

REVISED - 03/29/2021

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

AGENDA

March 31, 2021 @ 9:30 a.m.

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

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

BOARD OF DIRECTORS

Commissioner Alan Maio, Sarasota County, Chairman
Commissioner Elton Langford, DeSoto County, Vice Chairman
Commissioner Bill Truex, Charlotte County
Commissioner George Kruse, Manatee County

CALL TO ORDER

INVOCATION

Commissioner Elton Langford

PLEDGE OF ALLEGIANCE

Led by the Board

WELCOME GUESTS

HOST COUNTY REMARKS

Hector Flores, Charlotte County Administrator

PUBLIC COMMENTS

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

AWARDS/RECOGNITIONS

1. Commemoration of Charlotte County Centennial
2. Florida Section/American Water Works Association Presentation

CONSENT AGENDA

1. Minutes of February 3, 2021 Board of Directors Meeting
2. Resolution 2021-05 'Recognition of the Month of April as Water Conservation Month'
3. Resolution 2021-06 'Recognition of National Drinking Water Week'
4. Award of Contracts for Purchase of Water Treatment Chemicals
5. Award Contract for Treatment Trains 5 and 6 Rehabilitation Project
6. Award Contract for Construction Management Services on Treatment Trains 5 and 6 Rehabilitation Project
7. Property Insurance Renewal for Authority Facilities
8. ASR Monitor Wells Sampling and Purge Water Modifications Project
9. Declaration of Surplus
10. U.S. Environmental Protection Agency's Local Government Advisory Committee Letter of Recommendation for Ken Doherty

REGULAR AGENDA

1. Water Supply Conditions – Staff Presentation
2. Water Supply Security – Staff Presentation
3. Legislative Update
4. 5-Year Capital Improvements Plan & 20-Year Capital Needs Assessment
5. Budget Considerations for FY 2022
6. Master Water Supply Contract Update

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

1. Hydrologic Conditions Report
2. Check Registers for January and February 2021
3. Regional Integrated Loop System Phase 3B Interconnect Project [SR 681 to Clark Road]
4. Peace River Regional Reservoir No. 3 Project (PR³) Feasibility Study
5. Regional Integrated Loop System Phase 2B & 2C Feasibility Study
6. Regional Integrated Loop System Phase 3C Feasibility Study
7. Peace River Basin Report

BOARD MEMBER COMMENTS**PUBLIC COMMENTS** (*if necessary*)

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

ANNOUNCEMENTSNext Authority Board Meeting

Wednesday, June 2 @ 9:30 a.m.
Sarasota County Administration Center
Commission Chambers, First Floor
1660 Ringling Boulevard, Sarasota, Florida

Future Authority Board Meetings

August 4, 2021 @ 9:30 a.m. - Manatee County Administration Building, Bradenton, Florida
October 6, 2021 @ 9:30 a.m. - DeSoto County Administration Building, Arcadia, Florida
December 1, 2021 @ 9:30 a.m. - Charlotte County Administration Center, Port Charlotte, Florida

ADJOURNMENT

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

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
March 31, 2021

AWARDS/RECOGNITIONS
ITEM 1

Commemoration of Charlotte County Centennial

Presenter -

Alan Maio, Chairman

Recommended Action -

Motion to approve Resolution 2021-04 'Commemoration of Charlotte County Centennial'.

Attachments:

Resolution 2021-04

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Resolution 2021 – 04

COMMEMORATION OF CHARLOTTE COUNTY CENTENNIAL

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

WHEREAS, Southwest Florida was largely uninhabited until settlers established the Neighborhood of Charlotte Harbor after the Civil War; and

WHEREAS, Stores and businesses grew to supply the early settlers with development beginning in the early 1900s; and

WHEREAS, Charlotte County was created on April 23, 1921 when Governor Cary A. Hardee signed a bill dividing DeSoto County into five counties: Charlotte, Hardee, Highlands, Glades and DeSoto; and

WHEREAS, In the post-World War II period vacationers from the north returned year after year, to enjoy sport fishing, boating and the natural environment: and

WEREAS, Home sites in Port Charlotte were marketed in northern newspapers and magazines in the 1950s and 1960s with many new residents and Charlotte County began to take shape; and

WEREAS, During the past century the population of Charlotte County has grown from under 4,000 to over 180,000 residents; and

WEREAS, Today Charlotte County is a vibrant and thriving community and a regional partner joining cooperatively with DeSoto, Manatee and Sarasota Counties in assuring a reliable and safe water supply for the region.

NOW, THEREFORE, BE IT RESOLVED, the Peace River Manasota Regional Water Supply Authority does hereby join in commemorating Charlotte County on its Centennial celebration.

Done at Port Charlotte, Florida, this Thirty-First day of March 2021.

Attest:

Peace River Manasota
Regional Water Supply Authority

Patrick J. Lehman, Executive Director

Commissioner Alan Maio, Chairman

Approved as to Form:

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

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
March 31, 2021***

**AWARDS/RECOGNITIONS
ITEM 2**

Florida Section/American Water Works Association Presentation

Presenter -

Patrick Lehman, Executive Director
Richard Anderson, Director of Operations

Presentation on behalf of the Florida Section/American Water Works.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
March 31, 2021***

**CONSENT AGENDA
ITEM 1**

Minutes of February 3, 2021 Board of Directors Meeting

Recommended Action -

Motion to approve minutes of February 3, 2021 Board of Directors meeting.

Draft minutes of the February 3, 2021 Board of Directors meeting are provided for Board approval.

Attachments:

Draft Minutes of February 3, 2021 Board of Directors Meeting

Minutes of Board of Directors Meeting
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
Peace River Facility
Water Quality/Training Center
8998 SW County Road 769 (Kings Highway), Arcadia, Florida

February 3, 2021 @ 9:30 a.m.

Board Members Present:

Commissioner Alan Maio, Sarasota County, Chairman
Commissioner Elton Langford, DeSoto County, Vice Chairman
Commissioner Bill Truex, Charlotte County
Commissioner George Kruse, Manatee County

Staff Present:

Patrick Lehman, Executive Director
Mike Coates, Deputy Director
Doug Manson, General Counsel
Richard Anderson, System Operations Manager
Terri Holcomb, Resource Management & Planning Manager
Ann Lee, Finance & Administration Manager
Rachel Kersten, Agency Clerk

Others Present:

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

CALL TO ORDER

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

INVOCATION

Commissioner Elton Langford offered the invocation.

PLEDGE OF ALLEGIANCE

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

HOST COUNTY REMARKS

Welcoming remarks were made by Patrick Lehman, Executive Director.

PUBLIC COMMENTS

There were no public comments.

AWARDS/RECOGNITIONS

1. Recognition of Government Finance Officers Association’s Certificate of Achievement for Excellence in Financial Reporting for FY 2019 Award

Mr. Lehman announced that the Authority has been awarded the Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report for the fiscal year ending September 30, 2019.

2. Public Outreach Awards

Mr. Lehman announced that the Authority’s consultant, Environmental PR Group, has received awards and recognition from multiple national organizations for their water conservation and water education campaigns designed on behalf of the Authority.

Otter Savewater ‘A Day Without Water’	Academy of Interactive & Visual Acts The Communicator Awards: 2020 Award of Distinction
Otter Savewater Promotes Conservation	Academy of Interactive & Visual Acts The Communicator Awards: 2020 Award of Distinction
Otter Savewater Conservation Month Outreach & Education	International Awards Associate MUSE Creative Awards: Gold Winer 2020
Otter Savewater Conservation Month Outreach/Education	Marketing & Communication Professionals MARCOM Awards: Gold Winner 2020
Otter Savewater Promotes Conservation Month	ARCTURUS Winner 2020
Community Awareness Campaign	Florida Section American Water Works Association Water Conservation Meritorious Award for Excellence

3. Resolution 2021-01 ‘Recognition of Mark Simpson for Distinguished Service to the Peace River Manasota Regional Water Supply Authority’

The Authority expressed its gratitude to Mark Simpson for his service to the Authority over the past eleven (11) years as Manatee County Utilities Deputy Director with Resolution 2021-01.

Motion was made by Commissioner Truex, seconded by Commissioner Langford, to approve Resolution 2021-01 ‘Recognition of Mark Simpson for Distinguished Service to the Peace River Manasota Regional Water Supply Authority Board of Directors’. Motion was approved unanimously.

4. Resolution 2021-02 ‘Recognition of Kevin Morris for Distinguished Service to the Peace River Manasota Regional Water Supply Authority’

The Authority expressed its gratitude to Kevin Morris for his service to the Authority over the past twenty-one (21) years with Resolution 2021-02.

Motion was made by Commissioner Truex, seconded by Commissioner Kruse, to approve Resolution 2021-02 ‘Recognition of Kevin Morris for Distinguished Service to the Peace River Manasota Regional Water Supply Authority’. Motion was approved unanimously.

5. Resolution 2021-03 ‘Recognition of Commissioner Ken Doherty for Distinguished Service to the Region as a Member of the Peace River Manasota Regional Water Supply Authority Board of Directors’

The Authority expressed its gratitude to Commissioner Doherty for his service to the Authority over the past four (4) years as a member of the Authority Board of Directors with Resolution 2021-03.

Motion was made by Commissioner Truex, seconded by Commissioner Langford, to approve Resolution 21-03 ‘Recognition of Commissioner Ken Doherty for Service to the Region as a Member of the Peace River Manasota Regional Water Supply Authority Board of Directors. Motion was approved unanimously.

PRESENTATIONS

1. ‘Water 101’ Peace River Manasota Regional Water Supply Authority Primer

Mr. Lehman, Mr. Manson, and Mr. Coates provided a ‘Water 101’ presentation as a primer and review for the Board’s information.

Commissioner Maio asked Mr. Coates if the Authority is programing the future seventy plus miles of pipeline into the models and considering the growth explosion in this region? And if there is a need for the members of this Board to go back to their home jurisdictions about consideration for preserving the corridors, or if they have been well informed of what we need in that regard.

Mr. Coates stated that he believes the Member Government staff has been talking with developers as they come in for various approvals about where we may be putting pipelines and trying to reserve corridors and territory for pump stations, and storage, and that is very helpful. We do not know exactly where these lines are going to be placed at this point, that is part of what the feasibility and routing studies are going to help identify. The pipeline routes shown in the presentation are just a conceptual alignment of these pipelines and actual locations might be a couple of miles one side or the other. Once the feasibility studies and routing studies are complete, we’ll have a much better idea of where these lines are likely to go and we can get a jump on land acquisition at that point.

Commissioner Maio commented on how they have all heard when attending these industry conferences how the Peace River Authority is the envy of many parts of the state because of the nature of our regional interconnections. At the same time, he has people shake their head and ask him if we really need all this pipe and the interconnect loops. Commissioner Maio continued by asking if Mr. Coates could briefly touch on the instances in the past several years that this looping has had to be used.

Mr. Coates stated that back in 2004 when Hurricane Charley came up the Peace River, we lost power to the Peace River Facility, but were able to maintain water supply to Charlotte and DeSoto Counties. At that time our staff called up the Sarasota County staff at Carlton water treatment plant and requested that they pump water back south through the regional pipeline to the Peace River Facility and to support water supply to Charlotte and DeSoto. The reason this was possible was because of the regional interconnection with the Carlton water treatment facility and regional cooperation to help our neighbors. So that kept Charlotte and DeSoto Counties in water while power was being restored after the hurricane.

Mr. Coates continued that more recently another instance would be the Carlton Water Treatment Plant rehabilitation. This plant has been offline for the past year while Sarasota County is rehabbing their electro dialysis reversal units. We knew a long time in advance that Carlton was being taken offline through coordination with Sarasota staff and as a result production at the Peace River Facility has been increased to

provide extra water to Sarasota County during this whole year and will continue to do so until that facility is back online, which should be sometime this spring.

And of course, the City of Northport is going offline for somewhere around three or four weeks in the near future for maintenance. The City can take their whole facility down for maintenance and use supply from the Authority. These are the benefits of having that interconnected regional system and excess production capacity as water gets delivered where and when needed.

2. Projects Update Presentation

Mr. Coates provided a project updates presentation as a status report for the Board’s information.

CONSENT AGENDA

1. Approve minutes of December 2, 2020 Board of Directors meeting.
2. Receive and file ‘Year-End Financial Status Report for FY 2020’ and ‘Semi-Annual Investment Report’ [September 30, 2020].
3. Approve FY 2022 Budget schedule.
4. Approve Resolution 2021-04 ‘Recognition of the 30th Anniversary of the Peace River Facility Acquisition and Commemorating Commissioner Ed Chance as the Chairman of the Board of Directors Facilitating the Acquisition’.
6. Approve and authorize Executive Director to execute the Final Change Order No. 2 to contract with L. Cobb Construction, Inc, for ‘Maintenance Facility and Warehouse Construction Project’ reducing the Construction cost from \$2,544,280.24 to \$2,364,608.17 and extending contractual Substantial and Final Completion dates by 142 days.
7. Approve and authorize Executive Director to execute Change Order No. 1 to contract with Garney Construction for ‘Filter Cover Project’, decreasing the contract price by \$91,398.30 to \$3,761,601.70 and Closing Out the Project.
8. Approve and authorize the Executive Director to execute the Final Change Order No. 2 to the contract with Reynold Construction LLC, for ‘Regional Integrated Loop System Phase 1 Interconnect (U.S. 17 to Punta Gorda) Project’ reducing the contract cost by \$855,307.68 from \$8,228,000.00 to \$7,372,692.32 and extending contractual Substantial and Final Completion dates by 110 and 103 days, respectively.

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

REGULAR AGENDA

1. Water Supply Conditions – Staff Presentation

Richard Anderson presented Water Supply Conditions at the Peace River Facility as of January 18, 2021.

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

November Water Demand	31.08 MGD
November River Withdrawals	20.22 MGD

<u>Storage Volume:</u>	
Reservoirs	6.51 BG
ASR	<u>9.08 BG</u>
Total	15.59 BG

2. FP&L ‘Solar Together’ Program Update – Staff Presentation

Mr. Anderson provided an update on the results to-date from the ‘FP&L Solar Together Program’ which the Authority entered in March 2020 for the Board’s information. The program is designed to allow existing Commercial/Industrial customers participation in large scale solar projects currently being planned and constructed by FPL. The program offers customers the opportunity to purchase a solar subscription at a long-term monthly fixed cost. In exchange for the monthly fixed cost investment participants receive a monthly bill credit that increases over time. The estimated simple payback period for the average subscriber is projected to be 5-7 years. Participation in this program will reduce the Authority’s use of electricity produced through burning carbon-based fuels, is projected to provide long-term electrical savings estimated at \$4.3M over 30 years and support solar power generation in Florida.

3. FY 2020 Comprehensive Annual Financial Report and Independent Auditors’ Report

Ms. Lee along with Tiffany Mangold of Purvis Gray & Company presented the Authority’s FY 2020 Comprehensive Annual Financial Report and Independent Auditors’ Report.

The firm of Purvis Gray & Company completed the annual audit of the Authority’s financial records for the fiscal year ending September 30, 2020. There were no matters involving the internal control over financial reporting or significant deficiencies in operation noted in the audit that would be considered a material weakness.

Motion was made by Commissioner Langford, seconded by Commissioner Truex, to receive and file ‘Peace River Manasota Regional Water Supply Authority FY 2020 Comprehensive Annual Financial Report and Independent Auditors’ Report’ as submitted and approve its submittal to the GFOA Certificate of Achievement for Excellence in Financial Reporting Program, pending the changes related to GASB 68. Motion was approved unanimously.

4. Strategic Plan 2021

Terri Holcomb presented the draft 2021 Strategic Plan including the changes resulting from the Board discussion of the Plan at the September 30, 2020 workshop, and the December 2, 2020 Board meeting.

Commissioner Truex commended Ms. Holcomb and the rest of Authority Staff on a fantastic job done with the overall update of the Strategic Plan document. Specifically, the one-page Strategic Plan summary placement that has been created and included. This so clearly outlines and encapsulates everything the that the Authority is about, the goals, all of it. It is really something that the Board Members and staff can have with them in the forefront of their mind at all time.

Motion was made by Commissioner Langford, seconded by Commissioner Truex, to approve “Strategic Plan 2021”. Motion was approved unanimously.

GENERAL COUNSEL’S REPORT

Mr. Manson did not have any information to report.

EXECUTIVE DIRECTOR’S REPORT

Mr. Lehman did not have any information to report.

ROUTINE STATUS REPORTS

There were no Board comments on routine status reports.

BOARD MEMBER COMMENTS

Commissioner Truex commented that it was great to be a part of the Authority Board and he is looking forward to serving.

Commissioner Kruse echoed Commissioner Truex’s sentiments and added that this is a dynamic Board that has quite a bit of regional implications and that he is looking forward to contributing where he can.

Commissioner Langford again thanked Commissioner Doherty for his service to the Board and expressed his hope that he would still be present and continue to attend meetings.

PUBLIC COMMENTS

There were no additional public comments.

ANNOUNCEMENTS

Next Authority Board Meeting

Wednesday, March 31, 2021 @ 9:30 a.m.

Charlotte County Administration Center, Commission Chambers, Room 119

18500 Murdock Circle, Port Charlotte, Florida

ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 11:50 a.m.

Commissioner Alan Maio
Chairman

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
March 31, 2021**

**CONSENT AGENDA
ITEM 2**

**Resolution 2021-05
'Recognition of the Month of April as Water Conservation Month'**

Recommended Action -

Motion to approve Resolution 2021-05 'Recognition of the Month of April as Water Conservation Month'.

By adoption of this resolution, the Authority will be joining with the State of Florida, water management districts, local governments and water-related organizations in recognizing the importance of water conservation in sustaining our water resources.

Attachments:

Resolution 2021-05 'Recognition of the Month of April as Water Conservation Month'

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Resolution 2021-05

**RECOGNITION OF THE MONTH OF APRIL
AS WATER CONSERVATION MONTH**

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

WHEREAS, water is a basic and essential need and critical issue facing Florida as it strives to maintain economic prosperity through residential growth, tourism, agriculture and construction; and,

WHEREAS, demands on natural supplies of fresh water to meet the needs of a growing population and the needs of the environment, agriculture and industry will continue to increase; and,

WHEREAS, the State of Florida, Southwest Florida Water Management District, Authority and local governments are working together to increase awareness about the importance of water conservation; and,

WHEREAS, the State of Florida has designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and,

WHEREAS, the Authority and its member counties encourage and support water conservation and efficiency through various educational programs and special events; and,

WHEREAS, every business, industry, school and citizen can make a difference when it comes to water conservation and thus promote a healthy economy and community.

NOW, THEREFORE, BE IT RESOLVED, by the Peace River Manasota Regional Water Supply Authority Board of Directors that the month of April is proclaimed as 'Water Conservation Month' and is calling upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more water efficient.

Done at Port Charlotte, Florida this Thirty-First day of March 2021.

Attest:

Peace River Manasota
Regional Water Supply Authority

Patrick J. Lehman
Executive Director

Commissioner Alan Maio
Chairman

Approved as to Form:

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

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
March 31, 2021

CONSENT AGENDA
ITEM 3

Resolution 2021-06
‘Recognition of National Drinking Water Week’

Recommended Action -

Motion to approve Resolution 2021-06 ‘Recognition of National Drinking Water Week’.

The importance of water is too often overlooked. Safe drinking water is the lifeblood of our communities yet few people understand the true value of what comes from their tap. The Authority is pleased to take this opportunity with the American Water Works Association to remind everyone that a reliable water system is essential to their everyday life by proclaiming May 2-8, 2021 as ‘National Drinking Water Week’.

Attachments:

Resolution 2021-06 ‘Recognition of National Drinking Water Week’

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Resolution 2021-06

RECOGNITION OF NATIONAL DRINKING WATER WEEK

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

WHEREAS, water is our most valuable natural resource; and,

WHEREAS, drinking water is a basic and essential need for the health, safety and welfare of the public; and,

WHEREAS, our standard of living and economic prosperity depends upon a safe and reliable water supply that is sustainable and protective of our natural resources; and,

WHEREAS, a reliable, sustainable, safe and affordable drinking water supply is critical in supporting our economic growth and quality of life now and for future generations; and,

WHEREAS, all citizens of our communities are called upon to be good stewards in protecting our source waters from pollution, to practice water conservation, and to get involved in local water issues; and

WHEREAS, for more than 40 years the American Water Works Association and its members have celebrated Drinking Water Week – a unique opportunity for both water professionals and the communities they serve to join together in recognizing the vital role water plays in our lives.

NOW, THEREFORE, BE IT RESOLVED, by the Authority Board of the Peace River Manasota Regional Water Supply Authority that May 2-8, 2021 is proclaimed as ‘National Drinking Water Week’.

Done at Port Charlotte, Florida this Thirty-First day of March 2021.

Attest:

Peace River Manasota
Regional Water Supply Authority

Patrick J. Lehman
Executive Director

Commissioner Alan Maio
Chairman

Approved as to Form:

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

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
March 31, 2021

CONSENT AGENDA
ITEM 4

Award Contracts for Purchase of Water Treatment Chemicals

Recommended Action -

Motion to award and authorize Executive Director to execute Contracts for Purchase of Water Treatment Chemicals with the recommended lowest responsible and responsive bidders.

Water treatment chemicals were bid in accordance with the Authority's Procurement Policy and staff recommends award of contracts to the lowest responsible and responsive bidders as listed below. Contracts are for an initial term of thirteen (13) months (April 1, 2021 through April 30, 2022), and are eligible for up to two (2) one-year extensions upon mutual consent of the parties.

Bid Item	Chemical	Recommended Bidder	Unit Cost
No. 1	Coagulant Aid (water treatment)	KED Group, Inc.	1.79 per lb.
No. 2	Coagulant Aid (sludge dewatering)	KED Group, Inc.	\$1.28 per solution lb.
No. 3	Sodium Hydroxide 50% Solution	Univar Corp.	\$339.00 per dry ton
No. 4	Copper Sulfate	Thatcher Chemical of Florida	\$1.81 per lb.
No. 5	Copper Sulfate Solution	Brenntag Mid-South	\$13.072 per gallon

Budget Action: No action needed.

Attachments:

- Tab A Notice of Award & Bid Tabulation
- Tab B Chemical Cost Comparison (Current Price versus Bid)
- Tab C Sample Contract for Purchase of Water Treatment Chemicals

TAB A
Notice of Award & Bid Tabulation

**NOTICE OF INTENDED DECISION FOR AWARD OF PURCHASE CONTRACT -
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
WATER TREATMENT CHEMICALS**

Recommended Action - Accept bids and award Contracts for Purchase of Water Treatment Chemicals to the recommended lowest, responsible, and responsive bidders.

Water treatment chemicals were bid in accordance with the Authority's Procurement Policy. Bids were received and opened on March 2, 2021.

Staff recommends the Authority Board of Directors award purchase contracts to the lowest, responsible, and responsive bidders as listed below at the Authority Board meeting on March 31, 2021. Bid tabulation is attached.

Bid Item	Chemical	Recommended Bidder	Unit Cost
No. 1	Coagulant Aid (Water Treatment)	KED Group	\$1.79/lb.
No. 2	Coagulant Aid (Sludge Dewatering)	KED Group	\$1.28/lb.
No. 3	Sodium Hydroxide 50% Solution	Univar Solutions	\$339.00/dry ton
No. 4	Copper Sulfate	Thatcher Chemical	\$1.81/lb.
No. 5	Copper Sulfate Solution	Brenntag Mid-South	\$13.072/gal

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: March 4, 2021



BID OPENING
Water Treatment Chemicals 2021

March 2, 2021 @ 2:00 PM
9415 Town Center Pkwy, Lakewood Ranch, FL 34202

BID TABULATION SHEET

Company Name	Time Bid Opened	Total Bid Amount: Item No. 1 Coagulant Aid (water treatment) (\$/lb.)	Total Bid Amount: Item No. 2 Coagulant Aid (sludge dewatering) (\$/lb.)	Total Bid Amount: Item No. 3 Sodium Hydroxide 50% Solution (\$/dry ton)	Total Bid Amount: Item No. 4 Copper Sulfate (\$/lb.)	Total Bid Amount: Item No. 5 Copper Sulfate Solution (\$/gal)
KED Group	2:00pm	1.79	1.28			
Allied Universal	2:01pm			409.00		
Thatcher Chemical	2:02pm				1.81	
Odyssey Manufacturing	2:03pm			398.50		
Brenntag Mid-South	2:05pm			379.00		13.072
Univar Solutions	2:07pm			339.00	2.05	
Florida Chemical Supply	2:07pm	3.57		585.00		

Bid Opened By:

Ann Lee Finance & Admin Mgr
Name & Title

[Signature]
Signature

Witnessed By:

Rachel Kersten, Agency clerk
Name & Title

[Signature]
Signature

TAB B
Chemical Cost Comparison (Current versus Bids)

Recommended Water Treatment Chemical Vendor and Pricing

Bid Item	Chemical	Recommended Bidder	Unit Cost
No. 1	Coagulant Aid – Water Treatment	KED Group, Inc.	\$1.79 per lb.
No. 2	Coagulant Aid – Sludge Dewatering	KED Group, Inc.	\$1.28 / solution lb.
No. 3	Sodium Hydroxide 50% Solution	Univar Corp.	\$339.00 per dry ton
No. 4	Copper Sulfate	Thatcher Chemical of Florida	\$1.81 per pound
No. 5	Copper Sulfate Solution	Brenntag Mid-South	\$13.072 per gallon

Current Water Treatment Chemical Vendor and Pricing

Bid Item	Chemical	Current Vendor	Unit Cost
No. 1	Coagulant Aid – Water Treatment	KED Group, Inc.	\$1.54 per lb
No. 2	Coagulant Aid – Sludge Dewatering	Fort Bend Services	\$1.28 / solution lb.
No. 3	Sodium Hydroxide 50% Solution	Brenntag Mid-South	\$596.00 per dry ton
No. 4	Copper Sulfate	Thatcher Chemical of Florida	\$1.445 per pound
No. 5	Copper Sulfate Solution	None	N/A

TAB C
Sample Contract for Purchase of Water Treatment Chemicals

**CONTRACT FOR PURCHASE OF GOODS
WATER TREATMENT CHEMICALS**

This Contract for Purchase of Goods, Water Treatment Chemicals, hereinafter referred to as the "Agreement", is made and entered into on _____, 2021, between PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, hereinafter referred to as "Authority", and _____ hereinafter referred to as "Seller".

WHEREAS the Authority desires to engage the Seller to provide water treatment chemicals for the Peace River Regional Water Supply Facility, hereinafter referred to as the "Peace River Facility" on an as-needed basis for a fixed price; and

WHEREAS the Seller desires to supply water treatment chemicals as described herein, and has the experience, personnel, and resources to provide these chemicals in a timely manner.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

ARTICLE 1. INTEGRATED AGREEMENT

The terms of this Agreement are intended by the parties as a final expression of their agreement with respect to its terms and as a complete and exclusive statement of its terms. The recitations are incorporated herein by reference.

ARTICLE 2. DESCRIPTION OF GOODS

The Seller undertakes to transfer ownership, sell, and deliver possession to the Authority, and the Authority shall pay for, buy and accept the following water treatment chemicals:

These chemicals are to be furnished FOB destination price for the delivery and unloading of water treatment chemicals at the Peace River Facility, as set forth in the Bid Documents and hereinafter referred to as the "goods" or "chemicals".

ARTICLE 3. TIME AND PLACE OF DELIVERY

(10) Delivery of the goods shall occur within five (5) business days of being requested by the Authority.

The goods shall be delivered to and unloaded at the Peace River Facility, 8998 SW County Road 769, Arcadia, Florida 34269 ("place of delivery"). Time is of the essence and the Seller shall be held strictly to the delivery date from the receipt of the purchase order. Chemicals not delivered by the date specified shall justify the Authority's option to terminate the contract. All deliveries shall be made between the hours of 8:00 A.M. and 3:00 P.M. EST, Monday through Friday, excluding holidays, unless otherwise agreed to by the Authority.

Seller confirms that its equipment is compatible with the Authority's unloading and storage facilities at no inconvenience to the Authority. Certified weight or volume (as applicable to unit costs) tickets are required with each delivery. The Seller shall provide a separate delivery ticket for each delivery and shall obtain an authorized signature from the Authority. At least one copy of the delivery ticket and corresponding weight or volume (as applicable to unit costs) ticket shall be provided to the Authority with each delivery.

Each individual contract shall be assigned a "Blanket" Purchase Order for the

anticipated deliveries for each contract period (annual). Separate invoicing shall be required for each delivery, showing the Purchase Order number. Seller shall also comply with all requirements of the Safety Measures attached hereto as Exhibit E.

ARTICLE 4. PRICE

The unit prices, FOB destination quoted by the Seller in its Bid Form, and attached as Exhibit A, shall be considered firm throughout the term of the Agreement. The prices quoted shall be used for payment and shall include payment in full for all transportation, labor, equipment, and other costs used in delivering all goods to the point of delivery and the unloading of such goods. There shall be no cost adjustments.

Storage tanks, where required, for goods offered under this Agreement shall be furnished by the supplier(s) at the Authority's option on loan, and at no cost to the Authority. Estimated quantities are not guaranteed. The Authority is not obligated to make any minimum quantity purchases from the Seller during the Agreement term.

ARTICLE 5. CANCELLATION

Failure by the Seller to comply with terms of this Agreement shall be deemed a breach of contract claim against Seller and shall, at the Authority's sole and absolute discretion, result in the cancellation of this Agreement in accordance with ARTICLE 19. TERMINATION.

ARTICLE 6. COMPENSATION

The Seller shall prepare and submit to the Authority invoices for goods delivered. The Executive Director, or the Executive Director's designee, shall approve payment after verifying delivery is in compliance with all requirements of this Agreement. Payment shall be made in accordance with the Part VII of Chapter 218, Florida Statutes, Florida Prompt Payment Act. The Authority may, in addition to other remedies available at law or equity,

retain such monies from amounts due Seller 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 Seller to the Authority against any payments due the Seller under this Agreement.

ARTICLE 7. SELLER'S ASSIGNMENT OF PAYMENT

The Seller may not assign the right to receive payment from the Authority.

ARTICLE 8. EXPRESS WARRANTY

In addition to any implied warranties of the Uniform Commercial Code, the Seller warrants to the Authority that the goods being sold under this Agreement shall strictly meet the specifications in Exhibit D.

ARTICLE 9. RIGHT OF INSPECTION

The Authority shall have the right to inspect the goods at the time and place of delivery, before payment or acceptance.

ARTICLE 10. ALLOCATION OF RISK OF LOSS

Any risk or loss associated with the goods remains with the Seller until the time of acceptance of the goods by the Authority at the place of delivery.

ARTICLE 11. REJECTION OF NONCONFORMING GOODS

Rejection of goods for failure to conform to the requirements of this Agreement must be made within thirty (30) days after their delivery and inspection. The Authority shall send written notification of the rejection to the Seller. The notice must state the basis of the alleged nonconformity of the goods and describe the portion of the shipment being rejected.

On receipt of notification of rejection, the Seller shall immediately arrange for the return shipment of the goods at the Seller's expense. The Seller shall ship replacement conforming goods, at no additional cost to the Authority, within ten (10) business days of the notice of rejection unless the Authority notifies the Seller to forgo the shipment before that date.

ARTICLE 12. ADDITIONAL REMEDIES OF THE AUTHORITY

In addition to any of the remedies provided under the Uniform Commercial Code, if the Seller is unable to provide services because of breakdown, product scheduling, lack of product or equipment, then the Authority may, on an order basis, go to another supplier and the Seller recognizes that this Agreement is not an exclusive contract to purchase chemicals.

ARTICLE 13. EXCLUSIVE REMEDIES OF THE SELLER

The exclusive remedies of the Seller under this Agreement are to have any goods not paid for returned to the Seller, or to receive, on demand, the purchase price for any goods not paid for in accordance with the terms of this Agreement and not returned within sixty (60) days of the demand.

ARTICLE 14. WAIVER

No claim or right arising out of a breach of this Agreement can be discharged by the Authority in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration, is in writing, and is signed by the Executive Director or appointed designee.

ARTICLE 15. SELLER'S DELEGATION

The Seller may not delegate its performance in the delivery of goods under this Agreement without the prior written consent of the Authority. Written consent shall be in

Authority's sole discretion, and if granted, shall be given once the Authority has received satisfactory assurances that the quality of goods being substituted shall be equivalent to that of the contract goods, that all terms of the Contract Documents are complied with, and that the delegation shall not otherwise adversely affect the Authority's rights and obligations with regard to other sellers.

ARTICLE 16. SELLER'S INSURANCE REQUIREMENTS

A. The Seller 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.

B. The amounts and types of insurance shall be appropriate for the services being performed by the Seller, its employees, or agents and must conform to the following minimum requirements:

1. Workers Compensation. Coverage must apply for all employees and 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 per accident in accordance with statutory requirements.

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.

2. Commercial or Comprehensive General Liability. Coverage must include:

a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury, and property damage.

b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement, broad form property damage, explosion,

collapse, and underground hazard coverage and independent Seller'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.

C. Seller must deliver to the Authority Certificates of Insurance evidencing the insurance coverage specified in this ARTICLE 16 prior to execution of this 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. Seller shall provide the Authority

with financial information concerning any self-insurance fund insuring Seller. At the Authority's option, Self-Insurance Fund financial information may be waived.

E. All the policies of insurance so required of Seller, except workers compensation, shall be endorsed to include as additional insureds: The Authority, its directors, officers, employees, and agents. Such insurance policies shall include or be endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance, which might be applicable to any loss, the insurance required of Seller 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. Seller 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 Seller hereunder. Seller acknowledges and agrees the Authority does not in any way represent the insurance (or the limits of insurance) specified in this ARTICLE 16 is sufficient or adequate to protect Seller'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 Seller by certified mail. Seller 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 Seller may be observing the correction, removal, or replacement of defective work.

J. Seller shall, upon request by the Authority, deliver to the Authority a copy of each insurance policy purchased by Seller.

K. All policies, except for workers' compensation, 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 Sellers, directors, officers, employees, representatives, or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Seller or Seller's insurance carriers.

L. The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of the Seller's obligations under the Agreement, including any indemnity or hold harmless provision.

M. Seller shall require each of its subcontractors, suppliers, and other persons or organizations working for Seller to procure and maintain, until the completion of that party's work or services, insurance of the types and in the coverage amounts required to be carried by Seller in the Agreement unless the Authority agrees, in writing, to other types of coverage and/or lower coverage amounts. Seller shall be responsible for ensuring all of its subcontractors, suppliers, and other persons or organizations working for Seller in connection with the Project comply with all of the insurance requirements contained herein relative to each such party. The Seller must obtain certificates of

insurance from any subcontractor otherwise the Seller must provide evidence satisfactory to the Authority that coverage is afforded to the subcontractor or by the Seller's insurance policies.

ARTICLE 17. CONTRACT TERM

Term of this contract is for **thirteen (13) months** commencing on April 1, 2021 through April 30, 2022 and may be extended for two (2) one (1) year periods upon mutual written agreement of both parties.

Written agreement for each contract extension shall be approved no later than January 15 for the ensuing contract year. All Agreement terms, including ARTICLE 4. PRICES shall remain the same through the term of any extension.

ARTICLE 18. CONTRACT DOCUMENT

The Contract Documents that comprise the contract between the Authority and the Seller are attached hereto and made a part hereof and consists of the following:

- This Agreement;
- Bid Form, attached as Exhibit A;
- Invitation to Bid, attached as Exhibit B;
- Instruction to Bidders, attached as Exhibit C;
- Technical Specifications, including the Minimum Specifications for Water Treatment Chemicals, attached as Exhibit D;
- Safety Measures, attached as Exhibit E;
- Any addenda to the Bid Documents, if applicable, attached as Exhibit F; and
- Any written amendments or modification to this Agreement.

ARTICLE 19. TERMINATION

This Agreement may be terminated by the Authority, with or without cause, upon seven (7) days written notice. In the event the Agreement is terminated by Authority or upon expiration, the duties and obligations of Seller under the following provisions shall survive termination or upon expiration, and continue in full force and effect:

1. ARTICLE 10. ALLOCATION OF RISK OF LOSS;
2. ARTICLE 12. ADDITIONAL REMEDIES OF THE AUTHORITY;
3. ARTICLE 13. EXCLUSIVE REMEDIES OF THE SELLER;
4. ARTICLE 19. TERMINATION;
5. ARTICLE 20. GOVERNING LAW;
6. ARTICLE 24. INDEMNIFICATION; and
7. ARTICLE 32. DISPUTES.

ARTICLE 20. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the Uniform Commercial Code - Sales. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Florida, as effective and in force on the date of this Agreement.

Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any portion of the amount payable under this Agreement, then all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees shall be paid to the prevailing party. The venue of any litigation resulting out of this Agreement shall be in the county or circuit court, whichever is applicable, in and for Manatee County, Florida.

ARTICLE 21. PARTIES BOUND

This Agreement shall be binding on and inure to the benefit of its parties and their partners, successors, assigns, and legal representatives when permitted by this Agreement.

ARTICLE 22. NON-EXCLUSIVITY

This is not an exclusive contract. The Authority has the right to contract with other suppliers for the purchase of water treatment chemicals described in Exhibit B from one or more suppliers.

ARTICLE 23. MODIFICATION

This Agreement may be modified only in writing and signed by both parties or their duly authorized agents.

ARTICLE 24. INDEMNIFICATION

The Seller shall indemnify and save the Authority, its agents, servants, and employees harmless from and against any claim, costs, including its attorney's fees, or cause of action of whatsoever kind or nature caused by negligent error, omission, or act of the Seller, its agents, servants, or employees in the performance of this Agreement.

ARTICLE 25. INDEPENDENT CONTRACTOR

The Seller expressly warrants that it will not represent at any time or in any manner that the Seller or any of its agents, servants, or employees are agents, servants, or employees of the Authority. It is understood and agreed that the Seller is, and shall at all times remain as to the Authority, a wholly independent contractor and that the Seller's obligations to the Authority are solely as prescribed by this Agreement. It shall be the responsibility of the Seller to assure compliance with local, state, or federal laws and regulations or other requirements as each may apply to the sale, delivery, and goods

purchased pursuant to this Agreement.

ARTICLE 26. SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

ARTICLE 27. SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes, 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, Seller 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 Seller submits a false certification, the Authority may terminate this Agreement and bring a civil action against the Seller, which may result in a penalty equal to the greater of \$2 million or twice the fee resulting from this Agreement and all reasonable attorney's fees and costs. The Authority may also terminate the Agreement if the Seller is deemed to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

ARTICLE 28. PUBLIC ENTITY CRIMES

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 contractor 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, Seller 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. Seller further agrees to notify the Authority if placement on either of these lists occurs.

ARTICLE 29. PROHIBITION AGAINST CONTINGENCY FEES

Seller warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Seller to solicit or secure this Agreement and that Seller has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Seller, 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.

ARTICLE 30. REPRESENTATIVES/NOTICE

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 Seller: _____

Either party may change said address by notice in writing to the other party in the manner herein provided.

ARTICLE 31. DOCUMENTS AND DATA

A. The Authority and the Seller shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law). Each party shall allow public access to documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, Florida Statutes. The Seller 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 Seller 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. IF THE SELLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SELLER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (941) 316-1776; ALEE@REGIONALWATER.ORG; OR 9415 TOWN CENTER PARKWAY, LAKEWOOD RANCH, FLORIDA 34202.

ARTICLE 32. DISPUTE RESOLUTION

In the event any dispute or disagreement arises during the course of the Agreement, the Seller shall fully perform in accordance with the Agreement. The Seller shall seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request to the Authority's Executive Director, or appointed designee no later than 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 goods shall be delayed or postponed pending resolution of any disputes or disagreements.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of
the date and year first written above.

ATTEST:

BY: _____

Peace River Manasota
Regional Water Supply Authority

Patrick J. Lehman, Executive Director

WITNESS

BY: _____

BY: _____

SELLER:

Print Name & Title

APPROVED AS TO FORM:

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

EXHIBIT A
BID FORM
WATER TREATMENT CHEMICALS

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

NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

EMAIL: _____

FAX: _____

STREET ADDRESS IF DIFFERENT FROM ABOVE:

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

BIDDER'S DECLARATION AND UNDERSTANDING

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

If this Bid is awarded to Bidder, Bidder agrees to acknowledge the terms and conditions of the attached Contract for Purchase of Goods, Water Treatment Chemicals, ("Contract") and agrees to return a signed Contract and the required Certificate of Insurances to the Authority within fifteen (15) calendar days after receipt of the Notice of Award.

Bidder hereby acknowledges receipt of Addenda No.'s, if any, _____, _____, _____, (Bidder shall insert No. of each addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that this bid proposal(s) includes all impacts resulting from said addenda.

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

Award shall be made to the lowest responsible and responsive bidder(s) whose bid is determined to be the most advantageous to the Authority. Bidders may submit a bid for one or more of the bid items. Each bid item shall be awarded to the lowest responsible and responsive bidder(s) for that bid item. This shall not be an exclusive contract and the Authority reserves the right to enter into contracts with other suppliers of water treatment chemicals and to purchase water treatment chemicals from one or more suppliers.

The following Bid Prices shall be in effect for thirteen (13) months from April 1, 2021 through April 30, 2022:

BID ITEM	DELIVERY METHOD	EST. OF ANNUAL QUANTITY	UNIT	UNIT PRICE
Item No. 1 Coagulant Aid (water treatment)	50 lb. Moisture Proof Bag	33,000	Pound	\$ _____
Item No. 2 Coagulant Aid (sludge dewatering) See Note (1)	275-Gallon Totes	100,000	Solution Pound	\$ _____
Item No. 3 Sodium Hydroxide 50% Solution	Bulk Delivery	1,000	Dry Ton	\$ _____ \$ _____
Item No. 4 Copper Sulfate	50 lb. Moisture Proof Bag	50,000	Per Pound	_____ \$ _____
Item No. 5 Copper Sulfate Solution	275-Gallon Totes	5,000	Per Gallon	_____ \$ _____

Delivery time shall not exceed five (5) working days upon receipt of request for goods by the Authority.

Note (1): All bidders for Item No. 2, Coagulant Aid - Sludge Dewatering shall submit a sample of the product bid in an amount no less than one 5-gallon container of product solution. Product samples must be included with bid package.

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

_____	_____
_____	_____
_____	_____
_____	_____

DATED this _____ day of _____, 2021.

Bidder: _____

CORPORATE SEAL
IF APPLICABLE

By: _____
Signature

Print Name and Title

IF NOT A CORPORATION

STATE OF _____
COUNTY OF _____

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

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

IF CORPORATION

STATE OF _____
COUNTY OF _____

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

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

PUBLIC ENTITY CRIMES STATEMENT

Sworn Statement Under Section 287.133(3)(a), Florida Statutes,
on Public Entity Crimes

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

1. This sworn statement is submitted to Peace River Manasota Regional Water Supply Authority by

(Print individual's name and title)

for

(Print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement _____).

2. I understand that a 'public entity crime' as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that 'convicted' or 'conviction' as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an 'affiliate' as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term 'affiliate' includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a 'person' as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term 'person' includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies]**

___ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph (1) above is for the public entity only and, that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO of any change in the information contained in this form.

BIDDER:

(Signature)

(Date)

STATE OF _____
COUNTY OF _____

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

NOTARY PUBLIC-STATE OF FLORIDA

Name typed, printed, or stamped: _____

My commission expires: _____

EXHIBIT B

INVITATION TO BID WATER TREATMENT CHEMICALS

The Peace River Manasota Regional Water Supply Authority (“Authority”) is requesting sealed bids for the purchase of **water treatment chemicals** and will receive sealed bids addressed to the attention of Procurement Officer at the address listed below no later than **2:00 P.M. EST, March 2, 2021**.

Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, Florida 34202
(941) 316-1776

At said place and time, and promptly thereafter, all Bids that have been duly received in accordance with the Invitation to Bid will be opened publicly and read aloud. Bids received after the scheduled closing time for submission will be returned unopened.

The Authority is seeking to purchase the following water treatment chemicals:

- Coagulant Aid Polymer (water treatment)
- Coagulant Aid Polymer (sludge dewatering)
- Sodium Hydroxide 50% Solution
- Copper Sulfate

Bids shall be firm FOB destination price for the purchase, delivery, and unloading of water treatment chemicals at the Peace River Facility located in DeSoto County as set forth in the Bid Documents. All bids are to be a firm price for a period of **thirteen (13) months** commencing on April 1, 2021 through April 30, 2022.

A copy of the Bid Documents may be obtained at no charge by visiting the Authority’s website (www.RegionalWater.org) or by contacting Rachel Kersten at the above address and phone number or email at peacriver@regionalwater.org. The Authority may also use DemandStar, a third-party provider, to distribute proposals. Visit the DemandStar website at www.DemandStar.com for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with the Authority.

All technical or procedural questions related to this Invitation to Bid shall be directed in writing to Richard Anderson, System Operations Manager, via email at randerson@regionalwater.org. Questions asked/answered will be periodically posted to the Authority’s website or through DemandStar. The final cut-off date/time for all questions shall be February 16, 2021 at 5:00 P.M. EST. Questions received after the cut-off date/time for all questions will go unanswered.

Dated January 29, 2021

Patrick J. Lehman, Executive Director
Peace River Manasota Regional Water Supply Authority

EXHIBIT C

INSTRUCTIONS TO BIDDERS WATER TREATMENT CHEMICALS

Bid Submittal

The Peace River Manasota Regional Water Supply Authority (“Authority”) is requesting sealed bids for the purchase of water treatment chemicals and will receive sealed bids addressed to the attention of Procurement Officer at the Authority’s Administrative Office at the address listed below no later than 2:00 P.M. EST, March 2, 2021.

Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, Florida 34202
(941) 316-1776

Copies of Bid Documents

The Invitation to Bid, Instructions to Bidders, Bid Form and contract are collectively known as the “Bid Documents.” A copy of the Bid Documents may be obtained at no charge by visiting the Authority’s Authority website (www.RegionalWater.org) or contacting Rachel Kersten at the above address and phone number or email at peacriver@regionalwater.org. The Authority may also use DemandStar, a third party provider, to distribute proposals. Visit the DemandStar website at www.DemandStar.com for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with the Authority.

Bid Delivery Requirements

Any bid received after 2:00 P.M. EST, March 2, 2021 will not be opened or considered. It shall be the sole responsibility of the bidder to have bid delivered to the Authority’s Administrative Office for receipt on or before the above-stated date and time. Immediately following the scheduled closing time for submission of Bids, all Bids received on time will be opened publicly and read aloud. Bids received after the scheduled closing time for submission will be returned unopened.

Bid Document Clarification & Addenda

Each bidder shall examine all Bid Documents and shall judge all matters relating to the adequacy and accuracy of such documents. Inquiries or requests concerning interpretation, clarification, or additional information pertaining to the Bid Documents shall be made through Richard Anderson, via email at randerson@regionalwater.org or (941) 316-1776.

The Authority shall not be responsible for oral interpretations given by any employee, representative, or others. The issuance of a written addendum or the posting of questions asked/answered are the only official method whereby interpretation, clarification, or

additional information can be given. It is the responsibility of the Bidders to periodically check the Authority's website or DemandStar, if applicable, to ensure they are aware of the latest Bid Document information, any changes to schedule, or other key developments. It shall be the responsibility of the Bidder, prior to submitting a bid, to either contact the Authority's Procurement Officer at (941) 316-1776 or to check the Authority's website to determine if addenda were issued and to make such addenda a part of its Bid.

Bid Submittal Sealed & Marked

Bidder shall provide (1) one signed copy of bid on bid forms provided by the Authority; (2) affidavit of compliance with the American Water Works Association's standards and these specifications; and (3) all items shall be submitted in an opaque sealed package clearly marked on the outside "**Sealed Bid - Water Treatment Chemicals**" along with the name and address of bidder. If the bid is mailed or sent by some other delivery system, place items in a sealed envelope enclosed in a separate envelope marked as stated above and address to:

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

Bid Opening Location

Bids will publicly be opened by the Procurement Officer at the Authority's Administrative Office at 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, immediately following the above-stated time and date for receipt of bids.

Legal Name

Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, partnership, individual) and the email address of the bidder's contact person. Bids shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind bidder to the submitted bid.

Bid Expenses

All expenses for making bids to the Authority are to be borne by the bidder.

Irrevocable Offer

Any bid may be withdrawn up until the date and time set above for opening of the bid. Any bid not so withdrawn upon official closing of bids shall constitute an irrevocable offer for a period of ninety (90) days to sell to the Authority the goods or services set forth in the attached specifications until one (1) or more of the bids have been duly accepted by the Authority through the execution of a contract.

Buy American

The Authority gives preference to American-produced water treatment chemicals, as follows:

- a. All materials or water treatment chemicals supplied to the Authority shall be manufactured in the United States.
- b. All water treatment chemicals supplied to the Authority shall be manufactured in the United States and shall be substantially comprised of materials or supplies mined, produced, or manufactured in the United States.
- c. The requirement of paragraphs (a) and (b) above shall not apply in the event the Authority determines that:
 - i. materials, supplies and products mined, produced or manufactured in the United States are not available in sufficient and reasonably available quantities and of a satisfactory quality; or
 - ii. Complying with requirement of supplying American materials, supplies, and products will increase cost to the Authority by more than ten percent (10%).

Award of Contract

The Authority reserves the right to reject any and all bids as may be deemed necessary by the Authority, in its sole and absolute judgment, to be in its best interest.

- a. The Authority reserves the right to waive any and all informalities in the bidding process. The Authority reserves the right to waive any and all mistakes, errors, or noncompliance with the requirements of these bidding documents, which may be committed by the bidder or bidders, when it is deemed by the Authority to be in the best interest of the Authority.
- b. The Authority reserves the right to reject any nonconforming, unresponsive, unbalanced, or conditional bids.
- c. The Authority reserves the right to reject the bid of any bidder if the Authority believes it would not be in the best interest of the Authority to make an award to that bidder. The Authority reserves the right to reject the bid of any bidder because the bid is not responsible or responsive, or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Authority. The Authority shall have the sole discretion to determine which factors it deems significant in its determination as to qualifications.
- d. The Authority reserves the right to reject the bid of any bidder who, in the Authority's judgment, has failed to take adequate affirmative steps to promote equal employment opportunities.

- e. It is the intent of the Authority to award the contract for each Bid item to the lowest responsible and responsive bidder provided that the bid has been submitted in accordance with the requirements of the Bidding Documents. The Authority reserves the right to waive informalities or irregularities in any bid and to accept bid(s) that is, in the Authority's judgment, in the Authority's best interest.

Reserved Rights

The bid of the lowest responsive and responsible bidder for each item will be accepted, unless all bids are rejected, or a bid is requested as prescribed above. This shall not be an exclusive contract and the Authority reserves the right to enter into contracts with other suppliers of water treatment chemicals and to purchase water treatment chemicals from one (1) or more suppliers. The lowest responsible bidder shall mean that bidder who makes the lowest bid to sell goods and/or services of a quality that conforms to the quality of goods and/or services set forth in the attached specifications or otherwise required by the Authority, and who is known to be fit and capable to perform the bid as made. To be responsive, a bidder shall submit a bid that conforms in all material respects to the requirements set forth in the Bid Documents. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract.

The Authority also reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to deliver the goods or service requested. Information the Authority deems necessary to make this determination shall be provided by the bidder. Such information may include but shall not be limited to: current financial statements; verification of availability of equipment and personnel; and past performance records.

Procurement Policy and Bid Protest

Bidder is hereby placed on notice of the existence of the Peace River Manasota Regional Water Supply Authority Procurement Policy, December 2018 (or latest revision), and is considered to be on constructive notice of all provisions contained therein. A copy is available at the Authority's Administrative Office at 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, and on the Authority's website at www.regionalwater.org.

After issuance of an invitation for bids, a request for proposals, a request for qualifications, or other solicitation, or during renegotiation of an existing contract, prospective bidders or their agents, representatives or persons acting at the request of such bidders are prohibited from contacting members of the Authority Board of Directors and Executive Director or any members of a selection or negotiation committee until after the final recommendation is presented to the Board for approval or when the solicitation has been canceled or terminated. Any questions concerning a solicitation shall be directed only to Richard Anderson, via email at randerson@regionalwater.org or (941) 316-1776, except the Procurement Officer may be contacted regarding whether any addenda have been issued. Failure to adhere to this requirement may make the bidder ineligible for selection at the discretion of the Authority.

Bidder acknowledges familiarity with the established purchasing procedures of the Authority and more specifically sections regarding Competitive Sealed Bidding, Appeals and Remedies, and Ethics in Public Contracting including gratuities and kickbacks as detailed in the Procurement Policy.

Disputes regarding the bidding process shall be resolved in accordance with the policies and procedures contained in the Procurement Policy.

The Authority shall post the bid tabulation and intended decision for award on the Authority's website at www.regionalwater.org.

Bidders are hereby notified failure to file a protest with respect to the terms, conditions, and specifications contained in the Bid Documents or intended decision for award of the contract to the successful bidder(s) within the times prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver to the bid protest.

Public Entity Crimes

Pursuant to Subsection 287.133(2)(a) and (3)(a), Florida Statutes, a person or an affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of 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 from the date of being placed on the convicted vendors list.

Bidder shall submit with its bid a Public Entity Crimes Form.

Discriminatory Vendor List

Pursuant to Subsection 287.134(2)(a) and (3)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list 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 or 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.

Participation in E-Verify System

In accordance with Section 448.095, Florida Statutes, beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify System to verify the work authorization status of all newly hired employees. By submitting

a proposal, bidder certifies that it has registered for and will use the E-Verify System. Any contract awarded shall be terminated by the Authority if the Authority has a good faith belief that the successful bidder has knowingly violated this requirement.

Scrutinized Companies

Pursuant to Section 287.135, Florida Statutes, 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. Bidder may not submit a bid if it is on the aforementioned lists. By submitting a bid, bidder certifies that it is not on the aforementioned lists.

Code of Ethics

With respect to this bid, if any bidder violates or is a party to a violation of Chapter 10 of the Authority's Procurement Policy, or Chapter 112, Part III, Florida Statutes, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for the Authority. A copy of the State Ethics Code is available at the Authority's Administrative Office.

Collusion

By offering a submission to this invitation for bid, the bidder certifies the bidder has not divulged to, discussed or compared bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this bid:

- a. Any price and/or cost data submitted has been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor;
- b. Any price and/or cost data quoted for this bid has not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor;
- c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- d. The only person or persons interested in this bid, principal or principals is/are named therein and no person other than therein mentioned has any interest in this

bid or in the contract to be entered into; and

- e. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Seller for the purpose of doing business.

Contract Forms

Any agreement, contract, or purchase order resulting from the acceptance of a bid shall be on forms supplied by the Authority (or reciprocal entity identified in the contract documents). A contract is included with the Bid Documents.

Bid Forms, Variances, Alternates

The Bid Form is included with the Bid Documents. Bids must be submitted on the Bid Form contained in the Bid Documents, although additional information may be attached. Bidders must fully comply with the specifications, terms, and conditions contained in the Bid Documents.

The Bid Form shall be completed in ink and the signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A bid may be submitted for one or more chemicals on the same Bid Form. A bid item left blank shall be interpreted as a 'no bid' for that bid item.

A bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown below the signature. A bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

Estimated Quantities

To the extent that the Bid Form or any of the Contract Documents contain any estimates of quantities of materials, such estimates are not guaranteed and may not be relied upon by bidder in submitting a bid.

Basis of Bid; Comparison of Bids

Bid prices shall be in unit price as indicated on the Bid Form. It is the intention of the Authority to make award to the lowest responsible and responsive bidder for each item.

Discounts

Any and all discounts must be incorporated as a reduction in the bid price and not shown separately. The price as shown on the Bid Form shall be the price used in determining award(s).

Descriptive Information

Unless otherwise specifically provided in the specifications, all equipment, materials, and articles provided to the Authority in accordance with the contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

Taxes

The Authority is exempt from state sales taxes (Florida Sales Tax Exempt Certificate No. 85-8012587856C-5). Therefore, the bidder is prohibited from delineating a separate line item in its bid for sales or service taxes. The Authority does not intend to imply the bidder has no independent tax liability for services that are performed pursuant to this award.

Quality Guarantee

If any product delivered does not meet applicable specifications, or if the product will not produce the effect the bidder represents to the Authority, the bidder shall pick up the product from the Authority at no expense to the Authority. Also, the bidder shall refund to the Authority any money that has been paid for same. The supplier will be responsible for reimbursing the Authority for attorney fees in the event the supplier defaults and court action is required.

Quality Terms

The Authority reserves the right to reject any and all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage.

Use of Trade Names

Brand or trade names referenced in specifications are for comparison purposes only. Bidders may submit bids on items manufactured by other than the manufacturer specified. In these instances, bids must be accompanied with all descriptive information necessary for a thorough evaluation of the proposed material or equipment such as detailed drawings and specifications, certified operation and test data, and experience records, as well as an itemized list of any variance from, or exceptions taken to the specifications. Failure of any bidder to furnish this data will be cause for rejection of the specified item(s) to which it pertains.

Regulations

It shall be the responsibility of each bidder to assure compliance with any Occupational Safety and Health Administration, Environmental Protection Agency, and other federal, state, and local laws, rules, and regulations as each may apply. All bidders are required to submit a Safety Measures information, as prescribed in Exhibit E, with their bid proposal.

Cancellation

It is the intention of the Authority to purchase goods from sources of supply that provides prompt and convenient shipment and service. Any failure of the bidder to satisfy the requirements of the Authority shall be reason for termination of the award and contract.

Royalties and Patents

The successful bidder(s) shall pay all royalties and license fees for goods in conjunction with the goods bidder is furnishing. Bidder shall defend all suits or claims for infringement of any patent right and shall save the Authority harmless from loss on account thereof and cost and attorney's fees incurred, therefore.

Authorized Product Representation

The successful bidder(s), by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the Authority that the bidder(s) is legally authorized to so submit, and the successful bidder(s) will be legally bound to perform according to the documents.

Equal Employment Opportunity Clause

The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of The Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

EXHIBIT D

TECHNICAL SPECIFICATIONS WATER TREATMENT CHEMICALS

Item No. 1 - Coagulant Aid (water treatment)

Coagulant Aid is for use as an aid in the coagulation of potable drinking water as a chemical flocculent.

1. Coagulant Aid shall be in accordance with AWWA B453-06 (or latest edition) modified as follows:
 - a. Affidavit of compliance stating that the coagulant aid complies with the applicable provisions of AWWA Standard B453-06 (or latest edition) and these specifications are required.
 - b. Upon formulation, dry Coagulant Aid shall have the following working solution characteristics:
 - i. Must be 4 to 5% solution.
 - ii. 5 gram per liter concentration.
 - iii. $300 \pm 5\%$ CPS (centipoises).
 - c. Cause for Rejection: Polymers evaluated in the past have been evaluated under specific water quality conditions. Whereas water quality changes during the year, the effectiveness of a specific polymer may change resulting in unsatisfactory performance.
 - d. Whenever the polymer doesn't meet the above chemical specifications, it will be an immediate cause for rejection and allow the buyer to purchase another polymer that will meet the chemical specifications under the special weather or water quality conditions occurring.
 - e. Coagulant Aid shall be Leachem LP212PG as manufactured by Leachem Industries, Inc., or equal. Bidders submitting equal product shall perform 'site specific' testing at the Peace River Facility prior to bid opening.
 - f. May be shipped in 50-pound multi-wall bags. Palletizing to be included in bid price. Pallets will have slats on both sides of wooden frame.
2. Coagulant Aid shall meet NSF-60 or 61 as appropriate.

EXHIBIT D

TECHNICAL SPECIFICATIONS WATER TREATMENT CHEMICALS

Item No. 2 - Coagulant Aid (sludge dewatering)

Coagulant Aid is for use as an aid in the mechanical dewatering by belt filter press of thickened alum sludge produced as a byproduct of the water treatment process.

1. Coagulant Aid shall be in accordance with AWWA B453-06 (or latest edition) modified as follows:
 - a. Affidavit of compliance stating that the coagulant aid complies with the applicable provisions of AWWA Standard B453-06 (or latest edition) and these specifications are required.
 - b. Coagulant aid shall be liquid emulsion, delivered in nominal 275 gallon totes. Totes shall have bottom supply valve, be returnable and have integral forklift channels built into the tote base.
 - c. Cause for Rejection: Polymers evaluated in the past have been evaluated under specific sludge quality conditions. Whereas sludge quality changes during the year, the effectiveness of a specific polymer may change resulting in unsatisfactory performance.
 - d. Whenever the polymer doesn't meet the above chemical specifications, it will be an immediate cause for rejection and allow the buyer to purchase another polymer that will meet the chemical specifications under the special weather or sludge quality conditions occurring.
 - e. Coagulant Aid Bidders submitting product shall be subject to 'site specific' performance testing at the Peace River Facility to determine an 'effective dose'.
 - f. Effective dose (mg/L) will be used in evaluating the bid price to determine the true cost per unit of sludge dewatered.
 - g. Coagulant aid shall be bid on a wet pound basis of the liquid emulsion.
2. Coagulant Aid shall meet NSF-60 or 61 as appropriate.

EXHIBIT D

TECHNICAL SPECIFICATIONS WATER TREATMENT CHEMICALS

Item No. 3 - Sodium Hydroxide

Sodium Hydroxide is intended for use in the stability process of potable drinking water. This chemical is intended specifically for use in the manipulation of pH for stability purposes in the treatment of potable water.

1. Sodium Hydroxide (caustic soda) shall be liquid 50% sodium hydroxide (NaOH) in accordance with AWWA Standard B501-08 (or latest edition) modified as follows:
 - a. Affidavit of compliance stating that the Sodium Hydroxide complies with the applicable provision of AWWA Standard B501-08 (or latest edition) and these specifications are required.
 - b. Shipment shall be in bulk by tanker truck.
 - c. Certificate of Analysis (COA) and Certified weight tickets for each shipment will be required.
 - d. Supplier shall be responsible for pumping Sodium Hydroxide into Authority's storage tanks and shall provide all necessary equipment compatible with the Authority's filling station.
2. Sodium Hydroxide shall meet NSF-60 or 61 as appropriate.
3. Sodium Hydroxide shall be bid on a dry ton basis.

EXHIBIT D

TECHNICAL SPECIFICATIONS WATER TREATMENT CHEMICALS

Item No. 4 - Copper Sulfate

Copper Sulfate is intended for use in controlling and/or removing causative agents responsible for producing taste and odors in the treatment of potable water.

1. Copper Sulfate shall be commercial grade of copper sulfate penthydrate at least 99% $\text{CuSO}_4 \cdot 5\text{H}_2\text{O}$ in accordance with AWWA Standard B602-08 (or latest edition) modified as follows:
 - a. Affidavit of compliance stating that the Copper Sulfate complies with the applicable provisions of AWWA Standard B602-08 (or latest edition) and these specifications are required.
 - b. May be shipped in 50 pound multi-wall bags. Palletizing to be included in bid price. Pallets will have slats on both sides of wooden frame.
 - c. Shall be Size A as defined in AWWA Standard B602-08 (or latest edition).
2. Copper Sulfate shall meet NSF-60 or 61 as appropriate.

EXHIBIT D

**TECHNICAL SPECIFICATIONS
WATER TREATMENT CHEMICALS**

Item No. 5 – Copper Sulfate Solution

Copper Sulfate based algaecide solutions are intended for use in controlling and/or removing causative agents responsible for producing taste and odors in the treatment of potable water.

1. The active ingredient shall be commercial grade copper sulfate pentahydrate with a metallic copper equivalent of 5% by weight in accordance with AWWA Standard B602-17 (or latest edition) modified as follows:
 - a. Copper Sulfate shall be a liquid formulation of copper registered with the US EPA as an algaecide and bactericide.
 - b. Affidavit of compliance stating that the Copper Sulfate complies with the applicable provisions of AWWA Standard B602-17 (or latest edition) and these specifications are required.
 - c. Shall be shipped in IBC Totes with approximately 275 gallon capacity. Totes/containers to be included in bid price. Empty totes/containers shall be removed by vendor.
 - d. Product must have a pH of 0.2 to 0.3.

2. Copper Sulfate shall meet NSF-60 or 61 as appropriate.

EXHIBIT E

SAFETY MEASURES WATER TREATMENT CHEMICALS

All successful bidders shall supply, in writing, an emergency spill response plan with the appropriate emergency response personnel names and telephone contact numbers (24-hour contact numbers). In addition, the proper spill response notification procedure, along with any forms required by all local, state, or federal regulatory agencies, shall be supplied by the bidder. This section in no way relieves the successful bidder of its responsibility to notify the proper regulatory agencies of a spill incident. In the event of a spill or leak, the bidder shall supply the necessary personnel to respond to such an event, to work with the local Hazardous Materials Response Team, and to manage and oversee "After Event" cleanup efforts. Should a spill or leak occur, caused by Bidder's personnel, equipment, or method of delivery, Bidder shall immediately comply with all applicable terms and conditions of Reauthorization Act of 1986, 42 U.S.C.G. 11001, et seq. (SARA), the Florida Hazardous Materials Emergency Response and Community Right-to-Know Act, Chapter 252, Part II, Florida Statutes, and Section 403.077, Florida Statutes. The responsibility of compliance with federal and state rules and regulations regarding vendor caused spills or releases shall hold the Peace River Manasota Regional Water Supply Authority harmless for any failure to properly report and/or comply with this provision.

All successful bidders shall provide an appropriate safe handling training course, within the first month of the contract, to all current Peace River Facility operations personnel and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the contract period.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
March 31, 2021

CONSENT AGENDA
ITEM 5

Award Contract for Treatment Trains 5 & 6 Rehabilitation Project

Recommended Action

Motion to approve and authorize Executive Director to execute a construction contract for the Treatment Trains 5 & 6 Rehabilitation Project with Poole & Kent Company of Florida for an amount not-to-exceed \$3,534,507.

Plant 3 (Treatment Trains 5 & 6) has been in service since 2009 and has accrued nearly 100,000 hours of runtime and has treated an estimated 40 billion gallons of water since placed into service. In 2020, Black and Veatch performed a Plant 3 condition assessment and made recommendations for system optimizations, improvements, rehabilitations, and replacements necessary to maintain the treatment facility at a high standard of reliability and performance. Work for this rehabilitation project cleaning, concrete restoration, and protective coating applications for six (6) multimedia filters, two (2) solid contact units, and other ancillary concrete chambers and spaces. It will also include rehabilitation of rake drive and rapid mixer drives in the solid contact units, rebuilding of the six (6) multi-media filters with all new filtration media and associated stainless steel underdrain repairs, and removal and replacement of fifty-six (56) filter control valves with actuators.

The Project was bid in accordance with Authority procurement policy and two bids were timely received on March 12, 2021. The lowest responsive and responsible bidder was Poole & Kent Company of Florida, with a total base bid of \$2,870,400. The bid submittal also contains additive alternates in the total amount of \$364,107, and an Owners Allowance of \$300,000 for out-of-scope work if approved by the Executive Director, for a total bid price of \$3,534,507. Staff recommends award of the construction contract for the Treatment Trains 5 & 6 Rehabilitation Project to Poole & Kent Company of Florida in an amount not to exceed \$3,534,507. The Project is budgeted in R&R.

Budget Action: No action needed

Attachments:

- Tab A Staff Memorandum, Engineers Recommendation Letter and Notice of Intended Decision
- Tab B Invitation to Bid, Bid Form and Construction Contract

TAB A
Staff Memorandum
Engineer's Recommendation
Notice of Intended Decision

MEMORANDUM

DATE: March 18, 2021

TO: Patrick Lehman, Executive Director

FROM: Chris Rogers, Project Manager III

RE: Award Contract for Construction of the Treatment Trains 5 & 6 Rehabilitation Project

Recommendation

Staff recommends award and execution of a construction contract with the lowest responsive and responsible bidder for the Treatment Trains 5 & 6 Rehabilitation Project, Poole & Kent Company of Florida, for an amount not-to-exceed \$3,534,507. This NTE cost includes a base bid of \$2,870,400, Owners Allowance of \$300,000, and \$364,107 in additional alternate work. The contract will be provided for Board consideration at the March 31, 2021 meeting.

Background

Treatment Trains 5 & 6 have been in service for over 11 years and has accrued nearly 100,000 hours of runtime and has treated an estimated 40 billion gallons of water since placed into service in 2009. A recent a condition assessment report of these trains made recommendations for system optimizations, improvements, rehabilitations, and replacements as necessary to maintain the treatment facility at a high standard of reliability and performance. Black & Veatch was selected to design construction plans for the project. The Treatment Trains 5 & 6 Rehabilitation Project work includes all ancillary and appurtenant work connected with this replacement, including emptying, cleaning, concrete restoration, and protective coating applications for six (6) multimedia filters, two (2) solid contact units, and other ancillary concrete chambers and spaces. It will also include rehabilitation of rake drive and rapid mixer drives in the solid contact units, rebuilding of the six (6) multi-media filters with all new filtration media and associated stainless steel underdrain repairs, and removal and replacement of fifty-six (56) filter control valves with actuators.

Discussion

Construction bids for this project were solicited through a formal procurement advertisement issued on February 10, 2021 (attached). A mandatory pre-bid conference was conducted on February 23, 2021 at 10:00 AM at the Peace River Facility. The deadline for questions about the project was close of business March 2, 2021. Bids were due on March 12, 2021 at 2:00 PM at the Authority's administrative office located at 9415 Town Center Parkway in Lakewood Ranch,

Florida.

Two (2) bids were received and they are listed in ascending order in Table 1 on the following page. The bids were reviewed by the engineer-of-record for the design, permitting and bid phases of the project, Black & Veatch Corporation. Their letter of recommendation and bid tab is attached. The low bidder, Poole & Kent Company of Florida of Tampa, Florida. Black & Veatch reviewed the bids and found no errors or omissions and recommended award of the project to the Poole & Kent Company of Florida.

TABLE 1
Filter Covers Project Bid Results

Rank	Company Name	Base Bid Price
1	Poole & Kent Company of Florida	\$2,870,400.00
2	TLC Diversified, Inc.	\$3,092,660.00

The engineer's estimated base cost on project was \$3,970,000, and so the low bidder was nearly \$1,100,000 below the base work estimate. Additionally, the two bids were within 8% of each other, reflecting widespread understanding of the scope of the project and good competition.

The total Pool and Kent Bid was \$3,534,507 which consisted of the base bid (\$2,870,400), an Owners Allowance (\$300,000), and three (3) Additive Alternates which included epoxy coatings on various pipes and equipment and spare PAC Mixer Drives (\$364,047).

The Notice of Intended Decision (attached) which was posted on March 17, 2021. A copy of the contractor's bid has been attached here along with the Construction Contract modified to reflect award to Poole & Kent Company of Florida, for a price not to exceed \$3,534,507.

Copies of the following are enclosed:

- (1) Engineer's Recommendation and Bid Tab
- (2) Notice of Intended Decision

Peace River Manasota Regional Water Supply Authority
Treatment Trains 5 & 6 RehabilitationB&V Project 406161
B&V File: 65.0000
March 17, 2021Chris Rogers
Peace River Manasota Regional Water Supply Authority
9415 Town Center Pkwy
Lakewood Ranch, FL 34202

RE: Bid Evaluation – Treatment Trains 5 & 6 Rehabilitation Project

Dear Mr. Rogers:

Two (2) bids were received on March 12, 2021 for the Treatment Trains 5 & 6 Rehabilitation Project. The following Bidders provided proposals:

Contractor	Base Bid	Total Bid Price (Owners Allowance + Additive Alternatives)
Poole & Kent Company of Florida	\$2,870,400	\$3,534,507
TLC Diversified, Inc.	\$3,092,660	\$3,574,050

The base bid spread of only 7% percent indicates that all contractors had a good understanding of the project, and the narrow range between the Total Bid Prices received indicate a competitive bidding climate, with a favorable result for the Owner. A summary bid tab is attached herein.

The Engineer's Opinion of Probable Construction Cost (OPCC) for this project was \$3,970,000.

The apparent Low Bidder, Poole & Kent Co of Florida, attended the mandatory pre-bid meeting, holds a Florida general contractor license, and has met all the other bid submittal requirements. It is Black & Veatch's opinion Poole & Kent Co of Florida has the required experience and qualifications to perform this Work successfully. Black & Veatch recommends the Treatment Trains 5 & 6 Rehabilitation Project be awarded to Poole & Kent Co of Florida as the lowest responsive bidder.

Sincerely,

BLACK & VEATCH

Mike McGee, P.E.
Senior Engineering Manager

Peace River Manasota Regional Water Supply Authority
 Treatment Trains 5 & 6 Rehabilitation Project
 Bid Summary
 March 12, 2021

	Total Base Bid Price (Plus \$300K Owner's Allowance)	Total Add Alternates	Total Base Bid Plus Add Alternates	Percent of low bid	Percent of OPCC	Experience	Addenda	All Other Required Bid Forms	Valve/Actuator Manufacturer
Poole & Kent Co of Florida	\$3,170,400	\$364,107	\$3,534,507	100.0%	89.0%	Yes	Yes	Yes	Dezurik/K-Tork
TLC Diversified, Inc.	\$3,392,660	\$181,390	\$3,574,050	101.1%	90.0%	Yes	Yes	Yes	Dezurik/K-Tork
B&V OPCC			\$3,970,000						

**NOTICE OF INTENDED DECISION FOR AWARD OF CONTRACT -
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
TREATMENT TRAINS 5 & 6 REHABILITATION PROJECT**

Recommended Action - **Accept** bid and award contract to lowest, responsible, and responsive bidder, Poole & Kent Company of Florida, for the Peace River Manasota Regional Water Supply Authority Treatment Trains 5 & 6 Rehabilitation Project.

Bids were requested and two (2) bids were received by the submission deadline on March 12, 2021. No bids were rejected and all bids met the requirements of the Instructions to Bidders and the Bid Documents. Below is a Bid tabulation summary of all valid bids received (listed in alphabetical order):

Company	Base Bid Amount	
Poole & Kent Company of Florida	2,870,400.00	← low bid
TLC Diversified, Inc.	3,092,660.00	

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 [on the Procurement page] 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: March 17, 2021

Peace River Manasota Regional Water Supply Authority
Treatment Trains 5 & 6 RehabilitationB&V Project 406161
B&V File: 65.0000
March 17, 2021Chris Rogers
Peace River Manasota Regional Water Supply Authority
9415 Town Center Pkwy
Lakewood Ranch, FL 34202

RE: Bid Evaluation – Treatment Trains 5 & 6 Rehabilitation Project

Dear Mr. Rogers:

Two (2) bids were received on March 12, 2021 for the Treatment Trains 5 & 6 Rehabilitation Project. The following Bidders provided proposals:

Contractor	Base Bid	Total Bid Price (Owners Allowance + Additive Alternatives)
Poole & Kent Company of Florida	\$2,870,400	\$3,534,507
TLC Diversified, Inc.	\$3,092,660	\$3,574,050

The base bid spread of only 7% percent indicates that all contractors had a good understanding of the project, and the narrow range between the Total Bid Prices received indicate a competitive bidding climate, with a favorable result for the Owner. A summary bid tab is attached herein.

The Engineer's Opinion of Probable Construction Cost (OPCC) for this project was \$3,970,000.

The apparent Low Bidder, Poole & Kent Co of Florida, attended the mandatory pre-bid meeting, holds a Florida general contractor license, and has met all the other bid submittal requirements. It is Black & Veatch's opinion Poole & Kent Co of Florida has the required experience and qualifications to perform this Work successfully. Black & Veatch recommends the Treatment Trains 5 & 6 Rehabilitation Project be awarded to Poole & Kent Co of Florida as the lowest responsive bidder.

Sincerely,

BLACK & VEATCH

Mike McGee, P.E.
Senior Engineering Manager

Peace River Manasota Regional Water Supply Authority

Treatment Trains 5 & 6 Rehabilitation Project

Bid Summary

March 12, 2021

	Total Base Bid Price (Plus \$300K Owner's Allowance)	Total Add Alternates	Total Base Bid Plus Add Alternates	Percent of low bid	Percent of OPCC	Experience	Addenda	All Other Required Bid Forms	Valve/Actuator Manufacturer
Poole & Kent Co of Florida	\$3,170,400	\$364,107	\$3,534,507	100.0%	89.0%	Yes	Yes	Yes	Dezurik/K-Tork
TLC Diversified, Inc.	\$3,392,660	\$181,390	\$3,574,050	101.1%	90.0%	Yes	Yes	Yes	Dezurik/K-Tork
B&V OPCC			\$3,970,000						

TAB B
Invitation to Bid
Bid Form
Construction Contract

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
INVITATION TO BID
TREATMENT TRAINS 5 & 6 REHABILITATION PROJECT

The Peace River Manasota Regional Water Supply Authority (“Owner”) is requesting sealed bids for the Treatment Trains 5 & 6 Rehabilitation Project addressed to the attention of the Procurement Officer at the Owner’s Administrative Office at the address listed below no later than 2:00 p.m. EST on March 12, 2021:

Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, Florida 34202
(941) 316-1776

At said place and time, and promptly thereafter, all Bids that have been duly received in accordance with the Bid Documents, as described within this Invitation to Bid, will be publicly opened and read aloud. Bids received after 2:00 p.m. EST on March 12, 2021 will be returned to Bidder unopened.

The Treatment Trains 5 & 6 Rehabilitation Project will be located at the Owner’s Peace River Water Treatment Plant in Arcadia, Florida. Work includes all ancillary and appurtenant work connected with this replacement, including emptying, cleaning, concrete restoration and protective coating application for six (6) multimedia filters, two (2) solid contact units, and other ancillary concrete chambers and spaces, rehabilitation of the rake drive and rapid mixer drives in the solid contact units. It will include the rebuilding of the six (6) multi-media filters with all new filtration media and associated stainless steel underdrain repairs, and removal and replacement of fifty-six (56) filter control valves with actuators.

A Pre-Bid Conference will be held on February 23, 2021 beginning at 10:00 a.m. EST at the Peace River Facility, Water Quality Training Facility, located at 8998 SW County Road 769 Arcadia, Florida 34269. Attendance at the Pre-Bid Conference is mandatory.

A copy of the Bid Documents is available for downloading at no charge at the Owner’s website (www.regionalwater.org) or by contacting Rachel Kersten at the above address and phone number or via e-mail at RKersten@regionalwater.org. The Authority may also use DemandStar, a third-party provider, to distribute proposals. Visit the DemandStar website at www.DemandStar.com for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with the Authority.

All technical or procedural questions related to this Invitation to Bid shall be directed in writing to Chris Rogers, Project Manager, via email at crogers@regionalwater.org. Questions asked/answered will be periodically posted to the Owner’s website or through DemandStar. The final cut-off date/time for all questions shall be March 2, 2021 at 5:00 p.m. EST. Questions received after the cut-off date/time for all questions will go unanswered.

Dated February 10, 2021

Patrick J. Lehman, Executive Director
Peace River Manasota Regional Water Supply Authority

BID FORM

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
TREATMENT TRAINS 5 & 6 REHABILITATION PROJECT**

ARTICLE 1 – BID RECIPIENT

1.1 This Bid is submitted to the Peace River Manasota Regional Water Supply Authority (“Owner”) at:

Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, Florida 34202.

1.2 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bid Documents to perform all Work as specified or indicated in the Bid Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bid Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.1 Bidder accepts all of the terms and conditions of the Invitation to Bid and the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for one hundred (100) calendar days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder shall provide to the Owner proper Certificates of Insurance meeting the terms of the Agreement within five (5) days of Notice of Award. Bidder shall sign and submit the Agreement with the respective bonds and other documents required by the Bid Documents to Owner within fifteen (15) calendar days after the date of Owner’s Notice of Award.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.1 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bid Documents, other related data identified in the Bid Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
1	February 19, 2021
2	February 26, 2021
3	March 3, 2021

B. Bidder finds the terms therein to be reasonable and sufficient.

C. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- D. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- E. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Supplementary Conditions as containing reliable "technical data."
- F. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bid Documents; permits, examinations, investigations, tests, studies, data concerning the Site conditions, and drawings identified in the Bid Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bid Documents; and (3) Bidder's safety precautions and programs.
- G. Based on the information and observations referred to in Paragraph 3.1.F above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bid Documents.
- H. 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 Bid Documents.
- I. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bid Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bid Documents.
- J. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bid Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- K. The Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.1 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted as part of any collusive agreement or rules of any group, association, organization, or corporation;

- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from Bid;
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the award of the Project. For the purposes of this Paragraph 4.01.D:
 - 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 Bid process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the Bid 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;
 - 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 Bid process or affect the execution of the Contract;
- E. Bidder is not currently on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, or the Scrutinized Companies that Boycott Israel List, nor has the Bidder been engaged in business operations in Cuba or Syria; and
- F. An employee of the Bidder has attended the Pre-Bid Conference.

ARTICLE 5 – BASIS OF BID

- 5.1 Bidder will complete the Work in accordance with the Contract Documents for the following prices:

BID SCHEDULE: TREATMENT TRAINS 5 & 6 REHABILITATION PROJECT

Bid Item	Description	Units	Estimated Quantity	Unit Price	Bid Price
1	Remove Defective Concrete & Surface Repairs – Overlay Thickness < 1/4"	Square Feet	2,000	\$ 10.75	\$ 21,500
2	Remove Defective Concrete & Surface Repairs – Overlay Thickness > 1/4" and < 3/4"	Square Feet	23,000	\$ 11.92	\$ 274,160
3	Remove Defective Concrete & Repair Concrete Spalls	Cubic Feet	5	\$ 1,196.20	\$ 5,981
4	Epoxy Protective Coating for Concrete Surfaces	Square Feet	23,500	\$ 1.41	\$ 33,135
5	Pressure Cleaning w/Scaffolding	Square Feet	10,500	\$ 1.33	\$ 13,965
6	Repair Seepage Cracks	Linear Feet	200	\$ 21.94	\$ 4,388
7	Repair Structural Cracks (Epoxy Injection)	Linear Feet	200	\$ 60.23	\$ 12,046
8	Repair Control Joint Sealant Groove	Linear Feet	840	\$ 32.28	\$ 27,115
9	Grinding Filter Concrete Floor Surface (<1/2")	Square Feet	400	\$ 32.28	\$ 12,912
10	Grinding Filter Concrete Floor Surface (>1/2" To <1")	Square Feet	400	\$ 17.13	\$ 6,852
11	Levelling of Filter Concrete Floor with Self-Levelling Surface Repair Material	Each	6	\$ 7,731	\$ 46,386
12	Replacement of Existing 1/2" Threaded Rod Anchors	Each	300	\$ 105	\$ 31,500
13	All Other Work Required to Complete the Base Bid	Lump Sum	N/A	\$ 2,380,460	\$ 2,380,460
Total Base Bid	Bid Items 1 Through 13			\$ 2,870,400	\$ 2,870,400
Owner's Allowance	Contingency Allowance for Items to Be Determined				\$ 300,000
Total Bid Price	Total Base Bid + Owner's Allowance				\$ 3,170,400
Additive Alternate 1	Epoxy Protective Coatings for Piping < 4" in Diameter	Linear Feet	2,030	\$ 19.00	\$ 38,570
Additive Alternate 2	Epoxy Protective Coatings for Large Process Piping, Transfer Pumps, and Misc. Items (Steps, Bollards, Hydrants, Valve Floor Stands, and Backflow Assembly).	Lump Sum	N/A	\$ 233,363	\$ 233,363
Additive Alternate 3	Spare PAC Mixer Drives (one of each size), See Specification Section 11520	Lump Sum	N/A	\$ 92,174	\$ 92,174
Alternate Total Bid Price	Total Base Bid + Owner's Allowance + Additive Alternates			\$ 3,534,507	\$ 3,534,507

PROPOSED TOTAL BASE CONTRACT PRICE (Item Nos. 1 through 13): \$ 2,870,400

Two million, eight hundred and seventy thousand, four hundred Dollars
(Total Amount Written in Figures)

PROPOSED TOTAL BASE CONTRACT PRICE (Item Nos. 1 through 13):

Two million, eight hundred and seventy thousand, four hundred Dollars
(Total Amount Written in Words)

Signature: 
Patrick H. Carr, President & CEO

Date: March 12, 2021

- 5.2 Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.
- 5.3 Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids. Final payment for all unit price Bid items will be based on actual quantities in accordance with the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.1 Bidder agrees that it will achieve Substantial Completion of the Work within 250 calendar days from the date on which Owner issues Contractor a Notice to Proceed.
- 6.2 Bidder agrees that it will achieve Final Completion of the Work within 280 calendar days from the date on which Owner issues Contractor a Notice to Proceed.
- 6.3 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of a failure by Bidder to timely achieve Substantial Completion and/or Final Completion.
- 6.4 Notwithstanding Paragraph 6.1-6.2, Bidder acknowledges that the Owner may need to delay the shut down of the Peace River Water Treatment Plant (“Facility Shutdown Date”) to ensure water quantities are available to meet the Owner’s Customers’ demands. Any delay to the Facility Shutdown Date by the Owner shall be remunerated on a calendar day for calendar day basis to the Substantial Completion and Final Completion dates.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.1 The following documents are submitted with and made a condition of this Bid:
 - A. Bid Bond;
 - B. Public Entities Crimes Statement;

- C. Non-Collusion Affidavit;
- D. Statement of Contractor's Qualifications/Questionnaire;
- E. Trench Safety Compliance Statement; and
- F. Subcontractors and Suppliers Declaration.

ARTICLE 8 – DEFINED TERMS

8.1 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 9 – DECLARATION OF VALVE AND ACTUATOR MANUFACTURER AND MODEL NUMBER

QUANTITY	DESCRIPTION	MANUFACTURER NAME	MODEL NUMBER
28	24" BUTTERFLY VALVE	DeZurik	BAW
28	ACTUATOR FOR ABOVE	K-Tork K-Tork	KT-30-DA-HT-MO EP-0 167-104-05-004M
14	12" BUTTERFLY VALVE	DeZurik	BAW
14	ACTUATOR FOR ABOVE	K-Tork K-Tork	147-104-05-004M KT-40-DA-HT-MO EP-0
7	14" BUTTERFLY VALVE	DeZurik	BAW
7	ACTUATOR FOR ABOVE	K-Tork K-Tork	KT-40-DA-HT-MO EP-0 147-104-05-004M
7	6" BUTTERFLY VALVE	DeZurik	BAW
7	ACTUATOR FOR ABOVE	K-Tork K-Tork	087-104-05-004M KT-20-DA-HT-MO EP-0

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ARTICLE 10 – BID SUBMITTAL

10.1 This Bid is submitted by: Poole & Kent Company of Florida

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)


Name (typed or printed): _____

A Corporation

Corporation Name: Poole & Kent Company of Florida

State of Incorporation: Delaware

Type (General Business, Professional, Service, Limited Liability): General Contractor

By:  _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Patrick H. Carr

Title: President & CEO

Attest  _____

Date of Qualification to do business in Florida is 06 / 21 / 2004.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 18245 Paulson Drive, Suite #125

Port Charlotte, FL 33954

Phone No. 941-206-2210 Fax No. 813-253-2515

E-mail patrickc@pkflorida.com (Patrick Carr)
daveb@pkflorida.com (David BuShea)

SUBMITTED on March 12, 2021.

State Contractor License No. CGC061808. *[If applicable]*

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):
Poole & Kent Company of Florida
1715 W. Lemon Street, Tampa FL 33606

SURETY (Name and Address of Principal Place of Business):
Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183

OWNER
Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, FL 34202

BID

Bid Due Date: March 12, 2021

Description (Name and Location): Treatment Trains 5 & 6 Rehabilitation Project
Peace River Facility
8998 SW County Road 769
Arcadia, FL 34269 (DeSoto County)

Bond Number: N/A

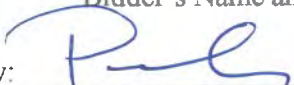
Date (Not earlier than Bid due date): March 12, 2021

Penal sum: \$ Five Percent of the Amount Bid 5% of Amt. Bid
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Poole & Kent Company of Florida
Bidder's Name and Corporate Seal

By: 
Signature

Patrick H. Carr
Print Name
President & CEO
Title

Attest: 
Signature

David A. Strickland, Asst Secretary
Print Name & Title

SURETY

Travelers Casualty and Surety Company of America
Surety's Name and Corporate Seal

By: 
Signature (Attach Power of Attorney)

Camille Maitland
Print Name Non Resident License #W012268

Attorney-In-Fact
Title

~~XXXX~~ Witness: 
Signature

Liliana Maitland
Print Name ~~XXXX~~

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Treatment Trains 5 & 6 Rehabilitation Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 90 calendar days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than 1 year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Treatment Trains 5 & 6 Rehabilitation Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

CAMILLE M MAITLAND

License Number : W012268

Non Resident Insurance License

● 0920 - NONRES GEN LINES (PROP & CAS)

Issue Date

09/03/2010

NOTICE - This non-resident license is limited to the classes of insurance reflected above and is further limited to ONLY those classes of insurance for which you are licensed in your home state.

Please Note:

A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://dice.flds.com>. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at <http://www.MyFloridaCFO.com/Division/Agents>



Jeff Atwater
Chief Financial Officer
State of Florida



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Camille Maitland of Uniondale, New York**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 12th day of March, 2021




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

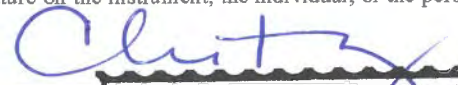
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CT 06183

PRINCIPAL'S ACKNOWLEDGMENT

State of Florida, County of Miami-Dade, ss.

On this 12th day of March in the year 2021, before me, the undersigned, personally appeared Patrick H. Carr, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.




SURETY COMPANY'S ACKNOWLEDGMENT

State of NEW YORK, County of NASSAU }ss.

On this 12th day of March in the year 20 21, before me, the undersigned, personally appeared Camille Maitland, personally known to me, and who, being by me duly sworn, did depose and say: That he/she resides in Kings County, New York; that he/she is Attorney-in-Fact of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**, the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said Company; that the seal affixed to said instrument is such corporate seal; and that he/she signed said instrument as Attorney-in-Fact by authority of the Board of Directors of said Company; and affiant did further depose and say that the Superintendent of the State of New York Department of Financial Services has, pursuant to Section 1111 of the New York Insurance Law, issued to **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA** his/her certificate that said Company is qualified to become and be accepted as surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law, and that such certificate has not been revoked.



Notary Public

NELLY RENCHIWICH
Notary Public, State of New York
No. 01RE6218158
Qualified in Nassau County
Commission Expires March 1, 2022

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2019

AS FILED IN THE STATE OF NEW YORK

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 90,238,215	UNEARNED PREMIUMS	\$ 1,079,715,557
BONDS	3,590,884,327	LOSSES	772,047,572
STOCKS	297,933,044	LOSS ADJUSTMENT EXPENSES	174,714,866
INVESTMENT INCOME DUE AND ACCRUED	37,250,410	COMMISSIONS	46,970,467
OTHER INVESTED ASSETS	3,986,514	TAXES, LICENSES AND FEES	14,728,588
PREMIUM BALANCES	263,354,263	OTHER EXPENSES	43,134,646
NET DEFERRED TAX ASSET	52,134,926	CURRENT FEDERAL AND FOREIGN INCOME TAXES	12,674,197
REINSURANCE RECOVERABLE	31,203,529	REMITTANCES AND ITEMS NOT ALLOCATED	17,964,746
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	3,732,602	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	26,565,278
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	11,831,826	RETROACTIVE REINSURANCE RESERVE ASSUMED	926,255
ASSUMED REINSURANCE RECEIVABLE AND PAYABLE	567,396	POLICYHOLDER DIVIDENDS	11,482,845
OTHER ASSETS	3,574,968	PROVISION FOR REINSURANCE	9,837,205
		ADVANCE PREMIUM	2,140,883
		PAYABLE FOR SECURITIES LENDING	3,732,602
		CEDED REINSURANCE NET PREMIUMS PAYABLE	46,059,812
		OTHER ACCRUED EXPENSES AND LIABILITIES	421,937
		TOTAL LIABILITIES	\$ 2,263,017,456
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,663,400,804
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,123,684,564
TOTAL ASSETS	\$ 4,386,702,020	TOTAL LIABILITIES & SURPLUS	\$ 4,386,702,020


SUBCONTRACTORS AND SUPPLIERS DECLARATION

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
TREATMENT TRAINS 5 & 6 REHABILITATION PROJECT**

To enable the Owner and the Engineer to evaluate the Bidder's qualifications to perform the Project, the Bidder shall list in the spaces below each Subcontractor, Supplier, individuals, or entities to whom the Bidder intends to award a Subcontractor in excess of two percent (2%) of the proposed total contract price. List the Subcontractors, Suppliers, individuals, or entities in descending order, from the highest percentage to the lowest percentage. Owner and Engineer, at their sole discretion, reserve the right to accept or deny the use of the proposed Subcontractor, Suppliers, individuals, and entities. Bidder shall be responsible for any and all work performed by Subcontractors, Suppliers, individuals, or entities, regardless whether the Owner and Engineer accept the use of the Bidder's proposed Subcontractors, Suppliers, individuals, or entities. Bidder shall also list all leased employees and the name of the company that such employees work for, if applicable.

The Bidder certifies that the following Subcontractors, Suppliers, individuals, or entities, if acceptable to the Owner, shall be awarded subcontracts for the following portions of the Project in the event that the Bidder is awarded the Contract.

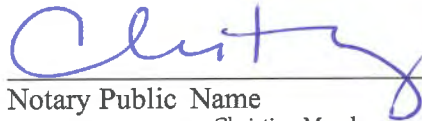
Work To Be Performed or Material/Equipment Supplied	Name/Address	Percent of Proposed Total Contract Price
Valves & Actuators	Dezurik / K-tork	18%
Clarifier & Filter Equipment	QVIVO	17%
Coatings	Cypress Coatings	17%
Instrumentation	DEC Controls	3%
Electrical	BL Smith Electric	2%

BIDDER: Poole & Kent Company of Florida
 By: 
 Patrick H. Carr
 Its: President & CEO
 Date: March 12, 2021

STATE OF Florida

COUNTY OF Miami-Dade

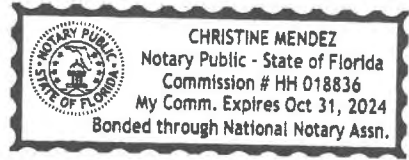
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this March 12, 2021 by Patrick H. Carr, President & CEO of Poole & Kent Company of Florida, a Florida company organized under the laws of the State of Delaware, on behalf of the company, who is personally known to me or has produced personally known as identification.



Notary Public Name
Name (Printed) Christine Mendez

My commission expires October 31, 2024.

(Printed typed or stamped Commissioned name of Notary Public)



STATEMENT OF CONTRACTOR'S QUALIFICATIONS / QUESTIONNAIRE

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
TREATMENT TRAINS 5 & 6 REHABILITATION PROJECT**

In addition to the minimum standard requirements enumerated in Article 3 of the Instructions to Bidders, the Owner requires Bidders to complete this form to be submitted along with their Bid.

CONTRACTOR (COMPANY) HISTORY

- a. In continuous business for how many years under current name? 17 years
 - b. If a name change within the past 5 years, what was the previous name? N/A *
 - c. How many years did the Company operate under the former name? *1947-2004 The Poole and Kent Company
 - d. Number of current full-time employees? 146
 - e. Number of leased employees? "0 (Leased employees are hired as needed for temporary labor)"
 - f. How many years working in the State of Florida? 74 years
 - g. Have constructed at least ten (10) multi-media, declining rate filters with corrugated metal underdrain gravel support systems, backwashing capability, and air scour distribution headers within the past fifteen (15) years. Yes. If yes, provide information in the Experience Record section below.
 - h. Has the Company, under its current/former name, ever filed for bankruptcy protection? If yes, when? No
 - i. Has the Company had its contractor's license revoked by the State of Florida within the past seven (7) years? No
 - j. Has a surety firm completed a contract on behalf of the Company within the past seven (7) years because the Company was in default or its contract was terminated? No
 - k. Has the Owner assessed liquidated damages against the Company within the past ten (10) years? No
 - l. Has the Company been in litigation with Charlotte, DeSoto, Manatee, or Sarasota Counties or the City of North Port within the past ten (10) years (answer and provide details)? No
-
-

DESIGNATED SUPERINTENDENT EXPERIENCE

- a. Designated Superintendent's Name? Dave Springhetti
- b. How many years of experience in water/wastewater treatment facility construction industry? 43 years
- c. How many years with the Company? 15 Years
- d. Certifications and Training? See attached Resume

EXPERIENCE RECORD

Provide the following information on having constructed at least ten (10) multi-media, declining rate filters with corrugated metal underdrain gravel support systems, backwashing capability and air scour distribution headers within the past fifteen (15) years. Also provide details on the Superintendent's experience history.

CONTRACTOR EXPERIENCE RECORD				
Year	Project Name	# of Filters	Filter Size (sf)	Reference/Contact Person Name & Telephone
	Please see attached.			

SUPERINTENDENT EXPERIENCE RECORD				
Year	Project Name	Total Value	Type of Construction	Reference/Contact Person Name & Telephone
	Please see attached Resume			

END OF SECTION

NON-COLLUSION AFFIDAVIT

OWNER: PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

ENGINEER: Black & Veatch, Inc.

PROJECT NAME: Treatment Trains 5 & 6 Rehabilitation Project

Affiant, Patrick H. Carr (name) being first duly sworn,
deposes and says that:

1. Affiant is President & CEO (Title) of Poole & Kent Company of Florida ("Bidder").
Affiant has personal knowledge of the matters set forth in this Affidavit and is competent to testify about them.
2. The Bidder has submitted to Peace River Manasota Regional Water Supply Authority ("Owner"), a bid to complete the above referenced Treatment Trains 5 & 6 Rehabilitation Project ("Bid").
3. This Non-Collusion Affidavit is executed by Affiant for inclusion with the submission to the Owner of its Bid and may be relied upon by the Owner in considering the Bid.
4. Affiant is fully informed about the preparation and contents of the Bid and of all pertinent circumstances surrounding the Bid, has not entered into any illegal contract, combination, conspiracy, or other unlawful act and the Bid is genuine, and is not a collusive or sham bid.
5. Neither the Bidder nor any of its officers, partners, agents, representatives, employees, or parties in interest, including this Affiant, have in any way entered or proposed to enter into any combination to prevent the making of any bid, or to fix a price or prices (including any overhead, profit or other cost elements) for the Bid; or have made any agreement, or given or promised any consideration to induce any other person not to submit a bid for the Treatment Trains 5 & 6 Rehabilitation Project, or to submit a bid at a specified price; or have secured or intended to secure through any agreement an unlawful advantage against the Owner, or any other person interested in the Treatment Trains 5 & 6 Rehabilitation Project.
6. The Bid is not intended to secure an unfair advantage or benefit from the Owner or in favor of any person interested in the Treatment Trains 5 & 6 Rehabilitation Project.

7. The prices proposed are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and neither the Bidder nor any of its officers, partners, owners agents, representatives, employees, or parties in interest, including this Affiant, have divulged information regarding the Bid or any data about the Bid to any other person.

By: 
Patrick H. Carr
Title: President & CEO

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this March 12, 2021 by Patrick H. Carr, President & CEO of Poole & Kent Company of Florida, a Florida company organized under the laws of the State of Delaware, on behalf of the company, who is personally known to me or has produced personally known as identification.


Notary Public
Name (Printed) Christine Mendez

My commission expires October 31, 2024.

(Printed typed or stamped Commissioned name of Notary Public)



PUBLIC ENTITY CRIMES STATEMENT

**Sworn Statement Under Section 287.133(3)(a),
Florida Statutes, on Public Entity Crimes**

This Statement must be signed and sworn in the presence of a Notary Public or other officer authorized to administer oaths:

1. This sworn statement is submitted to Peace River Manasota Regional Water Supply Authority by

Patrick H. Carr, President & CEO

(print individual's name and title)

for

Poole & Kent Company of Florida

(print name of entity submitting sworn statement)

Whose business address is

18245 Paulson Drive, Suite #125

Port Charlotte, FL 33954

and (if applicable) its Federal Employer Identification Number (FEIN) is

75-3163466

(if the entity has no FEIN, include the Social Security number of the individual signing this sworn statement: N/A).

2. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Section 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that “person” as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [**indicate which statement applies.**]

 ^X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph (1) above is for the public entity only and, that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO of any change in the information contained in this form.

BIDDER: Pooler & Kent Company of Florida



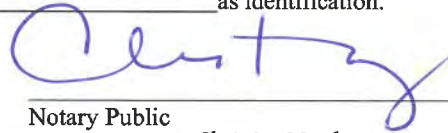
(Signature) Patrick H. Carr, President & CEO

Date March 12, 2021

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this March 12, 2021 by Patrick H. Carr, President & CEO of Pooler & Kent Company of Florida a Florida company organized under the laws of the State of Delaware, on behalf of the company, who is personally known to me or has produced personally known as identification.



Notary Public
Name (Printed) Christine Mendez

My commission expires October 31, 2021

(Printed typed or stamped Commissioned name of Notary Public)



TRENCH SAFETY COMPLIANCE STATEMENT

THIS STATEMENT MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This Sworn Statement is submitted with Bidder's Bid for the Treatment Trains 5 & 6 Rehabilitation Project ("Project").

2. This Sworn Statement is submitted to Peace River Manasota Regional Water Supply Authority by Poole & Kent Company of Florida ("Bidder") whose business address is 18245 Paulson Drive, Suite #125, Port Charlotte, FL 33954 and (if applicable) its Federal Employer Identification Number (FEIN) is 75-3163466.

3. The trench safety standards that will be in effect during the construction of this Project are the Occupational Safety and Health Administration's Excavation Safety Standards, 29 C.F.R. Chapter XVII, Parts 1926.650 Subpart P, which are adopted as the State of Florida standards pursuant to Section 553.62, Florida Statutes.

4. The undersigned assures that the Bidder will comply with the applicable trench safety standards and will adhere to any applicable special shoring requirements.

5. The undersigned estimates the cost of compliance with applicable trench safety standards to be \$ 5.00 per linear foot of trench to be excavated over 5' deep, and intends to comply by instituting the following procedures:
Sloping

6. The undersigned estimates the cost of compliance with any applicable special shoring requirements to be \$ 20.00 per square foot of shoring used, and intends to comply by instituting the following procedures:
Trench Box

7. The undersigned, in submitting this Bid, represents that he or she has reviewed and considered all available geotechnical information and made such other investigations and tests as he or she may deem necessary to adequately design the trench safety system(s) he or she will utilize on this Project.

BIDDER: Poole & Kent Company of Florida

Patrick H. Carr

(Signature) Patrick H. Carr, President & CEO

Date March 12, 2021

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this March 12, 2021 by Patrick H. Carr, President & CEO of Poole & Kent Company of Florida, a Florida company organized under the laws of the State of Delaware, on behalf of the company, who is personally known to me or has produced personally known as identification.

Christine Mendez

Notary Public
Name (Printed) Christine Mendez

My commission expires October 31, 2024.

(Printed typed or stamped Commissioned name of Notary Public)



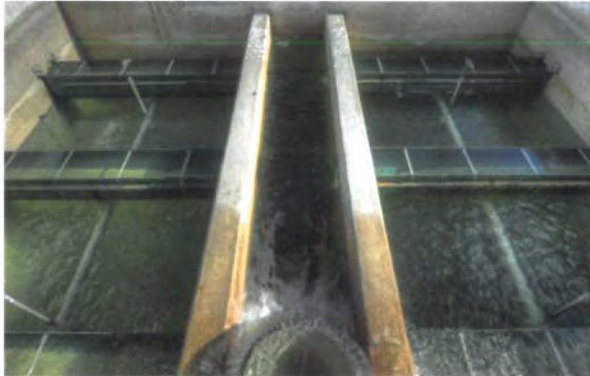
Contractor Experience Record

Poole & Kent has been constructing large scale water, water reclamation, and wastewater treatment facilities since the 1970s, many which include similar components to **Treatment Trains 5 & 6 Rehabilitation Project**. Below, please find a partial listing of public municipalities we have recently performed environmental water/sewer construction for:

- | | | |
|------------------------|-----------------------------|-------------------------------|
| 1. Broward County | 11. City of Arcadia | 21. City of Naples |
| 2. Charlotte County | 12. City of Boca Raton | 22. City of North Miami Beach |
| 3. Collier County | 13. City of Bowling Green | 23. City of North Port |
| 4. Hillsborough County | 14. City of Bradenton | 24. City of Punta Gorda |
| 5. Indian River County | 15. City of Cape Coral | 25. City of St. Petersburg |
| 6. Lee County | 16. City of Clearwater | 26. City of Sunrise |
| 7. Manatee County | 17. City of Coral Springs | 27. City of Tampa |
| 8. Miami-Dade County | 18. City of Fort Lauderdale | 28. City of Venice |
| 9. Palm Beach County | 19. City of Hollywood | 29. City of West Palm Beach |
| 10. Sarasota County | 20. City of Largo | 30. Town of Jupiter |

As required per the Instructions to Bidders, please find below and attached project experience which demonstrates construction of at least ten (10) filters with backwashing capability within the past fifteen (15) years. At least three (3) of the ten (10) filters have included air scour systems.

Year Completed	Project Name	# of Filters	Filter Size	Backwashing Capabilities	Air Scour System
2013	South District WWTP Filter System	30	15'3" x 44'	Yes	Yes
2015	Water Treatment Plant Improvements Phase III	16	9' x 18'	Yes	
2014	Filtration & Disinfection Improvements	3	9'6" x 48'	Yes	
2016	Howard Curren AWTP Denitrification Filter Media Replacement	12	105'2" x 5"	Yes	



REFERENCES

South District WWTP Filter System, Contract S-805

Miami-Dade Water and Sewer Department
James Ferguson, P.E., Senior Program Manager
P: 786-552-8756
E: james.ferguson@miamidade.gov

Water Treatment Plant Improvements Phase III

Eckler Engineering, Inc. (Engineering Consultant for City of Coral Springs)
Douglas Hammann, P.E.
P: 954-510-4700
E: dhammann@ecklerengineering.com

Filtration & Disinfection Improvements

City of Punta Gorda Utilities Department
Steven Leonard, Senior Project Manager
P: 941-575-5059
M: 941-628-6319
E: sleonard@ci.punta-gorda.fl.us

Howard Curren AWTP Denitrification Filter Media Replacement

City of Tampa
Mark Johnson, Engineering Technician IV
P: 813-393-6736
E: mark.johnson@tampagov.net



SOUTH DISTRICT WASTEWATER TREATMENT PLANT

HLD UPGRADE TO 285-MGD

FILTER SYSTEM, CONTRACT S-805

MIAMI, FLORIDA

Owner/Engineer:

Miami-Dade Water and
Sewer Department
(MDWASD)
3575 South LeJeune Road
Miami, FL 33146
James Ferguson
786-268-5250
jferg@miamidade.gov

Engineer:

Hazen and Sawyer
4000 Hollywood Blvd.
Suite 750N
Hollywood, FL 33021
John Hoffman
954-249-9288
jhoffman@hazenandsawyer.com

Prime Contractor:

Poole & Kent Company of
Florida

Project Duration:

1,915 Calendar Days

Notice to Proceed:

August 4, 2008

Final Completion:

October 31, 2013

PH 1 S.C. – 8/26/11

PH 2 S.C. – 6/21/12

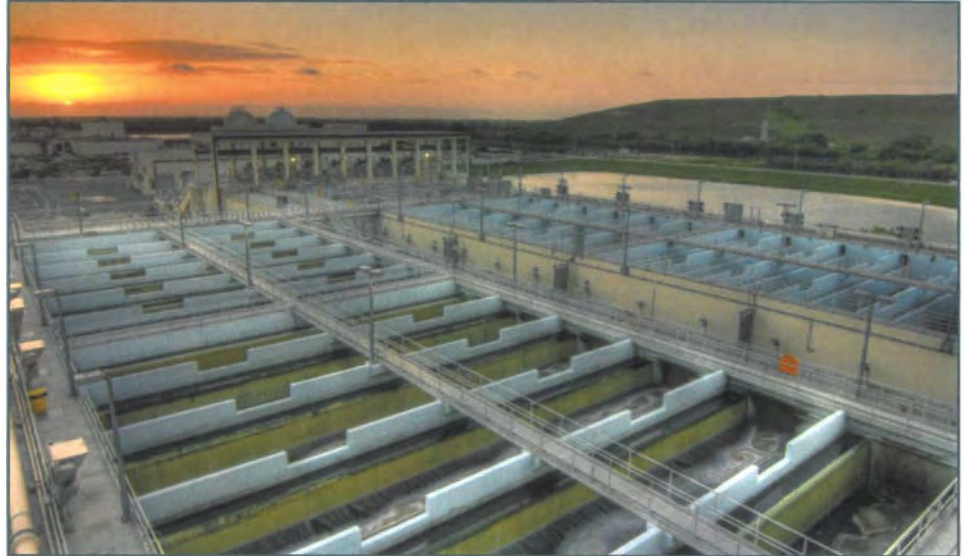
PH 3 S.C. – 1/14/13

Contract Value:

\$134,253,006 – Original

\$123,540,539 – Final

(Over \$10.7M in savings
provided to the Owner)



In 2004, Miami-Dade Water and Sewer Department (MDWASD) entered into a Consent Decree with the United States Environmental Protection Agency which mandated that the County's South District Wastewater Treatment Plant be upgraded to incorporate a 285 million gallon per day (mgd) capacity reclaimed water filtration system. In addition, the Decree mandated that the facility meet Florida Department of Environmental Protection (FDEP) High Level Disinfection (HLD) reclaimed water standards, as well as water quality equivalent to primary drinking water standards. This facility will be the largest in Florida to treat wastewater to these stringent standards, and the treated wastewater will be reclaimed for use as electrical cogeneration cooling water and for irrigation of green space at Zoo Miami. Due to the aggressive completion schedule mandated in the Decree, planning, pilot testing, design, and construction were fast-tracked.





SOUTH DISTRICT WASTEWATER TREATMENT PLANT HLD UPGRADE TO 285-MGD FILTER SYSTEM, CONTRACT S-805 MIAMI, FLORIDA

In June 2008, Poole & Kent Company of Florida (P&K) was awarded the contract for construction of the HLD Filter System Upgrade, one of the largest deep bed sand filter systems in the United States, consisting of 30 cells measuring 15.25 feet by 88 feet with six feet of sand filter media and with space for future expansion up to 48 cells.

Improvements included under the project include the following components:

- ◆ Three flocculation trains built within a single cast-in-place concrete tank, each equipped with flash mixing followed by slow mixing to enhance solids removal by the downstream filter system.
- ◆ Thirty deep-bed sand wastewater filters, including cast-in-place concrete basins, a filter underdrain system, filter media, washwater troughs, filter gallery piping, and control instrumentation.
 - The filter underdrain piping consists of 30 - 36" diameter x 95' long pipe runs which each has 66 - 4" outlets. Each outlet further divides into 2 branches which are cast into the foundation slab concrete and must be installed within a tolerance of 1/16". Poole & Kent designed and constructed a template which helped to meet the required tolerance and has been adopted by the manufacturer as the recommended method of installation.
 - Poole & Kent constructed two cofferdams on the north and south sides of the flocculation tank to transfer 285 mgd of wastewater to each of the 30 deep bed sand filters.
 - The deep bed filters contain 18,000 tons of gravel and filter media, which must be backwashed during installation. The specified construction sequence required that the permanent pumping equipment be used to perform this backwashing. The S-805 project is dependent upon another project to supply electrical power for the pumping equipment. Poole & Kent performed the gravel and media installation early, without the benefit of the permanent pumping equipment, by backwashing with a temporary pumping system. This also resulted in a substantial improvement in the construction schedule.
- ◆ This contract included 44,000 cubic yards of cast-in-place concrete. The specified schedule and sequence allocated 40 months for construction of this portion of the work. Poole & Kent completed this portion of the work to the complete satisfaction of the Owner and the Engineer in 24 months without any deficiencies by utilizing two structural subcontractors to perform the concrete work.
- ◆ The project included both hydraulic structures (tanks) and buildings which house various types of mechanical and electrical plant equipment. The tanks were constructed by one of the structural subcontractors and the buildings by the other. This innovative idea by Poole & Kent resulted in expedited completion of both the tank and building structures. At the height of concrete construction at least 1,000 cubic yards of concrete were being placed every week.





SOUTH DISTRICT WASTEWATER TREATMENT PLANT

HLD UPGRADE TO 285-MGD

FILTER SYSTEM, CONTRACT S-805

MIAMI, FLORIDA

- ◆ A filter backwash system consisting of three 275,000-gallon cast-in-place concrete backwash water supply tanks, eight horizontal split case, 200 horsepower (Hp), 8,000 gallons per minute (gpm), constant speed backwash pumps, backwash piping, and associated electrical, instrumentation, and controls.
- ◆ An air-scour system for the filter backwash system consisting of seven 500 Hp, 12,000 cubic feet per minute (cfm) positive displacement air blowers, air piping, filters, silencers, and instrumentation and controls.
- ◆ A backwash waste handling system consisting of three 500,000-gallon cast-in-place concrete waste washwater tanks and eight horizontal split case, 200 Hp, 8,000 gpm washwater pumps equipped with variable frequency drives, wastewater piping, and associated electrical, instrumentation, and controls.
- ◆ A 22,200 square foot (sf) North Filter Building to house air blowers and backwash supply and waste pumps for the North Filters, and a 22,200 sf South Filter Building to house the air blowers and backwash pumps for the South Filters, both buildings including architectural, structural, electrical, HVAC, and plumbing systems.
- ◆ A polymer filter aid storage, preparation, and feed system housed in a 4,200 sf Polymer Building.
- ◆ All major utilities including 6-24" water mains, waste lines, flush water lines, fire hydrants, chlorine piping, potable water, plumbing fixtures in filter building, storm water drainage, manholes, and catch basins.
- ◆ Approximately 1,630 LF of 96"/108" PCCP; 3,100 LF of 4"/8" WM lines; 5,352 LF of FW lines in the range of 6" to 16"; 1,250 LF of backwash waste piping ranging from 36" to 48"; and approximately 2,000 LF of other miscellaneous U/G piping and drains.
- ◆ All associated sitework, yard piping, plumbing, electrical, instrumentation, and controls improvements.

In addition, shortly after the Contract was awarded, MDWASD replaced the project's electrical engineer. The new electrical engineer modified a substantial portion of the electrical design. The changes not only affected the electrical portion of work, but also the structural, mechanical, and instrumentation work. These changes were made as the respective work was being performed. P&K





SOUTH DISTRICT WASTEWATER TREATMENT PLANT HLD UPGRADE TO 285-MGD FILTER SYSTEM, CONTRACT S-805 MIAMI, FLORIDA

coordinated these changes between the design team and its electrical subcontractor, as well as its other subcontractors, while at the same time maintaining and improving upon the project schedule.

P&K was responsible for scheduling, coordination, procurement, and execution of all aspects of construction of the facilities and process equipment. Due to the high volume of construction work being conducted on the site by other contractors outside of the filter project (14 other construction contracts were under way concurrently), successful completion of the project required extremely close coordination and cooperation with the Owner, Engineer, and other construction contractors. To this end, P&K's contract required multiple phases of construction and twelve distinct Substantial Completion (SC) milestones to maintain smooth operation of the existing treatment facility and coordination with related projects being constructed by others. During construction of the project, the Owner elected to substantially upgrade the control system for the filters from manual controls to a customized web-based, fully automated control system utilizing allowance funds provided within the contract.

P&K's contract also required full-scale performance testing of the filter system to meet the specified performance requirement of less than 5 parts per million total suspended solids (ppm TSS) in the filtered effluent. During testing, the system far exceeded this Contract requirement, consistently producing effluent with TSS of less than 1 ppm.

The project was constructed safely, on schedule, and within budget receiving a *Superior Performance* rating from Miami-Dade County, see below.

Miami-Dade County has implemented evaluations for all County projects to rate their Vendor's performance. The criteria the County evaluates is as follows:

- ✓ Schedule – Quality of Schedule and adherence to schedule resulting in timeliness and minimizing delay to the Owner and community.
- ✓ Cost effectiveness and efficiency – Budget compliance and value of work.
- ✓ Cooperation – Teamwork and relationship with the Owner, subs, and suppliers.
- ✓ Coordination – Ability to organize, schedule and complete tasks in adherence to the schedule.
- ✓ Accuracy and Technical Skills – Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation, and conflict resolution.
- ✓ Completeness – Compliance with contract documents, permits, codes and standards.
- ✓ Responsiveness – Timely, clear and concise responses to Owner comments and correspondence.
- ✓ Commitment – Intangibles and contribution to project success.
- ✓ Personnel – Quality and dedication of project staff.
- ✓ Management – Leadership ability
- ✓ Quality – Work performed correctly the first time.

Poole & Kent received a 4.0 which is *“Superior Performance – Exemplary quality, no intervention required – project completed on time or early at or below budget with no change orders or amendments other than Owner requested changes”*.

MIAMI-DADE COUNTY, FLORIDA
Capital Improvements Information System
Water and Sewer
Contract Evaluation
Duration Year: Biennial Evaluation

Contract: S-805 (A) West Order No. 95A
Contract Name: South District Wastewater Treatment Plant HLD Upgrade to 285 MGD Filter System
Award Amount: \$112,478,263.00 Contract: Julie N. Claridge, Jr.
Contract Type: CONSTRUCTION 786-552-7624
Contractor: Poole & Kent Company of Florida FEIN: 723143488

Evaluator ID: GARCIM Date: 3/24/2012 Period: Interim

Rating	Rating				Criteria
	5	4	3	1	
1	✓				Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community.
2	✓				Cost effectiveness & efficiency - Budget compliance & value of work.
3	✓				Vision - Design - Concepts or substance to criteria.
4	✓				Cooperation - Teamwork & relationship with owner, subs and suppliers.
5	✓				Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.
6	✓				Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution.
7	✓				Completeness - Compliance with contract documents, permits, codes & standards.
8	✓				Responsiveness - Timely, clear & concise responses to owner comments and correspondence.
9	✓				Commitment - Intangibles & contribution to project success.
10	✓				Personnel - Quality and dedication of project staff.
11	✓				Management - Leadership ability.
12	✓				Quality - Work performed correctly the first time.
Overall Performance Average: 4.0					

Documentation that supports this evaluation and Contractor/Consultant's comments can be obtained by contacting:
Mario Garcia, at Phone# 786-293-4193

Evaluation Reviewed by: Supervisor Division Chief Assistant Director Director

The method of delivery of this evaluation to contractor/consultant: Certified Mail Email Fax

Hand of: _____

Unresponsive Performance by contractor/consultant requires 2 delivery methods, one MUST be Certified Mail.
Evaluation delivered to: Daniel Salinas

http://intra.metro-dade.com/cis/frm/ContractorEvaluation.asp?SetContractID=212645434... 2/4/2012



WASTEWATER TREATMENT PLANT FILTRATION & DISINFECTION IMPROVEMENTS CONS-FILTRATION/PH2 PUNTA GORDA, FLORIDA



Owner / Client:

City of Punta Gorda
326 W. Marion Avenue
Punta Gorda, FL 33950
Phone: 941-575-5059
Fax: 941-575-3340

Owner Contact:

Steven Leonard, PMMC Senior
Project Manager
Cell: 941-628-6319
sleonard@ci.punta-gorda.fl.us

Engineer:

CPH, Inc.
5601 Mariner St, Ste 240
Tampa, FL 33609
Phone: 813-288-0233

Engineer Contact:

Wade Wood, P.E.
wwood@cphcorp.com

Prime Contractor:

Poole & Kent Company of Florida

Notice to Proceed:

October 23, 2012

Substantial Completion Date:

March 23, 2014

Contract Value:

\$3,246,418 – original
\$3,296,972 – final

The City owns a 4.0 million gallon per day (mgd) capacity wastewater treatment plant. Wastewater residuals are beneficially reclaimed by land application to on-site agricultural fields. Treated effluent is discharged to an on-site effluent disposal deep injection well. As part of the City of Punta Gorda's Capital Improvements Program the Wastewater Treatment Plant was scheduled for treatment improvements.

In October 2012, Poole & Kent Company of Florida (P&K) was given the Notice to Proceed on the filtration and disinfection improvements for the City. Improvements included under the project include the following components:

- ◆ Demolition of the existing chlorine contact chamber weirs and associated tanks and piping and miscellaneous structures in the location of the new sand filters.
- ◆ Construction of a polymer injection system including a FRP polymer feed building that houses the polymer pump skids, injection piping, and polymer storage.
- ◆ Construction of a monitoring well pump station that includes one 500-gallon storage tank, submersible pump, and associated piping.
- ◆ Construction of a cast-in-place concrete filter pump station consisting of four 15 HP submersible pumps, and a 30-inch DIP influent line with an emergency by-pass.





WASTEWATER TREATMENT PLANT FILTRATION & DISINFECTION IMPROVEMENTS CONS-FILTRATION/PH2 PUNTA GORDA, FLORIDA

- ◆ Three 2.0 mgd deep-bed wastewater filters, including cast-in-place concrete basins, a filter underdrain system, filter media, washwater troughs, filter gallery piping, and control instrumentation.
- ◆ Construction of a cast-in-place mudwell and mudwell pumping station, including two 7.5 HP submersible pumps.
- ◆ Construction of a cast-in-place concrete clear well with a water quality sampling structure.
- ◆ A high-rate backwash system including a backwash pump station with two submersible pumps and an air scouring system consisting of two (2) 150 HP, 2,280 cfm positive displacement rotary blowers, each with associated air piping, filters, silencers, and instrumentation and controls.
- ◆ Chlorine Contact Chamber modifications including the removal of the existing weirs.
- ◆ Modifications to the existing chlorine gas system with the addition of one one-ton chlorine gas cylinder to the existing chlorination building and one one-ton chlorine gas cylinder. Installation of two one-ton chlorine gas cylinder scales, removal of the existing monorail and replacement with a monorail beam trolley.
- ◆ Construction of an effluent sampling structure with a pH meter, chlorination residual analyzer, composite sampler and associated piping and controls.
- ◆ Replacement of the existing PLC-based SCADA system with a new system, reusing the existing SCADA application and server hardware and expansion of fiber optic communication systems.
- ◆ Construction of a new soakage swale and storm water pond with littoral shelf located to the southeast of the plant.



P&K was responsible for scheduling, coordination, procurement, and execution of all aspects of construction of the facilities and process equipment. Due to a need for minimal impacts on the facility operation, the successful completion of the project required extremely close coordination and cooperation with the Owner, Engineer, and other construction contractors. Substantial weather delays (heavy rains and flooding) were encountered. The project delays were overcome by close coordination with the plant operators.





MISCELLANEOUS WATER TREATMENT PLANT IMPROVEMENTS PHASE III CORAL SPRINGS, FLORIDA



The City of Coral Springs water treatment facility is responsible for 8 million gallons of water per day, and has a total capacity of 16 million. The state-of-the-art treatment facility gathers the water supply from 19 wells located around the center part of the city.

In July 2013, the City of Coral Springs selected Poole & Kent Company of Florida to perform the necessary improvements to the existing lime softening water treatment plant.

The major treatment process components and improvements for the plant included the following:

- ◆ Installation of five vertical turbine high service pumps.
- ◆ Construction of concrete masonry unit (CMU) and concrete building to house new high service pumps, chemical storage and feed building.
- ◆ Installation of new chemical feed system for coagulant aid, fluoride, hexametaphosphate and sodium hypochlorite.
- ◆ Relocation of existing coagulant aid, fluoride, and hexametaphosphate tanks.
- ◆ Installation of sodium hypochlorite distribution/feed monitoring panels.
- ◆ General remodeling of existing water treatment plant administration building.
- ◆ Access improvements to existing main, central east and south entry gates.
- ◆ Rehabilitation of existing Leopold filtration system which included demolition of blocks, media pump out and transfer, inspection of filters, installation of pins/anchors, backwash test, and place back in service. There was a total of 16 bays, and two were completed at a time.

Owner:

City of Coral Springs
3800 N.W. 85 Avenue
Coral Springs, FL 33065
Phone: 954-345-2161
Fax: 954-345-2169

Owner Contact:

Juan Robby, *Utilities Operation Manager*
jrobby@coralsprings.org

Engineer:

Eckler Engineering, Inc.
4700 Riverside Drive
Suite 110
Coral Springs, FL 33067
Phone: 954-510-4700

Engineer Contact:

Douglas K. Hammann P.E.
Dhammann@ecklerengineering.com

Prime Contractor:

Poole & Kent Company of Florida

Project Duration:

455 Calendar Days

Start Date:

November 2013

Completion Date:

May 2015

Contract Value:

\$7,451,000



MISCELLANEOUS WATER TREATMENT PLANT IMPROVEMENTS PHASE III CORAL SPRINGS, FLORIDA

- ◆ Troubleshoot/integrate the existing lime softening, sludge removal, treatment units, local wells, remote wells, filters, off site boosters stations and new construction to normal operation conditions on the expanded supervisory control and data acquisition (SCADA) system including a human machine interface (HMI).

Poole & Kent was responsible for scheduling, coordination, procurement, and execution of all aspects of construction of the facilities and process equipment.





HOWARD F. CURREN AWTP
DENITRIFICATION FILTER MEDIA REPLACEMENT, PHASE III
CONTRACT No. 15-C-00008
TAMPA, FLORIDA

Owner / Client:

City of Tampa
306 E. Jackson Street
Tampa, FL 33602

Owner Contact:

Mark Johnson
Mark.johnson@tampagov.net

Prime Contractor:

Poole & Kent Company of
Florida

Engineer:

City of Tampa Wastewater
Department
2545 Guy N. Verger Blvd.
Tampa, FL 33605

Notice to Proceed:

March 25, 2015

Completion Date:

May 10, 2016

Contract Value:

\$3,318,000 – Original
\$3,265,309.12 – Final

Howard F. Curren Advanced Wastewater Treatment Plant is a state-of-the-art facility that treats all wastewater discharged to the City of Tampa's collection system. The plant has a design capacity of 96 million gallons per day, with an average daily flow of 55 million gallons. The final product, or effluent water, meets all state and federal requirements and is discharged to Hillsborough Bay or used as reclaimed water for industrial reuse and irrigation.

In March 2015, the City awarded Poole & Kent Company of Florida a contract to remove and replace twelve (12) dual cell Denitrification Filter underdrain blocks, filter media and support gravel including the fabrication of two (2) stainless steel stop logs, installation and removal of the stop logs, removal and replacement of twelve (12) 20-inch knife gate valves on the filter effluent pipe, cleaning, removal and proper disposal of debris with all associated work required for a complete project in accordance with the Contract Documents.



Mr. Springhetti has supervised construction projects since 1978 and has an excellent understanding of the construction process and the plans and specifications associated with water and wastewater treatment plants. He joined our firm in 2006 and has been on some of our largest construction projects. His expertise includes new construction, additions, remodeling, finish work, concrete construction, demolition, rebar and miscellaneous metals, civil work, plans and shop drawing/submittal review. He has extensive coordination abilities and experience with numerous subcontractor disciplines. He is dedicated to jobsite safety and well versed and certified in company and OSHA safety policies.

Position
Superintendent

Experience
43 Years

Joined Firm
2006

Relevant Responsibilities

- Subcontractor Coordination
- Project Scheduling / Phasing
- Field Management
- Manpower Loading & Forecast
- Jobsite Safety
- OSHA Safety Policies
- Shop Drawing/Submittal Review

Relevant Expertise

- Water/Wastewater Treatment Facilities
- Pump Stations
- Design-Build Projects
- Fast-Track
- Chemical Systems
- Reverse Osmosis
- Dewatering
- Filter Systems
- Clarifiers
- Odor Control
- Concrete Structures
- Wet Tap Installations
- Mechanical Installations

Southwest WRF New Headworks and Chlorine Contact Chamber Rehabilitation and Recharge Well Pump Station | Bradenton

This \$19 million project consists of two sub-projects 1) construction of a new Headworks and 2) rehabilitation of Chlorine Contact Chambers and construction of a new Recharge Well Pump Station. The new Headworks consists of demolition of existing Headwork Facility, asphalt and concrete pavement, and Longboat Key (LBK) metering station and sample station; new elevated headworks structure including new lift station, yard piping, drainage, asphalt parking and other civil improvements; new LBK forcemain metering and sample station and ancillary components; new mechanical screens, grit removal system, booster pump skid, infrastructure for County-procured odor control system and related mechanical, instrumentation and control, and electrical systems including NFPA-802 compliant electrical and ventilation system and remote MCC distribution; demolition of existing headworks, removal or abandon and grout fill existing yard piping; painting of Headworks interior and exterior concrete surfaces, piping and equipment; and painting of Splitter Box #1 exterior concrete surfaces. The Recharge Well Pump Station and Chlorine Contact Chamber (CCC) rehabilitation consists of construction of a new Recharge Well Pump Station on top of the existing CCC structure; Piping and valving needed to isolate lake water return from new Recharge Well Pump Station wet well in addition to piping to connect Recharge Well Pump Station to Recharge Well injection line; improvements at the CCC including new FRP covers, coating system, mixers, misc. handrail, compliance and sampling instrumentation modifications, removal and replacement of slide gates, and provisions for temporary basin dewatering pumping; improvements at the Anoxic Basins, including a channel extension and new coarse screen for the Headworks bypass piping, bypass piping modifications, removal and replacement of slide gates, and aluminum covers over channel and miscellaneous openings; demolition of existing DAF Polymer Building, CCC Blower Building, and primary sludge pumps and piping. vi. Liquid ammonium sulfide metering pump skid, slab on grade, and piping to CCC; new 5kV loop, switchgear modifications and associated demolition; NETA testing of electrical systems including wiring; and painting of pipe and mechanical equipment.

SEWRF RAS/WAS Upgrade and Plant Drain Pump Station | Bradenton

This \$5 million project consists of two sub-projects 1) RAS/WAS Pump Station improvements and 2) Plant Drain Pump Station. RAS/WAS Pump Station Improvements Project consists of demolition of the existing three (3) Return Activated Sludge (RAS) pumps, existing four (4) Waste Activated Sludge (WAS) pumps, existing four (4) pneumatic scum ejectors and all associated above-grade piping, valves, and appurtenances; demolition of the existing compressor and above grade air pipe and appurtenances that service the existing scum ejectors; installation of three (3) new RAS pumps, four (4) new WAS pumps, four (4) new scum pumps, and all associated above-grade piping, valves, and appurtenances; demolition of the five (5) existing manual gate actuators at the secondary clarifier sludge splitter box and installation of new electric actuators for each gate, including a local control station; new electrical, instrumentation and controls to replace the existing.

Plant Drain Pump Station Project consists of demolition of the existing South Plant Drain Pump Station (PDPS) pumps and associated piping, valves, and appurtenances; installation of new South PDPS pumps, piping, valves and appurtenances; installation of a triplex West PDPS pumps, piping and appurtenances; installation of a new packaged, duplex East PDPS pumps, piping and appurtenances; yard piping and tie-ins; modifications to the existing North PDPS control panel; new electrical, instrumentation and controls (I&C) to replace the existing and power/control the new equipment; and new LED lighting at the existing North PDPS and South PDPS.

[SWWRF & SEWRF Belt Filter Press Rehabilitation | Bradenton](#)

This \$4.6 million project includes the demolition of sludge feed pumps, polymer feed pumps, belt filter presses/associated equipment, screw conveyor, demolition and replacement of the HVAC System, doors and windows, installation of new belt filter presses, polymer feed systems and pumps, screw conveyors, sludge feed pumps and modifications to the electrical and control systems.

[WWTF Replacement | Bowling Green](#)

This \$5.1 million project includes major improvements to a 0.320 MGD wastewater treatment facility with secondary treatment, and basic disinfection, including replacement of the existing activated sludge plant with an Oxidation Ditch plant, construction of two new clarifiers, additional chlorine contact basin, new motor control center, and various pumping, piping and electrical modifications for a complete and operable system.

[Southwest WRF Capacity Upgrades – Effluent Feed Pipe IW-1 to IW-5 | St. Petersburg](#)

This fast track project is intended to increase treatment capacity for peak flows associated with the wet weather events. Poole & Kent portion of work includes installation of pipe from Injection Well No. 1 to Injection Well No. 5.

[Southwest WRF Capacity Upgrades – CCT & Chemical Feed | St. Petersburg](#)

This fast track project is intended to increase treatment capacity for peak flows associated with the wet weather events. Poole & Kent portion of work includes the installation of slide gates, pumps, and chemical induction mixer system at the existing facility.

[Southwest WRF Capacity Upgrades – CCC Influent Modifications | St. Petersburg](#)

This fast track project is intended to increase treatment capacity for peak flows associated with the wet weather events. Poole & Kent portion of work includes influent modifications, including temporary relocation of existing equipment, temporary dewatering, place concrete wall, slab and stair landing for the structure, install miscellaneous metals, coatings, installation of two slide gates, remove and replace 16" ductile iron pipe, and related.

[Southwest WRF Capacity Upgrades - Clarifier Upgrades & Disk Filters | St. Petersburg](#)

This fast track project is intended to increase treatment capacity for peak flows associated with the wet weather events. Poole & Kent portion of work includes modifications to the three existing secondary clarifiers, additional piping, and installation of new filters.

[WWRF Disinfection and Effluent Pumping Improvements | Largo](#)

This \$13.6 million project includes modifications and conversion of the existing chlorine gas disinfection system to a combination liquid chlorine and peracetic acid disinfection system; Modifications and upgrades to the effluent pumping system; Construction of new chemical storage/chemical feed facilities; construction of a new electrical building; Installation of a new standby generator; and associated yard piping modifications.

[Howard F. Curren AWTP Denitrification Filter Media Replacement, Phase III | Tampa](#)

This \$3.3 million project comprised furnishing all labor, materials, and equipment to remove and replace twelve (12) dual cell Denitrification Filter underdrain blocks, filter media and support gravel including the fabrication of two (2) stainless steel stop logs, installation and removal of the stop logs, removal and replacement of twelve (12) 20-inch knife gate valves on the filter effluent pipe, cleaning, removal and proper disposal of debris with all associated work required for a complete project in accordance with the Contract Documents.

[Northeast WRF Clarifiers 5-8 Rehabilitation | Clearwater](#)

This \$1.6 million project included the rehabilitation of four existing circular clarifiers at the existing Northeast WRF, including miscellaneous improvements to clarifiers 1-4 and to the South and North RAS pump houses.

[East Water Reclamation Facility Effluent Filters Rehabilitation | Clearwater](#)

This \$1.2 million project consisted of rehabilitating the existing effluent filters and replacement of a portion of the compressed air system and chemical cleaning systems; furnishing and installing a new main filter panel, fiber optic cable and plant SCADA work; and the replacement of the air operated filter valves.

[Chlorine Piping & Chemical Building Improvements – D.L. Tippin WTF | Tampa](#)

The project comprised of replacing the carbon steel gas and liquid chlorine piping, valves, and appurtenances; removing and replacing one roll-up door, in-kind; removing and replacing one roll-up door with a new masonry wall and foundation; pressure washing and painting the interior of the Rail Car Room; replacing lighting fixtures in the Rail Car Room and Chlorine Room and all associated work required for a complete project.

[WTP No. 2: Reverse Osmosis Plant Site Expansion | Clearwater](#)

This \$20.7 million project included the construction of a 6.5-MGD brackish reverse osmosis water treatment plant expansion to include raw water supply and a deep injection well for concentrate disposal at the City's existing Water Treatment Plant No. 2. The project included the following components: civil site improvements, select demolition; new reverse osmosis treatment system; ozone treatment system; iron treatment system; transfer pump system; five chemical feed systems; one new finished water ground storage tank and existing storage tank modifications; one new concentrate ground storage tank; new high service pumps, motors, and VFDs; electrical, plumbing, and HVAC systems; control and alarm system modifications; bulk storage shelter enclosure; and miscellaneous buildings for offices, control room, laboratory, restrooms, meeting areas, and related.

[Florida International University Satellite Chiller Plant | Miami](#)

P&K was contracted by FIU to manage the construction of the new Satellite Chiller Plant as Construction Manager. The project consisted of the construction of a new 14,000 square foot CEP building and includes the installation of (2) 1,500-Ton cooling towers with (6) pumps including (2) 30 HP primary chilled water pumps, (2) 100 HP condenser water pumps, and (2) 250 HP chilled water pumps. Furthermore, the contract requires the installation of 500' of 24" and 18" underground chilled water pipe to the existing chilled water loop. The project required extensive coordination and detailed planning as it's located on a busy college campus.

[Improvements to the Existing Cogeneration Facility at the South District WWTP | Miami](#)

Poole & Kent was awarded this highly complex design-build project in October 2011 with a contract value of \$20 million. The project consisted of the upgrade to the existing Cogeneration System at the South District WWTP including design, permitting, supply, fabrication/installation of four new 2,000 kW cogeneration units, programming of the equipment controls, system check out, start-up, reliability demonstration, performance testing, and warranty of all new cogeneration units and ancillary systems.

[South Miami Heights WTP RHSPS | Miami](#)

This \$16.2 million project consisted of construction of (1) five-million-gallon reinforced concrete reservoir tank with influent and effluent flumes and a high service pump building with (4) variable speed 500 HP distribution pumps. Other elements included mass excavation through rock, (855) auger cast foundation piles, extensive dewatering, large diameter process yard piping and ancillary compressed air, vacuum priming, and pressure sustaining systems.

[SDWWTP HLD Upgrade to 285-MGD Filter System | Miami](#)

This \$134 million project was the focal point of Miami-Dade Water & Sewer Department's \$628 million High-Level Disinfection (HLD) program at South District WWTP. This project is one of the largest deep bed sand filter systems in the United States, consisting of 30 cells measuring 15.25 feet by 88 feet with six feet of sand filter media and with space for future expansion up to 48 cells. In addition, the Contract included the construction of (2) Filter System Control and Pump Station Buildings, Flocculation Tanks, Backwash Tanks and a Polymer Building.

[Norwood-Oeffler Water Treatment Plant Expansion | Miami Gardens](#)

This \$38.3 million project consisted of constructing a new 15-mgd combined nanofiltration and reverse osmosis water treatment plant at an existing lime softening plant. The contract also included the complete upgrade and integration of the existing lime softening plant control system into the new nanofiltration and reverse osmosis water treatment plant to produce blended finish water for distribution.

[Wastewater Repump Stations A, B & E Rehab | Ft. Lauderdale](#)

This \$11.7 million project entailed the rehabilitation of (3) repump stations for the City of Fort Lauderdale. All electrical and mechanical equipment were replaced and upgraded including generators. All wastewater ductile iron lines associated with each respective pump station were replaced. A bypass system was installed to help manage the system's flow. Each station required a system shutdown where Poole & Kent worked diligently to install the ductile iron pipe required during the allotted time frame. Major equipment for this project included: (4) 450 HP horizontal non-clog pumps, (1) 2000 kw diesel-electric generator, (1) 900 kw diesel-electric generator, (1) 8,000 gallon above-ground fuel storage tank, (4) 250 horizontal non-clog pumps, (3) 60 HP horizontal non-clog pumps, (4) 4160 V VFDs, and (7) 480 V VFDs.

[G.T. Lohmeyer WWTP Pumping System Improvements | Ft. Lauderdale](#)

This \$12.5 million project entailed the following: replacement and upgrade to all field instrumentation, the replacement of the 75 kva generator with a new 1000 kva generator and motor control center, and upgrade the fuel storage tank to current Building Code standards. At Pump Station No. 1, P&K replaced (3) 10" sewage pumps with (3) 10" horizontal sewage pumps. At Pump Station No. 2, P&K replaced (3) sewage pumps with (3) 8" vertical pumps. At Pump Station No. 3, P&K replaced all

(3) 6" sewage pumps with (3) 6" vertical pumps. At the Dewatering Building, P&K replaced all (8) sludge pumps with new 6" sludge pumps. At the Effluent Pump Station, P&K replaced all (3) non-potable water pumps.

Fiveash Water Treatment Plant Upgrades – Phase 1 | Ft. Lauderdale

This \$12.5 million project upgraded the entire water treatment plant's instrumentation and control system from the existing pneumatic control system to the state-of-the-art PLC and fiber optic control system. Poole & Kent also replaced the main plant's core control system, installed (4) new lime slakers with new controls and instrumentation, (2) 200 HP high service pumps, new polymer distribution system with (4) new polymer feed pumps, a new lime sludge thickening tank with (3) submersible pumps, a new aqueous ammonia storage tank and pump building with (2) 10,000 gallon steel storage tanks and (4) metering pumps, and miscellaneous valves and control upgrades throughout the plant.

Fiveash Water Treatment Plant Filter Rehabilitation | Ft. Lauderdale

This \$2.4 million project entailed the rehabilitation of (6) of the existing (22) filters at the Fiveash Water Treatment Plant under the WaterWorks 2011 program. During the completion of the contract work, the City of Fort Lauderdale increased our scope of work from (6) to (10) filters. Each of the ten filter rehabilitations included removal of the existing filter internals, including the underdrain system, media and surface wash piping. The inside concrete surfaces of all rehabilitated filters were refinished and prepared for the new underdrain and media installation. A new 316 stainless steel surface wash system was installed in each filter, and each pair of rehabilitated filters was tested, disinfected, and placed back into operational service within six weeks of being taken out of service.

Palm Beach County WTP No. 9 | Boca Raton

This \$29.7 million project consisted of the replacement of the County's existing lime softening treatment plant with a new 25 million gallon per day (mgd) capacity NF process. The project also included demolition of the existing gas chlorine storage and feed system and installation of a new chlorine generation and feed system, to reduce the risk to the water treatment plant operators and surrounding community posed by the storage and handling of large quantities of chlorine gas. Poole & Kent received the Director's Award from Palm Beach County for this project.

Recent Project References

Superintendent Experience Record				
Year	Project Name	Total Value	Type of Construction	Reference/Contact Person Name & Telephone
2020	SWWRF New Headworks and Chlorine Contact Chamber Rehabilitation and Recharge Well Pump Station	\$19 million	Plant Work	Manatee County, Florida Anthony Benitez, P.E., Project Engineer II (941) 708-7450 – Office (813) 545-9103 – Cell Anthony.benitez@mymanatee.org
2019	SEWRF RAS/WAS Upgrade & Plant Drain Pump Station	\$5 million	Plant Work	Manatee County, Florida Anthony Benitez, P.E., Project Engineer II (941) 708-7450 – Office (813) 545-9103 – Cell Anthony.benitez@mymanatee.org
2019	SWWRF & SEWRF Belt Filter Press Rehabilitation	\$4.6 million	Plant Work	Manatee County, Florida Alex Gonzalez, P.E. (941) 708-7450 – Office (706) 346-7373 – Cell Alejandro.gonzalez@mymanatee.org
2018	WWTF Replacement – City of Bowling Green	\$5.1 million	Plant Work	Pennoni Roger Homann, P.E. (863) 888-0278 – Direct Line RHomann@Pennoni.com
2015	Largo WWRF Disinfection and Effluent Pumping Improvements	\$13.6 million	Plant Work	Lane Engineering, Inc. David Parks (813) 480-2375 – Cell

This is to certify that

David Springhetti

Has successfully completed the following course

**Confined Spaces in Construction (CSE-C) -
Classroom (English)**

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Name	David Sprnghetti		United Academy Code (UAC) Along with the student ID, the United Academy Code (UAC) is used to access Training Profiles online. View your full training history by visiting: unitedacademy.ur.com/transcripts
Certification	Confined Spaces in Construction (CSE-C) - Classroom (English)		
Date Issued	Dec 6, 2017		
Student Signature	_____		
			unitedacademy.ur.com



CERTIFICATION CARD

FIRST AID CPR AED



DAVE SPRINGHETTI

has successfully completed and competently performed the required knowledge and skills evaluations for this program.

Adult CPR AED

Adult, Child, and Infant CPR AED

DEC 12 2019

Issue Date

DEC -- 2021

Expiration Date

**GUIDELINES
2015 CPR & ECC**

Wishart Safety Training, INC

Training Center Name

Fred Pressley

Authorized Instructor

(813) 902-0431

Training Center Phone No.

1-2124976

Instructor ID

Holder's Signature

This card verifies the above named individual has successfully completed the required objectives and hands-on skill evaluation to the satisfaction of a currently authorized instructor. This program conforms to the 2015 Guidelines Update for CPR and ECC and ILCOR and ERC Guidelines Update for First Aid.



20-601252652

This card acknowledges that the recipient has successfully completed a
30-hour Occupational Safety and Health Training Course in
Construction Safety and Health

Dave Springhetti

David Lockhart

8/4/2015

(Trainer name - print or type)

(Course end date)

OSHA

000756727



U.S. Department of Labor
Occupational Safety and Health Administration

DAVID SPRINGHETTI

has successfully completed a 10-hour Occupational Safety and Health
Training Course in

Construction Safety & Health

B. J. J. J.
(Trainer)

10/19/05
(Date)

**CERTIFICATE OF ASSISTANT SECRETARY
OF
POOLE & KENT COMPANY OF FLORIDA**

The undersigned, David A. Strickland, certifies that he is the duly elected, qualified and acting Assistant Secretary of Poole & Kent Company of Florida, a corporation duly organized and existing under the laws of Delaware with a business address of 1781 N. W. North River Drive, Miami, FL 33125 and that as Secretary, he is the keeper of the corporate records and seal of said Corporation.

The undersigned further certifies:

1. Attached hereto as Exhibit A is a true, correct and complete copy of resolutions adopted upon written consent of the sole director of this Corporation dated as of February 22, 2021; and said resolutions do not contravene any provision of the certificate of incorporation or by-laws of said Corporation, and have not been rescinded or modified in any respect but still remain in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 22nd day of February 2021.



David A. Strickland, Assistant Secretary
Poole & Kent Company of Florida, a Delaware
Corporation
1781 N. W. North River Drive,
Miami, FL 33125

EXHIBIT A

RESOLVED, that Patrick H. Carr the duly elected President and Chief Executive Officer, Brian D. MacClugage the duly elected Executive Vice President & Assistant Secretary and David B. BuShea the duly elected Vice President of the Company, be and each hereby are, authorized, empowered and directed to execute and submit all related bonds, agreements and contract documents related to the Peace River Manasota Regional Water Supply Authority Treatment Trains 5 & 6 Rehabilitation Project; and such other instruments in writing as may be necessary on behalf of the said Corporation, and that the Contract, Bond and other such instruments signed by him shall be binding upon the said Corporation as its own acts and deeds.

State of Florida Contractor Licenses



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

STRICKLAND, DAVID ALAN
POOLE & KENT COMPANY OF FLORIDA
1781 NW NORTH RIVER DRIVE
MIAMI, FL 33125

LICENSE NUMBER: CGC061808


EXPIRATION DATE: AUGUST 31, 2022

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Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD


THE MECHANICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

STRICKLAND, DAVID ALAN
POOLE & KENT COMPANY OF FLORIDA
1781 NW NORTH RIVER DRIVE
MIAMI, FL 33125

LICENSE NUMBER: CMC057192

EXPIRATION DATE: AUGUST 31, 2022

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Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE POLLUTANT STORAGE SYSTEMS CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



STRICKLAND, DAVID ALAN
POOLE & KENT COMPANY OF FLORIDA
1781 NW NORTH RIVER DR
MIAMI FL 33125

LICENSE NUMBER: PCC1256776

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE PLUMBING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



STRICKLAND, DAVID ALAN
POOLE & KENT COMPANY OF FLORIDA
1781 NW NORTH RIVER DRIVE
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Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

STRICKLAND, DAVID ALAN
POOLE & KENT COMPANY OF FLORIDA
1781 NW NORTH RIVER DR
MIAMI FL 33125

LICENSE NUMBER: EC13002938

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Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO. HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

STRICKLAND, DAVID ALAN
POOLE & KENT COMPANY OF FLORIDA
1781 NW NORTH RIVER DR
MIAMI FL 33125

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EXPIRATION DATE: AUGUST 31, 2022

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References

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Ongoing Projects

Job No.	Project Name	City	State	General Contractor	Owner	% Complete	P&K Contract Amount	Completion Date
20604	EdgeMIA01 DH2 CRAC & Generator Add	Miami	FL	Burr Computer Environments, Inc.	EdgeConneX	59%	\$ 254,517	03/31/21
20603	EdgeMIA02 DH3 Equipment Add	Miami Gardens	FL	Burr Computer Environments, Inc.	EdgeConneX	98%	\$ 348,397	02/28/21
20602	CDWWTP Sludge Thickening and Dewatering Bldgs, Contract S-888	Miami	FL	Poole & Kent Company of Florida	Miami-Dade County	7%	\$ 108,197,220	06/15/23
20601	SDWWTP Sludge Thickening and Dewatering Bldgs, Contract S-884	Miami	FL	Poole & Kent Company of Florida	Miami-Dade County	7%	\$ 87,358,220	04/15/23
19604	Effluent Pump Station Electric Improvements, Contract No. S-922	Miami	FL	Poole & Kent Company of Florida	Miami-Dade County	74%	\$ 25,576,690	08/20/21
19603	NRWWTP Facility Improvements - Solids, Solicitation PNC2117590C1	Pompano Beach	FL	Poole & Kent Company of Florida	Broward County	38%	\$ 55,905,000	01/31/23
20705	NRWRF Belt Filter Press Improvements, IFBC 20-TA003363SAM	Palmetto	FL	Poole & Kent Company of Florida	Manatee County	25%	\$ 3,997,678	09/30/21
20704	NRWRF Master Reuse Wet Weather Management Well System	Palmetto	FL	Poole & Kent Company of Florida	Manatee County	26%	\$ 2,767,949	08/31/21
20703	Howard F. Curren AWTP Methanol Storage Tank Replacement	Tampa	FL	Poole & Kent Company of Florida	City of Tampa	62%	\$ 1,579,607	04/30/21
20702	SWWRF New Headworks & CCC Rehab Recharge Well Pump Station	Bradenton	FL	Poole & Kent Company of Florida	Manatee County	43%	\$ 19,054,092	10/31/21
20701	Howard F. Curren AWTP Building No. 2 Flow Meter Replacement, 19-C-0005	Tampa	FL	Poole & Kent Company of Florida	City of Tampa	85%	\$ 817,218	08/31/21
19709	SEWRF RAS/WAS Upgrade and Plant Drain Pump Station, 19-TA003062AJ	Bradenton	FL	Poole & Kent Company of Florida	Manatee County	85%	\$ 4,461,455	03/31/21
19708	SWWRF & SEWRF Belt Filter Press Rehabilitation, 19-TA003100SAM	Bradenton	FL	Poole & Kent Company of Florida	Manatee County	98%	\$ 4,607,169	02/28/21
19704	Carlton WTF Rehabilitation Construction Phase I, 191724JLS	Venice	FL	Poole & Kent Company of Florida	Sarasota County	95%	\$ 10,071,350	04/30/21
19702	Howard F. Curren AWTP Screen and Grit Washers Replacement, 18-C-00017	Tampa	FL	Poole & Kent Company of Florida	City of Tampa	93%	\$ 4,662,109	04/30/21
18613	CD 5.03 Upgrade to Sewage Pump Station 0692, Contract No. S-908R	Miami	FL	Poole & Kent Company of Florida	Miami-Dade County	96%	\$ 10,118,300	03/30/21
18609	Oxygen Production Upgrade, Contract No. S-882R	Miami	FL	Poole & Kent Company of Florida	Miami-Dade County	87%	\$ 9,084,330	03/31/21
18607	NRWWTP Reclaimed Water Plant Expansion, Solicitation PNC2116193C1	Pompano Beach	FL	Poole & Kent Company of Florida	Broward County	94%	\$ 53,204,000	05/15/21
18606	Alexander Orr Pump Replacement, Contract No. W-938	Miami	FL	Poole & Kent Company of Florida	Miami-Dade County	94%	\$ 7,841,070	05/30/21
18605	Pump Station 1 Ventilation, RPQ No. P0210	Miami	FL	Poole & Kent Company of Florida	Miami-Dade County	98%	\$ 4,155,850	04/30/21
18604	SDWWTP Digesters, Contract No. S-897	Miami	FL	Poole & Kent Company of Florida	Miami-Dade County	70%	\$ 93,361,000	03/01/22
18603	Digester Cluster 2, Contract No. S-909	Miami	FL	Poole & Kent Company of Florida	Miami-Dade County	83%	\$ 29,227,440	06/30/21
18601	District 2A - Ground Storage Tank	Pompano Beach	FL	Poole & Kent Company of Florida	Broward County	99%	\$ 7,750,000	02/15/21
17608	Headworks and Grit Removal Imp. at the ECRWRF Treatment Facility	Miami	FL	Poole & Kent Company of Florida	City of West Palm Beach	95%	\$ 6,466,000	04/30/21
17607	Pump Station 0415, Contract No. S-905R	Miami	FL	Poole & Kent Company of Florida	Miami-Dade County	99%	\$ 5,646,610	12/31/20
17603	CO-Generation Facility	Miami	FL	Poole & Kent Company of Florida	Miami-Dade County	98%	\$ 36,003,300	06/30/21
17602	Industrial Injection Well Pump Station, Contract No. S-870	Miami	FL	Poole & Kent Company of Florida	Miami-Dade County	99%	\$ 25,982,500	03/30/21
16612	Digester Cluster 1, Contract No. S-889	Miami	FL	Poole & Kent Company of Florida	Miami-Dade County	96%	\$ 24,905,200	03/30/21
16609	Central District Headworks, Contract No. S-880	Miami	FL	Poole & Kent Company of Florida	Miami-Dade County	99%	\$ 15,083,160	03/31/21
16606	WPB UV System, Contract 17324	West Palm Bch	FL	Poole & Kent Company of Florida	City of West Palm Beach	99%	\$ 24,969,000	03/31/21
16601	CDWWTP Chlorination Facilities, Contract No. S-890	Miami	FL	Poole & Kent Company of Florida	Miami-Dade County	99%	\$ 13,413,000	03/31/21
15611	North District WWTP Pretreatment/Sludge Transfer Rehab Headworks Upg	Miami	FL	Poole & Kent Company of Florida	Miami-Dade County	99%	\$ 17,895,350	03/31/21
15605	ECRWRF Biosolids Improvements Project	West Palm Bch	FL	Poole & Kent Company of Florida	Palm Beach County	99%	\$ 92,492,000	03/31/21

Completed Projects

Job No.	Project Name	City	State	General Contractor	Owner	% Complete	P&K Contract Amount	Completion Date
19605	311 Emergency Relocation to Lightspeed Interior Reconfiguration	Miami	FL	Poole & Kent Company of Florida	Miami-Dade County	100%	\$ 536,972	08/15/20
19602	UM Hospital Chilled Water & Back-up Power	Miami	FL	Central Florida Equipment	University of Miami - Miller School	100%	\$ 996,517	05/11/20
19601	Myakka Booster Pump and EL Jobean Vacuum Station, 2019000142	Port Charlotte	FL	Poole & Kent Company of Florida	Charlotte County	100%	\$ 2,881,200	12/15/20
19707	SWWRF Coffe Dams	St. Petersburg	FL	The Haskell Company	City of St. Petersburg	100%	\$ 97,420	09/30/19
19706	Trickling Filters Media Replacement and Painting Project	Arcadia	FL	Poole & Kent Company of Florida	City of Arcadia	100%	\$ 1,200,967	07/01/20
19705	SWWRF Capacity Upgrades	St. Petersburg	FL	The Haskell Company	City of St. Petersburg	100%	\$ 100,000	12/31/19
19703	Bee Ridge WRF Headworks Odor Control Piping Improvements, 191763JLS	Sarasota	FL	Poole & Kent Company of Florida	Sarasota County	100%	\$ 205,549	11/30/19
19701	T. Mabry Carlton WTP Tank	Tampa	FL	Poole & Kent Company of Florida	City of Tampa	100%	\$ 396,992	08/31/19
18707	University Pumping Station Automatic Bar Screen, 18-C-00016	Tampa	FL	Poole & Kent Company of Florida	City of Tampa	100%	\$ 1,511,534	02/05/21
18706	Marshall Street WRF MCC No. 9 Electrical System Upgrades	Clearwater	FL	B.L. Smith	City of Clearwater	100%	\$ 135,000	08/31/19
18705	T. Mabry Carlton WTP Chemical Room Rehab.	Tampa	FL	Poole & Kent Company of Florida	City of Tampa	100%	\$ 887,525	10/31/19
18704	IW-5 Well Header	St. Petersburg	FL	The Haskell Company	City of St. Petersburg, FL	100%	\$ 367,122	12/31/18
18703	Bowling Green WWTF Replacement Phase 1	Bowling Green	FL	Poole & Kent Company of Florida	City of Bowling Green	100%	\$ 5,128,343	11/30/19
18702	Effluent Feed Pipe IW-1 to IW-5	St. Petersburg	FL	The Haskell Company	City of St. Petersburg, FL	100%	\$ 544,000	03/31/19
18612	Southwest RO WTP Control Modifications, UT18-75/KR	Cape Coral	FL	Poole & Kent Company of Florida	City of Cape Coral	100%	\$ 1,049,000	07/30/20
18611	Edge Connex - Google Phase III	Miami	FL	Burr Computer Environments, Inc.	Edge Connex	100%	\$ 386,917	12/31/18
18610	T-Mobile Everglades MSO Interior	Sunrise	FL	Burr Computer Environments, Inc.	LPCH Florida Equities	100%	\$ 2,004,161	11/15/20
18608	T-Mobile Everglades Shell Building, C1629	Sunrise	FL	Burr Computer Environments, Inc.	LPCH Florida Equities	100%	\$ 117,718	10/31/19
18602	FPL Turkey Point Containment Structure	Florida City	FL	Ferreira Construction	Florida Power & Light	100%	\$ 504,480	10/31/19
17704	SWWRF Capacity Upgrades CCT Gates and Chlorine Feed	St. Petersburg	FL	The Haskell Company	City of St. Petersburg, FL	100%	\$ 142,522	12/31/17
17703	Sludge Storage System Improvements	North Port	FL	Poole & Kent Company of Florida	City of North Port	100%	\$ 1,169,105	10/31/18
17702	SWWRF Capacity Upgrades Package 55 - Disk Filters	St. Petersburg	FL	The Haskell Company	City of St. Petersburg, FL	100%	\$ 1,208,000	05/31/18
17701	SWWRF Capacity Upgrades Package 41, 42 & 43 - Secondary Clarifier	St. Petersburg	FL	The Haskell Company	City of St. Petersburg, FL	100%	\$ 478,000	04/30/18
17606	FIU Marine Science BLDG HVAC	Miami	FL	Stobs Bros. Construction Company	Florida International University	100%	\$ 423,659	08/01/18
17605	FIU Satellite Chiller Plant Expansion	Miami	FL	Poole & Kent Company of Florida	Florida International University	100%	\$ 4,446,865	11/30/20
17604	EDGE CONNEX - Google Phase II, BCEI Project No. C1398	Miami	FL	Burr Computer Environments, Inc.	Edge Connex	100%	\$ 943,108	11/01/18
17601	Pump Station 0187, Contract No. S-903	Miami	FL	Poole & Kent Company of Florida	Miami-Dade County	100%	\$ 5,798,030	08/30/20
16705	Valves & Slide Gate Replacement	Clearwater	FL	Poole & Kent Company of Florida	City of Clearwater	100%	\$ 473,000	02/28/18
16704	South County AWTP Clarifier 1 & 2 Rehab	Tampa	FL	Poole & Kent Company of Florida	Hillsborough Couty BOCC	100%	\$ 1,356,300	08/31/18
16703	East WRF Clarifier Rehabilitation	Clearwater	FL	Poole & Kent Company of Florida	City of Clearwater	100%	\$ 1,273,704	09/30/17
16702	Howard F. Curren AWTP HPO Gearbox/Mixer Upgrades, 15-C-00021	Tampa	FL	Poole & Kent Company of Florida	City of Tampa	100%	\$ 1,434,891	12/31/18
16613	Edge ConneX - Google	Miami	FL	Burr Computer Environments, Inc.	Edge ConneX	100%	\$ 842,713	08/31/17
16611	North District WWTP Deep Injection Well Pump Station, S-877	Miami	FL	Poole & Kent Company of Florida	Miami-Dade County	100%	\$ 6,300,550	12/31/18
16610	Pump Station 450 Improvements, Y1408402C1	Lauderdale Lakes	FL	Poole & Kent Company of Florida	Broward County	100%	\$ 6,094,250	01/31/19
16608	Air Handler Unit Replacements at the Main Jail, T1408705C1	Fort Lauderdale	FL	Poole & Kent Company of Florida	Broward County	100%	\$ 2,273,250	04/30/18
16607	Catepillar MLLC Training Center	Miami Lakes	FL	Affiliated Construction Services, Inc	Catepillar	100%	\$ 1,336,000	06/30/17
16603	T-Mobile Orlando - MSO Power upgrades	Miami	FL	Burr Computer Environments, Inc.	T-Mobile USA, Inc.	100%	\$ 460,178	02/28/17
16602	Three Oaks WWTP Oxidation Ditch Improvements, 415018-001	Fort Myers	FL	Wharton-Smith, Inc.	Wharton-Smith, Inc.	100%	\$ 12,577,000	12/31/18
15705	WWRF Disinfection and Effluent Pumping Improvements	Clearwater	FL	Poole & Kent Company of Florida	City of Largo	100%	\$ 13,641,000	11/30/17
15704	Howard F. Curren AWTP Denitrification Filter Media Replacement III	Tampa	FL	Poole & Kent Company of Florida	City of Tampa	100%	\$ 3,318,000	11/15/16
15703	Northeast WRF Clarifiers 5-8 Rehabilitation	Clearwater	FL	Poole & Kent Company of Florida	City of Clearwater	100%	\$ 1,600,000	03/31/16
15702	East WRF Effluent Filters Rehabilitation	Clearwater	FL	Poole & Kent Company of Florida	City of Clearwater	100%	\$ 1,160,000	11/30/16
15612	Green Meadows WTP & Well Field Exp., GMP-2 Group #1	Fort Myers	FL	Garney Companies, Inc.	Lee County	100%	\$ 10,040,000	12/31/18
15610	Central County WRF Phase 3 Expansion	Sarasota	FL	Poole & Kent Company of Florida	Sarasota County	100%	\$ 12,279,000	03/31/18
15608	MIA CCPE Chiller #2 Replacement	Miami	FL	Poole & Kent Company of Florida	Miami-Dade Aviation Department	100%	\$ 378,320	12/31/15
15607	Water Treatment Plant Filters Rehabilitation	West Palm Bch	FL	Poole & Kent Company of Florida	City of West Palm Beach	100%	\$ 3,571,530	04/30/17
15606	Fiveash WTP Filter Rehab	Fort Lauderdale	FL	Poole & Kent Company of Florida	City of Fort Lauderdale, FL	100%	\$ 486,470	03/31/16
15602	Bee Ridge WRF Septage Improvements	Sarasota	FL	Poole & Kent Company of Florida	Sarasota County	100%	\$ 815,750	03/01/16
15601	East & West Spring Lake Wastewater Expansion	Port Charlotte	FL	Poole & Kent Company of Florida	Charlotte County	100%	\$ 1,467,000	03/11/16

Completed Projects

Job No.	Project Name	City	State	General Contractor	Owner	% Complete	P&K Contract Amount	Completion Date
14701	D.L. Tippin WTF Chlorine Piping and Chemical Building	Tampa	FL	Poole & Kent Company of Florida	City of Tampa	100%	\$ 669,903	02/29/16
14612	NDWWTP Emergency Repair of Secondary Clarifiers	North Miami	FL	Westech Engineering, Inc.	Miami-Dade County	100%	\$ 783,000	12/31/15
14611	Cons-PipeRepl/WWTP - Solicitation #F2013124	Punta Gorda	FL	Poole & Kent Company of Florida	City of Punta Gorda, FL	100%	\$ 1,982,000	10/31/15
14609	T-Mobile Miramar Phase II	Miramar	FL	Burr Computer Environments, Inc.	Sunbeam Development Corp.	100%	\$ 221,366	12/31/14
14608	Refurbish 3rd Floor CLC Cooling Tower VA Project No. 546-12-600	Miami	FL	Pointer Construction Group	Dept. of Veterans Affairs	100%	\$ 408,040	02/28/17
14607	Venice Water Reclamation Facility ITB #2987-14	Nokomis	FL	Poole & Kent Company of Florida	City of Venice, FL	100%	\$ 9,830,000	01/30/17
14606	Septage Receiving Facility Improvements Y1206701C1	Pompano Bch	FL	Poole & Kent Company of Florida	Broward County	100%	\$ 3,283,101	11/30/17
14605	Edge ConneX Miami	Miami	FL	Burr Computer Environments, Inc.	Edge ConneX	100%	\$ 387,352	08/31/15
14604	WTP 1A 1.0 MG Water Storage Tank (NSM), Y1233004C1	Fort Lauderdale	FL	Poole & Kent Company of Florida	Broward County	100%	\$ 1,322,000	12/31/15
14603	Digester P-2/D-3 Cover Replacement - Contract No. CICC-7360	Miami	FL	Poole & Kent Company of Florida	Miami Dade Water & Sewer	100%	\$ 2,906,360	08/31/15
14602	Telefonica Miami SR7	Miami	FL	Burr Computer Environments, Inc.	Telefonica USA, Inc.	100%	\$ 876,327	04/30/15
14601	Master Pump Station No. 3, Contract No. S-852	Miami	FL	Poole & Kent Company of Florida	Miami Dade Water & Sewer	100%	\$ 21,976,500	02/28/16
13703	WTP No. 2 - Reverse Osmosis Plant Expansion	Clearwater	FL	Poole & Kent Company of Florida	City of Clearwater	100%	\$ 20,787,325	04/30/15
13614	Springtree WTP Improvements-Phase I Operations Building & HSP "A"	Sunrise	FL	Poole & Kent Company of Florida	City of Sunrise	100%	\$ 6,336,000	11/30/15
13613	Coral Springs WTP Improvements - Phase III	Coral Springs	FL	Poole & Kent Company of Florida	City of Coral Springs	100%	\$ 7,451,000	05/31/15
13612	Deep Injection Well For MS/RO Concentrate Disposal Booster Pump	Hollywood	FL	Poole & Kent Company of Florida	City of Hollywood, FL	100%	\$ 5,665,000	04/30/15
13610	T-Mobile Miramr	Miramar	FL	Poole & Kent Company of Florida	Sunbeam Development Corp.	100%	\$ 195,510	10/31/13
13609	Membrane Concentrate Line Re-Route	Boca Raton	FL	Poole & Kent Company of Florida	City of Boca Raton, FL	100%	\$ 1,198,000	07/31/14
13608	RICE NESHAP Compliance - Phase II	Homestead	FL	Poole & Kent Company of Florida	City of Homestead, FL	100%	\$ 911,601	04/30/14
13607	WTP - Pumps Rehabilitation	West Palm Bch	FL	Poole & Kent Company of Florida	City of West Palm Beach	100%	\$ 456,000	04/30/14
13606	Concentrate Reuse Blending Control	Boca Raton	FL	Poole & Kent Company of Florida	City of Boca Raton	100%	\$ 535,439	04/30/14
13605	SDWWTP Screening Systems Improvements S-863	Miami	FL	Poole & Kent Company of Florida	Miami Dade Water & Sewer	100%	\$ 5,720,050	10/31/15
13604	NCRWTP Membrane Replacement and Inter-Stage Booster Project	Naples	FL	Poole & Kent Company of Florida	Collier County	100%	\$ 1,564,000	06/30/14
13603	Sawgrass WWTP Upgrades to Hydrogen Peroxide	Sunrise	FL	Poole & Kent Company of Florida	City of Sunrise	100%	\$ 134,029	12/31/13
13602	East Port WRF Stage 1 Improvements	Port Charlotte	FL	Poole & Kent Company of Florida	Charlotte County	100%	\$ 12,105,500	02/29/16
12613	WWTP Filtration Improvements F2011132	Punta Gorda	FL	Poole & Kent Company of Florida	City of Punta Gorda, FL	100%	\$ 3,255,000	03/31/14
12612	WWTP Digester Building and Gas Piping System Rehab 2012-057	Boca Raton	FL	Poole & Kent Company of Florida	City of Boca Raton, FL	100%	\$ 4,081,922	10/31/14
12611	RAS Pump Station Valve Replacement 11993404	West Palm Bch	FL	Poole & Kent Company of Florida	City of West Palm Beach	100%	\$ 1,083,000	03/31/14
12609	Homestead Rice NESHAP 201211	Homestead	FL	Poole & Kent Company of Florida	City of Homestead, FL	100%	\$ 873,048	10/31/14
12608	SRWWTP Clarifier Nos. 5-8 Flow Diversion Box Rehab	Hollywood	FL	Poole & Kent Company of Florida	City of Hollywood, FL	100%	\$ 1,369,000	03/31/14
12607	University of Miami Frost School of Music - Underground Loop	Coral Gables	FL	Marks Brothers, Inc.	University of Miami	100%	\$ 637,490	10/06/12
12606	Florida International University MMC Loop	Miami	FL	Pirtle Construction	FIU	100%	\$ 987,525	08/01/13
12605	WTP Filter Valve Replacement & Control System Upgrade 019-12	Naples	FL	Poole & Kent Company of Florida	City of Naples, Florida	100%	\$ 1,263,300	06/30/13
12604	Hollywood WTP RO Train "A" Replacement	Hollywood	FL	Poole & Kent Company of Florida	City of Hollywood, FL	100%	\$ 1,470,000	11/30/13
12603	City of Belle Glade WWTP Improvements WUD 10-062R	West Palm Bch	FL	Poole & Kent Company of Florida	Palm Beach County	100%	\$ 1,623,000	03/31/13
12602	Florida International University Chiller Plant BT834	Miami	FL	Poole & Kent Company of Florida	FIU	100%	\$ 5,417,767	02/01/14
12601	WTP-Electrical/Generator Building	West Palm Bch	FL	Poole & Kent Company of Florida	City of West Palm Beach	100%	\$ 14,458,608	08/31/14
11704	City of Seminole Rec Center - Chiller Replacement & HVAC Upgrade	Seminole	FL	Poole & Kent Company of Florida	City of Seminole	100%	\$ 525,000	02/21/12
11703	Lockheed-Martin - Interior Remodel	Pinellas Park	FL	Axis One Construction Company	Gateway Business Centre LT	100%	\$ 360,000	12/01/11
11611	WM CNG Fueling Facility	Pompano Bch	FL	ET Environmental Corporation, LLC	Waste Management Inc of FL	100%	\$ 2,059,324	10/31/12
11610	FIU Lift Station LS1	Miami	FL	Pirtle Construction	FIU	100%	\$ 405,130	12/31/12
11609	VA Outpatient Mental Health Clinic	West Palm Bch	FL	Capture Construction, LLC	Dept. of Veterans Affairs	100%	\$ 422,927	10/31/12
11608	Discovery Miami Power Upgrade	Miami	FL	Tishman Construction Corporation	Discovery Communications	100%	\$ 565,439	04/30/13
11607	West Boynton Beach Library	Boynton Beach	FL	The Weitz Company	Palm Beach County	100%	\$ 196,084	08/31/12
11606	Electrical Power Generator System Expansion 10-4517	Hollywood	FL	Poole & Kent Company of Florida	City of Hollywood, FL	100%	\$ 855,724	11/30/13
11605	Hollywood WTP Membrane Replacement 10-4231	Hollywood	FL	Poole & Kent Company of Florida	City of Hollywood, FL	100%	\$ 1,770,963	12/31/12
11604	FIU - U.S. Century Bank Arena Expansion Underground CHW Pipe	Miami	FL	Poole & Kent Company of Florida	FIU	100%	\$ 743,203	10/31/12
11603	FIU-Satellite Chiller Plant BT834	Miami	FL	Poole & Kent Company of Florida	FIU	100%	\$ 53,123	12/31/11
11602	SDWWTP Cogen Facility Improvements DB09-WASD-05-ARRA	Miami	FL	Poole & Kent Company of Florida	Miami Dade Water & Sewer	100%	\$ 20,474,369	05/31/15

Completed Projects

Job No.	Project Name	City	State	General Contractor	Owner	% Complete	P&K Contract Amount	Completion Date
11601	VA Hospital - West Palm Beach Angio Suite	West Palm Bch	FL	Poole & Kent Company of Florida	Dept. of Veterans Affairs	100%	\$ 154,238	04/14/11
10704	USF-Tampa-CPT CHW Loop Upgrade	Tampa	FL	Williams Company of Tampa	University of South Florida	100%	\$ 703,155	08/30/10
10703	St. Joseph's Women's Hospital - Steam Boiler Replacement	Tampa	FL	Poole & Kent Company of Florida	St. Joseph's Hospital	100%	\$ 193,000	06/30/10
10701	St. Joseph's Hospital - Misc. Jobs (2010)	Tampa	FL	Poole & Kent Company of Florida	St. Joseph's Hospital	100%	\$ 227,000	01/01/11
10604	Finished Water Disinfection and Chemical System Improvements	Boca Raton	FL	Poole & Kent Company of Florida	City of Boca Raton	100%	\$ 913,219	09/30/11
10603	VA Hospital 8th Floor B-Demo Only	West Palm Bch	FL	J2 Engineering, Inc.	Dept. of Veterans Affairs	100%	\$ 34,000	07/10/11
10602	Biotest Utilities Upgrade	Boca Raton	FL	Poole & Kent Company of Florida	Biotest Pharmaceuticals	100%	\$ 3,690,746	09/30/12
10601	SDWWTP Septage Receiving and Solids Process Building S-829	Miami	FL	Poole & Kent Company of Florida	Miami Dade Water & Sewer	100%	\$ 11,364,490	10/30/11
09611	3C Mental Health, West Palm Beach VA Hospital	West Palm Bch	FL	Nelco Construction	VA Medical Center	100%	\$ 89,807	12/31/09
09610	Scripps - Drosophila Labs 2900-4-007	Jupiter	FL	DPR Construction, Inc.	Scripps Research Institute	100%	\$ 50,786	08/31/09
09609	SDWWTP HLD Upgrade to 285 MGD Effluent Pump Station S-817	Miami	FL	Poole & Kent Company of Florida	Miami Dade Water & Sewer	100%	\$ 21,008,660	08/31/12
09608	South Miami Heights WTP RSHS W-857	Miami	FL	Poole & Kent Company of Florida	Miami Dade Water & Sewer	100%	\$ 16,287,364	06/30/12
09607	VA Hospital	West Palm Bch	FL	Nelco Construction	VA Medical Center	100%	\$ 52,000	12/31/09
09606	Hialeah DBO Pilot Testing	Hialeah	FL	Viola Water	City of Hialeah	100%	\$ 50,000	12/31/09
09605	Cape Coral Maintenance	Cape Coral	FL	Poole & Kent Company of Florida	City of Cape Coral	100%	\$ 300,000	03/31/13
09604	Miscellaneous Scripps Florida Projects	Jupiter	FL	DPR Construction, Inc.	Scripps Research Institute	100%	\$ 250,000	12/31/09
09603	Central Utility Plant Expansion - Part C	Miami	FL	Poole & Kent Company of Florida	FIU	100%	\$ 2,077,564	09/30/09
09602	VA Hospital 8th Floor Renovations	West Palm Bch	FL	J2 Engineering, Inc.	Dept. of Veterans Affairs	100%	\$ 740,000	03/10/10
09601	Biotest Fractionation	Boca Raton	FL	CDI Life Sciences	Biotest Pharmaceuticals	100%	\$ 1,625,000	07/31/09
08704	Pinellas County Emergency Responders Building	Clearwater	FL	Hennessy Construction	Pinellas County BOCC	100%	\$ 1,748,000	07/31/10
08703	Mahaffey Theater - Phase II & 2008 Improvements	St. Petersburg	FL	Hennessy Construction	City of St. Petersburg, FL	100%	\$ 2,290,000	04/30/08
08613	Biotest IGIV Expansion Project	Boca Raton	FL	United Sheet Metal Company	Biotest Pharmaceuticals	100%	\$ 18,800	02/28/09
08612	City of Coral Springs Public Safety Complex	Coral Springs	FL	Pirtle Construction Company	Coral Springs City Comm.	100%	\$ 360,000	12/31/09
08611	Dr. DeFabrique Office	Royal Palm Bch	FL	J & M Contracting	RPG of South Florida	100%	\$ 20,000	02/28/09
08610	Miami Dade Thermal Plant Enhancement	Miami	FL	BGA, Inc.	Miami Dade County	100%	\$ 2,270,000	08/30/09
08609	Gold Coast Beverage	Homestead	FL	Itasca Construction Associates	Gold Coast Beverage Dist.	100%	\$ 560,000	06/30/09
08608	VA Hospital - E.R. Expansion	West Palm Bch	FL	LEI Construction Inc./Dawson Eng.	VA Hospital	100%	\$ 607,200	07/10/09
08607	S.R.W.W.T.P Oxygen System Upgrade 99-9406	Hollywood	FL	Poole & Kent Company of Florida	City of Hollywood	100%	\$ 10,438,709	01/30/12
08606	SDWWTP Chlorine Contact Tank Nos. 5 to 9, S-812	Miami	FL	Poole & Kent Company of Florida	Miami Dade Water & Sewer	100%	\$ 18,096,498	06/13/11
08605	University of Miami - Rickter Library - Chiller / CT	Miami	FL	Poole & Kent Company of Florida	University of Miami	100%	\$ 816,517	06/30/09
08604	SDWWTP Filter System Contract No. S-805	Miami	FL	Poole & Kent Company of Florida	Miami Dade Water & Sewer	100%	\$ 134,253,000	11/30/13
08603	University of Miami - Chilled Water Loop	Miami	FL	Moss & Associates	University of Miami	100%	\$ 7,084,534	06/30/09
08602	AMEDIC - Chilled Water Loop	Miami	FL	Moss & Associates	University of Miami	100%	\$ 765,000	05/31/09
08601	West Kendall Toyota	Miami	FL	Stiles Construction Company	GFB Enterprises Management	100%	\$ 791,283	05/15/09
07704	Hillsborough Court Facilities Renovations	Tampa	FL	J. Kokolakis Contracting	Hillsborough County BOCC	100%	\$ 2,385,000	04/22/08
07703	All Children's Hospital - CEP	St. Petersburg	FL	Brasfield & Gorrie, LLC	All Children's Hospital	100%	\$ 8,145,000	01/31/09
07702	Seminole Hard Rock Hotel & Casino	Tampa	FL	W.G. Yates & Sons	Seminole Tribe	100%	\$ 10,015,000	02/01/08
07608	Town of Jupiter Nanofiltration Plant	Jupiter	FL	Poole & Kent Company of Florida	Town of Jupiter	100%	\$ 36,600,000	10/01/10
07606	SDWWTP Oxygenation Train No. 7 Contract S-816	Miami	FL	Poole & Kent Company of Florida	Miami Dade Water & Sewer	100%	\$ 8,831,950	07/30/09
07605	Palm Beach Gardens Medical Center	Palm Beach	FL	Hinson Building Corporation	Tenet Health South	100%	\$ 1,212,520	01/15/09
07604	FIU - O.E. Lab	Miami	FL	Stobs Bros Construction Co.	FIU	100%	\$ 325,755	05/31/09
07603	Jefferson Annex	Miami	FL	Stobs Bros Construction Co.	Miami Dade Co. Public Schools	100%	\$ 250,000	05/31/09
07602	North Cape R.O. Facility	Cape Coral	FL	Poole & Kent Company of Florida	City of Cape Coral	100%	\$ 44,854,000	01/01/10
07601	Scripps Florida	Jupiter	FL	Weitz / DPR	The Scripps Institute	100%	\$ 27,735,832	04/30/09
06704	US CENTCOM-Joint Intelligence Center (MacDill AFB)	Tampa	FL	Clark Construction	US Army Engineering	100%	\$ 8,240,000	07/01/08
06620	VA Hospital - Chemo Rooms	West Palm Bch	FL	Nelco Company	Dept. of Veterans Affairs	100%	\$ 68,000	11/30/07
06619	Lake Region WTP Wellfield	Belle Glade	FL	Poole & Kent Company of Florida	Palm Beach County Board	100%	\$ 5,026,000	05/30/09
06618	VA Hospital - Dental Vacuum	West Palm Bch	FL	Nelco Company	Dept. of Veterans Affairs	100%	\$ 121,460	05/15/07
06617	SW Water Rec. Facility Exp. Upgrades	Cape Coral	FL	Poole & Kent Company of Florida	City of Cape Coral	100%	\$ 54,173,000	04/30/09

Completed Projects

Job No.	Project Name	City	State	General Contractor	Owner	% Complete	P&K Contract Amount	Completion Date
06616	VA Hospital - 9th Floor Renovation	West Palm Bch	FL	J2 Engineering	Dept. of Veterans Affairs	100%	\$ 253,266	11/30/08
06615	Select Specialty Hospital	Lake Worth	FL	Brasfield and Gorrie, LLC	Select Specialty Hosp.	100%	\$ 4,266,000	11/30/07
06614	North County WTP	Vero Beach	FL	Poole & Kent Company of Florida	Indian River County	100%	\$ 21,080,300	01/31/09
06613	Discovery Channel	Miami	FL	Clark Construction Group	Discovery	100%	\$ 590,000	05/15/07
06612	IKEA Sunrise	Sunrise	FL	VCC	IKEA Property, Inc.	100%	\$ 1,792,750	03/15/08
06611	Repump Stations A, B and E	Fort Lauderdale	FL	Poole & Kent Company of Florida	City of Fort Lauderdale	100%	\$ 11,734,446	01/31/11
06610	Everest Admin Building	Cape Coral	FL	Poole & Kent Company of Florida	City of Cape Coral	100%	\$ 8,668,000	02/29/08
06609	Hollywood Roof / AC Replacement	Hollywood	FL	Poole & Kent Company of Florida	City of Hollywood	100%	\$ 597,200	08/31/07
06608	Ft. Lauderdale Airport Toll Plaza	Fort Lauderdale	FL	Cummings-Centex J.V.	Broward County	100%	\$ 190,000	05/31/07
06607	West Boca Medical Center	Boca Raton	FL	South Florida Trane Service	West Boca Medical Center	100%	\$ 72,000	07/30/06
06606	Fiveash WTP Filter Rehab	Oakland Park	FL	Poole & Kent Company of Florida	City of Fort Lauderdale	100%	\$ 1,748,000	06/30/07
06605	Seminole Coconut Creek Casino	Coconut Creek	FL	Gulf Building Corp.	Seminole Tribe of Florida	100%	\$ 1,046,707	08/30/07
06604	UM-RSMAS Slab Bldg.	Miami	FL	Poole & Kent Company of Florida	University of Miami	100%	\$ 98,708	05/31/07
06603	Bethesda Hospital	Boynton Beach	FL	MOUW Associates, Inc.	Bethesda Memorial Hospital	100%	\$ 6,370,000	12/31/07
06602	PBIA Concourse C Expansion	West Palm Bch	FL	AFCO Constructors, Inc.	Palm Beach County Board	100%	\$ 2,783,566	10/31/08
06601	Downtown CHW Loop Expansion	Miami	FL	FPL Services, LLC	Miami-Dade GSA	100%	\$ 2,791,500	07/30/08
05704	Hillsborough County Courthouse - CEP	Tampa	FL	Metric Constructors/Clark Constr.	Hillsborough County BOCC	100%	\$ 2,825,000	08/31/06
05703	St. Joseph's Hospital-Master Chilled Water Plan & CEP	Tampa	FL	Poole & Kent Company of Florida	St. Joseph's Hospital	100%	\$ 8,775,000	09/30/05
05620	V.A. Hosp. Gaas	West Palm Bch	FL	Nelco Company	V.A. Medical Center	100%	\$ 67,300	12/31/05
05619	St Michaels Facility	Hobe Sound	FL	Weitz Company	St. Michaels Facility	100%	\$ 1,475,000	12/31/06
05618	Hurricane Modifications to VAMC	West Palm Bch	FL	Ames/Dawson Building	V.A. Medical Center	100%	\$ 2,525,000	04/30/07
05617	Collier R.O. Plant	Naples	FL	Poole & Kent Company of Florida	Collier County Board of County	100%	\$ 24,373,000	10/15/08
05616	Lake Region Water Treatment Plant	Belle Glade	FL	Poole & Kent Company of Florida	Palm Beach County Board	100%	\$ 19,727,000	06/30/09
05615	Scripps Renovations	Jupiter	FL	Florida Atlantic University	Florida Atlantic University	100%	\$ 34,504	09/30/05
05614	FAU/Scripps Joint Use Facility	Jupiter	FL	Centex Construction	Florida Atlantic University	100%	\$ 2,214,000	08/30/06
05613	MIA CPE 4000 Ton Chiller Addition	Miami	FL	FPL Services	Miami Dade Aviation Dept.	100%	\$ 1,210,000	08/29/06
05612	FAU/Scripps Automation Lab	Jupiter	FL	Centex Construction	Florida Atlantic University	100%	\$ 17,000	09/30/05
05611	Sun Sentinel Renovations	Deerfield Bch	FL	B.G. Industrial	Sun Sentinel	100%	\$ 40,000	10/31/05
05610	Palms West Hospital Renovation	West Palm Bch	FL	MTA Construction Group	Palms West Hospital	100%	\$ 46,698	09/30/05
05609	Two City Plaza	West Palm Bch	FL	Kast Construction	Kolter Properties	100%	\$ 4,850,000	10/15/08
05608	Lohmeyer Pump Station Improvements	Ft. Lauderdale	FL	Poole & Kent Company of Florida	City of Ft. Lauderdale	100%	\$ 7,351,475	07/31/08
05607	V.A. Hospital ICU	West Palm Bch	FL	TEI Construction	V.A. Medical Center	100%	\$ 237,323	02/28/06
05606	FAU - HBOI Marine Science Partnership	Ft. Pierce	FL	James A. Cummings	Florida Atlantic University	100%	\$ 1,720,615	07/20/07
05605	Northwood University Student Life Center	West Palm Bch	FL	Weitz Company	Northwood University	100%	\$ 544,000	03/30/06

Corporate Data Sheet

Name: Poole & Kent Company of Florida

State of Incorporation: Delaware

Date of Incorporation: June 21, 2004

Federal I. D. Number: 75-3163466

Florida Document No. F04000003751

Stock: 1,000 shares \$.01 par value

Stockholder: MES Holdings Corporation

Qualified in the following states:

Florida July 1, 2004

DIRECTORS

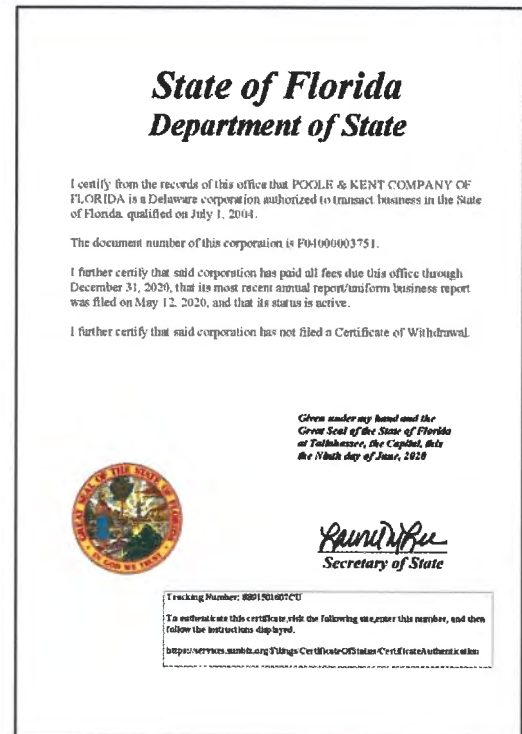
R. Kevin Matz

OFFICERS

Patrick H. Carr	President/Treasurer/Chief Executive Officer (authority resolution)
Richard Harrington	Chief Financial Officer/Secretary
Brian D. MacClugage	Executive Vice President/Asst. Secretary (authority resolution)
David Strickland	Senior Vice President/Asst. Secretary (authority resolution)
Asif Shaikh	Senior Vice President
David BuShea	Vice President
R. Kevin Matz	Vice President
Kevin Smith	Vice President
Duane Armstrong	Assistant Secretary

RESIDENT AGENT

Corporation Service Company
1201 Hays Street
Tallahassee, FL 32301



Partial Equipment List

2008 PJTM 16' FLAT BED TRAILER	250 DIALARC MILLER WELDER	535 RIDGID PIPE THREADER
544G JOHN DEERE LOADER/FORKS/JRB BOOM	250 DIALARC MILLER WELDER	535 RIDGID PIPE THREADER
2004 FORD 22' STAKE BODY/3000LBS LIFT GATE	250 DIALARC MILLER WELDER	535 RIDGID PIPE THREADER
YALE GLP 100M 10,000LB STRAIGHT FORKLIFT	250 DIALARC MILLER WELDER	535 RIDGID PIPE THREADER
CLASSIC III LINCOLN WELDER ON TRAILER (D)	250 DIALARC MILLER WELDER	535 RIDGID PIPE THREADER
CLASSIC III LINCOLN WELDER ON TRAILER (D)	250 DIALARC MILLER WELDER	300 RIDGID PIPE THREADER
250 LINCOLN WELDER ON TRAILER (D)	250 DIALARC MILLER WELDER	258 RIDGID PIPE CUTTER
300 MILLER WELDER TRAILER (D)	250 DIALARC MILLER WELDER	VE-424-MC VICTAULIC GROOVER
LN-25 LINCOLN WIRE FEED WELDER	250 DIALARC MILLER WELDER	VE-416-FSD VICTAULIC GROOVER
330A/BPLA MILLER WELDER	400 MILLER WIRE FEED WELDER	VICTAULIC GROOVER (FIELD)
451 DELTAWELD MILLER WIRE FEED WELDER	25 DEALARC LINCOLN WELDER	55 TON RAMCO PRESS
455M/SH POWERWAVE LINCOLN	112080-B GORMAN RUPP PUMP 6000 GPM	WESCO PALLATT JACKS
ARCLINK LINCOLN POWER FEED WELDER	112080-B GORMAN RUPP PUMP 6000 GPM	WESCO PALLATT JACKS
450 L-TEC WIRE FEED WELDER	112080-B GORMAN RUPP PUMP 6000 GPM	WESCO PALLATT JACKS
250 IDEA/ARC LINCOLN WELDER	112080-B GORMAN RUPP PUMP 6000 GPM	LM-17 JLG LIFTMASTER
250 IDEA/ARC LINCOLN WELDER	112080-B GORMAN RUPP PUMP 6000 GPM	SLC-24 GENIE SUPERLIFT
DAYTON HIGH FREQUENCY ARC STABILIZER	112080-B GORMAN RUPP PUMP 6000 GPM	SLC-24 GENIE SUPERLIFT
AD30-6 ARONSON TURNTABLE PIPE POSITIONER	GH+E PUMP	SL-18 GENIE LIFT
D185QV SULLIVAN AIR COMPRESSOR (TRAILER)	4" WACKER TRASH PUMP	SL-18 GENIE LIFT
ROLL AIR 2 STAGE COMPRESSOR/TRAILER	4" WACKER TRASH PUMP	SL-18 GENIE LIFT
LINCOLN MOBLEFLEX 200M	TRAVEL CHAIN PIPE CUTTER	SL-18 GENIE LIFT
LINCOLN MINIFLEX X-TRACTOR	PNUEMATIC PIPE CUTTER	SL-18 GENIE LIFT
LINCOLN MINIFLEX X-TRACTOR	GKS HEAVY DUTY TANK DOLLIES (SET OF 4)	SL-18 GENIE LIFT
185 SULLAIR COMPRESSOR	4000 LBS VEST A-FRAME	SL-18 GENIE LIFT
PS-3F25 ALL-FAB-CORP PIPE POSITIONER	LINCOLN MOBLEFLEX 200M	SUMMER CONTRACTOR LIFT
2000LB ROLL-A-LIFT	ARONSON ELECTIC PIPE ROLLER	520A VERMETTE LIFT
1930 GENIE SCISSOR LIFT	2000LB ROLL-A-LIFT	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ***MARSH USA INC 1166 AVENUE OF THE AMERICAS NEW YORK, NY 10036 Phone: 866-966-4664 Emcor.Certrequest@marsh.com / Fax: 203-229-6787 CN102796740-POOLE-TAM-20-21	CONTACT NAME: PHONE (A/C No. Ext):		FAX (A/C No.):
	E-MAIL ADDRESS:		
INSURED POOLE & KENT COMPANY OF FLORIDA 1715 LEMON ST. TAMPA, FL 33606	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Continental Casualty Company		20443
	INSURER B : American Casualty Company of Reading, PA		20427
	INSURER C : Transportation Insurance Co		20494
	INSURER D : Continental Insurance Company		35289
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** NYC-009733805-52 **REVISION NUMBER:** 23

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GL 6081316313	10/01/2020	10/01/2021	EACH OCCURRENCE	\$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 25,000
						PERSONAL & ADV INJURY	\$ 2,000,000
						GENERAL AGGREGATE	\$ 6,000,000
						PRODUCTS - COMP/OP AGG	\$ 14,000,000
							\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BUA 6081316330	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
						Auto Physical Damage	\$ Included
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUE 6050250605	10/01/2020	10/01/2021	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	10/01/2020	10/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
B			WC 6 81431266 (AOS)	10/01/2020	10/01/2021	E.L. EACH ACCIDENT	\$ 1,000,000
C			WC 6 81433616 (CA)	10/01/2020	10/01/2021	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
			WC 6 81421871 (AZ, OR, WI)	10/01/2020	10/01/2021	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
EVIDENCE OF COVERAGE

CERTIFICATE HOLDER POOLE & KENT COMPANY OF FLORIDA 1715 LEMON ST. TAMPA, FL 33606	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY ***MARSH USA INC		NAMED INSURED POOLE & KENT COMPANY OF FLORIDA 1715 LEMON ST. TAMPA, FL 33606
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

AUTO PHYSICAL DAMAGE COMP / COLL DEDUCTIBLE \$500

IN THE EVENT OF CANCELLATION OR MATERIAL CHANGE THAT REDUCES OR RESTRICTS THE INSURANCE AFFORDED BY THIS COVERAGE PART (OTHER THAN THE REDUCTION OF AGGREGATE LIMITS THROUGH PAYMENT OF CLAIMS AS APPLICABLE), INSURER AGREES TO MAIL PRIOR WRITTEN NOTICE OF CANCELLATION OR MATERIAL CHANGE TO: CERTIFICATE HOLDER SCHEDULE

1. NUMBER OF DAYS ADVANCE NOTICE: FOR ANY STATUTORILY PERMITTED REASON OTHER THAN NON-PAYMENT OF PREMIUM, THE NUMBER OF DAYS REQUIRED FOR NOTICE OF CANCELLATION AS PROVIDED IN PARAGRAPH 2 OF EITHER THE CANCELLATION COMMON POLICY CONDITIONS OR AS AMENDED BY THE APPLICABLE STATE CANCELLATION ENDORSEMENT IS INCREASED TO THE LESSER OF 60 DAYS OR THE NUMBER OF DAYS REQUIRED IN A WRITTEN CONTRACT.

FOR NON-PAYMENT OF PREMIUM, THE GREATER OF (1) THE NUMBER OF DAYS REQUIRED BY STATE LAW OR (2) THE NUMBER OF DAYS REQUIRED BY WRITTEN CONTRACT.

2. NAME:

NOTICE WILL BE MAILED TO: CERTIFICATE HOLDER



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
9/20/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER Alliant Insurance Services, Inc. 333 Earle Ovington Blvd Ste 700 Uniondale NY 11553	CONTACT NAME: PHONE (A/C. No. Ext): 516-414-8900 FAX (A/C. No): E-MAIL ADDRESS: EMCORCertificates@Alliant.com PRODUCER CUSTOMER ID: EMCOGRO-02														
INSURED Poole & Kent Company of Florida 1715 W. Lemon Street Tampa, FL 33606	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : HDI Specialty Insurance Company</td> <td style="text-align: center;">16131</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : HDI Specialty Insurance Company	16131	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : HDI Specialty Insurance Company	16131														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES CERTIFICATE NUMBER: 894598207 REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS	
A	<input checked="" type="checkbox"/> PROPERTY	BRD5517400S	10/1/2018	10/1/2021	BUILDING	\$	
	CAUSES OF LOSS				DEDUCTIBLES	PERSONAL PROPERTY	\$
	<input type="checkbox"/> BASIC				BUILDING	BUSINESS INCOME	\$
	<input type="checkbox"/> BROAD				CONTENTS	EXTRA EXPENSE	\$
	<input checked="" type="checkbox"/> SPECIAL					RENTAL VALUE	\$
	<input type="checkbox"/> EARTHQUAKE					BLANKET BUILDING	\$
	<input type="checkbox"/> WIND					BLANKET PERS PROP	\$
	<input type="checkbox"/> FLOOD					BLANKET BLDG & PP	\$
	<input checked="" type="checkbox"/> All Risk					<input checked="" type="checkbox"/> Limits	\$ See Below
							\$
A	<input checked="" type="checkbox"/> INLAND MARINE	TYPE OF POLICY	10/1/2018	10/1/2021	<input checked="" type="checkbox"/> Contractors Eq	\$ 2,500,000	
	CAUSES OF LOSS	Builder's Risk/ Installation			<input checked="" type="checkbox"/> In Transit	\$ 2,500,000	
	<input type="checkbox"/> NAMED PERILS	POLICY NUMBER			<input checked="" type="checkbox"/> Temp Storage	\$ 3,000,000	
A	<input checked="" type="checkbox"/> All Risk	BRD5517400S			<input checked="" type="checkbox"/> Job Site	\$ 10,000,000	
	<input type="checkbox"/> CRIME					\$	
	TYPE OF POLICY					\$	
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$	
						\$	
						\$	
						\$	

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Insurance - Value of \$200,000

CERTIFICATE HOLDER Poole & Kent Company of Florida 1715 West Lemon street Tampa FL 33606	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Peter F. Jones</i>
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CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the “Agreement”) is by and between Peace River Manasota Regional Water Supply Authority, 9415 Town Center Parkway, Lakewood Ranch, FL 34202 (“Owner”) and Poole & Kent Company of Florida, 1715 W. Lemon Street, Tampa, FL 33606 (“Contractor”).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 – WORK

- 1.1 Contractor shall complete all Work as specified or indicated in the Contract Documents.
- 1.2 The Work is generally described as follows:
 - The Treatment Trains 5 & 6 Rehabilitation Project will be located at the Owner’s Peace River Water Treatment Plant in Arcadia, Florida. Work includes all ancillary and appurtenant work connected with this replacement, including emptying, cleaning, concrete restoration and protective coating application for six (6) multimedia filters, two (2) solid contact units, and other ancillary concrete chambers and spaces, rehabilitation of the rake drive and rapid mixer drives in the solid contact units. It will include the rebuilding of the six (6) multi-media filters with all new filtration media and associated stainless steel underdrain repairs, and removal and replacement of fifty-six (56) filter control valves with actuators.

ARTICLE 2 – THE PROJECT

- 2.1 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:
 - Treatment Trains 5 & 6 Rehabilitation Project.

ARTICLE 3 – ENGINEER

- 3.1 The Project has been designed by Black & Veatch, Inc., 4415 Metro Pkwy, Suite 200, Fort Myers, Florida 33916. However, there is a separate concurrent selection process underway to choose a consultant to serve in a consulting capacity for construction phase services and be designated as the (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.1 *Time of the Essence*
 - A. All time limits for Milestones, if any, Substantial Completion, Final Completion, and readiness for final payment as stated in the Contract Documents are of the essence of the Agreement.

4.2 *Substantial Completion*

- A. Contractor shall achieve Substantial Completion of the Work within 250 calendar days from the date on which Owner issues Contractor a Notice to Proceed. Notwithstanding, Bidder acknowledges that the Owner may need to delay the shutdown of the Peace River Water Treatment Plant (“Facility Shutdown Date”) to ensure water quantities are available to meet the Owner’s Customers’ demands. Any delay to the Facility Shutdown Date by the Owner shall be remunerated on a calendar day for calendar day basis to the Substantial Completion date. There shall be no additional charges or costs claimed by the Contractor on the Project for such action by the Owner.
- B. The term Substantial Completion shall mean the time at which the Work has progressed to the point where, in the opinion of Engineer, all essential elements of the treatment facilities including the filters, filter valves, solid contact units, and instrumentation has been completed and the Work is otherwise sufficiently complete, in accordance with the Contract Documents, so that the Work 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 thereof.

4.3 *Final Completion*

- A. Contractor shall achieve Final Completion of the Work within 280 calendar days from the date on which Owner issues Contractor a Notice to Proceed. In the event the Project is not Substantially Complete within 250 calendar days from the Notice to Proceed date, the allowable period between Substantial Completion (date when reached) and Final Completion is thirty (30) calendar days. Notwithstanding, Bidder acknowledges that the Owner may need to delay the Facility Shutdown Date to ensure water quantities are available to meet the Owner’s Customers’ demands. Any delay to the Facility Shutdown Date by the Owner shall be remunerated on a calendar day for calendar day basis to the Final Completion date, but shall not extend the allowable period between Substantial Completion and Final Completion. There shall be no additional charges or costs claimed by the Contractor on the Project for such action by the Owner.
- B. The term Final Completion means the time at which the Work has progressed to the point where, in the opinion of the Engineer, the Work, including all “punch list” items, is fully and finally completed in a good and workmanlike manner, in accordance with the Contract Documents and free of all defects and deficiencies; and all required final governmental inspections and approvals have been obtained.

4.4 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in the Contract Documents, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss 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), Contractor shall pay as follows:

1. In the event Contractor fails to achieve Substantial Completion of the Work within the time specified in Paragraph 4.2 above, Contractor shall be required to pay Owner the sum of \$1,200.00 per day for each and every calendar day elapsing after the time specified in Paragraph 4.2 above, until the Contractor has achieved Substantial Completion.
2. In the event Contractor fails to achieve Final Completion of the Work within thirty (30) calendar days of the Date of Substantial Completion, Contractor shall be required to pay Owner the sum of \$800.00 per day for each and every calendar day in excess of the allowable 30 calendar days until the Contractor has achieved Final Completion.

4.5 In the event Contractor fails to achieve Final Completion of the Work within the time specified in Paragraph 4.3 above, the Owner shall also have the right to:

- A. Terminate the Contractor without further notice;
- B. Complete any of the remaining items and back charge Contractor for all costs incurred; and
- C. Exercise all other rights and remedies available at law or in equity.

ARTICLE 5 – CONTRACT PRICE

5.1 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the Contract Price indicated below: (subject to adjustment on the basis of actual measurements and quantities accepted by Engineer in connection with Work listed in Contractor’s Bid Form):

CONTRACT PRICE:

<u>Three million, five hundred and thirty four thousand, five hundred and seven dollars</u> (Total in Words)	<u>\$3,534,507</u> (Numerals)
---	----------------------------------

5.2 All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions and as modified by the Supplementary Conditions.

5.3 The Contract Price includes a Contingency Allowance for Owner in the amount of \$300,000.00 that will be for the sole use of the Owner and which will be used or applied at the sole direction of Owner. Owner’s Executive Director may, by issuing or approving a change order, use or apply the Contingency Allowance for Owner to cover unanticipated costs.

ARTICLE 6 – PAYMENT PROCEDURES

6.1 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions and as modified by the Supplementary Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions and as modified by the Supplementary Conditions.

6.2 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer during performance of the Work as provided below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions.

- 1. Each progress payment will be made in an amount equal to 95% percent of Work completed (with the balance of 5% being withheld as retainage); but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions and as modified by the Supplementary Conditions.

6.3 *Final Payment*

- A. Upon Final Completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions and as modified by the Supplementary Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07 of the General Conditions and as modified by the Supplementary Conditions.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by Florida law.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.1 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents and finds the terms therein to be reasonable and sufficient.

- B. Contractor has visited the Site and become familiar with and is satisfied as to the

general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in the Supplementary Conditions as containing reliable “technical data,” and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Supplementary Conditions as containing reliable “technical data.”
- E. Contractor has considered the information known to Contractor; 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; permits, examinations, investigations, tests, studies, and data concerning the conditions with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in this Paragraph 8.1, Contractor does not consider that 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 Documents.
- G. 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.
- H. Contractor has correlated the information known to Contractor, information and observations from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- K. Pursuant to Section 287.135, Florida Statutes, 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, Contractor certifies that it is not currently on either of the aforementioned lists and agrees to notify the Owner if placement on either list occurs. If Contractor submits a false certification, the Owner may terminate this Agreement and bring a civil action against the Contractor, which may result in a penalty equal to the greater of \$2 million or twice the fee for completion of the Work resulting from this Agreement and all reasonable attorney's fees and costs. The Owner may also terminate the Agreement if the Contractor is deemed to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

- L. Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. Contractor agrees and acknowledges that the Owner is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that provisions thereof apply to this Agreement. If the Owner has a good faith belief that Contractor or its subcontractors have knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner shall terminate this Agreement. Contractor shall be liable for any additional costs incurred by the Owner as a result of the termination of this Agreement based on the failure of Contractor or its subcontractors to comply with the E-Verify requirements referenced herein.
- M. Contractor continues to satisfy the conditions and requirements that it was required to satisfy to be prequalified by the Owner to provide services on this Project and shall continue to satisfy such conditions and requirements throughout the term of this Agreement.

ARTICLE 9 – CONTRACT DOCUMENTS

9.1 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to __, inclusive).
 - 2. Performance bond (pages 1 to __, inclusive).
 - 3. Payment bond (pages 1 to __, inclusive).
 - 4. Other bonds (pages ___ to _____, inclusive).
 - a. ____ (pages _ to _____, inclusive).
 - b. ____ (pages _ to _____, inclusive).

- c. ____ (pages to ____, inclusive).
5. General Conditions (pages 1 to __, inclusive).
6. Supplementary Conditions (pages 1 to __, inclusive).
7. Drawings consisting of _ sheets with each sheet bearing the following general title:
Treatment Trains 5 and 6 Rehabilitation Project. Specifications consisting of Div 0, Div 1, Div __, and Div __ for the Treatment Trains 5 and 6 Rehabilitation Project.
8. Addenda (numbers ____ to ____, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid Form (pages 1 to __, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages __ to __, inclusive).
 - c. Final Waiver and Release of Liens and Claims, attached hereto as Exhibit "1".
 - d. Final Contractor's Affidavit, attached hereto as Exhibit "2".
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages __ to ____, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.1.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.1 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.2 *Assignment of Agreement*

- A. No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are 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 Documents.

10.3 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.4 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall 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.

10.5 *Equipment Warranties*

- A. Contractor shall obtain from the Suppliers of all equipment incorporated into the Project, which either: (i) is listed in the Schedule of Equipment Suppliers; or (ii) has a cost in excess of \$5,000.00, express warranties for the benefit of Owner (the “Equipment Warranties”). The Equipment Warranties shall:
 - 1. Warrant that the equipment is new, of high quality, and free of any defects in design, material, and workmanship; and
 - 2. Provide that the Suppliers will promptly correct, remove, repair, or replace, at its own cost and expense, and in accordance with Owner’s instructions, any equipment that is discovered to be faulty or defective at any time prior to Substantial Completion or within two (2) years thereafter.
- B. The Contractor shall cause all Suppliers to be bound by the warranty obligations contained in this Paragraph 10.5, so that Owner receives Equipment Warranties that are expressly for the direct benefit of Owner, which provide that Owner is a third party beneficiary thereunder, or which are otherwise unconditionally assignable and are assigned to Owner. The Contractor shall assist in enforcing all Equipment Warranties. All Equipment Warranties shall be in addition to, and shall not alter other warranty obligations of Contractor. The Contractor shall take no action that would void,

invalidate, or diminish the effect of any Equipment Warranties. All Equipment Warranties and assignments of Equipment Warranties shall be delivered by Contractor to Engineer prior to Final Completion and as a condition precedent to final payment.

- 10.6 *Applicable Law and Venue.* The laws of the State of Florida shall govern the validity, interpretation, construction, and performance of this Agreement and venue for any suit involving this Agreement shall be in Manatee County, Florida, if filed in state court and in the Middle District of Florida if filed in federal court.
- 10.7 *Amendments.* This Agreement may be amended only in writing duly executed by the Authority and the Contractor.
- 10.8 *Disclaimer of Third Party Beneficiaries.* This Agreement is solely for the benefit of the parties to this Agreement. No right or cause of action shall accrue upon or by reason hereof inure to or for the benefit of any third party.
- 10.9 *Notice.* 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 Engineer:

To Be Determined
Attention: To Be Determined

With a copy to the Owner at:

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

Attention: Patrick J. Lehman, Executive Director

If to the Contractor:

Poole & Kent Company of Florida

1715 W. Lemon Street

Tampa, FL 33606

Attention: Patrick H. Carr, President & CEO

ARTICLE 11 – PROJECT RECORDS AND DOCUMENTS

The Contractor, upon request, shall permit the Owner to examine or audit all Project related records and documents during or following completion of the Project at no cost to the Owner. Payments made to the Contractor under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by the Owner, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. The Contractor shall maintain all such records and documents for at least three (3) years following completion of the Project. If the Project records and documents are not maintained within the jurisdictional boundaries of the Owner, the Contractor shall deliver the requested documents to the Owner’s office for inspection. Each party shall allow public access to Project documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, Florida Statutes. The Contractor shall (1) keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the Owner 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 Owner, all public records in possession of the Contractor 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 Owner in a format that is compatible with the information technology systems of the Owner. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ANN LEE, AT (941)316-1776; ALEE@REGIONALWATER.ORG; OR 9415 TOWN CENTER PARKWAY, LAKEWOOD RANCH, FLORIDA 34202.**

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____, 2021 (which is the Effective Date of the Agreement).

OWNER: Peace River Manasota Regional Water
Supply Authority

CONTRACTOR: Poole & Kent Company of
Florida

By: Patrick J. Lehman, P.E.

By: Patrick H. Carr

Title: Executive Director

Title: President & CEO

Attest: _____

Title: _____

Address for giving notices:

Attest:

Title: _____

Address for giving notices:

License No.: _____

(Where applicable)

Approved as to Form:

Agent for service of process:

Douglas Manson
General Counsel

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
March 31, 2021

CONSENT AGENDA
ITEM 6

**Award Contract for Construction Management Services on Treatment
Trains 5 & 6 Rehabilitation Project**

Recommended Action

Motion to authorize the Executive Director to execute the Agreement for Construction Phase Services with Black & Veatch Corporation, for the Treatment Trains 5 & 6 Rehabilitation Project for an amount not-to-exceed \$143,348.

Construction Phase professional engineering services are needed for the *Treatment Trains 5 & 6 Rehabilitation Project* which involves cleaning, concrete restoration, and protective coating applications for six (6) multimedia filters, two (2) solid contact units, rehabilitation of rake drive and rapid mixer drives in the solid contact units, rebuilding of the six (6) multi-media filters with all new filtration media and associated stainless steel underdrain repairs, and removal and replacement of fifty-six (56) filter control valves with actuators.

In response to the Authority's advertisement for Professional Engineering Services for the Construction Phase of this project one Statement of Qualification (SOQ) was timely received on March 12, 2021 from Black & Veatch Corporation. The Authority's Professional Services Evaluation Committee (PSEC) reviewed the SOQ in a publicly noticed meeting. The PSEC recommendation, accepted by the Executive Director was to negotiate a contract, scope and fee with Black & Veatch for this project. The contract including a scope and fee for Construction Phase Services with Black & Veatch is proposed for an amount not-to-exceed \$143,348, which includes an owners allowance of \$20,000 for out-of-scope work if approved by the Executive Director.

Budget Action – No action needed

Attachments:

Tab A Construction Management Services Consultant Selection

Tab B Professional services contract including scope and fee

TAB A
Consultant Selection Process Materials

MEMORANDUM

DATE: March 22, 2021

TO: Patrick Lehman, Executive Director

FROM: Chris Rogers, Project Manager III

RE: Consultant Selection and Agreement for Professional Engineering Services for the Construction Phase of the Treatment Trains 5 & 6 Rehabilitation Project

Recommendation

Staff recommends Board confirmation of the Authority's Professional Services Evaluation Committee ranking below for Construction Phase Services for the Treatment Trains 5 & 6 Rehabilitation Project at the Peace River Facility, and authorize the Executive Director to execute a contract not to exceed \$143,348 with the top-ranked firm; Black & Veatch Corporation for these services.

Ranking	Firm	Office Location
1	Black & Veatch Corporation (1)	Fort Myers

(1) Only one submittal was received for this project

Background

In 2020, Black and Veatch performed a Plant 3 (Treatment Trains 5 & 6) condition assessment and made recommendations for system optimizations, improvements, rehabilitations, and replacements as necessary to maintain the treatment facility at a high standard of reliability and performance. Project work includes all ancillary and appurtenant work connected with this replacement, including emptying, cleaning, concrete restoration, and protective coating applications for six (6) multimedia filters, two (2) solid contact units, and other ancillary concrete chambers and spaces. It will also include rehabilitation of rake drive and rapid mixer drives in the solid contact units, rebuilding of the six (6) multi-media filters with all new filtration media and associated stainless steel underdrain repairs, and removal and replacement of fifty-six (56) filter control valves with actuators.

Discussion

On February 10, 2021, the Authority requested (advertised) SOQs from firms interested in providing these Professional Engineering Services during the construction phase of this project. One (1) SOQ was received by the submittal deadline of March 12, 2021. In accordance with the Authority's procurement policy, the SOQ was reviewed by the Professional Services Evaluation

Committee (PSEC) in a publicly noticed meeting at the Authority Administrative Office on March 15, 2021. Review criteria included: (1) Consultant Competence and Qualifications, (2) Experience on Similar Projects, (3) Project Manager Qualifications and Experience, (4) Consultant Staff Resources Availability, (5) Consultant Team Past Record on Authority Projects, and (6) Consultant Office Proximity to Authority Service Area.

The PSEC recommendation, accepted by the Executive Director, ranked Black & Veatch Corporation as the top-ranked firm for this project. Staff have negotiated an Agreement including a scope and fee for Construction Phase Services with Black & Veatch for an amount not-to-exceed \$143,348, which includes an Owner's Allowance of \$20,000 for out of scope work if approved by the Executive Director. Staff recommends Board confirmation of the consultant selection, and authorization for the Executive Director to execute the Agreement for Construction Phase Services with Black & Veatch Corporation in an amount not to exceed \$143,348.

Copies of the following are enclosed:

- (1) PSEC Public Meeting Agenda and Evaluation Score Form
- (2) Notice of Intended Decision

**NOTICE OF INTENDED DECISION FOR AWARD OF CONTRACT –
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
PROFESSIONAL ENGINEERING SERVICES:
TREATMENT TRAINS 5 & 6 REHABILITATION CONSTRUCTION SERVICES**

Recommended Action - **Motion** to approve Professional Services Evaluation Committee recommendation and authorize the Executive Director to execute a contract, scope, and fee for Professional Engineering Services to perform and complete the Treatment Trains 5 & 6 Rehabilitation Construction Phase Services Project.

Statements of Qualification were requested from consultants for the purpose of providing ‘Professional Engineering Services’ to perform and complete the Treatment Trains 5 & 6 Rehabilitation Construction Phase Services Project in accordance with the Authority’s Procurement Policy. One (1) Statements of Qualification were timely received by the March 12, 2021 submittal deadline and was evaluated and ranked by the Authority’s Professional Services Evaluation Committee (PSEC) in accordance with the Authority Procurement Policy.

Staff recommends that the Executive Director approve the PSEC ranking and recommendation, and negotiate a contract, scope and fee for ‘Professional Engineering Services’ to perform and complete the Authority’s ‘Treatment Trains 5 & 6 Rehabilitation Construction Phase Services Project’ with Black & Veatch Corporation. The negotiated contract, scope and fee will be presented to the Authority Board for consideration on March 31, 2021.

Ranking	Firm	Office Location
1	Black & Veatch Corporation (1)	Fort Myers

(1) Only one submittal was received for this project

Protests of this Notice of Intended Decision shall be in conformance with the Owners Procurement Policy which is available for review at www.regionalwater.org [on the procurement tab] and during business hours at the Peace River 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 requirement by law within the time allowed for filing a bond shall constitute a waiver of proceeding under chapter 120, Florida Statutes.

Posted: March 17, 2021


Peace River Manasota Regional Water Supply Authority
Construction Phase Professional Engineering Services -Treatment Trains 5 & 6 : Request for SOQs
PSEC Meeting: March 15, 2021 @ 10:00 am
8998 SW CR 769, Arcadia, FL 34269

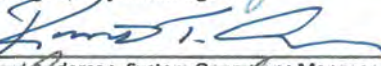
Consultant: Black & Veatch	Criteria						TOTAL
	1 (20 points)	2 (20 points)	3 (40 points)	4 (10 points)	5 (5 points)	6 (5 points)	100 (Total Points)
Richard Anderson	18.00	18.00	35.00	7.00	5.00	3.00	86.00
Chris Rogers	18.00	18.00	37.00	8.00	4.00	4.00	89.00
Scott Cunningham	20.00	19.00	38.00	7.00	5.00	4.00	93.00
Doug Leath	19.00	20.00	38.00	8.00	4.00	5.000	94.00
TOTAL AVERAGE:							90.50

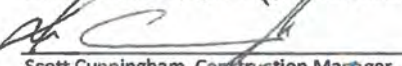
Criteria:


- 1 Consultant (Team) Competence/Qualifications
- 2 Consultant (Team) Experience on Similar Projects
- 3 Project Manager Qualifications & Experience
- 4 Consultant Key Staff Resources Availability
- 5 Consultant Past Record on Authority Projects
- 6 Office Proximity to Authority Service Area

Member Signatures:


 Chris Rogers, Project Manager III


 Richard Anderson, System Operations Manager


 Scott Cunningham, Construction Manager


 Doug Leath, Maintenance Supervisor

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
INFORMATION PACKAGE
for
PROFESSIONAL ENGINEERING SERVICES
for the
TREATMENT TRAINS 5 & 6 REHABILITATION PROJECT CONSTRUCTION
PHASE SERVICES
REQUEST FOR STATEMENT OF QUALIFICATIONS

The Peace River Manasota Regional Water Supply Authority (Authority) is requesting ‘Statements of Qualifications’ (SOQ) from consultants (Consultant) to perform and complete construction phase services for the Treatment Trains 5 & 6 Rehabilitation Project (Project) associated with the emptying, cleaning, concrete restoration, and protective coating application for six (6) multimedia filters, two (2) solid contact units, and other ancillary concrete chambers and spaces, rehabilitation of the rake drive and rapid mixer drives in the solid contact units. It will include the rebuilding of the six (6) multi-media filters with all new filtration media and associated stainless steel underdrain repairs and the removal and replacement of fifty-six (56) filter control valves and actuators.

AUTHORITY BACKGROUND

The Authority is an independent special district of the State of Florida, created and existing pursuant to Chapter 373, Florida Statutes, and Section 163.01, Florida Statutes. The Authority is comprised of Charlotte, DeSoto, Manatee, and Sarasota Counties. The Authority was created for the purpose of developing, storing, and supplying water for county and municipal purposes in such a manner as will give priority to reducing adverse environmental effects of excessive or improper withdrawals from concentrated areas. The Authority is required to acquire, design, secure permits, construct, operate, and maintain facilities in locations and at the times necessary to ensure that an adequate water supply will be available to all citizens within the Authority’s boundaries.

The Authority owns and operates the Peace River Facility, a 51 million gallon per day (mgd) conventional surface water treatment facility located on Kings Highway in southwestern DeSoto County (treatment facility). The treatment facility was constructed in the late 1970’s and has undergone expansion and rehabilitation projects several times over the years. The treatment facility includes a total of four (4) separate treatments plants on the same site, each of which can be operated independently of the others. Production at the treatment facility is coordinated to meet daily needs. The treatment facility includes twenty-six (26) individual declining rate, multimedia water filters in various sizes and configurations.

The treatment facility is supported by a 120 mgd intake pump station on the Peace River, a 6.5 billion gallon off-stream raw water storage system, and twenty-one (21) aquifer storage and recovery wells. The Authority’s regional distribution system also includes approximately eighty (80) miles of large-diameter drinking water transmission system pipelines and associated remote pumping stations and finished water storage tanks in several counties.

SCOPE OF SERVICES

The Consultant will provide all engineering, architectural, materials testing, surveying, construction management, and inspection services for the Treatment Trains 5 & 6 Rehabilitation Project to be built at the Peace River Facility. The Treatment Trains 5 & 6 Rehabilitation Project has been designed by the design engineer-of-record, Black & Veatch Corporation. The Authority is currently soliciting bids from contractors for the construction of the Treatment Trains 5 & 6 Rehabilitation Project through a separate procurement solicitation (Contractor Solicitation) and is concurrently soliciting for the services of a Consultant to provide engineering services for the construction phase of the Treatment Trains 5 & 6 Rehabilitation Project. Specific areas of responsibility may include, but not be limited to, the following:

- Coordinate and issue Notice to Proceed to Contractor (the contractor that is selected and contracted for the provision of services pursuant to the Contractor Solicitation).
- Plan, coordinate, and conduct project meetings with Contractor and/or Authority Staff including development and distribution of meeting minutes.
- Review and processing of Contractor pay requests including verification of stored materials.
- Technical submittal review, processing, and tracking using online tools to facilitate and accelerate this process.
- Review of the drawings and specifications as necessary to respond to Requests for Information/Clarification by Contractor.
- Work with the Contractor to identify, schedule, and coordinate any necessary facility downtime required by the work including relocation of electrical and communications feeds as well as external luminaries.
- Interface with Authority staff for all utility locates and to identify and trace wires and fibers, as may needed.
- Various materials testing needs as required.
- Work change directive development, coordination, and negotiation.
- Change order development, coordination, and negotiation.
- Periodic construction inspection to confirm professional and workmanlike standards are being met by tradesmen and to ensure the site is being kept in an orderly, neat, and clean appearance.
- Pre-pour slab inspections to verify rebar schedule and placement, any associated conduits to be embedded, quality and condition of formwork and that any anchor bolt placement templates are properly secured and positioned.
- Coordinate with Contractor for material deliveries to avoid impacts to Authority operations while maintaining security protocols.
- Take digital photographs of the work as it progresses as well as any trenches dug before they are filled/covered and the work is concealed from view.
- Quality control verification that items delivered meet specifications approved.
- Interface with and accompany regulatory agency personnel on any site inspections.
- Review and analysis of Contractor schedule submittals.

- Review and analysis of any Contractor claims, including weather-related claims.
- Periodic review of Contractor as-built information.
- Survey work as needed to establish benchmarks, re-establish benchmarks that may become destroyed during the course of the work and surveying to verify Contractor grades, slopes, and as-built information.
- Coordinate walk-through inspections and development and management of punch list items related to closeout procedures.
- Coordinate and issue certificates for Substantial Completion and Final Completion to Contractor.
- Manage and consolidate warranty certificates in a notebook with appropriate start and expiration dates.
- Develop a final reconciliatory change order.
- Preparation of final Record Drawings.

BACKGROUND MATERIALS

The documents listed below for the Treatment Trains 5 & 6 Rehabilitation Project are available for downloading by visiting the Authority’s website at www.regionalwater.org. These items are also available for review at the Authority’s Administrative Office at 9415 Town Center Parkway, Lakewood Ranch, Florida 34202 (if interested - please contact Rachel Kersten for appointment 941-316-1776).

Treatment Trains 5 & 6 Rehabilitation Project Plans and Specifications – Bid Documents Package from the Contractor Solicitation.

GENERAL PROJECT SCHEDULE

A summary schedule for this Project is presented below. Dates may be changed at the discretion of the Authority.

<u>Milestone</u>	<u>Expected Date of Completion</u>
(1) Advertise for Consultant SOQ	02/10/2021
(2) Final Date for Questions	03/02/2021
(3) SOQ Submittals Due to the Authority	03/12/2021
(4) PSEC ^(a) Meeting to rank firms	03/15/2021
(5) Interviews by PSEC (if needed)	03/16/2021
(6) Consultant Selection ^(b)	03/31/2021 (earliest date)

(a) PSEC = Professional Services Evaluation Committee. All PSEC meetings are publicly noticed. The PSEC has the option to interview Consultants. If interviews are conducted by the PSEC, they will be at a public meeting on the date shown.

(b) The PSEC’s Consultant ranking and a recommendation to negotiate a contract, scope, and fee for the Project will be presented to the Executive Director for consideration. The Executive Director will then make a recommendation to the Authority Board of Directors (Board) on the selection, and also seek authorization from the Board to develop a contract

and work order, both of which will be submitted to the Board for consideration and approval. Proof of insurance from the selected Consultant that meets the requirements of the Agreement is required at the time of Board's approval of the selection.

The Authority reserves the right to delay scheduled dates if determined to be in the best interest of the Authority. Any changes, delays, or addenda related to this Request for SOQ will be posted online through the procurement interface on the Authority's website. **Consultants are responsible for reviewing the Authority's website for any changes, delays, addenda, and the Authority's responses to any questions timely submitted, as provided for below.**

SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes, 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. Consultant may not submit a bid if it is on the aforementioned lists or if the Consultant is participating in a boycott of Israel. By submitting a SOQ, Consultant certifies that it is not on the aforementioned lists.

PARTICIPATION IN E-VERIFY SYSTEM

In accordance with Section 448.095, Florida Statutes, beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify System to verify the work authorization status of all newly hired employees. By submitting a SOQ, Consultant certifies that it has registered for and will use the E-Verify System. Any contract awarded shall be terminated by the Authority if the Authority has a good faith belief that the successful Consultant has knowingly violated this requirement.

CONSULTANT SELECTION PROCESS

Consultant selection shall be in accordance with the Section 287.055, Florida Statutes, and Consultants' Competitive Negotiation Act, and Section 5.4 of the Authority's Procurement Policy (adopted December 5, 2018 or latest revision) ("Procurement Policy"). A copy of the Authority's standard professional services contract form is included in this information package. The professional services contract contains minimum insurance requirements that must be satisfied for the contract to be executed by the Authority. The contents of the SOQ of the successful Consultant will be incorporated into a written agreement in terms acceptable to the Authority at its absolute discretion. By submitting a SOQ, Consultant agrees to all the terms and conditions of this Request for SOQ and those included in the Authority's standard professional services contract. If Consultant desires to propose a change to a term or condition of this Request for SOQ or the Authority's standard professional services contract, Consultant must submit its request by submitting a question as provided for below.

After issuance of this Request for SOQ, prospective Consultants or their agents, representatives or persons acting at the request of such Consultant are prohibited from contacting members of the Authority's Board of Directors and Executive Director or any member of a selection or negotiation committee concerning this issue until after the final recommendation is presented to the Board of Directors for approval or when the solicitation has been canceled or terminated. Any questions concerning this Request for SOQ must be presented in writing via email to Ann Lee, Finance & Administration Manager, at ALee@regionalwater.org no later than 5:00 p.m. Eastern Standard Time on March 2, 2021.

STATEMENT OF QUALIFICATIONS MINIMUM REQUIREMENTS

The SOQ must include sufficient information to allow the Authority to evaluate the Consultant's experience and qualifications to perform the work. The SOQ must also include the project responsibilities, current workloads, and proposed involvement of key project personnel, as well as their education background and specific work experience.

Each SOQ must include the following:

1. Legal name, address, phone number and email of Consultant;
2. Principal office locations of submitting Consultant and any proposed partners/sub-consultants;
3. Legal form of company, i.e., partnership, corporation, joint venture, (if joint venture, identify the members);
4. Copy of Florida Professional Licenses as applicable (business and/or individual);
5. Qualifications and professional experience for Consultant's "Project Manager" who is proposed to serve as point of contact for any and all work assigned by the Authority;
6. Qualifications and professional experience of up to ten (10) other key personnel who will be assigned to conduct services listed within the Scope of Services, and if subconsultants/contractors are used, the subconsultant/contractor's firm and location of the office to which they are assigned;
7. Description and examples of projects completed by Consultant or subconsultants/contractors relating to the project service areas listed above, including budget and completion, or estimated (if ongoing) completion time information;
8. Description of Consultant's proposed project approach for the Project, including project management approach; communication and coordination strategy; and operational flexibility and continuity;
9. Current and projected workloads for proposed key staff during proposed project timeframe;
10. Disclosure of whether Consultant or subconsultants/contractors currently represents Charlotte, DeSoto, Manatee, and Sarasota counties, and the City of North Port (Customers), in any way;
11. Disclosure of any litigation Consultant or subconsultants/contractors is involved in against any of the Authority Customers (listed above), either directly or retained for testimony and expertise on behalf of any other entity in litigation against the Authority or any of its Customers;
12. List of three (3) clients that are Florida public entities the Authority can contact as references with respect to Consultant's work performance on projects similar to the

- Project; and
13. Required forms:
- Key Personnel Form (below);
 - Signed Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes (below); and
 - Reference Forms.

For minimum requirements Nos. 5 and 6, Consultant shall identify if the Project Manager or key personnel are a leased or contracted employee or employed with a subconsultant/contractor.

Costs shall not be submitted with the SOQ as fee schedules will be negotiated after the selection of the Consultant. Two or more Consultants may combine for the purpose of responding to this Request for SOQ providing that one Consultant is designated as the “Prime” Consultant and the other as a subconsultant and that the SOQ was made without collusion and is in all respects, fair and in good faith.

The SOQ shall be limited to no more than twenty (20) one-sided pages for all requested information described herein with the following exceptions: Required forms (listed in Item 13) above; front and back SOQ covers; transmittal letter; and section dividers are excluded from the total 20-page count. All pages shall be standardized 8 ½ x 11 inches in size, margins not less than 1-inch, standard black text and minimum 12-point font size. Use of color and/or larger font sizes for graphics or to differentiate headings is acceptable. Text within graphics must be a minimum of 10-point font.

Consultants desiring to provide these professional services to the Authority must submit six (6) paper copies (one (1) copy shall be unbound) and one (1) electronic PDF copy on a USB or portable drive of their SOQ in accordance with the requirements contained in the information package to:

Patrick J. Lehman, Executive Director
Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, Florida 34202
(941) 316-1776

A Consultant’s SOQ must be received no later than **2:00 p.m. Eastern Standard Time on March 12, 2021**. It is the Consultant’s responsibility to assure that its SOQ is delivered to the Authority prior to the above deadline. Late submittals will not be opened or considered. SOQs that are incomplete, conditional, obscure, or do not conform to the requirements contained in this Request for SOQ may be deemed nonresponsive at the sole option of the Authority. The Authority reserves the right to reject all responses and not grant any award resulting from this Request for SOQ. If awarded, no contract will be formed between the Consultant and the Authority until an agreement is executed by both parties.

Upon submittal of its SOQ, the Consultant agrees to be bound by all terms and conditions of the SOQ. Neither the Authority nor its representatives will be liable for any expenses incurred in

connection with preparation of a response to this Request for SOQ.

PROPOSAL EVALUATION CRITERIA

The following factors, with the weighting indicated, will be used to evaluate proposals:

<u>Criteria</u>	<u>Weighting</u>
1. Consultant (team) Competence/Qualifications	20 points
2. Consultant (team) Experience on Similar Projects	20 points
3. Project Manager Qualifications and Experience	40 points
4. Consultant staff resources availability	10 points
5. Consultant (team) past record on Authority Projects	5 points
6. <u>Office Proximity to Authority Service Area</u>	<u>5 points</u>
TOTAL	100 points

PROCUREMENT POLICY AND BID PROTESTS

Consultant is hereby placed on notice of the existence of the Procurement Policy, and is considered to be on constructive notice of all provisions contained therein. A copy is available at the Authority’s Administrative Office at 9415 Town Center Parkway, Lakewood Ranch, Florida 34202 and on the Authority’s website at www.regionalwater.org. The Authority shall post the intended decision or Board decision on the Authority’s website at www.regionalwater.org. Notwithstanding the Procurement Policy, disputes regarding the bidding process shall be resolved in accordance with section 120.57(3), Florida Statutes. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

KEY PERSONNEL
for
PROFESSIONAL SERVICES
FOR THE TREATMENT TRAINS 5 & 6 REHABILITATION PROJECT
CONSTRUCTION PHASE SERVICES

The Consultant's proposed Project Manager, project team, and key personnel are to be indicated below. Each person must be identified with their job classification, area of expertise, and work location. If Project Manager or key personnel are not employees of the Consultant, please also indicate within the Office Location column.

<u>Person's Name</u>	<u>Job Classification</u>	<u>Area of Expertise</u>	<u>Office Location</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
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SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

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

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid, proposal, reply, or contract for good or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a) A predecessor or successor of a person convicted of a public entity crime; OR
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

___ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

(Signature)

STATE OF _____

COUNTY OF _____

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

Notary Public
Name (Printed) _____

My commission expires _____.

(Printed typed or stamped Commissioned name of Notary Public)

TAB B
Negotiated Professional Services Contract, Scope and Fee

EXHIBIT A
(Consultant Scope of Services)

TREATMENT TRAINS 5 & 6 REHABILITATION PROJECT CONSTRUCTION PHASE SERVICES

Pursuant to the Agreement for Professional Services Related to the Treatment Trains 5 & 6 Rehabilitation Project Construction Phase Services (Agreement):

BACKGROUND

Under a previous scope of professional services, Black & Veatch Corporation worked with the Authority and developed construction documents (drawings and specifications) and provided bid phase support services for Treatment Trains 5 & 6 Rehabilitation Project at the Authority's Peace River Water Treatment Plant WTP in Arcadia, Florida. Bids for the Project were received on March 12, 2021 and subsequently Black & Veatch Corporation submitted a letter recommending the award of the construction contract to Poole & Kent Company of Florida (Contractor). The Authority intends to award the construction contract on March 31, 2021, and it is anticipated that construction will begin in late April 2021.

The Authority requested a Consultant Statement of Qualifications February 10, 2021 for the purpose of providing professional engineering services during construction of the Project. Black & Veatch Corporation (Consultant) was selected to provide these professional services.

Pursuant to Section 3 C. of the Agreement, Consultant's representative (Consultant Representative) will be Mike McGee, P.E. as stated in the Consultant's Statement of Qualifications submitted on March 12, 2021.

Pursuant to the Agreement this EXHIBIT A defines limited construction phase support services in support of the Treatment Trains 5 & 6 Rehabilitation Project to be performed by the Consultant.

SCOPE OF WORK

Task 1 – Project Management & Administration

Black & Veatch will provide overall management of the Project including contract administration, budget management, invoicing, monthly status reports, scheduling, and coordination with the Authority.

Black & Veatch will submit a monthly progress report, along with the monthly invoice, to the Authority summarizing progress to date and any specific project risks or issues.

Task 2 – Limited Construction Phase Services

Consultant will perform limited construction phase services (CPS) during construction and installation of the Treatment Trains 5 & 6 Rehabilitation Project. The construction scope of work, as defined in the design documents, includes all ancillary and appurtenant work connected with this Treatment Trains 5 &

6 WTP rehabilitation project. For a more detailed summary of the scope of construction work to be performed, refer to the bid documents of the Treatment Trains 5 & 6 Rehabilitation Project, dated January 2021, which are comprised of eighteen (18) drawings and which also include the associated specifications. It is assumed that the duration of these CPS will be for a 280-day construction contract time frame from NTP through Final Construction Completion.

By performing these services, Engineer shall not have authority or responsibility to supervise, direct, or control the Contractor's work or the Contractor's means, methods, techniques, sequences, or procedures of construction. Engineer shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work.

Limited construction phase services shall include the following:

- Consultant will produce electronic PDF of the conformed construction documents that will reflect drawings or specification changes identified from Addenda and will provide "Issued for Construction" documents (technical specifications and drawings) for the Contractor and the Authority.
- Prepare Agenda and Conduct Pre-Construction Meeting. It is assumed that two (2) Consultant Engineers will participate in this two-hour meeting that will be conducted at the PRF, and a third Consultant Engineer will also participate in this meeting in a virtual fashion. Consultant will prepare and distribute meeting minutes.
- Review of Contractor's construction schedule and Schedule of Values (SOV) submittals.
- Attend monthly construction progress meetings. This task assumes that one (1) Consultant Engineer will attend up to nine (9) construction progress meetings plus up to 2 equipment testing and startup/coordination meetings at the PRF.
- One engineering site visit will be performed shortly after Treatment Trains 5 & 6 are shutdown to assist the Contractor and the SCU equipment manufacturer in conducting preliminary inspections of SCU 5 and SCU 6 equipment.
- Review & respond to Contractor construction submittals, including review of O&M manuals. It is anticipated that submittals for filter valves and actuators will require fast-track review and approvals. It is assumed that Consultant will respond to up to 28 technical submittals during the course of construction.
- Review & respond to Contractor requests for information (RFI). It is assumed that Consultant will respond to up to 8 (eight) technical requests for information during the course of construction.
- Review of Contractor pay applications. It is assumed that a total of nine (9) pay applications will be reviewed and approved by Consultant.
- Review and assist in negotiation of change orders. The budget for this task assumes up to two (2) change orders. This budget also assumes up to six (6) Work Change Directives which are anticipated to be applied for additional owner-approved work that will be applied to the Owner's Allowance.

- Periodic observation of the work and on-call engineering site visits. This task assumes that up to twenty (20) engineering site visits will be performed at the PRF by the Consultant Engineer during the construction phase. Some of these on-call engineering site visits will include confirmation of concrete repair and coating quantities associated with the unit price work, as well as multiple anticipated engineering site visits to support the work associated with the filter underdrain repairs and filter floor leveling improvements that will be performed on 6 filter cells in Plant 3, as well as the installation of the filter valves and actuators and SCU equipment.
- Substantial and Final Completion Walkthroughs. It is assumed that two (2) Consultant Engineers will attend each of these walkthroughs at the PRF. Consultant will prepare and distribute punchlists.
- Preparation of Record Drawings based on Contractor-provided markups.
- System start-up assistance. This task assumes that up to two (2) engineering site visits will be performed by two (2) Consultant Engineers to assist the Authority in filter cell media and underdrain testing and startup as well as for startup of the new filter valves and actuators and filter PLC for Plant 3 filters.
- Project closeout, to include reviewing Contractor's closeout documents, liens, warranties, etc.

COMPENSATION

For completion of the above scope of services, the Authority will compensate Black & Veatch on a Time & Material (T/M) basis in the amount indicated in the table below and using the established rates in Exhibit B, attached. Black & Veatch's invoices will be submitted monthly.

Task	Basis	Compensation
Task 1 – Project Management & Administration	T/M	\$16,069
Task 2 – Limited Construction Phase Services	T/M	\$107,279
TASK 3 - OWNERS ALLOWANCE	T/M	20,000
Total	T/M	\$123,348

mc

SCHEDULE

Consultant services will commence within two weeks of Notice-to-Proceed.

Black & Veatch proposes to perform the services in this Work Order under the schedule outlined below. The schedule assumes a 280-day construction contract time-frame.

Task	Days after NTP
Task 1 – Project Management & Administration	310
Task 2 – Limited Construction Phase Services	310

**AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO THE
TREATMENT TRAINS 5 & 6 REHABILITATION PROJECT CONSTRUCTION
PHASE SERVICES**

The Agreement is made this ____ day of _____, 2021 (“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 Black & Veatch Corporation, hereinafter referred to as “Consultant”, whose address is 4415 Metro Parkway, Suite 200, Fort Myers, Florida, 33916.

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 the construction phase services for the Treatment Trains 5 & 6 Rehabilitation Project (Project); 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 engineering, architectural, surveying, materials testing, construction management and oversight, and any other professional services required as the successor engineer for the Project.
- D. "Project" – The Treatment Trains 5 & 6 Rehabilitation Project, which will, at a minimum, result in complete and successful emptying, cleaning, concrete restoration and protective coating application for six (6) multimedia filters, two (2) solid contact units, and other ancillary concrete chambers and spaces, rehabilitation of the rake drive and rapid mixer drives in the solid contact units. It will include the rebuilding of the six (6) multi-media filters with all new filtration media and associated stainless steel underdrain repairs and the removal and replacement of fifty-six (56) filter control valves and actuators.

- E. “Scope of Services” – The Professional Services to be provided by the Consultant, which includes specific tasks and duties as included in Exhibit “A” to be conducted by Consultant within a pre-determined timeframe for a specified fee related to the development and completion of the Project, which includes data collection, studies, analysis, interpretation, design, meetings and other such efforts required to complete the Project.
- 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.

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 subconsultants/contractors must be with equal or more qualified persons, and must be approved by the Authority before a new member works on a Project.

SECTION 3. SCOPE OF SERVICES AND THE CONSULTANT’S RESPONSIBILITY

Consultant shall complete the Scope of Services (Exhibit “A”), which includes the Project’s objective, Professional Services tasks, staffing, performance schedule, and estimated costs. Consultant shall proceed and furnish the Scope of Services upon authorization by the Authority.

Any modification to the Scope of Services must be approved in writing by the Authority. In addition to the Professional Services set forth in the Scope of Services, 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 Scope of Services.
- 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 Scope of Services 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 Scope of Services.
- D. Consultant shall secure all licenses or permits required by law for the completion of the Scope of Services 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 the Scope of Services. 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 the Scope of Services, 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 Scope of Services. The Executive Director shall have complete authority to authorize changes to the Scope of Services; 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 the Scope of Services, 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 in the Scope of Services upon receipt of a Notice to Proceed and shall satisfactorily complete such services for the Scope of Services within the established schedule.

SECTION 6. COMPENSATION

The Authority agrees to pay the Consultant for services performed in accordance with the Local Government Prompt Payment Act, Part VII, Florida Statutes, upon receipt of a proper invoice and as follows:

- A. Compensation shall be established based on the Fee Schedule (Exhibit "B") and tasks included in the Scope of Services (Exhibit "A"). Final payment will be subject to successful completion of the Scope of Services in accordance with the terms of this Agreement. The Fee Schedule in Exhibit "B" may be adjusted based 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 the Scope of Services. All invoices shall be on a calendar month basis. Invoices must be submitted to the Executive Director by the 20th day of the month for services completed the previous month. Payment shall be made in accordance with paragraph A from the date when it is stamped as received by the Authority unless payment is not approved by the Executive Director pursuant to paragraph D. All invoices shall be accompanied by a report identifying the nature and progress of the services performed and in a format approved by the Executive Director.
- D. The Authority reserves the right to withhold payment to Consultant for failure to perform services in accordance with the provisions of the Agreement and the Authority shall promptly notify Consultant if any invoice or report is found to be unacceptable and will specify the reasons therefore.
- E. Consultant shall have the right to suspend services under the Agreement if an invoice becomes delinquent. "Delinquent" shall be defined as an invoice not being paid within sixty (60) days from receipt thereof by the Authority. Consultant's right to suspend services does not become effective if the Authority has withheld payment of an invoice for cause.
- F. Disputes regarding a monthly invoice and/or report shall be resolved pursuant to Section 218.76(2), Florida Statutes, as may be amended.
- G. The Authority may, in addition to other remedies available at law or equity, retain such monies from amounts due 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 2021 Statement of Qualifications and any documents and presentations provided to the PSEC and/or Authority Board of Directors,
- B. Scope of Services, attached hereto as Exhibit "A",
- C. Fee Schedule, attached hereto as Exhibit "B",
- D. Authority Resolution 2018-01 *Resolution Establishing Per Diem and Travel Expenses*, (or latest revision) attached hereto as Exhibit "C",
- E. Certificate of Insurance, attached hereto as Exhibit "D", and
- F. Any written amendments, modifications, or addenda to the Agreement.

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 Exhibit "C", 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 and Scope of Services 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 the Scope of Services 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 Scope of Services.

- 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/or such other documents that are required by Florida Law to be endorsed and are prepared by Consultant in connection with the Project or Scope of Services 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 or Scope of Services 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 or Scope of Services. 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 Scope of Services, Consultant agrees to provide the Authority with copies of any additional materials in its

possession resulting from the performance of the Scope of Services 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 Scope of Services 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.

- L. **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 the Scope of Services 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 provided for within the Scope of Services 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 the Scope of Services, 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 the Scope of Services 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 the Scope of Services 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 the Scope of Services 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 the Scope of Services by the Authority, and amendments to the Scope of Services, 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 Scope of Services

("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 Scope of Services 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 Scope of Services 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 the Scope of Services 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 subcontractors.

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.

F. 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 discretion. Consultant shall be solely responsible for the employment, direction, supervision, compensation, and control of any and all subconsultants/contractors, 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 law as their services affect the Authority. Consultant shall not permit any subconsultant/contractor, supplier or other person or organization to perform services unless such subconsultant/contractor, 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, subconsultants/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 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. Such insurance policies shall include or be endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance, which might be applicable to any loss, the insurance required of Consultant shall be considered primary, and all other insurance shall be considered excess. The cross liability clause does not increase the limits of liability or aggregate limits of the policy.
- F. Deductible and self-insured retention amounts shall be subject to approval by the Authority, which approval shall not be unreasonably withheld. Consultant is responsible for the amount of any deductibles or self-insured retentions.
- G. Approval of the insurance by the Authority shall not relieve or decrease the liability of Consultant hereunder. Consultant acknowledges and agrees the Authority does not in any way represent the insurance (or the limits of insurance) specified in this Section 14 is sufficient or adequate to protect Consultant's interests or liabilities, but are merely minimums.
- H. All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage

afforded will not be cancelled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the Authority and Consultant by certified mail. Consultant shall give notice to the Authority within twenty-four (24) hours of any oral or written notice of adverse change, non-renewal, or cancellation. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

- I. All insurance required hereunder shall remain in full force and effect until final payment and at all times thereafter when Consultant may be observing the correction, removal, or replacement of defective work.
- J. Professional liability insurance shall continue in force until the end of the fifth (5th) calendar year following the calendar year in which the Agreement is terminated. The current professional liability insurance policy, if not renewed, shall provide for an extended reporting period on the existing policy through said fifth (5th) calendar year.
- K. Consultant shall, upon request by the Authority, deliver to the Authority a copy of each insurance policy purchased by Consultant.
- L. All policies, except for workers' compensation and professional liability, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of subrogation against the Authority, its consultants, directors, officers, employees, representatives, or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Consultant or Consultant's insurance carriers.
- 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. This indemnification shall survive the termination of this Agreement and shall be binding on the Consultant and its successors or assignees.

SECTION 16. TERM OF AGREEMENT

The term of this Agreement is for the duration of the Project or a period of three (3) 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/SURVIVAL

- A. 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 the Scope of Services, 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.

B. In the event the Agreement should be terminated by Authority or Consultant, the duties and obligations of Consultant 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/Survival;
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 Fees.

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 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 or Scope of Services price 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 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, 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. 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: Black & Veatch Corporation
4415 Metro Parkway, Suite 200
Fort Myers, Florida 33916
Attention: Andrew Westfall, Project Director

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. PARTICIPATION IN E-VERIFY SYSTEM

Consultant and its subconsultants/contractors warrant compliance with all federal immigration laws and regulations that relate to their employees. Consultant agrees and acknowledges that the Authority is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions thereof apply to this Agreement.

Notwithstanding the provisions of SECTION 17., TERMINATION OF AGREEMENT BY THE AUTHORITY/SURVIVAL, or SECTION 18., DEFAULT/REMEDIES herein, if the Authority has a good faith belief that Consultant or its subconsultants/contractors have knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Authority shall terminate this Agreement. Consultant shall be liable for any additional costs incurred by the Authority as a result of the termination of this Agreement based on the failure of Consultant or its subconsultants/contractors to comply with the E-Verify requirements referenced herein.

EXHIBIT A
(Scope of Services)

Exhibit B
Consultant Fee Schedule

The following table indicates the Consultant's fee schedule for the initial year of the contract following execution. Rates are subject to annual adjustment in accordance with the terms of the Agreement. Actual titles and categories may be subject to change if tasks assigned under the agreement require personnel categories other than those listed.

Classification	Billing Rate
Staff Engineer 1	\$115
Staff Engineer 2	\$130
Staff Engineer 3	\$145
Project Engineer 1	\$160
Project Engineer 2	\$175
Senior Engineer 1	\$195
Senior Engineer 2	\$210
Engineering Manager	\$205
Senior Engineering Manager	\$225
Architect	\$173
Senior Architect	\$213
Hydrogeologist 1	\$138
Hydrogeologist 2	\$192
Senior Hydrogeologist	\$270
Cost Estimator/Scheduler	\$194
Senior Cost Estimator/Scheduler	\$247
Operations Specialist	\$159
Senior Operations Specialist	\$231
Resident Inspector 1	\$216
Resident Inspector 2	\$180
Construction Manager	\$216
Technician/Graphics 1	\$108
Technician/Graphics 2	\$123
Senior Technician/Graphics	\$138
Senior Designer	\$159
Clerical	\$90
Administrative Assistant	\$105
Project Accountant	\$105
Project Controls	\$139
Project Manager	\$210
Senior Project Manager	\$246
Project Director	\$285
Technical Specialist	\$225
Senior Technical Specialist	\$245
Technical Expert	\$265
Senior Technical Expert	\$285

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.

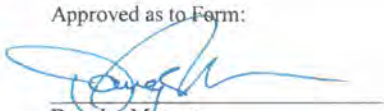
Attest:


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)

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
March 31, 2021

CONSENT AGENDA
ITEM 7

Property Insurance Renewal for Authority Facilities

Recommended Action -

Motion to renew Peace River Facility Property Insurance with Starr Tech/ACE for an annual premium of \$336,157 for the upcoming year (April 30, 2021 thru April 30, 2022).

The Authority's property insurance expires on April 30, 2021. Bids were received from firms for property insurance for the upcoming year. The Authority's independent insurance consultant, Brown & Brown - Public Risk Insurance Agency, reviewed the quotes and recommends renewal with the incumbent, Starr Tech/ACE with the currently in place named windstorm limits of \$60 million.

The premium for the recommended 12-month policy (April 30, 2021 thru April 30, 2022) is \$336,157. The 12-month policy premium reflects a 15.1% rate increase as well as a 2.7% increase attributed to the \$3.2 million of increased insured value. The rate increase of 15.1% over the previous year's premium is primarily due to the continued response of the property insurance market to above average losses and unprofitable underwriting results.

Funds are available in the FY 2021 budget for property insurance. Staff recommends approval of the property insurance renewal with Starr Tech/ACE for an annual premium of \$336,157 for the term of April 30, 2021 thru April 30, 2022.

Budget Action: No action needed.

Attachments:

- Tab A Recommendation Letter from Brown & Brown
- Tab B Property Quote Renewal Comparison
- Tab C Property Proposal 4/30/21 to 4/30/22
- Tab D Property Statement of Values

TAB A
Recommendation Letter from Brown & Brown



PUBLIC RISK INSURANCE ADVISORS

Public Risk Insurance Advisors
P.O. Box 2416, Daytona Beach, FL 32115
300 N. Beach Street, Daytona Beach, FL 32114
P: (386) 252-6176 | F: (386) 239-4049

bbpria.com

Ms. Ann Lee, MBA, CGFO
Finance/Administration Manager
Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, FL 34202

February 25, 2021

Dear Ann:

PRIA conducted the annual marketing/bid process for Peace River MWSA's Property insurance to be effective 4/30/2021-22. This insurance covers approximately \$121.2 million of assets owned by PRMWSA, subject to policy sublimits, terms and conditions. We have added \$3.2 million of limits for additional contents of the Training Facility and metal roofing/screening for the filter bays. These additions increased the overall values by 2.71%.

The international property re/insurance marketplace continues to respond to above-average losses and unprofitable underwriting results. Property rates continue to increase in 2021, even for portfolios without recent loss activity. Results of our request for quotations are as follows:

EXPIRING - EFFECTIVE 3/1/20 to 4/30/2021 (14 month)*

\$285,334 - Starr Tech/Ace American Annualized Premium (specialty utility insurer)

**Above premium is Annualized; expiring policy period/premium was extended to 14 months.*

RENEWAL OPTIONS - TO BE EFFECTIVE 3/1/20-21*

\$336,157 - Starr Tech/Ace American \$60M Named Windstorm limit (17.81% increase)

\$308,748 - Starr Tech/Ace American \$25M Named Windstorm limit (8.21% increase)

\$344,631 - Open Market indication for \$25M loss limit (24% increase)

Despite a 15% rate increase, Starr Tech remains the best value for the 2021-2022 policy period. We are pleased to continue to offer policy terms and conditions per expiring from this specialty utility insurer, including enhancements not available from other insurers:

- Favorable deductibles for Named Windstorm (3% Per Unit/\$100k Minimum) and Flood (\$50,000 Per Occurrence)
- Coverage for on-premises underground pipes and pipelines
- Sublimit for Water Transmission Lines covering the 4-county region vs. on premises only
- Coverage for spillway, equipment and tower at Reservoir #2
- Professional Engineering Services and Report
- Admitted in the State of Florida VS. Non-Admitted for Open Market options.

Note most insurers are adding Communicable Disease Exclusions to address pandemic exposures. A Communicable Disease Exclusion will be added to the 2021-22 policy.

Recommendation: Renew with Starr Tech/Ace American property program to maintain the broadest coverage and overall best value.

Sincerely,

Michelle

Michelle Y. Martin, CIC
Sr. Vice President, Public Risk Advisor

TAB B
Property Quote Renewal Comparison

Peace River Manasota Regional Water Supply Authority
Property Quote Comparison
To Be Effective 3/1/2020-21

Important Terms	Expiring Annual Term	Expiring Extended Term	Incumbent - Coverage Per Expiring	Incumbent - Reduced Limit Option	Indication I	Indication II
	Starr Tech - Ace American 3/1/2020-3/1/2021 Terms	Starr Tech - Ace American 3/1/2020-4/30/2021 Terms	Starr Tech - Ace American ANNUAL 4/30/2021-4/30/2022	Starr Tech - Ace American ANNUAL 4/30/2021-4/30/2022	Open Market Support* for 4/30/2021-4/30/2022	Open Market Support* for 4/30/2021-4/30/2022
PROPERTY	Annual Policy	14 Month Policy	Annual Policy	Annual Policy	\$25M Windstorm limit Indication via Layered Open Market Program	\$10M Windstorm limit Indication via Layered Open Market Program
Premium at inception	\$ 276,500	\$ 322,676	\$ 326,590	\$ 299,200	\$ 339,381	\$ 242,415
Certified Terrorism	\$ 3,535	\$ 4,125	\$ 4,197	\$ 4,180	\$ 5,000	\$ 5,000
Non-Certified Terrorism	\$ 395	\$ 461	\$ 466	\$ 464	Included Above - Separate Placement	Included Above - Separate Placement
Estimated Surcharges	\$ 4	\$ 4	\$ 4	\$ 4	\$ 250	\$ 250
Policy Engineering Fee	\$ 4,900	\$ 4,900	\$ 4,900	\$ 4,900	Not Available	Not Available
Total Annualized Cost	\$ 285,334	\$ 332,166	\$ 336,157	\$ 308,748	\$ 344,631	\$ 247,665
COST Difference from Expiring/Renewal	\$ 37,948 15.34%	n/a - See Annual Comparison	\$ 50,823 17.81%	\$ 23,414 8.21%	\$ 59,297 23.97%	\$ (37,669) -13.20%
				\$ (27,409)	Open Market terms can be confirmed with further negotiation	Open Market terms can be confirmed with further negotiation
Property Deductibles						
"All Other Perils"	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Contractors/Mobile Equipment	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 50,000	\$ 50,000
Named Windstorm or Wind/Hail	Named Windstorm 3% TIV of the units of insurance damaged; \$100,000 per Occurrence Minimum	Named Windstorm 3% TIV of the units of insurance damaged; \$100,000 per Occurrence Minimum	Named Windstorm 3% TIV of the units of insurance damaged; \$100,000 per Occurrence Minimum	Named Windstorm 3% TIV of the units of insurance damaged; \$250,000 per Occurrence Minimum	Named Windstorm 3%, subject to \$250,000 minimum per Occurrence	Named Windstorm 3%, subject to \$250,000 minimum per Occurrence
Flood (non A and V zones)	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 250,000	\$ 250,000
BI, EE, Off Premises Power	120 Hours	120 Hours	120 Hours	120 Hours	\$ 50,000	\$ 50,000
Limits						
Building & Contents	\$ 116,007,478	\$ 116,007,478	\$ 119,207,478	\$ 119,207,478	\$ 25,000,000	\$ 25,000,000
Business Income	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	TBD	TBD
Extra Expense	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	TBD	TBD
Total Insured Values (TIV)	\$ 118,007,478	\$ 118,007,478	\$ 121,207,478	\$ 121,207,478	\$ 121,207,478	\$ 121,207,478
TIV Difference From Expiring			\$ 3,200,000 2.71%	\$ 3,200,000 2.71%	(TIV calculated differently, used same TIV for comparison purposes)	(TIV calculated differently, used same TIV for comparison purposes)
Coverage Extensions/Sublimits						
All Other Perils, Except:	\$ 118,007,478	\$ 118,007,478	\$ 121,207,478	\$ 121,207,478	\$ 25,000,000	\$ 10,000,000
Named Windstorm	\$ 60,000,000	\$ 60,000,000	\$ 60,000,000	\$ 25,000,000	\$ 25,000,000	\$ 10,000,000
Named Windstorm Definition	Flood/Storm Surge are "Flood"	Flood/Storm Surge are "Flood"	Flood/Storm Surge are "Flood"	Flood/Storm Surge are "Flood"	TBD	TBD
Location Definition	Per Unit/Process Scheduled	Per Unit/Process Scheduled	Per Unit/Process Scheduled	Per Unit/Process Scheduled	TBD	TBD
Flood (Non A and V Zones) - Aggregate	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000	TBD	TBD
Earthquake - Aggregate	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000	TBD	TBD
Sinkhole - Aggregate	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000	TBD	TBD
Boiler and Machinery					TBD	TBD
Time Element Loss Payment	Actual Loss Sustained	Actual Loss Sustained	Actual Loss Sustained	Actual Loss Sustained	TBD	TBD
Building/Contents Loss Payment	Replacement Cost/ACV 2.5 years	Replacement Cost/ACV 2.5 years	Replacement Cost/ACV 2.5 years	Replacement Cost/ACV 2.5 years	TBD	TBD
Building/Contents Loss Valuation	Blanket	Blanket	Blanket	Blanket	TBD	TBD
Certified Terrorism	Included if Purchased	Included if Purchased	Included if Purchased	Included if Purchased	TBD	TBD
Non-Certified Terrorism	Included if Purchased	Included if Purchased	Included if Purchased	Included if Purchased	TBD	TBD
Accounts Receivable	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	TBD	TBD
Owned Water Transmission Lines	\$ 5,580,457	\$ 5,580,457	\$ 5,580,457	\$ 5,580,457	TBD	TBD
	Locations throughout DeSoto, Manatee, Sarasota & Charlotte County, FL	Locations throughout DeSoto, Manatee, Sarasota & Charlotte County, FL	Locations throughout DeSoto, Manatee, Sarasota & Charlotte County, FL	Locations throughout DeSoto, Manatee, Sarasota & Charlotte County, FL	Coverage likely not available.	Coverage likely not available.
Subaqueous Line Above Water Air Relief Valves (Charlotte Harbor, Punta Gorda, FL)	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	Coverage likely not available.	Coverage likely not available.
Increased Cost of Construction & Demolition	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	TBD	TBD
Debris Removal	\$ 1,500,000 - or 25% of the loss	\$ 1,500,000 - or 25% of the loss	\$ 1,500,000 - or 25% of the loss	\$ 1,500,000 - or 25% of the loss	TBD	TBD
Contractor's / Mobile Equipment	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	TBD	TBD
EDP	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	TBD	TBD
Expediting Expense	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	TBD	TBD
Transit	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	TBD	TBD
Valuable Papers	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	TBD	TBD

** \$5 million Reservoir Value (In/Outlet Tower, Ancillary Spillway, Electric & ADAS components only)

Excess and surplus lines Insurers were approached but none provided quotes due to: 1) no significant advantage in terms, and 2) incumbent is admitted in the State of Florida, precluding binding with non-admitted insurers.

TAB C
Property Proposal 4/30/21-4/30/22



PUBLIC RISK INSURANCE ADVISORS

PART OF THE
BROWN & BROWN TEAM

PROPERTY INSURANCE PROPOSAL PREPARED FOR

Peace River Manasota Regional Water Supply Authority

April 30, 2021 to April 30, 2022

PRESENTED BY:
Michelle Martin, Public Risk Advisor
February 25, 2021

P.O. Box 2416 | Daytona Beach, FL
32115

Phone: 386.252.6176 | Fax:
386.239.4049

www.bbpria.com



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Our Story

Public Risk Insurance Advisors (PRIA) is a proud member of the Brown & Brown family – an 80-year-old, publicly traded, Florida corporation currently ranked as the 6th largest insurance brokerage in the United States of America. Our Brown & Brown family is now more than 10,000 teammates, spanning from London to Los Angeles. Through our collaborative efforts, we design, place, and service more than \$20 Billion in annual insurance products. We passionately undertake these efforts on behalf of our clients – ranging from individuals and small businesses, to state governments and Fortune 500 companies.

The PRIA team is a highly-specialized unit of insurance advisors 100% trained to deliver industry-leading services to public entities in the State of Florida. Since 1992, we have continuously refined that specialization and enhanced our services, while becoming the largest public entity brokerage in Florida. Our team provides Property & Casualty and Employee Benefits services to governments from Key West to the Panhandle and represents more than 250 clients.

We have proven over nearly three decades of service to local governments that we are a highly sophisticated and accountable team of insurance professionals, laser-focused on providing both world-class brokerage services and concierge-level support to our clients. We have built our reputation by empowering our governmental clients to outperform their industry peers, lower their cost of risk, and enhance their employee benefits programs - all while staying within their annual budgetary constraints. Our team is committed to serve those who serve the public – and provide superior service to our clients, their staff, and their employees.

An Introduction to Your Service Team

Account Executives

Matt Montgomery Executive Vice President	(386) 239-7245	mmontgomery@bbpria.com
Robin Russell, ARM-P, CISR, CSRM Director of Operations	(386) 239-4044	rrussell@bbpria.com
Paul Dawson, ARM-P Senior Vice President / Public Risk Advisor	(386) 239-4045	pdawson@bbpria.com
Michelle Martin, CIC Vice President / Public Risk Advisor	(386) 239-4047	mmartin@bbpria.com
Brian Cottrell, CIC, CRM Vice President / Public Risk Advisor	(386) 239-4060	bcottrell@bbpria.com
Kyle Stoekel, ARM-P, CIC Public Risk Advisor	(386) 944-5805	kstoekel@bbpria.com
Michelle Perry, CIC, CRM Public Risk Advisor	(386) 333-6047	mperry@bbpria.com
Victoria "Tori" Reedy Executive Coordinator	(386) 239-4043	vreedy@bbpria.com

Service Representatives

Brittany O'Brien, CIC, CRM Risk Management Department Leader	(386) 239-8823	bobrien@bbpria.com
Melody Blake, ACSR Public Risk Specialist	(386) 239-4050	mblake@bbpria.com
Patricia "Trish" Jenkins, CPSR Public Risk Specialist	(386) 239-4042	pjenkins@bbpria.com
Danielle Coggon, CISR Public Risk Specialist	(386) 239-4048	dcoggon@bbpria.com
Christina Carter, CIC, CRM Public Risk Specialist	(386) 333-6069	ccarter@bbpria.com

Our Service Team philosophy focuses on accountability at all levels of account management. Our goal is not simply to meet your service needs, but to exceed them. All the employees at PRIA are dedicated to achieving this goal and distinguishing ourselves from the competition.

PRMWSA Property Insurance Quotes/Marketing Results

PRIA accessed 3 specialty insurers and the open surplus lines market to provide bids/quotes for the Authority’s Property renewal.

INSURER	STATUS/RESPONSE:
Starr Tech/ACE	Incumbent – Quoted 17.81% increase at \$336,157 premium, including 2.71% value increase with same conditions as expiring with a \$60,000,000 Named Windstorm limit. Option provided for \$25,000,000 Named Windstorm limit for a \$27,409 savings.
Glatfelter	Declined - Not a market for coastal property, cannot compete with pricing, deductibles, and specific coverages. (Liability insurer)
Preferred/PGIT	Declined to Quote (Indication in 2020 was just under \$400,000 premium including Terrorism).
Various Non-Admitted Open Markets	\$344,631 Indication for \$25,000,000 Named Windstorm Limit.

Note: In 2020, the annual anniversary/renewal date was extended to 4/30 (14-month policy). This year’s proposal is for an annual term to be effective 4/30/2021-4/30/2022. Premium comparisons are annual.

Insurance Market Conditions

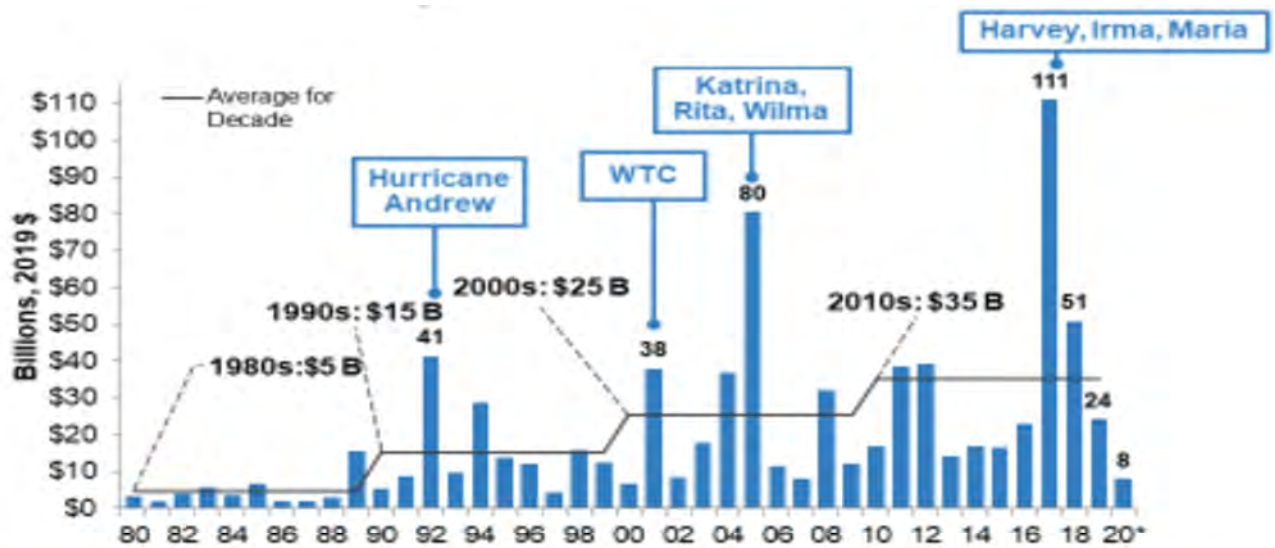
Following a long, soft market from 2006-2017 and many years of significant rate decreases, the market faced increasing claims with decreased premium and therefore less profitability. Following three consecutive years of major hurricane damage from 2016-2018, rate increases began in 2017 impacting Florida and the catastrophic-exposed property market.

As illustrated below, 2018, was the third worst year for US insured catastrophe losses since 1980.

Although Florida fared fairly well in 2019, the US experienced 14 separate billion-dollar disasters.

Insured catastrophic property losses for 2020 are estimated at \$83B worldwide, and \$35B for the US only in the 1st 3 Quarters.

US Inflation-Adjusted catastrophe losses from 1980 through partial 2020 are analyzed below:



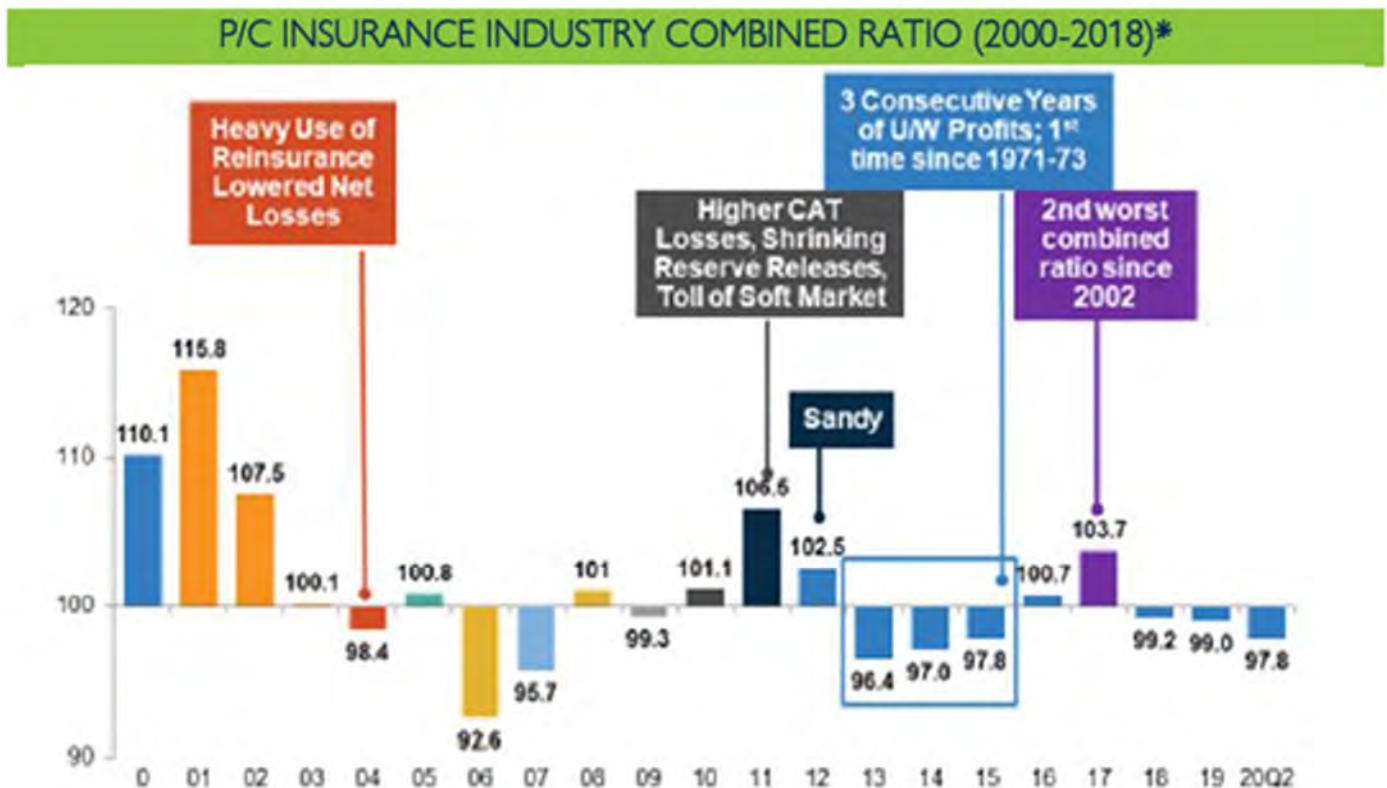
2019 was a relatively mild year; 2020 faces pandemic, above-average hurricane forecast

*See estimate through April 2019 is average of 2018 to 2019. All losses are Direct. Sources: Property Claims Service, a Verisk Analytics business; Act, Insurance Information Institute

Industry Combined Ratios 2000 – Q2 2020

Combined Ratio = Insurers’ losses + expenses compared to premiums. A combined ratio of under 100% is indicative of underwriting profit. (Un)Profitability drives financial markets.

Projected annual 2020 Combined Ratio = 102%



Note: These combined ratios include all lines for personal, small and mid-sized businesses as well as large accounts. Stripping out personal auto and small business would make Large Account P&C results look much worse. Insurance company executive leadership teams are focused on improving large account profitability which is at least partially driving the hardening market conditions.

*Excludes mortgage and financial guaranty insurers 2008-2014; source: A.M. Best; ISO, a Verisk Analytics® Business; NAIC data from S&P Global Intelligence; I.I.I.

Industry Financial Results through Q3 2020



Statistics from ISO/APCI.org Report released 2/2021. Full report available on request.

Impact of COVID-19

Unanticipated business interruption and other claim payments, related claims litigation against insurers, unknown future claim activity, and unknown economic impacts have added to the uncertainty of profitability for insurers in 2021.

Ongoing litigation concerning applicability of insurance to COVID-related losses has produced significant additional costs for insurers. Case law and state-level legislation will continue. Legislation is predominately focused to provide protections to businesses and local governments from lawsuits.

Communicable Disease Exclusions have been or will be added to most insurance policies and lines of coverage.

In addition, the “Pandemic Risk Insurance Act of 2020” or PRIA is currently making its way through Congress to provide a federal reinsurance/backstop to future pandemic losses. PRIA is designed similarly to the Terrorist Risk Insurance Act, or TRIA, which was enacted following the terrorist events of 9/11/2001. PRIA could cover 95% of losses excess of a \$250 million attachment point.

Utilities Property

Term: April 30, 2021 to April 30, 2022

Company: ACE American Insurance Company
(Rated A++ XV by A.M. Best)

Starr Tech Participation: 100%

Form: Anniversary endorsement to the in-force Starr Tech benchmark policy form #EUTN14339085 plus endorsements listed under Additional Terms and Conditions

Coverage: All Risk of direct physical loss or damage, covering Property Damage, Business Interruption, Extra Expense, and Boiler & Machinery

Values (per schedule on file)	
\$119,207,478	Property Damage
\$1,000,000	Business Interruption
\$1,000,000	Extra Expense
\$121,207,478	Total Insured Value

Policy Limit of Liability	
\$121,207,478	Any One Occurrence

Valuation

This company's liability for loss under this policy for real and personal property (excluding stock) shall not exceed the smallest of the following amounts:

1. The amount of this policy.
2. The replacement cost of property or any part thereof, identical with property described herein, at the same location and intended for the same occupancy and use;
3. The amount actually and necessarily expended in repairing or replacing the property described herein, or any part thereof, at the same location, or another location, and intended for the same occupancy and use.
4. Actual Cash Value if the property is not repaired or replaced within 2 years.

Time Element Coverages: Actual Loss Sustained

Utilities Property

Sublimits	
Sub-limits are per occurrence unless shown otherwise. The sub-limits below are part of and not in addition to the Policy Limit of Liability. Sub-limits are 100% and are subject to Starr Tech percentage participation.	
\$60,000,000	Named Windstorm
\$10,000,000	Earthquake, Annual Aggregate
\$10,000,000	Sinkhole, Annual Aggregate, except:
No Coverage	California Earthquake/Earth Movement
\$5,000,000	Flood, Annual Aggregate (Includes Storm Surge)
\$1,000,000	Flood (100 Year Flood Zones), Annual Aggregate
\$60,000,000	Named Windstorm
\$250,000	Accounts Receivable
\$2,500,000	Automatic Coverage
\$1,000,000	Business Interruption
\$500,000	Contractor's Equipment
\$1,500,000 or 25% of the loss, whichever is greater	Debris Removal
\$1,500,000	EDP Equipment & Media
\$250,000	Expediting Expense
\$1,000,000	Extra Expense
\$500,000	Fine Arts
\$1,000,000	Increased Cost of Construction, Demolition
\$50,000	Off Premises Foam & Firefighting Expense
\$100,000	Off Premises Power
\$100,000	Pollution Real & Personal, Annual Aggregate
\$5,580,457	PRMWSA Owned Water Transmission Lines (various locations as their interest may appear throughout Desoto, Manatee, Sarasota & Charlotte County, FL)
\$250,000	Subaqueous Line Above Water Air Relief Values (Charlotte Harbor, Punta Gorda, FL)
\$100,000	Temporary removal of property
\$100,000	Transit
\$500,000	Unnamed locations
\$1,000,000	Valuable papers

Utilities Property

Boiler & Machinery Endorsement	
\$100,000	Ammonia Contamination (B&M), Any One Accident
\$1,000,000	Business Interruption (B&M), Any One Accident
\$100,000	Consequential Damage (B&M), Any One Accident
\$100,000	Expediting Expenses (B&M), Any One Accident
\$1,000,000	Extra Expense (B&M), Any One Accident
\$100,000	Hazardous Substances (B&M), Any One Accident
\$100,000	Water Damage (B&M), Any One Accident

Deductibles:

All deductibles listed below are per occurrence except with respect to coverage provided for Boiler & Machinery which shall be any One Accident.

Property Damage: \$50,000 except

Contractor’s Equipment: \$25,000

Flood (100-year flood zone): 3% of the Property Damage Total Insurable Value of the units of insurance damaged in the Occurrence, subject to a minimum of \$100,000

Wind (Named Storms): 3% of the Property Damage Total Insurable Value of the units of insurance damaged in the Occurrence, subject to a minimum of \$100,000

Time Element (including but limited to):

Business Interruption: 120 hours per occurrence

Extra Expense: 120 hours per occurrence

Off Premises Power: 120 hours per occurrence

As respects real and personal property, all claims for loss, damage or expense arising out of any one occurrence shall be adjusted as on claim and from the amount of each such adjusted claim there shall be deducted the sum stated on the Declaration Page. Deductibles for Property Damage and Time Element shall be applied separately.

Utilities Property

Additional Terms and Conditions, include but are not limited to:

1. Coverages and/or Extensions of Coverage not specifically mentioned, even though they may be outlined in your submission, are not included.
2. Premium to be paid in full within 30 days of inception.
3. Business Interruption coverage shall only apply to the 8998 SW County Road 769 scheduled main water treatment location.
4. 72 Hour Occurrence Definition applies to Wind, Flood, Earthquake and Riot.
5. Electrical transmission and distribution lines located beyond 1,000 feet from any Insured's locations are excluded.
6. Concrete reservoirs and underground pipes and pipelines are covered at Locations covered by this policy.
7. For purposes of the deductibles, a unit of insurance is considered to be each separate building and/or process unit and/or structure as listed on the Statement of Values on file with the Company.
8. Signed Terrorism election forms to be received within 30 days of effective date.
9. Signed Statement of Property Values to be provided within 30 days of effective date.
10. The following endorsements/Additional Endorsements will attach to and form part of the form:
 - a. Anniversary Renewal Endorsement
 - b. Terrorism Endorsement/Exclusions (if coverage accepted/rejected)
 - c. **Exclusion of Loss Due to Virus, Bacteria or Microorganism that Induce Physical Distress, Illness or Disease – AGP-53329a (04/20)**

**EXCLUSION OF LOSS DUE TO VIRUS, BACTERIA OR MICROORGANISM
THAT INDUCE PHYSICAL DISTRESS, ILLNESS OR DISEASE**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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 pollutants or contaminants.

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.

Utilities Property Option (Reduced Limits)

<u>Term:</u>	April 30, 2021 to April 30, 2022
<u>Company:</u>	ACE American Insurance Company (Rated A++ XV by A.M. Best)
<u>Starr Tech Participation:</u>	100%
<u>Form:</u>	Anniversary endorsement to the in-force Starr Tech benchmark policy form #EUTN14339085 plus endorsements listed under Additional Terms and Conditions
<u>Coverage:</u>	All Risk of direct physical loss or damage, covering Property Damage, Business Interruption, Extra Expense, and Boiler & Machinery

Values (per schedule on file)	
\$119,207,478	Property Damage
\$1,000,000	Business Interruption
\$1,000,000	Extra Expense
\$121,207,478	Total Insured Value

Policy Limit of Liability	
\$121,207,478	Any One Occurrence

Valuation

This company's liability for loss under this policy for real and personal property (excluding stock) shall not exceed the smallest of the following amounts:

5. The amount of this policy.
6. The replacement cost of property or any part thereof, identical with property described herein, at the same location and intended for the same occupancy and use;
7. The amount actually and necessarily expended in repairing or replacing the property described herein, or any part thereof, at the same location, or another location, and intended for the same occupancy and use.
8. Actual Cash Value if the property is not repaired or replaced within 2 years.

Time Element Coverages: Actual Loss Sustained

Utilities Property Option (Reduced Limits)

Sublimits	
Sub-limits are per occurrence unless shown otherwise. The sub-limits below are part of and not in addition to the Policy Limit of Liability. Sub-limits are 100% and are subject to Starr Tech percentage participation.	
\$25,000,000	Named Windstorm
\$10,000,000	Earthquake, Annual Aggregate
\$10,000,000	Sinkhole, Annual Aggregate, except:
No Coverage	California Earthquake/Earth Movement
\$5,000,000	Flood, Annual Aggregate (Includes Storm Surge)
\$1,000,000	Flood (100 Year Flood Zones), Annual Aggregate
\$25,000,000	Named Windstorm
\$250,000	Accounts Receivable
\$2,500,000	Automatic Coverage
\$1,000,000	Business Interruption
\$500,000	Contractor's Equipment
\$1,500,000 or 25% of the loss, whichever is greater	Debris Removal
\$1,500,000	EDP Equipment & Media
\$250,000	Expediting Expense
\$1,000,000	Extra Expense
\$500,000	Fine Arts
\$1,000,000	Increased Cost of Construction, Demolition
\$50,000	Off Premises Foam & Firefighting Expense
\$100,000	Off Premises Power
\$100,000	Pollution Real & Personal, Annual Aggregate
\$5,580,457	PRMWSA Owned Water Transmission Lines (various locations as their interest may appear throughout Desoto, Manatee, Sarasota & Charlotte County, FL)
\$250,000	Subaqueous Line Above Water Air Relief Values (Charlotte Harbor, Punta Gorda, FL)
\$100,000	Temporary removal of property
\$100,000	Transit
\$500,000	Unnamed locations
\$1,000,000	Valuable papers

**Utilities Property
Option (Reduced Limits)**

Boiler & Machinery Endorsement	
\$100,000	Ammonia Contamination (B&M), Any One Accident
\$1,000,000	Business Interruption (B&M), Any One Accident
\$100,000	Consequential Damage (B&M), Any One Accident
\$100,000	Expediting Expenses (B&M), Any One Accident
\$1,000,000	Extra Expense (B&M), Any One Accident
\$100,000	Hazardous Substances (B&M), Any One Accident
\$100,000	Water Damage (B&M), Any One Accident

Deductibles:

All deductibles listed below are per occurrence except with respect to coverage provided for Boiler & Machinery which shall be any One Accident.

Property Damage: \$50,000 except

Contractor's Equipment: \$25,000

Flood (100-year flood zone): 3% of the Property Damage Total Insurable Value of the units of insurance damaged in the Occurrence, subject to a minimum of \$250,000

Wind (Named Storms): 3% of the Property Damage Total Insurable Value of the units of insurance damaged in the Occurrence, subject to a minimum of \$250,000

Time Element (including but limited to):

Business Interruption: 120 hours per occurrence

Extra Expense: 120 hours per occurrence

Off Premises Power: 120 hours per occurrence

As respects real and personal property, all claims for loss, damage or expense arising out of any one occurrence shall be adjusted as on claim and from the amount of each such adjusted claim there shall be deducted the sum stated on the Declaration Page. Deductibles for Property Damage and Time Element shall be applied separately.

Utilities Property Option

Additional Terms and Conditions, include but are not limited to:

11. Coverages and/or Extensions of Coverage not specifically mentioned, even though they may be outlined in your submission, are not included.
12. Premium to be paid in full within 30 days of inception.
13. Business Interruption coverage shall only apply to the 8998 SW County Road 769 scheduled main water treatment location.
14. 72 Hour Occurrence Definition applies to Wind, Flood, Earthquake and Riot.
15. Electrical transmission and distribution lines located beyond 1,000 feet from any Insured's locations are excluded.
16. Concrete reservoirs and underground pipes and pipelines are covered at Locations covered by this policy.
17. For purposes of the deductibles, a unit of insurance is considered to be each separate building and/or process unit and/or structure as listed on the Statement of Values on file with the Company.
18. Signed Terrorism election forms to be received within 30 days of effective date.
19. Signed Statement of Property Values to be provided within 30 days of effective date.
20. The following endorsements/Additional Endorsements will attach to and form part of the form:
 - a. Anniversary Renewal Endorsement
 - b. Terrorism Endorsement/Exclusions (if coverage accepted/rejected)
 - c. **Exclusion of Loss Due to Virus, Bacteria or Microorganism that Induce Physical Distress, Illness or Disease – AGP-53329a (04/20) - NEW:**

**EXCLUSION OF LOSS DUE TO VIRUS, BACTERIA OR MICROORGANISM
THAT INDUCE PHYSICAL DISTRESS, ILLNESS OR DISEASE**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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 pollutants or contaminants.

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.

Premium Recapitulation

	<u>Annual Premium</u>	<u>Check Option</u>	
		<u>Accept</u>	<u>Reject</u>
<u>Starr Tech Utility Property</u>			
Premium	\$326,590.00		
Engineering Fee	\$4,900.00		
Florida State Surcharge	\$4.00		
Total Premium	\$331,494.00	<input type="checkbox"/>	<input type="checkbox"/>
<i>Optional - Certified Terrorism</i>	\$4,197.00	<input type="checkbox"/>	<input type="checkbox"/>
<i>Optional - Non-Certified Terrorism</i>	\$466.00	<input type="checkbox"/>	<input type="checkbox"/>
 Option			
Premium	\$299,200.00		
Engineering Fee	\$4,900.00		
Florida State Surcharge	\$4.00		
Total Premium	\$304,104.00	<input type="checkbox"/>	<input type="checkbox"/>
<i>Optional - Certified Terrorism</i>	\$4,180.00	<input type="checkbox"/>	<input type="checkbox"/>
<i>Optional - Non-Certified Terrorism</i>	\$464.00	<input type="checkbox"/>	<input type="checkbox"/>

I authorize PRIA to request the underwriters to bind coverage on the items indicated above and acknowledge receipt of the Compensation and Financial Condition Disclosure(s) provided in this proposal.

(Signature)

(Name & Title)

(Date)



Notes of Importance:

1. Quotes provided in the proposal are valid until 04/30/2021. After this date terms and conditions are subject to change by the underwriters.
2. Premiums are subject to change if all lines of coverage quoted are not bound. **Premiums are subject to 25% minimum premium upon binding.**
3. Not all coverages requested may be provided in this quotation.
4. Flood quotes from NFIP may be available. Please advise your agent if you have property located in zones A or V and would like to have separate NFIP quotes.
5. Property values are based on information supplied by you. You should have reviewed your property schedule and as you deem necessary have appraisals done to verify your reported values are accurate based on current market conditions.
6. **The total premium is due within 30 days of inception. Premium financing can be arranged if needed.**
7. Quote is not bound until written orders to bind are received from the insured and the Company subsequently accepts the risk.
8. Should signed application reveal differing details/data than original application received, the entire quote/binder is subject to revision and possible retraction.
9. Higher limits of liability may be available. Please consult with your agent.
10. This proposal is based upon exposures to loss made known to the Public Risk Insurance Advisors. Any changes in exposures (i.e. new operations, new acquisitions of property or change in liability exposure) need to be promptly reported to us in order that proper coverage may be put into place.
11. **This proposal is intended to give a brief overview. Please refer to coverage agreements for complete information regarding definition of terms, deductibles, sub-limits, restrictions and exclusions that may apply. In the event of any differences, the policy will prevail.**

Retail 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., 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.

If an intermediary is utilized in the placement of coverage, the intermediary may or may not be owned in whole or part by Brown & Brown, Inc. or its subsidiaries. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to: underwriting; loss control; risk placement; coverage review; claims coordination with insurance company; and policy issuance. Compensation paid for those services is derived from your premium payment, which may on average be 15% of the premium you pay for coverage, and may include additional fees charged by the intermediary.

Questions and Information Requests. Should you have any questions, or require additional information, please contact this office at (386) 252-6176 or, if you prefer, submit your question or request online at <http://www.bbinsurance.com/customerinquiry/>.

Guide to Bests Ratings		
Best Category	Rating	Description
Secure	A++	Superior
Secure	A+	Superior
Secure	A	Excellent
Secure	A-	Excellent
Secure	B++	Very Good
Secure	B+	Very Good
Vulnerable	B	Fair
Vulnerable	B-	Fair
Vulnerable	C++	Marginal
Vulnerable	C+	Marginal
Vulnerable	C	Weak
Vulnerable	C-	Weak
Vulnerable	D	Poor
Vulnerable	E	Under Regulatory Supervision
Vulnerable	F	In Liquidation
Vulnerable	S	Rating Suspended
Not Rated	NR-1	Insufficient Data
Not Rated	NR-2	Insufficient Size and/or operating experience
Not Rated	NR-3	Rating Procedure Inapplicable
Not Rated	NR-4	Company Request
Not Rated	NR-5	Not Formally Followed
Rating Modifier	u	Under Review
Rating Modifier	q	Qualified
Affiliation Code	g	Group
Affiliation Code	p	Pooled
Affiliation Code	r	Reinsured

Guide to Best's Financial Size Categories		
Reflects size of insurance company based on their capital, surplus and conditional reserve funds in U.S. dollars.	I	Less than \$1,000,000
	II	\$1,000,000 - \$2,000,000
	III	\$2,000,000 - \$5,000,000
	IV	\$5,000,000 - \$10,000,000
	V	\$10,000,000 - \$25,000,000
	VI	\$25,000,000 - \$50,000,000
	VII	\$50,000,000 - \$100,000,000
	VIII	\$100,000,000 - \$250,000,000
	IX	\$250,000,000 - \$500,000,000
	X	\$500,000,000 - \$750,000,000
	XI	\$750,000,000 - \$1,000,000,000
	XII	\$1,000,000,000 - \$1,250,000,000
	XIII	\$1,250,000,000 - \$1,500,000,000
	XIV	\$1,500,000,000 - \$2,000,000,000
	XV	Greater than \$2,000,000,000

Public Risk Insurance Advisors always strives to place your coverage with highly secure insurance companies. We cannot, however, guarantee the financial stability of any carrier.

TAB D
Property Statement of Values

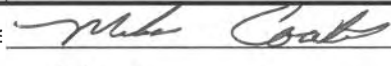
PROPERTY - STATEMENT OF VALUES (SOV)

Covered Party:	Peace River Manasota Regional Water Supply Authority
Renewal Date:	4/30/21 to 4/3/22
Date Completed:	

Unit Number	DEPARTMENT	Description of Occupancy	ADDRESS Line 1	City	State	Zip	County	Year Built	Square Feet	# of Stories	Sprinkler %	Flood Zone	Building Replacement Value	Contents Replacement Value	TOTALS BY UNIT/LOCATION	Construction Type
001	120 / TP 1	Activated carbon storage tank, mixers, pumps, motors	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	1980		1		X	\$ 134,959	\$ 43,897	\$ 178,856	251 - Pump/Lift Station
002	25 / TP 1&2	Chlorine contact basin	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	1980		1		X	\$ 55,671	\$ -	\$ 55,671	223 - On Ground Liquid Storage Tank
004	30 / TP 1-6	Filters and filler equipment	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	1980		2		X	\$ 3,504,441	\$ 200,000	\$ 3,704,441	223 - On Ground Liquid Storage Tank
006	190	Maintenance Building with #1 and 2 generators and Swgr	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	1980		1		X	\$ 835,462	\$ 1,500,000	\$ 2,335,462	111 - MNC
008	5 / River Pump Station	Intake structure and pumps	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	1980		1		X	\$ 1,351,218	\$ 1,282,580	\$ 2,633,798	251 - Pump/Lift Station
010	20 / TP 2	Solid contact unit #1 concrete and mech. Equip.	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	1980		1		X	\$ 427,371	\$ 198,154	\$ 625,525	223 - On Ground Liquid Storage Tank
011	20 / TP 2	Solid contact unit #2, updated in REP	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	1980		1		X	\$ 461,432	\$ 198,154	\$ 659,586	223 - On Ground Liquid Storage Tank
012	SRHSPS	Operations bldg.	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	1980		2		X	\$ 1,178,644	\$ 2,585,000	\$ 3,763,644	111 - MNC
013		Spare parts storage bldg.	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	1980		1		X	\$ 80,333	\$ 77,120	\$ 157,452	152 - NC
014	35 / TP 1	Motor control bldg.	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	1980		1		X	\$ 15,745	\$ 107,111	\$ 122,856	111 - MNC
017	45 / GST #1	2MG Tank	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	1980				X	\$ 1,250,000	\$ -	\$ 1,250,000	223 - On Ground Liquid Storage Tank
018	10	Surface reservoir pump station	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	1980		1		X	\$ 1,127,017	\$ -	\$ 1,127,017	251 - Pump/Lift Station
019	10 / Elec Equipment	Surface reservoir pumps	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	1980				X	\$ -	\$ 2,209,150	\$ 2,209,150	251 - Pump/Lift Station
020	10	Air Compressor & Bubble Aerator	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	1987				X	\$ 42,844	\$ 500,000	\$ 542,844	251 - Pump/Lift Station
021	15	Pentagon splitter box	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	1988				X	\$ 117,246	\$ -	\$ 117,246	111 - MNC
023	35 / TP 2	Transfer pump station concrete structure and transfer pumps	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	1980				X	\$ 78,726	\$ 537,052	\$ 615,778	251 - Pump/Lift Station
026	51 WF #1	ASR wells	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	1983				X	\$ 4,386,175	\$ -	\$ 4,386,175	251 - Pump/Lift Station
028	190 MWSSG 1&2	23 KV overhead power line, poles and transformers & Main Switchgear	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	1995				X	\$ 1,224,120	\$ -	\$ 1,224,120	243 - Electrical Equipment
029	45 / GST #2	2 MG storage tank #2	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	1996				X	\$ 1,250,000	\$ -	\$ 1,250,000	223 - On Ground Liquid Storage Tank
032		Maintenance Office	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2003		1		X	\$ 80,333	\$ 21,422	\$ 101,755	152 - NC
033	15 / TP 1&2	PAC Contact Tanks	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2002		2		X	\$ 566,829	\$ 319,189	\$ 886,018	223 - On Ground Liquid Storage Tank
034	20 / TP 2	Rapid Mix/Sed Basins	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2002		2		X	\$ 2,672,193	\$ 1,026,119	\$ 3,698,311	223 - On Ground Liquid Storage Tank
035	30 / 7-12	Filters	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2002		2		X	\$ 1,527,289	\$ 1,499,547	\$ 3,026,836	223 - On Ground Liquid Storage Tank
036	35 / TP 2	MCC Transfer PS Building	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2002		2		X	\$ 33,740	\$ 398,451	\$ 432,191	251 - Pump/Lift Station
037	45 / GST #3	2MG Storage Tank #3	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2002		2		X	\$ 1,250,000	\$ -	\$ 1,250,000	223 - On Ground Liquid Storage Tank
038	51 WF #2	12 ASR Wells	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2002				X	\$ 136,084	\$ 1,842,301	\$ 1,978,385	251 - Pump/Lift Station
039	100 / TP 1&2	TP1 Trib Sampling Bldg	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2002		1		X	\$ 64,266	\$ 74,250	\$ 138,516	152 - NC
040	110	Polymer/Compressor Bldg	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2002		1		X	\$ 127,087	\$ 325,000	\$ 452,087	152 - NC
042	TP 2	Maintenance Shop	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2002		1		X	\$ 224,932	\$ 100,000	\$ 324,932	152 - NC
043	80 / TP	Sludge Thickener #1	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2002		2		X	\$ 337,398	\$ 356,678	\$ 694,076	223 - On Ground Liquid Storage Tank
044	125 / TP 2	PAC Storage Tank	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2002		2		X	\$ 112,466	\$ 96,399	\$ 208,865	223 - On Ground Liquid Storage Tank
045		Yard Piping and Water Transmission Lines throughout Desoto, Manatee, Sarasota, Charlotte Counties	Various Locations		FL							X	\$ 5,580,457	\$ -	\$ 5,580,457	228 - Pipelines at
046		Portable building	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2000	320	1		X	\$ -	\$ 10,000	\$ 10,000	191 - Mobile Office
047	Administration	OWNED Administrative Office including Tenant Space	9415-9423 Town Center Parkway	Lakewood Ranch	FL	34202	Manatee	1999	11,886	1	No	X	\$ 2,125,000	\$ 267,776	\$ 2,392,776	119 - JM
048	Proj Pr-Hwy 17	Metal Building 50'x40'	State Rd 17	Arcadia	FL	34269	De Soto	2007	2000	1		X	\$ 124,248	\$ -	\$ 124,248	152 - NC
049	Proj Pr-Hwy 17	Well Pump and Meter	State Rd 17	Arcadia	FL	34269	De Soto	2007				X	\$ 37,489	\$ -	\$ 37,489	251 - Pump/Lift Station
050	Proj Pr-Hwy 17	Transfer Pumps Assoc Piping	State Rd 17	Arcadia	FL	34269	De Soto	2007				X	\$ 123,177	\$ -	\$ 123,177	251 - Pump/Lift Station
051	4	SCADA (2) Incl Cameras and Monitors	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2006				X	\$ -	\$ 750,000	\$ 750,000	243 - Electrical Equipment
052	191	Reservoir Generator & Switchgear	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2009				X	\$ -	\$ 634,912	\$ 634,912	244 - Mechanical Equipment
053	20 / TP 3 &4	Solid Contact Units	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2009				X	\$ 6,940,160	\$ 3,800,535	\$ 10,740,694	223 - On Ground Liquid Storage Tank
054	30 / TP 3 &4	Filters 30-46, Transfer Pump Station #3 &4	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2009				X	\$ 5,970,322	\$ 5,006,753	\$ 10,977,075	251 - Pump/Lift Station
055	35 TP 3&4	Electrical Building	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2009				X	\$ 113,002	\$ 592,235	\$ 705,237	111 - MNC
056	45	2MG Storage Tank # 4	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2009				X	\$ 1,250,000	\$ -	\$ 1,250,000	223 - On Ground Liquid Storage Tank
057	45	2MG Storage Tank # 5	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2009				X	\$ 1,250,000	\$ -	\$ 1,250,000	223 - On Ground Liquid Storage Tank
058	45	2MG Storage Tank # 6	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2009				X	\$ 1,250,000	\$ -	\$ 1,250,000	223 - On Ground Liquid Storage Tank
059	62	HS Pump Station-North Regional	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2009				X	\$ 572,129	\$ 2,988,000	\$ 3,560,129	251 - Pump/Lift Station
060	80	Sludge Thickener #2	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2009				X	\$ 337,398	\$ 356,678	\$ 694,076	223 - On Ground Liquid Storage Tank
061	90	Sludge Dewatering Building	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2009				X	\$ 990,645	\$ 1,175,394	\$ 2,166,039	223 - On Ground Liquid Storage Tank
062	97	Recycle Pump Station Electrical Building	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2009				X	\$ 108,182	\$ 812,521	\$ 920,702	251 - Pump/Lift Station
063	100-110	Alum/ Polymer Building	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2009				X	\$ 1,272,599	\$ 1,698,244	\$ 2,970,843	111 - MNC
064	97	Recycle Pumping Station	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2009				X	\$ 763,591	\$ 314,431	\$ 1,078,021	251 - Pump/Lift Station
065	125	Powder Activated Carbon Building #2	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2009				X	\$ 1,515,399	\$ 1,200,000	\$ 2,715,399	111 - MNC
066	145	Chlorine/Caustic & Ammonia Bldg	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2009				X	\$ 1,861,422	\$ 2,300,000	\$ 4,161,422	111 - MNC
067	190	Fuel Tanks & System-3 Above Ground	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2009				X	\$ 46,058	\$ 400,752	\$ 446,810	223 - On Ground Liquid Storage Tank
068	190	Maintenance building with #3 & 4 Generators and Swgr.	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2009				X	\$ 34,490	\$ 1,500,000	\$ 1,534,490	244 - Mechanical Equipment
069	7	Reservoir #2	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2009				X	\$ -	\$ 5,355,525	\$ 5,355,525	223 - On Ground Liquid Storage Tank
070	PH 3A	Building with Emergency Generator and pump station	Carlton WTP, 1255 Mabry Carlton	Venice	FL	34292	Sarasota	2011				X	\$ 404,467	\$ 494,017	\$ 898,484	243 - Electrical Equipment
072	PH 3A	5MG Storage Tank #7	Carlton WTP, 1255 Mabry Carlton	Venice	FL	34292	Sarasota	2011				X	\$ 2,592,074	\$ -	\$ 2,592,074	223 - On Ground Liquid Storage Tank
073	PH 3A	5MG Storage Tank #8	Carlton WTP, 1255 Mabry Carlton	Venice	FL	34292	Sarasota	2011				X	\$ 2,592,074	\$ -	\$ 2,592,074	223 - On Ground Liquid Storage Tank

PROPERTY - STATEMENT OF VALUES (SOV)

Covered Party:	Peace River Manasota Regional Water Supply Authority
Renewal Date:	4/30/21 to 4/3/22
Date Completed:	

Unit Number	DEPARTMENT	Description of Occupancy	ADDRESS Line 1	City	State	Zip	County	Year Built	Square Feet	# of Stories	Sprinkler %	Flood Zone	Building Replacement Value	Contents Replacement Value	TOTALS BY UNIT/LOCATION	Construction Type	
074	PH 3A	Electrical Building	Carlton WTP, 1255 Mabry Carlton	Venice	FL	34292	Sarasota	2011				X	\$ 61,206	\$ 494,028	\$ 555,234	111 - MNC	
075	PH 3A	Pump Station	Carlton WTP, 1255 Mabry Carlton	Venice	FL	34292	Sarasota	2011				X	\$ 112,211	\$ 1,008,297	\$ 1,120,508	251 - Pump/Lift Station	
077	PH1A	Chemical Structure	27589 Disston Ave	Punta Gorda	FL	33982	Charlotte	2013				X	\$ 15,150	\$ 149,480	\$ 164,630	152 - NC	
078	PH1A	Ground Storage Tank - 500,000 gal	27589 Disston Ave	Punta Gorda	FL	33982	Charlotte	2013				X	\$ 500,355	\$ -	\$ 500,355	223 - On Ground Liquid Storage Tank	
079	PH1A	Subaqueous Line Above Water Air Relief Valves	Charlotte Harbor	Punta Gorda	FL		Charlotte	2013				X	\$ 250,000	\$ -	\$ 250,000		
080		Water Quality Training Facility Addition to Operations Bldg	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2015	5602	2	100	X	\$ 2,049,000	\$ 700,000	\$ 2,749,000	111 - MNC	
81		Maintenance Building (Office)	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2020	4161	1	0	A	\$ 1,714,000	\$ 50,000	\$ 1,764,000	Concrete masonry units (CMU) with metal trusses. Construction type II-B.	
82		Maintenance Warehouse	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2020	7320	1	0	A	\$ 1,340,000	\$ 100,000	\$ 1,440,000	Pre-engineered metal building (PEMB) with partial CMU wall and metal wall panels. Construction type II-B	
83		Covers on Filtration Units	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2021					\$ 3,000,000	\$ 0	\$ 3,000,000	metal roofing/screening over the tops of filter bays	
													Total Building/Contents:	\$ 71,550,325	\$ 47,657,153	\$ 119,207,478	
													Blanket Time Element:			\$ 2,000,000	
													Ace Limit of Liability:			\$ 121,207,478	
SIGNATURE 																	
DATE: 12-21-2020																	

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY BOARD OF DIRECTORS MEETING

March 31, 2021

CONSENT AGENDA

ITEM 8

ASR Monitor Wells Sampling and Purge Water Modifications Project

Recommended Action -

Motion to approve and authorize Executive Director to execute a work order with Progressive Water Resources for the installation of ASR system monitor wells sampling and purge water modifications for an amount not to exceed \$126,484.

The Peace River Facility ASR System Operations Permit includes a total of 24 monitor wells used to monitor the changes in aquifer water quality and water levels over time during the recharge, storage and recovery of the ASR production wells. Water quality sampling protocol requires these wells to be pumped or flowed for a certain amount of time to enable collection of a representative water sample from the aquifer. That monitor well purge water from this process has historically been discharged to the ground. After a recent FDEP inspection of the ASR system, the FDEP notified the Authority that monitor well discharge on the ground must cease. Purge water would need to be discharged into the reservoir system, a sanitary sewer, or otherwise collected and disposed of in an approved manner.

In response to this directive, staff developed a program that will involve installation of low-volume electric pumps on small diameter tubing set deep in the wells which will allow collection of representative water samples without requiring the purge of large quantities of water. Resulting small volumes of purge water will be collected in totes in the field sampling truck and emptied into the reservoir system. Existing pumps in any monitor well so equipped will be removed as part of this new program. The FDEP has approved of the proposed new sampling process and they have also authorized reducing the number of monitor wells requiring water quality sampling from 24 to 17.

Staff recommends approval of a work order to Progressive Water Resources LLC under the continuing professional services contract for the installation of the new ASR system monitor wells sampling/purge water system for an amount not to exceed \$126,484 which includes a \$10,000 owner's allowance for any unforeseen conditions with approval of the Executive Director. Funding for the project will be from R&R.

Budget Action: No action required.

Attachments:

Progressive Water Resources Installation of ASR Monitor Wells Purge Water Modifications Proposal



Progressive Water Resources
Integrated Water Resource Consultants

6561 Palmer Park Circle Suite D Sarasota, Florida 34238 (941) 552-5657

Agreement for General Hydrologic Services ASR Monitoring Wells Purge Water Project

Client: PRMRWSA
Attn: Daniel Roberts
8998 SW County Road 769
Arcadia, FL 34269

Date: March 18, 2021
Project Name: Installation of ASR Monitor Well Purge Mods

Project Description/Location:

The Peace River Manasota Regional Water Supply Authority (Authority or OWNER) has requested Progressive Water Resources, LLC (PWR or CONSULTANT) provide a Scope of Services for the proposed installation of ASR Monitoring Well Purge Water Mods. In general, the project entails removal of existing submersible pumps on twelve (12) monitor wells and removal and replacement of existing above-ground wellhead infrastructure on seventeen (17) monitor wells. Seventeen (17) new 2-inch diameter submersible pumps with flexible polyethylene suction and discharge tubing will then be installed along with new 1-inch diameter PVC stilling tubes used for installing existing water level monitoring probes.

PWR will perform oversight and supervision of the CONTRACTOR (Mudd's Power and Pumps) that will perform the work-related efforts outlined below.

Scope of Services:

Task 1- Demolition of Existing Infrastructure

- A. CONTRACTOR will remove and disassemble twelve (12) existing monitor well submersible pumps and associated drop-pipes, wiring, safety cables, etc. and transport the removed pumping equipment to an onsite location stipulated by the OWNER.
- B. CONTRACTOR will remove existing water level probes (transducers) and provide to the OWNER.
- C. CONTRACTOR will remove all existing water level probe PVC stilling tubes and will be transported and stored at an onsite location stipulated by the OWNER.
- D. CONTRACTOR will remove aboveground piping and associated infrastructure from seventeen (17) existing monitor well risers that occurs above the respective monitor well base flanges (where present), including existing discharge piping, sample taps, butterfly/gate valves, etc., as directed by the OWNER. All aboveground monitor well infrastructure that is removed will be transported and stored at an onsite location stipulated by the OWNER.

Task 2- Installation of New Wellhead Risers and Submersible Pumps

- A. CONTRACTOR will assemble and install new PVC wellhead risers supplied by the OWNER (6-inch or 12-inch double flanged spool pieces as applicable) on seventeen (17) monitor wells. All existing stainless-steel bolts, washers and nuts will be reused to attach the PVC wellhead risers. If new hardware is required, it will be

provided by the OWNER. New “red” gaskets shall be installed where required and be provided by CONTRACTOR.

- B. CONTRACTOR will modify and assemble (modify) blind flange wellhead caps for seventeen (17) monitor wells as required to accommodate reinstallation monitor well infrastructure as directed by the OWNER.
- C. CONTRACTOR will install new, 2-inch diameter submersible pumps with safety cables and flexible polyethylene suction and discharge tubing supplied by the OWNER in seventeen (17) monitor wells. All new submersible pumps provided by the OWNER will be installed at 100 feet below the top of the new blind flange wellhead caps. Suction tubing and weights will extend below the submersible pumps to the top of the monitor well collection zone, i.e., bottom of monitor well casing. It is anticipated that the lengths of the intake tubing will vary based on monitor well construction.
- D. CONTRACTOR will provide and install 60 feet of new 1-inch diameter, bell-end, PVC stilling tube for subsequent reinstallation of water level probes for seventeen (17) monitor wells.
- E. Contractor will install fittings, pressure gages, air release valves, etc. supplied by the OWNER to the blind flange wellhead caps for seventeen (17) monitor wells.

Task 3- Atypical Wellhead Conditions and Related Work Efforts

- A. Monitor well T-2 is 4-inches in diameter and will require the CONTRACTOR to install a reducer coupling to accommodate the new 6-inch diameter PVC flange and wellhead riser. Reducer coupling and hardware will be provided by the OWNER.
- B. Monitor Well M-8 is 12-inches in diameter and will require the CONTRACTOR to install a reducer coupling(s) to accommodate the new 6-inch diameter PVC flange and wellhead riser. CONTRACTOR will also have to create a wooden form and place concrete around the well head casing from ground level to new spool piece. Reducer coupling(s) and hardware will be provided by the OWNER.

A generalized summary of work efforts per monitor well is provided in the table below.

Summary Table of Efforts Included in the Scope of Services

Monitor Well	Installation of Wellhead Riser "Spool Piece"	Wellhead Riser (Spool Piece) Length	Removal of Existing Submersible Pump/Infrastructure	Installation of New Submersible Pump	4 in. to 6 in. Reducer Coupling	12 in. to 6 in. 6" Reducer Coupling(s)
I-7	1	12 inches		1		
I-8	1	12 inches	1	1		
M-2	1	N/A		1		
M-7	1	12 inches		1		
M-8	1	Custom	1	1		1
M-11	1	12 inches	1	1		
M-14	1	12 inches	1	1		
M-15	1	12 inches	1	1		
M-17	1	12 inches	1	1		
M-18	1	12 inches	1	1		
M-19	1	12 inches	1	1		
M-20	1	12 inches	1	1		
M-21	1	12 inches	1	1		
T-2	1	Custom		1	1	
T-7	1	12 inches		1		
T-8	1	12 inches	1	1		
T-11	1	12 inches	1	1		
TOTALS	17		12	17	1	1

Schedule

Work is estimated to take no more than 34 days to complete and will be initiated within 5-days of project approval and issuance of purchase order. Work will be completed by May 31, 2021.

Deliverables

All seventeen (17) monitor wells will be modified by the CONTRACTOR as described above. Upon completion of field efforts, PWR will provide a typical well schematic indicating the generalized configuration of the newly installed wellheads and submersible pumps. A detailed summary table will also be provided with per well specifications.

Fee Agreement:

Installation of ASR Monitor Well Purge Mods efforts will be provided on a not to exceed Time and Materials basis for a total of **\$126,484**, to be invoiced monthly on a time and materials basis and will not be exceeded without the OWNER'S prior authorization. Given the nature of the proposed work efforts a \$10,000 Owner's allowance has been included and is only accessible following prior written approval from the Authority. The quoted Time and Materials fee is based upon the best information available to PWR as of the date this Scope was written, and based on professional experience and judgment of planned activities that should be undertaken to support the

tasks outlined herein. This fee included in this agreement is valid within 30 days of the date of the Scope of Services.

Cost Summary Breakdown

Work efforts assume a maximum of 34 days (average of 2-days for each of the 17 monitor wells) to complete Tasks 1, 2, and 3.

Task 1. CONTRACTOR daily rate of \$2,200 per 8-hour day x 34 days	= \$74,800.00
Task 2. PWR daily rate of \$920 (assumes \$115 per hour, per 8-hour day including travel) x 34 days	= \$31,280.00
Task 3. Wellhead modifications (fabrications), PVC stilling tubes, etc., \$500 x 17 wells	= \$8,500.00
Task 4. PWR Mileage: 100 miles per day x 34 days @ \$0.56/mile	= \$1,904.00
Owner's Allowance	= \$10,000.00
Total Estimated Time and Materials Cost	= \$126,484.00

Assumptions:

- CONTRACTOR will contract directly with PWR and shall be responsible for completion of their contracted work activities and deliverables, respectively.
- CONTRACTOR will maintain full responsibility for a safe working environment. Any damage caused by their actions or equipment is solely the CONTRACTOR's responsibility.
- All fittings, equipment, valves, air releases, pressure gages, etc. needed above the wellhead riser cap will be purchased and provided by the OWNER.
- If conditions warrant additional monitor well casing modifications beyond that envisioned by this Scope, then Additional Services will be required, but will not be performed without the Authority's approval.
- OWNER will furnish all parts and hardware necessary to complete work efforts with the exception of the 1-inch PVC stilling tubes.

Services Not Included/Additional Services:

- Any services not specifically identified within this Scope are not part of this Agreement and will be considered Additional Services. However, Additional Services can be provided at a fee to be determined if deemed necessary and approved by the Client.

This Work Order agreement contains our understanding and expectations regarding this project.

_____ Signature	_____ Date	_____ Signature	_____ Date
<u>David J. Brown, P.G.</u> Name/Title		_____ Name/Title (please print)	
<u>Progressive Water Resources, LLC</u> Legal Entity Name		_____ Legal Entity Name	

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
March 31, 2021

CONSENT AGENDA
ITEM 9

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: March 31, 2021

Equipment Type	Description	Condition	Asset Tag
Vehicle	GMC Dump Truck	Poor	2-0347
Vehicle	Sterling Dump Truck	Poor	2-0346
Laptop	Dell Precision Mobile 7710	Good Working Condition (No Hard Drive)	2-0476
Desktop	Optiplex	Good Working Condition (No Hard Drive)	2-0370
Desktop	Optiplex 3020	Good Working Condition (No Hard Drive)	n/a
Phones	25 Toshiba IP Series Phones	Good Working Condition	n/a
Phones	16 Intertel 8520 Phones	Good Working Condition	n/a
Phones	Intertel AXCESS Phone COnrol System	Good Working Condition	n/a

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
March 31, 2021**

**CONSENT AGENDA
ITEM 10**

**U.S. Environmental Protection Agency's Local Government Advisory Committee
Letter of Recommendation for Ken Doherty**

Recommended Action -

Motion to authorize Chairman Maio to execute letter of recommendation supporting the nomination of Commissioner Ken Doherty for appointment to the U.S. Environmental Protection Agency's Local Government Advisory Committee.

The U.S. Environmental Protection Agency issued a Request for Nominations for appointment to the agency's Local Government Advisory Committee (LGAC). The LGAC provides advice and recommendations on a broad range of issues related to the EPA's shared goals of promoting and protecting public health and the environment. Commissioner Ken Doherty of Charlotte County, and Authority Board Member from 2017 -2020, is being nominated for the LGAC and a letter of recommendation executed on behalf of the Authority Board supporting the nomination would be beneficial to the region.

Attachments:

Notice for Request for Nominations

comments should be submitted using the methods in **ADDRESSES**, and must be received by EPA on or before the closing date. These comments will become part of the docket for the pesticides included in the Tables in Unit IV. Comments received after the close of the comment period will be marked “late.” EPA is not required to consider these late comments.

The Agency will carefully consider all comments received by the closing date and may provide a “Response to Comments Memorandum” in the docket. The interim registration review decision will explain the effect that any comments had on the interim decision and provide the Agency’s response to significant comments.

Background on the registration review program is provided at: <http://www.epa.gov/pesticide-reevaluation>.

Authority: 7 U.S.C. 136 *et seq.*

Dated: January 6, 2021.

Anita Pease,

Director, Antimicrobials Division, Office of Pesticide Programs.

[FR Doc. 2021-04563 Filed 3-4-21; 8:45 am]

BILLING CODE 6560-50-P

ENVIRONMENTAL PROTECTION AGENCY

[FRL-10021-24-OA]

Local Government Advisory Committee and Small Communities Advisory Subcommittee: Request for Nominations

AGENCY: Environmental Protection Agency.

ACTION: Notice of request for nominations.

SUMMARY: The U.S. Environmental Protection Agency’s (EPA) Office of Intergovernmental Relations invites nominations from a diverse range of qualified candidates to be considered for appointment to its Local Government Advisory Committee (LGAC) and Small Communities Advisory Subcommittee (SCAS). LGAC and SCAS members and qualified nominees hold elected or appointed positions with local, tribal, state, and territorial governments. This notice solicits nominations to fill up to 30 memberships on EPA’s LGAC and 10–15 on the SCAS throughout 2021.

DATES: To be considered for 2021 appointments, nominations should be submitted by April 16, 2021. Nominations are reviewed on an ongoing basis.

ADDRESSES: Submit nominations electronically to LGAC@epa.gov with a

subject heading of ‘LGAC 2021 NOMINATION.’

FOR FURTHER INFORMATION CONTACT:

Paige Lieberman, the LGAC Designated Federal Officer at (202) 564–9957/ LGAC@epa.gov.

SUPPLEMENTARY INFORMATION: The LGAC is chartered under the Federal Advisory Committee Act (FACA), Public Law 92–463, to advise the EPA Administrator on environmental issues impacting local governments. The Small Communities Advisory Subcommittee is the LGAC’s standing subcommittee to advise on issues of concern to smaller communities. Members of LGAC and SCAS will provide advice and recommendations on a broad range of issues related to our shared goals of promoting and protecting public health and the environment. These issues may include: Advancing environmental justice; ensuring access to clean air and water; reducing greenhouse gas emissions; bolstering resilience to the impacts of climate change; and limiting exposure to dangerous chemicals and pesticides.

Viable candidates must be current elected or appointed officials representing local, state, tribal or territorial governments. Additional criteria to be considered may include: Experience with multi-sector partnerships; coalition-building and grassroots involvement; involvement and leadership in national, state or regional intergovernmental associations; knowledge of and commitment to promoting environmental protection and public health issues, including those of communities of color and low-income communities; and leadership and implementation of federal, state, local, tribal, territorial and international environmental programs, including permitting programs, Brownfields, Superfund clean-up, air and water quality, solid waste management, emissions reduction, resiliency and adaptation, sustainability, and environmental justice programs. Diversity in vocational/career/volunteer background, professional and community affiliations, and demonstrated familiarity with local, regional, national, and international environmental issues, also may be considered.

LGAC members are appointed for 1–2-year terms and are eligible for reappointment. The Committee meets multiple times a year, typically with at least one in-person meeting. EPA is committed to prioritizing members’ health and safety during the COVID–19 pandemic and will follow CDC guidelines when considering any in-

person meeting. The Administrator may ask members to serve on Subcommittees and Workgroups to develop reports and recommendations to address specific policy issues, reflecting the priorities of the Administration. The average workload for members is approximately 5 hours per month. While EPA is unable to provide compensation for services, official Committee travel and related expenses (lodging, etc.) will be fully reimbursed.

Nominations: Nominations must be submitted in electronic format. To be considered, all nominations should include:

- Current contact information for the applicant/nominee, including name, organization (and position within that organization), current work address, email address, and daytime telephone number;
- Brief statement describing the nominee’s interest in serving on the LGAC;
- Resume and/or short biography (no more than 2 pages) describing professional, educational, and other pertinent qualifications of the nominee, including a list of relevant activities as well as any current or previous service on advisory committees; and,
- Any letter(s) of recommendation from a third party (or parties) supporting the nomination. Letter(s) should describe how the nominee’s experience and knowledge will bring value to the work of the LGAC.

Other sources, in addition to this **Federal Register** notice, may be utilized in the solicitation of nominees. EPA expressly values diversity, equity, and inclusion, and encourages the nominations of elected and appointed officials from diverse backgrounds so that the LGAC and SCAS look like America and reflect the country’s rich diversity. Individuals may self-nominate.

Dated: March 2, 2021.

Julian (Jack) Bowles,

Director, State and Local Government Relations.

[FR Doc. 2021-04624 Filed 3-4-21; 8:45 am]

BILLING CODE P

ENVIRONMENTAL PROTECTION AGENCY

[ER-FRL-9055-5]

Environmental Impact Statements; Notice of Availability

Responsible Agency: Office of Federal Activities, General Information 202–564–5632 or <https://www.epa.gov/nepa>.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
March 31, 2021

REGULAR AGENDA
ITEM 1

Water Supply Conditions

Presenter -

Richard Anderson, Director of Operations

Recommended Action -

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

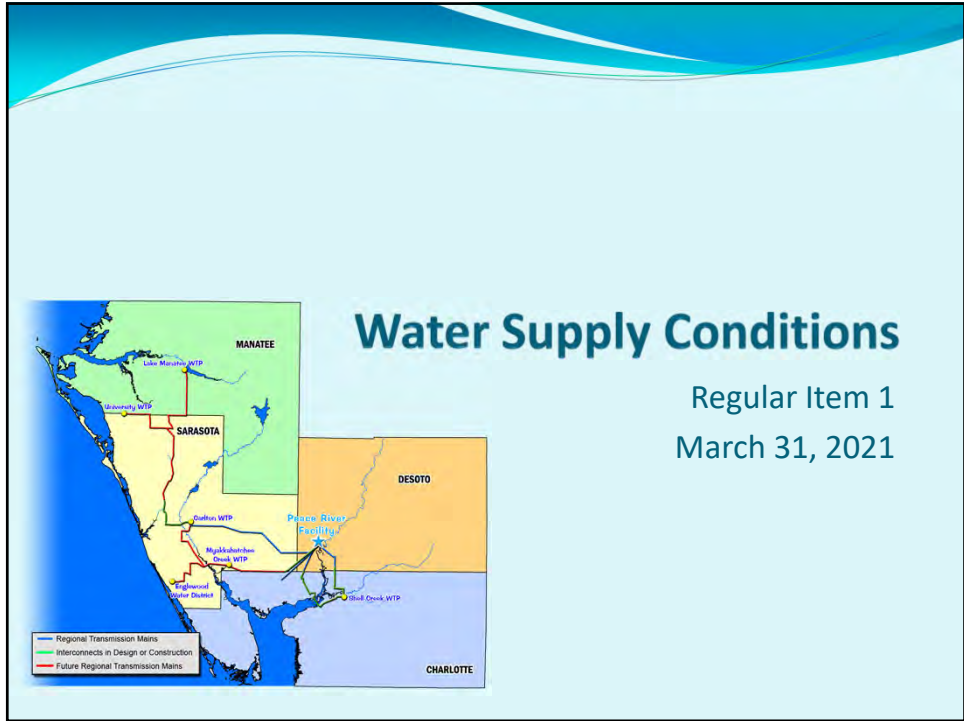
Water Supply Conditions at the Peace River Facility as of March 16, 2021.

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

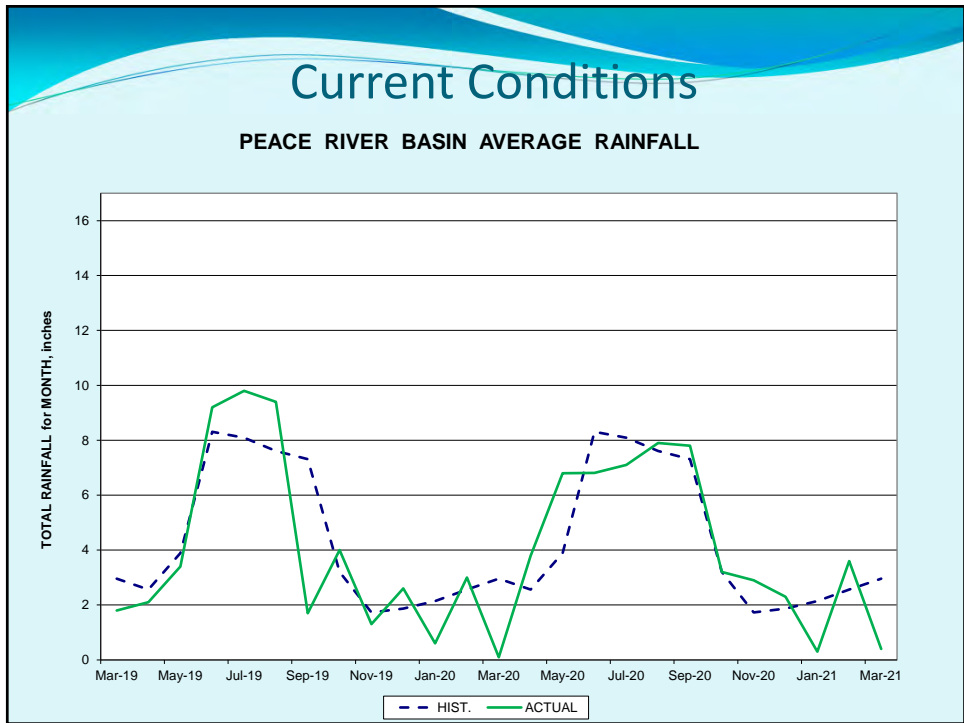
March Water Demand	33.42 MGD
March River Withdrawals	17.20 MGD
<u>Storage Volume:</u>	
Reservoirs	6.31 BG
ASR	<u>8.97 BG</u>
Total	15.28 BG

Attachments:

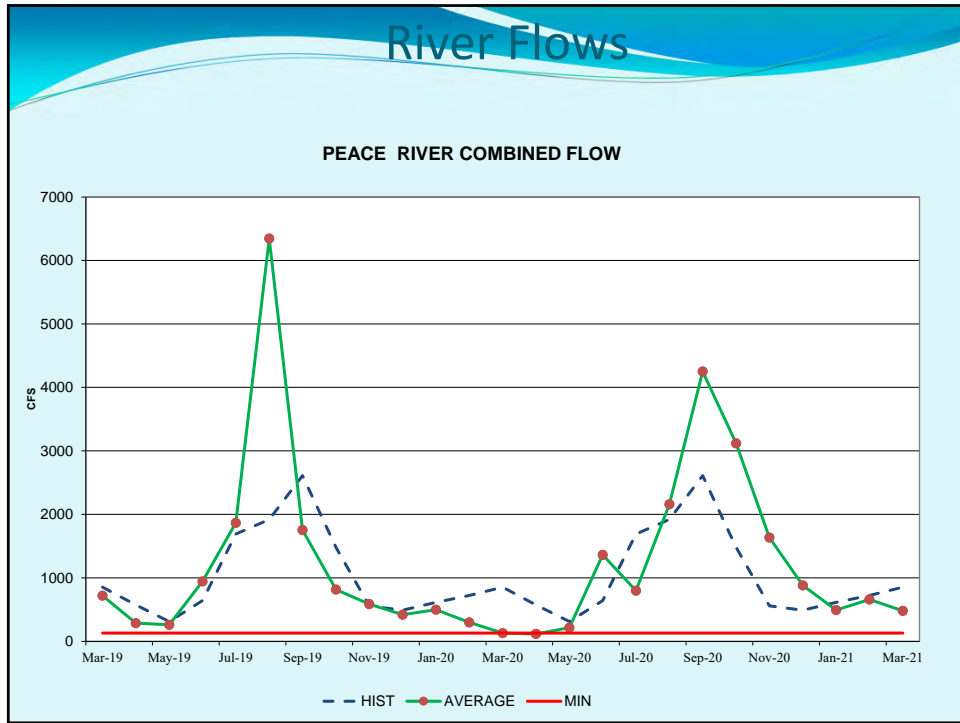
Presentation Materials



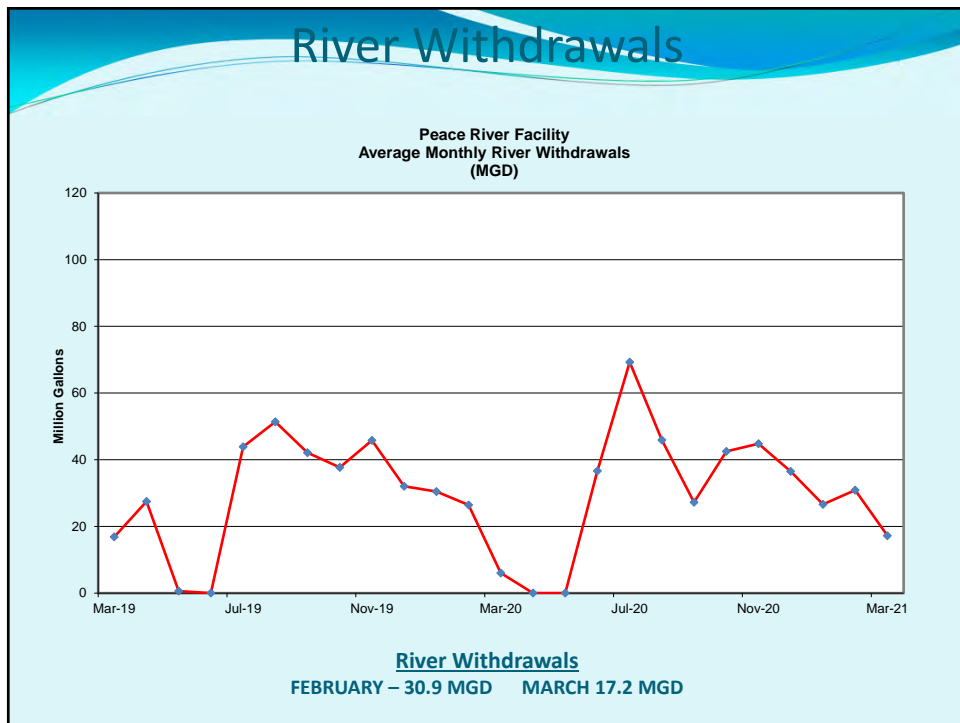
1



2

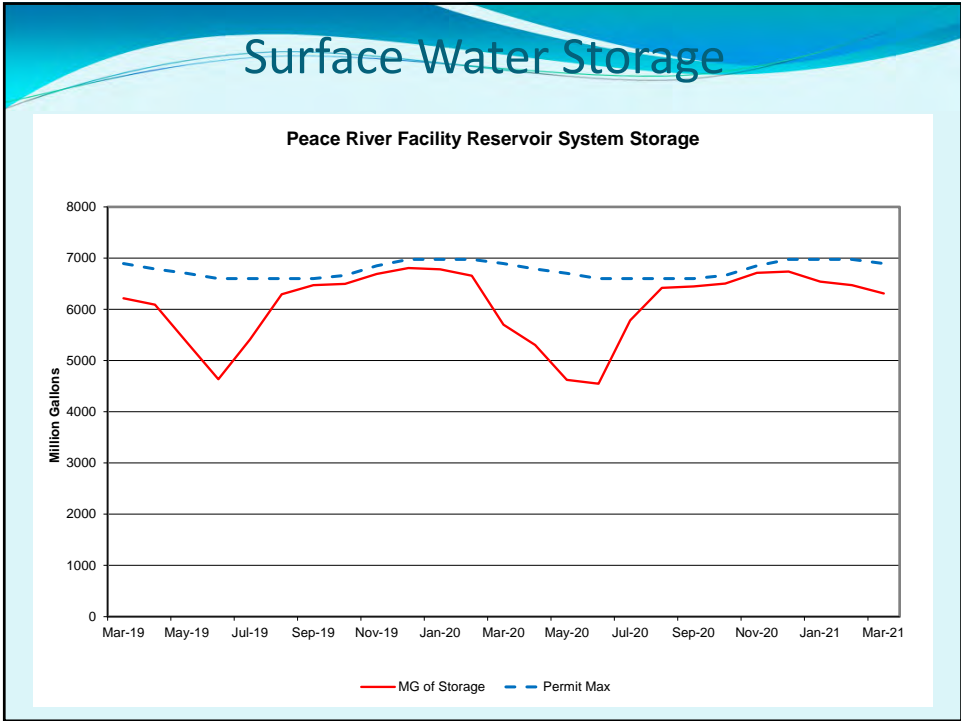


3



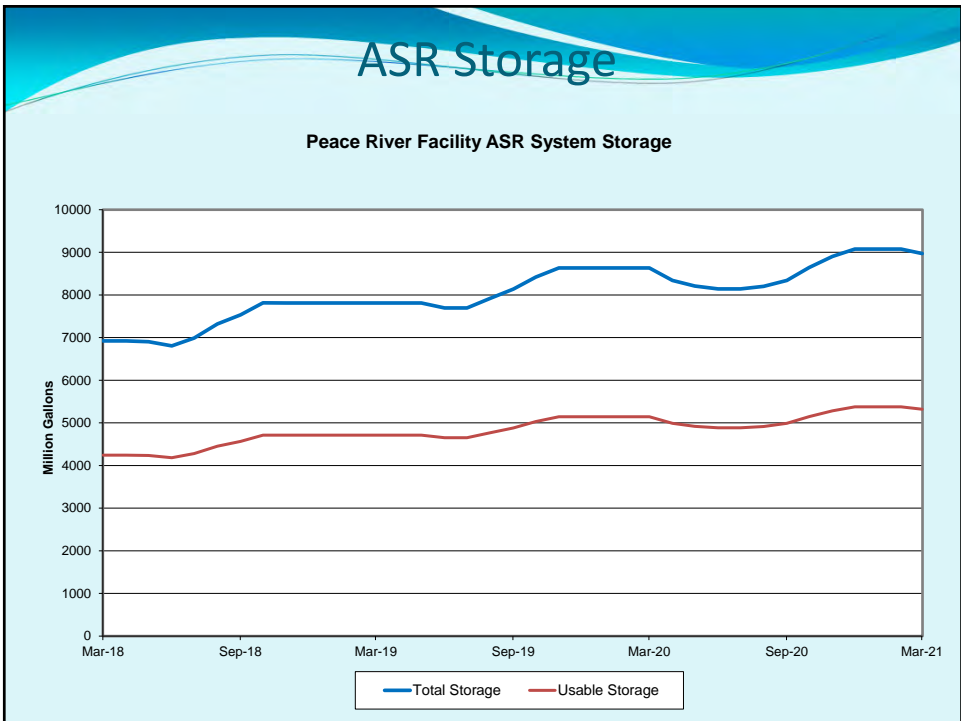
4

Surface Water Storage

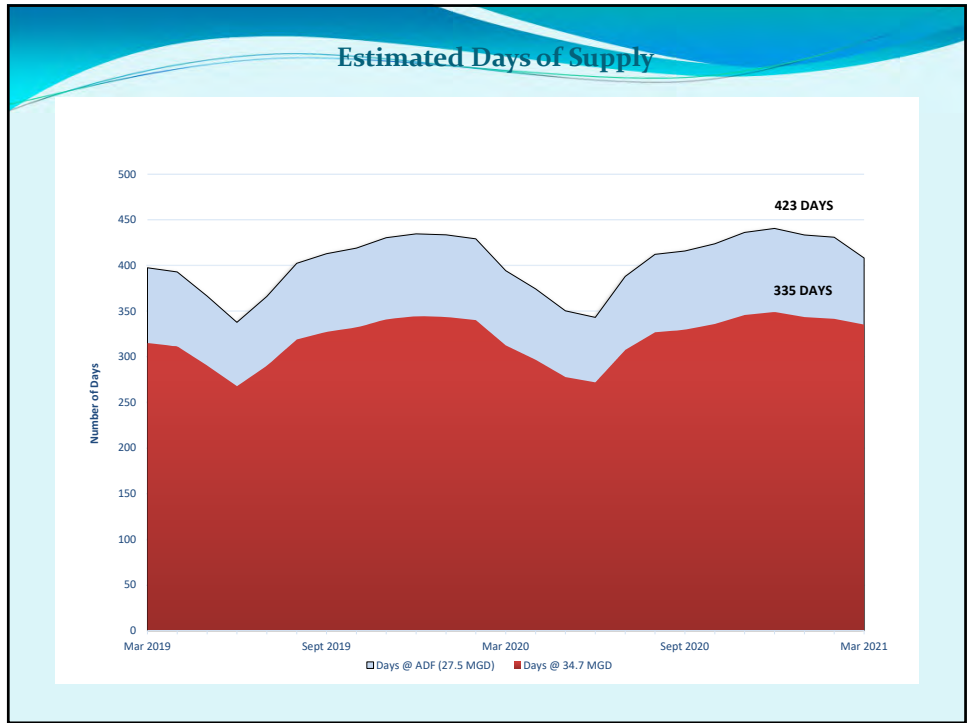


5

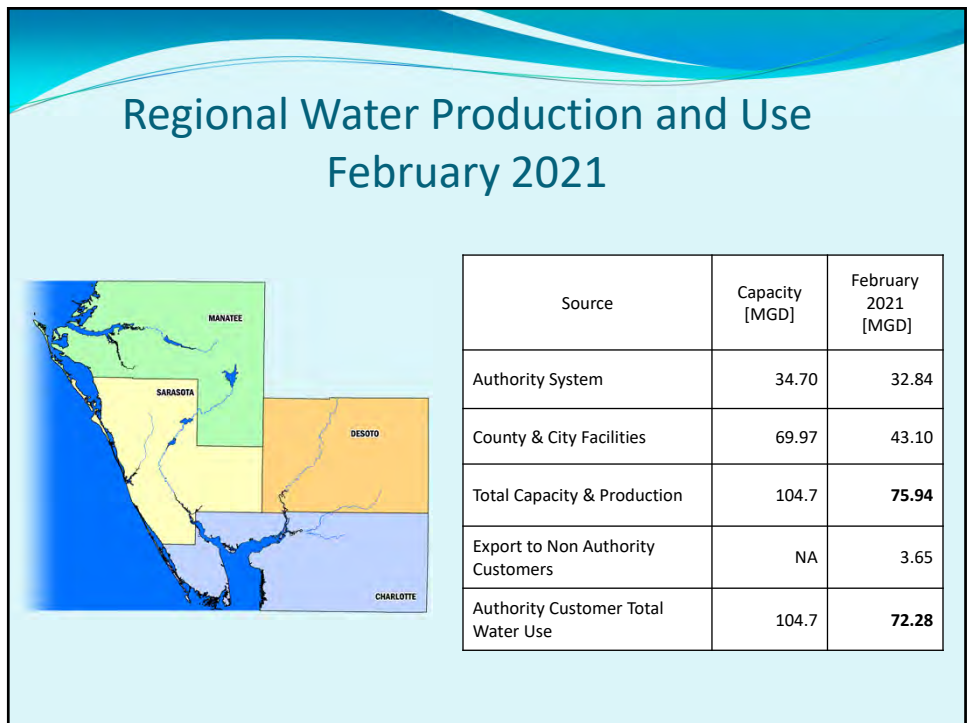
ASR Storage



6



7

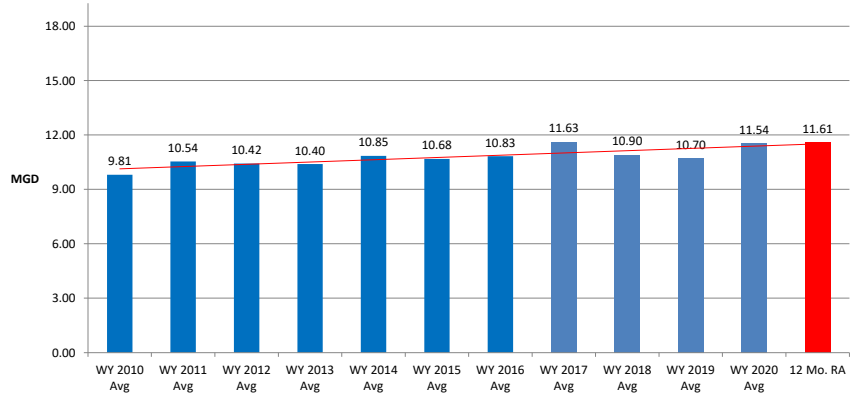


8

Charlotte County

Source	Capacity [MGD]	FEBRUARY 2021 [MGD]	% UTILIZED
Peace River Facilities	16.10	11.60	72%
Charlotte Self Supply	3.17	0.55	17%
TOTAL	19.27	12.16	63%

ANNUAL AVERAGE USAGE

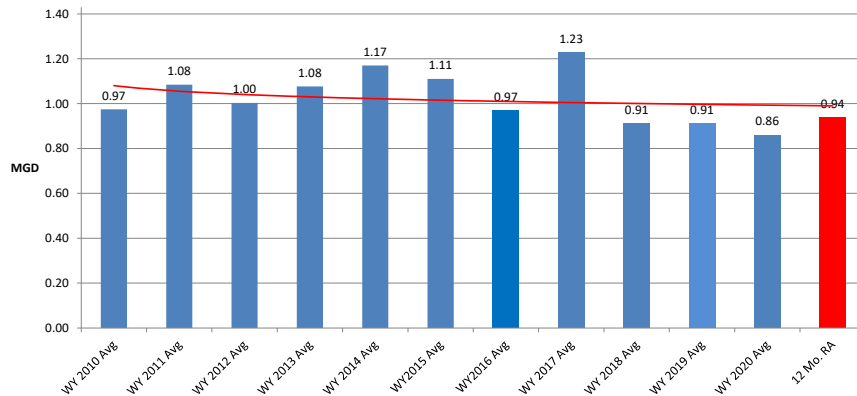


9

Desoto County

Source	Capacity [MGD]	FEBRUARY 2021 [MGD]	% UTILIZED
Peace River Facilities	0.675	0.78	114%
Desoto Self Supply	0.75	0.09	12%
TOTAL	1.425	0.87	61%

ANNUAL AVERAGE USAGE

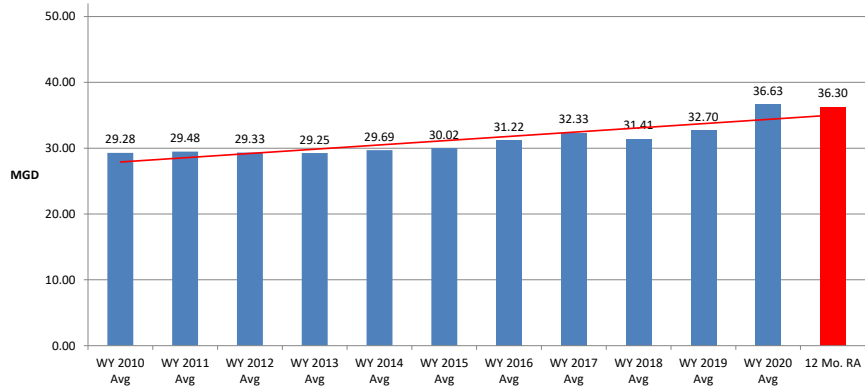


10

Manatee County

Source	Capacity [MGD]	FEBRUARY 2021 [MGD]	% UTILIZED
Manatee Self Supply	52.00	33.94	66%
Export to Sarasota Co.	NA	3.98	
Export to Others	NA	3.65	
TOTAL	52.00	41.57	80%

ANNUAL AVERAGE USAGE

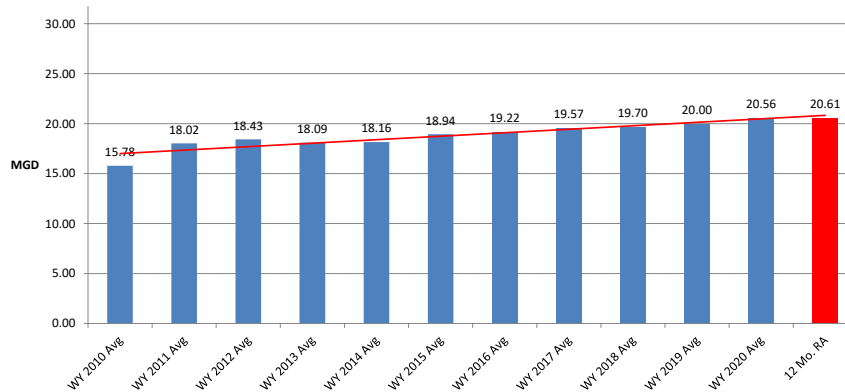


11

Sarasota County

Source	Capacity [MGD]	FEBRUARY 2021 [MGD]	% UTILIZED
Peace River Facilities	15.06	17.54	116%
Import from Others	5.00	3.79	76%
County Self Supply	10.52	0.29	3%
TOTAL	33.58	21.62	64%

ANNUAL AVERAGE USAGE

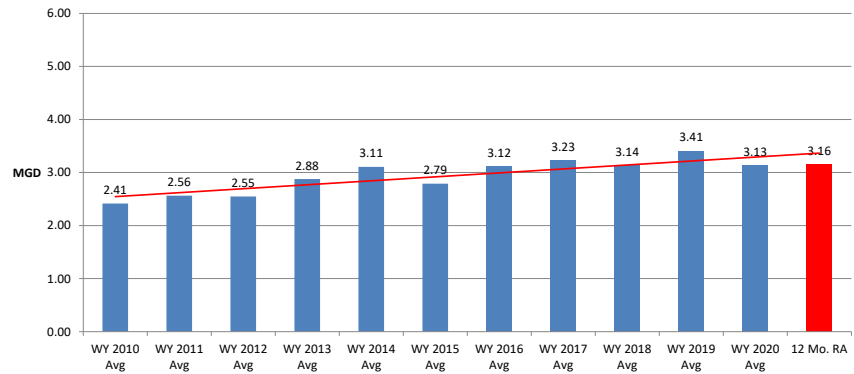


12

North Port

Source	Capacity [MGD]	FEBRUARY 2021 (MGD)	% UTILIZED
Peace River Facilities	2.865	2.91	102%
North Port Self Supply	3.30	0.60	18%
Water Exchanged	N/A	0.19	
TOTAL	6.165	3.70	60%

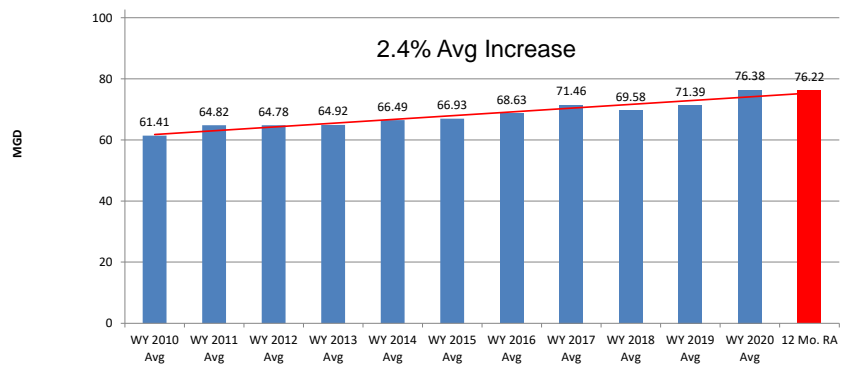
ANNUAL AVERAGE USAGE



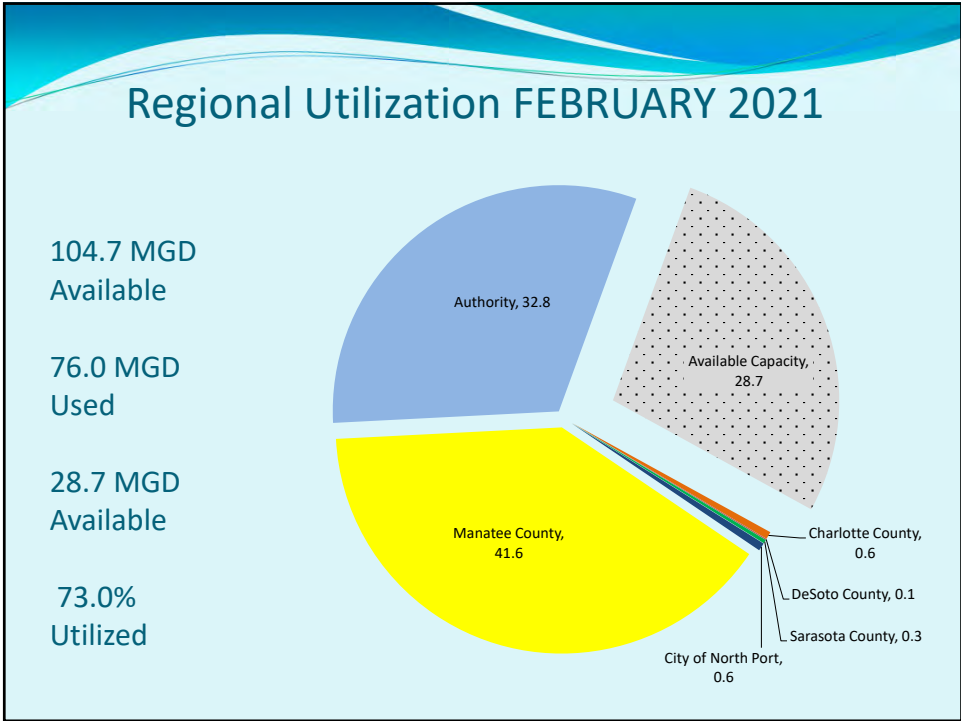
13

Regional Demand

REGIONAL ANNUAL AVERAGE



14



15



16

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
March 31, 2021

REGULAR AGENDA
ITEM 2

Water Supply Security

Presenter -

Mike Coates, Deputy Director

Recommended Action -

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

The security of public drinking water supplies nationwide has been highlighted recently with the February 5, 2021 cyber-attack and system breach that occurred in Oldsmar, Florida. Maintaining a secure and reliable drinking water supply is critical to public health and safety as well as supporting social and economic conditions. Staff will discuss certain measures in place to maintain water supply security in the Regional System.

Attachments:

Presentation Materials

Regular 2

Water Supply Security

March 31, 2021

1

Peace River Manasota Regional Water Supply Authority Regional Vision for 2035



2



3



4



5



6

- Dept. Homeland Security Inspection & Audit Considered
 - Physical Vulnerabilities
 - Cyber Vulnerabilities
- Resulted in Physical and Cyber Security Improvements

7

Plant Operations

Finished Water Chlorine & pH

Time	Finished Water pH	Finished Water Chlorine
00:00	~8.5	~4.5
02:00	~8.5	~4.5
04:00	~8.5	~4.5
06:00	~8.5	~4.5
08:00	~8.5	~4.5
10:00	~8.5	~4.5
12:00	~8.5	~4.5
14:00	~8.5	~4.5
16:00	~8.5	~4.5
18:00	~8.5	~4.5
20:00	~8.5	~4.5
22:00	~8.5	~4.5
00:00	~8.5	~4.5

- 24 - 7 - 365 Operation
- No Internet Connection for SCADA
- SCADA control is hard-wired
- Operators do routine Inspections

8

Before



After



- Pipelines - NO easy access
- Innocuous when completed

9

Internal Cybersecurity

- Each Authority location is protected by robust firewalls
- Network scans internal and external traffic
- Guest wireless has no access to any internal resources
- Internal wireless is locked down using multi-factor authentication
- Full backups (every 2 hours) to bolster business continuity
- Annual Cybersecurity training

10

America's Water Infrastructure Act of 2018

- Complete Risk and Resiliency Assessment (Complete spring 2020)
 - Identify Assets
 - Water Intakes
 - Reservoirs
 - Pumping Stations
 - Treatment Works...
 - Threat Categories
 - Terrorism & Intentional attack
 - Vandalism & Malevolent attack
 - Natural Hazards
 - Cyber Security
 - Financial System Security...
- Develop Emergency Resp. Plan & Submit to EPA (Complete fall 2020)

11

Peace River Manasota Regional Water Supply Authority Regional Vision for 2035



12

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
March 31, 2021

REGULAR AGENDA
ITEM 3

Legislative Update

Presenter -

Patrick Lehman, Executive Director
Doug Manson, General Counsel

Recommended Action -

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

The 2021 legislative session began on March 2, 2021. Staff will provide an update to the ongoing legislative session.

Attachments:

Legislative Priorities 2021

Peace River Manasota Regional Water Supply Authority Legislative Priorities 2021

Issue	Legislative/ Regulatory	Activity
STATE		
State Water Infrastructure Funding <ul style="list-style-type: none"> • Support State funding for Authority water projects that strengthen resiliency of the regional system. • Support State funding for alternative water supply with priority given to regional projects. • Support funding of State trust funds established in existing statutes. <ul style="list-style-type: none"> ○ Water Protection and Sustainability Program; and ○ West-Central Florida Water Restoration Action Plan. 	Legislative	Submit project application for State funding. Monitor and participate in legislative process
Monitor legislation that may be proposed resulting from the framework developed by the Florida Potable Reuse Commission.	Legislative	Monitor legislative process
Monitor legislation that may revise aquifer storage and recovery requirements and support any legislation that would benefit the Authority's ASR program.	Legislative	Monitor legislative process
Monitor legislation that sets or requires DEP to adopt rules setting maximum PFAS standards and remediation/liability requirements.	Legislative	Monitor legislative process
Monitor legislative ratification of Central Florida Water Initiative rules.	Legislative	Monitor legislative process
Support confirmation of Southwest Florida Water Management District Governing Board Member appointments.	Legislative	Support Senate confirmations
Monitor State Local Efficiency Task Force Committee.	Legislative Committee	Monitor process
Support acquisition by the State and SWFWMD of lands to enhance water management and supply.	Multiple Agencies	Participate in process
Monitor Florida's request to assume Administration of a Clean Water Act Section 404 Program.	Multiple Agencies	Monitor process

Contact Information: Patrick Lehman, Executive Director
 Peace River Manasota Regional Water Supply Authority
 9415 Town Center Parkway
 Lakewood Ranch, FL 34202
 (941) 316-1776
 plehman@regionalwater.org

1 A bill to be entitled
2 An act relating to the Appropriations Project titled
3 Peace River Manasota Regional Water Supply Authority
4 Project Prairie Regional Pumping and Storage
5 Facilities; providing an appropriation; providing an
6 effective date.

7
8 Be It Enacted by the Legislature of the State of Florida:

9
10 Section 1. Peace River Manasota Regional Water Supply
11 Authority Project Prairie Regional Pumping and Storage
12 Facilities is an Appropriations Project as defined in The Rules
13 of The Florida House of Representatives and is described in
14 Appropriations Project Request 984, herein incorporated by
15 reference.

16 Section 2. For fiscal year 2021-2022 the nonrecurring sum
17 of \$200,000 from the General Revenue Fund is appropriated to the
18 Department of Environmental Protection to fund the Peace River
19 Manasota Regional Water Supply Authority Project Prairie
20 Regional Pumping and Storage Facilities as described in
21 Appropriations Project Request 984.

22 Section 3. This act shall take effect July 1, 2021.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Project Prairie Storage and Pumping Station Acquisition and Upgrade

Fact Sheet



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

The Peace River Manasota Regional Water Supply Authority is a regional water supplier that provides wholesale drinking water supporting the region’s economic growth and quality of life. The Authority provides the platform for its four member counties (Charlotte, DeSoto, Manatee and Sarasota) to collaboratively plan the region’s water supply benefitting from an economy of scale, shared expertise, and environmental stewardship.

Project Description:

The Peace River Facility, located in southwest DeSoto County, is a 51 million gallon per day Alternative Water Supply facility providing drinking water to Charlotte, DeSoto and Sarasota Counties’ utilities. The Authority’s regional transmission system, consisting of over 75 miles of large diameter pipe, interconnects the region providing a resilient and secure water supply for residents and businesses.

The Authority’s regional transmission system was extended in 2020 and now includes a plant-to-plant connection between the Regional Peace River Facility with the City of Punta Gorda’s Shell Creek Water Treatment Plant. The Project Prairie storage and pumping facility owned by DeSoto County is located adjacent to the new regional transmission system extension, midway between the Peace River and Shell Creek facilities. Authority acquisition and conversion of the County’s Project Prairie facilities will improve the transfer of water between the regional system and Punta Gorda, while continuing to support the supply needs of DeSoto County, for regional and local benefits.

Project Need/Benefit:

The Authority has constructed an extensive regional water supply system over the past two decades, utilizing alternative water supply that includes off-stream reservoirs and Aquifer Storage and Recovery wells. The acquisition and conversion of the Project Prairie Facility to regional operation provides resiliency of supply to Punta Gorda, DeSoto County and the region with the following benefits:

- interconnects alternative water supplies supporting the recovery goals of the Southern Water Use Caution Area Recovery Plan;
- interconnected regional system increases resiliency to drought, hurricanes, floods and climate change;
- regional operation provides cost benefit to DeSoto County, a Rural Area of Opportunity (RAO) as designated by the state, supporting economic growth within the County’s service area.

Project Cost:

- | | |
|--|------------------|
| • FY 2022 State Appropriation Request | \$0.200 M |
| • FY 2022 Funds provided by Authority and/or other funding sources | <u>\$1.075 M</u> |
| • Estimated Total Cost | \$1.275 M |

Project Schedule:

- | | |
|--|---------------|
| • Acquisition of Project Prairie facilities | October 2021 |
| • Upgrade of Project Prairie Storage and Pumping | April 2022 |
| • Project Completion | December 2022 |

Contacts:

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plehman@regionalwater.org

Mike Coates, Deputy Director
mcoates@regionalwater.org

Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway, Lakewood Ranch, FL 34202
Tele: 941-316-1776

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
March 31, 2021

REGULAR AGENDA
ITEM 4

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

Presenter - Mike Coates, Deputy Director

Recommended Action - **Board Discussion and Direction.** The draft 5 Year CIP and 20-Year CNA will guide FY 2022 budget development in this area.

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

The 5-Year CIP beginning in FY 2022 through FY 2026 currently includes the following:

Regional Transmission Projects	\$ 116,808,365	62%
Water Supply Projects	\$ 60,973,151	32%
Other Projects	\$ 12,152,573	6%
Total	\$189,934,029	100%

And the 20-Year CNA beginning in FY 2022 through FY 2041 includes the following:

Regional Transmission Projects	\$ 286,009,521	43%
Water Supply Projects	\$ 359,302,356	55%
Other Projects	\$ 12,152,000	2%
Total	\$ 657,464,450	100%

Capital planning has also identified \$307 million in offsetting cooperative grant funding opportunities for these collective projects based upon past generous participation by the Southwest Florida Water Management District.

Budget Action: None required, guidance received will be incorporated into the FY 2022 budget.

Attachments:

Tab A Presentation Materials

Tab B Draft 5-Year CIP and 20-Year CNA

TAB A
Presentation Materials

REGULAR 4

5-YEAR CAPITAL IMPROVEMENTS PLAN AND 20-YEAR CAPITAL NEEDS ASSESSMENT

March 31, 2021

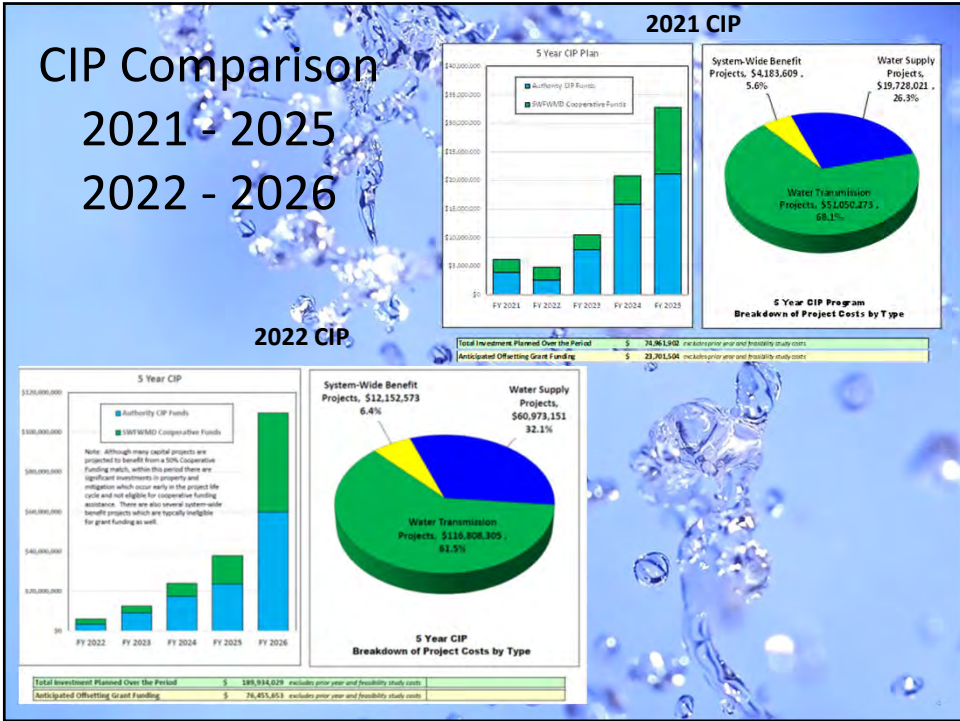
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Authority Projects Discussed Today

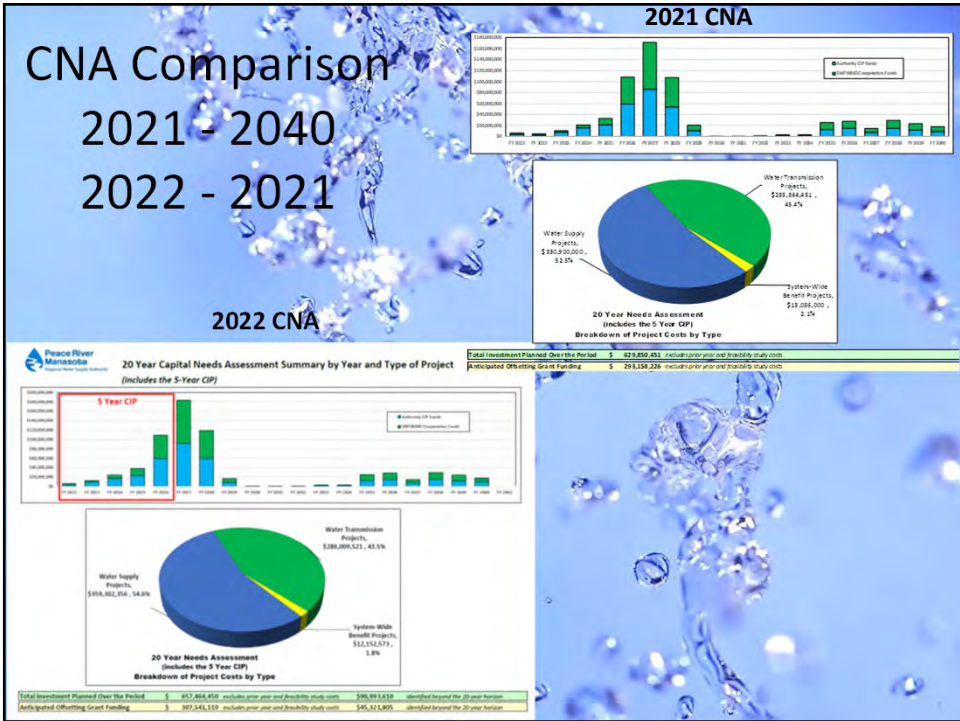
- 16 Projects in next 20 years
 - 8 Regional Water Transmission Projects
 - 4 Water Supply Projects
 - 4 System-Wide Benefit Projects
- Costs and Timing Consistent with 2020 Master Plan



2



3

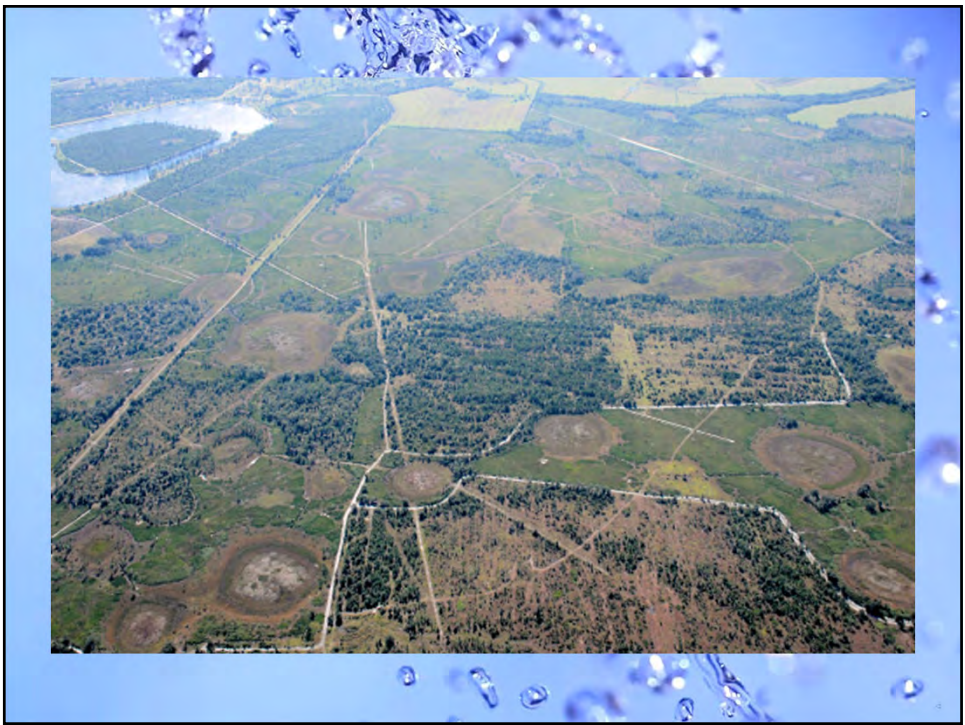


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Peace River Manasota Regional Water Supply Authority Regional Vision for 2035

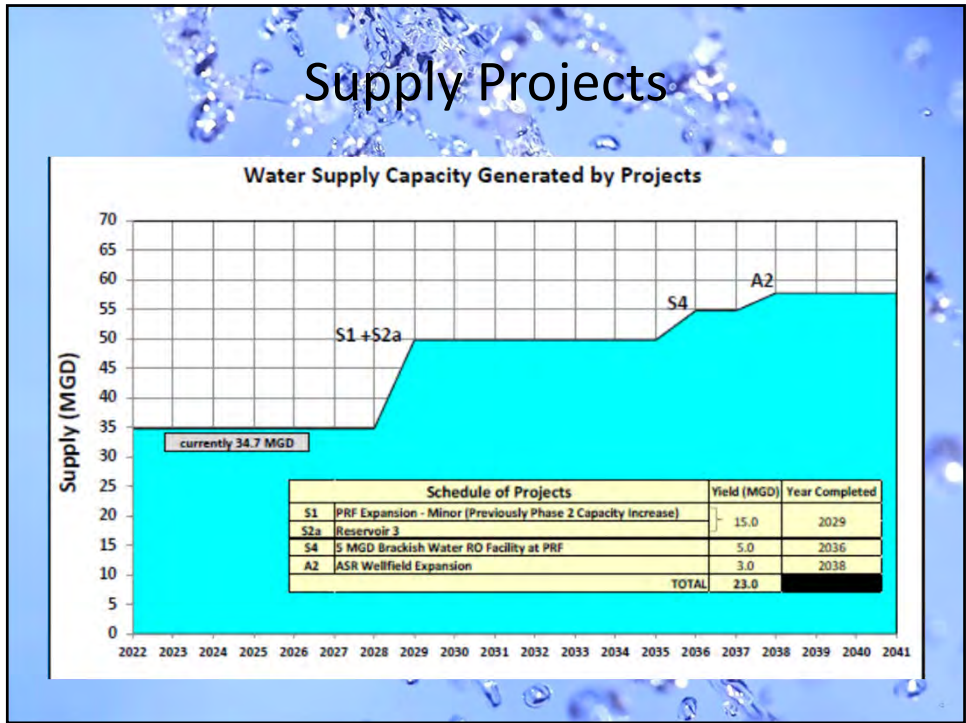


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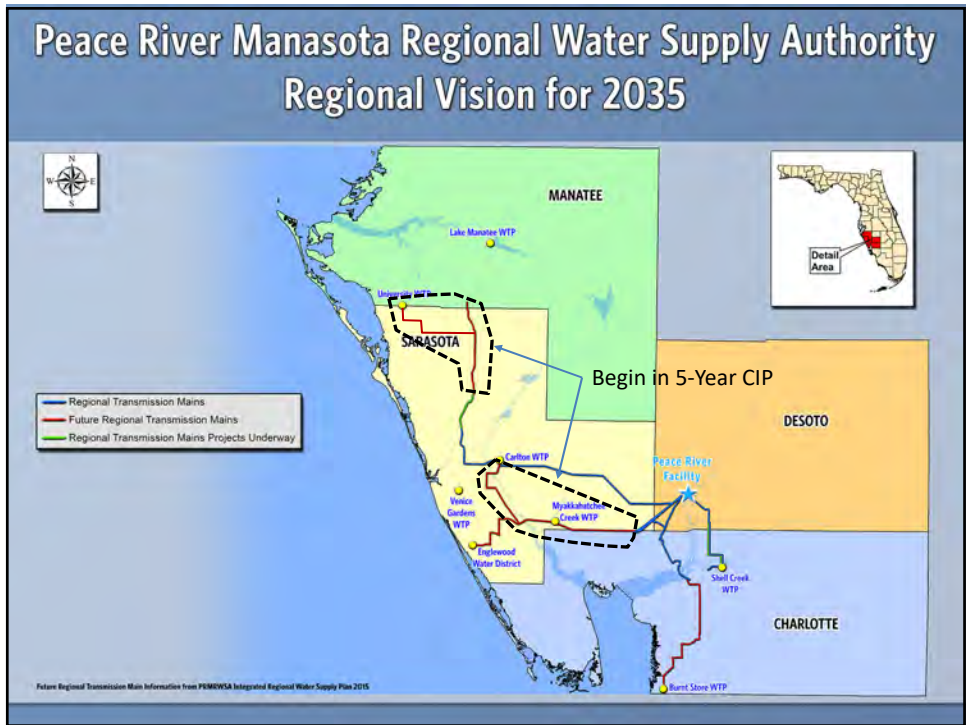
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Supply Projects



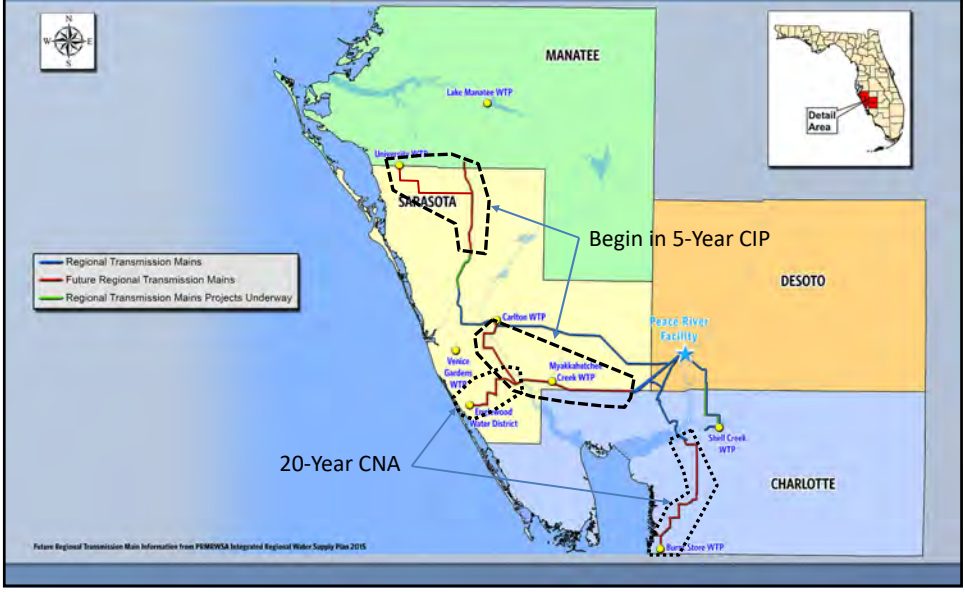
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Peace River Manasota Regional Water Supply Authority Regional Vision for 2035



8

Peace River Manasota Regional Water Supply Authority Regional Vision for 2035

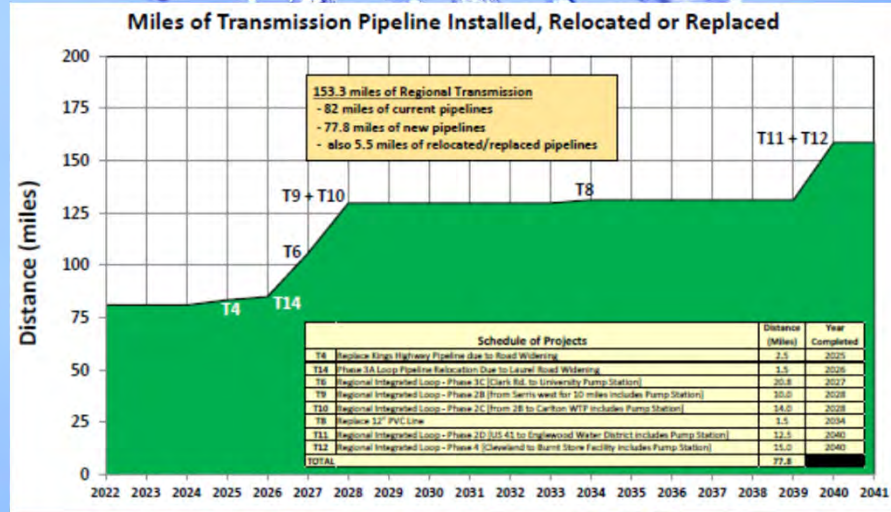


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10

Pipeline Projects

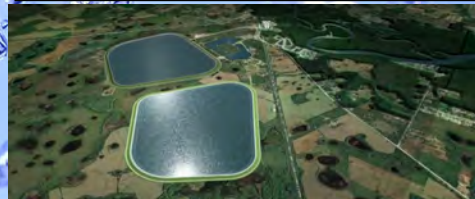


11

Summary

- 16 Projects in 20 Years
- \$658M Total
 - 23 MGD (\$360M)
 - 78 Miles Pipelines (\$286M)
 - 3 System Benefit Projects (\$12M)
- \$307M SWFWMD Funding

Request Board Approval June 2, 2021



12



13

TAB B
Draft 5-Year CIP and 20-Year CNA (2022-2041)



**Peace River
Manasota**
Regional Water Supply Authority

**5-Year Capital Improvements Plan
and
20-Year Capital Needs Assessment
Fiscal Period: 2022 - 2041**



DRAFT: MARCH 10, 2021

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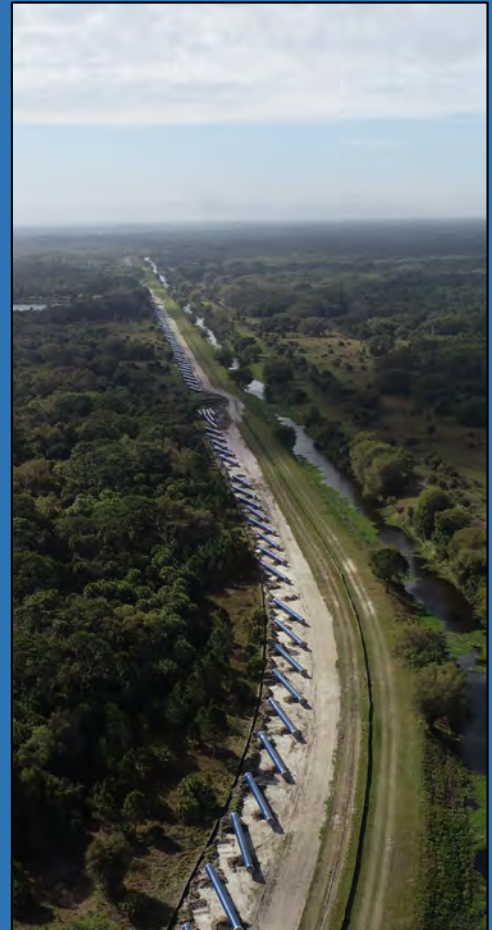
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5 Year Capital Improvements Plan (CIP)	6
5 Year CIP Graphics and Summary Page	7
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Project S2a Reservoir 3	9
Project T10 Regional Integrated Loop - Phase 2C [from 2B to Carlton WTP includes Pump Station]	10
Project T6 Regional Integrated Loop - Phase 3C [Clark Rd. to University Pump Station]	11
Project T4 Replace Kings Highway Pipeline due to Road Widening	12
Project T14 Phase 3A Loop Pipeline Relocation Due to Laurel Road Widening	13
Project B5 Reservoir 1 Pump Station and Retaining Wall Rehab	14
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Ongoing Projects 2021



Regional Interconnect Phase 3B Pipeline in Sarasota County



The Filter Covers at the Peace River Facility





Background



The Peace River Manasota Regional Water Supply Authority's 5 Year Capital Improvements Plan (CIP) and 20-Year Capital Needs Assessment (CNA) reflect comprehensive plans of proposed capital projects to meet the region's water supply needs. These plans are primarily a planning vehicle which is adjusted annually subject to the shifting needs and priorities of the region and also as projects grow closer to implementation and so become more refined in both scope and cost. The CIP and CNA documents reflect the collective input of many stakeholders and is useful to those parties in understanding and communicating both funding obligations as well as grant funding opportunities associated with future projects. The CIP and CNA are developed with oversight of the Water Supply Authority's Board of Directors and are consistent with Board Policy, our Vision, our Mission Statement and the Strategic Plan.

Although there is no policy establishing a minimum value for a project to be considered a CIP/CNA project, they typically reflect projects expected to cost more than \$1 million. The Authority is continually in the process of updating and expanding its Water Supply Facilities to serve increasing demand, capacity requirements, and new regulatory requirements and improve and upgrade existing infrastructure, which will provide service to the members increasing demand.

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

1) New Water Supply Projects

Includes projects that provide expansion of the Authority's Water Supply Facilities and appurtenant or associated installations owned, leased or otherwise controlled by the Authority and used for the provision of potable water supply. This category also includes any water transmission projects needed for water supply. These projects are funded in accordance with the Master Water Supply Contract (MWSC).

2) Regional Transmission System Projects

Includes transmission pipelines and, where needed, remote storage and booster pumping facilities to improve or extend delivery of water within the regional system. These projects generally interconnect members/customers based on need and bolster plant-to-plant connections to facilitate rotational supply capability for droughts and other emergencies. Also includes projects whereby elements of the regional transmission system must be relocated such as may be required for roadway widening projects or replaced due to age or condition.



3) System-Wide Benefit Projects

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

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

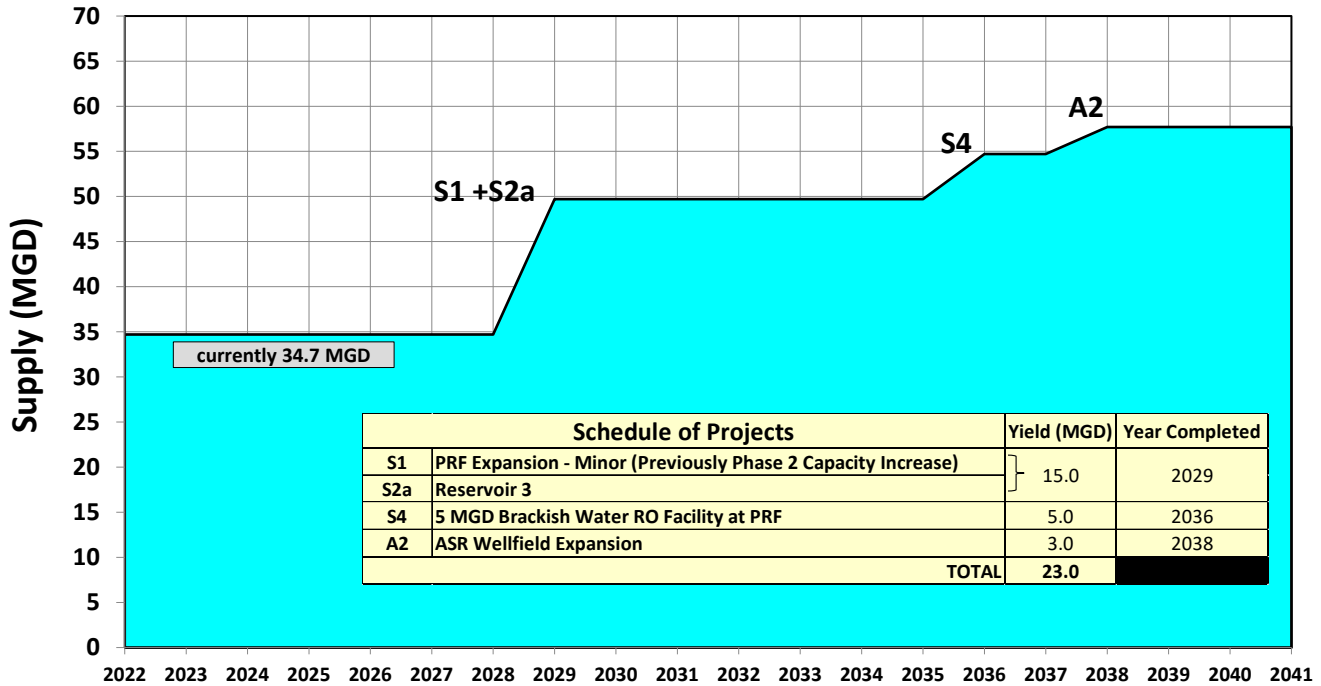




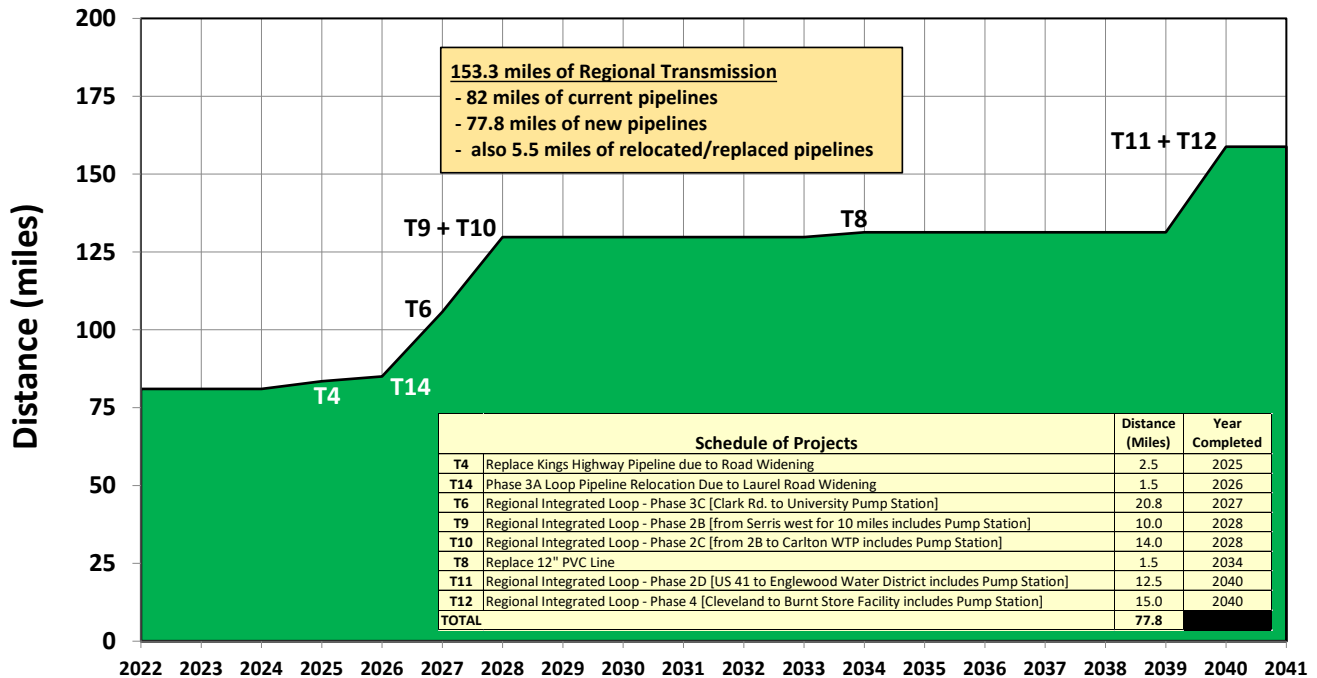
Summary Graphs



Water Supply Capacity Generated by Projects



Miles of Transmission Pipeline Installed, Relocated or Replaced



Vision Statement

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

Mission Statement

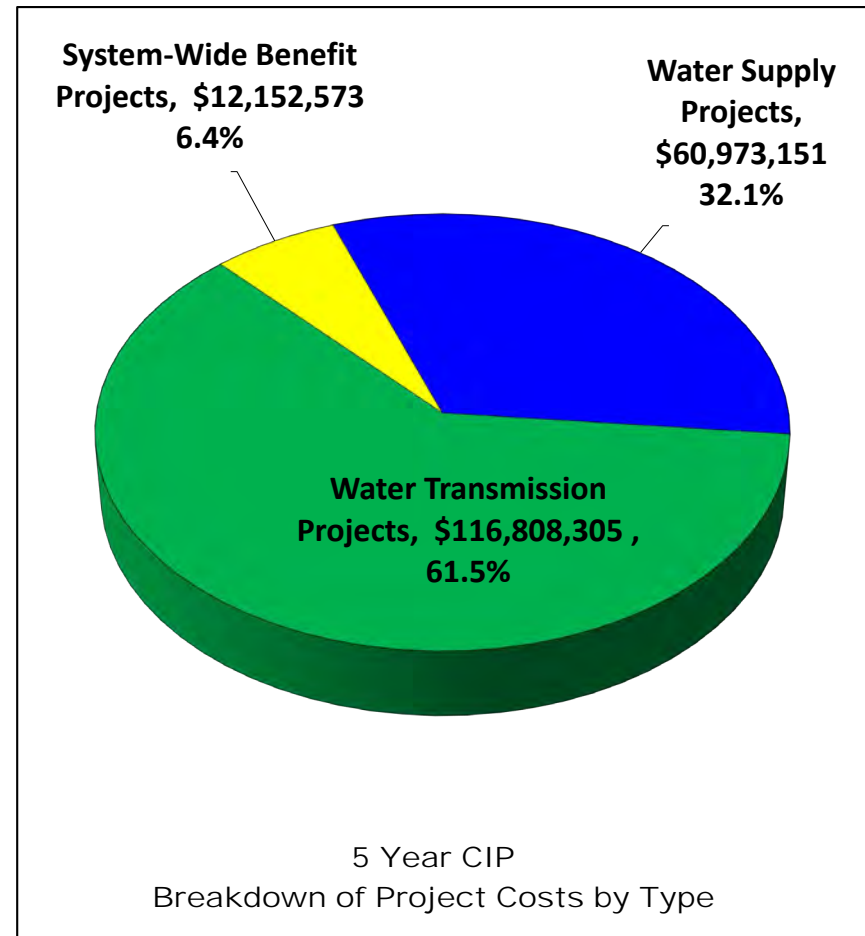
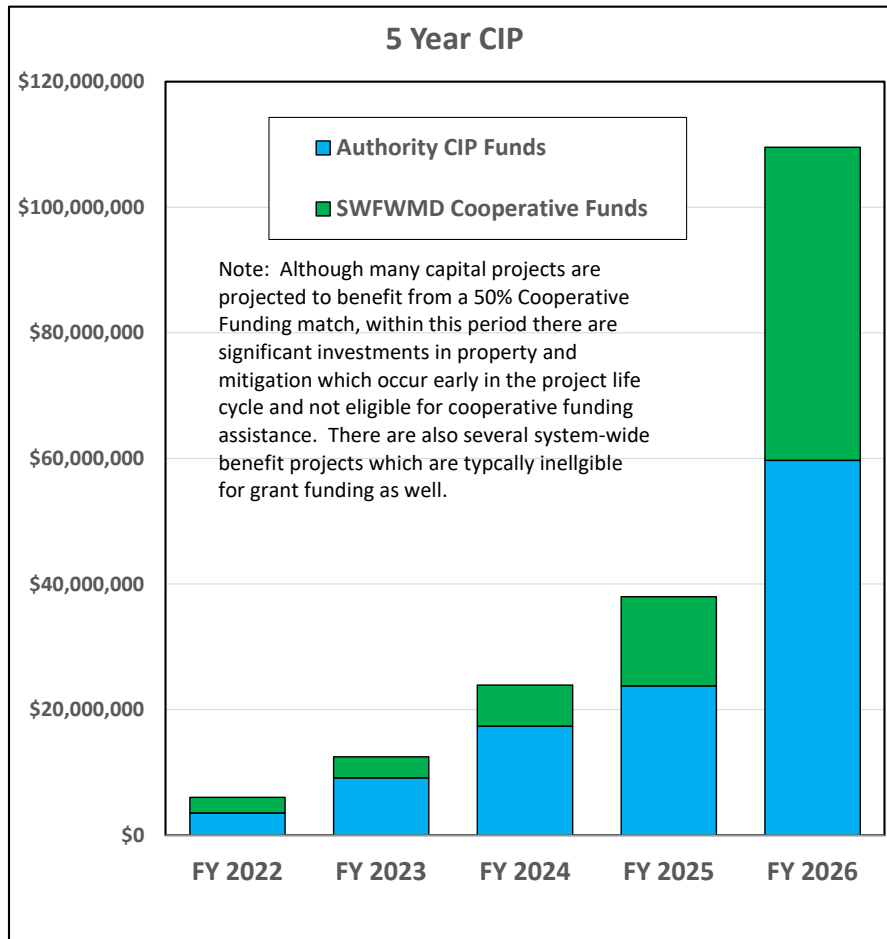
To provide the region with a high-quality, safe drinking water supply that is reliable, sustainable and protective of our natural resources now and into the future.



**5-Year Capital Improvements Plan
Fiscal Period: 2022 - 2026**



5 Year Capital Improvements Plan Summary by Year and Type of Project



Total Investment Planned Over the Period	\$ 189,934,029	<i>excludes prior year and feasibility study costs</i>
Anticipated Offsetting Grant Funding	\$ 76,455,653	<i>excludes prior year and feasibility study costs</i>



Capital Improvements Plan/Capital Needs Assessment Project Description Sheet

Project Name or Title: Regional Integrated Loop - Phase 2B [from Serris west for 10 miles includes Pump Station]

Shorthand Identifier: T9

Project Location, Site or Route: Extension of the Regional Loop System from Serris Blvd. west to near the Myakkahatchee WTP.

Type of Project - Related to Major Purpose
(check multiple boxes if applicable)

<input type="checkbox"/> Raw Water Pumping, Storage or Conveyance	<input type="checkbox"/> ASR Systems
<input type="checkbox"/> Water Treatment	<input type="checkbox"/> Buildings, Structures & Security
<input checked="" type="checkbox"/> Finished Water Storage and Pumping	<input type="checkbox"/> SCADA, ADAS or General IT Systems
<input checked="" type="checkbox"/> Finished Water Pipelines	<input type="checkbox"/> Roads and Sitework
<input checked="" type="checkbox"/> Plant Power, Switchgear, Fuel & Generator Sets	<input type="checkbox"/> Solid Residuals Management

Reference and Description of Need

The project is comprised of 10 miles of 36" or 42" diameter pipeline running from the current terminus of the Phase 2A pipeline westward to near North Port's Myakkahatchee Creek WTP, including a booster pumping station. This segment of the regional integrated loop system will boost regional resiliency, bi-directional water transfer capability and lays the groundwork for the southern regional loop with future pipeline projects. The project will also bring improved delivery to the western portions of Charlotte County's service area and the City of North Port.

Does the Project Generate Additional Water Supply/Yield?

Yes Yes, How Much? 0.00 MGD on AADD basis

No If No, any Requisite Companion Projects? none

Collective Capital Cost of Associated Projects NA

Participant Cost (inclusive of expected grant funds) NA

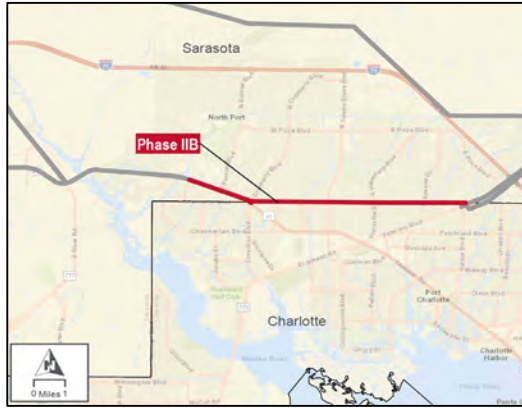
Effective Net Unit Capital Cost - cost per gallon of yield generated

Project Classification: **Transmission** **Water Supply** **System-Wide Benefit** **Other (if Other, describe)** _____




Estimated Project Cost	
Feasibility Study	\$ 200,000
Engineering Services	\$ 8,037,251
Construction Cost	\$ 48,748,256
Land Acquisition (mitigation, property or easements)	\$ 1,852,000
Total Capital Cost (includes Feasibility Study)	\$ 58,837,507
Projected Sources of Funding	
Projected Authority (Cooperator) Funding or TBD	\$ 30,444,754
Projected SWFWMD Grant Funding	\$ 28,392,754
Projected State and Other Grant Funding	\$ -
Total	\$ 58,837,507

Note: Feasibility Studies are typically funded through planning assessments with a cooperative funding match and funds are collected and expended generally within the same period. Land Acquisition, Engineering Services and Construction expenses are typically financed through debt issuance.

Location Map or Concept Sketch



The route for the pipeline has not been evaluated, challenges include how to cross the many drainage canals installed decades ago by community developers in this area (see photo to the right). It will also be necessary to minimize impact on major east-west transportation features like US 41 and Hillsborough Avenue. This project conceptually includes finished water storage, repumping and water quality adjustment capabilities, there are many alternatives for storage (ground or elevated) and pumping facilities (inside or outside) such as those shown to the right

Schedule (year starts on fiscal year calendar Oct 1 st)	Prior Period	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	Future Period
Feasibility Study		█																				
Preliminary Engineering			█																			
Property and Easement Acquisition				█																		
Final Design & Permitting					█																	
Mitigation						█																
Construction							█	█	█													



Capital Improvements Plan/Capital Needs Assessment Project Description Sheet

Project Name or Title: Reservoir 3

Shorthand Identifier: S2a

Project Location, Site or Route: On the RV Griffin Reserve

Type of Project - Related to Major Purpose
(check multiple boxes if applicable)

<input checked="" type="checkbox"/> Raw Water Pumping, Storage or Conveyance	<input type="checkbox"/> ASR Systems
<input type="checkbox"/> Water Treatment	<input type="checkbox"/> General Buildings, Structures & Security
<input type="checkbox"/> Finished Water Storage and Pumping	<input checked="" type="checkbox"/> SCADA, ADAS or General IT Systems
<input type="checkbox"/> Finished Water Pipelines	<input checked="" type="checkbox"/> Roads and Sitework
<input checked="" type="checkbox"/> Plant Power, Switchgear, Fuel & Generator Sets	<input type="checkbox"/> Solid Residuals Management

Reference and Description of Need

Reliability Modeling reflects that a combination of 6 - 9 BG additional raw water storage combined with newly permitted 258 MGD of river diversion pumping and raw water conveyance capacity and treatment plant capacity expansion can produce an additional annual average day safe yield of 15 MGD out of this system. The shape, depth, footprint and location of the new reservoir and the manner in which it will connect to the existing storage reservoirs, the location for the expanded river diversion pumping capacity and increment of treatment capacity expansion is being considered in a Feasibility Study currently underway.

Does the Project Generate Additional Water Supply/Yield?

Yes If Yes, How Much? 15.00 MGD on AADD basis

No If Yes, any Requisite Companion Projects? \$1

Collective Capital Cost of Associated Projects \$ 282,867,744

Participant Cost (inclusive of expected grant funds) \$ 149,496,372

Effective Net Unit Capital Cost \$ 9.97 cost per gallon of yield generated

Project Classification: Transmission **Water Supply** System-Wide Benefit Other (if Other, describe) _____

Estimated Project Cost	
Feasibility Study	\$ 1,500,000
Engineering Services	\$ 26,791,857
Construction Cost	\$ 203,124,294
Land Acquisition (mitigation, property or easements)	\$ 14,600,000
Total Capital Cost (includes Feasibility Study)	\$ 246,016,151
Projected Sources of Funding	
Projected Authority (Cooperator) Funding or TBD	\$ 131,058,076
Projected SWFWMD Grant Funding	\$ 114,958,076
Projected State and Other Grant Funding	\$ -
Total	\$ 246,016,151

Note: Feasibility Studies are typically funded through planning assessments with a cooperative funding match and funds are collected and expended generally within the same period. Land Acquisition, Engineering Services and Construction expenses are typically financed through debt issuance.

Location Map or Concept Sketch

CHALLENGES AND SOLUTIONS: RESERVOIR SITING
Achieving Operational Flexibility through Successful Evaluation of Siting Options

To the left and right are respective figures presented by the 2 most highly ranked consulting teams vying to be selected as the engineering constant for this project. These figures reflect some of the many issues and concerns facing the project team in determining how this project will proceed.

Below is an aerial picture of the existing river diversion pump station and as a part of this project the river diversion pumping capacity will more than double.

Schedule	Prior Period	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	Future Period
Feasibility Study		█																				
Preliminary Engineering			█																			
Property and Easement Acquisition				█																		
Final Design & Permitting					█																	
Mitigation						█																
Construction							█															



Capital Improvements Plan/Capital Needs Assessment Project Description Sheet

Project Name or Title: Regional Integrated Loop - Phase 2C [from 2B to Carlton WTP includes Pump Station]
Shorthand Identifier: T10

Project Location, Site or Route: Extension of the Regional Loop System from near Myakkahatchee WTP to the Carlton WTP

Type of Project - Related to Major Purpose
(check multiple boxes if applicable)

<input type="checkbox"/> Raw Water Pumping, Storage or Conveyance	<input type="checkbox"/> ASR Systems
<input type="checkbox"/> Water Treatment	<input type="checkbox"/> General Buildings, Structures & Security
<input checked="" type="checkbox"/> Finished Water Storage and Pumping	<input type="checkbox"/> SCADA, ADAS or General IT Systems
<input checked="" type="checkbox"/> Finished Water Pipelines	<input type="checkbox"/> Roads and Sitework
<input checked="" type="checkbox"/> Plant Power, Switchgear, Fuel & Generator Sets	<input type="checkbox"/> Solid Residuals Management

Reference and Description of Need
This pipeline project is comprised of 14 miles of pipe tentatively sized as 36" diameter running from the planned terminus of the Phase 2B regional loop pipeline near the Myakkahatchee WTP in North Port to the Carlton WTP. A booster pumping station is included with the project; the location of the booster pump station is to be decided by the selected project team. This segment completes a plant-to-plant connection that will boost regional resiliency, bi-directional water transfer capability and, along with Phase 2B, completes the southern regional loop. A feasibility and routing study is currently underway for this project which will help further refine project needs and projected costs.

Does the Project Generate Additional Water Supply/Yield?

Yes If Yes, How Much? 0.00 MGD on AADD basis

No If Yes, any Requisite Companion Projects? none

Collective Capital Cost of Associated Projects NA

Participant Cost (inclusive of expected grant funds) NA

Effective Net Unit Capital Cost - cost per gallon of yield generated

Project Classification: Transmission Water Supply System-Wide Benefit Other (if Other, describe) _____

Estimated Project Cost	
Feasibility Study	\$ 200,000
Engineering Services	\$ 7,912,881
Construction Cost	\$ 52,431,894
Land Acquisition (mitigation, property or easements)	\$ 1,862,000
Total Capital Cost (includes Feasibility Study)	\$ 62,406,775
Projected Sources of Funding	
Projected Authority (Cooperator) Funding or TBD	\$ 32,234,388
Projected SWFWMD Grant Funding	\$ 30,172,388
Projected State and Other Grant Funding	\$ -
Total	\$ 62,406,775

Note: Feasibility Studies are typically funded through planning assessments with a cooperative funding match and funds are collected and expended generally within the same period. Land Acquisition, Engineering Services and Construction expenses are typically financed through debt issuance.

Location Map or Concept Sketch

Challenges along this route will include crossing the Myakkahatchee Creek (above) and Myakka River (below) and minimizing impact on major transportation features like River Road (right) during construction. This project conceptually includes finished water storage, repumping and water quality adjustment capabilities.

Schedule	Prior Period	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	Future Period
Feasibility Study																						
Preliminary Engineering																						
Property and Easement Acquisition																						
Final Design & Permitting																						
Mitigation																						
Construction																						



Capital Improvements Plan/Capital Needs Assessment Project Description Sheet

Project Name or Title: Regional Integrated Loop - Phase 3C [Clark Rd. to University Pump Station]

Shorthand Identifier: T6

Project Location, Site or Route: Between Clark Road (SR 72) and Lakewood Ranch

Type of Project - Related to Major Purpose
(check multiple boxes if applicable)

<input type="checkbox"/> Raw Water Pumping, Storage or Conveyance	<input type="checkbox"/> ASR Systems
<input type="checkbox"/> Water Treatment	<input type="checkbox"/> General Buildings, Structures & Security
<input checked="" type="checkbox"/> Finished Water Storage and Pumping	<input type="checkbox"/> SCADA, ADAS or General IT Systems
<input checked="" type="checkbox"/> Finished Water Pipelines	<input type="checkbox"/> Roads and Sitework
<input checked="" type="checkbox"/> Plant Power, Switchgear, Fuel & Generator Sets	<input type="checkbox"/> Solid Residuals Management

Reference and Description of Need

The Phase 3C Regional Integrated Loop project will consist of a segment of approximately 20.8 miles of 24" to 42" diameter water main installed between Clark Road (SR72) northward to the University Pump Station. This project includes storage and booster pumping facilities at up to 2 locations. This project will largely complete a 66 mile linkage between the PRF and Manatee County and form the backbone of the regional transmission system. It will bolster flows between Sarasota and Manatee Counties and provide operational resilience and flexibility in serving growth in the region. A feasibility and routing study is currently underway for this project which will help further refine project needs and projected costs.

Does the Project Generate Additional Water Supply/Yield?

Yes If Yes, How Much? 0.00 MGD on AADD basis

No If Yes, any Requisite Companion Projects? none

Collective Capital Cost of Associated Projects NA

Participant Cost (inclusive of expected grant funds) NA

Effective Net Unit Capital Cost - cost per gallon of yield generated

Other (if Other, describe) _____

Project Classification: Transmission Water Supply System-Wide Benefit

Estimated Project Cost	
Feasibility Study	\$ 456,000
Engineering Services	\$ 11,681,228
Construction Cost	\$ 66,775,829
Land Acquisition (mitigation, property or easements)	\$ 8,666,000
Total Capital Cost (includes Feasibility Study)	\$ 87,579,057
Projected Sources of Funding	
Projected Authority (Cooperator) Funding or TBD	\$ 48,350,528
Projected SWFWMD Grant Funding	\$ 39,228,528
Projected State and Other Grant Funding	\$ -
Total	\$ 87,579,057

Note: Feasibility Studies are typically funded through planning assessments with a cooperative funding match and funds are collected and expended generally within the same period. Land Acquisition, Engineering Services and Construction expenses are typically financed through debt issuance.

Location Map or Concept Sketch

The Phase 3C Extension Regional Integrated Loop project will consist of a segment of approximately 20.8 miles of 24" to 42" diameter water main installed between Clark Road and the University Pump Station west of I-75. Phase 3C will provide significant north-south and east-west transmission capability. This project will convey regional flows from sources to the demand areas, significantly bolster resiliency to droughts and emergencies within the region and facilitate rotational supply management between surface and groundwater sources. Challenges along this route will include minimizing impact to the public in this highly urbanized setting, avoiding major transportation features and locating available property in this fast growing area for easements and the booster pumping stations. The configuration, location and capacity of these facilities is the subject of a Feasibility and Routing Study currently underway.

Schedule <i>(year starts on fiscal year calendar Oct 1st)</i>	Prior Period	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	Future Period	
		Feasibility Study																					
Preliminary Engineering																							
Property and Easement Acquisition																							
Final Design & Permitting																							
Mitigation																							
Construction																							



Capital Improvements Plan/Capital Needs Assessment Project Description Sheet

Project Name or Title: Replace Kings Highway Pipeline due to Road Widening

Shorthand Identifier: T4

Project Location, Site or Route: Kings Highway from Peace River Street to the Charlotte/DeSoto county line.

Type of Project - Related to Major Purpose
(check multiple boxes if applicable)


<input type="checkbox"/> Raw Water Pumping, Storage or Conveyance	<input type="checkbox"/> ASR Systems
<input type="checkbox"/> Water Treatment	<input type="checkbox"/> General Buildings, Structures & Security
<input type="checkbox"/> Finished Water Storage and Pumping	<input type="checkbox"/> SCADA, ADAS or General IT Systems
<input checked="" type="checkbox"/> Finished Water Pipelines	<input type="checkbox"/> Roads and Sitework
<input type="checkbox"/> Plant Power, Switchgear, Fuel & Generator Sets	<input type="checkbox"/> Solid Residuals Management

Project Classification: Transmission Water Supply System-Wide Benefit


Estimated Project Cost	
Feasibility Study	\$ -
Engineering Services	\$ 487,966
Construction Cost	\$ 2,311,821
Land Acquisition (mitigation, property or easements)	\$ 250,000
Total Capital Cost (includes Feasibility Study)	\$ 3,049,787
Projected Sources of Funding	
Projected Authority (Cooperator) Funding or TBD	\$ 3,049,787
Projected SWFWMD Grant Funding	\$ -
Projected State and Other Grant Funding	\$ -
Total	\$ 3,049,787

Note: Feasibility Studies are typically funded through planning assessments with a cooperative funding match and funds are collected and expended generally within the same period. Land Acquisition, Engineering Services and Construction expenses are typically financed through debt issuance.

Location Map or Concept Sketch



From Kings Highway at Peace River Street looking towards I-75 approximately 2.5 miles to the southwest.



From the I-75 Overpass looking northeast along Kings Highway (CR 769) Walmart is to the left and Sandhill Blvd. to the right.

Reference and Description of Need

The Kings Highway 24" Regional Transmission Main provides water to Charlotte and DeSoto Counties and was installed within the roadway right-of-way. The FDOT is planning to widen a portion of Kings Highway since it represents a significant arterial connector between Arcadia and Port Charlotte, is an area of growing commerce and land development and can serve as a major hurricane evacuation route. A significant portion of this pipeline will be replaced with the same size line in an easement or the revised right-of-way.

Does the Project Generate Additional Water Supply/Yield?

Yes If Yes, How Much? 0.00 MGD on AADD basis

No If Yes, any Requisite Companion Projects? none

Collective Capital Cost of Associated Projects NA

Participant Cost (inclusive of expected grant funds) NA

Effective Net Unit Capital Cost - cost per gallon of yield generated

Other (if Other, describe) _____

Schedule (year starts on fiscal year calendar Oct 1 st)	Prior Period	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	Future Period	
		Feasibility Study																					
Preliminary Engineering																							
Property and Easement Acquisition																							
Final Design & Permitting																							
Mitigation																							
Construction																							



Capital Improvements Plan/Capital Needs Assessment Project Description Sheet

Project Name or Title: Phase 3A Loop Pipeline Relocation Due to Laurel Road Widening
Shorthand Identifier: T14

Project Location, Site or Route: Kings Highway from the Peace River Facility to the County Line

Reference and Description of Need
The Phase 3A pipeline was installed in 2011 along the south side of Laurel Road east of Haul Road (Knights Trail Road). This is a rapidly developing area in Sarasota County and the City of Venice. Community leaders are in discussions to fund widening of Laurel Road eastward of Haul Road (Knights Trail Road). This may compel the Authority to relocate about 1.5 miles of the 48" diameter pipe further south to avoid resting beneath the asphalt travel lanes. Authority staff are collaborating with external stakeholders, including the City of Venice, to develop a plan to minimize construction impacts to the Phase 3A pipeline, however, until an alternate plan reaches fruition, the project is programmed here.

Type of Project - Related to Major Purpose
(check multiple boxes if applicable)

<input type="checkbox"/> Raw Water Pumping, Storage or Conveyance	<input type="checkbox"/> ASR Systems
<input type="checkbox"/> Water Treatment	<input type="checkbox"/> General Buildings, Structures & Security
<input type="checkbox"/> Finished Water Storage and Pumping	<input type="checkbox"/> SCADA, ADAS or General IT Systems
<input checked="" type="checkbox"/> Finished Water Pipelines	<input type="checkbox"/> Roads and Sitework
<input type="checkbox"/> Plant Power, Switchgear, Fuel & Generator Sets	<input type="checkbox"/> Solid Residuals Management

Does the Project Generate Additional Water Supply/Yield?

Yes If Yes, How Much? 0.00 MGD on AADD basis

No If Yes, any Requisite Companion Projects? none

Collective Capital Cost of Associated Projects NA

Participant Cost (inclusive of expected grant funds) NA

Effective Net Unit Capital Cost - cost per gallon of yield generated

Project Classification: Transmission Water Supply System-Wide Benefit

Other (if Other, describe) _____

Estimated Project Cost	
Feasibility Study	\$ -
Engineering Services	\$ 422,904
Construction Cost	\$ 2,630,202
Land Acquisition (mitigation, property or easements)	\$ 200,000
Total Capital Cost (includes Feasibility Study)	\$ 3,253,106
Projected Sources of Funding	
Projected Authority (Cooperator) Funding or TBD	\$ 3,253,106
Projected SWFWMD Grant Funding	\$ -
Projected State and Other Grant Funding	\$ -
Total	\$ 3,253,106

Note: Feasibility Studies are typically funded through planning assessments with a cooperative funding match and funds are collected and expended generally within the same period. Land Acquisition, Engineering Services and Construction expenses are typically financed through debt issuance.

Location Map or Concept Sketch





Far left photo, an aerial view of the 3A Pipe strung out along Laurel Road as it was being installed in 2010. Center photo, 48" diameter steel pipe being unloaded upon delivery. Above photo, workers in trench box joining 2

Schedule (year starts on fiscal year calendar Oct 1 st)	Prior Period	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	Future Period
	Feasibility Study																					
Preliminary Engineering			█																			
Property and Easement Acquisition			█	█																		
Final Design & Permitting				█	█																	
Mitigation																						
Construction						█	█															



Capital Improvements Plan/Capital Needs Assessment Project Description Sheet

Project Name or Title: Reservoir 1 Pump Station and Retaining Wall Rehab

Shorthand Identifier: B5

Project Location, Site or Route: At Reservoir # 1.

Type of Project - Related to Major Purpose
(check multiple boxes if applicable)

<input checked="" type="checkbox"/> Raw Water Pumping, Storage or Conveyance	<input type="checkbox"/> ASR Systems
<input type="checkbox"/> Water Treatment	<input checked="" type="checkbox"/> General Buildings, Structures & Security
<input type="checkbox"/> Finished Water Storage and Pumping	<input type="checkbox"/> SCADA, ADAS or General IT Systems
<input type="checkbox"/> Finished Water Pipelines	<input type="checkbox"/> Roads and Sitework
<input type="checkbox"/> Plant Power, Switchgear, Fuel & Generator Sets	<input type="checkbox"/> Solid Residuals Management

Reference and Description of Need

The Reservoir Pump Station building enclosure was constructed by GDU in the late 1970's. It is a CMU block structure built over a floating slab that spans a clearwell. A series of skylights provides roofing and the ability to pull VT pumps by crane. The building, roof system and confined spaces underneath the floor slab require refurbishment. Finally, the steel sheet pile retaining wall system which creates the buttressed walls are also severely corroded and have failed in sections and require replacement. This facility typically pumps 100% of the raw water to the PRF. Although we can pump directly from the river or backfeed by gravity from Reservoir # 2 if it is full, neither of those are sustainable solutions. This building and its retaining wall system require refurbishment.

Does the Project Generate Additional Water Supply/Yield?

Yes If Yes, How Much? 0.00 MGD on AADD basis

No If Yes, any Requisite Companion Projects? none

Collective Capital Cost of Associated Projects NA

Participant Cost (inclusive of expected grant funds) NA




Effective Net Unit Capital Cost - cost per gallon of yield generated

Project Classification: Transmission Water Supply System-Wide Benefit (if Other, describe) _____

Estimated Project Cost	
Feasibility Study	\$ -
Engineering Services	\$ 365,974
Construction Cost	\$ 2,073,855
Land Acquisition (mitigation, property or easements)	\$ -
Total Capital Cost (includes Feasibility Study)	\$ 2,439,829
Projected Sources of Funding	
Projected Authority (Cooperator) Funding or TBD	\$ 2,439,829
Projected SWFWMD Grant Funding	\$ -
Projected State and Other Grant Funding	\$ -
Total	\$ 2,439,829

Note: Feasibility Studies are typically funded through planning assessments with a cooperative funding match and funds are collected and expended generally within the same period. Land Acquisition, Engineering Services and Construction expenses are typically financed through debt issuance.

Location Map or Concept Sketch

Reservoir # 2 drains by gravity to Reservoir # 1 and the Reservoir Pump Station then pumps all water from both reservoirs to the PRF for treatment

Failed span of sheet pile from 2003, this was subsequently replaced

Typical step cracks in walls

Reservoir Pump Station and north retaining wall system

Schedule <i>(year starts on fiscal year calendar Oct 1st)</i>	Prior Period	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	Future Period	
		Feasibility Study																					
Preliminary Engineering																							
Property and Easement Acquisition																							
Final Design & Permitting																							
Mitigation																							
Construction																							



Capital Improvements Plan/Capital Needs Assessment Project Description Sheet

Project Name or Title: PRF Expansion - Minor (Previously Phase 2 Capacity Increase)

Shorthand Identifier: S1

Project Location, Site or Route: At the Peace River Facility.

Reference and Description of Need

The Phase 2 Capacity Expansion reflects modifications to the PRF to increase the permitted capacity of existing treatment units at the facility, and, along with the new reservoir, generate 15 MGD AADF of annual safe yield. This work may include uprating Plants 3 & 4 and adding additional coagulation and sedimentation capacity to Plant 1 along with its uprating as well. The reservoir feasibility study underway will define the total treatment capacity needed to reliably meet safe yield objectives. From those results, if it is not possible to meet allocation delivery goals by just uprating existing treatment trains, new capacity may be needed in addition to optimizing existing facilities.

Type of Project - Related to Major Purpose
(check multiple boxes if applicable)

<input type="checkbox"/> Raw Water Pumping, Storage or Conveyance	<input checked="" type="checkbox"/> ASR Systems
<input checked="" type="checkbox"/> Water Treatment	<input type="checkbox"/> General Buildings, Structures & Security
<input checked="" type="checkbox"/> Finished Water Storage and Pumping	<input type="checkbox"/> SCADA, ADAS or General IT Systems
<input type="checkbox"/> Finished Water Pipelines	<input type="checkbox"/> Roads and Sitework
<input checked="" type="checkbox"/> Plant Power, Switchgear, Fuel & Generator Sets	<input checked="" type="checkbox"/> Solid Residuals Management

Does the Project Generate Additional Water Supply/Yield?

Yes If Yes, How Much? 15.00 MGD on AADD basis

No If Yes, any Requisite Companion Projects? S2a

Collective Capital Cost of Associated Projects \$ 282,867,744

Participant Cost (inclusive of expected grant funds) \$ 149,496,372

Effective Net Unit Capital Cost \$ 9.97 cost per gallon of yield generated


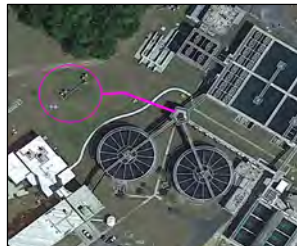
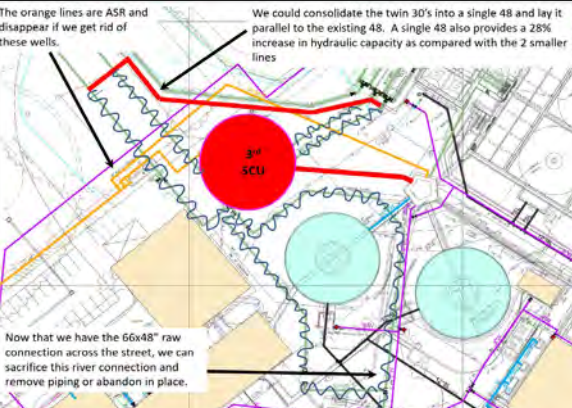
Project Classification: Transmission **Water Supply** System-Wide Benefit

Other (if Other, describe) _____

Estimated Project Cost	
Feasibility Study	\$ -
Engineering Services	\$ 2,287,340
Construction Cost	\$ 34,539,253
Land Acquisition (mitigation, property or easements)	\$ 25,000
Total Capital Cost (includes Feasibility Study)	\$ 36,851,593
Projected Sources of Funding	
Projected Authority (Cooperator) Funding or TBD	\$ 18,438,296
Projected SWFWMD Grant Funding	\$ 18,413,296
Projected State and Other Grant Funding	\$ -
Total	\$ 36,851,593

Note: Feasibility Studies are typically funded through planning assessments with a cooperative funding match and funds are collected and expended generally within the same period. Land Acquisition, Engineering Services and Construction expenses are typically financed through debt issuance.

Location Map or Concept Sketch

The orange lines are ASR and disappear if we get rid of these wells.

We could consolidate the twin 30's into a single 48 and lay it parallel to the existing 48. A single 48 also provides a 28% increase in hydraulic capacity as compared with the 2 smaller lines.

Now that we have the 66x48" raw connection across the street, we can sacrifice this river connection and remove piping or abandon in place.

Schedule <i>(year starts on fiscal year calendar Oct 1st)</i>	Prior Period	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	Future Period	
		Feasibility Study																					
Preliminary Engineering																							
Property and Easement Acquisition																							
Final Design & Permitting																							
Mitigation																							
Construction																							



Capital Improvements Plan/Capital Needs Assessment Project Description Sheet

Project Name or Title: Regional Acquisition of Project Prairie Pumping and Storage Facility

Shorthand Identifier: SS

Project Location, Site or Route: Along US 17 near the DeSoto/Charlotte County line

Type of Project - Related to Major Purpose
(check multiple boxes if applicable)

<input type="checkbox"/> Raw Water Pumping, Storage or Conveyance	<input type="checkbox"/> ASR Systems
<input type="checkbox"/> Water Treatment	<input checked="" type="checkbox"/> General Buildings, Structures & Security
<input checked="" type="checkbox"/> Finished Water Storage and Pumping	<input checked="" type="checkbox"/> SCADA, ADAS or General IT Systems
<input type="checkbox"/> Finished Water Pipelines	<input type="checkbox"/> Roads and Sitework
<input type="checkbox"/> Plant Power, Switchgear, Fuel & Generator Sets	<input type="checkbox"/> Solid Residuals Management

Reference and Description of Need

The Project Prairie Site is also known as the DeSoto County South Booster Pump Station. This facility is a critical storage and repumping lynchpin between Punta Gorda to the south and the City of Arcadia to the north. Authority acquisition of this facility from the County will bring operation of this remote, unmanned facility under unified, remote and automated control from the Peace River Facility and will: insure better reliability, promote more effective storage and transfer of water supplies and insure greater water quality consistency. With some pipe and pumping changes and upgrades, the additional storage and repumping capability enhances regional system supply resiliency and operational flexibility.

Does the Project Generate Additional Water Supply/Yield?

Yes If Yes, How Much? 0.00 MGD on AADD basis

No If Yes, any Requisite Companion Projects? none

Collective Capital Cost of Associated Projects NA

Participant Cost (inclusive of expected grant funds) NA

Effective Net Unit Capital Cost - cost per gallon of yield generated

Project Classification: Transmission Water Supply System-Wide Benefit Other (if Other, describe) _____

Estimated Project Cost	
Feasibility Study	\$ -
Engineering Services	\$ 76,500
Construction Cost	\$ 450,500
Land Acquisition (mitigation, property or easements)	\$ 748,000
Total Capital Cost (includes Feasibility Study)	\$ 1,275,000
Projected Sources of Funding	
Projected Authority (Cooperator) Funding or TBD	\$ 637,500
Projected SWFWMD Grant Funding	\$ 637,500
Projected State and Other Grant Funding	\$ -
Total	\$ 1,275,000

Note: Feasibility Studies are typically funded through planning assessments with a cooperative funding match and funds are collected and expended generally within the same period. Land Acquisition, Engineering Services and Construction expenses are typically financed through debt issuance.

Location Map or Concept Sketch




'Project Prairie' received its unique identifier from the confidential negotiations DeSoto County had with a then-secret conglomerate looking to place a large commercial development in southwestern DeSoto County. The County was able to win-out in competition with other candidate sites in SW Florida and Walmart would go on to build Distribution Center 7023 at this site (shown above and to the left).

There was no municipal supply at this location at the time, the County agreed to build a groundwater facility complete with RO treatment, storage and pumping in 2004 as a bridge until the Regional Transmission System could be extended 5 miles to the area. The regional system arrived shortly thereafter and has served as the source of water supply since. The facility provides 0.5 MG of finished water ground storage capacity and the ability to booster pump water north to the City of Arcadia. Improvements planned to the 16 year old facility will expand pumping capability significantly and piping changes will enable water to be received and transferred from the north (Peace River Facility or City of Arcadia) or the south (City of Punta

Schedule <small>(year starts on fiscal year calendar Oct 1st)</small>	Prior Period	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	Future Period
		Feasibility Study																				
Preliminary Engineering																						
Property and Easement Acquisition																						
Final Design & Permitting																						
Mitigation																						
Construction																						



Capital Improvements Plan/Capital Needs Assessment Project Description Sheet

Project Name or Title: Water Resources/Construction Department Building

Shorthand Identifier: B3

Project Location, Site or Route: Near Reservoir No 1.

Type of Project - Related to Major Purpose
(check multiple boxes if applicable)

<input type="checkbox"/> Raw Water Pumping, Storage or Conveyance	<input type="checkbox"/> ASR Systems
<input type="checkbox"/> Water Treatment	<input checked="" type="checkbox"/> General Buildings, Structures & Security
<input type="checkbox"/> Finished Water Storage and Pumping	<input type="checkbox"/> SCADA, ADAS or General IT Systems
<input type="checkbox"/> Finished Water Pipelines	<input type="checkbox"/> Roads and Sitework
<input type="checkbox"/> Plant Power, Switchgear, Fuel & Generator Sets	<input type="checkbox"/> Solid Residuals Management

Reference and Description of Need

The Water Resources office is a converted ranch-style caretaker/hunting lodge built in the 1960's by a developer. The structure, owned by SWFWMD, sat mostly empty for about 20 years and had fallen into disrepair and the Authority had received approval from the District to raze it so that it would not attract vandals. Later it was decided to utilize the building for office space during construction of Reservoir # 2 in 2007 and this space has since housed our Water Resources and Construction Departments. The building, now 60 years old, needs major refurbishment. Considering extensive building code issues involved with updating this building, staff believe it more prudent and cost effective to construct a new building instead.

Does the Project Generate Additional Water Supply/Yield?

Yes If Yes, How Much? 0.00 MGD on AADD basis

No If Yes, any Requisite Companion Projects? none

Collective Capital Cost of Associated Projects NA

Participant Cost (inclusive of expected grant funds) NA


Effective Net Unit Capital Cost - cost per gallon of yield generated



Project Classification: Transmission Water Supply System-Wide Benefit Other (if Other, describe) _____

Estimated Project Cost	
Feasibility Study	\$ -
Engineering Services	\$ 300,000
Construction Cost	\$ 1,200,000
Land Acquisition (mitigation, property or easements)	\$ -
Total Capital Cost (includes Feasibility Study)	\$ 1,500,000
Projected Sources of Funding	
Projected Authority (Cooperator) Funding or TBD	\$ 1,447,500
Projected SWFWMD Grant Funding	\$ -
Projected State and Other Grant Funding	\$ -
Total	\$ 1,447,500



Note: Feasibility Studies are typically funded through planning assessments with a cooperative funding match and funds are collected and expended generally within the same period. Land Acquisition, Engineering Services and Construction expenses are typically financed through debt issuance.

Location Map or Concept Sketch



Photos from 2007, structure largely had sat vacant for 20+

Current Photo

The 'Ranch House' was built by a developer in the 1960's to house a caretaker and it was believed the site was also used to also entertain investors and company officers with hunting trips in the 1960's and 70's. The building was originally constructed with a front and back patio. It was equipped with a kitchen area, central fire pit, several bunkrooms and bathrooms on either end. When the Authority converted this structure to office space in 2007, the back patio was enclosed and converted to interior space, the firepit was filled in and the chimney sealed. Half a dozen staff are based in the main building, some of them splitting time between this location and the more northern Lakewood Ranch office. Two additional staff are housed in the ancillary detached shed, which was renovated.

Schedule <i>(year starts on fiscal year calendar Oct 1st)</i>	Prior Period	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	Future Period	
		Feasibility Study																					
Preliminary Engineering																							
Property and Easement Acquisition																							
Final Design & Permitting																							
Mitigation																							
Construction																							



Capital Improvements Plan/Capital Needs Assessment Project Description Sheet

Project Name or Title: Raw Water ASR [Pilot Testing, Permitting, Implementation]
Shorthand Identifier: A1

Project Location, Site or Route: At the Peace River Facility (and associated property holdings either fee simple or via permanent easements)

Type of Project - Related to Major Purpose
(check multiple boxes if applicable)

<input checked="" type="checkbox"/> Raw Water Pumping, Storage or Conveyance	<input checked="" type="checkbox"/> ASR Systems
<input type="checkbox"/> Water Treatment	<input type="checkbox"/> General Buildings, Structures & Security
<input type="checkbox"/> Finished Water Storage and Pumping	<input type="checkbox"/> SCADA, ADAS or General IT Systems
<input type="checkbox"/> Finished Water Pipelines	<input type="checkbox"/> Roads and Sitework
<input type="checkbox"/> Plant Power, Switchgear, Fuel & Generator Sets	<input type="checkbox"/> Solid Residuals Management

Reference and Description of Need

The raw water ASR project consists of pilot testing, permitting, design and construction of facilities to partially treat raw water from the reservoirs and inject it below ground in the ASR system. The expected benefits of this program would be significant operational cost savings because the water injected below ground would no longer have to go through potable water treatment first. This would leverage our injection capability, improve recovered water quality and free up treatment capacity at the water treatment plant providing additional operational flexibility. Permitting hurdles are hindering implementation at this time. If there are positive developments, the project may be accelerated.

Does the Project Generate Additional Water Supply/Yield?

Yes If Yes, How Much? 0.00 MGD on AADD basis

No If Yes, any Requisite Companion Projects? none

Collective Capital Cost of Associated Projects NA

Participant Cost (inclusive of expected grant funds) NA

Effective Net Unit Capital Cost - cost per gallon of yield generated

Project Classification: Transmission Water Supply System-Wide Benefit Other (if Other, describe) _____

Estimated Project Cost	
Feasibility Study	\$ 225,000
Engineering Services	\$ 1,518,794
Construction Cost	\$ 6,918,950
Land Acquisition (mitigation, property or easements)	\$ -
Total Capital Cost (includes Feasibility Study)	\$ 8,662,744
Projected Sources of Funding	
Projected Authority (Cooperator) Funding or TBD	\$ 4,443,872
Projected SWFWMD Grant Funding	\$ 4,218,872
Projected State and Other Grant Funding	\$ -
Total	\$ 8,662,744

Note: Feasibility Studies are typically funded through planning assessments with a cooperative funding match and funds are collected and expended generally within the same period. Land Acquisition, Engineering Services and Construction expenses are typically financed through debt issuance.

Location Map or Concept Sketch

FIGURE 3
WF2 Site Plan
CH2MHILL

Schedule (year starts on fiscal year calendar Oct 1 st)	Prior Period	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	Future Period	
		Feasibility Study																					
Preliminary Engineering																							
Property and Easement Acquisition																							
Final Design & Permitting																							
Mitigation																							
Construction																							



Vision Statement

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

Mission Statement

To provide the region with a high-quality, safe drinking water supply that is reliable, sustainable and protective of our natural resources now and into the future.

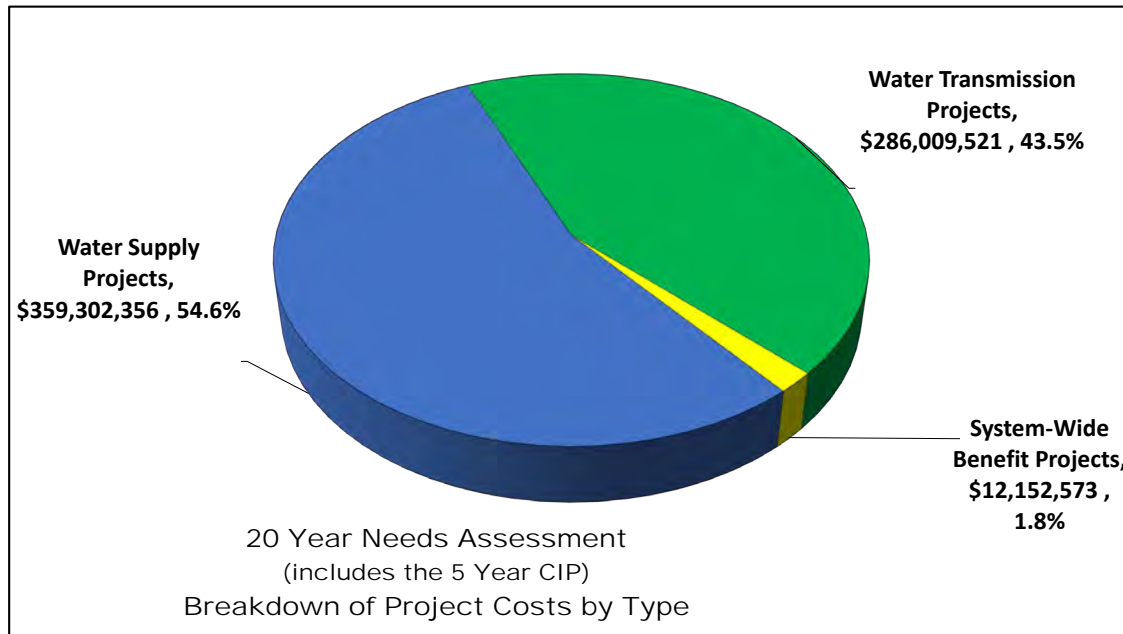
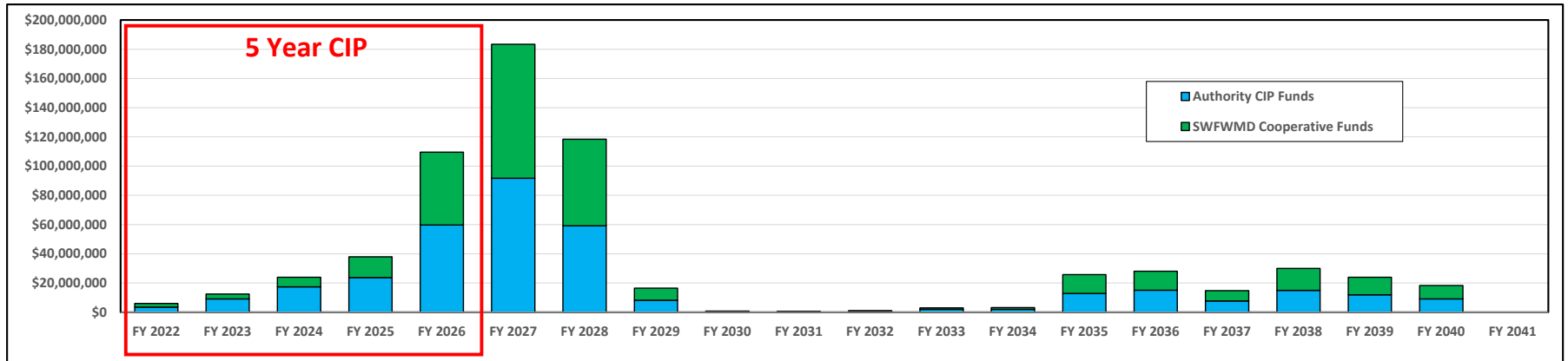


**20-Year Capital Needs Assessment
Fiscal Period: 2022 - 2041**





20 Year Capital Needs Assessment Summary by Year and Type of Project (includes the 5-Year CIP)



Total Investment Planned Over the Period	\$ 657,464,450	<i>excludes prior year and feasibility study costs</i>	\$90,993,610	<i>identified beyond the 20-year horizon</i>
Anticipated Offsetting Grant Funding	\$ 307,541,119	<i>excludes prior year and feasibility study costs</i>	\$45,321,805	<i>identified beyond the 20-year horizon</i>



Capital Improvement Plan/Capital Needs Assessment Project Description Sheet

Project Name or Title: Replace 12" PVC Line

Shorthand Identifier: T8

Project Location, Site or Route: This Pipeline runs near the DeSoto/Charlotte County lines.

Type of Project - Related to Major Purpose
(check multiple boxes if applicable)

<input type="checkbox"/> Raw Water Pumping, Storage or Conveyance	<input type="checkbox"/> ASR Systems
<input type="checkbox"/> Water Treatment	<input type="checkbox"/> General Buildings, Structures & Security
<input type="checkbox"/> Finished Water Storage and Pumping	<input type="checkbox"/> SCADA, ADAS or General IT Systems
<input checked="" type="checkbox"/> Finished Water Pipelines	<input type="checkbox"/> Roads and Sitework
<input type="checkbox"/> Plant Power, Switchgear, Fuel & Generator Sets	<input type="checkbox"/> Solid Residuals Management

Reference and Description of Need

This approximately 1.5 mile long pipeline interconnects the 24" Kings Highway Transmission Main, the 36" Southern Regional Transmission Main and the 42" Phase 2a Regional Loop Interconnect. It serves as a valuable intertie which can provide a backup water feed to Lake Suzy and Charlotte County in the event of a main break on the larger lines. It also helps to equalize system flow and provides operational flexibility during major pipeline construction projects. The current pipeline was installed by GDU, it is PVC pipe nearly 40 years old, does not have adequate cover depth in many areas, it will be replaced with a larger diameter pipeline.

Does the Project Generate Additional Water Supply/Yield?

Yes If Yes, How Much? 0.00 MGD on AADD basis

No If Yes, any Requisite Companion Projects? none

Collective Capital Cost of Associated Projects NA

Participant Cost (inclusive of expected grant funds) NA

Effective Net Unit Capital Cost - cost per gallon of yield generated

Project Classification: Transmission Water Supply System-Wide Benefit

Other (if Other, describe) _____

Estimated Project Cost	
Feasibility Study	\$ -
Engineering Services	\$ 559,128
Construction Cost	\$ 1,782,362
Land Acquisition (mitigation, property or easements)	\$ 200,000
Total Capital Cost (includes Feasibility Study)	\$ 2,541,490
Projected Sources of Funding	
Projected Authority (Cooperator) Funding or TBD	\$ 2,541,490
Projected SWFWMD Grant Funding	\$ -
Projected State and Other Grant Funding	\$ -
Total	\$ 2,541,490

Note: Feasibility Studies are typically funded through planning assessments with a cooperative funding match and funds are collected and expended generally within the same period. Land Acquisition, Engineering Services and Construction expenses are typically financed through debt issuance.

Location Map or Concept Sketch

Although small by today's standards, this 12" diameter interconnect line was the primary feed to Lake Suzy and parts of Deep Creek in DeSoto and Charlotte Counties, respectively through about 2005. This line runs along the edge of a relic wastewater treatment sprayfield and airstrip north of the Kingsway development and ties together three major transmission mains.

Schedule (year starts on fiscal year calendar Oct 1 st)	Prior Period	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	Future Period	
		Feasibility Study																					
Preliminary Engineering																							
Property and Easement Acquisition																							
Final Design & Permitting																							
Mitigation																							
Construction																							



Capital Improvement Plan/Capital Needs Assessment Project Description Sheet

Project Name or Title: 5 MGD Brackish Water RO Facility at PRF

Shorthand Identifier: S4

Project Location, Site or Route: At the Peace River Facility (and associated property holdings either fee simple or via permanent easements)

Type of Project - Related to Major Purpose
(check multiple boxes if applicable)

<input type="checkbox"/> Raw Water Pumping, Storage or Conveyance	<input type="checkbox"/> ASR Systems
<input checked="" type="checkbox"/> Water Treatment	<input checked="" type="checkbox"/> General Buildings, Structures & Security
<input checked="" type="checkbox"/> Finished Water Storage and Pumping	<input checked="" type="checkbox"/> SCADA, ADAS or General IT Systems
<input type="checkbox"/> Finished Water Pipelines	<input type="checkbox"/> Roads and Sitework
<input checked="" type="checkbox"/> Plant Power, Switchgear, Fuel & Generator Sets	<input type="checkbox"/> Solid Residuals Management

Reference and Description of Need

This alternative water supply project would add 5 MGD AADD of safe yield to the regional system and also add a measure of drought resiliency to the regional water supply network. Brackish groundwater would be withdrawn from the Intermediate Aquifer and the Avon Park formation in the Floridan Aquifer. Reverse osmosis treatment membranes operating at an overall efficiency of 80% would be employed. Reject concentrate would be injected to a permeable zone well below the Avon Park zone. This project includes a combined clearwell for blending control.

Does the Project Generate Additional Water Supply/Yield?

Yes If Yes, How Much? 5.00 MGD on AADD basis

No If Yes, any Requisite Companion Projects? none

Collective Capital Cost of Associated Projects \$ 51,541,400

Participant Cost (inclusive of expected grant funds) \$ 26,020,700

Effective Net Unit Capital Cost \$ 5.20 cost per gallon of yield generated

Project Classification: Transmission **Water Supply** System-Wide Benefit Other (if Other, describe) _____

Estimated Project Cost	
Feasibility Study	\$ 500,000
Engineering Services	\$ 6,715,796
Construction Cost	\$ 44,325,604
Land Acquisition (mitigation, property or easements)	\$ -
Total Capital Cost (includes Feasibility Study)	\$ 51,541,400
Projected Sources of Funding	
Projected Authority (Cooperator) Funding or TBD	\$ 26,020,700
Projected SWFWMD Grant Funding	\$ 25,520,700
Projected State and Other Grant Funding	\$ -
Total	\$ 51,541,400

Note: Feasibility Studies are typically funded through planning assessments with a cooperative funding match and funds are collected and expended generally within the same period. Land Acquisition, Engineering Services and Construction expenses are typically financed through debt issuance.

Location Map or Concept Sketch

Preliminary Investigation of Brackish Groundwater Development Opportunities at the Peace River Facility

Groundwater Resource Evaluation

Prepared for: **FLORIDA STATE WATER BOARD**

Prepared by: **CH2M HILL**

In association with: **AECOM**

January 2012

Typical RO systems have arrays or modules of vertically stacked pressure vessels, leading to a compact overall site footprint

Typical RO system sampling panel allows for samples to be collected between stages for feed water, product (permeate) and reject (concentrate) streams

Schedule (year starts on fiscal year calendar Oct 1 st)	Prior Period	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	Future Period
		Feasibility Study																				
Preliminary Engineering																						
Property and Easement Acquisition																						
Final Design & Permitting																						
Mitigation																						
Construction																						



Capital Improvement Plan/Capital Needs Assessment Project Description Sheet

Project Name or Title: Regional Integrated Loop - Phase 2D [US 41 to Englewood Water District includes Pump Station]

Shorthand Identifier: T11

Project Location, Site or Route: Extension of the Regional Loop System from US 41 to the Englewood Water District at Keyway Road and SR 776

Type of Project - Related to Major Purpose
(check multiple boxes if applicable)

<input type="checkbox"/> Raw Water Pumping, Storage or Conveyance	<input type="checkbox"/> ASR Systems
<input type="checkbox"/> Water Treatment	<input type="checkbox"/> General Buildings, Structures & Security
<input checked="" type="checkbox"/> Finished Water Storage and Pumping	<input type="checkbox"/> SCADA, ADAS or General IT Systems
<input checked="" type="checkbox"/> Finished Water Pipelines	<input type="checkbox"/> Roads and Sitework
<input type="checkbox"/> Plant Power, Switchgear, Fuel & Generator Sets	<input type="checkbox"/> Solid Residuals Management

Reference and Description of Need

This pipeline project is comprised of 12.5 miles of pipe tentatively sized as 24" diameter running from the Phase 2B regional loop pipeline near River Road and US 41 to the Englewood Water District. This segment completes a plant-to-plant connection that will boost local and regional resiliency and facilitate transfer of water in either direction. It would also facilitate local government deliveries to a rapidly growing area of south county, west of I-75. The project includes a pump station and storage elements as well as chemical trim facilities.

Does the Project Generate Additional Water Supply/Yield?

Yes If Yes, How Much? 0.00 MGD on AADD basis

No If Yes, any Requisite Companion Projects? _____

Collective Capital Cost of Associated Projects NA

Participant Cost (inclusive of expected grant funds) NA

Effective Net Unit Capital Cost - cost per gallon of yield generated

Project Classification: Transmission Water Supply System-Wide Benefit Other (if Other, describe) _____

Estimated Project Cost	
Feasibility Study	\$ 300,000
Engineering Services	\$ 4,647,669
Construction Cost	\$ 26,713,794
Land Acquisition (mitigation, property or easements)	\$ 1,323,000
Total Capital Cost (includes Feasibility Study)	\$ 32,984,463
Projected Sources of Funding	
Projected Authority (Cooperator) Funding or TBD	\$ 17,303,731
Projected SWFWMD Grant Funding	\$ 15,680,731
Projected State and Other Grant Funding	\$ -
Total	\$ 32,984,463

Note: Feasibility Studies are typically funded through planning assessments with a cooperative funding match and funds are collected and expended generally within the same period. Land Acquisition, Engineering Services and Construction expenses are typically financed through debt issuance.

Location Map or Concept Sketch

Interconnection to the Englewood Water District (EWD) is already accomplished through minor arterial distribution lines in member/customer systems. However, connecting this source of supply to the regional integrated system is mutually beneficial to the region and EWD. In times of drought or emergencies, plant-to-plant connections bolster regional resiliency. And an important benefit to EWD is that since groundwater quantities are limited and many coastal desalination systems are currently facing increasingly poor groundwater quality due to salt water intrusion, this pipeline importantly gives EWD an alternate, reliable source of supply.

Schedule (year starts on fiscal year calendar Oct 1 st)	Prior Period	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	Future Period
	Feasibility Study																					
Preliminary Engineering																						
Property and Easement Acquisition																						
Final Design & Permitting																						
Mitigation																						
Construction																						



Capital Improvement Plan/Capital Needs Assessment Project Description Sheet

Project Name or Title: Regional Integrated Loop - Phase 4 [Cleveland to Burnt Store Facility includes Pump Station]
Shorthand Identifier: T12

Project Location, Site or Route: From the Regional System near the City of Punta Gorda to the Burnt Store WTP.

Reference and Description of Need
The Phase 4 Regional Integrated Loop project comprises approximately 15 miles of 24 inch water line commencing at the Burnt Store WTP and extending north to the Authority's Phase 1A transmission main on the south side of the Peace River in the town of Cleveland on the outskirts of Punta Gorda. This completes a link between the Burnt Store WTP and the remainder of the regional loop system allowing water to flow in either direction boosting system resiliency and sustainability. This project also includes storage and pumping elements.

Type of Project - Related to Major Purpose
(check multiple boxes if applicable)

<input type="checkbox"/> Raw Water Pumping, Storage or Conveyance	<input type="checkbox"/> ASR Systems
<input type="checkbox"/> Water Treatment	<input type="checkbox"/> General Buildings, Structures & Security
<input checked="" type="checkbox"/> Finished Water Storage and Pumping	<input type="checkbox"/> SCADA, ADAS or General IT Systems
<input checked="" type="checkbox"/> Finished Water Pipelines	<input type="checkbox"/> Roads and Sitework
<input type="checkbox"/> Plant Power, Switchgear, Fuel & Generator Sets	<input type="checkbox"/> Solid Residuals Management

Does the Project Generate Additional Water Supply/Yield?

Yes If Yes, How Much? 0.00 MGD on AADD basis

No If Yes, any Requisite Companion Projects? none

Collective Capital Cost of Associated Projects NA

Participant Cost (inclusive of expected grant funds) NA

Effective Net Unit Capital Cost - cost per gallon of yield generated

Project Classification: Transmission Water Supply System-Wide Benefit Other (if Other, describe) _____

Estimated Project Cost	
Feasibility Study	\$ 200,000
Engineering Services	\$ 5,307,000
Construction Cost	\$ 29,811,336
Land Acquisition (mitigation, property or easements)	\$ 1,395,000
Total Capital Cost (includes Feasibility Study)	\$ 36,713,336
Projected Sources of Funding	
Projected Authority (Cooperator) Funding or TBD	\$ 19,154,168
Projected SWFWMD Grant Funding	\$ 17,559,168
Projected State and Other Grant Funding	\$ -
Total	\$ 36,713,336

Note: Feasibility Studies are typically funded through planning assessments with a cooperative funding match and funds are collected and expended generally within the same period. Land Acquisition, Engineering Services and Construction expenses are typically financed through debt issuance.

Location Map or Concept Sketch

Phase 4 ties in the Burnt Store WTP in with the Regional System

Schedule	Prior Period	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	Future Period
Feasibility Study																						
Preliminary Engineering																						
Property and Easement Acquisition																						
Final Design & Permitting																						
Mitigation																						
Construction																						



Capital Improvement Plan/Capital Needs Assessment Project Description Sheet

Project Name or Title: ASR Wellfield Expansion

Shorthand Identifier: A2

Project Location, Site or Route: At the Peace River Facility (and associated property holdings either fee simple or via permanent easements)

Type of Project - Related to Major Purpose
(check multiple boxes if applicable)

<input type="checkbox"/> Raw Water Pumping, Storage or Conveyance	<input checked="" type="checkbox"/> ASR Systems
<input type="checkbox"/> Water Treatment	<input type="checkbox"/> General Buildings, Structures & Security
<input type="checkbox"/> Finished Water Storage and Pumping	<input type="checkbox"/> SCADA, ADAS or General IT Systems
<input type="checkbox"/> Finished Water Pipelines	<input type="checkbox"/> Roads and Sitework
<input type="checkbox"/> Plant Power, Switchgear, Fuel & Generator Sets	<input type="checkbox"/> Solid Residuals Management

Reference and Description of Need

Success for the Peace River Facility is based upon capitalizing on seasonal storage and can either be accomplished with raw water off-stream reservoirs, or currently, as potable water ASR wells. The Authority has been an advocate for raw water ASR due to reduced operational costs and heightened operational efficiency and flexibility. Raw water (or partially treated) surface water will make ASR a more effective alternative, however, even without a permitting status change to allow raw water ASR, ASR remains an effective, reliable storage mechanism. This project will bring another 12 ASR wells online but will likely involve a layered approach with some aquifer recharge wells into the formation immediately under the current Suwannee storage formation.

Does the Project Generate Additional Water Supply/Yield?

Yes If Yes, How Much? 3.00 MGD on AADD basis

No If Yes, any Requisite Companion Projects? none

Collective Capital Cost of Associated Projects \$ 25,618,211

Participant Cost (inclusive of expected grant funds) \$ 12,859,106

Effective Net Unit Capital Cost \$ 4.29 cost per gallon of yield generated

Project Classification: Transmission Water Supply System-Wide Benefit Other (if Other, describe) _____

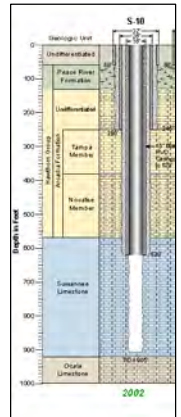
Estimated Project Cost	
Feasibility Study	\$ -
Engineering Services	\$ 4,098,914
Construction Cost	\$ 21,419,297
Land Acquisition (mitigation, property or easements)	\$ 100,000
Total Capital Cost (includes Feasibility Study)	\$ 25,618,211
Projected Sources of Funding	
Projected Authority (Cooperator) Funding or TBD	\$ 12,859,106
Projected SWFWMD Grant Funding	\$ 12,759,106
Projected State and Other Grant Funding	\$ -
Total	\$ 25,618,211

Note: Feasibility Studies are typically funded through planning assessments with a cooperative funding match and funds are collected and expended generally within the same period. Land Acquisition, Engineering Services and Construction expenses are typically financed through debt issuance.

Location Map or Concept Sketch



System storage is the key to sustainability and the Authority maintains 21 ASR wells for storing finished water. This is one of the largest potable water ASR systems in the world and the largest west of the Mississippi. The Authority can actually store more water below ground than it can in its off-stream reservoirs.



Schedule	Prior Period	Year																				Future Period
		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	
Feasibility Study																						
Preliminary Engineering																						
Property and Easement Acquisition																						
Final Design & Permitting																						
Mitigation																						
Construction																						



Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, FL 34202
Phone: (941) 316-1776
Fax: (941) 316-1772
PeaceRiver@RegionalWater.org



PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
March 31, 2021

REGULAR AGENDA
ITEM 5

Budget Considerations for FY 2022

Presenter - Patrick Lehman, Executive Director

Recommended Action - **Board Direction** of budget considerations for FY 2022 Budget.

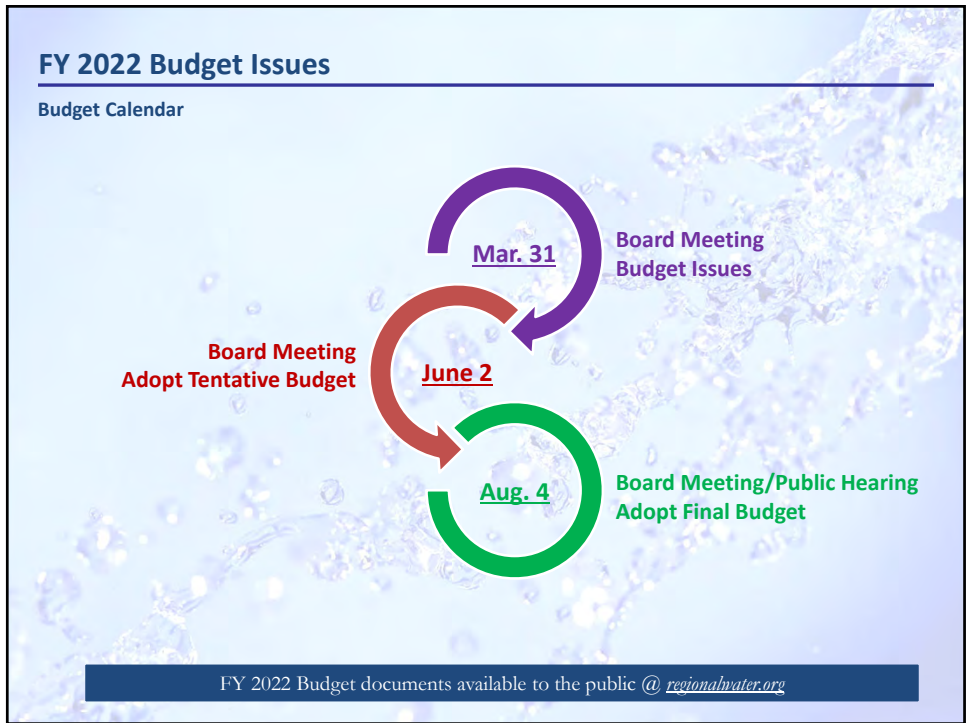
Staff will provide budget considerations for Board direction in preparation of the Budget for FY 2022.

Attachments:

Presentation Materials



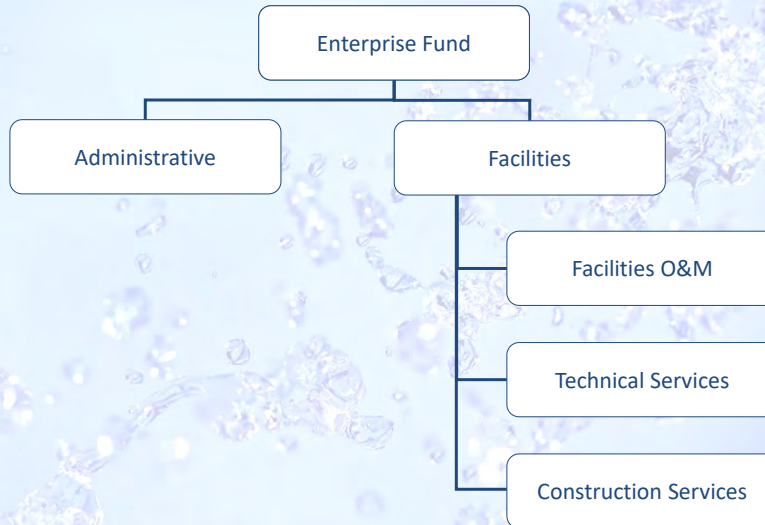
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2

FY 2022 Budget Issues

Enterprise Fund Chart



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FY 2022 Budget Issues

Budget/Rate Resolution

- Board Adopts Annual Budget
 - Public Hearing at Regular scheduled Board Meeting – August 4, 2021
 - Adopts Water Rates and Fees by Resolution
- Rates, Fees and Charges Adopted by Resolution
 - Water Rate
 - Water charge to users (Charlotte, DeSoto, Sarasota and North Port)
 - Member Fee
 - Administrative fees to members (Charlotte, DeSoto, Manatee and Sarasota)
 - Planning Assessment
 - Cost for future planning (Charlotte, DeSoto, Manatee, Sarasota and North Port)
 - Interconnect Water Charge
 - Water charge to users not a Customer by MWSC

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FY 2022 Budget Issues

Key Expenditures

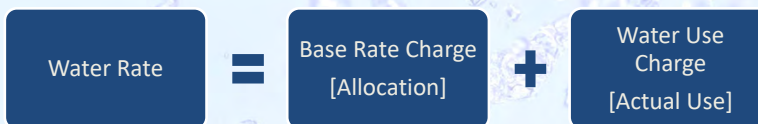
- Operations & Maintenance
 - FY 2022 O&M Expenses projected to be stable, reflecting inflation impact for specific line items (chemical and power largest expenditures)
 - Two new Personnel positions to achieve Strategic Plan goals and objectives
 - Water quality chemist in laboratory
 - Outreach Coordinator to strengthen public and agency communication
- Other Rate Related Expenditures
 - Contribution to R&R Reserve to meet strategic goal
 - Contribution to Disaster Recovery Reserve to meet Board policy
 - Continuing SWFWMD Cooperative Funding Initiative Projects (in accordance with FY 2021 two-year funding plan set by the Board)
 - Peace River Reservoir No. 3 (PR³) Siting and Feasibility Study
 - Regional Loop 2B & 2C Routing and Feasibility Study
 - Regional Loop 3C Routing and Feasibility Study
 - SWFWMD Cooperative Funding Initiative Project (New for FY 2022)
 - Regional Acquisition of the Project Prairie Pumping and Storage Facilities
 - Peace River Regional Reservoir No. 3 (PR³)

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FY 2022 Budget Issues

Water Rate

Water Rate is established by resolution of the Authority for the sale of water and comprised of two components:



Conservation Charge for Exceedance applies for exceeding MWSC water allocation.

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FY 2022 Budget Issues

Base Rate Charge Components

Debt Service (Water Supply)

1991 Acquisition

Peace River Option

Regional Expansion
Program

Debt Service (Pipelines)

1991 Acquisition
[36-Inch RTS]

Carlton WTP Interconnect

Kings Highway RTS

Phase 1A Interconnect

Phase 3A Interconnect

Phase 2 Interconnect

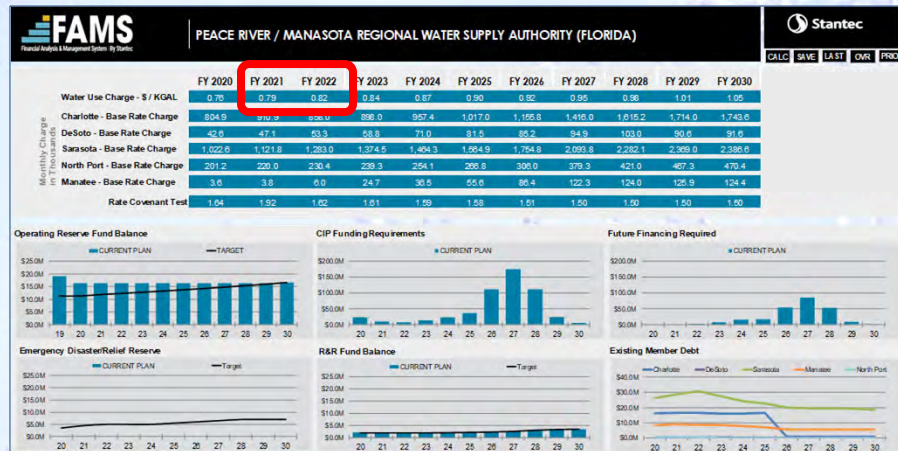
Fixed O&M

Unitary Rate
[Pro-Rata Water
Allocation]

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FY 2022 Budget Issues

Rate Consultant Financial Analysis (Stantec; 2020)



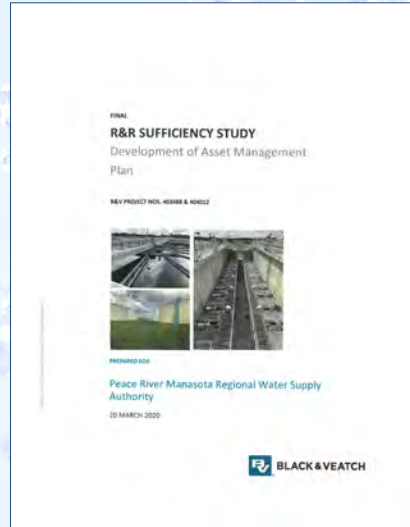
- Water Use Rate is charge per 1,000 gallons water delivered and metered (Currently \$0.79/1,000 Gal.)
- Rate Consultant recommends FY 2022 Water Use Rate increase of 3¢ per 1,000 Gallons (Proposed \$0.82/1,000 Gal.)
- Typical residential user (4,000 gallons per month) equates to 12¢ per month.

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FY 2022 Budget Issues

Contribution to R&R Reserve

- R&R Sufficiency Study Development of Asset Management Plan completed by Black & Veatch (March 20, 2020).
- Study presented to Board in 2020 recommended increasing annual R&R contribution incrementally to \$4M beginning in FY 2021.
- FY 2021 Budget R&R contribution increased to \$3M.
- FY 2022 Budget will evaluate increasing contribution toward achieving the strategic goal of \$4M.



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FY 2022 Budget Issues

Contribution to Disaster Recovery Reserve

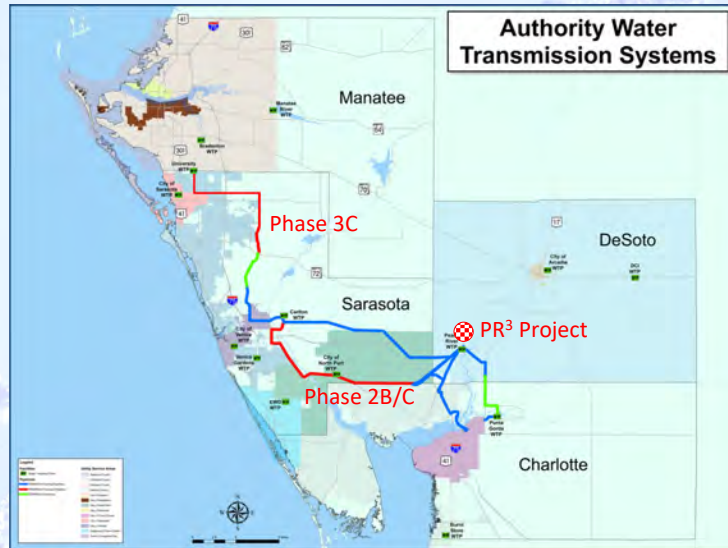
- It is the goal of the Authority to maintain a balance at the end of each fiscal year of \$1 million in the Disaster Recovery Reserve. (Budget Policy August 5, 2020).
- Current fund balance is \$0.65M.
- Annual contribution phased to achieve policy goal of \$1M.
- FY 2022 Budget will evaluate contribution toward achieving policy goal of \$1M.



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FY 2022 Budget Issues

Continuing SWFWMD Cooperative Funding Projects



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FY 2022 Budget Issues

SWFWMD Cooperative Funding Initiative Projects (Continuing)

Peace River Reservoir No. 3 (PR³) Siting and Feasibility Study:

Siting and feasibility study to evaluate conceptual sizing, siting, mitigation, operational drivers for new reservoir and associated facilities such as raw water pipelines and increased river intake capacity for the Peace River Facility.

Southern Regional Loop Phase 2B & 2C Routing and Feasibility:

Feasibility study to evaluate pipeline routing options and infrastructure requirements to extend regional transmission system from Serris Boulevard in Charlotte County to the Carlton Water Treatment Facility in Sarasota County.

Phase 3C Integrated Loop Routing and Feasibility:

Feasibility study to evaluate pipeline routing options and infrastructure requirements to extend regional transmission system from Sarasota County to Manatee County.

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FY 2022 Budget Issues

SWFWMD Cooperative Funding Initiative Projects (Continuing)

Continuing SWFWMD Cooperative Funding Initiative Projects (in accordance with FY 2021 funding plan set by the Board)

Cooperative Funding Project	Project Cost	SWFWMD Funds	Authority Funds
Peace River Reservoir No. 3 Siting and Feasibility Study	\$1.500 M	\$0.625 M	\$0.875 M
Southern Regional Loop (Segments 2B & 2C) Feasibility and Routing Study	\$0.400 M	\$0.200 M	\$0.200 M
Regional Integrated Loop System Phase 3C Interconnect Routing and Feasibility Study	\$0.600 M	\$0.300 M	\$0.300 M
Total	\$2.500 M	\$1.125 M	\$1.375 M

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FY 2022 Budget Issues

SWFWMD Cooperative Funding Initiative Projects (Continuing)

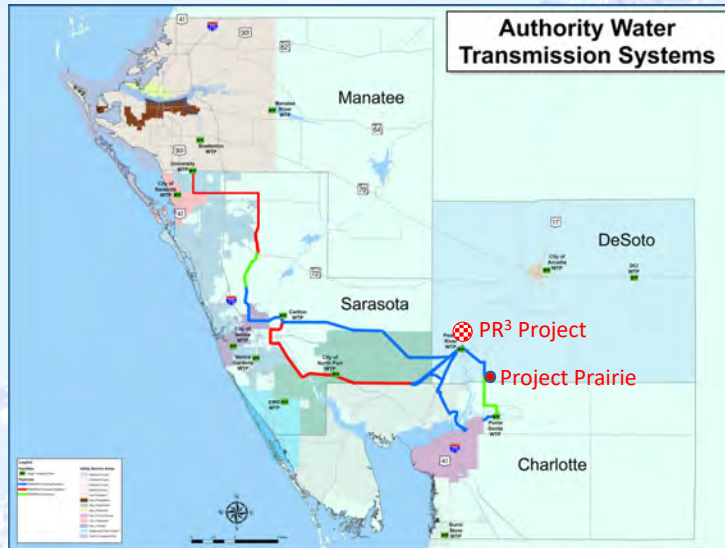
Continuing SWFWMD Cooperative Funding Initiative Projects (in accordance with FY 2021 two-year funding plan set by the Board)

Cooperative Funding Project	Authority FY 2020	Authority FY 2021	Authority FY 2022	Authority Total
Peace River Reservoir No. 3 Siting and Feasibility Study	\$0.250 M	\$0.375 M	\$0.250 M	\$0.875 M
Southern Regional Loop (Segments 2B & 2C) Feasibility and Routing Study		\$0.100 M	\$0.100 M	\$0.200 M
Regional Integrated Loop System Phase 3C Interconnect Routing and Feasibility Study		\$0.100 M	\$0.200 M	\$0.300 M
Total	\$0.250 M	\$0.575 M	\$0.550 M	\$1.375 M

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FY 2022 Budget Issues

SWFWMD Cooperative Funding Initiative Projects (New for FY 2022)



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FY 2022 Budget Issues

SWFWMD Cooperative Funding Initiative Projects (New for FY 2022)

Peace River Reservoir No. 3 (PR³) Design and Permitting:

Siting and Feasibility Study for the third surface water reservoir at the Peace River Water Treatment Facility is scheduled for completion late 2021. The next step is for design and permitting of the new reservoir. The project is anticipated to take 3 years at an estimated cost of approximately \$7.25M.

	Project Cost	Authority Funding	SWFWMD Funding
FY 2022	\$2,200,000	\$1,100,000	\$1,100,000
FY 2023	\$2,600,000	\$1,300,000	\$1,300,000
FY 2024	\$2,450,000	\$1,225,000	\$1,225,000
Total	\$7,250,000	\$3,625,000	\$3,625,000

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FY 2022 Budget Issues

SWFWMD Cooperative Funding Initiative Projects (New for FY 2022)

Project Prairie Acquisition

Acquisition of the existing Project Prairie storage and pumping facilities and upgrading to convert to regional facility. The project is anticipated to be completed in FY 2022 at an estimated cost of \$1.275M.

	Project Cost	Authority Funding	SWFWMD Funding
FY 2022	\$1,275,000	\$637,500	\$637,500

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FY 2022 Budget Issues

FY 2022 Expenditure Considerations

- FY 2022 Expenditure Considerations

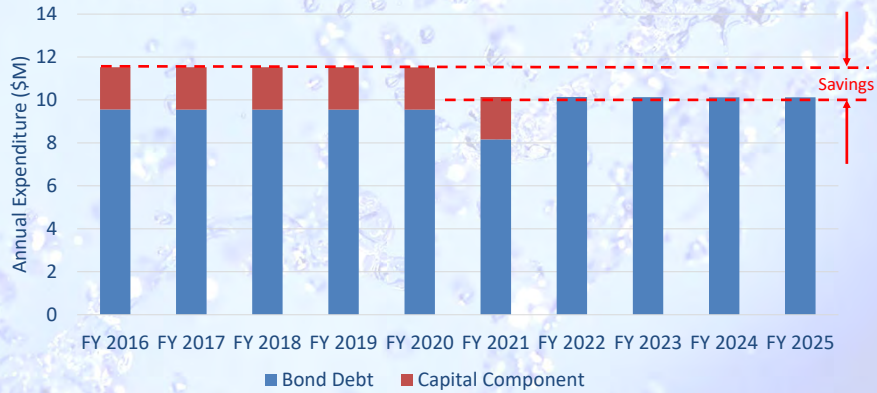
	Authority Funding Required
R&R Reserve Contribution Increased Contribution	Up to \$1,000,000
Disaster Recovery Reserve Increased Contribution	Up to \$350,000
Project Prairie Acquisition	\$637,500
Peace River Regional Reservoir (PR ³)	\$1,100,000

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FY 2022 Budget Issues

County Payments/Debt Service

- Debt Service - Bond Series 2020 debt savings
- County Payments - Capital Component Charge for 1991 Acquisition paid-off



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FY 2022 Budget Issues

County Payments/Debt Service

- Debt Service - Bond Series 2020 debt savings

	Charlotte	DeSoto	Sarasota	North Port	Total
Bond Series 2020 Savings from FY 2021	(\$63,206)	(\$3,480)	(\$865,724)	(\$450,651)	(\$1,383,061)

- County Payments - Capital Component Charge for 1991 Acquisition paid-off

	Charlotte	DeSoto	Sarasota	North Port	Total
Capital Component Savings for FY 2022	(\$1,767,501)	(\$8,281)		(\$195,776)	(\$1,971,558)

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FY 2022 Budget Issues

FY 2022 Funding Considerations

- Potential Funding Sources
 - Use Savings from Bond Series 2020 and Capital Component
 - Use of Orange Hammock funds (up to \$2M) previously set aside by Board
 - Transfer of Reserve Funds
 - Potential increase in carry forward
 - Project Prairie as Common Benefit project – use line of credit
 - Potential State funds
- Capital Component/Debt Service Savings
 - Reduce Base Rate to Customer
 - Provide Rebate to Customer
 - Create 'Project Savings' Account for Customer

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
March 31, 2021

REGULAR AGENDA
ITEM 6

Master Water Supply Contract Update

Presenter -

Doug Manson, General Counsel

Recommended Action -

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

The 2005 Master Water Supply Contract brought the region together to support development of new water supplies and expansion of the interconnected regional transmission system. A significant focus in the 2005 MWSC was implementation of the Regional Expansion Program (REP) which included a new 6.0 BG off-stream reservoir and 24 MGD water treatment plant expansion – both of which were successfully completed in 2009. With these new supply and treatment capacity projects completed, and an additional 36 miles of regional transmission main installed since 2005, clean-up of outdated and obsolete provisions and update of regional facilities, delivery locations etc., in the MWSC would be beneficial. In addition – clarification and update of provisions related to demand projections, and future water supply development are necessary to support continued expansion of the regional supply and transmission system to meet Customer needs

Budget Action: No action needed.

Attachments:

2005 Master Water Supply Contract

Return to:
Douglas Manson, Esq.
Carey, O'Malley, Whitaker & Manson, P.A.
712 S. Oregon Avenue
Tampa, Florida 33606

**PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
MASTER WATER SUPPLY CONTRACT**

THIS CONTRACT, entered into this 5th day of October, 2005, by and between the **PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY**, a regional water supply authority created and existing pursuant to Sections 373.196, 373.1962 and 163.01, Florida Statutes, and other applicable law, acting by and through its Board of Directors, the governing board thereof ("Authority"); **MANATEE COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing board thereof ("Manatee"); **CHARLOTTE COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing board thereof ("Charlotte"); **DeSOTO COUNTY**, a political subdivision of the State of Florida, acting through its Board of County Commissioners, the governing board thereof ("DeSoto"); **SARASOTA COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing board thereof ("Sarasota"); and the **CITY OF NORTH PORT**, a municipal corporation of the State of Florida, acting by and through its Board of City Commissioners, the governing board thereof ("North Port") (collectively "Customers").

WITNESSETH:

WHEREAS, the Authority was created for the purpose of developing, storing and supplying water for county and municipal purposes and exists pursuant to the Second Amended Interlocal Agreement Creating the Peace River/Manasota Regional Water Supply Authority executed concurrent with this Contract; and

WHEREAS, the Authority has determined that the potable water supply needs for citizens residing within Charlotte, Manatee, DeSoto and Sarasota Counties and North Port, can best be met in whole or in part by expanding the Authority Water Supply Facilities, in a cooperative and coordinated manner; and

WHEREAS, the Authority and the Customers agree it is necessary to expand the Peace River Regional Water Treatment Facility to be known as the Regional Expansion Program ("REP"), as more specifically set forth in Exhibit "G" and incorporated herein by reference in order to provide a total of 32.7 MGD of water to meet the water supply needs of the Authority's Customers; and

WHEREAS, it is the intent of the Parties that this Contract govern the operation, maintenance, alteration, replacement and expansion of the Authority Water Supply Facilities; and

WHEREAS, the Authority has applied and the Southwest Florida Water Management District ("SWFWMD") has provided New Water Source Initiative funds to assist in development and construction of the REP; and

WHEREAS, the Authority and its Customers recognize that as a result of increased Customers' demands, the REP will not satisfy all future Customers' demands and the Authority has begun developing other water supplies; and

WHEREAS, Manatee has adopted Resolution No. R-05-108 on June 7, 2005 conditionally requesting the development of potable water by the Authority for Manatee beginning January of 2014; and

WHEREAS, expansions to the Authority Water Supply Facilities and the design and construction of new Water Supply Sources may be financed for the Customer(s) through the issuance of Authority revenue bonds, capital contributions from the Customer(s), capital contributions from SWFWMD, or other governmental grants, or any combination thereof; and

WHEREAS, the Customers desire to purchase water from the Authority according to the terms and conditions of this Contract, and the Authority desires to provide the Customers water

according to the terms and conditions of this Contract; and

WHEREAS, recognizing the benefits provided by the REP and future Water Supply Sources, the Customers and the Authority agree that the Authority shall implement a common Debt Service Cost for the Water Rate only for the REP and all future Water Supply Source projects of the Authority; and

WHEREAS, the Customers desire that the Authority facilitate the transfer of Authority water among Customers, with such transfers being made through the Authority at the same Water Rate assessed by the Authority; and

WHEREAS, this Contract is intended to constitute the entire agreement of the Authority, Manatee, Charlotte, DeSoto, Sarasota and North Port with respect to the Water Allocations and the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing premises, which shall be deemed an integral part of this Contract and of the mutual covenants and agreements hereafter set forth, the Authority and the Customers intending to be legally bound hereby agree as follows:

1. **DEFINITIONS.** In the absence of a clear implication otherwise, capitalized terms used in this Contract and in the attached exhibits shall have the following meanings:

- 1.1 **Annual Average Daily Quantity.** The total water quantity provided by the Authority to a Customer in a Contract Year divided by 365 as set by its Water Allocation.
- 1.2 **Authority.** The Peace River/Manasota Regional Water Supply Authority.
- 1.3 **Authority Board.** The Authority's governing body.
- 1.4 **Authority Water Supply Facilities.** All real property, interest in real property, fixtures, personal property, wells, treatment systems, pumps, pipes, storage facilities, reservoirs, aquifer storage and recovery facilities, water transmission mains, any future expansion of said facilities and appurtenant or associated installations owned, leased or otherwise controlled by the Authority and used for the provision of potable water supply.
- 1.5 **Available Water.** That portion of a Customer's Water Allocation that is temporarily available to other Customers.
- 1.6 **Base Rate Charge.** For any Contract Year, the rate established by resolution of the Authority for payment of the Authority Obligations, Bond Coverage Costs, Debt Service Costs, Charlotte Oversized Facilities Payment, Capital Component Charge, Hydraulic

Pipeline Capacity Entitlement Cost and Renewal and Replacement Costs for the Authority Water Supply Facilities. The Base Rate Charge also includes the Fixed Operations and Maintenance Costs budgeted by the Authority for expanding, operating, repair and replacement, maintaining and securing the Authority Water Supply Facilities regardless of the quantity of water, if any, being produced or delivered by the Authority, with such fixed costs being assessed proportionately in accordance with the Annual Average Daily Water Allocation.

- 1.7 Bond Coverage Costs. The costs of providing the coverage requirements established by the Financing Documents.
- 1.8 Capital Component Charge. For any Contract Year, the charge established by resolution of the Authority for payment of the Capital Component Charge paid to Charlotte for the transfer of the Peace River Regional Water Treatment Facility. The Capital Component Charge shall be assessed by the percentages in Exhibit "F" for the Peace River Regional Water Treatment Facility.
- 1.9 Charlotte Oversized Facilities Payment. The 1991 Facility was stated to possess certain components that had a larger capacity than the 1991 Facility treatment capacity. Charlotte acquired the 1991 Facility then transferred to the Authority the entire 1991 Facility. However, payment for the oversized components was deferred until the Authority used these oversized components. Under the PRO and REP, the Authority will pay for all the remaining oversized components.
- 1.10 Conservation Rate. For any Contract Year, the charge established by resolution by the Authority to any Customer that exceeds its Water Allocation set forth in Exhibit "B".
- 1.11 Contract Year. The period between execution of the Contract and September 30, 2005, and each fiscal year of the Authority (beginning on each October 1, and ending on the immediately following September 30) thereafter during the term of this Contract.
- 1.12 Customers. Manatee, DeSoto, Charlotte, Sarasota and North Port.
- 1.13 Debt Service Cost(s). For any Contract Year, all costs including reserve or coverage requirement, if any, incurred by the Authority during such Contract Year in connection with the Authority Water Supply Facilities for principal payments, interest payments, redemption premiums, if any, and service charges with respect to payment of Obligations.

- 1.14 Delivery Point(s). The point(s) of connection between the Regional Transmission System and the distribution system of the Customers to this Contract having a Water Allocation. The Delivery Point(s) for each Customer is attached hereto as Exhibit "D."
- 1.15 DeSoto Payment. For any Contract Year, an amount included in the Water Rate, transmitted by the Authority to DeSoto in the amounts set forth on Exhibit "A" for the term of the Contract. The DeSoto Payment as defined herein supersedes the "Facility Use Cost" as defined in Section 1.8 of the Peace River Regional Water Supply Contract dated May 21, 1991.
- 1.16 Exclusive Provider Customer. A subset of Customers that includes only DeSoto in this Master Water Supply Contract.
- 1.17 Financing Documents. Any resolution or resolutions of the Authority, as well as any indenture of trust, trust agreement or similar document relating to the issuance or security of the Obligations.
- 1.18 Fixed Operating and Maintenance Costs. All operating and maintenance costs and expenses other than Variable Operating and Maintenance Costs incurred by the Authority for the operation, maintenance, management, security and development of the Authority Water Supply Facilities.
- 1.19 Hydraulic Capacity Entitlement. The Hydraulic Capacity Entitlement for the Regional Transmission System for each Customer is attached as Exhibit "E."
- 1.20 Hydraulic Capacity Entitlement Cost. The debt service cost associated with Customers' Hydraulic Capacity Entitlement.
- 1.21 Maximum Daily Quantity. The maximum water quantity to be provided by the Authority to a Customer for any given day as set by its Water Allocation.
- 1.22 Member Governments. Members of the Authority. This term refers jointly to Charlotte, DeSoto, Manatee and Sarasota.
- 1.23 MGD. Million gallons per day.
- 1.24 New Water Supply Demands. The new water supplies the Authority is committed by this Contract to develop and complete to meet Customer demands as shown on Exhibit "C" as updated annually pursuant to Section 11.
- 1.25 Obligation(s). A series of bonds or other evidence of indebtedness, including but not limited

to, Financing Documents, notes, commercial paper, capital leases or any other debt of the Authority issued or incurred.

- 1.26 Operating and Maintenance Cost(s). For any Contract Year, all costs budgeted and reserves established by the Authority for operating, maintaining and securing the Authority Water Supply Facilities during such Contract Year, including, but not limited to: a) personnel, staffing and operating costs of the Authority related to the operation, maintenance and security of the Authority Water Supply Facilities; b) the general and administrative costs of the Authority related to the operation, maintenance and security of the Authority Water Supply Facilities; c) minor capital expenditures of the Authority for items such as tools, parts, and other equipment and vehicles necessary for the operation, maintenance and security of the Authority Water Supply Facilities; and d) all costs incurred in obtaining and maintaining the Permits for the Authority Water Supply Facilities.
- 1.27 Party or Parties. Party shall mean a signatory to this Contract. Parties shall mean DeSoto, Charlotte, Sarasota, Manatee, North Port and the Authority.
- 1.28 Peace River Regional Water Treatment Facility (the "1991 Facility"). All real property, interest in real property, fixtures, personal property, wells, buildings, treatment systems, pumps, pipes, storage facilities, reservoirs, aquifer storage facilities and appurtenant or associated facilities located in DeSoto and Sarasota, which were transferred by Charlotte to the Authority pursuant to that certain "Acquisition Agreement" dated May 21st, 1991 by and among the Authority, Charlotte, DeSoto, Manatee, Sarasota and the Southwest Florida Water Management District and any expansion of said facilities undertaken pursuant to that certain "Peace River Water Supply Contract" dated May 21st, 1991 by and among the Authority, Charlotte, DeSoto, Manatee and Sarasota. The foregoing notwithstanding, this term shall not include the construction, acquisition or use of any groundwater production wells. "Groundwater production wells" shall not include facilities withdrawing water from the Peace River through the use of horizontal wells not more than 50 feet deep or aquifer storage and recovery wells.
- 1.29 Peak Month Average Daily Quantity. The total water quantity provided by the Authority during the calendar month of the Customer's highest water use, divided by the number of days in that month and expressed in MGD as set by the Customer's Water

Allocation.

- 1.30 Permits. All licenses, permits, authorizations or other approvals from any government or governmental agency, whether federal, state, regional or local, necessary or convenient for the acquisition, construction, expansion and operation of Water Supply Facilities and Water Supply Sources, including but not limited to any general water use permit, temporary water use permit or individual water use permit issued by the Southwest Florida Water Management District or any entity.
- 1.31 PRO. The Amended Peace River Option Water Supply Contract dated March 8th, 1996 that expanded the Peace River Regional Water Treatment Facility by adding 6 MGD annual average daily quantity of water to the System Capacity.
- 1.32 Redistribution Pool. A depository of each Customer's Available Water for any Contract Year for purchase by all Customers.
- 1.33 Regional Transmission System. Those facilities, including appurtenant and associated facilities, owned by the Authority pertaining to the delivery and measurement of potable water to the Customers of the Authority including but not limited to primary transmission pipes, real property, interest in real property, fixtures and personal property. Regional Transmission System does not include the Aquifer, Storage and Recovery ("ASR") system or its connecting piping.
- 1.34 Regional Water System. All real property, interest in real property, fixtures, personal property, wells, buildings, treatment system, pumps, pipes, storage facilities, reservoir(s), aquifer storage and recovery facilities and appurtenant or associated facilities owned by the Authority, excluding the Regional Transmission System.
- 1.35 Renewal and Replacement Charges. The charges established by the Authority for the exclusive purpose of funding renewals and replacements of the Authority Water Supply Facilities. The charges will be established to satisfy the requirements of the Authority's Obligations and shall be set forth in the annual budget approved by the Authority for the ordinary renewal, replacement, upgrade and betterment of the Authority Water Supply Facilities.
- 1.36 Renewal and Replacement Costs. The capital expenditures set forth in the annual budget approved by the Authority for the ordinary renewal, replacement, upgrade, and betterment of

the Authority Water Supply Facilities. Renewal and Replacement Costs do not include capital expenditures associated with the expansion or addition of water treatment, storage, pumping or transmission capacity or the costs associated with reconstruction of any major components of the Authority Water Supply Facilities.

- 1.37 Renewal and Replacement Fund. The fund established by the Authority for the exclusive purpose of funding renewals and replacements of the Authority Water Supply Facilities. The deposits to such fund shall be made in accordance with the requirements of the Financing Documents of the Authority. The balances on deposit in the Renewal and Replacement Fund will be expended for those Renewal and Replacement Costs specifically identified in the annual budget approved by the Authority.
- 1.38 Second Amended Interlocal Agreement. The Second Amended Interlocal Agreement Creating the Peace River/Manasota Regional Water Supply Authority executed concurrently with this Contract.
- 1.39 System Capacity. The total combined capacities of the various components of the Regional Water System in terms of a quantity of water on an average annual daily basis expressed in MGD.
- 1.40 Variable Operating and Maintenance Costs. All operating and maintenance costs and expenses of the Authority for the operation, maintenance and management of the Authority Water Supply Facilities that change in proportion to changes in the volume of water produced by the Authority, including, but not limited to, power, chemicals and water purchases.
- 1.41 Water Allocation. The portion of the System Capacity of the Regional Water System allotted to a Customer for the term of this Contract as initially specified at Exhibit "B" as increased from time to time pursuant to Section 11.
- 1.42 Water Rate. For any Contract Year, the rate established by resolution of the Authority for the sale of water, which, to the extent applicable, shall be comprised of a Base Rate Charge, the DeSoto Payment, and a Water Use Charge.
- 1.43 Water Supply Emergency. A loss or reduction in System Capacity caused by drought or a sudden, unexpected, unavoidable interruption in water delivery as declared by resolution by the Authority Board.

- 1.44 Water Supply Facilities. All real property, interest in real property, fixtures, personal property, wells, treatment systems, pumps, pipes, storage facilities, reservoirs, aquifer storage and recovery facilities, water transmission mains, any future expansion of said facilities and appurtenant or associated installations owned, leased or otherwise controlled by Charlotte, DeSoto, Manatee, North Port, Sarasota or the Authority and used for the provision of potable water supply.
- 1.45 Water Supply Source. Any project, construction, acquisition, transfer or transaction creating a new water source or expanding an existing water source developed by the Authority, Charlotte, Sarasota, Manatee, DeSoto or North Port.
- 1.46 Water Use Charge. For any Contract Year, the rate established by the Authority for payment of the Variable Operating and Maintenance Costs. This Water Use Charge shall be based on Customer metered water usage and shall be the same charge per thousand gallons used for each Customer.

2. **TERM.** The term of this Contract shall begin on the date of its complete execution by all Parties and end on the last day of the Contract Year in which the thirty-fifth (35th) anniversary of the execution date falls. The rights and obligations of any Customer may be extended prior to expiration of the initial term at the option of that Customer for another thirty-five (35) years, said extension to expire on the last day of the Contract Year in which the seventieth (70th) anniversary of the execution date falls. Such option must be exercised at least two (2) years prior to expiration. If during the Contract term, the Authority issues Obligations to construct additional System Capacity to provide additional or maintain existing Water Allocation of the Customers that is secured from the payments made by the Customers for service from the Authority and which repayment period extends beyond the termination date of the Contract as set forth above, the Contract will automatically be extended to include the last payment date of such additional Obligations. Before the expiration of this Contract, the Authority and Customers recognize that a new contract or extension of this Contract will need to be in place to provide ongoing water service from the Authority Water Supply Facilities and all Parties agree to work together in good faith to extend this Contract or create a new contract prior to this Contract's expiration date to meet the overall intent of the Authority to provide regional drinking water.

3. **AUTHORITY CAPACITY.** The Authority shall not be prohibited from maintaining

unallocated capacity of the Authority Water Supply Facilities.

4. CONDITIONS PRECEDENT. All rights, obligations and liabilities of the Authority and the Customers shall be subject to the satisfaction of the conditions precedent identified in Section 4.1.

4.1 Conditions Precedent. The following are conditions precedent to the Parties' rights, obligations and liabilities under this Contract:

4.1.1 The complete execution of this Contract by the Authority and the Customers.

4.1.2 The representations set forth in Section 8 are true and correct as of the date this Contract is fully executed by all Parties.

4.1.3 No change shall have occurred on or before the date this Contract is fully executed by all the Parties in any applicable federal, state or local law, or any applicable federal, state or local rule, regulation or ordinance thereunder, or an interpretation thereof by any applicable regulatory authority or court of competent jurisdiction, that would make the execution or delivery of this Contract, or that would make compliance by the Parties with the terms and conditions of said Contract or the consummation by the Parties of the transactions contemplated thereunder, a violation of such law, rule, regulations or ordinance.

4.1.4 The Authority and North Port shall execute a Settlement Agreement that requires North Port to file a Voluntary Dismissal with prejudice in City of North Port v. Peace River/Manasota Regional Water Supply Authority, Case No. 05-05254, Thirteenth Judicial Circuit in and for Hillsborough County, Florida within ten (10) days of execution of this Contract.

4.1.5 DeSoto and the Authority shall execute a transfer agreement pursuant to Section 21 herein.

4.1.6 Notwithstanding Paragraphs 8.4 and 10.5 herein, Charlotte and Sarasota shall establish a means to settle their disagreement over the "Water Sale and Purchase Agreement" between Charlotte and Sarasota dated March 8, 1996.

4.2 Satisfaction of the Conditions Precedent. The Parties shall exercise good faith and due diligence in satisfying the conditions precedent set forth above and the Authority shall give prompt notice to the other Parties when the foregoing conditions precedent have been

satisfied or waived in writing by all the Parties.

5. **FUNDING FROM THE FEDERAL ENVIRONMENTAL PROTECTION AGENCY ("EPA").** The funding from the EPA grant dated March 28, 1995 shall be used for the construction of the REP.

6. **INTANGIBLE ASSETS OF THE CUSTOMERS.** Each Customer's Water Allocation and Hydraulic Capacity Entitlement is an intangible asset of that Customer's utility system pursuant to the terms and conditions of the Contract.

7. **FUNDING FROM SWFWMD.** The funding from the SWFWMD New Water Sources Funding Agreements shall be used for the construction of the REP. All Parties shall work to obtain the maximum amount of funding from SWFWMD for the REP, any future expansion of or addition to the Authority Water Supply Facilities and new Authority Water Supply Sources.

8. **REPRESENTATION OF THE PARTIES.** The Authority, Manatee, Charlotte, DeSoto, Sarasota and North Port make the following representations:

- 8.1 Each Party is duly organized and existing in good standing under the laws of the State of Florida and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Contract.
- 8.2 Each Party has the power, authority and legal right to enter into and perform its obligations set forth in this Contract, and the execution, delivery and performance hereof by it a) has been duly authorized by its governing board; b) does not require any other approvals by any other governmental officer or body; c) does not require any consent or referendum of the voters for Authority financed projects; d) will not violate any judgment, order, law or regulation applicable to the Party; and e) does not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon the assets of the Party under any agreement or instrument to which it is a Party or by which the Party and its assets may be found or affected except as provided herein under Sections 16.5 and 16.6.
- 8.3 This Contract has been duly entered into and delivered by the respective governing boards and, as of the date of its full execution by all Parties, constitutes a legal, valid and binding obligation of said Party, fully enforceable in accordance with its terms provided the enforceability thereof may be limited by any applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of

judicial discretion in accordance with general principles of equity.

8.4 There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the best of the Party's knowledge, threatened against the Party which is not resolved by the execution of this Contract, wherein any unfavorable decision, ruling or finding would materially adversely affect the performance by the Party of its obligations hereunder or the other transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Contract, or any other agreement or instrument entered into by the Party in connection with the transaction contemplated hereby.

9. **REP CONSTRUCTION.** In consideration for financial and other commitments made by the Customers herein, the Authority agrees to permit and construct the REP as a necessary Water Supply Source for the Water Allocations. The cost of construction and construction schedule are attached as Exhibit "G". The Authority agrees to use its best efforts to construct the REP in accordance with the schedule set forth in Exhibit "G". The Customers recognize that the construction schedule may be affected by circumstances beyond the control of the Authority including, but not limited to, weather, availability of material and contractors, governmental approvals, and other force majeure. The Authority agrees to keep the Customers apprised of the progress made in construction of the REP and of any delays that may affect the scheduled completion date.

9.1. Cost of Construction. The Authority will use its best efforts to complete the REP construction project within the budgeted amount shown in Exhibit "G". The Authority will comply with its procurement procedures in the construction of the REP.

9.2. Insurance. The Authority shall require suitable payment and performance bonds from all principal contractors working on the construction of the project. The Authority shall further require the provision by the principal contractors of hazard insurance, general liability insurance, and worker's compensation insurance from such carriers and at such limits as are customary.

10. **DELIVERY OF WATER.** During each Contract Year, the Authority shall deliver water to each Customer in accordance with their Water Allocations and the terms and conditions of this Contract. Customers shall pay for and the Authority shall timely develop and deliver new Water

Supply Sources and facilities to meet the needs of its Customers as set forth in Sections 11 and 12 herein.

- 10.1 Allocation. The Authority shall be required to deliver water for a Customer's water demand from its Water Allocation. Future Water Allocations will be delivered only in accordance with a Customer's New Water Supply Demands in Exhibit "C" as modified by projected water demands pursuant to Section 11 herein. If a Customer meets its payment obligations to the Authority, the Authority shall have the absolute and unequivocal obligation to develop and provide for the Customer's permittable future potable water demand in its Water Allocation and New Water Supply Demands.
- 10.2 Limitation of Allocation. The Authority shall not be required to deliver water to a Customer if prohibited by any applicable federal, state, regional or local statute, rule, ordinance, law, administrative order or judicial decree or in violation of applicable Permits. If, at any time, there is insufficient potable water available to fully meet the Water Allocations described above for any reason, then the Customers shall have their Water Allocations reduced on a pro-rata basis.
- 10.3 Delivery Point. The Authority shall deliver water through the Regional Transmission System to each Customer only at their respective Delivery Point(s) as identified in Exhibit "D". Additional Delivery Point(s) may be added by mutual agreement of the Authority and receiving Customer(s).
- 10.4 Exceedance of Delivery Schedule. Subject to Section 10.5 herein, in the event a Customer should receive delivery of water in excess of its Peak Month Average Daily Quantity, its Maximum Daily Quantity, and/or its Annual Average Daily Quantity of its Water Allocation, the Customer shall pay a Conservation Rate as set forth in the Water Rate resolution. During emergency conditions as declared by resolution of the Authority Board, the Authority shall not charge the Conservation Rate for water delivery in excess of the Water Allocation.
- 10.5 Authority Water Transfers. Upon execution of this Contract by all Customers, all prior contracts transferring Authority water between any of the Customers shall terminate. All Authority water transfers shall be provided solely through the Authority. Notwithstanding the termination of the Water Sale and Purchase Agreement between Charlotte and Sarasota pursuant to this paragraph, both Charlotte and Sarasota hereby reserve and do not in any

manner waive any rights or causes of action that one may have against the other with regard to any past due obligations or debts arising out of said Water Sale and Purchase Agreement, to be resolved pursuant to Section 4.1.6. As part of the New Water Supply Demands process set forth below, each Customer shall annually provide to the Authority its projected Authority Water Demands for the next twenty (20) years. The Authority shall then determine the total Customer demands for Authority Water. The Authority shall determine the difference between each Customer's Water Allocation and projected water demands for the next ten (10) years on an annual basis. By February 15 of each year, the Authority shall provide each Customer with a Notice of Available Water indicating the amount of Water Allocation, if any, above the Authority's projected water demands for each of the next ten (10) years. Each Customer shall file a response with the Authority within thirty (30) days of receipt of the Notice of Available Water, either accepting the Available Water quantities as determined by the Authority or providing alternative Available Water quantities, if any, for each of the next ten (10) years. Failure of a Customer to respond within thirty (30) days shall result in that Customer's Available Water quantity as determined by the Authority, being transferred into the Redistribution Pool. Nothing herein shall be construed to require any Customer that timely responds to the Notice of Available Water to provide any of its Water Allocation to the Redistribution Pool. The Redistribution Pool shall be maintained by the Authority to provide the amount of Available Water by Contract Year for up to ten (10) years. Each year shall have a separate Redistribution Pool of water quantities designated. A receiving Customer's failure to pay for water transferred from the Redistribution Pool shall be treated as a default of this Contract. The Authority shall not transfer more water than the amount of Available Water placed in the Redistribution Pool. Nothing in this Section shall relieve a Customer from the irrevocable commitment to pay for its Water Allocations in this Contract.

10.5.1 Assignment and Payment. The Authority shall assign the Available Water based upon Customer request and written confirmation by their governing body of the corresponding payment obligations under this Contract. Customers may request Available Water from the Redistribution Pool for the corresponding timeframe of their need for additional water. If there is more

demand for water than there is Available Water in a given year, the Authority shall distribute the water on pro-rata basis based on the proportionate Customer demand in the New Water Supply Demands for the year at issue.

10.5.2 Payment. Payment adjustments to the Customers supplying Available Water shall be on a pro-rata basis, based on the percentage of water supplied to the Redistribution Pools for water sold from each Redistribution Pool.

10.5.3 Assessment of Conservation Rate. Only for purposes of calculating the assessment of the Conservation Rate, the Water Allocation of the Customer(s) receiving the Available Water and the Customer(s) providing the Available Water to the Redistribution Pool will be adjusted by the transferred water quantity.

10.6 Water Supply Emergency. The Authority and its Customers shall seek the interconnection of the Water Supply Facilities with other water supply facilities in the region and the Authority's Water Supply Facilities for the purpose of facilitating the transfer of water among the Authority and the Customers under emergency conditions. The Authority and its Customers shall make available capacity, if any, in their respective Water Supply Facilities to the Customers experiencing a Water Supply Emergency at the established rate of the supplying entity. In a Water Supply Emergency, Conservation Rates, inclining block rates, or excess demand charges of any type shall be waived by all Parties to this Contract for the duration of the declared Water Supply Emergency.

11. **FUTURE WATER SUPPLY PROCEDURE**. It is the intention of the Parties that this Section set forth the manner in which each Customer will request, and the Authority will provide, future water supply from the Authority Water Supply Facilities. The Customers acknowledge that a procedure is necessary to provide the Authority with sufficient lead-time for planning and development of new Water Supply Sources to meet New Water Supply Demands.

11.1 No later than January 15th of each Contract Year, each Customer shall submit to the Authority a report which identifies the following:

- (i) Total projected water demand by Contract Year for the next 20 years (“Total 20 Year Demand”);
- (ii) That portion of the Total 20 Year Demand the Customer requires the Authority to fulfill (“Authority Supplied Water”) in terms of Annual Average Daily Quantity, Peak Month Average Daily Quantity and Maximum Daily Quantity; and
- (iii) The basis for each projection.

The Authority shall review, coordinate, and compile the submitted Total 20 Year Demand and Authority Supplied Water and provide such information to all Customers and the Authority Board. The Authority shall also report to the Customers and Authority Board, its estimation of water demand projections to be supplied by the Authority for its Customers on an annual basis for the applicable twenty-year planning period. The Authority shall use this data, as well as other population and water demand data, as a basis for the planning and development of new Water Supply Sources to meet New Water Supply Demands. Each Customer may modify its Total 20 Year Demand and projections for Authority Supplied Water with each subsequent annual filing, subject to the provisions in this Section.

11.2 By submitting its projections for Authority Supplied Water, each Customer is identifying that quantity of water it shall purchase from the Authority in the designated Contract Year. For the initial time period through Contract Year 2013, the New Water Supply Demands as modified at Exhibit “C” shall be the water each Customer irrevocably commits to purchase from the Authority, and the Authority agrees to supply such water. After Contract Year 2013, by submitting its projection for Authority Supplied Water each Customer agrees to purchase, and the Authority agrees to supply, that quantity of Authority Supplied Water identified in the first seven (7) Contract Years of the Total 20 Year Demand. Each Customer may annually update its Total 20 Year Demand and its projection of Authority Supplied Water. However, unless it otherwise has excess water capacity available, the Authority shall not be obligated to accept any change in demand for Authority Supplied Water within the upcoming seven (7) Contract Year period. Annually, the Authority shall issue an addendum to the Contract to update the New Water Supply Demands table at Exhibit “C” for the applicable years beyond Contract Year 2013 to reflect the first seven (7) Contract Years of projected demand for Authority Supplied Water by the Customers.

11.3 The parties acknowledge that the planning, permitting and construction of new Authority Water Supply Sources cannot exactly match the annual New Water Supply Demands. Therefore, the Authority will, from time to time, develop new Authority Water Supply Sources with water quantities that exceed immediate Customer demands. Upon the Authority determination to develop a specific Water Supply Source, the Authority shall assign a proportionate share of the new Water Supply Source Water Allocation to the Customers, to the extent practicable, by applying the new Water Supply Source project quantity to the most immediate New Water Supply Demands. The Authority shall assign Water Allocations to the Customers pro-rata based on their proportionate New Water Supply Demands at the time when the new Water Supply Source Water Allocation would be fully utilized by the total New Water Source Demand. For example, in year 2006, the Authority designates a new Water Supply Source project for 6 MGD to provide water by 2008. The total of New Water Supply Demands does not exceed 6 MGD until 2010, when it is 6.7 MGD. The Water Allocation assigned by the Authority to Customer A for the 6 MGD project is calculated by taking Customer A's New Water Supply Demand of 2.3 MGD for 2010 divided by the total of all the Customers' New Water Supply Demands of 6.7 for 2010 to determine the Customer Water Allocation Cost Percentage of 34.33%. When the Authority approves a new Water Supply Source project, it shall issue addendum to the following: (1) to increase and update the Water Allocation table at Exhibit "B;" (2) to update the Cost Allocation Percentages table at Exhibit "F" to show the new project's cost allocation percentages; and, (3) to update the table at Exhibit "H" to show the new project water quantity allocation. The Customers may only be assigned a Water Allocation for their New Water Supply Demands. All costs associated with a new Water Supply Source project, including, but not limited to, planning, design, and construction, shall be recovered from the Customer receiving the Water Allocations of the new Water Supply Source project.

12. DESOTO DESIGNATION OF THE AUTHORITY AS ITS EXCLUSIVE PROVIDER OF WATER. Notwithstanding the foregoing and pursuant to Section 8.1 of the Second Amended Interlocal Agreement, DeSoto elects to be an Exclusive Provider Customer. DeSoto agrees not to develop any additional Water Supply Sources beyond those currently existing identified in Exhibit "I" unless as a joint project with the Authority. If DeSoto meets its payment

obligations to the Authority, the Authority shall have the absolute and unequivocal obligation to develop and provide adequate potable water for DeSoto based upon its permissible future potable water demand as outlined herein. The Authority is free to meet DeSoto's water demands by any means it deems fit, including but not limited to using water from the Redistribution Pool or assignment of Water Allocation to meet DeSoto's demands and assigning the associated cost of constructing that portion of new Water Supply Sources to DeSoto as outlined herein.

- 12.1 Exclusive Provider Customer Water Allocation. DeSoto and the Authority agree that the current Water Allocation system must be adapted to assure that the Authority maintains its absolute and unequivocal obligation to provide adequate potable water for DeSoto and still assure that DeSoto pays its fair share of new water source development costs. For New Water Supply Demands, DeSoto has provided and agrees to continue to provide the Authority water demand projections in the same manner as other Customers pursuant to Section 11; however, the Authority shall use DeSoto's projections as well as other data collected by the Authority to set DeSoto's New Water Supply Demands for each Contract Year. DeSoto shall provide water demand projections in good faith and the Authority shall use its best efforts to match DeSoto's water demand to its assigned Water Allocation. This Water Allocation shall be used to determine DeSoto's Base Rate Charge and other share of costs in the same manner as all other Customers. Nothing in Section 12 shall allow the Authority to assign all or any portion of another Customer's Water Allocation to DeSoto.
- 12.2 Exclusive Provider Customer Water Allocation for the Redistribution Pool. The Authority may designate any portion of the DeSoto's Water Allocation as part of the Redistribution Pool.

13. **ALTERNATIVE DELIVERY.** The Authority shall consider alternative delivery, such as design-build, when developing new Water Supply Sources, including the REP.

14. **REFUNDING THE PRO BONDS.** The Authority shall issue Obligations to refund any and all debt outstanding and provide for the rights of bond holders for the PRO. Such refunding obligations shall be issued in an amount sufficient to provide for the payment of the principal of, redemption premium, if any, and interest on the outstanding debt to be refunded.

15. **SUPERSEDING AND REPLACING ALL PRIOR WATER SUPPLY CONTRACTS.** Upon full execution of this Contract and payment described in Section 14, this Contract shall supersede and replace the Amended Peace River Option Water Supply Contract dated March 8, 1996. Upon full execution of this Contract, this Contract shall supersede and replace all other water supply contracts with the Authority, including but not limited to the Peace River Option Water Supply Contract, dated September 20, 1995; the Peace River/Manasota Regional Water Supply Authority/City of North Port, Florida dated May 30, 1991; Peace River Water Supply Contract dated May 21, 1991; and the Acquisition Agreement dated May 15, 1991.

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

16.1 **Rate Setting.** In conjunction with the Authority's annual budget development and adoption process, the Authority shall fix a Water Rate consisting of the Base Rate Charge (adjusted as necessary for customer financing), DeSoto Payment, and Water Use Charge to be paid on a monthly basis by the Customers for water furnished by the Authority. The Authority shall charge and collect rates that are reasonable and just for all Customers. The rates are not subject to the supervision or regulation by any other commission, board, bureau, agency or other political subdivision or agency of the county or state. Unless a common rate is established for all Debt Service Cost components of the Authority Water Supply Facilities, in determining a Customer's Water Rate, the Authority shall allocate to each Customer, a Base Rate Charge as follows: (1) the Base Rate Charge for 12 MGD 1991 Facility known as the Peace River Regional Water Treatment Facility pursuant to the 1991 Facility percentages set forth on Exhibit "F", (2) the 6 MGD PRO shall be allocated pursuant to the PRO percentages

set forth on Exhibit "F", and (3) the Base Rate Charge for the 14.7 MGD REP shall be allocated pursuant to the REP percentages set forth on Exhibit "F". All Debt Service Cost for new Authority Water Supply Sources and other costs associated therewith, such as reserves, coverages, expansion of existing water supply, or the fixed water purchase costs associated with a new Water Supply Source shall be combined with the REP Debt Service Cost for the common Debt Service Cost in the Water Rate. Provided, however, any Customer has the right to carry its own financing or pay in advance for their portion of a new Water Supply Source or expansion of the Authority Water Supply Facility and, in such event, the Debt Service Costs component of the Water Rate shall be adjusted accordingly.

16.2 Customer Financing. Each Customer shall have the option to issue their own debt or pay with its available money with respect to its portion of any new Authority Water Supply Source. The entire payment for a Customer's proportionate share shall be made to the Authority within fourteen (14) days of the Authority bond closing. The Authority shall provide notice to all Customers of the Authority bond closing date thirty (30) days prior to the Authority bond closing. To the extent not inconsistent with the Financing Documents, the Base Rate Charge for a Customer who issues its own debt or pays in advance for any such new Water Supply Source (including the REP) shall be adjusted to remove that Customer's Debt Service Costs attributed to the Customer's Water Allocation corresponding to the payment by the Customer for that new Water Supply Source or expansion.

16.3 Accounting, Audits and Adjustments. The Authority shall maintain accounts and records for all funds received and disbursed by it with respect to the Authority Water Supply Facilities in accordance with generally accepted accounting practices applicable to governmental owned and operated water utilities. On an annual basis, the Authority shall

provide for an audit to be conducted by a recognized certified public accounting firm experienced in water utility audits.

- 16.4 Joint Authority and Customer REP Review and Oversight. Each Party shall designate a staff representative for a joint Authority and Customer committee for the review and oversight of the REP design and construction activities. The Executive Director of the Authority shall be the Authority representative on the committee.
- 16.5 Water Charge to Customers. Each Customer shall pay the Authority its invoiced Water Rate and any applicable Conservation Rate charges on a monthly basis following the calendar month in which the charges were incurred and invoiced. The Customers shall submit payment to the Authority for the monthly charges within thirty (30) days of receipt of the invoice. Failure to pay monies shall create a debt with respect to the non-paying Customer's utility system. A Customer that fails to pay within ninety (90) days after the Authority has mailed its invoice shall be in default pursuant to this Contract. Upon thirty (30) days written notice, the Authority may discontinue delivery of water to any Customer in default for nonpayment and/or may transfer the defaulting Customer's Water Allocation in whole or in part to another Customer in good standing, for the remaining term of this Contract.
- 16.6 Source of Payments. Each Customer's obligation to pay any monies due under this Contract does not constitute general indebtedness. Neither the Authority nor the holders of any obligations issued by the Authority in order to finance or refinance the expansion, alteration, improvement, replacement or operation of the Authority Water Supply Facilities shall have a right to require or compel any Customer to exercise its ad valorem taxing power to pay its obligations and liabilities under this contract or to compel payment from any source other than as indicated in this Section. Each of the Customers, however, shall and do hereby

covenant to set water rates for its respective customers at a level sufficient to pay all monies due the Authority under this Contract.

16.7 DeSoto Payment. The Authority shall collect from its Customers in accordance with Exhibit "A", the DeSoto Payment and remit it to DeSoto. If the quantities of water allocated to the Authority under SWFWMD Water Use Permit Number 2010420.01 issued in 1996 for 32.7 MGD annual average water use are modified or if additional entities become Customers of the Authority, then the amount of the DeSoto Payment to be paid to DeSoto shall be readdressed by all Parties to this Contract.

17. FUNDING FOR MANAGEMENT AND PLANNING. It is acknowledged that Management and Planning Costs of the Authority may be obtained from the Customers in a manner determined by the Authority Board, and that additional funds available for Management and Planning Costs shall be sought by the Authority from the federal and state government, including but not limited to the Florida Department of Environmental Protection, Florida Department of Community Affairs, the Southwest Florida Water Management District, the Basin Boards of the Southwest Florida Water Management District, and appropriate utilities and agencies.

18. PAYMENT TO CHARLOTTE FOR OVERSIZED FACILITIES. Pursuant to prior contract provisions, payment is due to Charlotte for certain oversized facilities. Any Customer may prepay its portion of the Charlotte Oversized Facilities Payment directly to Charlotte, but must elect to do so on or before October 15, 2005 with immediate notice to the Authority and payment to Charlotte by November 30, 2005.

18.1 Payment for Oversized Facilities for the PRO. The PRO oversized facility payment was made to Charlotte in the amount of \$3,191,883.00. When the PRO bonds are refunded, Customers other than Charlotte are to pay the Debt Service Cost on the remaining financed portion of the \$3,191,883.00

with Sarasota paying 87.5% and DeSoto paying 12.5%.

18.2 Payment for Oversized Facilities for the REP. The Authority shall pay Charlotte all remaining oversized facility charges totaling \$3,287,098.00 upon closing of the bond issuance for the REP. This payment is calculated as the total oversize facility charge of \$4,515,864.00 less Charlotte's portion of 27.21% of the REP allocation percentage from Exhibit "F", or \$1,228,766.00. All obligations to Charlotte for oversized facilities payment set forth in all previous contracts or agreements, including but not limited to, the Peace River Water Supply Contract dated May 21, 1991; the Amended Interlocal Agreement creating the Peace River/Manasota Regional Water Supply Authority dated May 21, 1991; and the Acquisition Agreement dated May 21, 1991, shall be satisfied upon receipt of the payment by Charlotte of the \$3,287,098.00. The REP oversized facilities payment is to be paid by Customers other than Charlotte, and shall be based on the Debt Service Cost associated with financed portion of the oversized facilities payment to Charlotte of \$3,287,098.00 for the REP and shall be allocated with Sarasota paying 85.62%, North Port paying 13.28% and DeSoto paying 1.1%.

19. **PAYMENT TO CHARLOTTE FOR PEACE RIVER REGIONAL WATER TREATMENT FACILITY ("1991 FACILITY").** Upon payment of the \$3,287,098.00 specified above, the Authority's total debt to Charlotte for the transfer from Charlotte of the 1991 Facility shall be \$18,299,274.17 with the Authority annually paying \$1,971,557.00 in equal installments on a monthly basis, with the last payment being on October 1, 2021. The redemption of this debt shall be governed by Exhibit "J". The Authority's payment to Charlotte for the 1991 Facility shall be allocated among DeSoto, Charlotte and North Port pursuant to the 1991 Facility cost allocation percentages set forth on Exhibit "F". This payment schedule shall supersede and replace any prior agreement, contract or other document for any payment or Obligation to Charlotte for transfer of the

1991 Facility or any other assets, real estate, facilities or any other property or service to the Authority prior to the date of this Contract.

20. **NORTH PORT PAYMENT TO CHARLOTTE.** Pursuant to the Peace River/Manasota Regional Water Supply Authority/City of North Port, Florida Water Supply Contract dated May 30, 1991, Charlotte reserved water capacity for a period of time for North Port. North Port was then obligated to repay the cost of the water reservation to Charlotte. Payment by North Port through the Authority to Charlotte has been made since 1992 at a monthly amount of \$398.42. Since the Master Water Supply Contract supersedes the Peace River/Manasota Regional Water Supply Authority/City of North Port, Florida Water Supply Contract dated May 30, 1991, this North Port obligation is established in this Contract. North Port shall pay the Authority \$398.42 monthly with the last payment on October 1, 2021. The Authority shall pass through the payment being made to Charlotte each month.

21. **TRANSFER OF DESOTO FACILITY.** Provided a transfer agreement is executed by DeSoto and the Authority, the Authority shall pay DeSoto \$800,000.00 for DeSoto to transfer to the Authority the real property and water well, appurtenances and any necessary permits for use of the water well and specified facilities in place identified in the transfer agreement. This payment from the Authority shall be funded from REP Debt Service Cost. The payment to DeSoto will be in the form of a credit for DeSoto's payment obligation pursuant to the DeSoto County Regional Pipeline Extension Amended Pipeline Agreement dated June 21, 2004.

22. **DEVELOPMENT OF FUTURE WATER SOURCES.** The Authority and its Customers shall develop new Water Supply Facilities as follows:

22.1. General. The Authority shall develop new Authority Water Supply Facilities to meet the water demands of its Customers in Exhibits "B" and "C" which will reflect the projections

provided as specified above or at the determination of the Authority for DeSoto.

22.2 Procedures for New Authority Water Supply Facilities. The Authority shall have written consent of the governing body of a Customer in whose jurisdiction the Authority intends to acquire, develop, construct or operate new Authority Water Supply Facilities. For new Authority Water Supply Facilities located or proposed to be located within the jurisdiction of North Port, North Port shall be the sole entity that grants or denies consent to the Authority.

22.2.1. The Authority shall provide written notification of its intention to apply or seek the transfer of a Permit for new Authority Water Supply Facilities to the Customer in whose jurisdiction the Authority Water Supply Facilities are located or will be located. Such notification shall be given no less than sixty (60) days prior to submitting the Permit application or requesting the Permit transfer. The Customer shall notify the Authority within sixty (60) days of its decision to grant or deny consent to the Authority to acquire, develop, construct or operate the new Authority Water Supply Facilities within its jurisdiction. If a Customer denies consent, the Customer's notification shall provide an explanation of the reasons for denial.

22.2.2. Upon notification of denial by a Customer to the Authority, a meeting between the staff of the Authority and the Customer shall be held within forty-five (45) days of the notification of denial. This meeting shall be organized and scheduled by the Authority. During this meeting, the staff of the Authority and the Customer shall attempt to reach an agreement to grant consent to the Authority to acquire, develop, construct or operate new Authority Water Supply Facilities within the Customer's jurisdiction.

22.2.3. If no agreement is reached within forty-five (45) days of notification of denial, the Authority and the Customer shall participate in mediation, the costs of which shall be equally divided between them. The Authority and the Customer shall endeavor in good faith to select a mutually acceptable mediator. If the Authority and the Customer are unable to mutually agree on a mediator within fourteen (14) days after the staff meeting held pursuant to paragraph 22.2.2., the Authority and the Customer shall agree to accept a mediator selected by the Florida Conflict Resolution Consortium. Upon the selection of a mediator, the Authority and the Customer shall schedule mediation to occur within fourteen (14) days. Mediation shall be completed within forty-five (45) days of the first mediation conference unless extended by mutual written agreement of the Authority and the Customer. Subsections (b), (c), (d), and (e) of Rule 1.720 of the Florida Rules of Civil Procedure are applicable to the mediation proceedings. Designees of the Authority and the Customer attending the mediation shall include a governing body member who has the full authority to negotiate on behalf of its entity and to recommend an agreement to its governing body. In the event of any breach or failure to perform mediation under this section, the Authority or Customer may seek appropriate remedies to mandate this mediation process.

22.2.4 If consent to the Authority by a Customer is not agreed to at the mediation, the Authority shall withdraw the Permit application or request for Permit transfer.

22.3 Procedure for the Authority's Customers. Whenever a Customer ("Applicant Customer")

intends to apply or seek the transfer of a Permit for Water Supply Facilities located or that will be located within the jurisdiction of another Customer, the Applicant Customer shall provide written notification of its intention to apply or seek the transfer of a Permit for Water Supply Facilities to the Customer ("Host Customer") in whose jurisdiction the Water Supply Facilities are located or will be located. Such notification shall be given no less than sixty (60) days prior to submitting the Permit application or requesting the Permit transfer. The Host Customer shall notify the Applicant Customer within sixty (60) days of its decision to grant or deny consent to the Applicant Customer to acquire, develop, construct or operate the Water Supply Source within its jurisdiction. If a Host Customer denies consent, the Host Customer's notification shall provide an explanation of the reasons for denial. The Applicant Customer shall immediately withdraw its Permit application or request for transfer of a Permit upon notification of denial by the Host Customer.

23. HYDRAULIC CAPACITY ENTITLEMENT IN REGIONAL TRANSMISSION SYSTEM. Each Customer shall be provided its respective Hydraulic Capacity Entitlement of the hydraulic capacity in the transmission facilities that has been constructed at the time of execution of this Contract or will be constructed by the Authority during the term of this Contract for the benefit of such Customer(s) to deliver potable water from the Regional Water System to the respective Customer(s) Delivery Point. Each Customer's Hydraulic Capacity Entitlement percentage or amount in the current Regional Transmission System is set forth on Exhibit "E". A Customer's Hydraulic Capacity Entitlement in segments of the Regional Transmission System constructed after the date of this Contract will be determined on a transmission line segment basis by the Authority. All Hydraulic Capacity Entitlement Cost of the Hydraulic Capacity Entitlement will be the sole responsibility of the Customer(s) benefiting from such facilities. If more than one Customer uses the

same transmission segment as designated by the Authority, then each shall pay their proportionate share of the Hydraulic Capacity Entitlement Cost.

23.1 In the event a Customer requests capacity in a transmission line segment that is an existing component of the Regional Transmission System, and the capacity percentage of which has been fully allocated, the Authority shall not grant capacity to the requesting Customer without first obtaining approval from the Customer(s) to whom the hydraulic capacity in that transmission line has previously been allocated. In the event the Authority modifies the Hydraulic Capacity Entitlement, the application of all future service rates and charges will be adjusted accordingly.

23.2 If requested by North Port, the Authority shall construct, and North Port shall pay for its proportional share of the Hydraulic Capacity Entitlement Cost of a new segment of the Regional Transmission System between Delivery Points identified by North Port and acceptable to the Authority on the basis of system hydraulics. The Authority and North Port may agree to a water delivery alternative utilizing the existing stub-outs along the 42-Inch RTS (2) transmission main identified in Exhibit "D", subject to the change of apportionment of Hydraulic Capacity Entitlement Cost on terms mutually agreeable to North Port, Sarasota and Authority.

24. ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE AUTHORITY. The Authority hereby represents, warrants and covenants to the Customers as follows:

24.1 System Operation. Operation and maintenance of the Authority Water Supply Facilities shall be the responsibility and the obligation of the Authority. The Authority shall be responsible to adopt an adequate budget to pay all of the Operating and Maintenance Costs of the

Authority, to satisfy all the Authority's Obligations, to provide for the requisite Bond Coverage Costs to meet all required tests set forth in the Financing Documents, to provide for renewal and replacement costs to keep the Authority Water Supply Facilities in good operating order and to provide for any sinking funds and other reserves necessary to provide the water service as set forth in this Master Water Supply Contract. The Authority shall provide sufficient personnel, with appropriate experience to undertake all regulatory requirements, including, but not limited to, those imposed by the Florida Department of Environmental Protection, the Southwest Florida Water Management District, the State of Florida Department of Health and the United States Environmental Protection Agency. If new regulatory requirements necessitate capital improvements or budget amendments, the Authority shall take all necessary actions to accomplish the same. The Authority shall be responsible for all regulatory violations including compliance costs or penalties assessed for same, which arise out of or are solely created through: (1) material errors or omissions by its personnel and agents in the day-to-day operations of the Authority Water Supply Facilities; or (2) the failure of the Authority to timely proceed administratively to undertake or complete a requirement imposed by any regulatory agency in any consent order or operating permit. The Authority shall maintain adequate catastrophic insurance on the Authority Water Supply Facilities on such terms and amounts as established by the Authority.

- 24.2 Water Quality. The Authority shall use its best efforts to deliver water of good and uniform quality from the Authority Water Supply Facilities to the Delivery Point(s). The water delivered by the Authority to the Delivery Point(s) shall be stabilized and shall meet all federal, state or regional regulations and orders relating to drinking water, which are applicable to water produced, stored and transported at and through the Authority Water

Supply Facilities.

- 24.3 Water Measurement. The Authority shall use its reasonable efforts to measure all water delivered to the Delivery Point(s) of Customers. The Authority shall own and maintain the meters at all Delivery Point(s). The Authority shall maintain complete and accurate records of its water measurements. Water flow measurements recorded by the Authority shall be the exclusive means of determining the quantity of water delivered to the Delivery Point(s) under this Contract. The metering equipment shall be of standard make and type, installed at a readily accessible location, and shall record flow with accuracy sufficient to meet all applicable reporting requirements. The Authority will check the accuracy of the meters annually, provide a report regarding the condition, accuracy and state of the meters and provide for a certified calibration test and any appropriate recalibration. Upon request and at the expense of the Customer, the Authority shall make arrangements for a meter test to be conducted by an independent testing facility who shall conform to the manufacture's standards and where appropriate conduct the test as a field test. The Customers may be present when the meters are checked for accuracy, and the test records shall be made available for inspection by the Customers upon reasonable request. If the accuracy of the meter is determined to be at least four (4) percent beyond the limits prescribed by the manufacturer, the meter will be assumed to have been inaccurate from the mid-point of the time since the last annual inspection, or the last calibration, or the last independently certified test, or the last six (6) months whichever is less. The following month's billing will be adjusted taking into account the nature of the inaccuracy to show a credit or additional charge to the respective Customer for the metered flow for that period.
- 24.4 Permits. The Authority shall use its best efforts to obtain all Permits necessary to provide

the Customers with water in accordance with the Water Allocations, New Water Supply Demands and its duty to its Exclusive Provider Customer(s).

24.5 Financing the Authority Water Supply Facilities. The Authority shall use its best efforts to borrow funds and to set adequate reserves and budgeted expenditures necessary to cover costs to be incurred in constructing, acquiring, operating, maintaining, repairing, replacing or upgrading the Authority Water Supply Facilities.

24.6 Acquisition of Real Property. The Authority shall use its best efforts to acquire all interest in real and personal property (if any) necessary for the expansion, construction, management and operation of the Authority Water Supply Facilities. The Authority shall retain in its own name any interest in real property acquired in connection with the Authority Water Supply Facilities.

24.7 Water Pressures. The Authority shall use its best efforts to supply water under normal operating conditions at the Annual Average Daily Quantity at a pressure not less than 65 psi at the Customer Delivery Point(s) to the Customer unless a different pressure is specified in Exhibit "D". The Authority will not be responsible for interruptions or abnormal operating conditions that cause reduced pressures for interim periods that are beyond the Authority's control.

24.8 Priority of Payment. All monies received by the Authority from the Customers pursuant to this Contract shall be applied in the following order of priority:

FIRST: To the payment of Operating and Maintenance Cost (other than renewal of replacement costs) as provided in the Financing Documents for the Obligations;

SECOND: To the payment of Debt Service Cost as provided in the Financing Documents for the Obligations;

THIRD: To the payment of the renewal and replacement costs;

FOURTH: To the payment of the DeSoto Payment and Charlotte Obligations;

FIFTH: To the payment of any charges or Obligations due and owing by the Authority.

25. ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE CUSTOMERS. The Customers hereby represent, warrant and covenant to the Authority as follows:

- 25.1 Irrevocable Commitment to Pay. The Customers recognize that circumstances, such as equipment maintenance or failure, construction delays, failure to obtain Permits, limitations on Permits, transmission line ruptures or defects, acts of God, etc., may prevent the performance by the Authority of its obligations pursuant to this Contract. Under such circumstances, the Customers shall continue to pay their respective Water Rate throughout the term of this Contract. Said payments by the Customers shall be made without notice or demand and without set-off, counterclaim, abatement, suspension or deduction. The Authority is undertaking construction of the REP and additional water supply projects and operation and maintenance of the Authority Water Supply Facilities based in part on the representations, warranties and covenants of the Customers set forth in this Contract.
- 25.2 Acquisition of Real Property. Subject to Section 22 herein, the Customers shall promptly cooperate with the Authority in acquiring all interests in real property necessary to construct, manage and operate the Authority Water Supply Facilities and Water Supply Sources.
- 25.3 Utility System Charges. The Customers shall fix, revise, maintain and collect such fees, rates, tariffs, rentals or other charges for the use of products, services and facilities of their water utility systems as shall be necessary to fund the timely payment of their respective

obligations and liabilities under this Contract as well as all other obligations payable from the revenues of their water systems.

25.4 Cooperation on Permits. Subject to Section 22 herein, for the construction and operation of the facilities necessary for the REP and future Authority Water Supply Sources, the Customers shall promptly cooperate with the Authority in obtaining any and all Permits necessary or convenient for construction, expansion, alteration, replacement or operation.

25.5 Cooperation on the REP. The Customers shall promptly cooperate with the Authority in operating or expanding for the REP.

25.6 Utility System Operation and Maintenance Account. Each Customer shall maintain its water utility system operation and maintenance accounts throughout the term of this Contract for the purpose of paying its obligations and liabilities under this Contract. At all times during the term of this Contract, the Customers' obligations and liabilities under this Contract shall be considered an operating expense of its water utility systems and shall be paid from its water utility systems operation and maintenance accounts or capacity fee account or facility investment fees, if appropriate; provided, however, that such obligations and liabilities of a Customer shall not be considered an operating expense of its water utility system nor need it be paid from the operation and maintenance account to the extent the Customer has budgeted and appropriated legally available moneys for such purpose and is current on all its obligations arising hereunder. For the purpose of paying their obligations and liabilities under this Contract, Customers may utilize, in addition to their water utility operation and maintenance accounts, facility investment fees or other capacity fees as identified in their adopted rate resolutions.

25.7 Cooperation on Issuance of Authority Obligations. Each Customer shall cooperate with the

Authority in issuance of the Authority's Obligations. In such connection, each Customer and the Authority shall comply with reasonable requests of each other and will, upon request, do as follows: (i) make available general and financial information about itself; (ii) consent to publication and distribution of its financial information; (iii) certify that its general and financial information is accurate, does not contain any untrue statements of a material fact and does not omit a material fact necessary to make the statements in the information, in light of circumstances under which they are made, not misleading; (iv) make available certified copies of official proceedings; (v) provide reasonable certifications to be used in a transcript of closing documents; and (vi) provide and pay for reasonable requested opinions of counsel as to the validity of its actions taken in respect to and the binding effect of the Second Amended Interlocal Agreement and this Contract, and pending litigation which could materially affect its performance hereunder. Each Customer shall provide the Authority reasonable assurance that no actions taken by it shall adversely affect the exclusion from gross income of interest on the Authority's Obligations for purposes of federal income taxation. Each Customer covenants to assist the Authority in any reasonable manner with respect to the issuance of such Obligations, including but not limited to participation and assistance with any court proceeding seeking to validate the Obligations pursuant to Chapter 75, Florida Statutes.

25.8 Payment for Obligations. If a Customer defaults on the payment of its Water Rate established pursuant to this Contract, each non-defaulting Customer shall have the option to take the defaulting Customer's pro-rata share (based on each Customer's percentage of the total Water Allocation of the Authority) and corresponding payment obligation of the defaulting Customer's Water Allocation within sixty (60) days of notice of the defaulting

Customer's Water Allocation from the Authority. If any of the defaulting Customer's Water Allocation remains after the expiration of sixty (60) days notice period, then each non-defaulting Customer may by mutual agreement with the Authority take any or all of the remaining Water Allocation and corresponding payment obligation created by the default. Any portion of the defaulting Customer's Water Allocation that remains unallocated shall be added to the Redistribution Pool or designated as Authority water capacity; however, these actions shall not relieve the defaulting Customer of its payment obligation to the Authority.

26. PLEDGE OF CONTRACT REVENUES. The Authority may pledge any payments, interest or other income or revenues derived under this Contract for the purpose of securing any revenue bonds issued by the Authority to finance the REP and new water supply projects of the Authority Water Supply Facilities.

27. NORTH PORT'S OPTION TO BECOME A MEMBER. If the Authority pursuant to the process set forth in the Second Amended Interlocal Agreement, adds a municipality as an Authority Member Government, then North Port at its option may become a member of the Authority upon the same terms and conditions as the new municipality member. North Port must exercise its option within thirty (30) days of the effective date of the amendment to the Second Amended Interlocal Agreement adding the new municipality as a member.

28. IMPLEMENTATION AGREEMENT. An Implementation Agreement dated March 8, 1996 was entered into by the Authority and Charlotte that provides, in part, that no further expansion of the Peace River Regional Water Treatment Facility beyond the PRO can be implemented without the Southwest Florida Water Management District setting the Minimum Flow and Levels for the Peace River. Charlotte, without waiving the application of the Implementation Agreement to any further expansion of the Authority Water Supply Facilities beyond the REP, agrees

not to apply the provision of the Implementation Agreement to the development, construction or operation of the REP. However, the Implementation Agreement applies to any further expansion of the Peace River Regional Water Treatment Facility beyond the REP; and it requires that before any further expansion is implemented, Minimum Flows and Levels must be set for the Peace River or the Authority must complete a Section 403.412, Florida Statutes, action including an appeal of an adverse ruling of the lower tribunal, against the District to require it to set Minimum Flows and Levels for the Peace River.

29. **RE-RATING REGIONAL WATER SYSTEM.** To the extent that any component of the Regional Water System is re-rated or treatment capacity is modified with the appropriate regulatory agencies (either an increase or decrease in capacity), then each Customer's corresponding Water Allocation will be adjusted pro-rata on a basis consistent with the Cost Allocation percentage of each Customer. The Authority agrees not to initiate a re-rating process with the intent to reduce System Capacity. For example, a Customer with a Water Allocation of 10% would receive an increase in Water Allocation of 100,000 gallons per day for a 1,000,000 gallon per day re-rating increase. To the extent that the re-rating of the Regional Water System results in the incurrence of additional capital expenditures, the Authority will notify the affected Customers of such expenditures. The expenditures required for and the associated re-rating will be allocated proportionately pursuant to the Water Allocation percentage unless any Customer(s) decide not to participate in the cost and associated benefits of the re-rating. If a Customer does not participate in the re-rating, then the change in Water Allocation and the expenditures will be allocated pro-rata to the participating Customers in accordance with their Water Allocation. All expenditures associated with re-rating will be the responsibility of the participating Customers and are to be paid to the Authority in accordance with the Contract. To the extent any increase in Water Allocation is not

allocated to the Customers, it shall be transferred to the Redistribution Pool.

30. **DEFAULT AND REMEDY.** Recognizing the region's paramount need for a safe and dependable source of water supply, the Parties agree this Contract may not be terminated prior to the normal expiration date specified in Section 2 and the remedy for a breach of the Contract shall be specific performance, injunctive relief and any other equitable relief, as well as monetary damages.

31. **DESIGNATION AS REPRESENTATIVE AND CO-APPLICANT STATUS.** The Authority and the Customers shall be co-applicants for any SWFWMD water use permits needed for the Authority Water Supply Facilities and Authority Water Supply Sources. Subject to Section 22 herein, the Customers shall waive all objections to the Permit applications relating to the acquisition, operation, replacement or expansion of the Authority Water Supply Facilities and Authority Water Supply Sources issued by a federal, state, or regional governmental entity. The Customers hereby designate the Authority as their representative with respect to any such Permit or in any administrative or judicial proceeding relating thereto.

32. **APPLICABLE LAW AND VENUE.** The laws of the State of Florida govern the validity, interpretation, construction and performance of this Contract and venue for any suit involving this Contract shall be in Hillsborough County, Florida.

33. **NO ASSIGNMENT.** The rights, obligations and interests of the Customers and Authority under this Contract may not be wholly or partially sold, assigned, transferred, pledged or hypothecated unless approved in writing by all Parties.

34. **NOTICE.** All notices, demands, requests and other communications shall be deemed sufficient and properly given, if in writing and delivered in person to the following addresses, sent by certified or registered mail, or by overnight delivery, postage prepaid with return receipt requested, at such addresses; provided, if such notices demands, requests or other

communications are sent by mail or overnight delivery, they shall be deemed as given on the third day following such mailing which is not a Saturday, Sunday or a day on which United States mail is not delivered: The Authority's Executive Director's Office, 1645 Barber Road, Suite A, Sarasota, Florida 34240; the Charlotte County Administrator's Office, Charlotte County Administration Center, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094; Manatee County Administrator's Office, Manatee County Administration Center, 1112 Manatee Avenue West, Suite 920, Bradenton, Florida 34205; the DeSoto County Administrator's Office, 201 East Oak Street, Arcadia, Florida 34266; the Sarasota County Administrator's Office, 1660 Ringling Boulevard, Sarasota, Florida 34236; and the North Port City Manager's Office, 5650 North Port Boulevard, North Port, Florida 34287. Any Party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent.

35. **RELATIONSHIP OF THE PARTIES.** Nothing herein shall be deemed to constitute any Party a partner or joint venturer, or to create any fiduciary relationship among the Parties.

36. **THIRD PARTY BENEFICIARIES.** No right or cause of action shall accrue upon or by reason hereof, or for the benefit of any person not expressly named as a Party in this Contract, except for any holders of Obligations and/or credit enhancers relating to Obligations who shall be third party beneficiaries of this Contract.

37. **WAIVER.** Unless otherwise specifically provided by the terms of this Contract, no delay or failure to exercise a right resulting from any breach of this Contract shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty or covenant contained in this Contract is breached by

any Party and thereafter waived by another Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressly or impliedly, any other breach under this Contract.

38. **AUTHORIZED REPRESENTATIVES.** For purposes of this Contract, the Parties authorized representatives are as follows: the Authority Executive Director, the Charlotte County Administrator, the DeSoto County Administrator, the Manatee County Administrator, the Sarasota County Administrator, and the City of North Port City Manager. Any Party may change its authorized representative at any time by written notice to all other Parties.

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

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

41. **ATTORNEYS FEES AND COST.** In the event there is litigation arising under or related to this Contract, the losing Party or Parties shall pay to the successful Party or Parties all attorney's fees and costs and expenses incurred in enforcing the Contract, including attorneys' fees incurred on appeal, in adversarial administrative proceedings and in connection with bankruptcy

proceedings, to the extent allowed by law. This provision shall survive the termination of this Contract.

42. **AMENDMENT.** This Contract may only be amended by a writing duly executed by the Authority, Manatee, Charlotte, DeSoto, Sarasota and North Port and only to the extent permitted by the Financing Documents authorizing the issuance of the Obligations.

43. **ENTIRE AGREEMENT.** This Contract shall constitute the entire agreement of the Authority, Charlotte, Manatee, DeSoto, Sarasota, and North Port with respect to the Authority's provision of drinking water supply.

44. **FURTHER ASSURANCES.** The Authority, Manatee, Charlotte, DeSoto, Sarasota, and North Port each shall use all reasonable efforts to provide such information, execute such further instruments and documents and take actions as may be reasonably requested by another Party and not inconsistent with the provisions of this Contract and not involving the assumption of obligations or liabilities different from, in excess of or in addition to those expressly provided for in this Contract to carry out the intent of this Contract.

45. **CONSENTS.** To the extent that the consent of any Party to this Contract is required as a condition to the action of other Parties, such consent shall not be unreasonably withheld.

46. **SUCCESSORS AND ASSIGNS.** This Contract shall be binding upon and inure to the benefit of the respective successors, permitted assigns, administrators and trustees of the Authority, Manatee, Charlotte, DeSoto, Sarasota, and North Port.

47. **EXECUTION OF DOCUMENTS.** This Contract shall be executed in fifteen (15) duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument.

48. **INTERLOCAL AGREEMENT.** This Contract shall constitute an interlocal agreement pursuant to Section 163.01, Florida Statutes. A true and correct copy of this Contract and any subsequent amendments shall be recorded by the Authority with the clerk of the circuit court in Manatee, Charlotte, DeSoto and Sarasota.

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

50. **SOVERIGN IMMUNITY.** The Customers intend to avail themselves to the benefits of Sections 768.28 and 163.01(9)(c), Florida Statutes, and of other statutes and common law governing sovereign immunity to the fullest extent possible. In accordance with Section 163.01(5)(o), Florida Statutes, therefore the Customers are not jointly liable for the torts of the officers or employees of the Authority, or any other tort attributable to the Authority, and that only the Authority shall be liable for torts attributable to it or for torts of its officers or employees, and then only to the extent of the waiver of sovereign immunity or limitation of liability specified in Section 768.28, Florida Statutes. The Customers intend the Authority to have all the privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State of Florida. Nothing in this Contract is intended to inure to the benefit of any third-party for the purposes of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

51. **CONFLICT WITH INTERLOCAL AGREEMENT.** To the extent any provision herein shall conflict with a provision in the Second Amended Interlocal Agreement, the provision in the Second Amended Interlocal Agreement shall be controlling.

52. **GOOD FAITH.** The Parties agree to exercise good faith and fair dealing in respect to all matters relating to this Contract.

53. **WATER PURCHASE.** The Customers shall have a preferential right to purchase water from the Authority. The Authority may purchase water from any source available.

IN WITNESS WHEREOF, the Authority, Manatee, Charlotte, DeSoto, Sarasota, and North Port have executed this Contract on the day, month and year first above written.

PEACE RIVER/MANASOTA REGIONAL
WATER SUPPLY AUTHORITY

WITNESS:

Edward Yates
Linda Stewart

By: Patricia M. Glass

Date: October 5, 2005

Approved as to form:
Edward Yates
Attorney for Peace River/Manasota
Regional Water Supply Authority

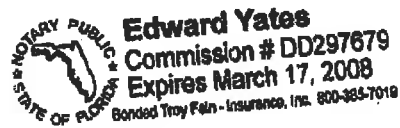


STATE OF FLORIDA
COUNTY OF SARASOTA

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

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of October, 2005.

Edward Yates
Notary Public, My
Commission
Expires:



CHARLOTTE COUNTY
BOARD OF COUNTY COMMISSIONERS

WITNESS:

[Signature]
[Signature]

By: [Signature]
Sara J. Devos, Chairman
Date: 9/29/05

Approved as to form:

[Signature]
Attorney for Charlotte County MB
Janette S. Knowlton
LR #05-43

ATTEST:
Barbara T. Scott, Clerk of Circuit
Court and Ex-Officio Clerk to the
Board of County Commissioners

By: [Signature]
Deputy Clerk

STATE OF FLORIDA
COUNTY OF CHARLOTTE

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

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of September, 2005.

[Signature]
Notary Public, My
Commission
Expires: NOTARY PUBLIC-STATE OF FLORIDA
Stacey K. Miller
Commission # DD448505
Expires: JULY 07, 2009
Bonded Thru Atlantic Bonding Co., Inc.

DESOTO COUNTY

WITNESS:

Craig M. Coffey
Sonnia J. Holt

By: Ronald P Neads

Date: September 13, 2005

Approved as to form:

[Signature]
Attorney for DeSoto County

STATE OF FLORIDA
COUNTY OF DESOTO

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

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of September, 2005.

Carol Treadwell

Notary Public, My
Commission
Expires:



MANATEE COUNTY

WITNESS:

By: _____

R. B. Shore

Date: _____

9/20/05



Approved as to form:

Not applicable

Attorney for Manatee County

ATTEST:

R. B. SHORE

Clerk of the Circuit Court

By: _____

Jessie L. ...

STATE OF FLORIDA
COUNTY OF MANATEE

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

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2005.

Notary Public, My
Commission
Expires:

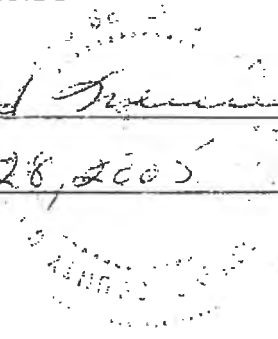
SARASOTA COUNTY

WITNESS:

Kathleen Schneider
Tricia Gray

By: Paul H. Mercier

Date: SEPT 28, 2005



Approved as to form:

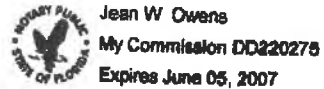
[Signature]
Attorney for Sarasota County

STATE OF FLORIDA
COUNTY OF SARASOTA

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

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of SEPTEMBER, 2005.

Jean W Owens
Notary Public, My
Commission
Expires:



WITNESS:

Robert K. Robin
Cynthia Mich

CITY OF NORTH PORT

Richard A. Lockhart, Commission Chair

By: [Signature]

Date: October 4, 2005

Approved as to form:

Robert K. Robin
Attorney for City of North Port

ATTEST:

[Signature]
Helen M. Rainbeau, CMC
City Clerk

STATE OF FLORIDA
COUNTY OF SARASOTA

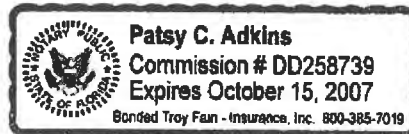
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, Commissioner Richard A. Lockhart to me known to be the person described in and who executed the foregoing instrument on behalf of the City of North Port, and Commissioner Richard A. Lockhart, acknowledged before me that Commissioner Richard A. Lockhart, executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of October, 2005.

Patsy C. Adkins

Notary Public, My
Commission

Expires: October 15, 2007



PR Contract Exhibits

- A DESOTO PAYMENT
- B WATER ALLOCATION
- C NEW WATER SUPPLY DEMANDS
- D REGIONAL TRANSMISSION SYSTEM DELIVERY POINTS
- E REGIONAL TRANSMISSION SYSTEM HYDRAULIC CAPACITY ENTITLEMENT
- F COST ALLOCATION PERCENTAGES
- G REGIONAL EXPANSION PROGRAM
- H WATER ALLOCATION BY PROJECT
- I DESOTO EXISTING WATER SOURCES TO REMAIN AFTER DESIGNATION OF THE AUTHORITY AS EXCLUSIVE PROVIDER
- J PEACE RIVER REGIONAL WATER TREATMENT FACILITY – ANNUAL CAPITAL COMPONENT CHARGE REDEMPTION PROVISION

EXHIBIT "A"

DeSoto Payment Schedule

DeSoto Payment (Annual Assessment)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000
FY06	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000
FY07	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000
FY08	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000
FY09	\$361,403	\$15,424	\$177,073	\$44,346	\$598,247
FY10	\$363,140	\$15,341	\$244,396	\$53,586	\$676,463
FY11	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
FY12	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
FY13	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
FY14	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
Remaining Years	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000

EXHIBIT "B"

Water Allocation

Annual Average Daily (MGD)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	12.525	0.535	3.048	1.192	17.300
FY06	12.758	0.550	3.500	1.192	18.000
FY07	12.758	0.550	3.500	1.192	18.000
FY08	12.758	0.550	3.500	1.192	18.000
FY09	13.895	0.593	6.808	1.705	23.001
FY10	15.031	0.635	10.116	2.218	28.000
FY11	16.100	0.675	13.225	2.700	32.700
FY12	16.100	0.675	13.225	2.700	32.700
FY13	16.100	0.675	13.225	2.700	32.700
FY14	16.100	0.675	13.225	2.700	32.700
Remaining Years	16.100	0.675	13.225	2.700	32.700

Peak Monthly Average Day (MGD)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	15.030	0.642	3.658	3.146	22.476
FY06	15.310	0.660	4.200	3.146	23.316
FY07	15.310	0.660	4.200	3.146	23.316
FY08	15.310	0.660	4.200	3.146	23.316
FY09	16.187	0.690	7.931	3.146	27.954
FY10	17.512	0.740	11.785	3.146	33.183
FY11	18.757	0.786	15.407	3.146	38.096
FY12	18.757	0.786	15.407	3.146	38.096
FY13	18.757	0.786	15.407	3.146	38.096
FY14	18.757	0.786	15.407	3.146	38.096
Remaining Years	18.757	0.786	15.407	3.146	38.096

Maximum Day (MGD)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	17.535	0.749	4.267	3.780	26.331
FY06	17.861	0.770	4.900	3.780	27.311
FY07	17.861	0.770	4.900	3.780	27.311
FY08	17.861	0.770	4.900	3.780	27.311
FY09	19.453	0.830	9.531	3.780	33.594
FY10	21.043	0.889	14.162	3.780	39.874
FY11	22.540	0.945	18.515	3.780	45.780
FY12	22.540	0.945	18.515	3.780	45.780
FY13	22.540	0.945	18.515	3.780	45.780
FY14	22.540	0.945	18.515	3.780	45.780
Remaining Years	22.540	0.945	18.515	3.780	45.780

Annual Average Day, Peak Monthly Average Day, Maximum Day are expressed in million gallons per day (MGD).

EXHIBIT "C"
New Water Supply Demands

Annual Average Day (MGD)					
Fiscal Year	Charlotte Co.	DeSoto Co.	Sarasota Co.	North Port	Total
FY05	0.000	0.000	0.000	0.000	0.000
FY06	0.000	0.153	0.000	0.808	0.961
FY07	0.000	0.578	0.000	1.558	2.136
FY08	0.000	1.200	0.000	2.308	3.508
FY09	0.000	2.080	0.000	2.065	4.145
FY10	0.000	3.114	0.000	2.082	5.196
FY11	1.658	3.429	0.000	2.200	7.287
FY12	1.658	3.785	0.000	2.700	8.143
FY13	1.658	4.140	3.000	3.200	11.998

Peak Monthly Average Day (MGD)					
Fiscal Year	Charlotte Co.	DeSoto Co.	Sarasota Co.	North Port	Total
FY05	0.000	0.000	0.000	0.000	0.000
FY06	0.000	0.184	0.000	1.547	1.731
FY07	0.000	0.694	0.000	2.731	3.425
FY08	0.000	1.440	0.000	3.714	5.154
FY09	0.000	2.496	0.000	4.740	7.236
FY10	0.000	3.737	0.000	5.255	8.992
FY11	0.000	4.115	0.000	5.825	9.940
FY12	1.990	4.542	0.000	6.229	12.761
FY13	1.990	4.968	3.600	6.599	17.157

Maximum Day (MGD)					
Fiscal Year	Charlotte Co.	DeSoto Co.	Sarasota Co.	North Port	Total
FY05	0.000	0.000	0.000	0.000	0.000
FY06	0.000	0.214	0.000	2.460	2.674
FY07	0.000	0.809	0.000	4.010	4.819
FY08	0.000	1.680	0.000	5.285	6.965
FY09	0.000	2.912	0.000	6.606	9.518
FY10	0.000	4.360	0.000	7.245	11.605
FY11	0.000	4.801	0.000	7.950	12.751
FY12	2.321	5.299	0.000	8.430	16.050
FY13	2.321	5.796	4.200	8.860	21.177

Annual Average Day, Peak Month Average Day, Peak Day are expressed in million gallons per day (MGD)

EXHIBIT "D"

**Regional Transmission System
Delivery Points**

	Delivery Points	Pressure (5)
36-Inch/12-Inch RTS (1)	<u>Charlotte County:</u> <ul style="list-style-type: none"> • Harbor Boulevard @ Bachman • Kings Highway @ DeSoto/Charlotte County Line <u>DeSoto County:</u> <ul style="list-style-type: none"> • Pem Brook Pines • Kings Highway @ Lake Suzy Utilities City of North Port: <ul style="list-style-type: none"> • Raintree @ Serris Drive 	65 psi
42-Inch RTS (2)	<u>Sarasota County:</u> <ul style="list-style-type: none"> • T. Mabry Carlton: Jr. WTP 	20 psi
24-Inch Kings Highway RTS (3)	<u>Charlotte County:</u> <ul style="list-style-type: none"> • Kings Highway @ Kingsway Circle <u>DeSoto County:</u> <ul style="list-style-type: none"> • Kings Highway @ Riverside RV Park • Kings Highway @ Peace River Street* • Kings Highway @ adjacent to Lake Suzy* 	65 psi
20-Inch DeSoto Regional Pipeline (4)	<u>DeSoto County:</u> <ul style="list-style-type: none"> • 8 delivery points along the transmission line as identified in the contract* 	65 psi

- (1) The 36-Inch/12-Inch RTS consists of approximately 7 miles of 36-inch pipeline starting at the Peace River Water Treatment Facility and ending south of the Charlotte/Sarasota County border; and 12-inch pipeline extending from the 36-inch pipeline at the DeSoto/Sarasota County border south to Kings Highway and ending at the DeSoto/Charlotte County line.
- (2) The 42-inch RTS consists of approximately 23 miles of 42-inch pipeline starting at the Peace River Water Treatment Facility and ending at the T. Mabry Carlton Jr. Water Treatment Plant in Sarasota County.
- (3) The 24-inch Kings Highway RTS consists of approximately 5 miles of 24-inch pipeline starting at the Peace River Water Treatment Facility and paralleling Kings Highway ending at the DeSoto/Charlotte County line. See contract entitled: Kings Highway

Segment Regional Transmission System Pipeline Agreement between The Peace River/Manasota Regional Water Supply Authority and Charlotte County dated October 27, 1998.

- (4) The 20-Inch DeSoto Regional Pipeline. See contract entitled: DeSoto County Regional Pipeline Extension Amended Pipeline Agreement dated June 21, 2004.
- (5) Water pressure at delivery points at a quantity no greater than the average annual daily rate as designated on Exhibit "B" or as specifically designated by the Authority for a delivery point.
- * Future Delivery Points already in planning, design or construction.

EXHIBIT "E"

Regional Transmission System Hydraulic Capacity Entitlement

	Charlotte County	DeSoto County	Sarasota County	City of North Port
36-Inch/12-Inch RTS (1)	89.65%	0.42%	0.000	9.93%
42-Inch RTS (2)	0.000	0.000	100%	0.000
24-Inch Kings Highway RTS (3)	80%	20%	0.000	0.000
20-Inch DeSoto(4)	0.000	3.1 MGD	0.000	0.000

- (1) The 36-Inch 12-Inch RTS consists of approximately 7 miles of 36-inch pipeline starting at the Peace River Water Treatment Facility and ending south of the Charlotte/Sarasota County border; and 12-inch pipeline extending from the 36-inch pipeline at the DeSoto/Sarasota County border south to Kings Highway and ending at the DeSoto/Charlotte County line.
- (2) The 42-inch RTS consists of approximately 23 miles of 42-inch pipeline starting at the Peace River Water Treatment Facility and ending at the T. Mabry Carlton Jr. Water Treatment Plant in Sarasota County.
- (3) The 24-inch Kings Highway RTS consists of approximately 5 miles of 24-inch pipeline starting at the Peace River Water Treatment Facility and paralleling Kings Highway ending at the DeSoto/Charlotte County line. See contract entitled: Kings Highway Segment Regional Transmission System Pipeline Agreement between The Peace River/Manasota Regional Water Supply Authority and Charlotte County dated October 27, 1998.
- (4) The 20-Inch DeSoto Regional Pipeline. See contract entitled: DeSoto County Regional Pipeline Extension Amended Pipeline Agreement dated June 21, 2004.

Current pipelines are more than adequate to transport Charlotte's 16.1 MGD to its water system.

EXHIBIT "F"

COST ALLOCATION PERCENTAGES

	<u>Charlotte</u>	<u>DeSoto</u>	<u>Sarasota</u>	<u>North Port</u>
Peace River Regional Water Treatment Facility (1991 Facility) Cost Allocation	89.65%	0.42%	0.00%	9.93%
PRO Cost Allocation	33.33%	8.33%	58.34%	0.00%
REP Cost Allocation*	27.21%	0.81%	61.72%	10.26%

* The REP cost allocation percentages were applied to the total oversized facilities payment to Charlotte for the REP; however, Charlotte paid in advance for its portion so that payment by the remaining participating Customers is made pursuant to the cost allocation percentages in Section 18.2, as follows: Sarasota paying 85.62%, North Port paying 13.28% and DeSoto paying 1.1%.

EXHIBIT "G"

Regional Expansion Program Proposed Project Plan

Authority Water Supply Facilities Overview

The Authority Water Supply Facilities, located in DeSoto County, provide public drinking water to residents of Charlotte, DeSoto and Sarasota counties. The facilities allow for the use of surface water to alleviate further stress on groundwater supplies and resultant degradation in the Southern Water Use Caution Area ("SWUCA").

The Regional Expansion Program ("REP") is to build out the Authority Water Supply Facilities to its existing water use permit ("WUP") capacity and intended to meet water demand in the Authority's system service area, as detailed in Figure A, attached. The issuance of the WUP in 1996 provides for expansion of the Authority Water Supply Facilities to meet an anticipated demand of 32.7 million gallons per day ("MGD") by the year 2016. The permit includes future water quantities to meet the needs of Charlotte, DeSoto and Sarasota counties and the City of North Port.

The Authority Water Supply Facilities have a current delivery capacity to supply 18 MGD of water and is located next to the Peace River in southwest DeSoto County. The Authority Water Supply Facilities utilizes the Peace River as a primary source and integrates the use of an off-stream reservoir for raw water storage and aquifer storage and recovery (ASR) wellfield for treated water storage. The reservoir and ASR wellfield are used for source supply when river flow is below minimum limits for withdrawal or when river water quality is poor.

PROJECT Description

The existing water treatment plant capacity is 24 MGD to provide for ASR recharge capacity. The treatment process provides for color removal of surface water including alum coagulation, filtration and disinfection. Build out of the facility to meet projected water demands projected within the WUP of 32.7 MGD by 2016 is proposed by the Authority's Regional Expansion Program. The Southwest Florida Water Management District ("SWFWMD") issued a WUP to the Authority in 1996 that allows for withdrawal from the Peace River to meet a demand of 32.7 MGD. The term of the permit is for 20 years through 2016.

The source of raw water for the Authority Water Supply Facilities is the Peace River. Under the SWFWMD's WUP issued to the AUTHORITY, the AUTHORITY can divert up to 10 percent of the Peace River flow to the Authority Water Supply Facilities when flow exceeds 130 cubic feet per second (cfs). During periods of high flows from the Peace River, raw water is stored in an off-stream reservoir and any water after treatment in excess of customers' demand is stored in the ASR wellfield which consists of 21 ASR wells. When the conditions of the Peace River are such that the ability to withdraw from the river is partially or completely eliminated, the off-stream reservoir and ASR wellfield are utilized to meet the water supply demands of the Authority's customers.

The Authority's Regional Expansion Program will provide expanded facilities to provide the ability to deliver the total allocation of 32.7 MGD to the Authority's customers. The PROJECT includes expanding the raw water reservoir capacity with a second new off-stream reservoir with a capacity of 6 billion gallons, increasing the water treatment plant capacity by 24 MGD and extension of the regional transmission system to serve areas of DeSoto County.

Regional Reservoir Expansion

The existing off-stream reservoir capacity is approximately 0.6 billion gallons for the purpose of storing raw water withdrawn from the Peace River. The reservoir is used for raw water supply to the Authority Water Supply Facilities when river flow is below minimum limits for withdrawal or when river water quality is poor. The proposed Regional Reservoir Expansion is to provide approximately 6 billion gallons of additional storage, resulting in a total reservoir storage capacity of approximately 6.6 billion gallons. This storage volume is required to provide a sustainable supply to meet the Authority's customers' demand during dry periods when withdrawal from the Peace River is limited in order to maintain minimum flow to the downstream estuary and Charlotte Harbor.

The new reservoir will be an above-ground basin formed by an engineered earthen embankment approximately 30 feet above existing ground surface. The embankment will consist of compacted fill with a geosynthetic membrane and an impervious, water retaining zone within the embankment. A soil-bentonite slurry wall will be installed extending from the geosynthetic membrane zone to the underlying clay layer to cut off underseepage beneath the embankment. In addition, an internal chimney drain will be installed to intercept potential seepage through the embankment. A perimeter seepage collection ditch will be constructed at the downstream toe of the embankment to collect and convey seepage. Access to the reservoir will be limited for security reasons.

Mitigation for the reservoir impacts is planned through restoration of the RV Griffin Reserve. This reservoir is the largest surface area that can reasonably be built on the site without the need for off-site mitigation of on-site wetland impacts

New piping to pump up to 90 MGD of raw water from the river to the reservoir and piping to transfer water from the new reservoir to the exiting reservoir is also included in the project. The PROJECT includes design, permitting and construction of the reservoir expansion, including raw water piping improvement to improve the ability to divert raw water from the Peace River to the Reservoir.

The reservoir expansion will be located on AUTHORITY property and the RV Griffin Reserve owned by the SWFWMD. The land use plan presented in "A Plan for the Use and Management of the RV Griffin Reserve" (SWFWMD, November 1996) provides a conceptual siting of a reservoir expansion.

Peace River Water Treatment Plant Treatment Capacity Expansion

The current water treatment plant treatment capacity is 24 MGD. The proposed expansion is anticipated to provide an additional 24 MGD of treatment capacity and result in a total capacity of 48 MGD. The facility expansion is to include raw water pumping (river and reservoir), powder

activated carbon (PAC) contact basins, rapid mix, flocculation and sedimentation basins, filters, chlorine contact basins, chemical feed systems, above ground storage tanks, high service pumping, backwash recovery basins, residual thickening and mechanical dewatering system, instrumentation and controls. The additional treatment components will be incorporated into the existing treatment scheme and supervisory control and data acquisition (SCADA) system. The expansion also includes the construction of an operations center.

Improvements to the river raw water pump station will include the addition of new river pumps to increase the installed diversion pumping capacity to 90 MGD, consistent with the maximum day withdrawal allowed by the Authority's WUP, and construction of a second 48-inch raw water pipeline from the river pumping station to the reservoir site.

New pumps will be added to the existing reservoir pumping station to increase the reservoir pumping capacity to a firm capacity of 54 MGD of raw water from the reservoir to the treatment plant. A new 30-inch pipeline from the reservoir pump station to the treatment plant is also planned to accommodate the increased capacity of the reservoir pumping station.

DeSoto County Regional Transmission System Extension

The DeSoto County Regional Transmission System (RTS) extension will provide transmission of potable water from the Authority Water Supply Facilities to extended areas of DeSoto County. The RTS extension consists of approximately 5 miles of 20-inch diameter pipeline from the Peace River Facility to an end point at U.S. 17 and Enterprise Drive where it connects to the DeSoto County utility system. The pipeline route is adjacent to County Road 761 and U.S. 17 and is entirely within DeSoto County.

The RTS is sized beyond DeSoto's need to provide the capacity for potential future expansion of the Authority Water Supply Facilities to locations beyond DeSoto County and future interconnection with other neighboring utilities within DeSoto and Charlotte counties. Further interconnection of utility systems would enhance regional supply management and provide the opportunity to rotate and rest sources of supply.

Schedule

The anticipated schedule is provided in Table 1.

**Table 1
Authority Water Supply Facilities Expansion
Project Schedule**

	Regional Reservoir Expansion	Water Treatment Plant Expansion	DeSoto County RTS Extension
Consultant Selection	Completed	Completed	Completed
Expansion Analysis	Completed	Completed	Completed
'Water Quality Master Plan Update'	N/A	Completed	N/A
'Basis of Design Report'	September 2005	September 2005	Completed
Permitting	September 2006	September 2006	Completed
Detailed Plans and Specifications	September 2006	September 2006	Completed
Bidding	November 2006	November 2006	Completed
Award Construction Contract	December 2006	December 2006	Completed
Project Substantial Completion*	October 2008	October 2008	September 2005
Final Completion of Construction	March 2009	March 2009	September 2005

*Project Substantial Completion is the beneficial use of the facilities to produce and deliver water.

Costs

The summary of probable costs (2005 dollars) is provided in Table 2.

Table 2
Authority Water Supply Facilities Expansion
Summary of Probable Costs

Activity	Total Project Cost
Regional Reservoir Expansion	\$49,000,000
Water Treatment Plant Expansion	\$70,768,000
DeSoto County RTS Extension	<u>\$3,632,000</u>
TOTAL REP COST	\$123,400,000

The probable costs shown are hard costs for engineering services and construction. The costs do not include Authority administrative costs or cost of bond issuance.

EXHIBIT "H"

Water Allocation by Project

	Charlotte	DeSoto	Sarasota	North Port
Peace River Regional Water Supply Facility (1991 Facility)	10.758	0.050	0.000	1.192
PRO Water Allocation	2.000	0.500	3.500	0.000
REP Water Allocation	3.342	0.125	9.725	1.508

EXHIBIT "I"

**DeSoto Existing Water Sources to Remain After Designation
of the Authority as Exclusive Provider**

- 1) Sources associated with that certain Interlocal Bulk Water and Wastewater Supply Agreement Between the City of Arcadia and DeSoto County dated January 30, 2001.
- 2) The Reverse Osmosis Facility at DeSoto Correctional Institute.
- 3) The Reverse Osmosis Facility at the G. Perce Wood Memorial Hospital Facility.

EXHIBIT "J"

**Peace River Regional Water Treatment Facility – Annual Capital
Component Charge Redemption Provision**

Annual Capital Component Charge After REP Oversized Capacity Payment made to Charlotte County of \$3,287,098.00	\$1,971,557.00
Monthly Capital Component Charge payable To Charlotte County beginning January 1, 2006 Through and including October 1, 2021	\$ 164,296.42
Level Debt Service Factor based on Allocable Amount of Bond Issue related to Peace River Facility	7.491893%
Redemption value of Capital Component Charge Assuming a Series 2005 bond closing of December 14, 2005 and a Level Debt Service Factor of 7.491893% (Illustrative purposed only)	\$18,299,274.17

Redemption of Annual Capital Component Charge

Upon mutual agreement between the Authority and Charlotte, the remaining Annual Capital Component Charges of \$1,971,557.00 can be redeemed on any date at the following redemption price:

The sum of the present values of the remaining scheduled Annual Capital Component Charges on a monthly basis (\$164,296.42) discounted to the date of redemption on a monthly basis (assuming a 360 day year consisting of twelve 30-day months) at the Capital Component Charge for Peace River Regional Water Treatment Facility – level debt service factor based on allocable amount of 7.491893%.

✓ Linda Stewart
9415 Town Center Pkwy
Lakewood Ranch, FL 34202



SECOND AMENDMENT TO PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY MASTER WATER SUPPLY CONTRACT

THIS SECOND AMENDMENT TO PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY MASTER WATER SUPPLY CONTRACT ("Second Amendment") is made and entered into as of the 5th day of AUGUST, 2015, by and between the **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, and other applicable law, acting by and through its governing board ("Authority"); **MANATEE COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners ("Manatee"); **CHARLOTTE COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, ("Charlotte"); **DESOTO COUNTY**, a political subdivision of the State of Florida, acting through its Board of County Commissioners, ("DeSoto"); **SARASOTA COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, ("Sarasota"); and the **CITY OF NORTH PORT**, a municipal corporation of the State of Florida, acting by and through its Board of City Commissioners, ("North Port") (collectively "Customers").



WITNESSETH:

WHEREAS, the Authority and Customers entered into the Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract effective October 5, 2005 ("MWSC") and entered into a First Amendment to Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract on June 4th, 2008; and

WHEREAS, the Authority and Charlotte County entered into an Interlocal Agreement Resolving 1991 Rebuild Project Dispute ("Settlement") on November 25, 2014. This Settlement, in part, provides for Charlotte County and the Authority to cooperate to modify certain provisions of the MWSC including changing the definition of the term "Renewal and Replacement Costs" and modifying portions of Exhibit B entitled Water Allocation for Sarasota and City of North Port; and,

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2015098517 13 PG(5)
August 07, 2015 10:51:46 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

CHARLOTTE COUNTY CLERK OF CIRCUIT COURT
OR BOOK: 3699 PAGE 612 PAGE: 1 OF 13
INSTR # 2372563 Doc Type: AGR
Recorded: 8/5/2015 at 12:05 PM
Rec. Fee: RECORDING \$112.00
Cashier By: MICHELED



WHEREAS, pursuant to the MWSC, each Customer submitted to the Authority a report which identified its projections for Authority Supplied Water and the quantity of water it shall purchase from the Authority in the designated Contract Year. The New Water Supply Demands in Exhibit "C" of the MWSC provides for the quantity of water each Customer is irrevocably committed to purchase from the Authority, and the Authority agrees to supply such water; and

WHEREAS, the Customers have sought to modify the MWSC to remove all request for additional water from Exhibit "C" of the MWSC; and

WHEREAS, the MWSC may only be amended by in writing duly executed by the Authority, Manatee, Charlotte, DeSoto, Sarasota and North Port and pursuant to the terms and conditions of the MWSC.

NOW, THEREFORE, in consideration of the foregoing recitals, Authority and the Customers agree as follows:

1. **Incorporation of Rights**. The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Amendments**.

2.1 Exhibit "B" of the MWSC, entitled Water Allocation is deleted in its entirety and replaced with the Exhibit "B" table attached to this Second Amendment.

2.2 Exhibit "C" of the MWSC, entitled "New Water Supply Demands" and previously modified by the First Amendment to Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract dated June 4th, 2008, is deleted in its entirety and replaced with the Exhibit "C" table attached to this Second Amendment.

2.3 The definition of Renewal and Replacement Costs at provision 1.36 of the MWSC is deleted in its entirety and replaced with the following: "1.36 Renewal and Replacement Costs. The capital expenditures set forth in the annual budget approved by the Authority for the ordinary renewal, replacement, upgrade and betterment of the Authority Water Supply Facilities. Renewal and Replacement Costs do not include capital expenditures associated with the expansion or addition of water treatment, storage, pumping or transmission capacity."


2.4 Paragraph 16.7 Desoto Payment shall be deleted in its entirety and replaced with the following: "16.7 DeSoto Payment. The Authority shall collect from its

Customers in accordance with Exhibit "A", the DeSoto Payment and remit it to DeSoto. If the quantities of water allocated to the Authority under SWFWMD Water Use Permit Number 20010420.008 are modified and Authority Customer's Water Allocation in Exhibit "B" is amended for more than 34.7 MGD (Annual Average Daily) or if additional entities become Customers of the Authority, then the amount and methodology of the DeSoto Payment to be paid shall be readdressed by all Parties to the Contract."

2.5. Exhibit "A" of the MWSC, entitled Water Allocation is deleted in its entirety and replaced with the Exhibit "A" table attached to this Second Amendment.

IN WITNESS WHEREOF, the Authority, Manatee, Charlotte, DeSoto, Sarasota, and North Port have caused this Second Amendment to be executed effective as of the date first above written.

IN WITNESS WHEREOF, have executed this Second Amendment on the day, month and year first above written.

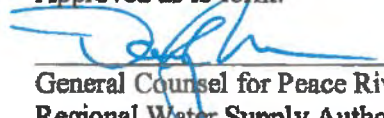
WITNESS:


PEACE RIVER MANASOTA REGIONAL
WATER SUPPLY AUTHORITY

By: 
Joan Charlie, Chairman

Date: August 5, 2015

Approved as to form:


General Counsel for Peace River Manasota
Regional Water Supply Authority

BOARD APPROVED

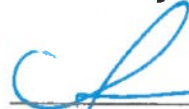
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**Peace River Manasota
Regional Water Supply Authority**

STATE OF FLORIDA
COUNTY OF MANATEE

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

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of August, 2015.



Notary Public
My Commission Expires:

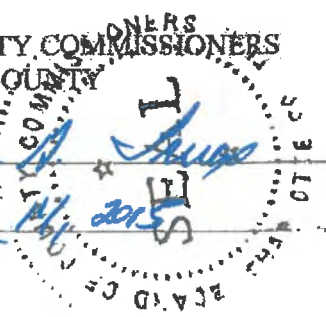


Ann Lee

COMMISSION # FF203788
EXPIRES: February 25, 2019
WWW.AARONNOTARY.COM

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY

By: William A. Auger
Chairman
Date: July 14, 2015



ATTEST:
Barbara T. Scott, Clerk of Circuit
Court and Ex-Officio Clerk to the
Board of County Commissioners

By: Barbara T. Scott
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Janette S. Knowlton
Janette S. Knowlton, County Attorney

STATE OF FLORIDA
COUNTY OF CHARLOTTE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, W^m G. Truex, to me known to be the person described in and who executed the foregoing instrument on behalf of Charlotte County, and NA acknowledged before me that W^m G. Truex, executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of July, 2015.



Bonnie S. Storer
Notary Public
My Commission Expires: 7/6/17

DESOTO COUNTY
BOARD OF COUNTY COMMISSIONERS

WITNESS:

Mandy J. Hines

MANDY J. HINES

By: [Signature]

Chair

Date: May 26, 2015

Approved as to form:

[Signature]

Attorney for DeSoto County

STATE OF FLORIDA
COUNTY OF DESOTO

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

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of June, 2015.

Jill Thompson

Notary Public

My Commission Expires:



JILL THOMPSON
Notary Public, State of Florida
My Comm. Expires Jan. 29, 2016
Commission No. EE 184593

MANATEE COUNTY
BOARD OF COUNTY COMMISSIONERS

By: *Betsy Benac*
Chair
Date: June 16, 2015



ATTEST: R. B. SHORE
Clerk of Circuit Court

By: *R. B. Shore*
Deputy Clerk

STATE OF FLORIDA
COUNTY OF MANATEE

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

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of June, 2015.



Kathleen C. Ellis
Notary Public
My Commission Expires: 6-17-2015

SARASOTA COUNTY
BOARD OF COUNTY COMMISSIONERS

WITNESS:

Charles Maloney

By: Carolyn J. Mason
Chair
Date: 7/17/15



Approved as to form:

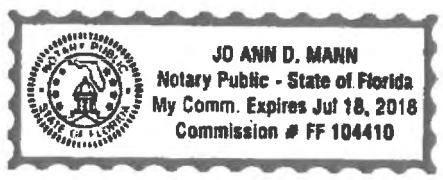
Steph...
Attorney for Sarasota County MS

STATE OF FLORIDA
COUNTY OF SARASOTA

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

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of July, 2015.

Jo Ann D. Mann
Notary Public
My Commission Expires:



CITY OF NORTH PORT

WITNESS:

Beth Scott

[Signature]

By: Ry DiFranco
Mayor

Date: 6-8-15

Approved as to form:

[Signature]
Attorney for City of North Port

ATTEST:

Helen M. Raimbeau
Helen M. Raimbeau, MMC
City Clerk

STATE OF FLORIDA
COUNTY OF SARASOTA

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

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of June, 2015.



Cynthia D Kelly
Notary Public
My Commission Expires: 11/24/17

EXHIBIT "A"

**DeSoto Payment Schedule
(approved 2015)**

DeSoto Payment (Annual Assessment)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000
FY06	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000
FY07	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000
FY08	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000
FY09	\$361,403	\$15,424	\$177,073	\$44,346	\$598,247
FY10	\$363,140	\$15,341	\$244,396	\$53,586	\$676,463
FY11	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
FY12	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
FY13	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
FY14	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
FY15	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
FY16	\$369,266	\$15,482	\$345,541	\$65,711	\$796,000
Remaining Years	\$369,266	\$15,482	\$345,541	\$65,711	\$796,000

EXHIBIT "B"**Water Allocation
(approved 2015)**

Annual Average Daily (MGD)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	12.525	0.535	3.048	1.192	17.300
FY06	12.758	0.550	3.500	1.192	18.000
FY07	12.758	0.550	3.500	1.192	18.000
FY08	12.758	0.550	3.500	1.192	18.000
FY09	13.895	0.593	6.808	1.705	23.001
FY10	15,031	0.635	10,116	2.218	28.000
FY11	16.100	0.675	13.225	2.700	32.700
FY12	16.100	0.675	13.225	2.700	32.700
FY13	16.100	0.675	13.225	2.700	32.700
FY14	16.100	0.675	13.225	2.700	32.700
FY15	16.100	0.675	13.225	2.700	32.700
FY16	16.100	0.675	15.060	2.865	34.700
Remaining Years*	16.100	0.675	15.060	2.865	34.700

Peak Monthly Average Day (MGD)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	15.030	0.642	3.658	3.146	22.476
FY06	15.310	0.660	4.200	3.146	23.316
FY07	15.310	0.660	4.200	3.146	23.316
FY08	15.310	0.660	4.200	3.146	23.316
FY09	16.187	0.690	7.931	3.146	27.954
FY10	17.512	0.740	11,785	3.146	33.183
FY11	18.757	0.786	15.407	3.146	38.096
FY12	18.757	0.786	15.407	3.146	38.096
FY13	18.757	0.786	15.407	3.146	38.096
FY14	18.757	0.786	15.407	3.146	38.096
FY15	18.757	0.786	15.407	3.146	38.096
FY16	19.320	0.810	18.084	3.438	41.652
Remaining Years*	19.320	0.810	18.084	3.438	41.652

Maximum Day (MGD)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	17.535	0.749	4.267	3.780	26.331
FY06	17.861	0.770	4.900	3.780	27.311
FY07	17.861	0.770	4.900	3.780	27.311
FY08	17.861	0.770	4.900	3.780	27.311
FY09	19.453	0.830	9.531	3.780	33.594
FY10	21.043	0.889	14.162	3.780	39.874
FY11	22.540	0.945	18.515	3.780	45.780
FY12	22.540	0.945	18.515	3.780	45.780
FY13	22.540	0.945	18.515	3.780	45.780
FY14	22.540	0.945	18.515	3.780	45.780
FY15	22.540	0.945	18.515	3.780	45.780
FY16	22.540	0.945	21.084	4.011	48.580
Remaining Years*	22.540	0.945	21.084	4.011	48.580

Annual Average Day, Peak Monthly Average Day, Maximum Day are expressed in million gallons per day (MGD).

*Remaining Years means the remaining years of the term of this MWSC.

EXHIBIT "C"
New Water Supply Demands
 (approved 2015)

Annual Average Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY15	0.000	0.000	0.000	0.000	0.000	0.000
FY16	0.000	0.000	0.000	0.000	0.000	0.000
FY17	0.000	0.000	0.000	0.000	0.000	0.000
FY18	0.000	0.000	0.000	0.000	0.000	0.000
FY19	0.000	0.000	0.000	0.000	0.000	0.000
FY20	0.000	0.000	0.000	0.000	0.000	0.000
FY21	0.000	0.000	0.000	0.000	0.000	0.000
FY22	0.000	0.000	0.000	0.000	0.000	0.000

Peak Month Average Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY15	0.000	0.000	0.000	0.000	0.000	0.000
FY16	0.000	0.000	0.000	0.000	0.000	0.000
FY17	0.000	0.000	0.000	0.000	0.000	0.000
FY18	0.000	0.000	0.000	0.000	0.000	0.000
FY19	0.000	0.000	0.000	0.000	0.000	0.000
FY20	0.000	0.000	0.000	0.000	0.000	0.000
FY21	0.000	0.000	0.000	0.000	0.000	0.000
FY22	0.000	0.000	0.000	0.000	0.000	0.000

Maximum Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY15	0.000	0.000	0.000	0.000	0.000	0.000
FY16	0.000	0.000	0.000	0.000	0.000	0.000
FY17	0.000	0.000	0.000	0.000	0.000	0.000
FY18	0.000	0.000	0.000	0.000	0.000	0.000
FY19	0.000	0.000	0.000	0.000	0.000	0.000
FY20	0.000	0.000	0.000	0.000	0.000	0.000
FY21	0.000	0.000	0.000	0.000	0.000	0.000
FY22	0.000	0.000	0.000	0.000	0.000	0.000

Annual Average Day, Peak Month Average Day and Maximum Day are expressed in million gallons per day (MGD).

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
March 31, 2021***

GENERAL COUNSEL'S REPORT

Presenter -

Douglas Manson, General Counsel

Recommended Action -

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

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
March 31, 2021***

EXECUTIVE DIRECTOR'S REPORT

Presenter -

Patrick Lehman, Executive Director

Recommended Action -

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

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
March 31, 2021***

**ROUTINE STATUS REPORTS
ITEM 1**

Hydrologic Conditions Report

MEMORANDUM

Project: Hydrologic Conditions Report

Date: March 31, 2021

Developed By: Mike Coates, Deputy Director

This memorandum summarizes rainfall and surface water conditions, and the Authority's current water storage and supply conditions for the month of March (through March 15th), and the preceding 12-month period.

Rainfall Conditions & Projections

Rainfall in the Peace River Basin for the past 12-months is 3.8-inches below normal. This data covers the 12-months through March 14, 2021 (see Table 1). Rainfall for the month of March 2021 (through March 14th) totaled 0.4 inch while the historical average rainfall for the full month of March is 2.96 inches.

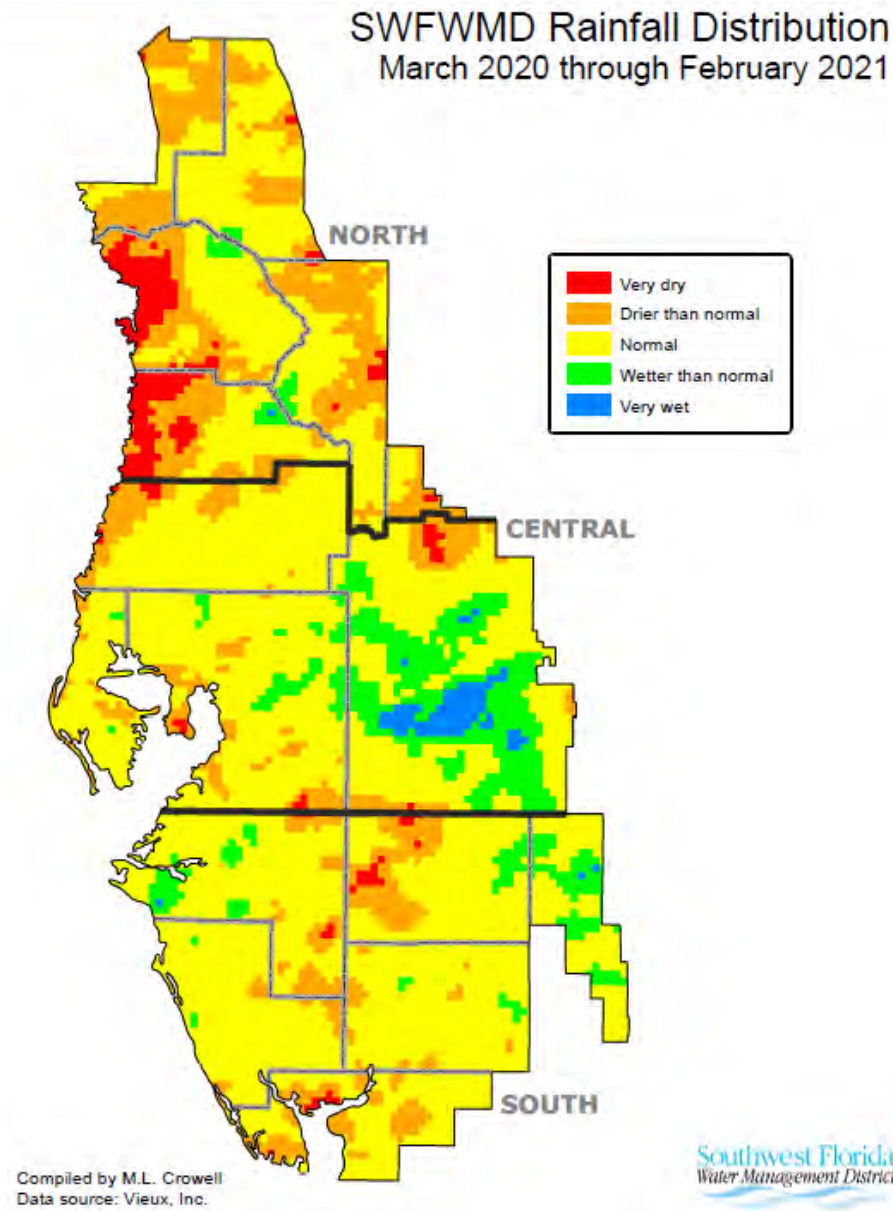
Region-wide rainfall conditions reported by SWFWMD for the 12-month period ending February 2021 are shown in Figure 1 (this is most up-to-date map available). Data shown for the Authority's 4-county service area on Figure 1 indicate near-normal rainfall conditions for most of the service area including the Peace River Basin.

Projections for the next three months (April - June) from NOAA are for above-normal temperatures and near-normal rainfall for southwest Florida. The NOAA extended forecast is for the current La Nina conditions to dissipate with a return to ENSO neutral (neither El Nino nor La Nina) conditions this spring.

Table 1 (Peace River Basin Rainfall - Inches)

Item	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Total
Long-Term Avg.	2.56	3.89	8.31	8.01	7.61	7.31	3.19	1.73	1.87	2.14	2.56	2.96	52.1
Actual Past 12 Months	3.79	6.80	6.81	7.1	7.9	2.9	3.20	3.20	2.30	0.30	3.6	0.4	48.3
Difference	1.23	2.91	-1.50	-0.91	0.29	-4.41	0.01	1.47	0.43	-1.84	1.04	-2.56	-3.84

Figure 1 (SWFWMD Rainfall Conditions Map)



River Flow Conditions

The locations of two U.S. Geological Survey gages, one in the upper portion of the basin and one in the lower portion are shown in Figure 2, and flow conditions at these gages are discussed below:

Flow at in the “Peace River at Fort Meade” (upper part of the watershed) is below seasonal average for the month (see Figure 3). The “Peace River at Arcadia” gage (about 15 miles upstream of the Authority’s intake) is one of the gages used to calculate how much water the Authority can withdraw from the river each day. Flow at the “Peace River at Arcadia” gage (lower part of the watershed) also shows below average conditions (see Figure 4).

Figure 2 (Peace River Basin showing selected gage locations and Location of PRF)

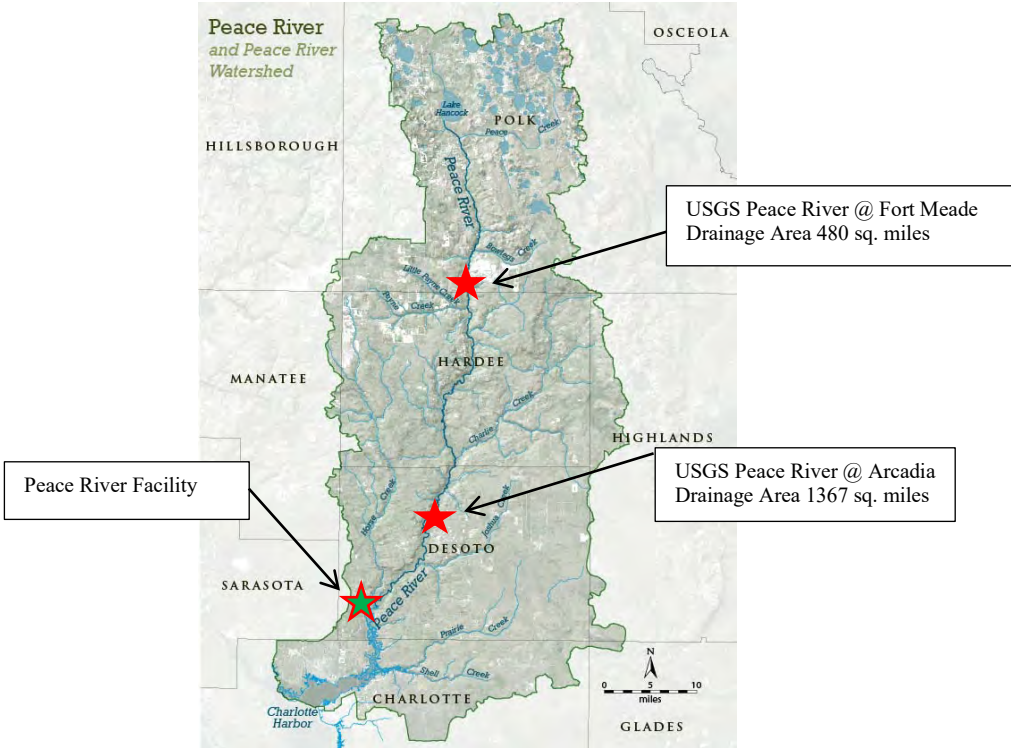


Figure 3 (Peace River Flow @ Fort Meade)

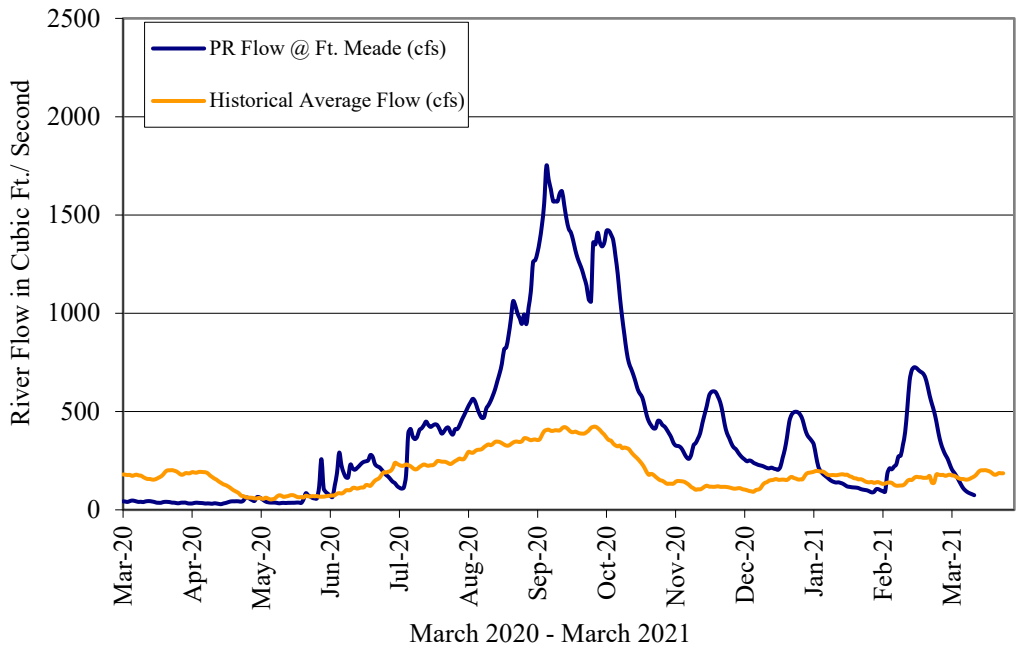
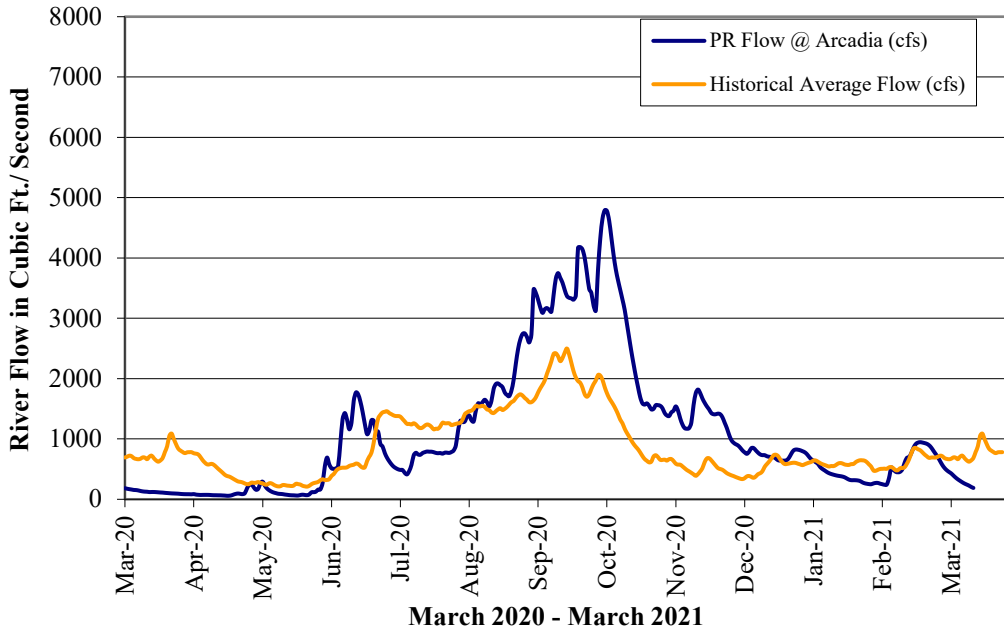


Figure 4 (Peace River Flow @ Arcadia)



River Withdrawals, Finished Water Production & Demand

Water withdrawals from the Peace River have been ongoing since mid-June. Withdrawals taper off in mid summer as the reservoir becomes full, then increase again in the October and November timeframe as the fill schedule allows increased storage in Reservoir No. 2 near the end of hurricane season (see Figure 5 below). River flow and quality remained adequate to allow 17 MGD average day withdrawals from March 1 through the 14th.

Figure 5 (Withdrawals from Peace River)

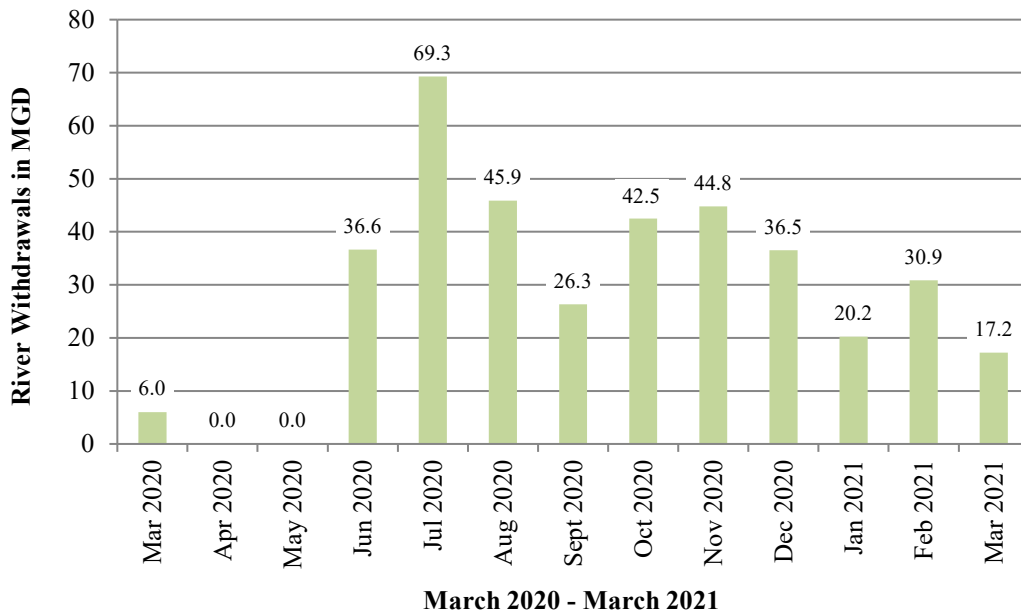
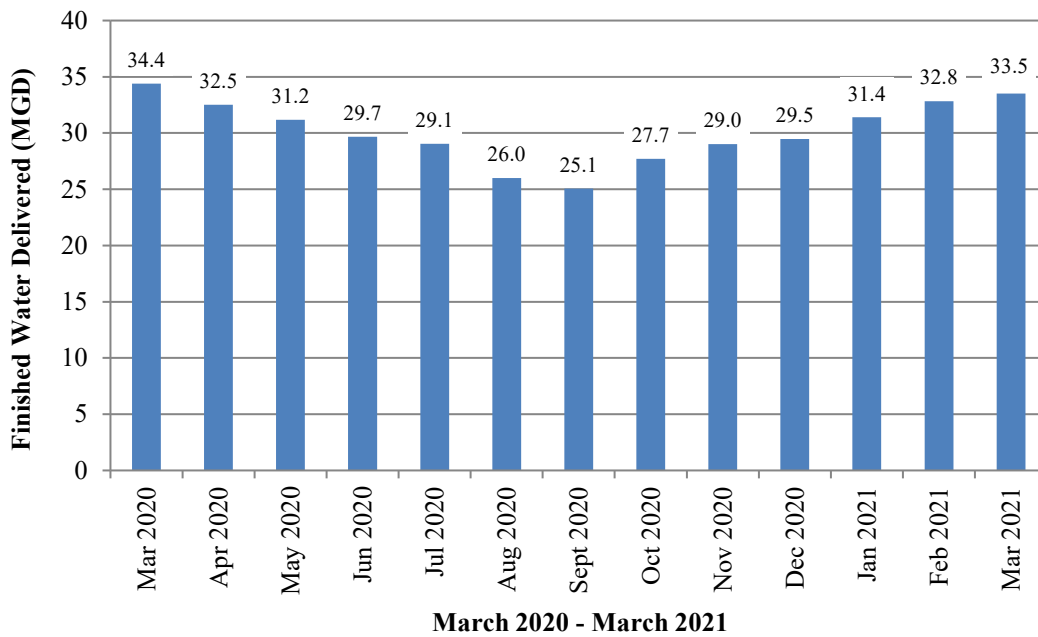


Figure 6 shows monthly finished water deliveries to Customers for the 12-month period ending March 14, 2021. Finished water delivery to Customers during March 2021 have averaged about 33.5 MGD. This is about 1 MGD lower than deliveries in March 2020.

The routine exchange of water with the City of Punta Gorda is ongoing – with deliveries from the Region to the City south through the Phase 1 Pipeline on US 17 and return of flow from the City to the region north through the Phase 1A Pipeline. The exchange of water through regional pipelines maintains these facilities in a “ready-to-serve” condition at all times.

Figure 6 (Peace River Facility Deliveries to Customers)



Stored Supplies at the PRF

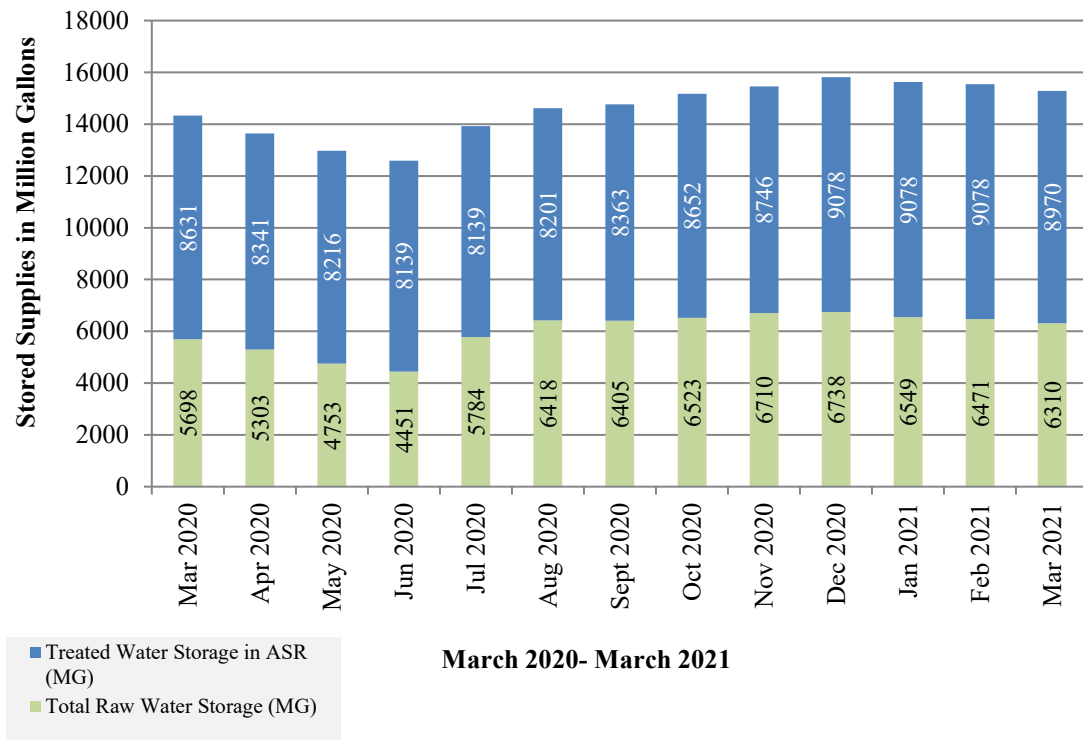
The Authority maintains two large capacity off-stream storage systems at the PRF. The primary storage is raw river water stored in Reservoir No. 1 and No. 2. When flow in the River is high enough, a small percentage of that flow is harvested at the Authority’s pumping facility on the Peace River and stored in Reservoirs 1 and 2. This storage is designed to be completely refilled each wet season. Total raw-water storage capacity is seasonally adjusted. During the hurricane season the total raw water storage capacity is 6.5 billion gallons (BG). Near the end and outside of hurricane season, additional water can be safely stored. The maximum raw water storage capacity in March is 6.8 BG. **Raw water stored as of March 14, 2021 totaled about 6.3 BG.**

The secondary storage at the PRF is treated water stored in the Aquifer Storage and Recovery (ASR) system. While the original design capacity of the ASR system was approximately 6.3 BG, a much greater volume can actually be stored in this system. Because this supply must be fully treated to drinking water standards before storage, it

can't be stored as rapidly as water in the raw-water reservoirs. Filling ASR storage is done incrementally each year as excess treatment capacity and hydrologic condition allow. The ASR system is recharged with fully treated drinking water produced by the water treatment facility. Water recovered from ASR is discharged to the surface reservoir system and undergoes full treatment again with the rest of the raw-water stream before delivery to Authority Customers. The ASR system is currently in storage – which means water is neither being injected nor recovered from storage in ASR. **Treated water stored in ASR as of March 14, 2021 totaled 8.97 BG.**

Stored raw water supplies (combined storage in Reservoir No. 1 and No. 2) and stored water in the ASR system for the past year are shown in Figure 7. **The total water in storage as of March 14, 2021 was about 15.3BG.** This is about 1 BG more than total storage in mid-March 2020.

Figure 7 (Stored Water Supplies)



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
March 31, 2021***

**ROUTINE STATUS REPORTS
ITEM 2**

Check Registers for January and February 2021

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: JANUARY & FEBRUARY 2021**

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
01/04/2021	dbt010421	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
01/04/2021	DBT010421	FLORIDA DIVISION OF RETIREMENT	\$ 68,901.41
01/14/2021		QuickBooks Payroll Service	\$ 101,159.93
01/15/2021	38979	AMAZON	\$ 3,571.77
01/15/2021	38980	CHARLOTTE CO. CHAM OF COMMERCE	\$ 225.00
01/15/2021	38981	Locher Environmental LLC	\$ 4,400.00
01/15/2021	38982	LWR Town Center Association Inc	\$ 2,449.20
01/15/2021	38983	Manatee County Utilities Department	\$ 551.60
01/15/2021	38984	SAM'S CLUB	\$ 238.48
01/15/2021	38985	SPECIALTY PARTS	\$ 238.80
01/15/2021	38986	SUNBELT RENTALS	\$ 1,586.35
01/15/2021	38987	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 630.70
01/15/2021	38988	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
01/15/2021	38989	UNITED STATES GEOLOGICAL SURVEY	\$ 8,265.00
01/15/2021	ACH3286	AECOM TECHNICAL SERVICES, INC.	\$ 1,545.40
01/15/2021	ACH3287	AIRGAS SPECIALTY PRODUCTS	\$ 3,018.17
01/15/2021	ACH3288	AIRGAS USA, LLC	\$ 236.75
01/15/2021	ACH3289	ALLIANCE FIRE & SAFETY	\$ 284.73
01/15/2021	ACH3290	ALLIED UNIVERSAL CORP.	\$ 15,486.19
01/15/2021	ACH3291	ASRUS LLC	\$ 14,740.00
01/15/2021	ACH3292	BENCHMARK ENVIROANALYTICAL INC	\$ 1,892.26
01/15/2021	ACH3293	BLACK & VEATCH	\$ 22,312.50
01/15/2021	ACH3294	Brenntag Mid-South Inc	\$ 81,157.93
01/15/2021	ACH3295	C & S CHEMICALS INC.	\$ 114,681.65
01/15/2021	ACH3296	CarbPure Technologies LLC	\$ 72,616.80
01/15/2021	ACH3297	CED - Port Charlotte	\$ 155.31
01/15/2021	ACH3298	CENTURYLINK	\$ 348.50
01/15/2021	ACH3299	CHARLOTTE COUNTY BCC - LANDFILL	\$ 2,677.62
01/15/2021	ACH3300	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 107,128.61
01/15/2021	ACH3301	CHARLOTTE COUNTY UTILITIES	\$ 164,694.84
01/15/2021	ACH3302	COLE-PARMER INSTRUMENT CO.	\$ 108.15
01/15/2021	ACH3303	CORONADO LAWN SERVICE OF FL	\$ 3,570.00
01/15/2021	ACH3304	CRUMPTON WELDING SUPPLY	\$ 140.48
01/15/2021	ACH3305	CULLIGAN WATER of Sarasota	\$ 211.58
01/15/2021	ACH3306	DESOTO COUNTY	\$ 66,333.33
01/15/2021	ACH3307	Environmental Systems Research Institute	\$ 2,350.00
01/15/2021	ACH3308	EUROFINS EATON ANALYTICAL, LLC	\$ 1,263.00
01/15/2021	ACH3309	Fiber Solutions	\$ 2,646.84
01/15/2021	ACH3310	Fisher Scientific	\$ 1,463.46
01/15/2021	ACH3311	FitchRatings Inc	\$ 36,000.00
01/15/2021	ACH3312	Florida Lighting Maintenance LLC	\$ 4,998.93
01/15/2021	ACH3313	Flotech, INC	\$ 4,228.36
01/15/2021	ACH3314	FRONTIER COMMUNICATIONS	\$ 240.98
01/15/2021	ACH3315	Hach Company	\$ 2,452.90
01/15/2021	ACH3316	HAZEN AND SAWYER	\$ 13,483.30
01/15/2021	ACH3317	HDR ENGINEERING INC.	\$ 53,105.62
01/15/2021	ACH3318	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 595.00
01/15/2021	ACH3319	JAN-PRO OF MANASOTA	\$ 249.00
01/15/2021	ACH3320	JANICKI ENVIRONMENTAL, INC.	\$ 23,512.00
01/15/2021	ACH3321	KEETON'S OFFICE & ART SUPPLY	\$ 413.68
01/15/2021	ACH3322	LogMein, Inc.	\$ 3,499.77
01/15/2021	ACH3323	MSC INDUSTRIAL SUPPLY CO.	\$ 916.88
01/15/2021	ACH3324	MUDD'S POWER AND PUMPS INC	\$ 71,156.50
01/15/2021	ACH3325	Natural Resources LLC	\$ 8,856.33
01/15/2021	ACH3326	PRO-CHEM INC.	\$ 536.36
01/15/2021	ACH3327	Rodney Daniels (V)	\$ 100.00
01/15/2021	ACH3328	SIEMENS INDUSTRY, INC.	\$ 2,307.00
01/15/2021	ACH3329	STANTEC CONSULTING SERVICES	\$ 14,153.00
01/15/2021	ACH3330	SUNSHINE ACE HARDWARE	\$ 382.75
01/15/2021	ACH3331	TRINOVA INC.	\$ 14,204.29
01/15/2021	ACH3332	TRULY NOLEN BRANCH 079	\$ 258.00
01/15/2021	ACH3333	ULINE	\$ 632.70

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: JANUARY & FEBRUARY 2021**

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
01/15/2021	ACH3334	UPS	\$ 441.50
01/15/2021	ACH3335	WEST COAST MOWING	\$ 8,382.00
01/15/2021	ADBT011521	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
01/15/2021	DBT011521	United States Treasury	\$ 39,922.74
01/15/2021	adbt011521	Valic	\$ 35,827.40
01/25/2021	ACH01252021	PNC Bank	\$ 3,911.04
01/28/2021		QuickBooks Payroll Service	\$ 98,524.24
01/29/2021	ACH3336	ADVANTAGE CARE INC.	\$ 40.00
01/29/2021	ACH3337	Air Mechanical & Service Corp.	\$ 2,900.00
01/29/2021	ACH3338	AIRGAS SPECIALTY PRODUCTS	\$ 2,918.91
01/29/2021	ACH3339	AIRGAS USA, LLC	\$ 141.39
01/29/2021	ACH3340	ALLIANCE FIRE & SAFETY	\$ 510.00
01/29/2021	ACH3341	ALLIED ELECTRONICS, INC.	\$ 759.38
01/29/2021	ACH3342	ALLIED UNIVERSAL CORP.	\$ 25,492.06
01/29/2021	ACH3343	BENCHMARK ENVIROANALYTICAL INC	\$ 1,007.00
01/29/2021	ACH3344	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 292.00
01/29/2021	ACH3345	Brenntag Mid-South Inc	\$ 51,480.69
01/29/2021	ACH3346	C & S CHEMICALS INC.	\$ 60,510.91
01/29/2021	ACH3347	CarbPure Technologies LLC	\$ 48,553.40
01/29/2021	ACH3348	CED - Port Charlotte	\$ 692.27
01/29/2021	ACH3349	CENTURYLINK	\$ 1.05
01/29/2021	ACH3350	CENTURYLINK-14971	\$ 393.79
01/29/2021	ACH3351	CenturyLink-6358	\$ 1,642.79
01/29/2021	ACH3352	Cimtec Automation, LLC	\$ 3,920.71
01/29/2021	ACH3353	CINTAS	\$ 366.53
01/29/2021	ACH3354	Commercial Fire & Communications	\$ 288.00
01/29/2021	ACH3356	DMK ASSOCIATES	\$ 1,078.75
01/29/2021	ACH3357	Entech	\$ 5,859.90
01/29/2021	ACH3358	FEL-FT.MYERS WATERWORKS #127	\$ 1,540.22
01/29/2021	ACH3359	Fisher Scientific	\$ 3,282.71
01/29/2021	ACH3360	Flotech, INC	\$ 11,035.32
01/29/2021	ACH3361	G-TEC Equipment Services	\$ 1,265.00
01/29/2021	ACH3362	Hach Company	\$ 2,121.48
01/29/2021	ACH3363	IDEXX DISTRIBUTION INC	\$ 683.69
01/29/2021	ACH3364	JAN-PRO OF MANASOTA	\$ 250.00
01/29/2021	ACH3365	JANICKI ENVIRONMENTAL, INC.	\$ 23,512.00
01/29/2021	ACH3366	JOHNSON ENGINEERING, INC.	\$ 190.00
01/29/2021	ACH3367	KEETON'S OFFICE & ART SUPPLY	\$ 558.83
01/29/2021	ACH3368	MANSON BOLVES DONALDSON VARN, P.A.	\$ 18,063.00
01/29/2021	ACH3369	MCMaster-CARR SUPPLY CO	\$ 1,480.40
01/29/2021	ACH3370	MOCK ENGINEERING, INCORPORATED	\$ 9,978.00
01/29/2021	ACH3371	NABORS GIBLIN & NICKERSON PA	\$ 1,956.37
01/29/2021	ACH3372	Practical HR Solutions	\$ 1,000.00
01/29/2021	ACH3373	PROGRESSIVE WATER RESOURCES, LLC	\$ 14,047.50
01/29/2021	ACH3374	PURVIS GRAY & COMPANY	\$ 19,475.00
01/29/2021	ACH3375	RING POWER CORPORATION	\$ 1,444.50
01/29/2021	ACH3376	ShredQuick, Inc.	\$ 189.00
01/29/2021	ACH3377	SUNSHINE ACE HARDWARE	\$ 146.72
01/29/2021	ACH3378	SUNSHINE STATE ONE CALL OF FL, INC.	\$ 38.89
01/29/2021	ACH3379	Tampa Bay Trane	\$ 720.00
01/29/2021	ACH3380	THERMO ELECTRON NORTH AMERICA LLC	\$ 1,036.00
01/29/2021	ACH3381	TRINOVA INC.	\$ 3,748.29
01/29/2021	ACH3382	ULINE	\$ 242.01
01/29/2021	ACH3383	UPS	\$ 130.97
01/29/2021	ACH3384	VOYAGER FLEET SYSTEMS, INC.	\$ 2,061.32
01/29/2021	38990	BILL'S BOTTLED WATER SERVICE	\$ 32.25
01/29/2021	38991	Braden River Utilities, LLC	\$ 91.57
01/29/2021	38992	D. M. CONSTRUCTION CORP.	\$ 9,375.80
01/29/2021	38993	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 374.04
01/29/2021	38994	DESOTO COUNTY WATER UTILITY	\$ 12,420.00

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: JANUARY & FEBRUARY 2021**

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
01/29/2021	38995	DEX IMAGING	\$ 8.00
01/29/2021	38996	DMS-FINANCIAL MGMT SERVICES	\$ 393.10
01/29/2021	38997	FLORIDA POWER & LIGHT COMPANY	\$ 167,816.81
01/29/2021	38998	HOME DEPOT	\$ 68.36
01/29/2021	38999	KED GROUP INC.	\$ 5,382.00
01/29/2021	39000	MKI Services, Inc.	\$ 3,304.65
01/29/2021	39001	QUALITY STARTER & ALT SER INC.	\$ 382.90
01/29/2021	39002	SAM'S CLUB	\$ 117.34
01/29/2021	39003	SARASOTA COUNTY ENVIRONMENTAL UTILITIES	\$ 7,900.77
01/29/2021	39004	SUPER T	\$ 2,566.59
01/29/2021	39005	THE SUN	\$ 11.43
01/29/2021	39006	TIRE KINGDOM	\$ 265.34
01/29/2021	39007	TRULY NOLEN OF AMERICA	\$ 260.00
01/29/2021	39008	VERIZON WIRELESS	\$ 103.12
01/29/2021	39009	WINDEMULLER TECHNICAL SERVICES	\$ 7,230.00
01/29/2021	39010	WOMACK SANITATION INC.	\$ 1,500.00
01/29/2021	39011	VOLUNTARY EXTRA DUTY ACCOUNT	\$ 105.00
01/29/2021	ADBT12921	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
01/29/2021	DBT012921	United States Treasury	\$ 33,966.42
01/29/2021	dbt012921	Valic	\$ 9,664.17
01/29/2021	DBT12721	FLORIDA DIVISION OF RETIREMENT	\$ 49,026.30
02/11/2021		QuickBooks Payroll Service	\$ 123,801.02
02/12/2021	39013	AMAZON	\$ 2,414.87
02/12/2021	39014	AWWA	\$ 85.00
02/12/2021	39015	DESOTO COUNTY WATER UTILITY	\$ 1,606.59
02/12/2021	39016	FLORIDA DEPT OF ENVIRONMENTAL PROT	\$ 250.00
02/12/2021	39017	FSAWWA	\$ 2,000.00
02/12/2021	39018	HERALD TRIBUNE	\$ 691.60
02/12/2021	39019	HOME DEPOT	\$ 1,681.67
02/12/2021	39020	Manatee County Utilities Department	\$ 515.05
02/12/2021	39021	NaturZone Pest Control	\$ 136.00
02/12/2021	39022	ROGERS PETROLEUM, INC.	\$ 312.71
02/12/2021	39023	SAM'S CLUB	\$ 35.49
02/12/2021	39024	SARASOTA HERALD TRIBUNE	\$ 330.00
02/12/2021	39025	TEST GAUGE INC	\$ 636.19
02/12/2021	39026	THE SUN	\$ 60.06
02/12/2021	39027	TIRE KINGDOM	\$ 89.72
02/12/2021	39028	Winzer Corporation	\$ 939.83
02/12/2021	ACH3385	AA ELECTRIC SE INC.	\$ 1,421.76
02/12/2021	ACH3386	ALLIED UNIVERSAL CORP.	\$ 7,853.78
02/12/2021	ACH3387	BENCHMARK ENVIROANALYTICAL INC	\$ 7,088.94
02/12/2021	ACH3388	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 292.00
02/12/2021	ACH3389	Brenntag Mid-South Inc	\$ 36,603.33
02/12/2021	ACH3390	C & S CHEMICALS INC.	\$ 85,504.00
02/12/2021	ACH3391	CarbPure Technologies LLC	\$ 23,700.00
02/12/2021	ACH3392	CED - Port Charlotte	\$ 531.05
02/12/2021	ACH3393	CENTURYLINK	\$ 368.55
02/12/2021	ACH3394	CHARLOTTE COUNTY BCC - LANDFILL	\$ 3,883.34
02/12/2021	ACH3395	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 104,689.75
02/12/2021	ACH3396	CHARLOTTE COUNTY UTILITIES	\$ 164,694.84
02/12/2021	ACH3397	CORONADO LAWN SERVICE OF FL	\$ 7,573.00
02/12/2021	ACH3398	CULLIGAN WATER of Sarasota	\$ 211.58
02/12/2021	ACH3399	DESOTO COUNTY (V)	\$ 66,333.33
02/12/2021	ACH3400	Digital Homes Corporation	\$ 475.00
02/12/2021	ACH3401	DMK ASSOCIATES	\$ 8,131.25
02/12/2021	ACH3402	EARTH BALANCE	\$ 12,006.64
02/12/2021	ACH3403	Entech	\$ 8,920.80
02/12/2021	ACH3404	Environmental Science Associates	\$ 38,349.07
02/12/2021	ACH3405	Fisher Scientific	\$ 1,470.28
02/12/2021	ACH3406	Florida Lighting Maintenance LLC	\$ 190.00
02/12/2021	ACH3407	Heat Busters Air Conditioning & Heating	\$ 89.00

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: JANUARY & FEBRUARY 2021**

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
02/12/2021	ACH3408	JAN-PRO OF MANASOTA	\$ 544.00
02/12/2021	ACH3409	JANICKI ENVIRONMENTAL, INC.	\$ 23,512.00
02/12/2021	ACH3410	KEETON'S OFFICE & ART SUPPLY	\$ 775.46
02/12/2021	ACH3411	MSC INDUSTRIAL SUPPLY CO.	\$ 1,867.22
02/12/2021	ACH3412	PRO-CHEM INC.	\$ 477.00
02/12/2021	ACH3413	PROGRESSIVE WATER RESOURCES, LLC	\$ 22,326.25
02/12/2021	ACH3414	ProQuip INC	\$ 14,080.62
02/12/2021	ACH3415	Stanley Access Technologies LLC	\$ 206.00
02/12/2021	ACH3416	STANTEC CONSULTING SERVICES	\$ 3,015.84
02/12/2021	ACH3417	SUNSHINE ACE HARDWARE	\$ 3.38
02/12/2021	ACH3418	Tampa Bay Trane	\$ 852.00
02/12/2021	ACH3419	ULINE	\$ 259.32
02/12/2021	ACH3420	UPS	\$ 32.84
02/12/2021	ACH3421	VOYAGER FLEET SYSTEMS, INC.	\$ 2,319.48
02/12/2021	ADBT21221	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
02/12/2021	DBT021221	United States Treasury	\$ 56,077.50
02/12/2021	dbt021221	Valic	\$ 9,434.74
02/23/2021	ACH02232021	PNC Bank	\$ 2,798.36
02/25/2021		QuickBooks Payroll Service	\$ 91,465.38
02/26/2021	39029	Apple Video & Photography Studio	\$ 1,495.00
02/26/2021	39030	BILL'S BOTTLED WATER SERVICE	\$ 21.75
02/26/2021	39031	Braden River Utilities, LLC	\$ 78.07
02/26/2021	39032	D. M. CONSTRUCTION CORP.	\$ 13,162.76
02/26/2021	39033	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 1,004.92
02/26/2021	39034	DMS-FINANCIAL MGMT SERVICES	\$ 397.39
02/26/2021	39035	FLORIDA DEPARTMENT OF STATE	\$ 32.34
02/26/2021	39036	FLORIDA POWER & LIGHT COMPANY	\$ 143,396.69
02/26/2021	39037	HOME DEPOT	\$ 358.28
02/26/2021	39038	KED GROUP INC.	\$ 5,382.00
02/26/2021	39039	SMITH RANCH & GARDEN, INC.	\$ 759.50
02/26/2021	39040	SUPER T	\$ 592.80
02/26/2021	39041	SyTech, INC	\$ 400.00
02/26/2021	39042	THE SUN	\$ 471.90
02/26/2021	39043	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 180.97
02/26/2021	39044	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
02/26/2021	39045	VERIZON WIRELESS	\$ 95.28
02/26/2021	ACH3422	Advanced Overhead Systems	\$ 1,675.00
02/26/2021	ACH3423	ADVANTAGE COMMUNICATIONS, INC.	\$ 4,000.00
02/26/2021	ACH3424	Air Mechanical & Service Corp.	\$ 2,900.00
02/26/2021	ACH3425	AIRGAS SPECIALTY PRODUCTS	\$ 3,036.45
02/26/2021	ACH3426	AIRGAS USA, LLC	\$ 141.39
02/26/2021	ACH3427	ALLIED UNIVERSAL CORP.	\$ 22,821.91
02/26/2021	ACH3428	ANDREW KOLBENSCHLAG (V)	\$ 265.00
02/26/2021	ACH3429	ASRUS LLC	\$ 9,160.00
02/26/2021	ACH3430	BENCHMARK ENVIROANALYTICAL INC	\$ 1,658.42
02/26/2021	ACH3431	BLACK & VEATCH	\$ 23,554.47
02/26/2021	ACH3432	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 292.00
02/26/2021	ACH3433	Brenntag Mid-South Inc	\$ 36,588.43
02/26/2021	ACH3434	C & S CHEMICALS INC.	\$ 103,560.93
02/26/2021	ACH3435	CarbPure Technologies LLC	\$ 23,858.00
02/26/2021	ACH3436	CED - Port Charlotte	\$ 445.97
02/26/2021	ACH3437	CENTURYLINK	\$ 1.01
02/26/2021	ACH3438	CENTURYLINK-14971	\$ 393.61
02/26/2021	ACH3439	CHENANGO SUPPLY CO., INC.	\$ 76.92
02/26/2021	ACH3440	CINTAS	\$ 385.95
02/26/2021	ACH3441	CINTAS FIRE 636525	\$ 2,484.29
02/26/2021	ACH3442	E.F. GAINES SURVEYING SERVICES, INC	\$ 4,600.00
02/26/2021	ACH3443	EARTH BALANCE	\$ 3,197.50
02/26/2021	ACH3444	Evergreen Solutions, LLC	\$ 5,000.00
02/26/2021	ACH3445	Fiber Solutions	\$ 340.00
02/26/2021	ACH3446	Fisher Scientific	\$ 80.21

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: JANUARY & FEBRUARY 2021**

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
02/26/2021	ACH3447	FRONTIER COMMUNICATIONS	\$ 240.98
02/26/2021	ACH3448	GARNEY CONSTRUCTION	\$ 9,744.00
02/26/2021	ACH3449	George Pennell (V)	\$ 130.00
02/26/2021	ACH3450	Hach Company	\$ 1,471.56
02/26/2021	ACH3451	HDR ENGINEERING INC.	\$ 60,397.18
02/26/2021	ACH3452	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 595.00
02/26/2021	ACH3453	JOHNSON ENGINEERING, INC.	\$ 285.00
02/26/2021	ACH3454	KEETON'S OFFICE & ART SUPPLY	\$ 419.99
02/26/2021	ACH3455	Martin Septic Service INC	\$ 400.00
02/26/2021	ACH3456	MOCK ENGINEERING, INCORPORATED	\$ 227.00
02/26/2021	ACH3457	NATIONAL BUSINESS FURNITURE, LLC	\$ 1,016.60
02/26/2021	ACH3458	PRO-CHEM INC.	\$ 148.00
02/26/2021	ACH3459	PROGRESSIVE WATER RESOURCES, LLC	\$ 20,250.00
02/26/2021	ACH3460	PUBLIC RISK INSURANCE AGENCY	\$ 959.00
02/26/2021	ACH3461	STANTEC CONSULTING SERVICES	\$ 3,015.84
02/26/2021	ACH3462	SUNSHINE ACE HARDWARE	\$ 37.92
02/26/2021	ACH3463	Sunshine Painting LLC	\$ 12,800.00
02/26/2021	ACH3464	SUNSHINE STATE ONE CALL OF FL, INC.	\$ 38.89
02/26/2021	ACH3465	Tampa Bay Trane	\$ 456.00
02/26/2021	ACH3466	TAMPA TRUCK CENTER LLC	\$ 95,273.85
02/26/2021	ACH3467	UPS	\$ 24.18
02/26/2021	ACH3468	Vertiv Corporation	\$ 2,782.20
02/26/2021	ADBT022621	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
02/26/2021	DBT022621	United States Treasury	\$ 31,485.42
02/26/2021	dbt022621	Valic	\$ 8,491.52
02/28/2021	DBT030121	FLORIDA DIVISION OF RETIREMENT	\$ 42,652.57
Total			\$ 3,620,020.70

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Date	Document Number	Payee Name / Description	Amount
02/12/2021	ACH3385	AA ELECTRIC SE INC.	\$ 1,421.76
02/26/2021	ACH3422	Advanced Overhead Systems	\$ 1,675.00
01/29/2021	ACH3336	ADVANTAGE CARE INC.	\$ 40.00
02/26/2021	ACH3423	ADVANTAGE COMMUNICATIONS, INC.	\$ 4,000.00
01/15/2021	ACH3286	AECOM TECHNICAL SERVICES, INC.	\$ 1,545.40
01/29/2021	ACH3337	Air Mechanical & Service Corp.	\$ 2,900.00
02/26/2021	ACH3424	Air Mechanical & Service Corp.	\$ 2,900.00
01/15/2021	ACH3287	AIRGAS SPECIALTY PRODUCTS	\$ 3,018.17
01/29/2021	ACH3338	AIRGAS SPECIALTY PRODUCTS	\$ 2,918.91
02/26/2021	ACH3425	AIRGAS SPECIALTY PRODUCTS	\$ 3,036.45
01/15/2021	ACH3288	AIRGAS USA, LLC	\$ 236.73
01/29/2021	ACH3339	AIRGAS USA, LLC	\$ 141.39
02/26/2021	ACH3426	AIRGAS USA, LLC	\$ 141.39
01/15/2021	ACH3289	ALLIANCE FIRE & SAFETY	\$ 284.75
01/29/2021	ACH3340	ALLIANCE FIRE & SAFETY	\$ 510.00
01/29/2021	ACH3341	ALLIED ELECTRONICS, INC.	\$ 759.38
01/15/2021	ACH3290	ALLIED UNIVERSAL CORP.	\$ 15,486.19
01/29/2021	ACH3342	ALLIED UNIVERSAL CORP.	\$ 25,492.06
02/12/2021	ACH3386	ALLIED UNIVERSAL CORP.	\$ 7,853.78
02/26/2021	ACH3427	ALLIED UNIVERSAL CORP.	\$ 22,821.91
01/15/2021	38979	AMAZON	\$ 3,571.77
02/12/2021	39013	AMAZON	\$ 2,414.87
02/26/2021	ACH3428	ANDREW KOLBENSCHLAG (V)	\$ 265.00
02/26/2021	39029	Apple Video & Photography Studio	\$ 1,495.00
01/15/2021	ACH3291	ASRUS LLC	\$ 14,740.00
02/26/2021	ACH3429	ASRUS LLC	\$ 9,160.00
02/12/2021	39014	AWWA	\$ 85.00
01/15/2021	ACH3292	BENCHMARK ENVIROANALYTICAL INC	\$ 1,892.26
01/29/2021	ACH3343	BENCHMARK ENVIROANALYTICAL INC	\$ 1,007.00
02/12/2021	ACH3387	BENCHMARK ENVIROANALYTICAL INC	\$ 7,088.94
02/26/2021	ACH3430	BENCHMARK ENVIROANALYTICAL INC	\$ 1,658.42
01/29/2021	38990	BILL'S BOTTLED WATER SERVICE	\$ 32.25
02/26/2021	39030	BILL'S BOTTLED WATER SERVICE	\$ 21.75
01/15/2021	ACH3293	BLACK & VEATCH	\$ 22,312.50
02/26/2021	ACH3431	BLACK & VEATCH	\$ 23,554.47
01/29/2021	ACH3344	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 292.00
02/12/2021	ACH3388	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 292.00
02/26/2021	ACH3432	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 292.00
01/29/2021	38991	Braden River Utilities, LLC	\$ 91.57
02/26/2021	39031	Braden River Utilities, LLC	\$ 78.07
01/15/2021	ACH3294	Brenntag Mid-South Inc	\$ 81,157.93
01/29/2021	ACH3345	Brenntag Mid-South Inc	\$ 51,480.69
02/12/2021	ACH3389	Brenntag Mid-South Inc	\$ 36,603.33
02/26/2021	ACH3433	Brenntag Mid-South Inc	\$ 36,588.43
01/15/2021	ACH3295	C & S CHEMICALS INC.	\$ 114,681.65
01/29/2021	ACH3346	C & S CHEMICALS INC.	\$ 60,510.91
02/12/2021	ACH3390	C & S CHEMICALS INC.	\$ 85,504.00
02/26/2021	ACH3434	C & S CHEMICALS INC.	\$ 103,560.93
01/15/2021	ACH3296	CarbPure Technologies LLC	\$ 72,616.80
01/29/2021	ACH3347	CarbPure Technologies LLC	\$ 48,553.40
02/12/2021	ACH3391	CarbPure Technologies LLC	\$ 23,700.00
02/26/2021	ACH3435	CarbPure Technologies LLC	\$ 23,858.00
01/15/2021	ACH3297	CED - Port Charlotte	\$ 155.31
01/29/2021	ACH3348	CED - Port Charlotte	\$ 692.27
02/12/2021	ACH3392	CED - Port Charlotte	\$ 531.05
02/26/2021	ACH3436	CED - Port Charlotte	\$ 445.97
01/15/2021	ACH3298	CENTURYLINK	\$ 348.50
01/29/2021	ACH3349	CENTURYLINK	\$ 1.05
02/12/2021	ACH3393	CENTURYLINK	\$ 368.55
02/26/2021	ACH3437	CENTURYLINK	\$ 1.01
01/29/2021	ACH3350	CENTURYLINK-14971	\$ 393.79
02/26/2021	ACH3438	CENTURYLINK-14971	\$ 393.61

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Date	Document Number	Payee Name / Description	Amount
01/29/2021	ACH3351	CenturyLink-6358	\$ 1,642.79
01/15/2021	38980	CHARLOTTE CO. CHAM OF COMMERCE	\$ 225.00
01/15/2021	ACH3299	CHARLOTTE COUNTY BCC - LANDFILL	\$ 2,677.62
02/12/2021	ACH3394	CHARLOTTE COUNTY BCC - LANDFILL	\$ 3,883.34
01/15/2021	ACH3300	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 107,128.61
02/12/2021	ACH3395	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 104,689.75
01/15/2021	ACH3301	CHARLOTTE COUNTY UTILITIES	\$ 164,694.84
02/12/2021	ACH3396	CHARLOTTE COUNTY UTILITIES	\$ 164,694.84
02/26/2021	ACH3439	CHENANGO SUPPLY CO., INC.	\$ 76.92
01/29/2021	ACH3352	Cimtec Automation, LLC	\$ 3,920.71
01/29/2021	ACH3353	CINTAS	\$ 366.53
02/26/2021	ACH3440	CINTAS	\$ 385.95
02/26/2021	ACH3441	CINTAS FIRE 636525	\$ 2,484.29
01/15/2021	ACH3302	COLE-PARMER INSTRUMENT CO.	\$ 108.15
01/29/2021	ACH3354	Commercial Fire & Communications	\$ 288.00
01/15/2021	ACH3303	CORONADO LAWN SERVICE OF FL	\$ 3,570.00
02/12/2021	ACH3397	CORONADO LAWN SERVICE OF FL	\$ 7,573.00
01/15/2021	ACH3304	CRUMPTON WELDING SUPPLY	\$ 140.48
01/15/2021	ACH3305	CULLIGAN WATER of Sarasota	\$ 211.58
02/12/2021	ACH3398	CULLIGAN WATER of Sarasota	\$ 211.58
01/29/2021	38992	D. M. CONSTRUCTION CORP.	\$ 9,375.80
02/26/2021	39032	D. M. CONSTRUCTION CORP.	\$ 13,162.76
01/29/2021	38993	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 374.04
02/26/2021	39033	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 1,004.92
01/15/2021	ACH3306	DESOTO COUNTY	\$ 66,333.33
02/12/2021	ACH3399	DESOTO COUNTY (V)	\$ 66,333.33
01/29/2021	38994	DESOTO COUNTY WATER UTILITY	\$ 12,420.00
02/12/2021	39015	DESOTO COUNTY WATER UTILITY	\$ 1,606.59
01/29/2021	38995	DEX IMAGING	\$ 8.00
02/12/2021	ACH3400	Digital Homes Corporation	\$ 475.00
01/29/2021	ACH3356	DMK ASSOCIATES	\$ 1,078.75
02/12/2021	ACH3401	DMK ASSOCIATES	\$ 8,131.25
01/29/2021	38996	DMS-FINANCIAL MGMT SERVICES	\$ 393.10
02/26/2021	39034	DMS-FINANCIAL MGMT SERVICES	\$ 397.39
02/26/2021	ACH3442	E.F. GAINES SURVEYING SERVICES, INC	\$ 4,600.00
02/12/2021	ACH3402	EARTH BALANCE	\$ 12,006.64
02/26/2021	ACH3443	EARTH BALANCE	\$ 3,197.50
01/29/2021	ACH3357	Entech	\$ 5,859.90
02/12/2021	ACH3403	Entech	\$ 8,920.80
02/12/2021	ACH3404	Environmental Science Associates	\$ 38,349.07
01/15/2021	ACH3307	Environmental Systems Research Institute	\$ 2,350.00
01/15/2021	ACH3308	EUROFINS EATON ANALYTICAL, LLC	\$ 1,263.00
02/26/2021	ACH3444	Evergreen Solutions, LLC	\$ 5,000.00
01/29/2021	ACH3358	FEL-FT.MYERS WATERWORKS #127	\$ 1,540.22
01/15/2021	ACH3309	Fiber Solutions	\$ 2,646.84
02/26/2021	ACH3445	Fiber Solutions	\$ 340.00
01/15/2021	ACH3310	Fisher Scientific	\$ 1,463.46
01/29/2021	ACH3359	Fisher Scientific	\$ 3,282.71
02/12/2021	ACH3405	Fisher Scientific	\$ 1,470.28
02/26/2021	ACH3446	Fisher Scientific	\$ 80.21
01/15/2021	ACH3311	FitchRatings Inc	\$ 36,000.00
02/26/2021	39035	FLORIDA DEPARTMENT OF STATE	\$ 32.34
02/12/2021	39016	FLORIDA DEPT OF ENVIRONMENTAL PROT	\$ 250.00
01/04/2021	DBT010421	FLORIDA DIVISION OF RETIREMENT	\$ 68,901.41
01/29/2021	DBT12721	FLORIDA DIVISION OF RETIREMENT	\$ 49,026.30
02/28/2021	DBT030121	FLORIDA DIVISION OF RETIREMENT	\$ 42,652.57
01/15/2021	ACH3312	Florida Lighting Maintenance LLC	\$ 4,998.93
02/12/2021	ACH3406	Florida Lighting Maintenance LLC	\$ 190.00
01/29/2021	38997	FLORIDA POWER & LIGHT COMPANY	\$ 167,816.81
02/26/2021	39036	FLORIDA POWER & LIGHT COMPANY	\$ 143,396.69

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Date	Document Number	Payee Name / Description	Amount
01/15/2021	ACH3313	Flotech, INC	\$ 4,228.36
01/29/2021	ACH3360	Flotech, INC	\$ 11,035.32
01/15/2021	ACH3314	FRONTIER COMMUNICATIONS	\$ 240.98
02/26/2021	ACH3447	FRONTIER COMMUNICATIONS	\$ 240.98
02/12/2021	39017	FSAWWA	\$ 2,000.00
02/26/2021	ACH3448	GARNEY CONSTRUCTION	\$ 9,744.00
02/26/2021	ACH3449	George Pennell (V)	\$ 130.00
01/29/2021	ACH3361	G-TEC Equipment Services	\$ 1,265.00
01/15/2021	ACH3315	Hach Company	\$ 2,452.90
01/29/2021	ACH3362	Hach Company	\$ 2,121.48
02/26/2021	ACH3450	Hach Company	\$ 1,471.56
01/15/2021	ACH3316	HAZEN AND SAWYER	\$ 13,483.30
01/15/2021	ACH3317	HDR ENGINEERING INC.	\$ 53,105.62
02/26/2021	ACH3451	HDR ENGINEERING INC.	\$ 60,397.18
02/12/2021	ACH3407	Heat Busters Air Conditioning & Heating	\$ 89.00
02/12/2021	39018	HERALD TRIBUNE	\$ 691.60
01/29/2021	38998	HOME DEPOT	\$ 68.36
02/12/2021	39019	HOME DEPOT	\$ 1,681.67
02/26/2021	39037	HOME DEPOT	\$ 358.28
01/29/2021	ACH3363	IDEXX DISTRIBUTION INC	\$ 683.69
01/15/2021	ACH3320	JANICKI ENVIRONMENTAL, INC.	\$ 23,512.00
01/29/2021	ACH3365	JANICKI ENVIRONMENTAL, INC.	\$ 23,512.00
02/12/2021	ACH3409	JANICKI ENVIRONMENTAL, INC.	\$ 23,512.00
01/15/2021	ACH3318	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 595.00
02/26/2021	ACH3452	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 595.00
01/15/2021	ACH3319	JAN-PRO OF MANASOTA	\$ 249.00
01/29/2021	ACH3364	JAN-PRO OF MANASOTA	\$ 250.00
02/12/2021	ACH3408	JAN-PRO OF MANASOTA	\$ 544.00
01/29/2021	ACH3366	JOHNSON ENGINEERING, INC.	\$ 190.00
02/26/2021	ACH3453	JOHNSON ENGINEERING, INC.	\$ 285.00
01/29/2021	38999	KED GROUP INC.	\$ 5,382.00
02/26/2021	39038	KED GROUP INC.	\$ 5,382.00
01/15/2021	ACH3321	KEETON'S OFFICE & ART SUPPLY	\$ 413.68
01/29/2021	ACH3367	KEETON'S OFFICE & ART SUPPLY	\$ 558.83
02/12/2021	ACH3410	KEETON'S OFFICE & ART SUPPLY	\$ 775.46
02/26/2021	ACH3454	KEETON'S OFFICE & ART SUPPLY	\$ 419.99
01/15/2021	38981	Locher Environmental LLC	\$ 4,400.00
01/15/2021	ACH3322	LogMein,Inc.	\$ 3,499.77
01/15/2021	38982	LWR Town Center Association Inc	\$ 2,449.20
01/15/2021	38983	Manatee County Utilities Department	\$ 551.60
02/12/2021	39020	Manatee County Utilities Department	\$ 515.05
01/29/2021	ACH3368	MANSON BOLVES DONALDSON VARN, P.A.	\$ 18,063.00
02/26/2021	ACH3455	Martin Septic Service INC	\$ 400.00
01/29/2021	ACH3369	MCMaster-CARR SUPPLY CO	\$ 1,480.40
01/29/2021	39000	MKI Services, Inc.	\$ 3,304.65
01/29/2021	ACH3370	MOCK ENGINEERING, INCORPORATED	\$ 9,978.00
02/26/2021	ACH3456	MOCK ENGINEERING, INCORPORATED	\$ 227.00
01/15/2021	ACH3323	MSC INDUSTRIAL SUPPLY CO.	\$ 916.88
02/12/2021	ACH3411	MSC INDUSTRIAL SUPPLY CO.	\$ 1,867.22
01/15/2021	ACH3324	MUDD'S POWER AND PUMPS INC	\$ 71,156.50
01/29/2021	ACH3371	NABORS GIBLIN & NICKERSON PA	\$ 1,956.37
02/26/2021	ACH3457	NATIONAL BUSINESS FURNITURE, LLC	\$ 1,016.60
01/15/2021	ACH3325	Natural Resources LLC	\$ 8,856.33
02/12/2021	39021	NaturZone Pest Control	\$ 136.00
01/25/2021	ACH01252021	PNC Bank	\$ 3,911.04
02/23/2021	ACH02232021	PNC Bank	\$ 2,798.36
01/29/2021	ACH3372	Practical HR Solutions	\$ 1,000.00
01/15/2021	ACH3326	PRO-CHEM INC.	\$ 536.36
02/12/2021	ACH3412	PRO-CHEM INC.	\$ 477.00
02/26/2021	ACH3458	PRO-CHEM INC.	\$ 148.00
01/29/2021	ACH3373	PROGRESSIVE WATER RESOURCES, LLC	\$ 14,047.50

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02/12/2021	ACH3413	PROGRESSIVE WATER RESOURCES, LLC	\$ 22,326.25
02/26/2021	ACH3459	PROGRESSIVE WATER RESOURCES, LLC	\$ 20,250.00
02/12/2021	ACH3414	ProQuip INC	\$ 14,080.62
02/26/2021	ACH3460	PUBLIC RISK INSURANCE AGENCY	\$ 959.00
01/29/2021	ACH3374	PURVIS GRAY & COMPANY	\$ 19,475.00
01/29/2021	39001	QUALITY STARTER & ALT SER INC.	\$ 382.90
01/14/2021		QuickBooks Payroll Service	\$ 101,159.93
01/28/2021		QuickBooks Payroll Service	\$ 98,524.24
02/11/2021		QuickBooks Payroll Service	\$ 123,801.02
02/25/2021		QuickBooks Payroll Service	\$ 91,465.38
01/29/2021	ACH3375	RING POWER CORPORATION	\$ 1,444.50
01/15/2021	ACH3327	Rodney Daniels (V)	\$ 100.00
02/12/2021	39022	ROGERS PETROLEUM, INC.	\$ 312.71
01/15/2021	38984	SAM'S CLUB	\$ 238.48
01/29/2021	39002	SAM'S CLUB	\$ 117.34
02/12/2021	39023	SAM'S CLUB	\$ 35.49
01/29/2021	39003	SARASOTA COUNTY ENVIRONMENTAL UTILITIES	\$ 7,900.77
02/12/2021	39024	SARASOTA HERALD TRIBUNE	\$ 330.00
01/29/2021	ACH3376	ShredQuick, Inc.	\$ 189.00
01/15/2021	ACH3328	SIEMENS INDUSTRY, INC.	\$ 2,307.00
02/26/2021	39039	SMITH RANCH & GARDEN, INC.	\$ 759.50
01/15/2021	38985	SPECIALTY PARTS	\$ 238.80
02/12/2021	ACH3415	Stanley Access Technologies LLC	\$ 206.00
01/15/2021	ACH3329	STANTEC CONSULTING SERVICES	\$ 14,153.00
02/12/2021	ACH3416	STANTEC CONSULTING SERVICES	\$ 3,015.84
02/26/2021	ACH3461	STANTEC CONSULTING SERVICES	\$ 3,015.84
01/04/2021	dbt010421	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
01/15/2021	ADBT011521	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
01/29/2021	ADBT12921	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
02/12/2021	ADBT21221	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
02/26/2021	ADBT022621	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
01/15/2021	38986	SUNBELT RENTALS	\$ 1,586.35
01/15/2021	ACH3330	SUNSHINE ACE HARDWARE	\$ 382.75
01/29/2021	ACH3377	SUNSHINE ACE HARDWARE	\$ 146.72
02/12/2021	ACH3417	SUNSHINE ACE HARDWARE	\$ 3.38
02/26/2021	ACH3462	SUNSHINE ACE HARDWARE	\$ 37.92
02/26/2021	ACH3463	Sunshine Painting LLC	\$ 12,800.00
01/29/2021	ACH3378	SUNSHINE STATE ONE CALL OF FL, INC.	\$ 38.89
02/26/2021	ACH3464	SUNSHINE STATE ONE CALL OF FL, INC.	\$ 38.89
01/29/2021	39004	SUPER T	\$ 2,566.59
02/26/2021	39040	SUPER T	\$ 592.80
02/26/2021	39041	SyTech, INC	\$ 400.00
01/29/2021	ACH3379	Tampa Bay Trane	\$ 720.00
02/12/2021	ACH3418	Tampa Bay Trane	\$ 852.00
02/26/2021	ACH3465	Tampa Bay Trane	\$ 456.00
02/26/2021	ACH3466	TAMPA TRUCK CENTER LLC	\$ 95,273.85
02/12/2021	39025	TEST GAUGE INC	\$ 636.19
01/29/2021	39005	THE SUN	\$ 11.43
02/12/2021	39026	THE SUN	\$ 60.06
02/26/2021	39042	THE SUN	\$ 471.90
01/29/2021	ACH3380	THERMO ELECTRON NORTH AMERICA LLC	\$ 1,036.00
01/29/2021	39006	TIRE KINGDOM	\$ 265.34
02/12/2021	39027	TIRE KINGDOM	\$ 89.72
01/15/2021	38987	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 630.70
02/26/2021	39043	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 180.97
01/15/2021	ACH3331	TRINOVA INC.	\$ 14,204.29
01/29/2021	ACH3381	TRINOVA INC.	\$ 3,748.29
01/15/2021	ACH3332	TRULY NOLEN BRANCH 079	\$ 258.00
01/29/2021	39007	TRULY NOLEN OF AMERICA	\$ 260.00
01/15/2021	38988	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
02/26/2021	39044	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67

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01/15/2021	ACH3333	ULINE	\$ 632.70
01/29/2021	ACH3382	ULINE	\$ 242.01
02/12/2021	ACH3419	ULINE	\$ 259.32
01/15/2021	38989	UNITED STATES GEOLOGICAL SURVEY	\$ 8,265.00
01/15/2021	DBT011521	United States Treasury	\$ 39,922.74
01/29/2021	DBT012921	United States Treasury	\$ 33,966.42
02/12/2021	DBT021221	United States Treasury	\$ 56,077.50
02/26/2021	DBT022621	United States Treasury	\$ 31,485.42
01/15/2021	ACH3334	UPS	\$ 441.50
01/29/2021	ACH3383	UPS	\$ 130.97
02/12/2021	ACH3420	UPS	\$ 32.84
02/26/2021	ACH3467	UPS	\$ 24.18
01/15/2021	adbt011521	Valic	\$ 35,827.40
01/29/2021	dbt012921	Valic	\$ 9,664.17
02/12/2021	dbt021221	Valic	\$ 9,434.74
02/26/2021	dbt022621	Valic	\$ 8,491.52
01/29/2021	39008	VERIZON WIRELESS	\$ 103.12
02/26/2021	39045	VERIZON WIRELESS	\$ 95.28
02/26/2021	ACH3468	Vertiv Corporation	\$ 2,782.20
01/29/2021	39011	VOLUNTARY EXTRA DUTY ACCOUNT	\$ 105.00
01/29/2021	ACH3384	VOYAGER FLEET SYSTEMS, INC.	\$ 2,061.32
02/12/2021	ACH3421	VOYAGER FLEET SYSTEMS, INC.	\$ 2,319.48
01/15/2021	ACH3335	WEST COAST MOWING	\$ 8,382.00
01/29/2021	39009	WINDEMULLER TECHNICAL SERVICES	\$ 7,230.00
02/12/2021	39028	Winzer Corporation	\$ 939.83
01/29/2021	39010	WOMACK SANITATION INC.	\$ 1,500.00
Total			\$ 3,620,020.70

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By Amount Largest to Smallest

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
01/29/2021	38997	FLORIDA POWER & LIGHT COMPANY	\$ 167,816.81
01/15/2021	ACH3301	CHARLOTTE COUNTY UTILITIES	\$ 164,694.84
02/12/2021	ACH3396	CHARLOTTE COUNTY UTILITIES	\$ 164,694.84
02/26/2021	39036	FLORIDA POWER & LIGHT COMPANY	\$ 143,396.69
02/11/2021		QuickBooks Payroll Service	\$ 123,801.02
01/15/2021	ACH3295	C & S CHEMICALS INC.	\$ 114,681.65
01/15/2021	ACH3300	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 107,128.61
02/12/2021	ACH3395	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 104,689.75
02/26/2021	ACH3434	C & S CHEMICALS INC.	\$ 103,560.93
01/14/2021		QuickBooks Payroll Service	\$ 101,159.93
01/28/2021		QuickBooks Payroll Service	\$ 98,524.24
02/26/2021	ACH3466	TAMPA TRUCK CENTER LLC	\$ 95,273.85
02/25/2021		QuickBooks Payroll Service	\$ 91,465.38
02/12/2021	ACH3390	C & S CHEMICALS INC.	\$ 85,504.00
01/15/2021	ACH3294	Brenntag Mid-South Inc	\$ 81,157.93
01/15/2021	ACH3296	CarbPure Technologies LLC	\$ 72,616.80
01/15/2021	ACH3324	MUDD'S POWER AND PUMPS INC	\$ 71,156.50
01/04/2021	DBT010421	FLORIDA DIVISION OF RETIREMENT	\$ 68,901.41
01/15/2021	ACH3306	DESOTO COUNTY	\$ 66,333.33
02/12/2021	ACH3399	DESOTO COUNTY (V)	\$ 66,333.33
01/29/2021	ACH3346	C & S CHEMICALS INC.	\$ 60,510.91
02/26/2021	ACH3451	HDR ENGINEERING INC.	\$ 60,397.18
02/12/2021	DBT021221	United States Treasury	\$ 56,077.50
01/15/2021	ACH3317	HDR ENGINEERING INC.	\$ 53,105.62
01/29/2021	ACH3345	Brenntag Mid-South Inc	\$ 51,480.69
01/29/2021	DBT12721	FLORIDA DIVISION OF RETIREMENT	\$ 49,026.30
01/29/2021	ACH3347	CarbPure Technologies LLC	\$ 48,553.40
02/28/2021	DBT030121	FLORIDA DIVISION OF RETIREMENT	\$ 42,652.57
01/15/2021	DBT011521	United States Treasury	\$ 39,922.74
02/12/2021	ACH3404	Environmental Science Associates	\$ 38,349.07
02/12/2021	ACH3389	Brenntag Mid-South Inc	\$ 36,603.33
02/26/2021	ACH3433	Brenntag Mid-South Inc	\$ 36,588.43
01/15/2021	ACH3311	FitchRatings Inc	\$ 36,000.00
01/15/2021	adbt011521	Valic	\$ 35,827.40
01/29/2021	DBT012921	United States Treasury	\$ 33,966.42
02/26/2021	DBT022621	United States Treasury	\$ 31,485.42
01/29/2021	ACH3342	ALLIED UNIVERSAL CORP.	\$ 25,492.06
02/26/2021	ACH3435	CarbPure Technologies LLC	\$ 23,858.00
02/12/2021	ACH3391	CarbPure Technologies LLC	\$ 23,700.00
02/26/2021	ACH3431	BLACK & VEATCH	\$ 23,554.47
01/15/2021	ACH3320	JANICKI ENVIRONMENTAL, INC.	\$ 23,512.00
01/29/2021	ACH3365	JANICKI ENVIRONMENTAL, INC.	\$ 23,512.00
02/12/2021	ACH3409	JANICKI ENVIRONMENTAL, INC.	\$ 23,512.00
02/26/2021	ACH3427	ALLIED UNIVERSAL CORP.	\$ 22,821.91
02/12/2021	ACH3413	PROGRESSIVE WATER RESOURCES, LLC	\$ 22,326.25
01/15/2021	ACH3293	BLACK & VEATCH	\$ 22,312.50
02/26/2021	ACH3459	PROGRESSIVE WATER RESOURCES, LLC	\$ 20,250.00
01/29/2021	ACH3374	PURVIS GRAY & COMPANY	\$ 19,475.00
01/29/2021	ACH3368	MANSON BOLVES DONALDSON VARN, P.A.	\$ 18,063.00
01/15/2021	ACH3290	ALLIED UNIVERSAL CORP.	\$ 15,486.19
01/15/2021	ACH3291	ASRUS LLC	\$ 14,740.00
01/15/2021	ACH3331	TRINOVA INC.	\$ 14,204.29
01/15/2021	ACH3329	STANTEC CONSULTING SERVICES	\$ 14,153.00
02/12/2021	ACH3414	ProQuip INC	\$ 14,080.62
01/29/2021	ACH3373	PROGRESSIVE WATER RESOURCES, LLC	\$ 14,047.50
01/15/2021	ACH3316	HAZEN AND SAWYER	\$ 13,483.30
02/26/2021	39032	D. M. CONSTRUCTION CORP.	\$ 13,162.76
02/26/2021	ACH3463	Sunshine Painting LLC	\$ 12,800.00
01/29/2021	38994	DESOTO COUNTY WATER UTILITY	\$ 12,420.00
02/12/2021	ACH3402	EARTH BALANCE	\$ 12,006.64
01/29/2021	ACH3360	Flotech, INC	\$ 11,035.32
01/29/2021	ACH3370	MOCK ENGINEERING, INCORPORATED	\$ 9,978.00

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

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Date	Document Number	Payee Name / Description	Amount
02/26/2021	ACH3448	GARNEY CONSTRUCTION	\$ 9,744.00
01/29/2021	dbt012921	Valic	\$ 9,664.17
02/12/2021	dbt021221	Valic	\$ 9,434.74
01/29/2021	38992	D. M. CONSTRUCTION CORP.	\$ 9,375.80
02/26/2021	ACH3429	ASRUS LLC	\$ 9,160.00
02/12/2021	ACH3403	Entech	\$ 8,920.80
01/15/2021	ACH3325	Natural Resources LLC	\$ 8,856.33
02/26/2021	dbt022621	Valic	\$ 8,491.52
01/15/2021	ACH3335	WEST COAST MOWING	\$ 8,382.00
01/15/2021	38989	UNITED STATES GEOLOGICAL SURVEY	\$ 8,265.00
02/12/2021	ACH3401	DMK ASSOCIATES	\$ 8,131.25
01/29/2021	39003	SARASOTA COUNTY ENVIRONMENTAL UTILITIES	\$ 7,900.77
02/12/2021	ACH3386	ALLIED UNIVERSAL CORP.	\$ 7,853.78
02/12/2021	ACH3397	CORONADO LAWN SERVICE OF FL	\$ 7,573.00
01/29/2021	39009	WINDEMULLER TECHNICAL SERVICES	\$ 7,230.00
02/12/2021	ACH3387	BENCHMARK ENVIROANALYTICAL INC	\$ 7,088.94
01/29/2021	ACH3357	Entech	\$ 5,859.90
01/29/2021	38999	KED GROUP INC.	\$ 5,382.00
02/26/2021	39038	KED GROUP INC.	\$ 5,382.00
02/26/2021	ACH3444	Evergreen Solutions, LLC	\$ 5,000.00
01/15/2021	ACH3312	Florida Lighting Maintenance LLC	\$ 4,998.93
02/26/2021	ACH3442	E.F. GAINES SURVEYING SERVICES, INC	\$ 4,600.00
01/15/2021	38981	Locher Environmental LLC	\$ 4,400.00
01/15/2021	ACH3313	Flotech, INC	\$ 4,228.36
02/26/2021	ACH3423	ADVANTAGE COMMUNICATIONS, INC.	\$ 4,000.00
01/29/2021	ACH3352	Cimtec Automation, LLC	\$ 3,920.71
01/25/2021	ACH01252021	PNC Bank	\$ 3,911.04
02/12/2021	ACH3394	CHARLOTTE COUNTY BCC - LANDFILL	\$ 3,883.34
01/29/2021	ACH3381	TRINOVA INC.	\$ 3,748.29
01/15/2021	38979	AMAZON	\$ 3,571.77
01/15/2021	ACH3303	CORONADO LAWN SERVICE OF FL	\$ 3,570.00
01/15/2021	ACH3322	LogMein, Inc.	\$ 3,499.77
01/29/2021	39000	MKI Services, Inc.	\$ 3,304.65
01/29/2021	ACH3359	Fisher Scientific	\$ 3,282.71
02/26/2021	ACH3443	EARTH BALANCE	\$ 3,197.50
02/26/2021	ACH3425	AIRGAS SPECIALTY PRODUCTS	\$ 3,036.45
01/15/2021	ACH3287	AIRGAS SPECIALTY PRODUCTS	\$ 3,018.17
02/12/2021	ACH3416	STANTEC CONSULTING SERVICES	\$ 3,015.84
02/26/2021	ACH3461	STANTEC CONSULTING SERVICES	\$ 3,015.84
01/29/2021	ACH3338	AIRGAS SPECIALTY PRODUCTS	\$ 2,918.91
01/29/2021	ACH3337	Air Mechanical & Service Corp.	\$ 2,900.00
02/26/2021	ACH3424	Air Mechanical & Service Corp.	\$ 2,900.00
02/23/2021	ACH02232021	PNC Bank	\$ 2,798.36
02/26/2021	ACH3468	Vertiv Corporation	\$ 2,782.20
01/15/2021	ACH3299	CHARLOTTE COUNTY BCC - LANDFILL	\$ 2,677.62
01/15/2021	ACH3309	Fiber Solutions	\$ 2,646.84
01/29/2021	39004	SUPER T	\$ 2,566.59
02/26/2021	ACH3441	CINTAS FIRE 636525	\$ 2,484.29
01/15/2021	ACH3315	Hach Company	\$ 2,452.90
01/15/2021	38982	LWR Town Center Association Inc	\$ 2,449.20
02/12/2021	39013	AMAZON	\$ 2,414.87
01/15/2021	ACH3307	Environmental Systems Research Institute	\$ 2,350.00
02/12/2021	ACH3421	VOYAGER FLEET SYSTEMS, INC.	\$ 2,319.48
01/15/2021	ACH3328	SIEMENS INDUSTRY, INC.	\$ 2,307.00
01/29/2021	ACH3362	Hach Company	\$ 2,121.48
01/29/2021	ACH3384	VOYAGER FLEET SYSTEMS, INC.	\$ 2,061.32
02/12/2021	39017	FSAWWA	\$ 2,000.00
01/29/2021	ACH3371	NABORS GIBLIN & NICKERSON PA	\$ 1,956.37
01/15/2021	ACH3292	BENCHMARK ENVIROANALYTICAL INC	\$ 1,892.26
02/12/2021	ACH3411	MSC INDUSTRIAL SUPPLY CO.	\$ 1,867.22

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Date	Document Number	Payee Name / Description	Amount
02/12/2021	39019	HOME DEPOT	\$ 1,681.67
02/26/2021	ACH3422	Advanced Overhead Systems	\$ 1,675.00
02/26/2021	ACH3430	BENCHMARK ENVIROANALYTICAL INC	\$ 1,658.42
01/29/2021	ACH3351	CenturyLink-6358	\$ 1,642.79
02/12/2021	39015	DESOTO COUNTY WATER UTILITY	\$ 1,606.59
01/15/2021	38986	SUNBELT RENTALS	\$ 1,586.35
01/15/2021	ACH3286	AECOM TECHNICAL SERVICES, INC.	\$ 1,545.40
01/29/2021	ACH3358	FEL-FT.MYERS WATERWORKS #127	\$ 1,540.22
01/29/2021	39010	WOMACK SANITATION INC.	\$ 1,500.00
02/26/2021	39029	Apple Video & Photography Studio	\$ 1,495.00
01/29/2021	ACH3369	MCMASTER-CARR SUPPLY CO	\$ 1,480.40
02/26/2021	ACH3450	Hach Company	\$ 1,471.56
02/12/2021	ACH3405	Fisher Scientific	\$ 1,470.28
01/15/2021	ACH3310	Fisher Scientific	\$ 1,463.46
01/29/2021	ACH3375	RING POWER CORPORATION	\$ 1,444.50
02/12/2021	ACH3385	AA ELECTRIC SE INC.	\$ 1,421.76
01/29/2021	ACH3361	G-TEC Equipment Services	\$ 1,265.00
01/15/2021	ACH3308	EUROFINS EATON ANALYTICAL, LLC	\$ 1,263.00
01/29/2021	ACH3356	DMK ASSOCIATES	\$ 1,078.75
01/15/2021	38988	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
02/26/2021	39044	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
01/29/2021	ACH3380	THERMO ELECTRON NORTH AMERICA LLC	\$ 1,036.00
02/26/2021	ACH3457	NATIONAL BUSINESS FURNITURE, LLC	\$ 1,016.60
01/29/2021	ACH3343	BENCHMARK ENVIROANALYTICAL INC	\$ 1,007.00
02/26/2021	39033	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 1,004.92
01/29/2021	ACH3372	Practical HR Solutions	\$ 1,000.00
02/26/2021	ACH3460	PUBLIC RISK INSURANCE AGENCY	\$ 959.00
02/12/2021	39028	Winzer Corporation	\$ 939.83
01/15/2021	ACH3323	MSC INDUSTRIAL SUPPLY CO.	\$ 916.88
02/12/2021	ACH3418	Tampa Bay Trane	\$ 852.00
02/12/2021	ACH3410	KEETON'S OFFICE & ART SUPPLY	\$ 775.46
02/26/2021	39039	SMITH RANCH & GARDEN, INC.	\$ 759.50
01/29/2021	ACH3341	ALLIED ELECTRONICS, INC.	\$ 759.38
01/29/2021	ACH3379	Tampa Bay Trane	\$ 720.00
01/29/2021	ACH3348	CED - Port Charlotte	\$ 692.27
02/12/2021	39018	HERALD TRIBUNE	\$ 691.60
01/29/2021	ACH3363	IDEXX DISTRIBUTION INC	\$ 683.69
02/12/2021	39025	TEST GAUGE INC	\$ 636.19
01/15/2021	ACH3333	ULINE	\$ 632.70
01/15/2021	38987	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 630.70
01/15/2021	ACH3318	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 595.00
02/26/2021	ACH3452	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 595.00
02/26/2021	39040	SUPER T	\$ 592.80
01/29/2021	ACH3367	KEETON'S OFFICE & ART SUPPLY	\$ 558.83
01/15/2021	38983	Manatee County Utilities Department	\$ 551.60
02/12/2021	ACH3408	JAN-PRO OF MANASOTA	\$ 544.00
01/15/2021	ACH3326	PRO-CHEM INC.	\$ 536.36
02/12/2021	ACH3392	CED - Port Charlotte	\$ 531.05
02/12/2021	39020	Manatee County Utilities Department	\$ 515.05
01/29/2021	ACH3340	ALLIANCE FIRE & SAFETY	\$ 510.00
02/12/2021	ACH3412	PRO-CHEM INC.	\$ 477.00
02/12/2021	ACH3400	Digital Homes Corporation	\$ 475.00
02/26/2021	39042	THE SUN	\$ 471.90
02/26/2021	ACH3465	Tampa Bay Trane	\$ 456.00
02/26/2021	ACH3436	CED - Port Charlotte	\$ 445.97
01/04/2021	dbt010421	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
01/15/2021	ADBT011521	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
01/29/2021	ADBT12921	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
02/12/2021	ADBT21221	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
02/26/2021	ADBT022621	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
01/15/2021	ACH3334	UPS	\$ 441.50

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Date	Document Number	Payee Name / Description	Amount
02/26/2021	ACH3454	KEETON'S OFFICE & ART SUPPLY	\$ 419.99
01/15/2021	ACH3321	KEETON'S OFFICE & ART SUPPLY	\$ 413.68
02/26/2021	ACH3455	Martin Septic Service INC	\$ 400.00
02/26/2021	39041	SyTech, INC	\$ 400.00
02/26/2021	39034	DMS-FINANCIAL MGMT SERVICES	\$ 397.39
01/29/2021	ACH3350	CENTURYLINK-14971	\$ 393.79
02/26/2021	ACH3438	CENTURYLINK-14971	\$ 393.61
01/29/2021	38996	DMS-FINANCIAL MGMT SERVICES	\$ 393.10
02/26/2021	ACH3440	CINTAS	\$ 385.95
01/29/2021	39001	QUALITY STARTER & ALT SER INC.	\$ 382.90
01/15/2021	ACH3330	SUNSHINE ACE HARDWARE	\$ 382.75
01/29/2021	38993	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 374.04
02/12/2021	ACH3393	CENTURYLINK	\$ 368.55
01/29/2021	ACH3353	CINTAS	\$ 366.53
02/26/2021	39037	HOME DEPOT	\$ 358.28
01/15/2021	ACH3298	CENTURYLINK	\$ 348.50
02/26/2021	ACH3445	Fiber Solutions	\$ 340.00
02/12/2021	39024	SARASOTA HERALD TRIBUNE	\$ 330.00
02/12/2021	39022	ROGERS PETROLEUM, INC.	\$ 312.71
01/29/2021	ACH3344	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 292.00
02/12/2021	ACH3388	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 292.00
02/26/2021	ACH3432	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 292.00
01/29/2021	ACH3354	Commercial Fire & Communications	\$ 288.00
02/26/2021	ACH3453	JOHNSON ENGINEERING, INC.	\$ 285.00
01/15/2021	ACH3289	ALLIANCE FIRE & SAFETY	\$ 284.75
01/29/2021	39006	TIRE KINGDOM	\$ 265.34
02/26/2021	ACH3428	ANDREW KOLBENSCHLAG (V)	\$ 265.00
01/29/2021	39007	TRULY NOLEN OF AMERICA	\$ 260.00
02/12/2021	ACH3419	ULINE	\$ 259.32
01/15/2021	ACH3332	TRULY NOLEN BRANCH 079	\$ 258.00
02/12/2021	39016	FLORIDA DEPT OF ENVIRONMENTAL PROT	\$ 250.00
01/29/2021	ACH3364	JAN-PRO OF MANASOTA	\$ 250.00
01/15/2021	ACH3319	JAN-PRO OF MANASOTA	\$ 249.00
01/29/2021	ACH3382	ULINE	\$ 242.01
01/15/2021	ACH3314	FRONTIER COMMUNICATIONS	\$ 240.98
02/26/2021	ACH3447	FRONTIER COMMUNICATIONS	\$ 240.98
01/15/2021	38985	SPECIALTY PARTS	\$ 238.80
01/15/2021	38984	SAM'S CLUB	\$ 238.48
01/15/2021	ACH3288	AIRGAS USA, LLC	\$ 236.73
02/26/2021	ACH3456	MOCK ENGINEERING, INCORPORATED	\$ 227.00
01/15/2021	38980	CHARLOTTE CO. CHAM OF COMMERCE	\$ 225.00
01/15/2021	ACH3305	CULLIGAN WATER of Sarasota	\$ 211.58
02/12/2021	ACH3398	CULLIGAN WATER of Sarasota	\$ 211.58
02/12/2021	ACH3415	Stanley Access Technologies LLC	\$ 206.00
02/12/2021	ACH3406	Florida Lighting Maintenance LLC	\$ 190.00
01/29/2021	ACH3366	JOHNSON ENGINEERING, INC.	\$ 190.00
01/29/2021	ACH3376	ShredQuick, Inc.	\$ 189.00
02/26/2021	39043	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 180.97
01/15/2021	ACH3297	CED - Port Charlotte	\$ 155.31
02/26/2021	ACH3458	PRO-CHEM INC.	\$ 148.00
01/29/2021	ACH3377	SUNSHINE ACE HARDWARE	\$ 146.72
01/29/2021	ACH3339	AIRGAS USA, LLC	\$ 141.39
02/26/2021	ACH3426	AIRGAS USA, LLC	\$ 141.39
01/15/2021	ACH3304	CRUMPTON WELDING SUPPLY	\$ 140.48
02/12/2021	39021	NaturZone Pest Control	\$ 136.00
01/29/2021	ACH3383	UPS	\$ 130.97
02/26/2021	ACH3449	George Pennell (V)	\$ 130.00
01/29/2021	39002	SAM'S CLUB	\$ 117.34
01/15/2021	ACH3302	COLE-PARMER INSTRUMENT CO.	\$ 108.15
01/29/2021	39011	VOLUNTARY EXTRA DUTY ACCOUNT	\$ 105.00
01/29/2021	39008	VERIZON WIRELESS	\$ 103.12

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Date	Document Number	Payee Name / Description	Amount
01/15/2021	ACH3327	Rodney Daniels (V)	\$ 100.00
02/26/2021	39045	VERIZON WIRELESS	\$ 95.28
01/29/2021	38991	Braden River Utilities, LLC	\$ 91.57
02/12/2021	39027	TIRE KINGDOM	\$ 89.72
02/12/2021	ACH3407	Heat Busters Air Conditioning & Heating	\$ 89.00
02/12/2021	39014	AWWA	\$ 85.00
02/26/2021	ACH3446	Fisher Scientific	\$ 80.21
02/26/2021	39031	Braden River Utilities, LLC	\$ 78.07
02/26/2021	ACH3439	CHENANGO SUPPLY CO., INC.	\$ 76.92
01/29/2021	38998	HOME DEPOT	\$ 68.36
02/12/2021	39026	THE SUN	\$ 60.06
01/29/2021	ACH3336	ADVANTAGE CARE INC.	\$ 40.00
01/29/2021	ACH3378	SUNSHINE STATE ONE CALL OF FL, INC.	\$ 38.89
02/26/2021	ACH3464	SUNSHINE STATE ONE CALL OF FL, INC.	\$ 38.89
02/26/2021	ACH3462	SUNSHINE ACE HARDWARE	\$ 37.92
02/12/2021	39023	SAM'S CLUB	\$ 35.49
02/12/2021	ACH3420	UPS	\$ 32.84
02/26/2021	39035	FLORIDA DEPARTMENT OF STATE	\$ 32.34
01/29/2021	38990	BILL'S BOTTLED WATER SERVICE	\$ 32.25
02/26/2021	ACH3467	UPS	\$ 24.18
02/26/2021	39030	BILL'S BOTTLED WATER SERVICE	\$ 21.75
01/29/2021	39005	THE SUN	\$ 11.43
01/29/2021	38995	DEX IMAGING	\$ 8.00
02/12/2021	ACH3417	SUNSHINE ACE HARDWARE	\$ 3.38
01/29/2021	ACH3349	CENTURYLINK	\$ 1.05
02/26/2021	ACH3437	CENTURYLINK	\$ 1.01
Total			\$ 3,620,020.70

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
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CONSTRUCTION CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
01/15/2021	CACH159	KING ENGINEERING ASSOCIATES INC	\$ 10,713.01
01/29/2021	CACH160	TKW CONSULTING ENGINEERS, INC.	\$ 7,082.50
02/12/2021	CACH161	HAZEN AND SAWYER	\$ 15,197.30
02/12/2021	CACH162	KING ENGINEERING ASSOCIATES INC	\$ 69,392.47
02/26/2021	CACH163	EARTH BALANCE	\$ 315.00
02/26/2021	CACH164	GARNEY CONSTRUCTION	\$ 188,080.08
02/26/2021	CACH165	L. Cobb Construction, Inc	\$ 143,500.00
02/26/2021	CACH166	Reynolds Construction LLC	\$ 337,243.39
Total			\$ 771,523.75

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CONSTRUCTION CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
02/26/2021	CACH163	EARTH BALANCE	\$ 315.00
02/26/2021	CACH164	GARNEY CONSTRUCTION	\$ 188,080.08
02/12/2021	CACH161	HAZEN AND SAWYER	\$ 15,197.30
01/15/2021	CACH159	KING ENGINEERING ASSOCIATES INC	\$ 10,713.01
02/12/2021	CACH162	KING ENGINEERING ASSOCIATES INC	\$ 69,392.47
02/26/2021	CACH165	L. Cobb Construction, Inc	\$ 143,500.00
02/26/2021	CACH166	Reynolds Construction LLC	\$ 337,243.39
01/29/2021	CACH160	TKW CONSULTING ENGINEERS, INC.	\$ 7,082.50
Total			\$ 771,523.75

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

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CONSTRUCTION CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
02/26/2021	CACH166	Reynolds Construction LLC	\$ 337,243.39
02/26/2021	CACH164	GARNEY CONSTRUCTION	\$ 188,080.08
02/26/2021	CACH165	L. Cobb Construction, Inc	\$ 143,500.00
02/12/2021	CACH162	KING ENGINEERING ASSOCIATES INC	\$ 69,392.47
02/12/2021	CACH161	HAZEN AND SAWYER	\$ 15,197.30
01/15/2021	CACH159	KING ENGINEERING ASSOCIATES INC	\$ 10,713.01
01/29/2021	CACH160	TKW CONSULTING ENGINEERS, INC.	\$ 7,082.50
02/26/2021	CACH163	EARTH BALANCE	\$ 315.00
Total			\$ 771,523.75

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
March 31, 2021***

**ROUTINE STATUS REPORTS
ITEM 3**

Regional Integrated Loop System Phase 3B Interconnect Project [S.R. 681 to Clark Road]

Project Status Report

Project: Regional Integrated Loop System Phase 3B Interconnect Pipeline Project
[Preymore Interconnect Clark Road (SR 72)]

Date: March 31, 2021

Prepared by: Ford Ritz, Project Engineer

The following information summarizes the project description and current status.

Project Description

The Phase 3B Interconnect will extend the regional loop system within Sarasota County approximately 5 miles further north from the Preymore Interconnect location near the Central County Solid Waste Disposal Complex to Clark Road (SR 72). The Phase 3B Pipeline will be bi-directional and will interconnect with the regional Phase 3A pipeline to the south and to Sarasota County's system on the north. The project consists of approximately 4 miles of 48-inch diameter steel pipe and another mile of 36-inch diameter ductile iron pipe. The project is currently under construction.

Current status

The project was bid on May 14, 2019 and four timely bids were received on June 26, 2019 from pre-qualified contractors. Engineer's Estimate for construction was \$13,220,000. Bids ranged from \$12,092,815 to \$15,571,092.87. Lowest bid was received from Garney Companies, Inc. at \$12,092,815. The construction contract and the engineer's construction phase services work order were both approved through Board action at the July 31, 2019 Board meeting.

In February, 2020 pipe began to be delivered and installation began in mid-March. There were several significant activities including a canal crossing and installation of piping in a wet ditch area that are scheduled for completion during the dry season and they were successfully completed. Significant rain fell the first week of June and work since then has slowed. There are photographs of the piping laid out along the route and being installed over the next several pages. These shots were taken in the Spring before the rains of June.

As of November, 2020 all pipe had been installed and crews were in the process of flushing, pressure testing and restoring land disturbed during the project. Work remaining includes pressure testing, disinfection, obtaining FDEP clearance, and final painting of exposed piping and appurtenances. Final paperwork and matters such as Record Drawings, release of leins, O&M manuals, warranties and training is underway. It is anticipated that the project will reach Substantial Completion in April 2021.

Project Photos:











Project History Briefing

Project: Phase 3B Regional Interconnect Pipeline Project

Date: March 31, 2021

Prepared by: Ford Ritz, Project Engineer

The following information summarizes the historical milestones and events of the Phase 3B Regional Interconnect Pipeline Project.

- July 24, 2015 The Authority advertised for Consultant SOQ Packages for engineering design and construction management services for the Phase 3B Regional Interconnect Pipeline Project.
- August 5, 2015 The Authority Board of Directors approved the Southwest Florida Water Management District cooperative funding request for the project “Phase 3B Regional Interconnect Pipeline Project for an estimate project cost of \$26,970,000.
- August 25, 2015 Consultant SOQ Packages were due. A total of five packages were timely received from the firms identified in alphabetical order as follows: Atkins North America Inc., Black & Veatch Inc., HDR Engineering Inc., King Engineering Associates Inc. and Stantec Consulting Services Inc.
- August 28, 2015 Distributed electronic copies of the SOQ packages to member and customer Utility Directors for feedback or comments. Feedback requested by September 14, 2015.
- September 22, 2015 Following review of the SOQ packages and in accordance with the Authority’s Procurement Policy a short-list of three top candidates was developed and included: HDR Engineering Inc., Inc., King Engineering Associates Inc. and Stantec Consulting Services Inc.
- October 7, 2015 The Authority Board listened to presentations from the shortlisted firms (HDR Engineering Inc., Inc., King Engineering Associates Inc. and Stantec Consulting Services Inc.). The Board ranked the consultants to establish the order-of-preference, with King Engineering Associates Inc. selected as the top-ranked firm.
- December 2, 2015 The Board approved a contract with King Engineering Associates Inc. for Professional Engineering Design and Construction Management/Inspection Services for the Phase 3B Regional Interconnect Project.

- December 2, 2015 The Board approved Work Order No. 1 ‘Phase 3B Interconnect Preliminary Design Services’ for \$397,958 which included \$25,000 of contingency funding with the stipulation that work not be commenced until a letter of funding commitment had been received from Sarasota County for the cost. Work Order No. 1 included evaluation of up to five (5) major pipeline corridor routes between the existing terminus of Phase 3A at 681 northwards to Clark Road. This work included efforts to coordinate with multiple Sarasota County Departments for future planning and infrastructure work in this area. The work included modeling of flows and pressures and will result in a recommendation for pipeline diameter, a route, a possible pumping station location and estimated construction cost. This effort was planned to be completed within 270 calendar days.
- January 26, 2016 Sarasota County Board of County Commissioners approved a letter of funding commitment for the entirety of the cost of Work Order No. 1 at \$397,958 should the out-of-cycle funding request to the Water Management District to cover part of Work Order No. 1 be denied.
- January 28, 2016 Authority Board approves out-of-cycle funding request to the Water Management District for the project
- February 3, 2016 Authority staff sends a letter requesting out-of-cycle funding for the project to the Water Management District.
- February 3, 2016 Authority staff issue Notice-to-Proceed to King Engineering Associates Inc. for the project. It is noted that this approximately 2 month’s post Board-award of the Contract Work Order No. 1. This delay is considered unavoidable as the Authority Board clearly indicated work should not commence until funding was assured. Authority staff not this delay could not be avoided and will be considered if the work under Work Order No. 1 should run into difficulty meeting its original 270 calendar day schedule for completion.
- February 17, 2016 Project kickoff meeting was conducted at the Sarasota County BOB Building including staff from Sarasota County, King Engineering Associates Inc., Southwest Florida Water Management District and the Authority. A significant amount of planning information was delivered to the team by Sarasota County staff.
- February 25, 2016 Draft of Interlocal Agreement as required by the MWSC for the Phase 3B Regional Interconnect Project between the Authority and Sarasota County distributed to key County staff for review and comment.

- February 29, 2016 Project meeting conducted with Sarasota County Utilities Water System staff at the Sarasota County BOB Building including staff from Sarasota County, King Engineering Associates Inc. Southwest Florida Water Management District and the Authority. Items discussed at the meeting were County expectations concerning delivery pressure and disaggregation of future water demands. County staff also related their intended operational protocols for the new project and provided feedback on preliminary pipeline routes.
- March 14, 2016 Project meeting conducted with Manatee County staff at the Manatee County Utilities Operation Division facility on west Cortez Road. Participants included staff from Manatee County, King Engineering Associates Inc. Southwest Florida Water Management District and the Authority. Items discussed included location of existing Manatee County water mains near the county line, planning for future water mains and expectations regarding emergency supply interconnection and routine water transfers in large mains that may be needed to keep water mains from becoming stagnant.
- March 25, 2016 Project meeting with Sarasota County Utilities Water, Solid Waste and Stormwater System staff at the Sarasota County BOB Building including staff from Sarasota County, King Engineering Associates Inc. Southwest Florida Water Management District and the Authority. The team discussed constraints in the area of the Sarasota County Landfill and Dona Bay project areas including the alternate landfill access route along Knights Trail Road, planned roadway improvements in the area and the need for the landfill and Dona Bay projects to collaborate on significant earth movement projects over the next several decades and how this might impact some of the pipeline routes.
- April 8, 2016 Project meeting with Sarasota County Utilities, Planning and Transportation Department staff at the Sarasota County BOB Building including staff from Sarasota County, King Engineering Associates Inc., the Southwest Florida Water Management District and the Authority. The group discussed planned roadway developments in the project area over the next several years.
- April 18, 2016 Project meeting with Florida Power and Light (FP&L) including staff from King Engineering Associates Inc. and the Authority at the FP&L Hammock Place Substation Operations Center in Sarasota. The group discussed co-locating water lines within or proximate to existing power transmission corridors for the Phase 3B as well as Phase 1 regional interconnect pipeline projects.
- June 20, 2016 Project meeting with Sarasota County staff including staff from King Engineering Associates Inc., the Authority and SWFWMD

staff at Sarasota County BOB building. The group discussed potential pipeline corridors and the project team elicited County input on suitability of corridors north of SR 72 (Clark Road). Although the Phase 3B project does not currently extend northward of Clark road at this time, where Phase 3B gets installed will greatly influence the routing for future Phase 3C anticipated sometime after the year 2022. County staff expressed a preference for routes further east, away from existing development where there are fewer existing encumbrances. Many of the eastward routes under consideration also would likely involve lower land acquisition costs since the County owns much of the land along those potential routes. The Project team also discussed conceptual level costs.

- June 21, 2016 Amendment No. 1 was issued to King Engineering Associates, Inc. for Work Order No. 1 to fund an effort behind identifying potential parcels for a Phase 3C pump station in the vicinity of Fruitville and Lorraine Roads. Although this pump station will not be constructed as a part of Phase 3B, it was deemed prudent to start the search activity now while vacant, undeveloped lands were still available in that region. This effort will only identify suitably sized parcels; it does not include contacting landowners to assess their willingness to sell not real estate negotiations. This work was funded using \$24,849 of the Owner's Contingency Allowance.
- August 2, 2016 Met with a property owner along one of the potential routes to discuss potential easement acquisition: Roman Catholic Diocese of Venice.
- August 16, 2016 Met with a property owner along one of the potential routes to discuss potential easement acquisition: LT Partners, LLLP.
- August 16, 2016 Met with a property owner along one of the potential routes to discuss potential easement acquisition: Mrs. Hawkins.
- September 6, 2016 Presented summary of potential Phase 3B pipelines routes and discussed selection criteria and weighting factors with Sarasota County staff. At this point all of the environmental assessments have been completed including wetland assessments, protected species reviews, floodplain issues and soils reviews. In addition, all potentially affected private property owners along the routes have been contacted regarding acquisition of easements and that feedback was shared with County staff. King Engineering indicated route selection would be completed within the next 2 weeks and the draft Basis of Design Report was tentatively planned for completion by the end of the month.

Finally, the effort to conceptually lay out a future Phase 3C pump station and identify suitable parcels for acquisition was completed and staff was briefed on those findings and recommendations.

- September 8, 2016 Provided electronic copy of Pump Station Siting Memorandum to County staff for review.
- October 24, 2016 Authority staff reviewed draft chapters of the BODR and provided feedback and comments to King Engineering.
- October 28, 2016 Provided update to Sarasota County staff on status of the project at the County's BOB facility.
- November 8, 2016 King Engineering hand delivered the draft BODR (hardcopies and CDs) to the Authority's Lakewood Ranch office.
- November 9, 2016 Hand delivered the draft BODR report for review and comment to Sarasota County (hardcopy and CD) and in electronic version (CD) only to the following: Charlotte County, Desoto County, Manatee County and the City of North Port.
- November 17, 2016 Transmitted copies of the draft BODR to both of the project's FDEP and SWFWMD Project Managers, respectively for consideration and comment.
- December 1, 2016 Received review comments on the draft Phase 3B BODR from SWFWMD project manager.
- January 3, 2017 Coordination meeting with King Engineering Associates, Inc. to develop scope for final design work order.
- February 1, 2017 Authority Board Meeting at the PRF. At this meeting:
 - The Board accepts draft Phase 3B Pipeline BODR.
 - The Board is briefed on the concept of dislocating the Phase 3B Pump Station from the Pipeline Project and migrating the pump station further north where there is greater immediate need.
 - Board authorizes Work Order No. 2 'Phase 3B Interconnect Final Design, Permitting and Bid Phase Services' to King Engineering Associates, Inc., for an amount not to exceed \$1,090,391. This effort included a task to complete a BODR for the Pump Station to be returned to the Board within the next 4 months.
- February 9, 2017 Project coordination meeting with SWFWMD staff to discuss cooperative funding for the project. Topics discussed included

schedule, cost and deliverables and legal review and coordination of agreements.

- March 10, 2017 Project coordination meeting with Sarasota County staff at the Sarasota County Central Solid Waste Complex attended by County Solid Waste, County Stormwater and County Utilities staff. Topics discussed included gaining access to the route for project surveyors and the soils testing and ecological consultants. We also discussed how to navigate around/under/over county conveyances and roads with our pipeline.
- March 10, 2017 Received authorization from Sarasota County Solid Waste for surveyors to access the pipeline route to commence gathering topographic data.
- March 30, 2017 Project update meeting with Sarasota County staff at the County's BOB location off Fruitville Road attended by County staff, Authority staff and King Engineering.
- April 7, 2017 AWWA Annual Water Taste Testing Event conducted at the SWFWMD's Fruitville Road location. The guest speaker from Carollo Engineers and provided an overview of a Two County Water System Hydraulic Model they were working to complete for Sarasota and Manatee Counties.
- April 26, 2017 Workshop at the Sarasota County BOB location with Sarasota and Manatee Counties and their mutual consultant, Carollo Engineers, to discuss the recently completed Two County Water System Hydraulic Model.
- May 1, 2017 Project coordination meeting with the SWFWMD in the Tampa Service Office to meet their designated 3rd party reviewer for the project (CDM) and to discuss coordination details, data needs, schedule and expectations.
- May 9, 2017 As agreed with Sarasota County staff, King Engineering Associates, Inc. reached out to Sarasota National Cemetery representatives to register interest in utility easements along the southern boundary of their property and inquire about the cemetery's willingness to cooperate on such a venture.
- May 15, 2017 King Engineering provided electronic copy of the draft Phase 3B Pump Station BODR for review and comment.
- May 16, 2017 Pre-application meeting with the FDEP in Fort Myers, FL.
- May 19, 2017 Completed internal review of Phase 3B Pump Station BODR and transmitted to King Engineering for implementation.

- May 22, 2017 Transmitted an electronic copy of the draft Phase 3B Pump Station BODR to Sarasota County for review and comment.
- May 22, 2017 Provided project WaterCAD model to the SWFWMD for their designated project 3rd party reviewer (CDM).
- May 24, 2017 Pre-application meeting with the US Army Corps of Engineers in Tampa, FL.
- May 24, 2017 Received final Phase 3B Pipeline BODR electronically. Changes from the draft BODR document accepted by the Authority Board in February are not substantive but editorial in nature.
- June 2, 2017 Received comments from Sarasota County on Phase 3B Pump Station BODR document responded in kind the same day. Several questions were answered and County preferences expressed that the Authority agreed to implement should this project proceed to the final design stage.
- June 2, 2017 Progress Meeting with King Engineering Associates at the Authority's Lakewood Ranch Office.
- June 7, 2017 Authority Board of Directors accepts the Final Phase 3B Pipeline BODR and the Final Phase 3B Pump Station BODR documents.
- June 12, 2017 Project team met with Authority legal counsel to generally discuss easement acquisition processes. The Phase 3B route falls entirely on County-owned property and so it is not envisioned that private easement acquisition will be necessary. This meeting was more a perfunctory opportunity to meet with counsel to advise them on the overall status of the project and confirm the current understanding of overall easement needs.
- June 23, 2017 King Engineering presented the compressed vertical profile for the pipeline, known in the industry as an "EKG" because it resembles a graph similar to the up and down pattern reflected in a heartbeat monitor. This tool is used to determine the relative high and low points of the pipeline which govern the installation locations for pipeline air relief valves and blow offs.
- July 3, 2017 Project team made the decision to case the 3B pipeline where it crosses from the west to the east side of the 100 foot right-of-way strip which serves as an alternate access route to the landfill from Clark Road. This will better ensure that the pipeline will be unaffected in the future should this transportation corridor door be developed.

- July 11, 2017 Transmitted Copies of Final Phase 3B Pump Station and Pipeline BODRs to FDEP point-of-contact.
- July 18, 2017 Site visit with SWFWMD staff and staff from their 3rd party reviewer, CDM.
- July 25, 2017 Met with project team at King's Tampa Offices to view mechanical pipe joint coupling hardware alternatives and listen to technical presentation by Northwest Pipe Inc. about their products for use in this project.
- August 18, 2017 Consultant reviewed the design specifications for the County's CS-03 slide gates that will hold back water during the constructed crossing of the main north-south Dona Bay conveyance channel. The team found that these gates would be acceptable to hold back the full channel height of water during construction.
- August 18, 2017 Consultant developed an analysis of the comparative cost and difficulty of construction corridor width through wetlands. A narrower path adds construction complexity but impacts fewer wetlands and costs less from a mitigation standpoint. Authority staff directed Consultant to utilize the narrowest practical path possible through the wetlands (30-feet wide). The expected net construction cost impact of this decision was under \$10,000.
- August 30, 2017 Met with SWFWMD staff, King Engineering staff and CDM staff at SWFWMD's Tampa office to review 3rd party review comments on the Phase 3B Interconnect Pipeline BODR.
- September 14, 2017 Consultant delivered 60% design drawings to Authority staff.
- September 20, 2017 Authority staff delivered review copies of 60% Design Package to Sarasota County Utility Staff as well as the Solid Waste Department since the project is constructed on lands which fall under their purview.
- September 20, 2017 SWFWMD shared final 3rd party review of the Phase 3B Pipeline Interconnect BODR with Authority staff.
- September 27, 2017 Tentatively scheduled to submit Army Corps of Engineers permit application for the project
- October 9, 2017 Submitted Army Corps of Engineers permit application for the project.
- October 10, 2017 Authority staff received draft project technical specifications from King Engineering.

- October 10, 2017 Project team reached consensus on approach on the design approach in the area of the CS-03 flow way in deciding not to rely upon the County weir structure for upstream channel flow control. The design concept will include a double sheet pile wall on either side of the excavation – this reduces risk to the County structure and the pipeline construction project.
- October 23, 2017 FDEP project manager indicated receipt and acceptance of the 60% design package.
- October 23, 2017 Sarasota County Stormwater Department indicated they had no comments on the plans.
- October 30, 2017 Sarasota County Solid Waste Department provided review comments on the 60% Design Plans.
- October 30, 2017 Project team noted discrepancies in the CDM 3rd party review cost estimate document to SWFWMD project manager, however, these discrepancies did not result in a material difference to the estimate.
- November 6, 2017 Project team is coordinating with the Sarasota County Solid Waste Department to ensure that the casing design for the pipeline under the haul road is sufficient to handle loading of loaded articulated dump truck traffic.
- November 8, 2017 Received feedback from Sarasota County Transportation Department of a future roadway that could cross the pipeline and the project team is working on design changes to reflect a casing in this area so that the roadway could be built over the line without impact to the pipeline.
- November 14, 2017 Project team scheduled a site visit to Sarasota County Pump Station No. 5 for December 4th to view the site with the intent of possibly coordinating flushing and disinfection between the Authority's Phase 3B and the County's 24" pipelines.
- November 17, 2017 King Engineering provided the final Geotechnical Exploration Report for the pipeline route.
- December 4, 2017 The project team toured Sarasota County Pump Station No. 5 to better understand how the Phase 3B project needs to integrate with the County water system.
- December 6, 2017 In a meeting with County personnel the request was made to add fiber optic conduit along with the pipe to give the County the flexibility of pulling in fiber cables for communications/data in the future. Authority staff conferred this direction to the King project team.

- December 28, 2017 Sarasota County personnel (Planning & Development Services/Environmental Protection Department) advised that utility work is exempt from tree permitting except for “Grand Trees” (trees of exceptionally large trunk diameter). There is one such tree along our planned route and the project team is considering the various options.
- January 4, 2018 The King project team provided the Authority with 90% Design documents. Authority staff began their internal review.
- January 12, 2018 The project team coordinates specifications for the requested fiber optic conduit to be buried coincident with the pipeline.
- January 18, 2018 The project team is preparing to submit the ERP permit application to FDEP and has requested a permit application fee check.
- January 22, 2018 Consistent with our intent to prequalify contractors for this project, staff is reviewing the draft Request for Statements of Qualifications developed by King Engineering. It is anticipated that this process will commence shortly culminating with a list of approved contractors being presented for the Board’s consideration in April 2018.
- January 23, 2018 Delivered 90% Design Documents to Sarasota County, FDEP and SWFWMD for review.
- February 1-6, 2018 Began coordination with Water Supply Authority legal counsel on easement matters.
- February 9, 2018 Published advertisement constituting the Invitation to Submit Statements of Qualifications for Contractor Prequalification for the Phase 3B Pipeline.
- February 16, 2018 Issued Addendum # 1 to the Invitation to Submit Statements of Qualifications under the Contractor Prequalification effort which began on February 9th.
- February 16, 2018 Received review comments from Solid Waste Department that included corrective notes on about a dozen sheets, clarification of soil/fill management expectations, locations for contractor staging areas and access instructions. Solid Waste also expressed caution about potential land use issues that could be associated with truck/contractor access from SR 72 (Clark Road). Finally, they reminded the team of the private property owner who has an easement over county lands that we will need to cross to build the pipeline (*note, this is the same issue was addressed in the earlier bullet reflecting activity from February 1st -6th*).

- February 27, 2018 Issued Addendum # 2 to the Invitation to Submit Statements of Qualifications under the Contractor Prequalification effort which began on February 9th.
- March 1, 2018 Received notice of “no comments” from the Sarasota County Stormwater Department, but they had been copied on the earlier Solid Waste Department’s comments and so had been fully integrated into the discussions from that Department’s review.
- March 1-2, 2018 Sought and received confirmation from the County Solid Waste Department regarding areas it would be suitable for the pipeline contractor to stage from without impacting County operations on the site.
- March 2, 2018 Review meeting with Sarasota County Utilities. The project team was notified that the County intended to construct a 30-inch diameter interconnecting line. The terminal end assembly had originally been sized for 24-inch diameter pipe. The project team indicated they would likely increase the Water Supply Authority pipe to match but needed to discuss with other stakeholders first. The group also discussed options for dealing with a ‘grand tree’ that had been identified along the project route and decided it would be best to schedule a follow-up meeting with County Natural Resources personnel and involve them in the decision process.
- March 12, 2018 Received prequalification SOQ packages from perspective contractors.
- March 13, 2018 Received FDOT permit for construction along Clark Road (SR 72).
- March 20, 2018 King Engineering develops a letter of recommendation regarding contractor prequalification and Authority posted the Notice of Intended Decision on its website indicating that all five (5) of the Prime Contractors who submitted packages were deemed suitable and recommended they all be approved as Prequalified.
- April 4, 2018 Authority Board of Directors accepts and approves list of prequalified contractors to include (listed alphabetically):

Felix Associates	Stuart, Florida
Garney Construction	Clearwater, Florida
Reynolds Construction	Pompano Beach, Florida
Westra Construction	Palmetto, Florida
Woodruff & Sons	Bradenton, Florida

- April 11, 2018 FDEP issues draft ERP permit.

- April 11, 2018 Project team meets with Sarasota County environmental manager James Dieroff to discuss possible alternatives for the Grand Tree identified along the route.
- April 18, 2018 Project team identified that expected detail regarding mitigation appeared to be missing from the FDEP draft ERP permit, contacted FDEP to discuss and through discussion realized coordination issues stemmed from submittal of the entire BODR, which included all possible routes considered as supplemental information. Project team promised to send revised supplemental information more finely tuned to the selected route that is needed to update the draft ERP by the end of the month.
- April 24, 2018 Project team provides U.S. Army Corps of Engineers permit reviewer with supplemental information requested to help clarify the many legs of the regional integrated loop system pipeline phases and segments.
- April 24, 2018 Notified County and District Project Managers that legal counsel advised resolutions be passed at the next Authority Board Meeting confirming route of the pipeline as well as necessity for need of easements to enable easement acquisition through eminent domain procedures if needed. The preferred path forward will be through amicable negotiations but underpinned by ability to avoid protracted delays if that strategy proves fruitless.
- May 4, 2018 Project team provided to FDEP suggested modifications to the draft project ERP language to clarify certain information including the selected route and mitigation details.
- May 9, 2018 At regularly scheduled professional staff meeting, Authority staff conferred with Sarasota County staff about the above-described easement acquisition plan and the value in scheduling a project update/progress meeting for various key County staff.
- May 9, 2018 Project team met with newly assigned Army Corps permit reviewer to provide a briefing on the project.
- May 10, 2018 Submitted Grand Tree Permit application to Sarasota County.
- May 11, 2018 Army Corps permit reviewer initiates contact with adjacent property owners (this is an important part of their permitting process).
- May 16, 2018 At prompting from County Engineering Consultant Kimley Horn, provided updated hydraulic residence time calculations as

developed by King Engineering for the Phase 3B design inclusive of the final pipe sizes/lengths selected.

- May 24, 2018 A meeting was conducted with the single private property interest along the route to provide information, assurances and discuss accommodation of needed permanent and temporary construction easements over property owner's existing ingress/egress easement. The meeting was cordial and a mutually agreeable and amicable path forward was planned.
- May 25, 2018 Army Corps of Engineers publicly noticed the project which is a precursor step to permit issuance. The deadline for comments is June 18, 2018.
- June 19, 2018 Negotiated FDEP concurrence to utilize credits from the Myakka Mitigation Bank for this project as there were no other viable options close by.
- June 26, 2018 Submitted Water Main Construction Permit application to the Sarasota County Health Department.
- July 2, 2018 Project team discusses how to best feed fiber optic through casing pipes along with the carrier pipe.
- July 6, 2018 Received direction from Sarasota County Real Estate Department on County expectations for temporary construction and permanent utility line easements.
- July 10, 2018 Received appraisal for Houghtaling access rights, they are of nominal value which would have been useful for condemnation but with amicable negotiations proceeding to cooperatively use the 100' wide strip of land with Mr. Houghtaling, this fact may be immaterial.
- July 12, 2018 Received Sarasota County Department of Health permit for the project.
- July 17, 2018 Participated in meeting with Sarasota County Utility staff on coordinating the Phase 3B pipeline with the County's line from Pump Station No. 5. The group also discussed the inclusion of several casings for possible future roadways. The consensus was that this is good insurance, if the roads are ever built, we will be ready for them, otherwise there might be a need for service interruption in the future to accommodate roadway construction.
- July 18, 2018 Published notification of ERP and ERP Modification.
- July 23, 2018 Submitted RAI # 1 response to the Army Corps of Engineers.

- July 27, 2018 Met with Sarasota County Real Estate Department to give a presentation on the project to provide background for the multiple easements we will be seeking from the County.
- July 30, 2018 Shot aerial drone footage of the project route to use in discussions with County staff.
- August 6, 2018 Received direction from Sarasota County to make a presentation to the County Solid Waste and Stormwater Departments to keep them informed about the pipeline project, to help them understand how it might impact their operations and to solicit suggestions for ways to improve the project.
- August 13, 2018 Met with Authority legal counsel to discuss upcoming contract preparation work.
- August 22, 2018 Met with personnel from the County Stormwater and Solid Waste Departments to present an overview of the pipeline project and solicit feedback/suggestions.
- August 29, 2018 Authorized use of contingency funds to prepare temporary construction and permanent easements descriptions and sketches requested by Sarasota County Real Estate Department.
- September 10, 2018 Army Corps of Engineers staff contacted King Engineering for supplemental wetland mapping information.
- September 10, 2018 Project team realized that the proposed solar powered automated access gate to be installed to protect Mr. Houghtaling's driveway needs to be moved south about 250 feet to reach an area that is sufficiently free of trees so that the solar panels would be assured to receive adequate sunlight.
- September 13, 2018 Army Corps of Engineers staff requested copies of the FDEP ERP permit which had been granted.
- September 18, 2018 Revised project schedule to show tentative hold on bidding until May 2019 to allow time for the County's water main design to progress to a point where we can better assure both pipelines will be completed at about the same time (early 2021).
- September 19, 2018 Received draft US Army Corps of Engineer's permit.
- October 9, 2018 Returned US Army Corps of Engineer's permit executed with no objections.

- October 10, 2018 Remitted payment in the amount of \$11,830 to the Myakka Mitigation Bank, LLC for 0.07 offsetting Palustrine Freshwater Forested credits for pipeline impacts.
- November 8, 2018 Joined with County staff for a public meeting at the Lakeview Elementary School to discuss the Phase 3B Interconnect Project and the County's proposed pipeline connecting to Phase 3B with interested citizens.
- December 24, 2018 Responded to questions from County staff on recommended setbacks from the pipeline for Dona Bay excavations.
- December 27, 2018 Worked with County staff to secure acceptable contractor staging areas for the pipeline project.
- December 28, 2018 Worked with County staff to secure acceptable contractor staging areas and site access control for the pipeline project.
- January 9, 2019 Provided County Real Estate Department with draft temporary construction easements and permanent utility easements for review.
- February 13, 2019 County Real Estate Department approves form of temporary construction easements and permanent utility easements and tentatively schedules easements to be presented to Sarasota County BOCC in May 2019.
- March 19, 2019 Authority legal counsel coordinating access agreement documents with the single private landowner who has an ingress/egress agreement with the County over a portion of the pipeline route.
- May 14, 2019 Project is advertised. Here is a synopsis of relevant dates:
 - May 14th - Advertisement
 - May 31st - Mandatory Pre-Bid Meeting
 - June 14th – Deadline for Questions
 - June 26th – Bid Opening
- June 26, 2019 Four bids received ranging from a low of \$12,092,815 to a high of \$15,571,092.87.
- July 3, 2019 Engineer of record has reviewed the bids and recommends low bidder, Garney Companies, Inc. of Winter Garden, FL.
- July 9, 2019 Authority posts Notice of Intended Decision.

- July 11, 2019 Authority project staff met with Sarasota County staff on June 13, 2019 to discuss clearing and disinfection coordination for the Phase 3B Interconnect and the County's 30-inch diameter pipeline project from Clark Road to Pump Station 5. Four project bids received from pre-qualified contractors on June 26, 2019. Low bid of \$12,092,815 was submitted by Garney Companies Inc. is advertised.
- July 31, 2019 Authority Board of Directors awards construction contract for Phase 3B Regional Interconnect Project to Garney Companies, Inc for a cost not-to-exceed \$12,092,815. Authority Board of Directors also awards a Construction Phase Services work order to the engineer-of-record, Ardurra for an amount not-to-exceed \$1,355,508.
- August 6, 2019 Project team meets with Sarasota County Solid Waste Department to cover site access expectations and procedures.
- August 29, 2019 Project team meets with Sarasota County Stormwater Department to cover utility conflict concerns and coordination issues.
- September 5, 2019 Project kickoff meeting conducted at the Sarasota County Central Solid Waste Disposal Complex. Attendees included members of Authority staff, Sarasota County staff, the engineer Ardurra, the contractor Garney and the Southwest Florida Water Management District.
- October 2019 Two progress meetings were held this month as the project team continues to work on construction submittals in advance of the physical construction.
- November 2019 Progress meetings were cancelled this month although the project team continued to work remotely in advance of the start of physical construction.
- December 2019 Construction trailers were mobilized to the site. The project team continues to collaborate on schedule and submittals.
- January 2020 Equipment mobilized to the site and clearing commenced.
- February 2020 Equipment still arriving to the site. Pipe deliveries are being made (along with valves and other appurtenances). Clearing continues along with installation of dewatering systems. Contractor utilizing an alternate route to give a documented, active American Bald Eagle nest a wide berth as is required by law through the end of the nesting season in late May.
- March 2020 Onsite training for cathodic protection was completed. Clearing still underway, the Albritton ditch crossing was installed so that traffic can now pass continuously from North to South along the entire

pipeline route. Pipe installation was scheduled to commence March 16th (the day this was being written) beginning at the southernmost end of the project. A second pipe crew is expected towards the end of the month – they will focus on installing pipe beginning at the north end near the National Cemetery.

- April – May 2020 Crews have made excellent progress installing both steel pipe as well as ductile iron pipe using two separate crews. The second crew, first mentioned in March, had become available because they were working at Disney when the theme park halted all construction work there due to the Covid-19 quarantine protocols. As of this writing, the second crew had completed installation of the ductile iron main buried piping and was at work on the raised control valve assembly near Clark Road. This has placed Garney far ahead of schedule and they forecast being completed perhaps 5 months earlier than the deadline embedded in the contract.

The project roughly attained the halfway completion point in the month of May 2020. Importantly, the contractor has concluded pipeline work along the boundary of the U.S. National Cemetery, which included significant linear wetlands and is currently working on the crossing of CS-03 canal structure which is a part of Sarasota County's Dona Bay Storage and Treatment System. It was critically important to finish work in both areas before the onset of the 2020 wet season and it appears the contractor will be successful on both counts there.

Covid-19 impacts have been negligible on the project. No material shortages have been reported. And the dispersed, outdoor nature of pipeline construction allows the contractor to easily comply with safe distancing guidelines. Nevertheless, the contractor did adopt mandatory mask protocols for its employees. Project meetings transitioned in March to remote via technology platforms.

- June – July 2020 Critical crossings of the CS-03 canal (part of the Dona Bay System) and the Sarasota County Landfill Haul Road were completed before the summer rains began in early June. Groundwater levels have been elevated and have slowed progress significantly. The secondary crew was demobilized and the contractor took long periods of time off due to weather and also due to illness of key personnel. Several of the contractor's employees had contact with family or community members who had tested positive for Covid-19 and were voluntarily quarantining and getting tested as a precaution. But none of the contractor's workforce was ever diagnosed with the virus.

Compaction of trench fill has been a challenge since the rain began. There are areas that the contractor will need to return to, excavate and recompact at a later date. The contractor continues to dynamically adjust their methods to overcome the high moisture conditions.

All pipe and valves have now been delivered to the site. The contractor continues to update its Covid-19 protocols pursuant to official guidance.

- July – Sept 2020
Typical summer rains have slowed construction progress compared with earlier in the year but the contractor still remains on track to complete this project several months ahead of the April/May 2021 deadline. Major activities remaining include installation of a little over a mile of 48” diameter steel pipe and many appurtenances on the pipeline such as air relief/vaccum valves and blowoff assemblies. Unless there are significant rains or unforeseen challenges, all pipe is scheduled to be installed by early October.

All of the steel pipe joints need to be mortared from inside the pipe, that is a process that will take a crew about 2 weeks to complete. The pipe must then be filled, flushed, pressure tested and disinfected. The final pipeline activity will be functional testing of the terminal control valve at Clark Road. Those activities will take place through the month of November and early December.

Miscellaneous activities over the next 4 months include installation of the fiber optic conduit that is being run alongside the pipeline, capping and marking of sock drains, surface restoration work and general site cleanup activities. The contractor believes they will reach final completion with all activities in the month of January 2021.

Pandemic impacts have not been significant. Contract tracing is in effect, any site visitors are requested to complete a form stipulating their contact with any CoVid-positive cases and they are asked to divulge whether they themselves have been sick with the virus or have felt poorly recently. The contractor has reported no supply or labor shortage issues related to the virus/pandemic.
- Sept – Nov 2020
Summer precipitation had begun to slow but then tropical storm Eta drenched the region in early November with several inches of rain. There is about a quarter mile of pipe that was installed but failed to fully meet compaction criteria. The contractor intends to uncover the pipe in that area when the rains stop and use dewatering to recover the pipe to meet the specifications. All pipe has been installed, the internal pipe welding and grouting at every has been completed. The pipe is currently being filled and will be flushed shortly.
- Dec ‘20 – Jan ‘21
Pipe Flushing has been completed. All Pipe installed has now met compaction criteria. Disinfection and final site cleanup and restorative work is underway.

- Feb '21 – March '21 Disinfection has been completed and FDOH clearance is anticipated. Contractor completed installation of fiber optic cable conduit and installation of anodes beds. Clean up and site restoration continued this period. Contractor continues to submit project close out documentation.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
March 31, 2021***

**ROUTINE STATUS REPORTS
ITEM 4**

Peace River Regional Reservoir No. 3 (PR³) Project

ROUTINE STATUS REPORTS ITEM 4

Project Status Report

Project: Peace River Regional Reservoir No. 3 (PR³) Project

Date: March 31, 2021

Prepared by: Terri Holcomb, PE, Resource Management and Planning Manager

Project Description

The key to use of seasonally available surface water as a reliable public water supply is the ability to harvest and store large volumes of water during relatively short periods of availability. The Peace River facility utilizes off-stream raw water reservoirs, and an aquifer storage and recovery system to support use of supplies skimmed from the Peace River as an alternative water supply, reliably meeting much of the drinking water needs in the District's southern water planning area. The Peace River Reservoir No. 3 (PR³) Project will include a third off-stream raw water reservoir (minimum 6 BG capacity) at the Peace River site in DeSoto County, expanded river intake capacity and connecting pipelines.

The Reservoir No. 3 Project is supported by the Authority's Water Use Permit (20 010420.010) issued February 26, 2019 which authorized increasing the maximum daily withdrawal from the Peace River from 120 MGD to 258 MGD to enhance the capture and storage of excess flows during the wet season. The increase in withdrawal will facilitate gaining additional drinking water supply yield from this system. In addition, the Authority's 2020 Master Water Supply Plan identified an additional 15 MGD in alternative water supply capacity development is available from the Peace River Facility Expansion Project, inclusive of the PR3 Project. The Southwest Florida Water Management District is funding this portion of the PR3 Project in the amount of \$625,000.

Current status

Work Order No. 1 'Siting and Feasibility Phase Services on the Peace River Regional Reservoir (PR³) Project' with HDR Engineering, Inc. includes wetland and floodplain mitigation evaluations; geotechnical and geological explorations and evaluations; identification and development of permitting plans; development of a decision support framework to evaluate Project alternatives, and production of a Feasibility and Siting Report. Board Approval of the Work Order No. 1 – Siting and Feasibility Phase Services in the amount of \$1,499,983.20 occurred on August 5, 2020 with a completion date of December 21, 2021. The Project is currently on schedule and budget.

Project History Briefing

Project: Peace River Regional Reservoir No. 3 (PR3) Project

Date: March 31, 2021

Prepared by: Terri Holcomb, PE, Resource Management and Planning Manager

The following information summarizes the historical milestones and key events to date of the Peace River Regional Reservoir No. 3 (PR3) Project.

- August 2020 Board approved the Agreement for Professional Services Related to the Peace River Regional Reservoir (PR3) Project with HDR Engineering as well as Work Order No. 1 – Siting and Feasibility Phase Services under the Agreement on August 5, 2020. Completion of the is Work Order is December 2021 and has a fee in the amount of \$1,499,983.20.
- September 2020 Project Kick-Off and Chartering Meeting was held on September 3, 2021 at the PRF/virtually. HDR, SWFWMD, and Authority staff were present. An Environmental Reconnaissance/Site Visit to the RV Griffin Reserve was performed by HDR on September 22, 2020.
- October 2020 The Decision Criteria and Weighting Workshop was held on October 1st and 2nd at the finish tower at Nathan Benderson Park in Sarasota. The first PR3 Project progress meeting was held on October 7th, followed by the first Environmental Investigation Workshop, held virtually and in person at the PRF.
- November 2020 Monthly Progress Meeting was held on November 12th with a meeting to review the draft presentation for the December Board meeting following. Data Requests and Report Collection activities continued through November.
- December 2020 A Project Update/Presentation was made to the Board on December 2nd. Technical Memorandum No. 2.1 was received on December 10th. Monthly Progress Meeting was held on December 10th followed by the Intake Siting Workshop. The Workshop was held at the PRF/virtually. HDR, SWFWMD, and Authority staff were present.
- January 2021 The Monthly Progress Meeting was held on January 14th, followed by the Hydraulics/Operational Considerations Workshop. The Workshop was held at the PRF/virtually. HDR, SWFWMD and Authority staff were present.

- February 2021
Three initial hydraulic configurations options were provided to the Authority for review and comment on February 5th with comments provided to HDR on February 23rd. On February 10th a virtual project overview/introduction meeting was held with FDEP Dam Safety and Program Administration staff from Tallahassee and Fort Myers. The Monthly Progress Meeting was held on February 11th.
- March 2021
The Consultant was on-site at the RV Griffin Reserve for their 3rd field review on March 9th. Following the Monthly Progress Meeting held on March 11th, a virtual meeting was held with representatives from CHNEP to identify any opportunities for regional mitigation partnerships.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
March 31, 2021***

**ROUTINE STATUS REPORTS
ITEM 5**

Regional Integrated Loop System Phase 2B & 2C Feasibility and Routing Study

Project Status Report

Project: Regional Integrated Loop System Phase 2B & 2C Pipelines Feasibility and Routing Study

Date: March 31, 2021

Prepared by: Ford Ritz, P.E., Project Engineer

The following information summarizes the project description and current status. (see attached general project area figure).

Project Description

The Regional Integrated Loop System Phase 2B/2C Pipeline(s) Feasibility and Routing Study Project will evaluate the route options to provide a second (southern loop) plant-to-plant connection between the Peace River Facility and the Sarasota County Carlton Water Treatment Facility. The regional interconnect project will consist of large diameter transmission main and may also include storage, chemical trim and repumping stations at strategic locations. The Phase 2B and 2C pipelines are anticipated to be approximately 10- and 14-miles in length respectively.

The project scope includes:

- Development of conceptual routes and feasibility analysis of routes
- Determination of pipe sizes, delivery requirements and interconnection points
- Pumping and storage requirements
- Water quality consideration
- Estimated project costs

As currently envisioned, the Phase 2B pipeline will begin at the terminus of the Phase 2 Interconnect Pipeline at Serris Blvd., about 2-miles east of the intersection of Charlotte, Desoto and Sarasota counties. The Phase 2B then continues west ending near the City of North Port's Myakkahatchee WTP. The Phase 2C Pipeline will begin and the terminus of the Phase 2B pipeline and continue westward before crossing the Myakka River then northward, crossing I-75 and terminating at the Carlton WTF.

Current status

The Board approved the Contract for Professional services with Kimley-Horn Associates for the Phase 2B/2B Feasibility and Routing Study Project on December 2, 2020 and Kimley-Horn was issued the Notice-to-Proceed on January 6, 2021. Project completion is 15-months from the NTP date. Currently, Kimley-Horn is developing routes and the Authority is soliciting feedback from Charlotte County, Sarasota County and North Port. Kimley-Horn is performing hydraulic modeling based upon the Integrated Regional Water Supply Plan 2020 Update.

Project History Briefing

Project: Regional Integrated Loop System Phase 2B & 2C Pipelines Feasibility and Routing Study

Date: March 31, 2021

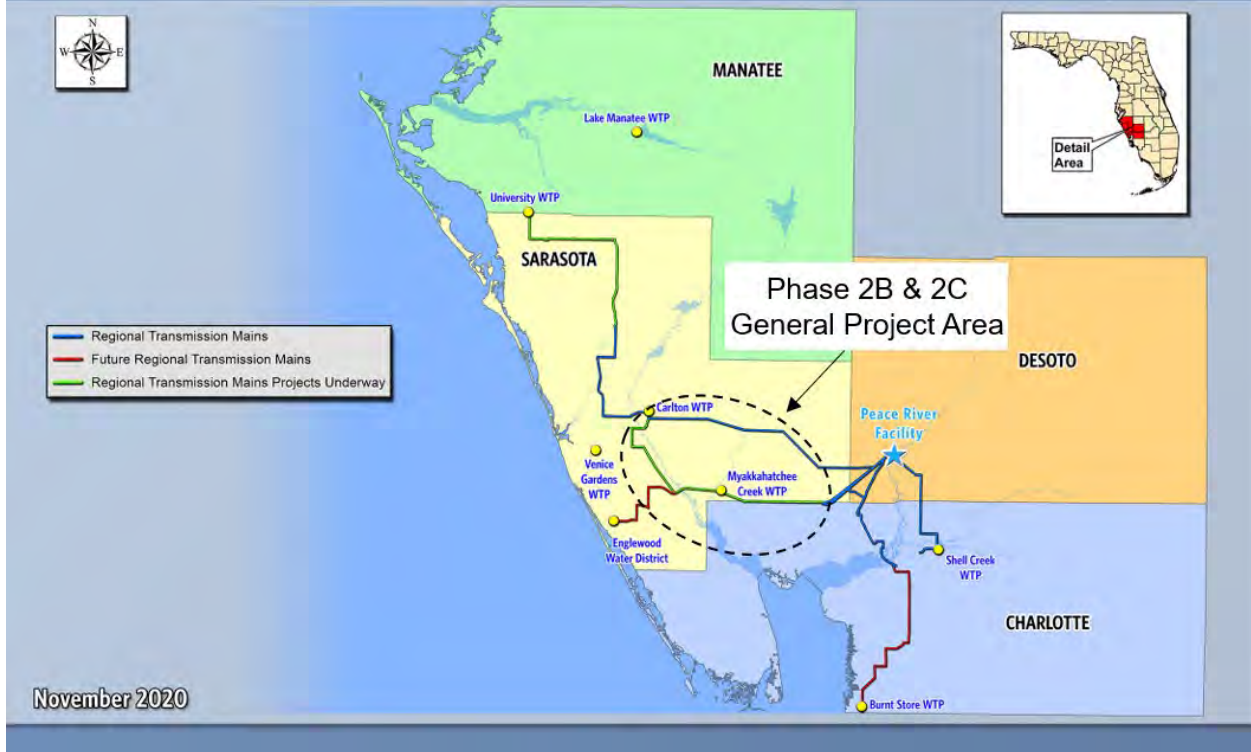
Prepared by: Ford Ritz, P.E., Project Engineer

The following information summarizes the historical milestones and events of the Regional Integrated Loop System Phase 2B & 2C Pipelines Feasibility and Routing Study

- June 23, 2020 - The Authority advertised for Consultant Statement of Qualifications (SOQs) for professional engineering services for the Feasibility and Routing Study.
- July 9, 2020 – Addendum No. 1 was sent to Consultants expressing interest.
- July 24, 2020 – Six SOQ packages were timely received, including in alphabetical order:
 - AECOM Technical Services
 - Ardurra Group
 - Black & Veatch Corp.
 - Kimley-Horn Associates (KH)
 - Stantec Consulting Services
 - TKW-Consor Consulting Engineers
- August 11, 2020 – The Authority Professional Selection Evaluation Committee Meeting was held and the top three consultants were short listed, including Ardurra Group, Kimley-Horn Associates and Black & Veatch Corp.
- September 2, 2020 – The Professional Selection Evaluation Committee interviewed short listed consultants, and Kimley-Horn was selected
- September 9, 2020 – A Notice of Intended Decision (NOID) to award the Project to Kimley-Horn was posted on the Authority web site.
- September 30, 2020 – The Authority Board Approved the selection of Kimley-Horn and approved the Executive Director to negotiate the Contract scope and fee with Kimley-Horn.
- December 2, 2020 - The Authority Board approved the Contract for Professional Services with Kimley-Horn for the Phase 2B & 2C Feasibility and Routing Study and for the Executive Director to approve Work Order 1 for an amount not to exceed \$399,960.

- January 6, 2021 - The Notice to Proceed (NTP) was issued to Kimley-Horn with a completion time of 15-months from the NTP date. The NTP was issued at the project kickoff meeting.
- January 6, 2021 – The project kickoff meeting was held at the Authority’s Lakewood. It was attended by Authority Staff, SWFWMD and the Kimley-Horn Team. Key discussion items included, the project schedule, data requests, and an overview of the KH project plan.
- January 29, 2021 – The Cooperative Funding Agreement between the Authority and Southwest Florida Water Management District was executed for \$400,000.
- February 4, 2021 - A project status meeting was held. Route alternatives for 2B/2C pipelines were presented by Kimley-Horn and discussed. It was attended by Authority Staff and SWFWMD.
- February 12, 2021 – A coordination meeting was held with Charlotte County Utilities to discuss route alternatives and to solicitate feedback from Charlotte and their modeling consultant who is updating the Charlotte County Water Master Plan including their hydraulic model. The meeting was led by KH, and attended by Authority staff, and SWFWMD.
- February 23, 2021 – A joint Phase 2B/2C and Phase 3C Regional Hydraulic Model Overview meeting was held to discuss the Integrated Regional Water Supply Plan 2020 Update modeling effort performed by HDR. The modeling effort discussion was led by HDR and modelers from Kimley-Horn (2B/2C) and Wade Trim (3C) were in attendance as well as Authority staff and SWFWMD. Key discussion items included validation of the PRMRWSA model, key connection points, contracted pressures/demands and coordination with new/updated customer models.
- March 5, 2021 – Workshop 1_Demands and Criteria was held to discuss projected water demands and evaluation criteria. The workshop was led by Kimley-Horn, and included Authority staff, and SWFWMD. Criteria for demands, future customer demands, emergency demands and pipe sizing considerations were discussed.
- March 15, 2021 - A coordination meeting was held with Sarasota County to discuss route alternatives and to solicitate feedback. The meeting was attended by Sarasota County staff, KH, SWFWMD and Authority staff.

Peace River Manasota Regional Water Supply Authority Regional Vision for 2035



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
March 31, 2021***

**ROUTINE STATUS REPORTS
ITEM 6**

Regional Integrated Loop System Phase 3C Feasibility & Routing Study

ROUTINE STATUS REPORTS ITEM 6

Project Status Report

Project: Phase 3C Pipeline Feasibility and Routing Study

Date: March 31, 2021

Prepared by: Richard Anderson, System Operations Manager

Project Description

The intent of the Regional Integrated Loop Phase 3C Pipeline Project is to deliver water from the terminus of the Phase 3B Regional Interconnect on Clark Road near Cow Pen Slough to the general vicinity in Sarasota/Manatee Counties of University Parkway Booster Pump Station near Lockwood Ridge Road. This project will interconnect the two largest water supplies in the region improving system reliability, rotational supply options and resource sharing. This is an alternative water supply project which supports SWUCA recovery through conjunctive use of surface and groundwater sources based on management and rotation of supply resources.

The routing and feasibility study is a critical step in evaluating the route options and infrastructure requirements that will enable regional connection with the Manatee County water system. This project is a component of the Authority's regional integrated loop system and is referred to as Phase 3C in the Authority's 5-year CIP/ 20-year CNA. 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. The study will also refine estimated costs for all proposed new facilities and facility improvements.

The Southwest Florida Water Management District is funding this portion of the Phase 3C Project in the amount of \$300,000.

Current status

Work Order No. 1, 'Feasibility and Routing Study for the Regional Integrated Loop Phase 3C Pipeline Project with Wade Trim, Inc was approved by the Authority Board on December 2, 2020 in the amount of \$599,970. Notice To Proceed was issued on January 7, 2021 with scheduled completion of Work Order No. 1 on April 6, 2022. The Project is currently on schedule and budget.

Project History Briefing

Project: Phase 3C Pipeline Feasibility and Routing Study

Date: March 31, 2021

Prepared by: Richard Anderson, System Operations Manager

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 Pipeline Project.

- December 2020 Board approved the Agreement for Professional Services and Work Order No. 1 related to the Feasibility and Routing Study for the Regional Integrated Loop Phase 3C Pipeline Project with Wade Trim, Inc. Completion of the is Work Order is April 2022 and has a fee in the amount of \$599,970.
- January 2021 Notice to Proceed and Project Kick-Off Meeting was held on January 7, 2021 at the Lakewood Ranch offices. Wade Trim, Ardurra, SWFWMD, and Authority staff were present or participated virtually.
- February 2021 Wade Trim established a preliminary project schedule and initiated bi-monthly project meetings. A list of requested data was also developed and data transfers between the Authority and Consultant began. A joint Phase 3C/Phase 2B-2C Projects meeting was held on February 23rd to review the Regional Hydraulic Pipeline model to insure both projects shared common information.
- March 2021 Progress Meeting was held on March 4th. Consultant staff beginning analysis on preliminary routes. Wade Trim submitted a formal project schedule on March 15th.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
March 31, 2021***

**ROUTINE STATUS REPORTS
ITEM 7**

Peace River Basin Report

MEMORANDUM

TO: Board Members and Pat Lehman
FROM: Doug Manson, Laura Donaldson, and Paria Shirzadi Heeter
RE: Peace River Basin Report
DATE: March 15, 2021

Mosaic Fertilizer, LLC- Bartow Chemical Plant NPDES Permit Renewal

On September 8, 2020, the Department of Environmental Protection (“DEP”) received an application for a National Pollutant Discharge Elimination System (“NPDES”) permit major modification from Mosaic Fertilizer, LLC (“Mosaic”) to establish a pipeline corridor (“Pipeline Corridor”) and associated conveyance systems connecting the Bartow Chemical Plant facility complex (“Bartow Facility”) (NPDES Facility ID FL0001589; PA File No. FL0001589-025) to the lined North Phosphogypsum Stack at the Mosaic’s Green Bay Facility (NPDES Facility ID FL0000752). The Bartow Facility consists of a phosphate fertilizer manufacturing facility—the Bartow Chemical Plant—and associated phosphogypsum stack system. The major modification request includes modification of the Bartow South Gypsum Stack for the Pipeline Corridor, reactivation of the Green Bay North Gypsum Stack, gypsum transfer pumps and pipelines from the Bartow Facility to the Green Bay Facility, process water return pumps and pipelines from the Green Bay Facility to the Bartow Facility and interconnection with the regional process water storage pond for process water handling.

On October 7, 2020, DEP issued, and on October 20, 2020 Mosaic responded to, an Initial Request for Additional Information (“RAI”) asking for additional information regarding the following issues: discrepancies in flow numbers provided for the permitted outfalls; outfall design discrepancies; and various discrepancies in the figures identifying/depicting the existing and proposed pipelines and their paths. On November 19, 2020, DEP deemed the application complete and, on February 24, 2021, issued a notice of draft permit—substantial revision (FL0001589-025-IW1S/RA). The notice of draft permit was published on March 1, 2021.

The existing permit, renewal of which was issued in August 2020, authorizes the continued operations of Mosaic’s existing Bartow Chemical Plant, South Phosphogypsum Stack system, process water treatment pond system, and sewage treatment plant, associated with the management and disposal of phosphogypsum and associated wastewater, and the monitoring of authorized discharges from the Bartow Facility. The existing permit also addresses the operation of wastewater treatment systems for the treatment and discharge of process wastewater, non-process wastewater, and stormwater. This permit revision does not change the characteristics of the effluent for the existing two NPDES outfalls (D-001, D-002), nor the quantity discharged or groundwater monitoring requirements of the existing permit for the Bartow Facility.

The Bartow Facility itself is located at 3200 State Road 60 West in Polk County, at the boundary line of the Peace River watershed and over 50 miles away from the Peace River Regional Water Supply Authority Facility. However, one of the Bartow Facility’s outfalls (Outfall D-002) discharges treated process wastewater, non-process wastewater, and stormwater to an unnamed ditch that flows to Six Mile Creek, which ultimately enters the Peace River.

Mosaic Fertilizer, LLC- Green Bay & Bartow Facilities

On March 3, 2020, Mosaic submitted an application (FL0000752-020-IW1S/RA) to DEP for a major modification of the wastewater discharge permit for its Green Bay Facility. The Green Bay Facility permanently discontinued all manufacturing activities and was idled in 2006, and plant closure was initiated in 2012. This application proposes reactivation of the of the currently inactive lined Green Bay Lined North Gypsum Stack (“Lined North Gypstack”) to re-initiate or resume its use to accommodate ongoing phosphate manufacturing. This application for resuming operation of the Lined North Gypstack is limited to the dimensions that were previously permitted for construction by DEP (under PA File No. FL0000752-003-IW1N/RA). The project includes modifications to specific operations to incorporate the transfer of phosphogypsum from the Bartow Facility for use at the Green Bay Facility (operations of the Bartow Facility are authorized under Permit No. FL0001589 and summarized earlier). The application and supporting documents provide information about the reactivation of the Lined North Gypstack, the proposed Pipeline Corridor (for the transfer of process water and reverse osmosis water) between the Bartow Facility and Green Bay Facility (authorization for the proposed pipeline corridor is set forth in the separate, but related, permit revision explained above), and the interconnection with the regional process water storage pond for process water handling.

On May 21, 2020, Mosaic submitted additional information in response to DEP’s April 2, 2020 RAI regarding numerous issues, including but not limited to: why laboratory tests were not performed on the Lined North Gypstack; the sensors for detecting leaks of process water or gypsum slurry along the West Pipeline Corridor; the submitted hydrologic and hydraulic analysis and stability analysis; the test borings performed on the perimeter dike; the submitted updated

groundwater modeling plans; surface water flow conditions; the Pipeline Corridor design; the technical report on the subsurface surveys performed; and the submitted water balance modeling and groundwater quality information. Additional information and clarification responses were submitted by Mosaic on June 16, 2020 and July 13, 2020, and DEP deemed the application complete on August 18, 2020.

On February 24, 2021, DEP issued a notice of draft permit (FL0000752-020-IW1S/RA), and the notice was published on March 1, 2021. Neither this permit modification or the above related permit revision (FL0001589-025-IW1S/RA) change the expected quantity or quality of surface water discharged at either facility. Additional groundwater monitoring requirements are included in this permit modification for the Green Bay Facility as part of the facility reactivation.

The Green Bay Facility is located in Bartow, Polk County, just outside of the Peace River watershed and the Bartow Facility is located in Bartow, Polk County at the boundary line of the Peace River watershed. The receiving waters for some of the Bartow Facility project's outfalls are located within the Peace River watershed.

Mosaic Fertilizer, LLC- Bartow Facility Leak/Crack

In October 2019, Mosaic discovered a leak and a crack in the outer slope of a pond at its Bartow Facility. Mosaic workers set up a waterproof dam around the seepage area and set up a pump to collect the water and channel it to a nearby pond, where it would normally go. Mosaic reported the leak and crack to DEP, repaired the crack in November 2019, and has been providing frequent updates to DEP on the status of conditions at the Bartow Facility. The January 2020 update stated that collected monitoring and sampling data indicated that there were no offsite impacts or detrimental effects to surface or drinking water detected, and that the gypsum stack structure itself

remained structurally unaffected. In June 2020, DEP approved a repair plan for the crack (“Repair Plan”), which provided that the repair was to be performed in three stages, with the submittal of construction completion reports within 30 days of each repair stage, and biweekly progress reports on the status of the repairs activities until the repairs were completed in accordance with the Repair Plan. On February 17, 2021, Mosaic submitted a report to DEP titled “*Completion of the Crack Repair for the Northwest Wall, Bartow South Phosphogypsum Stack, Bartow Facility, Mosaic Fertilizer, LLC., Polk County, Florida*” (Crack Repair Completion Report). On March 3, 2021, DEP issued a letter finding that (based on a review of the Crack Repair Completion Report, biweekly progress reports, and February 25, 2021 site inspection observations), the repairs have been completed in accordance with the Repair Plan and that Mosaic was no longer required to submit biweekly progress reports.

The Bartow Facility is located at 3200 State Road 60 West in Polk County, at the boundary line of the Peace River watershed, but over 50 miles from the Peace River Manasota Regional Water Supply Authority’s Facility. The receiving waters for some of the Bartow Facility project’s outfalls are located within the Peace River watershed.

Mosaic Fertilizer, LLC- Bartow Facility Gypsum Slurry Release

On July 10, 2020, Mosaic discovered and reported a release of phosphogypsum slurry at the Bartow Facility due to a ruptured phosphogypsum slurry pipeline crossing under SR 60. Gypsum slurry deposits were documented in areas north and south of SR 60, at locations subsequently confirmed to be Mosaic’s property. On July 16, 2020, pond water was found to be flowing from a location just east of the substation on the north side of Hwy 60 (inside of Mosaic’s fence) into the

excavated area to the east and was believed to be associated with the original event that occurred on July 10, 2020.

On July 15, 2020, Mosaic submitted a report providing additional information regarding the specific pipeline that was the source of the release and outlining the progress of ongoing recovery and cleanup actions. The report also clarified that the release did not migrate off Mosaic's property, and that containment berms were placed as a proactive measure to ensure containment of the release onsite. DEP performed follow up site visits on July 16 and 31, 2020, to observe the status of clean-up operations and found that over 90 percent of the gypsum slurry in impacted areas on the North and South of SR 60 had been removed and the underlying soil was being treated by lime prior to placement of clean soil and reseeded for soil stabilization. On July 24, 2020, DEP issued Warning Letter #WL 20-001PM53WRM advising Mosaic that the gypsum release may have resulted in possible violations of Florida statutes and DEP rules and that a conductivity system (installed between the inner and outer pipes for detecting potential leaks of the inner phosphogypsum slurry line) appears to not have been properly operated or maintained in accordance with conditions of the facility's wastewater permit.

On December 23, 2020, following Mosaic's submittal of an initial groundwater assessment and notice that the slurry line repairs were completed, DEP approved Mosaic's request to terminate the weekly reporting. On January 20, 2021, Mosaic submitted a summary report ("Gypsum Line Release Summary Report") that reported on key aspects of Mosaic's investigation of the gypsum line failure incident findings and identifying corrective actions. On February 25, 2021, DEP published notice of agency action of entering into a Consent Order (OGC File No. 21-0104) with Mosaic addressing the violations resulting from the slurry line release. The Consent Order requires

Mosaic to complete all remaining corrective actions as listed in the Gypsum Line Release Summary Report within 180 days of the Consent Order's effective date, and to provide a final report documenting the results of the investigation and the completion of all corrective actions within 240 days of the Consent Order's effective date. The Consent Order also requires Mosaic: to submit a groundwater quality monitoring plan to document and evaluate groundwater quality in the affected areas north and south of where the gypsum pipelines pass beneath SR 60; to submit monthly progress reports; pay \$13,000 in civil penalties and for DEP costs/expenses; and pay stipulated penalties of \$1,000/day for violations of the Consent Order's requirements.

The Bartow Facility is located at 3200 State Road 60 West in Polk County, at the boundary line of the Peace River watershed, but over 50 miles from the Peace River Manasota Regional Water Supply Authority's Facility. The receiving waters for some of the Bartow Facility project's outfalls are located within the Peace River watershed.

Mosaic Fertilizer, LLC- Bonnie Mine Facility

On February 4, 2019 Mosaic submitted a NPDES permit renewal application to DEP for the Bonnie Mine Facility (FL0000523) ("Bonnie Facility"). On February 2, 2021, Mosaic submitted supplemental information seeking authorization to transport (accept) first-stage lime treated water from the Bartow Facility, for further treatment and discharge at the Bonnie Facility. The February 2021 submission states that it supplements the information in the 2019 application, and requests that it be incorporated into that application. On March 1, 2021, Mosaic submitted a metals analysis for the single-lime treated water that has been stored in the Bartow Facility's ponds (which will be transferred to the Bonnie Facility for additional lime treatment during 2021), and explained that the additional stage of lime treatment at the Bonnie Facility will further reduce metal

concentrations in the water. Mosaic's March 1 correspondence stated that the submittal completes the additional information that Mosaic has prepared in support of the proposed project to transfer water from the Bartow Facility to the Bonnie Facility.

On March 4, 2021, Mosaic agreed to DEP's requested waiver of the 30-day application review period and granted an additional thirty days for DEP to complete the required review (through April 2, 2021). Bonnie Mine is located at 2501 Bonnie Mine Rd in Bartow, Florida, near the western boundary of the Peace River watershed.

Mosaic Fertilizer, LLC- New Wales Phase III Gypsum Stack Extension

The New Wales Facility manufactures solid ammoniated phosphate fertilizers and animal feed ingredients. On October 25, 2019, Mosaic submitted a construction/operation permit application to DEP for its New Wales Phase III Gypsum Stack Extension ("Phase III extension") and on December 2, 2019, DEP issued its first RAI to Mosaic regarding its application for the Phase III extension. The Phase III extension adds 231 acres (205 acres of which were previously mined lands) to the existing New Wales South Gypsum Stack. The Phase III extension is comprised of: 1) a lined area of 167 acres; 2) 24 acres of perimeter earthen dikes; and 3) 40 acres of stormwater drainage ditches and access roads. The first RAI required Mosaic to provide additional information regarding: hydrogeological, geophysical, or geotechnical investigations evaluating the subsurface beneath the site; the hydraulic modeling; and a recommended protocol for reporting to DEP monitoring results for the foundation drainage system so that any detected changes can be timely identified to prevent development of subsurface conditions that may threaten the proposed gypsum stack. On January 23 and January 29, 2020, Mosaic submitted its responses to the first RAI.

On March 11, 2020, DEP issued a second RAI to Mosaic requesting additional information regarding: the subsurface investigative efforts performed at the site; several items in the report (on the seismic investigations performed and anomalies identified at the site) submitted with the first RAI response; the features discovered during initial subsurface investigations; additional approaches to further characterize the subsurface to identify potentially unstable areas; construction sequencing plans; and a seepage and stability analyses. Mosaic submitted its response to the second RAI on May 11, 2020, and following discussion with DEP, Mosaic submitted supplemental information on June 10, 2020. On September 22, 2020, Mosaic submitted additional supplemental information to the second RAI response. In November of 2020, Mosaic submitted a report titled "Addendum to Ardaman's Response to the FDEP Second Request for Additional Information – Supporting Data for Remaining DT Features," as well as a stabilization plan to DEP. The stabilization plan recommends engineering measures to address the paleosink feature that was identified in the area of a former topographic depression (designated Area 111-2) within the proposed Phase III extension. The engineering measures are designed to provide reasonable assurance that the stabilized subsurface conditions within Area 111-2 will be adequate to support the Phase 111 gypsum stack extension without adversely affecting the performance of the stack liner system.

During a December 16, 2020 conference call between DEP and Mosaic, additional questions came up regarding the seismic features and stabilization plan for the Phase III extension area and, on December 22, 2020, Mosaic submitted to DEP a report prepared by Ardaman and Associates, Inc. to address these questions/concerns. The correspondence from Mosaic on December 22, 2020 submitting this report also stated that Mosaic now considered its application complete.

Since the December 2020 submittal, and as of the date of this report, no additional documents have been posted on DEP's online database for this permit other than an inquiry (regarding the application documents) from an employee of Gurr Professional Services, Inc. submitted to DEP on January 22, 2021 that stated that they are in the process of conducting a third party review for Polk County regarding Mosaic's proposed Phase III extension.

The New Wales Facility is located on County Road 640 West, southwest of Mulberry, in Polk County near the Hillsborough County line. A sinkhole developed in the Phase II West Area of the South Gypsum Stack in August 2016. A consent order was issued by DEP on October 24, 2016, and remediation of the sinkhole and groundwater recovery was undertaken in accordance with the consent order.

Mosaic Fertilizer, LLC- Hookers Prairie Mine

On January 13, 2021, DEP issued, and on January 21 Mosaic published, a notice of draft NPDES permit (FL0033294-025) renewal for Mosaic's Hookers Prairie Mine. On February 12, 2021, Mosaic submitted several comments to DEP regarding the draft permit.

Mosaic applied for this renewal of its existing NPDES permit for Hookers Prairie Mine in November 2018. The permit authorizes Mosaic to continue ongoing reclamation activities including the abandonment of Clay Settling Areas (CSAs) and the discharge of excess mine re-circulation water, recovered groundwater and stormwater through four permitted outfalls: two of the outfalls discharge into Hookers Prairie, a tributary of the South Prong Alafia River; one discharges via a system of reclaimed mine pits (generally known as Dream Lakes) into Whidden Creek, a tributary of the Peace River; and one flows into a segment identified as Bryants Branch, a tributary of the Peace River. The permit also: authorizes the transfer of mine circulation water, as needed, to

Mosaic's South Pierce Chemical Complex and Duke Energy-Hines Energy Complex thorough the operation and maintenance of Mosaic owned infrastructure, i.e. pipelines and pumps utilized for the conveyance of the water; and authorizes the facility to accept treated reclaimed water from the City of Bowling Green wastewater treatment plant.

The Hookers Prairie Mine is divided into three drainage basins, the South Prong of the Alafia, and Whidden Creek and Little Payne Creek, which are both tributaries of the Peace River. The facility is located at 110 Agricola Mine Rd., Bradley, Florida 33835 in Polk County.

E.R. Jahna Industries, Inc./Nola Land Company, Inc.—Haines City Sand Mine

On February 5, 2021, E.R. Jahna Industries, Inc. and Nola Land Company, Inc. submitted an environmental resource permit ("ERP") modification application to DEP for the Haines City Sand Mine (ERP0225818). The proposed ERP modification involves the expansion of the existing Haines City Sand Mine (the property is owned by Nola Land Company, Inc. and leased to E.R. Jahna Industries, Inc. for mining purposes) and modification of the existing ERP operated by E.R. Jahna Industries, Inc., and located at 4910 E. State Road 544 in Haines City, Florida. The application states that adjacent wetlands and other surface waters will be avoided and offset by a buffer to eliminate any impacts to these systems and that there will be no groundwater impacts. There are no stormwater discharges proposed in the ERP modification (as the extraction project creates storage where the mining operation takes place). The existing permitted mine encompasses an area of approximately 693.5 acres, with a proposed expansion of an additional 577.3 acres, for a total area of 1270.8 acres. The site lies approximately 0.6 miles west of Lake Marion within Haines City. Portions of Haines City are within the northern boundary of the Peace River watershed.

Mosaic Fertilizer, LLC- Water Use Permit (No. 9741.021)

On February 23, 2021, SWFWMD issued its final agency action approving an application for a water use permit (“WUP”) modification (No. 9741.021) from Mosaic for agricultural uses in Manatee, DeSoto, and Sarasota Counties. The water use is located in the Peace River and Manasota Basins and Southern Water Use Caution Area. The modification slightly increases the authorized annual average quantity from 1.831 million gallons per day (“mgd”) to 1.939 mgd and the peak month quantity from 8.905 mgd to 9.862 mgd, due to the addition of 130 acres of irrigated citrus.

Mosaic Fertilizer, LLC- Water Use Permit (No. 11400.030)

On January 12, 2021, SWFWMD issued a WUP letter modification (No. 9741.021) to Mosaic for industrial/commercial and mining/dewatering uses in Hillsborough, Hardee, Polk, Manatee, DeSoto, and Sarasota Counties. The water use is located in the Peace River, Alafia River, and Manasota Basins, and Southern Water Use Caution Area. The modification does not change the overall water allocation of 69.6 mgd annual average and 87 mgd peak month, but grants a temporary 6 month increase in withdrawals from one well from 15,000 gpd to 120,000 gpd for construction-related activities, and adds two new wells at Mosaic’s Green Bay Facility.

Kelly Family Holdings, LLC—Water Use Permit

On February 11, 2021, SWFWMD issued its final agency action approving a WUP modification (No. 2588.013) to Kelly Family Holdings, LLC for agricultural and landscape/recreation uses in Charlotte County. The water use is located in the Peace River Basin and the Southern Water Use Caution Area. The modification increases the authorized annual average quantity from 1.043 mgd to 1.201 mgd and the peak month quantity from 1.074 mgd to 2.608 mgd, due to an increase in acreage. The environmental review from SWFWMD staff stated

that the increased annual average quantity was input into a groundwater model showing no drawdowns of concern beneath any surface water features and/or wetlands.

Lennar Homes- Water Use Permit

On February 10, 2021, SWFWMD received an application for a new WUP (No. 20950.000) from Lennar Homes for landscape/recreation uses located in Charlotte County, within the Peace River Basin and the Southern Water Use Caution Area. The application requests an authorized annual average quantity of 0.369 mgd and peak month quantity of 0.408 mgd.