

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

**AGENDA  
August 3, 2022 @ 9:30 a.m.**

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

Additional information may be obtained by contacting the Peace River Manasota Regional Water Supply Authority, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202 or through the Authority's website [www.regionalwater.org](http://www.regionalwater.org). Persons with disabilities who need assistance may call (941) 316-1776 at least two business days in advance to make appropriate arrangements. No Stenographic record by a certified court reporter is being made of this meeting. Accordingly, any person 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 Ken Doherty, 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**

Mandy Hines, DeSoto County Administrator

**PUBLIC COMMENTS**

Any individual wishing to address the Board on an item on the Consent Agenda, Regular Agenda, or Budget Hearing for FY 2023 ("Voting Agenda Items") or an issue that does not appear on the agenda should complete a 'request to speak' card and submit it to the Authority's recording clerk prior to this Public Comments item. Each person that submits a 'request to speak' card will have three (3) minutes to address the Board. Fifteen (15) minutes is provided for this Public Comment item unless additional time is needed for individuals to address the Board on Voting Agenda Items. If the time limit is exhausted and there are still individuals that want to address the Board on non-Voting Agenda Items, the Board will entertain any remaining comments near the end of the meeting. Comments on Voting Agenda Items will be heard first.

**AWARDS/ RECOGNITIONS**

1. Employee Service Recognition



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## **PUBLIC HEARING – BUDGET FOR FY 2023**

1. Open Public Hearing
2. Presentation of Budget for FY 2023
3. Public Comment
4. Close Public Hearing

## **BUDGET FOR FY 2023**

1. Adoption of Budget for FY 2023
2. Resolution 2022-05 ‘Resolution Setting Forth Rates, Fees and Charges for FY 2023’

## **CONSENT AGENDA**

1. Minutes of June 1, 2022 Board of Directors Meeting
2. Minutes of June 1, 2022 Board of Directors Workshop
3. Resolution 2022-06 ‘Florida Water Professionals Month’
4. Resolution 2022-07 Authorizing the Issuance of an Amended and Restated Line of Credit with PNC Bank for System Wide Benefit Project Funding
5. U.S. Geological Survey Joint Funding Agreement #23MCJFA0101 for Monitoring in the Peace River
6. Change Order No. 2 for Contract with Poole and Kent Company of Florida for Peace River Facility Trains 5 and 6 Rehabilitation Project
7. Filter Valves and Actuators for Peace River Facility Plant No. Four - Owner Direct Purchase
8. Work Order to Hazen and Sawyer for Peace River Reservoir Algae Characterization Study
9. Annual Regulatory Plan 2022-2023
10. First Amendment to Interlocal Agreement for Regional Integrated Loop System Phase 3C Interconnect. between the Peace River Manasota Regional Water Supply Authority and Sarasota County

## **REGULAR AGENDA**

1. Water Supply Conditions
2. Projects for SWFWMD FY 2024 Cooperative Funding Initiative
3. Florida Department of Environmental Protection Resilient Florida Program – FY 2023 Grant Request
4. Regional Integrated Loop System Phase 3C Interconnect Project – Progressive Design-Build Contractor Selection
5. Regional Integrated Loop System Phase 2B Interconnect Project – Progressive Design-Build Contractor Selection
6. Purchase of Phase 3C Regional Interconnect Pumping Station Site and Associated Easements
7. Initial Funding Program for Phase 2B and 3C Regional Interconnect
8. Master Water Supply Contract Revisions (Clean-Up)
9. Surface Water Supply Expansion Project Approval (Reservoir No. 3 + Water Treatment Plant Expansion)

## **GENERAL COUNSEL’S REPORT**

## **EXECUTIVE DIRECTOR’S REPORT**

## ROUTINE STATUS REPORTS

1. Hydrologic Conditions Report
2. Check Registers for May and June 2022
3. Peace River Regional Reservoir No. 3 Project (PR<sup>3</sup>) Preliminary Design
4. Regional Integrated Loop System Phase 2B Project
5. Regional Integrated Loop System Phase 3C Project
6. DeSoto Booster Pumping Station Project
7. Partially Treated Water Aquifer Storage and Recovery Project
8. Peace River Basin Report

## BOARD MEMBER COMMENTS

### PUBLIC COMMENTS *(if necessary)*

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

## ANNOUNCEMENTS

### Next Authority Board Meeting

October 5, 2022 @ 9:30 a.m.

Sarasota County Commission Chambers, First Floor  
1660 Ringling Boulevard, Sarasota, Florida

### Future Authority Board Meetings

December 7, 2022 @ 9:30 a.m.

Manatee County Administration Building  
Honorable Patricia M. Glass Chambers, First Floor  
1112 Manatee Avenue West, Bradenton, Florida

## ADJOURNMENT

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

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**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*August 3, 2022*

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

**Employee Service Recognition**

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

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

<b>Milestone</b>	<b>Employee</b>	<b>Position</b>
5 Years	Rodney Daniels	Utility Technician I
	Dennis Diamond	Water Treatment Operator Trainee
	Rachel Kersten	Agency Clerk
	Aswathy Warriar	Chemist II
10 Years	Shawn Lewis	Mechanic III
	Christopher Rogers	Project Manager III
15 Years	Fordyce Ritz	Project Engineer III
	Trent Cheatham	Water Plant Operator - C
	Adam Smart	Water Plant Operator - C
30 Years	Douglas Leath	Maintenance Manager

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
August 3, 2022***

**PUBLIC HEARING**

**Budget for FY 2023**

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1. Open Public Hearing
2. Presentation of Budget for FY 2023
3. Public Comment
4. Close Public Hearing



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**Propose Budget for FY 2023**

**FY 2023 PROPOSED BUDGET**  
**'FOCUS ON THE FUTURE'**

**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.'*

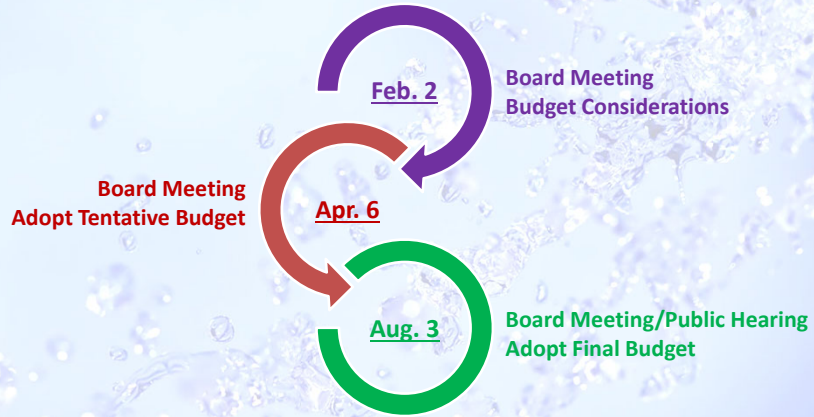
**Lakewood Ranch No. 2 best-selling community**  
 South County's Lakewood Ranch No. 2 is the nation's leading...  
 Lakewood Ranch No. 2 is a 1,000-acre community...  
 Lakewood Ranch No. 2 is a 1,000-acre community...  
 Lakewood Ranch No. 2 is a 1,000-acre community...

**WEST PORT EXPANSION**  
 COMBINED WEST PORT DEVELOPMENT PLAN

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## Proposed Budget for FY 2023

### Budget Calendar



FY 2023 Budget documents available to the public @ [www.regionalwater.org](http://www.regionalwater.org)

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## Proposed Budget for FY 2023

### Budget Obligations



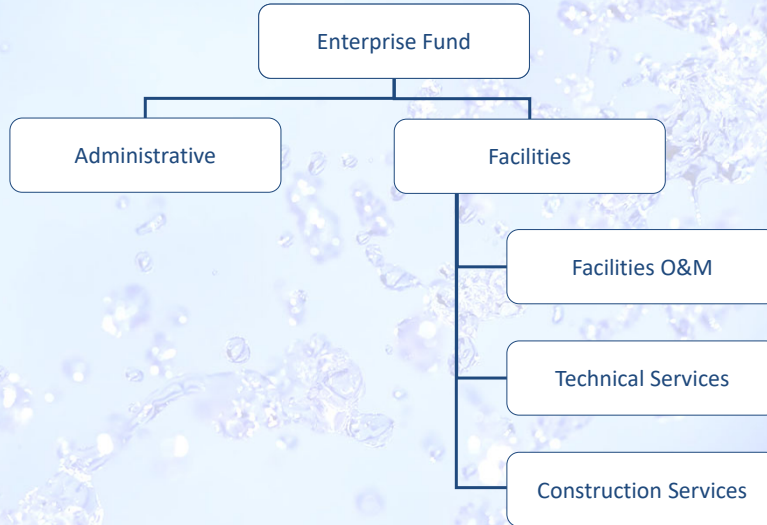
- MWSC water allocations [34.7 MGD]
- Customer demands projections [32 MGD]
- Efficient and cost-effective operations
- Investment to maintain infrastructure
- Plan for long term water needs
- Financial stability/bond rating
- Maintain reasonable water rates
  - Next fiscal year FY 2023
  - Near-term [2-5 years]
  - Long term [5-20 years]

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## Proposed Budget for FY 2023

### Enterprise Fund Chart



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## Proposed Budget for FY 2023

### Budget Comparison

	Tentative Budget (April 2022)	Proposed Final Budget	Change
	\$76,415,527	\$78,327,527	\$1,912,000
CIP Expenditures	\$25,875,000	\$27,787,000	\$1,912,000
Grant Revenues	\$23,350,000	\$25,850,000	\$2,500,000
Customer Savings			\$588,000

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## Proposed Budget for FY 2023

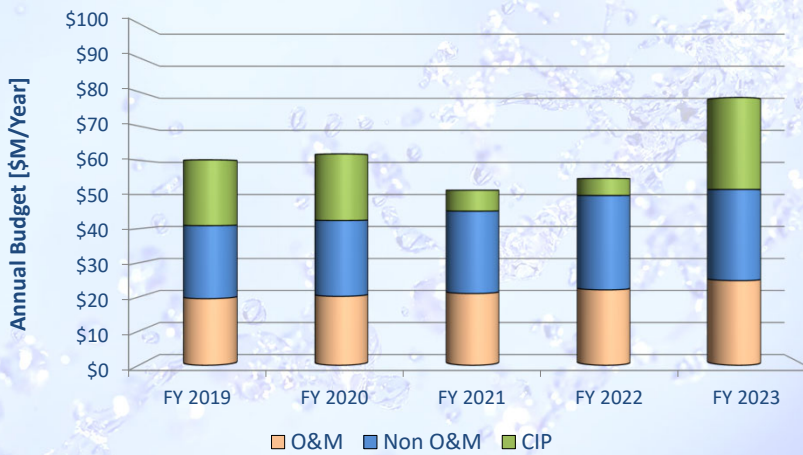
### Budget Comparison

	FY 2022 Budget	FY 2023 Proposed Budget	Increase/ (Decrease)
Administrative Office	\$ 501,788	\$ 525,139	\$ 23,351
Facilities	<u>\$ 54,187,490</u>	<u>\$ 77,802,389</u>	<u>\$ 23,614,899</u>
Total Enterprise Fund	\$ 54,689,278	\$ 78,327,527	\$ 23,638,250

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## Proposed Budget for FY 2023

### Historical Budgets

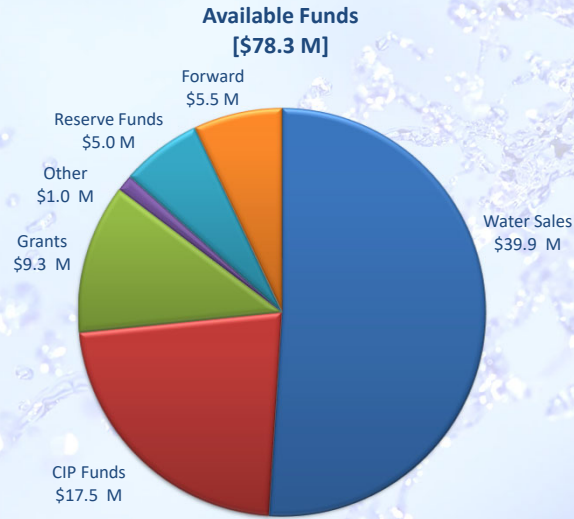


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## Proposed Budget for FY 2023

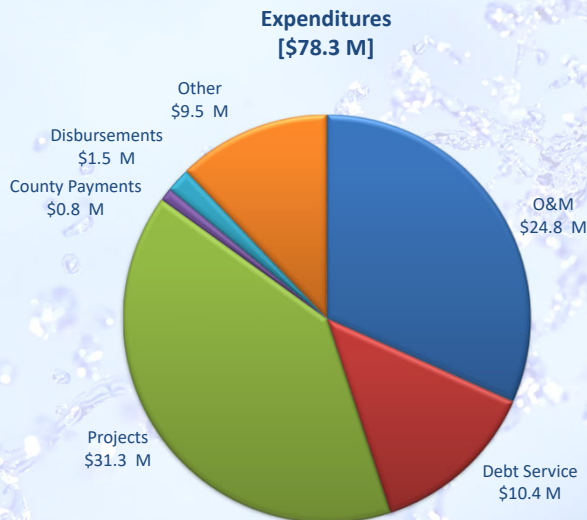
### Source of Revenue



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## Proposed Budget for FY 2023

### Major Expenditures

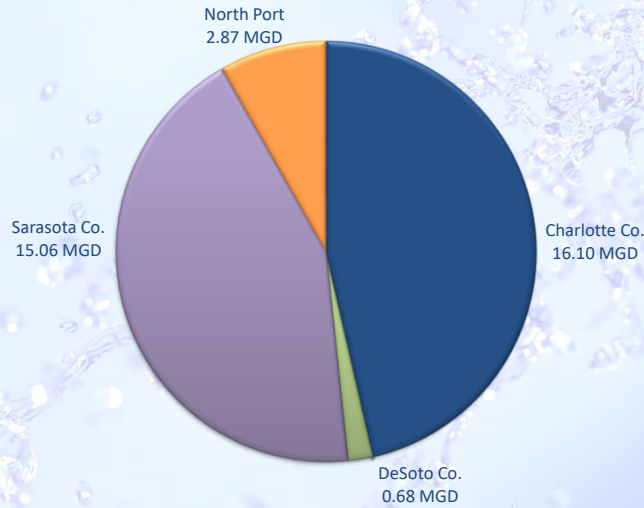


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## Proposed Budget for FY 2023

### MWSC Water Allocations

#### Water Allocations [34.7 MGD]

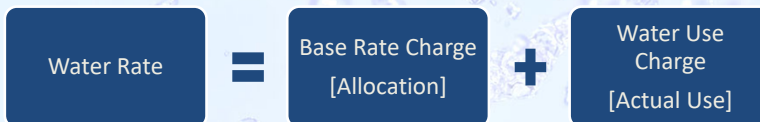


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## Proposed Budget for FY 2023

### Water Rate

Water Rate is established by resolution of the Authority for the sale of water and comprised of two components:

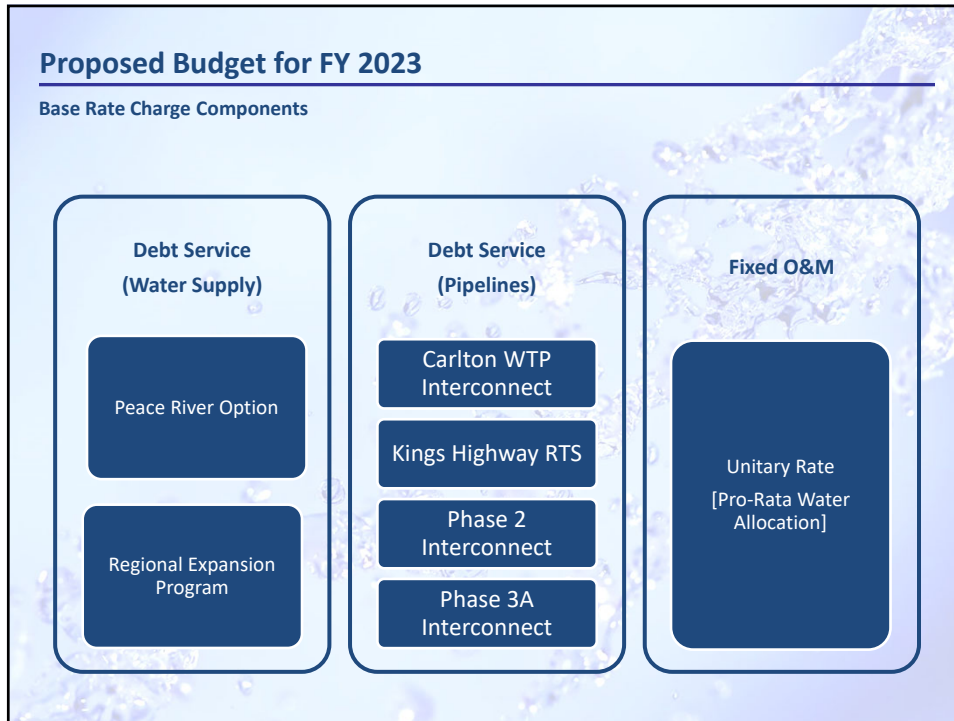


Conservation Charge for Exceedance applies for exceeding MWSC water allocation.

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## Proposed Budget for FY 2023

### Base Rate Charge Components



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## Proposed Budget for FY 2023

### Member Fee

Member Fee	FY 2022 Budget	FY 2023 Tentative Budget	Increase/ (Decrease)
<u>Member Fee</u> (\$ for FY)			
• Charlotte Co.	\$ 87,213	\$ 92,393	\$ 5,180
• DeSoto Co.	\$ 57,858	\$ 60,451	\$ 2,593
• Manatee Co.	\$ 128,124	\$ 136,773	\$ 8,649
• Sarasota Co.	<u>\$ 135,939</u>	<u>\$ 142,868</u>	<u>\$ 6,929</u>
	\$ 409,135	\$ 432,486	\$ 23,351

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## Proposed Budget for FY 2023

### Management & Planning Assessment

Member/Customer Planning Assessment	FY 2022 Budget	FY 2023 Tentative Budget	Increase/ (Decrease)
<u>Assessment</u> (\$ for FY)			
• Charlotte Co.	\$ 110,206	\$ 84,201	(\$ 26,005)
• DeSoto Co.	\$ 20,520	\$ 14,038	(\$ 6,482)
• Manatee Co.	\$ 235,198	\$ 181,687	(\$ 53,511)
• Sarasota Co.	\$ 213,283	\$ 160,554	(\$ 52,729)
• North Port	\$ 45,792	\$ 34,520	(\$ 11,272)
	\$ 625,000	\$ 475,000	(\$150,000)

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## Proposed Budget for FY 2023

### Water Rate

Customer Water Rate	FY 2022 Budget	FY 2023 Proposed Budget	Increase/ (Decrease)
<u>Water Rate &amp; Charge</u> (\$ for FY)(1)			
• Charlotte Co.	\$ 9,937,037	\$ 10,433,235	\$ 496,198
• DeSoto Co	\$ 652,370	\$ 712,369	\$ 59,999
• Manatee Co.	\$ 407,034	\$ 422,983	\$ 15,949
• Sarasota Co.	\$ 14,711,614	\$ 15,137,989	\$ 426,374
• North Port	\$ 2,449,020	\$ 527,362	\$ 78,342
	\$ 28,157,075	\$ 29,233,938	\$ 1,076,863
<u>Water Use Charge</u> (\$/1,000 Gal)	\$ 0.82	\$ 0.89	\$ 0.07

(1) Includes Base Charge, Member Contribution and Planning Assessment

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## Proposed Budget for FY 2023

Proposed Budget For FY 2023	
Total Enterprise Fund	\$ 78,327,527

## Staff Recommendation

Motion to approve Final Budget for FY 2023 in the amount of \$78,327,527.

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**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*August 3, 2022*

**BUDGET FOR FY 2023**  
**ITEM 1**

**Adoption of Budget for FY 2023**

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**Presenter -**

Mike Coates, Executive Director

**Recommended Action -**

**Motion** to approve the Budget for FY 2023 in the amount of \$78,327,527.

The proposed final Budget for FY 2023 is presented in accordance with the ‘Second Amended Interlocal Agreement Creating the Peace River Manasota Regional Water Supply Authority’ and the ‘Master Water Supply Contract’. The final budget includes all anticipated expenditures of the Authority for its projects and activities for the ensuing fiscal year, including, but not limited to, operating and maintenance costs, management and planning costs, and debt service.

The Tentative Budget for FY 2023 was approved by the Board on April 6, 2022 and all budget documents have been posted on the Authority’s web site for public review. The proposed final FY 2023 Budget is an increase of \$1,912,000 over the Tentative Budget (\$76,415,527). The budget increase reflects updated information on CIP expenditures and related grant funding pursuant to the Board Approved 5-year CIP and 20-year CNA plan [2023-2042]. Despite the increased CIP expenditures, actual base-rate costs to Authority Customers are reduced from the Tentative Budget by \$588,000 due to offsetting grant funds for projects. The proposed final Budget for FY 2023 is \$78,327,527.

**Attachments**

- Tab A FY 2023 Budget Cost Analysis
- Tab B FY 2023 Budget Water Rates and Charges Analysis
- Tab C FY 2023 Proposed Final Budget

**TAB A**  
**FY 2023 Budget Cost Analysis**

**Peace River Manasota Regional Water Supply Authority**  
**FY 2023 Proposed Final Budget**

<b>BUDGET COST ANALYSIS</b>			
<b>Enterprise Fund</b>	<b>FY 2022 Approved</b>	<b>FY 2023 Draft</b>	<b>Variance +/-</b>
<b>AVAILABLE FUNDS</b>			
Water Sales	\$ 36,769,435	\$ 39,917,521	\$ 3,148,086
Member Fee	\$ 409,135	\$ 432,486	\$ 23,350
Customer Planning Assessment	\$ 625,000	\$ 475,000	\$ (150,000)
<b>Subtotal</b>	<b>\$ 37,803,570</b>	<b>\$ 40,825,006</b>	<b>\$ 3,021,437</b>
Estimated Unencumbered Funds from Prior Year	\$ 6,728,056	\$ 5,519,868	\$ (1,208,188)
Federal Direct Payment	\$ -	\$ -	\$ -
Interest Income	\$ 40,000	\$ 40,000	\$ -
Rent Income	\$ 92,653	\$ 92,653	\$ -
Reserve Accounts	\$ 4,500,000	\$ 5,000,000	\$ 500,000
CIP Fund	\$ 2,737,500	\$ 17,537,000	\$ 14,799,500
Grants	\$ 2,787,500	\$ 9,313,000	\$ 6,525,500
<b>Total Sources</b>	<b>\$ 54,689,278</b>	<b>\$ 78,327,527</b>	<b>\$ 23,638,249</b>
<b>EXPENDITURES</b>			
Insurances	\$ 643,500	\$ 643,500	\$ -
Personnel	\$ 6,604,476	\$ 7,345,056	\$ 740,580
Utilities	\$ 2,974,000	\$ 2,755,469	\$ (218,531)
Operating Supplies	\$ 105,000	\$ 135,000	\$ 30,000
Water Treatment Chemicals	\$ 6,499,495	\$ 8,643,275	\$ 2,143,780
Repairs & Maintenance	\$ 2,227,000	\$ 2,217,000	\$ (10,000)
Machinery & Equipment	\$ 270,000	\$ 200,000	\$ (70,000)
Contract Services	\$ 2,273,500	\$ 2,346,500	\$ 73,000
General Administration	\$ 465,000	\$ 483,500	\$ 18,500
<b>Subtotal</b>	<b>\$ 22,061,971</b>	<b>\$ 24,769,300</b>	<b>\$ 2,707,329</b>
Debt Service	\$ 11,898,252	\$ 11,893,706	\$ (4,546)
County Payments	\$ 796,000	\$ 796,000	\$ -
Contingencies	\$ 500,000	\$ 500,000	\$ -
Transfer to R&R Account	\$ 4,000,000	\$ 4,000,000	\$ -
Transfer to CIP	\$ 2,100,000	\$ 3,132,594	\$ 1,032,594
Transfer to Utility Reserve Fund	\$ 105,000	\$ 391,059	\$ 286,059
Transfer to Disaster Recovery Reserve Fund	\$ 350,000	\$ -	\$ (350,000)
Water Purchase	\$ -	\$ -	\$ -
Projects	\$ 10,150,000	\$ 31,325,000	\$ 21,175,000
Fund Disbursements	\$ 2,728,056	\$ 1,519,868	\$ (1,208,188)
<b>Total Uses</b>	<b>\$ 54,689,278</b>	<b>\$ 78,327,527</b>	<b>\$ 23,638,249</b>



**TAB B**  
**FY 2023 Budget Water Rates and Charges Analysis**

**Peace River Manasota Regional Water Supply Authority**  
**FY 2023 Proposed Final Budget**

<b>WATER RATE AND CHARGES ANALYSIS</b>			
<b>Fixed Charges</b>	<b>FY 2022 Approved</b>	<b>FY 2023 Draft</b>	<b>Variance +/-</b>
<b>Charlotte County</b>			
Base Charge	\$ 9,739,617	\$ 10,270,957	\$ 531,340
Base Charge - Pool Water	\$ -	\$ (14,316)	\$ (14,316)
Member Contribution	\$ 87,213	\$ 92,393	\$ 5,180
Planning Assessment	\$ 110,206	\$ 84,201	\$ (26,005)
<b>Subtotal</b>	<b>\$ 9,937,037</b>	<b>\$ 10,433,235</b>	<b>\$ 496,198</b>
<b>DeSoto County</b>			
Base Charge	\$ 573,992	\$ 595,887	\$ 21,895
Base Charge - Pool Water	\$ -	\$ 41,993	\$ 41,993
Member Contribution	\$ 57,858	\$ 60,451	\$ 2,593
Planning Assessment	\$ 20,520	\$ 14,038	\$ (6,482)
<b>Subtotal</b>	<b>\$ 652,370</b>	<b>\$ 712,369</b>	<b>\$ 59,999</b>
<b>Manatee County</b>			
Base Charge	\$ 43,712	\$ 104,523	\$ 60,811
Member Contribution	\$ 128,124	\$ 136,773	\$ 8,649
Planning Assessment	\$ 235,198	\$ 181,687	\$ (53,511)
<b>Subtotal</b>	<b>\$ 407,034</b>	<b>\$ 422,983</b>	<b>\$ 15,949</b>
<b>Sarasota County</b>			
Base Charge	\$ 14,362,391	\$ 14,857,472	\$ 495,081
Base Charge - Pool Water	\$ -	\$ (22,905)	\$ (22,905)
Member Contribution	\$ 135,939	\$ 142,868	\$ 6,928
Planning Assessment	\$ 213,283	\$ 160,554	\$ (52,729)
<b>Subtotal</b>	<b>\$ 14,711,614</b>	<b>\$ 15,137,989</b>	<b>\$ 426,374</b>
<b>City of North Port</b>			
Base Charge	\$ 2,403,227	\$ 2,497,613	\$ 94,386
Base Charge - Pool Water	\$ -	\$ (4,772)	\$ (4,772)
Member Contribution	\$ -	\$ -	\$ -
Planning Assessment	\$ 45,792	\$ 34,520	\$ (11,272)
<b>Subtotal</b>	<b>\$ 2,449,020</b>	<b>\$ 2,527,362</b>	<b>\$ 78,342</b>
<b>Enterprise Fund</b>			
Base Charge	\$ 27,122,939	\$ 28,326,452	\$ 1,203,513
Base Charge - Pool Water	\$ -	\$ -	\$ -
Member Contribution	\$ 409,135	\$ 432,486	\$ 23,350
Planning Assessment	\$ 625,000	\$ 475,000	\$ (150,000)
<b>Total</b>	<b>\$ 28,157,075</b>	<b>\$ 29,233,938</b>	<b>\$ 1,076,863</b>
<b>Variable Charges</b>			
<b>Variable Charges</b>	<b>FY 2022 Approved</b>	<b>FY 2023 Proposed</b>	<b>Variance +/-</b>
<b>Water Use Rate Charge</b>			
\$/1,000 gallons	\$0.82	\$0.89	\$0.07

**TAB C**  
**FY 2023 Proposed Final Budget**



# Peace River Manasota

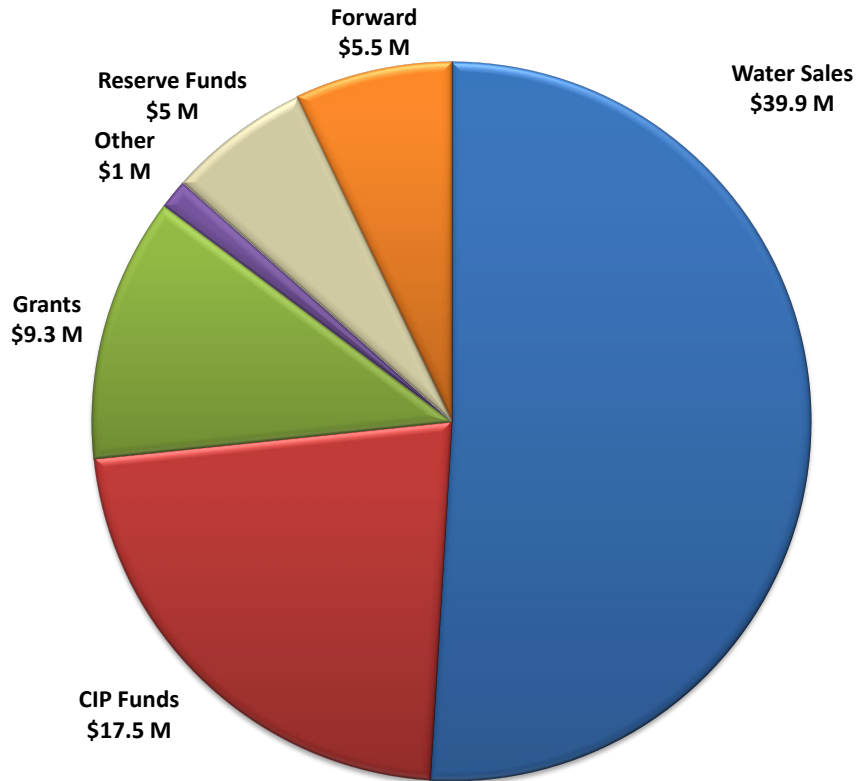
Regional Water Supply Authority

## Proposed Final Budget for FY 2023

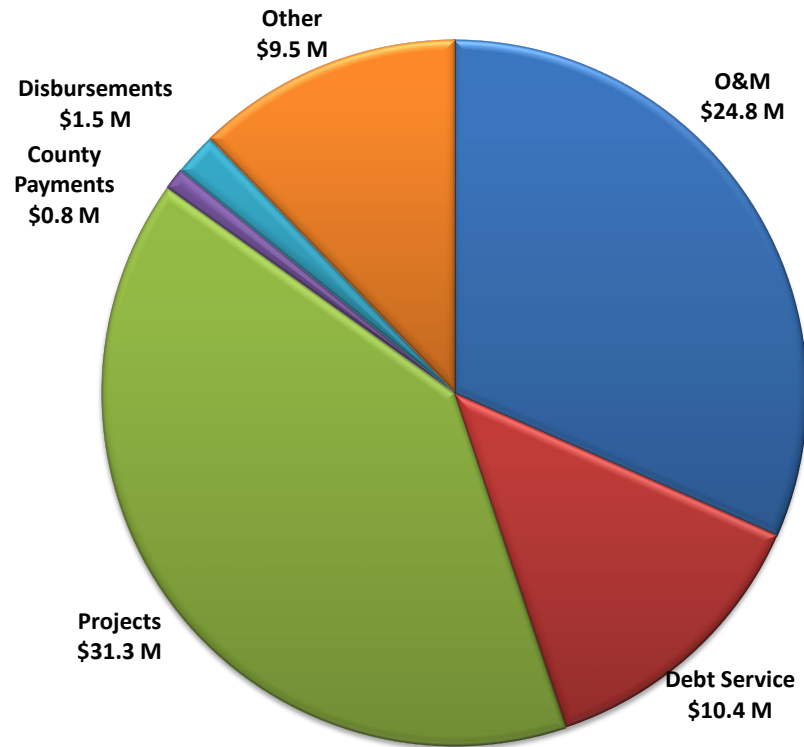
[August 3, 2022]

Peace River Manasota Regional Water Supply Authority  
FY 2023 Proposed Final Budget

**AVAILABLE FUNDS**  
**\$78.3 M**



**EXPENDITURES**  
**\$78.3 M**



**Peace River Manasota Regional Water Supply Authority  
FY 2023 Proposed Final Budget**

<b>AVAILABLE FUNDS</b>	<b>Administrative Office</b>	<b>Facilities</b>	<b>Total Enterprise Fund</b>
<b>Revenue</b>			
Water Sales		39,917,521	39,917,521
Member Fee	432,486		432,486
Planning Assessment		475,000	475,000
Anticipated interest		40,000	40,000
Rent Income [including CAM]	92,653		92,653
Subtotal	525,139	40,432,521	40,957,659
<b>Grants</b>			
State Grant Funds		3,876,000	3,876,000
SWFWMD Grant Funds		5,437,000	5,437,000
Subtotal		9,313,000	9,313,000
<b>Reserve Accounts</b>			
Transfer from R&R Reserve Account		4,000,000	4,000,000
Transfer from Rate Stabilization		1,000,000	1,000,000
Subtotal		5,000,000	5,000,000
<b>CIP Fund</b>			
CIP Project Funds		937,000	937,000
CIP Project Funds (From Financing)		15,600,000	15,600,000
System-Wide Benefit CIP Project Funds		1,000,000	1,000,000
Subtotal		17,537,000	17,537,000
<b>Funds Brought Forward</b>			
Carry Forward from FY2022		4,000,000	4,000,000
Funds Brought Forward for Disbursement		1,519,868	1,519,868
Subtotal	-	5,519,868	5,519,868
<b>Total Funds Available</b>	<b>\$ 525,139</b>	<b>\$ 77,802,389</b>	<b>\$ 78,327,527</b>

**Peace River Manasota Regional Water Supply Authority  
FY 2023 Proposed Final Budget**

<b>EXPENDITURES</b>	<b>Administrative Office</b>	<b>Facilities</b>	<b>Total Enterprise Fund</b>
<b>OPERATION &amp; MAINTENANCE</b>			
<b>Insurances</b>			
Property/Liability/Worker's Compensation		600,000	600,000
Auto		35,000	35,000
Public Officials Liability	8,500		8,500
Subtotal	8,500	635,000	643,500
<b>Personnel</b>			
Administration	490,225	391,300	881,525
Facility Operations/Maintenance/Technical Services		3,767,043	3,767,043
Subtotal	490,225	4,158,343	4,648,568
<b>Benefits</b>			
FICA Taxes	37,502	311,887	349,389
Fla. Retirement System	112,329	622,787	735,116
Health Insurance	149,573	1,462,411	1,611,984
Subtotal	299,404	2,397,084	2,696,488
<b>Utilities</b>			
Electric Power	15,840	2,597,793	2,613,633
Diesel Fuel	-	12,000	12,000
Vehicle Fuel	12,000	43,836	55,836
Telephone	4,000	70,000	74,000
Subtotal	31,840	2,723,629	2,755,469
<b>Operating Supplies</b>			
General Operations		60,000	60,000
Laboratory Supplies		75,000	75,000
Subtotal	-	135,000	135,000
<b>Water Treatment Chemicals</b>			
Aluminum Sulfate		2,913,803	2,913,803
Sodium Hydroxide		1,878,142	1,878,142
Carbon		2,768,344	2,768,344
Coagulant Aid		149,618	149,618
Sodium Hypochlorite		711,180	711,180
Aqua Ammonia		119,809	119,809
Copper Sulfate		102,379	102,379
Subtotal		8,643,275	8,643,275

**Peace River Manasota Regional Water Supply Authority  
FY 2023 Proposed Final Budget**

<b>EXPENDITURES</b>	<b>Administrative Office</b>	<b>Facilities</b>	<b>Total Enterprise Fund</b>
<b>Repairs &amp; Maintenance</b>			
Water Treatment Facilities		975,000	975,000
Water Resources		630,000	630,000
Land Management		430,000	430,000
Regional Transmission System		140,000	140,000
Vehicle Fleet Maintenance	2,000	40,000	42,000
Subtotal	2,000	2,215,000	2,217,000
<b>Machinery &amp; Equipment</b>			
Machinery & Equipment		200,000	200,000
<b>Contract Services</b>			
Annual Audit	4,000	30,000	34,000
Engineering Services - General		225,000	225,000
Hydrogeological Services		175,000	175,000
Environmental Services		100,000	100,000
Rate Consulting Services		65,000	65,000
Information/Technology Services	20,000	60,000	80,000
Reservoir Permit Monitoring		260,000	260,000
Equipment Rental	5,000	50,000	55,000
Legal Services	25,000	250,000	275,000
Legislative Monitoring Services		45,000	45,000
Off-Site Treatment Residual Hauling and Disposal		350,000	350,000
Outside Lab Services - Drinking Water/ASR/EPA		100,000	100,000
Watershed Programs/Monitoring/Protection [HBMP, MFL, Stewardship]		500,000	500,000
Charlotte Harbor NEP		3,500	3,500
Uniforms		18,000	18,000
Contract Services - Other	6,000	55,000	61,000
Subtotal	60,000	2,286,500	2,346,500



**Peace River Manasota Regional Water Supply Authority  
FY 2023 Proposed Final Budget**

<b>EXPENDITURES</b>	<b>Administrative Office</b>	<b>Facilities</b>	<b>Total Enterprise Fund</b>
<b>General Administration</b>			
Office Maintenance/Improvements	5,000	5,000	10,000
Administrative Office Common Area Maintenance	38,500		38,500
Advertising	3,500	8,000	11,500
Software	4,000	60,000	64,000
Office Supplies	15,000	35,000	50,000
Postage/Shipping	1,000	6,000	7,000
Books, Dues, Subs & Memberships	8,000	25,000	33,000
Training	2,000	3,000	5,000
Professional Development/Cont. Education	15,000	30,000	45,000
Mileage/Travel Reimbursement	15,000	35,000	50,000
Public Outreach/Education Programs/Website	55,000	65,000	120,000
Misc. Fees [permits, registrations, licenses, certifications, bank charges]	14,500	35,000	49,500
Subtotal	176,500	307,000	483,500
<b>Total - Operations &amp; Maintenance</b>	<b>\$ 1,068,469</b>	<b>\$ 23,700,832</b>	<b>\$ 24,769,300</b>

**Peace River Manasota Regional Water Supply Authority  
FY 2023 Proposed Final Budget**

<b>EXPENDITURES</b>	<b>Administrative Office</b>	<b>Facilities</b>	<b>Total Enterprise Fund</b>
<b><u>NON-OPERATION &amp; MAINTENANCE</u></b>			
<b>Annual Debt Service</b>			
2014 Bond Series		2,795,750	2,795,750
2015 Bond Series		2,526,250	2,526,250
2020 Bond Series		4,807,850	4,807,850
2019 Series Note	244,378		244,378
Subtotal	244,378	10,129,850	10,374,228
<b>County Payments</b>			
DeSoto Payment		796,000	796,000
Subtotal		796,000	796,000
<b>Other Rate Related Expenditures</b>			
Contribution to R&R Reserve		4,000,000	4,000,000
Transfer to CIP (PR <sup>3</sup> )		937,000	937,000
Transfer to System-Wide Benefit CIP		2,195,594	2,195,594
Transfer to Utility Reserve Fund		391,059	391,059
Disaster Recovery Reserve		-	-
Contingencies		500,000	500,000
Water Purchase		-	-
Debt Service Coverage Fund		1,519,478	1,519,478
Administrative Costs	(787,708)	787,708	-
Subtotal	(787,708)	10,330,839	9,543,131
<b>Total Rate Related Expenditures</b>	<b>\$ 525,139</b>	<b>\$ 44,957,521</b>	<b>\$ 45,482,659</b>

**Peace River Manasota Regional Water Supply Authority  
FY 2023 Proposed Final Budget**

<b>EXPENDITURES</b>	<b>Administrative Office</b>	<b>Facilities</b>	<b>Total Enterprise Fund</b>
<b><u>NON-RATE RELATED EXPENDITURES</u></b>			
<b>Projects</b>			
CIP Projects		26,850,000	26,850,000
Renewal & Replacement Projects		4,000,000	4,000,000
Management & Planning Projects		475,000	475,000
Subtotal		31,325,000	31,325,000
<b>Fund Disbursements (Debt Coverage Payment FY2022)</b>			
Charlotte County		336,764	336,764
DeSoto County		35,729	35,729
Sarasota County		1,000,049	1,000,049
North Port		147,326	147,326
Subtotal		1,519,868	1,519,868
<b>Total Non-Rate Related Expenditures</b>		<b>32,844,868</b>	<b>32,844,868</b>
<b>Total Expenditures</b>	<b>\$ 525,139</b>	<b>\$ 77,802,389</b>	<b>\$ 78,327,527</b>

**Peace River Manasota Regional Water Supply Authority  
FY 2023 Proposed Final Budget**

**DEBT SERVICE**

Customer	2014B Bond Series	2015 Bond Series	2020 Bond Series	Total
Charlotte County	\$ 734,164	\$ 600,237	\$ 910,447	\$ 2,244,848
DeSoto County	\$ 22,925	\$ 181,385	\$ 33,566	\$ 237,876
Manatee County	\$ -	\$ -	\$ -	\$ -
Sarasota County	\$ 1,748,742	\$ 1,744,628	\$ 3,171,769	\$ 6,665,139
City of North Port	\$ 289,919	\$ -	\$ 692,067	\$ 981,987
Total	\$ 2,795,750	\$ 2,526,250	\$ 4,807,850	\$ 10,129,850

<b>2019 Series Note (Administrative Office)</b>	\$ 244,378
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**Peace River Manasota Regional Water Supply Authority  
FY 2023 Proposed Final Budget**

**CAPITAL IMPROVEMENT PROGRAM  
Funded CIP Projects**

Item No.	CIP Project	FY 2023 Expenditures	Source of Funds			FY 2023 Total
			CIP Funds	SWFWMD Grant Funds	State Grant Funds	
1	Reservoir No. 3 - Preliminary Design	5,250,000	937,000	937,000	3,376,000	5,250,000
2	Regional Integrated Loop - Phase 2B - PDB	4,000,000	2,000,000	2,000,000		4,000,000
3	Regional Integrated Loop - Phase 3C - PDB	16,100,000	13,600,000	2,500,000		16,100,000
	Total	\$ 25,350,000	\$ 16,537,000	\$ 5,437,000	\$ 3,376,000	\$ 25,350,000

Item No.	System Wide Benefit CIP Project	FY 2023 Expenditures	Source of Funds			FY 2023 Total
			CIP Funds	SWFWMD Grant Funds	State Grant Funds	
1	Partially Treated Surface Water ASR	500,000	-	-	500,000	500,000
2	Water Resources/Construction Dept. Building	1,000,000	1,000,000	-	-	1,000,000
	Total	\$ 1,500,000	\$ 1,000,000	\$ -	\$ 500,000	\$ 1,500,000

**Peace River Manasota Regional Water Supply Authority  
FY 2023 Proposed Final Budget**

**MANAGEMENT & PLANNING PROJECTS**

Item No.	Planning Projects	FY 2023 Expenditure	Funds Brought Forward	Other Funding	FY 2023 Assessment
1	MWSC Modifications	50,000	-	-	50,000
2	Polk Regional Water Cooperative Coordinating Committee	25,000	-	-	25,000
3	Regional Water Supply Planning	400,000	-	-	400,000
	Total	\$ 475,000	\$ -	\$ -	\$ 475,000

**Peace River Manasota Regional Water Supply Authority  
FY 2023 Proposed Final Budget**

**SYSTEM-WIDE BENEFIT CIP PROJECT CONTRIBUTION ALLOCATION**

10/01/2022 to 09/30/2023

<b>Cost Allocation</b>					
[Annual costs to be allocated]	Total	Annual Cost Allocation (1)			
		Filter Covers (2)	Partially Treated Water ASR Project (3)	Ranch House Replacement (3)	Project Prairie Pump Station Acquisition (3)
Charlotte County	970,285	463,977	-	369,313	136,995
DeSoto County	40,629	19,452	-	15,446	5,730
Manatee County	104,523	-	-	76,241	28,281
Sarasota County	907,494	434,006	-	345,373	128,115
City of North Port	172,663	82,565	-	65,720	24,379
<b>Total</b>	<b>\$ 2,195,594</b>	<b>\$ 1,000,000</b>	<b>\$ -</b>	<b>\$ 872,094</b>	<b>\$ 323,500</b>

(1) Annual Cost Allocation included in Base Rate Charge.

(2) Cost Allocation Pro-Rate Existing Water Allocation.

(3) Cost Allocation Pro-Rate Forecast Water Allocation.

<b>Water Allocation</b>				
	Existing Water Allocation (4)		Forecast Water Allocation (5)	
	Water Allocation [MGD]	Water Allocation [Percentage]	Water Allocation [MGD]	Water Allocation [Percentage]
Charlotte County	16.100	46.40%	24.220	42.35%
DeSoto County	0.675	1.95%	1.013	1.77%
Manatee County	0.000	0.00%	5.000	8.74%
Sarasota County	15.060	43.40%	22.650	39.60%
City of North Port	2.865	8.26%	4.310	7.54%
<b>Total</b>	<b>34.700</b>	<b>100.00%</b>	<b>57.193</b>	<b>100.00%</b>

(4) Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract - Exhibit B 'Water Allocations'.

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

**Peace River Manasota Regional Water Supply Authority  
FY 2023 Proposed Final Budget**

**WATER RATE [Authority Customers]**

10/01/2022 to 09/30/2023

<b>Total Monthly Water Charge to Customers</b>	
[Charge per Month]	Monthly Charge = Base Rate Charge + (Water Use Charge x Actual Water Delivered)
<b>Base Rate Charge</b>	Totals
[Annual costs to be allocated]	
<b>Other Rate Related Expenditures</b>	
Fixed O & M Cost Component	12,109,763
Contribution to R & R Reserve	4,000,000
Transfer to CIP (PR <sup>3</sup> )	937,000
Contingencies	500,000
Transfer to Utility Reserve Fund	391,059
Transfer to Disaster Recovery Reserve	-
Transfer to Administrative Fund	787,708
Projected Interest Earned	(40,000)
Transfer from Rate Stabilization Reserve	(1,000,000)
Funds Brought Forward	(4,000,000)
<b>Sub-Total Other Rate Related Expenditures</b>	\$ 13,685,531
Water Purchase	0
<b>Total Other Rate Related Expenditures</b>	\$ 13,685,531
<b>Debt Service Cost</b>	
2014 Bonds	2,795,750
2015 Bonds	2,526,250
2020 Bonds	4,807,850
<b>Total Debt Service</b>	\$ 10,129,850
<b>Debt Service Coverage Payments</b>	\$ 1,519,478
<b>Debt Service Contributions</b>	\$ -
<b>County Payments</b>	
DeSoto Payment	796,000
<b>Total County Payments</b>	\$ 796,000
<b>System-Wide CIP Contribution</b>	
Transfer out to CIP	2,195,594
<b>Total Base Rate Charge</b>	\$ 28,326,452



**Peace River Manasota Regional Water Supply Authority  
FY 2023 Proposed Final Budget**

<b>Annual Base Rate Charge By Customer</b>										
	Total	Other Rate Related Expenditures	2014B Bonds	2015 Bonds	2020 Bonds	Debt Service Coverage Payment	DeSoto Payment	System-Wide CIP Contribution	Pool Water Redistribution	
Charlotte County	10,256,641	6,349,771	734,164	600,237	910,447	336,727	369,326	970,285	(14,316)	
DeSoto County	637,880	266,217	22,925	181,385	33,566	35,681	15,484	40,629	41,993	
Manatee County	104,523	-	-	-	-	-	-	104,523	0	
Sarasota County	14,834,567	5,939,599	1,748,742	1,744,628	3,171,769	999,771	345,469	907,494	(22,905)	
City of North Port	2,492,842	1,129,944	289,919	-	692,067	147,298	65,722	172,663	(4,772)	
<b>Total</b>	<b>\$ 28,326,452</b>	<b>\$ 13,685,531</b>	<b>\$ 2,795,750</b>	<b>\$ 2,526,250</b>	<b>\$ 4,807,850</b>	<b>\$ 1,519,478</b>	<b>\$ 796,000</b>	<b>\$ 2,195,594</b>	<b>\$ -</b>	

<b>Monthly Base Rate Charge By Customer</b>	
Charlotte County	854,720
DeSoto County	53,157
Manatee County	8,710
Sarasota County	1,236,214
City of North Port	207,737
<b>Total</b>	<b>\$ 2,360,538</b>

<b>Water Use Charge</b>	
[Charge per 1,000 gallons]	Total
Water Use Rate Charge	\$0.89

<b>Master Water Supply Contract Water Allocation</b>	
Million Gallons Per Day [MGD]	Annual Average Daily [MGD]
Charlotte County	16.100
DeSoto County	0.675
Manatee County	0.000
Sarasota County	15.060
City of North Port	2.865
<b>Total</b>	<b>34.700</b>

**Peace River Manasota Regional Water Supply Authority  
FY 2023 Proposed Final Budget**

**MEMBER FEE**

10/01/2022 to 09/30/2023

<b>Contribution Amount to be Derived</b>				
		Totals		
Administrative Office Authority Support	\$	525,139		
Projected Interest Earned	\$	-		
Rental Income	\$	(92,653)		
Amount to be Derived	\$	432,486		
<b>Population Basis</b>				
		*Population 1/31/2022	% of Total Population	
Charlotte County		190,570	17.73%	
DeSoto County		31,772	2.96%	
Manatee County		411,209	38.25%	
Sarasota County		441,508	41.07%	
Total		1,075,059	100.00%	
<b>Weighted Contribution</b>				
		Base Contribution	Pro Rated Share	
Charlotte County	\$	54,061	\$ 38,332	\$ 92,393
DeSoto County	\$	54,061	\$ 6,391	\$ 60,451
Manatee County	\$	54,061	\$ 82,713	\$ 136,773
Sarasota County	\$	54,061	\$ 88,807	\$ 142,868
Total Weighted Contribution				\$ 432,486

Member Contribution Formula:

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

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

\* Source: 'Florida Estimates of Population 2021' [Bureau of Economic and Business Research; University of Florida, January 31, 2022]

**Peace River Manasota Regional Water Supply Authority  
FY 2023 Proposed Final Budget**

**PLANNING ASSESSMENT**  
10/01/2022 to 09/30/2023

<b>Planning Assessments</b>				
[Annual costs to be allocated]				
	Total	Planning Assessment Allocation (1)		
		MWSC Modifications	Polk Regional Water Cooperative Coordinating Committee	Regional Water Supply Feasibility Planning
Charlotte County	84,201	8,863	4,432	70,906
DeSoto County	14,038	1,478	739	11,821
Manatee County	181,687	19,125	9,562	153,000
Sarasota County	160,554	16,900	8,450	135,203
City of North Port	34,520	3,634	1,817	29,070
<b>Total</b>	<b>\$ 475,000</b>	<b>\$ 50,000</b>	<b>\$ 25,000</b>	<b>\$ 400,000</b>

- (1) Planning Assessment invoiced on October 1, 2019.  
(2) Planning Assessment Allocation Pro-Rata Population.

<b>Population</b>		
	*Population 1/31/2022	Population [Percentage]
Charlotte County	190,570	17.73%
DeSoto County	31,772	2.96%
Manatee County	411,209	38.25%
Sarasota County	363,379	33.80%
City of North Port	78,129	7.27%
<b>Total</b>	<b>1,075,059</b>	<b>100.00%</b>

\* Source: 'Florida Estimates of Population 2021' [Bureau of Economic and Business Research; University of Florida, January 31, 2022]

**Peace River Manasota Regional Water Supply Authority  
FY 2023 Proposed Final Budget**

**INTERCONNECT WATER CHARGE [GOVERNMENT RATE]**

10/01/2022 to 09/30/2023

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

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

**Peace River Manasota Regional Water Supply Authority  
FY 2023 Proposed Final Budget**

**REDISTRIBUTION POOL**

10/01/2022 to 09/30/2023

<b>Redistribution Pool Water Quantities</b>						
	(1) Water Allocation [MGD]	(2) New Water Supply [MGD]	Total Contracted Allocation [MGD]	(3) Available for Pool [MGD]	Requested from Pool [MGD]	(4) Budget Allocation [MGD]
Charlotte County	16.100	0.000	16.100	1.500	(0.016)	16.100
DeSoto County	0.675	0.000	0.675	0.000	0.048	0.723
Sarasota County	15.060	0.000	15.060	2.400	(0.026)	15.060
City of North Port	2.865	0.000	2.865	0.500	(0.005)	2.865
<b>Total</b>	<b>34.700</b>	<b>0.000</b>	<b>34.700</b>	<b>4.400</b>	<b>0.000</b>	<b>34.748</b>

<b>Redistribution Pool Water Base Rate Charge Adjustment</b>		
	Annual Cost [\$/Year]	Annual Unit Cost [\$/MGD]
Peace River Facility REP Debt Service	6,725,500	457,517
Non-Capital Component	13,685,531	394,396
DeSoto Payment	796,000	22,939
<b>Redistribution Pool Water Base Rate</b>		<b>\$ 874,852</b>

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

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

(3) Pool water based on Customer submittals (January 2020).

(4) Total annual average water allocated for FY 2021 budget.

<b>Redistribution Pool Base Rate Charge Adjustment by Customer</b>				
	Annual Base Rate Adjustment		Monthly Base Rate Adjustment	
	To Pool	From Pool	To Pool	From Pool
Charlotte County	0.016	(14,316)	0.001	(1,193)
DeSoto County	(0.048)	41,993	(0.004)	3,499
Sarasota County	0.026	(22,905)	0.002	(1,909)
City of North Port	0.005	(4,772)	0.000	(398)
<b>Total</b>	<b>(\$0)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*August 3, 2022*

**BUDGET FOR FY 2023**  
**ITEM 2**

Resolution 2022-05 'Resolution Setting Forth Rates, Fees and Charges for FY 2023'

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**Presenter -**

Mike Coates, Executive Director

**Recommended Action -**

**Motion** to approve Resolution 2022-05 'Resolution Setting Forth Rates, Fees and Charges for FY 2023'.

Resolution 2022-05 formalizes the Board adoption of the Budget for FY 2023 and establishes the rates, fees and charges by the Authority for FY 2023 in accordance with the 'Second Amended Interlocal Agreement Creating the Peace River Manasota Regional Water Supply Authority' and the 'Master Water Supply Contract'.

**Attachments:**

Resolution 2022-05 'Resolution Setting Forth Rates, Fees and Charges for FY 2023'

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

**Resolution 2022-05**

**RESOLUTION SETTING FORTH SCHEDULES  
OF RATES, FEES AND CHARGES FOR FY 2023**

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

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

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

**WHEREAS**, the Authority has entered into the Peace River Manasota Regional Water Supply Authority Master Water Supply Contract with Charlotte County, DeSoto County, Manatee County, Sarasota County, and with the City of North Port on October 5, 2005 (as amended August 5, 2015) for the purpose of supplying water produced by the Authority from the Peace River Facility and new water supply sources; and

**WHEREAS**, the Master Water Supply Contract provides that:

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

**WHEREAS**, the Authority Board of Directors adopted the Budget for FY 2023 at their regularly scheduled meeting on August 3, 2022.

**NOW, THEREFORE, BE IT RESOLVED:**

Section 1. The Peace River Manasota Regional Water Supply Authority does hereby set forth schedules establishing rates, fees and charges for the period beginning October 1, 2022 through September 30, 2023 attached hereto as Exhibit A.

Section 2. Conservation Charge for Exceedance.

In the event a Customer, other than an ‘Exclusive Provider Customer’ as defined in the Master Water Supply Contract, should receive delivery of water in excess of their respective water allocation (as adjusted by New Water Supply Demand and/or Redistribution Pool) provided in the Master Water Supply Contract for the period beginning October 1, 2022 through September 30, 2023, the exceeding Customer shall pay an additional charge, Conservation Charge for Exceedance, derived as follows unless the exceedance is the result of an emergency transfer as determined by the Authority Board, in which case no additional charge shall be placed upon the excess water usage occasioned by the emergency.

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

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

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



The additional revenue received from such exceedance will, at the discretion of the Authority Board, be applied to the funding for management and planning as provided in section 17 of the MWSC for future water supply development.

**Done** at Arcadia, Florida this Third day of August 2022.

Attest:

**Peace River Manasota**  
Regional Water Supply Authority

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Mike Coates  
Executive Director

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Commissioner Alan Maio  
Chairman

Approved as to Form:

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

**Peace River Manasota Regional Water Supply Authority  
FY 2023 Budget**

**WATER RATE [Authority Customers]**

10/01/2022 to 09/30/2023

<b>Total Monthly Water Charge to Customers</b>	
[Charge per Month]	Monthly Charge = Base Rate Charge + (Water Use Charge x Actual Water Delivered)
<b>Base Rate Charge</b>	
[Annual costs to be allocated]	Totals
<b>Other Rate Related Expenditures</b>	
Fixed O & M Cost Component	12,109,763
Contribution to R & R Reserve	4,000,000
Transfer to CIP (PR <sup>3</sup> )	937,000
Contingencies	500,000
Transfer to Utility Reserve Fund	391,059
Transfer to Disaster Recovery Reserve	-
Transfer to Administrative Fund	787,708
Projected Interest Earned	(40,000)
Transfer from Rate Stabilization Reserve	(1,000,000)
Funds Brought Forward	(4,000,000)
<b>Sub-Total Other Rate Related Expenditures</b>	\$ 13,685,531
Water Purchase	0
<b>Total Other Rate Related Expenditures</b>	\$ 13,685,531
<b>Debt Service Cost</b>	
2014 Bonds	2,795,750
2015 Bonds	2,526,250
2020 Bonds	4,807,850
<b>Total Debt Service</b>	\$ 10,129,850
<b>Debt Service Coverage Payments</b>	\$ 1,519,478
<b>Debt Service Contributions</b>	\$ -
<b>County Payments</b>	
DeSoto Payment	796,000
<b>Total County Payments</b>	\$ 796,000
<b>System-Wide CIP Contribution</b>	
Transfer out to CIP	2,195,594
<b>Total Base Rate Charge</b>	\$ 28,326,452

**Peace River Manasota Regional Water Supply Authority  
FY 2023 Budget**

<b>Annual Base Rate Charge By Customer</b>									
	Total	Other Rate Related Expenditures	2014B Bonds	2015 Bonds	2020 Bonds	Debt Service Coverage Payment	DeSoto Payment	System-Wide CIP Contribution	Pool Water Redistribution
Charlotte County	10,256,641	6,349,771	734,164	600,237	910,447	336,727	369,326	970,285	(14,316)
DeSoto County	637,880	266,217	22,925	181,385	33,566	35,681	15,484	40,629	41,993
Manatee County	104,523	-	-	-	-	-	-	104,523	0
Sarasota County	14,834,567	5,939,599	1,748,742	1,744,628	3,171,769	999,771	345,469	907,494	(22,905)
City of North Port	2,492,842	1,129,944	289,919	-	692,067	147,298	65,722	172,663	(4,772)
<b>Total</b>	<b>\$ 28,326,452</b>	<b>\$ 13,685,531</b>	<b>\$ 2,795,750</b>	<b>\$ 2,526,250</b>	<b>\$ 4,807,850</b>	<b>\$ 1,519,478</b>	<b>\$ 796,000</b>	<b>\$ 2,195,594</b>	<b>\$ -</b>

<b>Monthly Base Rate Charge By Customer</b>	
Charlotte County	854,720
DeSoto County	53,157
Manatee County	8,710
Sarasota County	1,236,214
City of North Port	207,737
<b>Total</b>	<b>\$ 2,360,538</b>

<b>Water Use Charge</b>	
[Charge per 1,000 gallons]	Total
Water Use Rate Charge	\$0.89

<b>Master Water Supply Contract Water Allocation</b>	
Million Gallons Per Day [MGD]	Annual Average Daily [MGD]
Charlotte County	16.100
DeSoto County	0.675
Manatee County	0.000
Sarasota County	15.060
City of North Port	2.865
<b>Total</b>	<b>34.700</b>

**Peace River Manasota Regional Water Supply Authority  
FY 2023 Budget**

**MEMBER FEE**

10/01/2022 to 09/30/2023

<b>Contribution Amount to be Derived</b>			
		Totals	
Administrative Office Authority Support	\$	525,139	
Projected Interest Earned	\$	-	
Rental Income	\$	(92,653)	
Amount to be Derived	\$	432,486	
<b>Population Basis</b>			
		*Population 1/31/2022	% of Total Population
	Charlotte County	190,570	17.73%
	DeSoto County	31,772	2.96%
	Manatee County	411,209	38.25%
	Sarasota County	441,508	41.07%
	Total	1,075,059	100.00%
<b>Weighted Contribution</b>			
		Base Contribution	Pro Rated Share
	Charlotte County	\$ 54,061	\$ 38,332
	DeSoto County	\$ 54,061	\$ 6,391
	Manatee County	\$ 54,061	\$ 82,713
	Sarasota County	\$ 54,061	\$ 88,807
	Total Weighted Contribution		\$ 432,486

Member Contribution Formula:

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

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

\* Source: 'Florida Estimates of Population 2021' [Bureau of Economic and Business Research; University of Florida, January 31, 2022]

**Peace River Manasota Regional Water Supply Authority  
FY 2023 Proposed Final Budget**

**PLANNING ASSESSMENT**  
10/01/2022 to 09/30/2023

<b>Planning Assessments</b>				
[Annual costs to be allocated]				
		Planning Assessment Allocation (1)		
		MWSC Modifications	Polk Regional Water Cooperative Coordinating Committee	Regional Water Supply Feasibility Planning
Total				
Charlotte County	84,201	8,863	4,432	70,906
DeSoto County	14,038	1,478	739	11,821
Manatee County	181,687	19,125	9,562	153,000
Sarasota County	160,554	16,900	8,450	135,203
City of North Port	34,520	3,634	1,817	29,070
<b>Total</b>	<b>\$ 475,000</b>	<b>\$ 50,000</b>	<b>\$ 25,000</b>	<b>\$ 400,000</b>

- (1) Planning Assessment invoiced on October 1, 2019.  
(2) Planning Assessment Allocation Pro-Rata Population.

<b>Population</b>		
	*Population 1/31/2022	Population [Percentage]
Charlotte County	190,570	17.73%
DeSoto County	31,772	2.96%
Manatee County	411,209	38.25%
Sarasota County	363,379	33.80%
City of North Port	78,129	7.27%
<b>Total</b>	<b>1,075,059</b>	<b>100.00%</b>

\* Source: 'Florida Estimates of Population 2021' [Bureau of Economic and Business Research; University of Florida, January 31, 2022]

**Peace River Manasota Regional Water Supply Authority  
FY 2023 Proposed Final Budget**

**INTERCONNECT WATER CHARGE [GOVERNMENT RATE]**

10/01/2022 to 09/30/2023

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

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

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
August 3, 2022***

**CONSENT AGENDA  
ITEM 1**

**Minutes of June 1, 2022 Board of Directors Meeting**

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**Recommended Action -**

**Motion** to approve minutes of June 1, 2022 Board of Directors Meeting.

Draft minutes of the June 1, 2022 Board of Directors Meeting are provided for Board approval.

**Attachments:**

Draft Minutes of June 1, 2022 Board of Directors Meeting

Minutes of Board of Directors Meeting  
**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
Charlotte County Administration Center  
Commission Chambers, Room 119  
18500 Murdock Circle, Port Charlotte, Florida  
June 1, 2022 @ 9:30 a.m.

***Board Members Present:***

Commissioner Alan Maio, Sarasota County, Chairman  
Commissioner Elton Langford, DeSoto County, Vice Chairman  
Commissioner Ken Doherty, Charlotte County  
Commissioner George Kruse, Manatee County

***Staff Present:***

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

***Others Present:***

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

**CALL TO ORDER**

Commissioner 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.

**WELCOME GUESTS**

Commissioner Maio recognized and welcomed Commissioner Ken Doherty from Charlotte County as Commissioner Truex's alternate.

**HOST COUNTY REMARKS**

Commissioner Ken Doherty made welcoming remarks.



**PUBLIC COMMENTS**

Public comment was made by Erik Howard.

**CONSENT AGENDA**

1. **Approve Minutes of April 6, 2022, Board of Directors Meeting**
2. **Approve Setting of Public Hearing for FY 2023 Budget for August 3, 2022**
3. **Approve Receive and File of Authority Financial Reports:**
  - a. **Mid-Year Financial Report for FY 2022**
  - b. **Semi-Annual Investment Report for March 31, 2022**
4. **Approve Award of Sludge Hauling Contract to DM Construction**
5. **Approve Ratify Execution of Water Treatment Chemical Contract (Aqua Ammonia) with Tanner Industries**
6. **Approve Award of Belt Filter Press Rehabilitation Contract**

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

**REGULAR AGENDA**

**1. Water Supply Conditions**

Richard Anderson presented Water Supply Conditions at the Peace River Facility as of May 17, 2022.

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

April Water Demand	30.54 MGD
April River Withdrawals	1.50 MGD
<u>Storage Volume:</u>	
Reservoirs	3.82 BG
ASR	<u>8.11 BG</u>
Total	11.93 BG

**2. Strategic Plan Update**

Terri Holcomb presented an annual update on the Objectives and Initiatives to the Authority’s Strategic Plan as approved by the Board on February 3, 2021.

**3. 5-Year Capital Improvements Plan & 20-Year Capital Needs Assessment for 2023 to 2042**

Ms. Holcomb presented the Authority’s 5-Year CIP and 20-Year CNA for Board approval. This document summarizes the number, type, and timing of water supply, regional transmission, and other capital projects planned over these periods. Capital planning drives the planning, design, and construction of significant infrastructure projects forecasted to serve the region’s needs. These projections must be coordinated with

financial planning, selection of engineering consultants, and acquisition of internal resources to complete these projects by the time they are needed. There are two schedule horizons in the Authority’s capital planning efforts: the 5-Year Capital Improvements Plan (CIP) which includes projects that are relatively certain and well-defined, and the 20-Year Capital Needs Assessment (CNA) that includes the 5-Year CIP and looks out beyond that period to years 6 – 20 years where projects are less certain and defined.

The 5-Year CIP beginning in FY 2023 through FY 2027 currently includes the following:

Regional Transmission Projects	\$ 140,560,475	25.4%
Water Supply Projects	\$ 393,522,400	71%
Other Projects	\$ 20,250,000	3.6%
<b>Total</b>	<b>\$ 554,332,875</b>	<b>100%</b>

And the 20-Year CNA beginning in FY 2023 through FY 2042 includes the following:

Regional Transmission Projects	\$ 385,752,789	41.8%
Water Supply Projects	\$ 516,237,476	56%
Other Projects	\$ 20,250,000	2.2%
<b>Total</b>	<b>\$ 922,240,265</b>	<b>100%</b>

Capital planning has also identified \$445 million (\$266.4 million in 5-Year CIP) in offsetting cooperative grant funding opportunities for these collective projects based upon past generous participation by the Southwest Florida Water Management District as well as several FDEP (Federal) grants. The draft 5-Year CIP and 20-Year CNA were presented and discussed with Customer utility staff on March 9<sup>th</sup> and May 4<sup>th</sup> and presented to the Board (Regular 4) at the April 6, 2022 Board meeting.

Commissioner Doherty complimented staff on their work and remarked on how the total is getting close to the \$1 Billion mark but said that he is looking forward to the challenges that would bring.

Commissioner Maio commented that this really shows how much it costs to plan and build ahead so it is there when you need it and that we are doing our job keeping pace with our customer demands.

**Motion was made by Commissioner Doherty, seconded by Commissioner Langford, to approve the 5-Year Capital Improvement Plan and 20-Year Capital Needs Assessment for 2023-2042. Motion was approved unanimously.**

**4. Water Treatment Facility Expansion Alternatives**

Mr. Anderson, along with Chris Kuzler from the Authority’s Consultant, Ardurra, Inc. provided an update to the Board on the status of the Project, including the five highest ranked expansion options and conceptual level cost estimates.

The Authority’s Integrated Regional Water Supply Plan 2020 and Customer demand projections have identified a need for additional regional water supply in the 2028 timeframe. To meet this need, the Authority’s CIP/CNA Plans includes a capacity expansion project at the Peace River Facility, that when combined with a new 9 BG reservoir will yield up to 18 MGD of average daily supply that can be allocated to Authority Customers to meet growing needs. The plant expansion project and the new reservoir project must be completed and operational at about the same time.

To support an increase in treatment capacity at the Peace River Facility, Authority consultant Ardurra, Inc. has evaluated treatment capacity expansion options and costs at the Peace River Facility. Initially ten (10) expansion options were evaluated, and results were provided to the Board on February 2, 2022. Subsequently, the top five (5) expansion projects were further evaluated, and the results of that analysis will be presented here for review and discussion. Treatment capacity expansion options that were evaluated ranged from approximately 4 MGD to 24+MGD to create a “menu” of choices with which to meet customer needs.

Commissioner Maio asked for clarification on what the intent and overall game plan is here. What is the next step in the process? Mr. Anderson said that this effort was needed to identify options to suit the needs once customers have signed on and we know how much water will be needed from the next expansion. He said the next step would be a pilot test of process equipment as proof of concept and to gather specific design criteria for this site.

Commissioner Maio commented that just building a new reservoir was not sufficient enough, and the treatment facilities would be needed as well. Mr. Anderson confirmed this point.

Commissioner Doherty complimented staff on an excellent presentation. He said that he had been involved with many projects like this and the judicious selection of ranking criteria and their relative weighting seemed good to him. He echoed the thought that pilot testing was the next logical step.

## **5. Owner’s Agent Selection and Professional Services Contract**

Mike Knowles presented an update on the Owner’s Agent selection and professional services contract process.

The Owner’s Agent will provide professional services needed for various aspects of work to complete Capital Improvement Plan (CIP) and other projects. The Authority would issue separate work orders for professional services to be provided by Agent, with each work order individually negotiated between the Authority and Agent. Specific examples may include procurement & bidding assistance, authoring design criteria packages, quality control reviews on contract documents and/or designs, value engineering, construction engineering & inspection, hydraulic modeling, public engagement, project management, and land acquisition assistance.

Proposals were requested from consultants for the purpose of providing Owner’s Agent Services on March 22, 2022, and five (5) Proposals were timely received by the April 22, 2022, submittal deadline. The Proposals were evaluated by the Authority’s Professional Services Evaluation Committee (PSEC) on May 6, 2022, and in accordance with the Authority Procurement Policy, the PSEC short listed and interviewed the top three (3) firms. Staff recommends Board approval of the PSEC ranking and authorization for the Executive Director to execute the contract for ‘Professional Services’ to be the Authority’s Owner’s Agent with the top ranked firm, Brown & Caldwell.

**Motion was made by Commissioner Langford, seconded by Commissioner Doherty, to approve Professional Services Evaluation Committees recommended ranking and authorize the Executive Director to execute the contract for Professional Services with the top-ranked firm, Brown and Caldwell to perform Owner’s Agent Services. Motion was approved unanimously.**

**6. Staff Presentation on Progressive Design Build Process**

Mr. Knowles discussed the Progressive Design Build process for the Regional Integrated Loop System Phase 2B and Phase 3C Projects for the Board’s information.

The Authority has executed Interlocal Agreements with Charlotte County and Sarasota County for the construction of the Regional Integrated Loop System Phase 2B and Phase 3C respectively. The Authority is to make all reasonable efforts to complete the 13-mile Phase 2B Project by March 1, 2026, and the 9-mile Phase 3C Project by March 1, 2025. Utilizing a Progressive Design Build (PDB) procurement process allows the contractor and the engineer to be brought on simultaneously as a Design-Build Team with the contract executed between the Authority and the contractor.

These projects both have unique challenges that the PDB process can assist in addressing. The cost of pipeline materials is in a state of flux with the market experiencing escalation in pricing related to a multitude of circumstances. Having the contractor onboard at the start of the project will allow for more targeted purchase of the materials to take advantage of changing market conditions. The lead time for production and delivery 42-inch diameter pipe is also a challenge due to other large diameter pipeline projects commencing in neighboring counties at the same time as the Authority’s projects. Allowing the contractor to make quicker purchasing decisions also provides the ability to time the market for cost as well as certain manufacturer’s lead-times to keep pace with construction. The schedule of both projects doesn’t allow for a significant amount of float (slack-time) between design, easement acquisition, materials ordering, installation, and placing the infrastructure into operation. The PDB process is suited to deliver projects on tight schedules as the contractor can begin ordering materials and beginning construction activities after the 60% design is achieved. The nature of the Design-Build Team also allows the opportunity for constructability reviews and value engineering with the contractor’s input.

Commissioner Doherty commented that he’s had the opportunity to be involved with PDB projects and they work really well when the contractor and designer have a prior relationship and not so well if they are less acquainted with one another. He asked to confirm if the designer would be subservient to the contractor. Mr. Knowles confirmed that yes, the contractor would be the prime.

**GENERAL COUNSEL’S REPORT**

Mr. Manson had no further update for the Board.

**EXECUTIVE DIRECTOR’S REPORT**

Mr. Coates had no further update for the Board.

**ROUTINE STATUS REPORTS**

There were no Board comments on routine status reports.

**BOARD MEMBER COMMENTS**

There were no additional Board Member comments.

**PUBLIC COMMENTS**

Public comment was made by Tim Ritchie.

**ANNOUNCEMENTS**

Authority Board Workshop

June 1, 2022, immediately following regular Board Meeting  
Charlotte County Administration Center  
Commission Chambers Room 119  
18500 Murdock Circle, Port Charlotte, Florida

Next Authority Board Meeting

August 3, 2022 @ 9:30 a.m.  
DeSoto County Administration Building, Commission Chambers, First Floor  
201 East Oak Street, Arcadia, Florida

**ADJOURNMENT**

There being no further business to come before the Board, the meeting adjourned at 10:40 a.m.

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Commissioner Alan Maio  
Chairman

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*August 3, 2022*

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

**Minutes of June 1, 2022 Board of Directors Workshop**

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**Recommended Action -**

**Motion** to approve minutes of June 1, 2022 Board of Directors Workshop.

Draft minutes of the June 1, 2022 Board of Directors Workshop are provided for Board approval.

**Attachments:**

Draft Minutes of June 1, 2022 Board of Directors Workshop

Minutes of Board of Directors Workshop  
**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
Charlotte County Administration Center  
Commission Chambers, Room 119  
18500 Murdock Circle, Port Charlotte, Florida  
June 1, 2022 @ 10:40 a.m.

***Board Members Present:***

Commissioner Alan Maio, Sarasota County, Chairman  
Commissioner Elton Langford, DeSoto County, Vice Chairman  
Commissioner Ken Doherty, Charlotte County  
Commissioner George Kruse, Manatee County

***Staff Present:***

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

***Others Present:***

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

**CALL TO ORDER**

Commissioner Maio called the workshop to order at 10:40 a.m.

**AGENDA**

**1. Master Water Supply Contract Revisions**

Doug Manson presented on the Master Water Supply Contract Revisions Clean-Up:

- Process Reviewed at August 2021 Board Meeting
- Contract Clean-Up Changes Review and Discussion:
  - September 8, 2021, Professional Staff Meeting
  - October 1, 2021, Board Workshop
  - November 3, 2021, Professional Staff Meeting
  - January 12, 2022, Professional Staff Meeting
  - April 6, 2022, Board Meeting
  - May 4, 2022, Professional Staff Meeting

- Master Water Supply Contract Revisions Clean-Up Timeline:
  - June 1, 2022, Board Workshop
  - July 29, 2022, Administrators Meeting - Discuss Changes
  - August 3, 2022, Board Meeting - Authority Board Action on Contract Changes & Release to Customers
  - October 5, 2022, Board Meeting - Progress Report

Commissioner Doherty said he felt cleanup was a good first step and as he's read through the document that's exactly what it is – housekeeping. He added that the timeline for the process seems logical and looks good to him.

## **2. Master Water Supply Contract 'Future Water Supply Procedure'**

Mr. Coates presented on Future Water Supply Procedure:

- Background on Regional Demand & Capacity Allocations
- Future Water Supply Procedure
  - Steps in the Process
  - Past Projects and Allocations
  - Modifications to MWSC Allocations
  - MWSC Capacity Allocations Today
- Customer Requests for New Regional Supply
- Projects and Quantities Available Meet New Supply Needs
- Implementation Plan
  - Schedule for New Supply Availability
  - Revisions to Exhibits B & C
- Costs and Funding
- Next Steps

### **Costs and Funding**

Ms. Ann Lee presented on the anticipated cash flow needs over the next 5 years associated with the reservoir project, WTP expansion project and the Phase 2B and Phase 3C Pipeline projects including the amount of cooperative funding that is anticipated over that same timeframe.

Ms. Lee said that although the major constructions work was still some time into the future, engineering design work was anticipated to commence in the next few months and these costs would be in the millions and so it was important to secure customer commitments for repayment.

Commissioner Doherty commented that the tables shown appear to show Charlotte County with a 1-year increase of 10 MGD in 2029, that did not seem reasonable, they did not need all of that capacity at once, they would grow into it. He suggested perhaps a strategy to design but not build everything that is needed right away. Mr. Coates responded that a discussion about how we will pay for extra capacity that is not needed right now is needed.



Commissioner Maio added that our members need to be blunt about how much capacity they need, this is the time to step up and make that clear. He also reminded everyone of SWFWMD's generosity with cooperative funding in the past but expressed concern about what might happen if they did not have as much as we needed for these projects. Where would we get the funding needed?

Mr. Manson commented that SWFWMD was spending its reserves down, but it was his belief that they had adequate funds for this project.

Commissioner Doherty added that SWFWMD revenues have not grown since the millage rollbacks under current Senator Scott/then Governor Scott. He said their revenue stream has not tracked along with the growth in taxable assessed values.

Commissioner Maio reiterated that for these collected projects, assuming cooperative funding is secure, we still need an estimated \$229 million from Authority members, he talked about the cash flow needs and customer commitment to pay so the early design work can commence.

### **Proposed Funding Strategy**

The Authority's Financial Advisor, Ms. Natalie Sidor, Senior Managing Director of Public Resources Advisory Group (PRAG) presented on the proposed funding strategies and stepped through how to resolve short- and long-term financing concerns for these projects. She recommended a combination of a line of credit for near term needs and bonds or WIFIA loans (federal) for long term needs. She said that both bonds and WIFIA loans have the flexibility to defer debt service to future periods to avoid rate shock. She highlighted that there are also "Green Bonds" through the Envision Process so that also adds another financing pathway.

Commissioner Maio said that he had just executed \$105 M in WIFIA bonds for Sarasota County and that was a good solution for them. He said that interest rates are going up. He asked if WIFIA loan rates are fixed. Ms. Sidor replied that yes, they are fixed. But said that there might be problems using WIFIA loans on Progressive Design Build type projects because restrictions on the process and structure that were developed for more conventional Design/Bid/Build projects. She said that the Authority as not ready to lock in long term bond rates just yet, the credit line is what is needed in the short term to underwrite the engineering efforts. The bonds are needed before construction commences. She thought perhaps several bond issues related to each of the individual projects might be more appropriate rather than one large bond issuance. That way not all projects are being held up awaiting approvals.

Ms. Sidor noted that State Revolving Loan Funds are level debt service, so there would not be an ability with those debt instruments to defer costs and avoid rate impacts.

### **Next Steps**

Mr. Coates wrapped up the presentation and reviewed the next steps involved and their timeline:

- Approve new Water Supply Source Project
- Amend MWSC including Exhibits "B", "C", "F" & "H" (requires all Customers approval)

- Establish funding for the Project
- Timing:
  - 07/29/2022 Administrators Meeting
  - 08/03/2022 Board Meeting
    - Approve new Water Supply Project
    - Review & discuss MWSC Amendment Related to New Supplies including Exhibits
    - Recommend approach to pipeline projects initial funding
  - 10/05/2022 Board Meeting
    - Recommend approval of MWSC Amendment related to new supplies – release to Customers for approval
    - Recommend approval of pipeline projects initial funding
  - 02/01/2023 Board Meeting
    - Final Approval of MWSC Amendment related to new supplies
  - 04/06/2023 SWFWMD Southern Region Co-Funding Mtg
    - Approve FY 2024 C-Funding Project Rankings (Res 3 & PRF Expansion Funding)

**BOARD MEMBER COMMENTS**

Commissioner Maio noted that the Authority has become a master at the incremental project development process, very programmatic. He stated that this was an excellent foundation and although he will not be a part of the Board next year, there is no doubt that the Authority staff have put us into a position to succeed. He added that this was a good workshop, but rates were rising, so speed was important now.

Commissioner Doherty echoed that he also thought it was an excellent workshop.

There were no additional Board Member comments.

**PUBLIC COMMENTS**

There were no additional public comments.

**ADJOURNMENT**

There being no further business to come before the Board, the workshop adjourned at 11:55 a.m.

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Commissioner Alan Maio  
Chairman

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*August 3, 2022*

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

**Resolution 2022-06 ‘Florida Water Professionals Month’**

---

**Recommended Action -**

**Motion** to approve Resolution 2022-06  
‘Florida Water Professionals Month’.

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

**Attachments:**

Resolution 2022-06 ‘Florida Water Professionals Month’

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

**Resolution 2022-06**

**FLORIDA WATER PROFESSIONALS MONTH**

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

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

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

**WHEREAS**, the Florida Water and Pollution Control Operators Association (FW&PCOA) organized in 1941 is a non-profit trade organization that promotes the sustainability of Florida's water utility industry through workforce development to protect the health of Florida's citizens and to preserve the state's water resources; and,

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

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Authority Board of the Peace River Manasota Regional Water Supply Authority does hereby extend greetings and best wishes to all observing August 2022 as '*Florida Water Professionals Month*'.

**DONE** at Arcadia Florida, this Third day of August 2022.

Attest:

**Peace River Manasota**  
Regional Water Supply Authority

\_\_\_\_\_  
Mike Coates  
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**  
*August 3, 2022*

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

**Resolution 2022-07 Authorizing the Issuance of an Amended and Restated Line of Credit  
with PNC Bank for System Wide Benefit Project Funding**

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**Recommended Action -**

**Motion** to approve RESOLUTION 2022-07:  
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY WITH RESPECT TO ISSUANCE OF AN AMENDED AND RESTATED NON-REVOLVING CREDIT NOTE IN AN INCREASED AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$10,000,000 TO FINANCE CERTAIN CAPITAL IMPROVEMENT PROJECTS; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED NON-REVOLVING CREDIT AGREEMENT WITH RESPECT TO SUCH NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING CERTAIN OTHER DETAILS WITH RESPECT THERETO; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE FOR THIS RESOLUTION.

The Authority currently has a \$5M non-revolving line of credit through PNC Bank, NA that is used to fund System Wide Benefit Projects in the CIP. The line of credit will expire on September 30, 2022. Outstanding balance on the line is \$2.5M, with total draws of \$3.5M (drawable balance of \$1.5M). Staff recommends renewing and upsizing the non-revolving line of credit with PNC for \$10M amount. Changes in loan terms include updates to the rate index from LIBOR (London Interbank Offered Rate) to BSBY (Bloomberg Short-Term Bank Yield Index) as well as the additional credit facility of \$5M and a tiered unutilized fee. The Authority's Legal Counsel, Bond Counsel and Financial Advisors have all reviewed and approved Resolution 2022-07.

**Budget Action** – No action needed.

**Attachments:**

Resolution 2022-07

## **RESOLUTION NO. 2022-07**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY WITH RESPECT TO ISSUANCE OF AN AMENDED AND RESTATED NON-REVOLVING CREDIT NOTE IN AN INCREASED AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$10,000,000 TO FINANCE CERTAIN CAPITAL IMPROVEMENT PROJECTS; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED NON-REVOLVING CREDIT AGREEMENT WITH RESPECT TO SUCH NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING CERTAIN OTHER DETAILS WITH RESPECT THERETO; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE FOR THIS RESOLUTION.

**WHEREAS**, on December 7, 2005, the Board of Directors (the "Governing Body") of Peace River/Manasota Regional Water Supply Authority (the "Authority") duly adopted Resolution No. 2005-10 (as amended and supplemented, the "Resolution"), for the purposes described therein; and

**WHEREAS**, pursuant to the Resolution, the Authority is authorized to issue Subordinated Indebtedness (as defined in the Resolution) for various purposes including the financing of capital improvements to the System (as defined in the Resolution); and

**WHEREAS**, on October 1, 2019, the Authority executed a Non-Revolver Credit Agreement (the "Series 2019 Credit Agreement") between the Authority and PNC Bank, National Association (the "Bank") and accompanying note (the "Series 2019 Note"); and

**WHEREAS**, the Authority has received a favorable offer from the Bank (the "Proposal") to amend the Series 2019 Credit Agreement and the Series 2019 Note to increase the amounts available thereunder from \$5,000,000 to \$10,000,000 and to make certain other changes thereto in order to finance certain additional capital improvement projects; and

**WHEREAS**, the Series 2019 Credit Agreement, as amended and restated (the "Amended and Restated Series 2019 Credit Agreement") and the Series 2019 Note, as amended and restated (the "Amended and Restated Series 2019 Note") shall be secured on a parity basis with any Subordinated Indebtedness outstanding under the Resolution; and

**WHEREAS**, the Authority further desires to delegate to the Executive Director or any Authorized Authority Officer (as defined in the Amended and Restated Series 2019 Credit Agreement) the authority to take such further actions and to execute and deliver any further documents, certificates, agreements and instruments with respect to the Amended and Restated Series 2019 Credit Agreement;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY AS FOLLOWS:**

**SECTION 1. AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to the provisions of the Act (as defined in the Resolution).

**SECTION 2. DEFINITIONS.** All terms used herein in capitalized form, except as otherwise defined herein, shall have the meanings ascribed thereto in the Amended and Restated Series 2019 Credit Agreement.

**SECTION 3. APPROVAL OF AMENDED AND RESTATED SERIES 2019 CREDIT AGREEMENT AND AMENDED AND RESTATED SERIES 2019 NOTE.** The Authority hereby approves the forms of the Amended and Restated Series 2019 Credit Agreement and the Amended and Restated Series 2019 Note attached hereto as EXHIBIT A, subject to such changes, insertions, omissions and filling of blanks therein as may be made in such forms in a manner consistent with the terms of the Proposal attached hereto as EXHIBIT B and this Resolution and approved by the officers of the Authority authorized to execute the Amended and Restated Series 2019 Credit Agreement and the Amended and Restated Series 2019 Note, such execution to be conclusive evidence of such approval. The Chairman and the Executive Director of the Authority are hereby authorized to execute and deliver the Amended and Restated Series 2019 Credit Agreement and the Amended and Restated Series 2019 Note, and any and all documents referenced therein and related to the performance thereof, on behalf of the Authority in substantially the forms attached hereto.

**SECTION 4. GENERAL AUTHORIZATION.** The members of the Governing Body, the Executive Director and the officers, attorneys and other agents or employees of the Authority are each designated as agents of the Authority in connection with the execution and delivery of the Amended and Restated Series 2019 Credit Agreement and the issuance and delivery of the Amended and Restated Series 2019 Note, and are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents, agreements and contracts on behalf of the Authority that are necessary or desirable in connection with the execution and delivery of the Amended and Restated Series 2019 Credit Agreement and the Amended and Restated Series 2019 Note as contemplated therein

**SECTION 5. SEVERABILITY AND INVALID PROVISIONS.** If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, even though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof.

**SECTION 6. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

**ADOPTED** at a meeting of the Board of Directors on the 3rd day of August, 2022.

**PEACE RIVER/MANASOTA REGIONAL  
WATER SUPPLY AUTHORITY**

(SEAL)

By: \_\_\_\_\_  
Chairman  
Authority Board of Directors

ATTEST:

\_\_\_\_\_  
Mike Coates, Executive Director

APPROVED AS TO FORM:                      Date: \_\_\_\_\_

\_\_\_\_\_  
Doug Manson, Authority Counsel



**EXHIBIT A**

**FORM OF AMENDED AND RESTATED SERIES 2019 CREDIT AGREEMENT  
AND ATTACHED AMENDED AND RESTATED SERIES 2019 NOTE**

**AMENDED AND RESTATED  
NON-REVOLVING CREDIT AGREEMENT**

**between**

**PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

**and**

**PNC BANK, NATIONAL ASSOCIATION**

**Dated \_\_\_\_\_, 2022**

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## AMENDED AND RESTATED NON-REVOLVING CREDIT AGREEMENT

This AMENDED AND RESTATED NON-REVOLVING CREDIT AGREEMENT (the "Credit Agreement") made and entered as of \_\_\_\_\_, 2022, by and between the PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY (the "Authority") and PNC BANK, NATIONAL ASSOCIATION (the "Bank").

### WITNESSETH

**WHEREAS**, on October 1, 2019 the Bank provided a non-revolving line of credit to the Authority (the "Series 2019 Credit Agreement") under which funds may be borrowed by the Authority to provide interim financing for costs of certain capital improvement projects in the form of the 2019A Project (as defined herein).

**WHEREAS**, the obligations of the Authority to repay amounts borrowed and other amounts payable under the Series 2019 Credit Agreement was evidenced by the execution and delivery by the Authority of its Series 2019 Note (the "Series 2019 Note") in the principal amount of not exceeding \$5,000,000.00.

**WHEREAS**, Resolution No. 2005-10, adopted by the Governing Body on December 7, 2005, as amended and supplemented from time to time (the "Resolution"), permits the issuance of Subordinated Indebtedness as defined therein payable in accordance with Section 6.01 of the Resolution. The Series 2019 Note is a limited and special obligation of the Authority, the principal of and interest on which are payable solely from Net Revenues on a subordinate basis on parity with the Authority's Utility System Subordinate Taxable Revenue Note, Series 2019 (the "Series 2019 Taxable Note") in the manner provided herein, and the principal of and interest on the Amended and Restated Series 2019 Note and all other payments provided for herein will be paid solely from Net Revenues.

**WHEREAS**, the Bank has provided the Authority a proposal (the "Proposal") pursuant to which the Series 2019 Credit Agreement and the Series 2019 Note shall be amended and restated to provide for an increase in amounts available with this Amended and Restated Non-Revolver Credit Agreement from \$5,000,000 to \$10,000,000 and to make certain other changes to the Series 2019 Credit Agreement.

**WHEREAS**, the Authority has determined it is in its best interest to accept such Proposal and to amend and restate the Series 2019 Credit Agreement and the Series 2019 Note in the forms provided hereby and in Exhibit B attached hereto.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

**SECTION 1. DEFINITIONS.** Terms used but not otherwise defined herein shall have the meanings set forth in the Resolution, unless the text otherwise expressly requires. In addition, the following terms shall have the following meanings herein, unless the text otherwise expressly requires:

**"2019A Project"** means the capital improvements described in Exhibit A attached hereto.

**"Advance"** means disbursement to the Authority of all or a portion of the Authorized Amount pursuant to a Requisition.

**"Amended and Restated Series 2019 Note"** means the Amended and Restated Series 2019 Note, dated as of October 1, 2019, as amended and supplemented from time to time, in the form provided in Exhibit B attached hereto.

**"Authority"** means the Peace River/Manasota Regional Water Supply Authority, a regional water supply authority created pursuant to the laws of the State of Florida.

**"Authorized Amount"** means an aggregate principal amount not to exceed Ten Million Dollars and No Cents (\$10,000,000.00). At any time and from time to time, the Authority may permanently reduce the Authorized Amount of the Amended and Restated Series 2019 Note to any amount not less than the then-current principal outstanding thereunder, by giving written notice to the Bank setting forth the reduced Authorized Amount and the effective date thereof.

**"Authorized Authority Officer"** means the Executive Director of the Authority or any other officer or employee of the Authority authorized by resolution of the Authority to perform specific acts or duties related to the subject matter of the authorization, as designated by written certificate furnished to the Bank containing the specimen signature of such persons and signed by the Executive Director. Such certificate may designate an alternate or alternates.

**"Bank"** shall have the meaning ascribed thereto in the Amended and Restated Series 2019 Note.

**"Business Day"** means any day of the year other than a Saturday, Sunday or day on which the Payment Office of the Bank is lawfully closed.

**"Credit Agreement"** means this Amended and Restated Non-Revolving Credit Agreement, dated as of \_\_\_\_\_, 2022, as amended and supplemented from time to time pursuant to the provisions hereof.

**"Default"** or **"Event of Default"** shall have the meaning set forth in Section 16 hereof.

**"Loan"** means the loan made to the Authority by the Bank by the making of the Advances pursuant to Section 3 below.

**"Maturity Date"** means the final date on which all outstanding principal and unpaid accrued interest on the Amended and Restated Series 2019 Note, or any portion thereof, shall be payable.

**"Payment Office of the Bank"** shall have the meaning set forth in the Amended and Restated Series 2019 Note.

**"Person"** or words importing persons, means firms, associations, partnerships (including without limitation, general and limited partnerships), joint ventures, societies, estates, trusts, corporations, public or governmental bodies, other legal entities and natural persons.

**"Project Costs"** means all or a portion of the cost of acquisition and construction of the 2019A Project; engineering, legal, accounting, and financial expenses; expenses for estimates of costs and of revenues; expenses for plans, specifications and surveys; fees of fiscal agents, financial advisors or consultants; administrative expenses relating solely to the 2019A Project; reimbursement to the Authority for any sums heretofore expended for the foregoing purposes; and such other costs and expenses as may be necessary or incidental to the financing of the 2019A Project.

**"Register"** means the books maintained by the Registrar in which are recorded the names, and addresses of the holder of the Amended and Restated Series 2019 Note.

**"Registrar"** means, with respect to the Loan, the Authority.

**"Requisition"** means an order to the Bank to fund an Advance, in substantially the form of Exhibit C attached hereto.

**"State"** means the State of Florida.

**SECTION 2. INTERPRETATION.** The recitals set forth above are incorporated herein as if set forth in their entirety. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Credit Agreement and all the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

**SECTION 3. THE LINE OF CREDIT.** The Authority may borrow amounts under the Amended and Restated Series 2019 Note from time to time, so long as the total of all Advances does not exceed the Authorized Amount. Amounts borrowed are to be used by the Authority to fund, reimburse, and refinance Project Costs or other uses

of Authority funds permitted by the Resolution. The Bank's obligation to advance under the Amended and Restated Series 2019 Note shall be suspended for such time as the Authority is in Default (without regard to any applicable grace periods) under the Amended and Restated Series 2019 Note or hereunder and in any event shall expire on September 30, 2025, unless renewed or extended by the Bank and the Authority in writing and in their respective sole discretion upon such terms then-satisfactory to the Bank and the Authority.

On the terms and subject to the conditions of this Credit Agreement, including without limitation the conditions precedent set forth in Section 12 hereof, the Bank shall make Advances to the Authority. All Advances shall be a minimum amount of \$500,000.00 and in denominations of \$100,000.00 if more than \$500,000.00 is requested; provided, however, if the then Authorized Amount is less than \$500,000.00, the Advance may be for the Authorized Amount. Advances are limited to one Advance per month.

The Authority shall notify the Bank of the need for an Advance not later than 10:00 a.m. on the date prior to the Advance by delivering to the Bank a Requisition executed on behalf of the Authority by an Authorized Authority Officer or his/her designee in the form attached hereto as Exhibit C. Such Requisition shall specify the amount and date of the Advance. The Advance shall be made available to the Authority by transferring the amount thereof on the date and to the account of the Authority designated in the Requisition in immediately available funds by 2:00 p.m. on such designated date. The date and amount of each Advance, and all payments made on account thereof, shall be recorded by the Bank on its books, which books shall be conclusive as to amounts payable by the Authority hereunder, absent manifest error.

**SECTION 4. DESCRIPTION OF OBLIGATIONS.** The Loan shall be evidenced by the Amended and Restated Series 2019 Note. The Amended and Restated Series 2019 Note shall be dated as of October 1, 2019; shall mature on September 30, 2025; and shall be in registered form. The Amended and Restated Series 2019 Note shall be in the form set forth as Exhibit B hereto, and shall be payable as to principal and interest, bear interest at the rate, subject to adjustment, and shall be prepayable and have the other terms, all as set forth on Exhibit B hereto. Interest on the Amended and Restated Series 2019 Note shall be calculated on a 360-day year, based on actual days elapsed.

**SECTION 5. EXECUTION OF OBLIGATIONS.** The Amended and Restated Series 2019 Note shall be executed in the name of the Authority by the Chairman and the Executive Director, and its corporate seal or a facsimile thereof shall be affixed thereto or reproduced thereon. The Amended and Restated Series 2019 Note may be signed and sealed on behalf of the Authority by any person who at the actual time of the execution of such Amended and Restated Series 2019 Note shall hold such office in the Authority, although at the date of such Amended and Restated Series 2019 Note such person may not have been so authorized. The Amended and Restated Series 2019 Note may be executed by the facsimile signatures of the Chairman or the Executive Director.

**SECTION 6. REGISTRATION AND TRANSFER OF OBLIGATIONS.**

The Amended and Restated Series 2019 Note shall be and shall have all the qualities and incidents of negotiable instruments under the Laws of the State, and the registered owner, in accepting the Amended and Restated Series 2019 Note, shall be conclusively deemed to have agreed that such Amended and Restated Series 2019 Note shall be and have all of the qualities and incidents of negotiable instruments thereunder.

There shall be a Registrar who shall be responsible for maintaining the Register. The person in whose name ownership of any Amended and Restated Series 2019 Note is shown on the Register shall be deemed the owner thereof by the Authority and the Registrar absent manifest error, and any notice to the contrary shall not be binding upon the Authority or the Registrar. The Authority and the Registrar may treat the registered owner as the absolute owner of the Amended and Restated Series 2019 Note for all purposes, whether or not such Amended and Restated Series 2019 Note shall be overdue, and shall not be bound by any notice to the contrary.

Ownership of the Amended and Restated Series 2019 Note may be transferred only upon the Register and only in whole to a Qualified Institutional Buyer (as defined in Section 517.021(20), Florida Statutes). Upon surrender to the Registrar for transfer or exchange of the Amended and Restated Series 2019 Note accompanied by an assignment or written authorization for exchange, whichever is applicable, duly executed by the registered owner or its attorney duly authorized in writing, the Registrar shall deliver in the name of the registered owner or the transferee or transferees, as the case may be, a new fully registered Amended and Restated Series 2019 Note having the same terms as the Amended and Restated Series 2019 Note surrendered.

The new Amended and Restated Series 2019 Note delivered upon any transfer or exchange shall be a valid obligation of the Authority, evidencing the same debt as the Amended and Restated Series 2019 Note surrendered, shall be secured under this Credit Agreement, and shall be entitled to all of the security and benefits hereof to the same extent as the Amended and Restated Series 2019 Note surrendered.

The Bank is purchasing the Amended and Restated Series 2019 Note for investment purposes only and not with intent to distribute or resell the Amended and Restated Series 2019 Note. The Bank hereby covenants that prior to any distribution or resale of the Amended and Restated Series 2019 Note, it will comply in all respects with all applicable securities laws.

**SECTION 7. OBLIGATIONS MUTILATED, DESTROYED, STOLEN OR LOST.** In case the Amended and Restated Series 2019 Note shall be mutilated, or be destroyed, stolen or lost, upon the registered owner furnishing the Registrar proof of its ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Authority may prescribe and paying such expenses as the Authority may incur, the Registrar shall issue and deliver a new Amended and Restated



Series 2019 Note of like tenor as the Amended and Restated Series 2019 Note so mutilated, destroyed, stolen or lost, in lieu of or substitution for the Amended and Restated Series 2019 Note, if any, destroyed, stolen or lost, or in exchange and substitution for such mutilated Amended and Restated Series 2019 Note, upon surrender of such mutilated Amended and Restated Series 2019 Note, if any, to the Registrar and the cancellation thereof; provided however, if the Amended and Restated Series 2019 Note shall have matured or be about to mature, instead of issuing a substitute Amended and Restated Series 2019 Note, the Authority may pay the same, upon being indemnified as aforesaid, and if such Amended and Restated Series 2019 Note be lost, stolen or destroyed, without surrender thereof. Any Amended and Restated Series 2019 Note surrendered under the terms of this Section 7 shall be cancelled by the Registrar.

Any such duplicate Amended and Restated Series 2019 Note issued pursuant to this section shall constitute original, substitute contractual obligations on the part of the Authority whether or not, as to such duplicate Amended and Restated Series 2019 Note, the lost, stolen or destroyed Amended and Restated Series 2019 Note be at any time found by anyone, and such duplicate Amended and Restated Series 2019 Note shall be entitled to equal and proportionate benefits and rights as to lien on and source and security for payment from the Net Revenues, as hereinafter pledged, to the same extent as the other Amended and Restated Series 2019 Note issued hereunder.

**SECTION 8. FORM.** The Amended and Restated Series 2019 Note shall be in substantially the form of Exhibit B hereto with such variations, omissions and insertions as may be necessary, desirable and authorized or permitted by this Credit Agreement.

**SECTION 9. SECURITY; NOT CONSTITUTIONAL DEBT.** The obligation of the Authority to repay the Amended and Restated Series 2019 Note is a limited and special obligation payable solely from Net Revenues in the manner and to the extent set forth herein and shall not be deemed a pledge of the faith and credit or taxing power of the Authority and such obligation shall not create a lien on any property whatsoever of or in the Authority other than the Net Revenues. The Authority hereby provides to the holder of the Amended and Restated Series 2019 Note a pledge of and lien on the Net Revenues on parity with the Series 2019 Taxable Note, which pledge and lien shall be junior and subordinate in all respects to the pledge of and lien on the Net Revenues granted to the Holders of Bonds pursuant to the Resolution. The Net Revenues shall be utilized to pay debt service on the Amended and Restated Series 2019 Note as provided in Section 4.05(B)(7) of the Resolution.

The Amended and Restated Series 2019 Note shall not constitute a general obligation or indebtedness of the Authority as "bonds" within the meaning of any provision of the Constitution of the State, but shall be the special, limited obligation of the Authority, the principal of and interest on which are payable solely from the Net Revenues on a subordinate basis on parity with the Series 2019 Taxable Note in the manner provided

herein, and the principal of and interest on the Amended and Restated Series 2019 Note and all other payments provided for herein will be paid solely from the Net Revenues, and it will never be necessary or authorized to levy taxes on any real property of or in the Authority to pay the principal of or interest on the Amended and Restated Series 2019 Note or other payments provided for herein. Furthermore, neither the Amended and Restated Series 2019 Note nor the interest thereon, shall be or constitute a lien upon any other property of the Authority other than the Net Revenues in the manner provided herein.

The Bank acknowledges that its lien on the Net Revenues is subordinate to the lien of the Holders of any Bonds issued under the Resolution and on parity with the lien of holders of Subordinated Indebtedness in accordance with Section 6.01 of the Resolution, including without limitation the Series 2019 Taxable Note.

**SECTION 10. COVENANTS.** The Authority covenants with the Bank as follows:

(a) Compliance with Provisions of Resolution.

(i) The Amended and Restated Series 2019 Note shall be deemed Subordinated Indebtedness as defined in the Resolution. As such applies to the Amended and Restated Series 2019 Note, the Authority will comply with all terms and conditions of the Resolution applicable to Subordinated Indebtedness.

(ii) The Authority will perform and comply in every respect material to the security of the Amended and Restated Series 2019 Note and this Credit Agreement with all of its covenants and obligations contained in Articles IV, V and VI of the Resolution, which covenants are incorporated by reference herein and made a part hereof.

(iii) The Authority will comply in all material respects with all applicable federal and State laws, rules and regulations relating to the 2019A Project and the performance of the Authority's covenants and obligations hereunder.

(iv) The Authority covenants and agrees that it will not amend, revoke, repeal or modify the Resolution or Interlocal Agreement in any manner which would impair the security of the Bank or the priority of the lien upon Net Revenues pledged for the payment of all amounts due under this Credit Agreement and the Amended and Restated Series 2019 Note.

(v) The Authority covenants that it will provide the Bank a copy of any opinion of Bond Counsel it receives with the respect to the Amended and Restated Series 2019 Note that expressly withdraws any opinion of Bond Counsel previously provided to the Bank with respect to the Amended and Restated Series 2019 Note.

The Authority acknowledges that should such an event occur, the Bank may terminate its obligation to make additional Advances hereunder.

(b) Financial Statements. Not later than 210 days following the end of each Fiscal Year, the Authority shall provide the Bank with the annual audited financial statement of the Authority for the most-recently concluded Fiscal Year audited by the Authority's certified public accountants together with the report of such accountant.

(c) Annual Budget; Other Information. The Authority shall prepare its annual budget in accordance with Florida law, and shall notify the Bank within thirty days (30) days of its adoption when a copy of its final annual budget for each Fiscal Year is available on the Authority website. The Authority shall provide such other public information the Bank may reasonably request.

(d) Issuance of Additional Bonds. Pursuant to Section 6.02 of the Resolution, the Authority covenants that no Additional Bonds shall be issued unless there shall have been filed with the Authority (1) a certificate of the Executive Director demonstrating that the requirements of Section 5.04 of the Resolution, Sections 10 and 11 of Resolution No. 2019-01 so long as the Series 2019 Taxable Note issued thereunder is outstanding, and Section 10(f) of this Credit Agreement were met in the last complete Fiscal Year for which the audited financial statements of the Authority are available; and (2) a report of the Rate Consultant setting forth for each of the three Fiscal Years following the Fiscal Year in which the Authorized Authority Officer estimates the completion of the Project to be financed by such Additional Bonds (a) estimates of Gross Revenues to be received by the Authority from the System including the Project to be financed with the Additional Bonds; (b) estimates of Operating and Maintenance Costs for such Fiscal Years; (c) the Maximum Annual Debt Service including the Additional Bonds then proposed to be issued and including debt service of any outstanding Subordinated Indebtedness; and (d) that Net Revenues will be sufficient to pay 100% of the Maximum Annual Debt Service including the Additional Bonds then proposed to be issued and including debt service of any outstanding Subordinated Indebtedness in each such Fiscal Year, and 100% of (i) any amounts required by the terms of the Resolution to be deposited in the Reserve Account or with the issuer of any Reserve Account Letter of Credit or Reserve Account Insurance Policy, and (ii) any County Payments payable in each such Fiscal Year. For purposes of the foregoing paragraph, debt service of the Subordinated Indebtedness shall be determined on such Subordinated Indebtedness during such period of time as if the principal of and interest on such Subordinated Indebtedness were being paid from the date of incurrence thereof in substantially equal annual amounts over a period of 25 years from the date of calculation. With respect to the issuance of Subordinated Indebtedness, the provisions of Section 6.02 of the Resolution shall apply to such Subordinated Indebtedness in the same manner they apply to Bonds.

(e) Payment of Bank Fees.

(i) In addition to any other fees payable hereunder, the Authority shall pay to the Bank a non-refundable fee in the amount of (A) 12 basis points (0.12%) per annum divided by 365, multiplied by (B) the Authorized Amount less any amounts prepaid and no longer outstanding, less the average daily balance of the principal amount of all outstanding Advances for the preceding three months (or such lesser period as the Amended and Restated Series 2019 Note have been outstanding, in the case of the first payment), such fee to be payable in arrears quarterly on the first day of each January, April, July and October and on the date on which any obligation of the Bank to make further Advances permanently terminates; provided, however, (1) that no unused fee shall be payable during any period in which the Bank has suspended Advances, (2) that during any period in which the average daily balance of the Authorized Amount less any amounts prepaid, and no longer outstanding, is thirty-five percent (35%) or greater and less than fifty percent (50%) of such daily balance the basis points in (i)(A) above should be eight (0.08%) (such average calculated starting with the 90th day following \_\_\_\_\_), and (3) that no unused fee shall be payable during any period in which fifty percent (50%) of the average daily balance of the Authorized Amount less any amounts prepaid, and no longer outstanding, is outstanding (such average calculated starting with the 90th day following \_\_\_\_\_).

(ii) Subject to the limitations set forth in this paragraph, the Authority will pay upon demand all reasonable legal fees (computed without regard to any statutory presumption) incurred by the Bank in connection with the preparation, execution and delivery of this Credit Agreement and the Amended and Restated Series 2019 Note and any and all other agreements and transactions contemplated hereby and thereby (including any amendments hereto or thereto or consents or waivers hereunder or thereunder). The Authority will not pay or reimburse the Bank for any of the Bank's expenses (including legal fees) for the preparation and delivery of this Credit Agreement exceeding \$11,000.00. Following a default or an event of default, the Authority will, upon demand, promptly reimburse the Bank for all amounts expended, advanced or incurred by the Bank to collect or satisfy any obligation of the Authority under this Credit Agreement or the Amended and Restated Series 2019 Note, or to enforce the rights of the Bank under this Credit Agreement or the Amended and Restated Series 2019 Note. The Authority shall also pay to the Bank on demand any documentary stamp taxes, intangible taxes or other excise taxes payable on account of the execution, delivery or enforcement of this Credit Agreement or the Amended and Restated Series 2019 Note (including any amendments hereto or thereto) or the performance of any obligations thereunder (including the payment of drawings and the making of loans), and any penalties and/or interest incurred because of the failure of the Authority to pay such taxes when due. The Authority acknowledges that it is not relying upon the Bank or the

Bank's counsel with respect to the applicability or non-applicability of any such taxes. In the event any future Advance is deemed to be a new issuance for tax purposes, the Authority shall also pay upon demand all reasonable legal fees incurred by the Bank in connection with such Advance in an amount not to exceed \$2,250. The provisions of this paragraph shall survive payment in full and discharge of the Authority's obligations to the Bank.

(f) Rate Covenant. Anything in Section 5.04 of the Resolution to the contrary notwithstanding, during each Fiscal Year that the Amended and Restated Series 2019 Note is outstanding hereunder, the Authority covenants that it shall fix, establish, maintain and collect such rates, fees and charges for the product, services and facilities of its System, and revise the same from time to time, whenever necessary, so as always to provide in each Fiscal Year Net Revenues equal to (A) at least 115% of the Annual Debt Service and at least 100% of the annual debt service of any outstanding Subordinated Indebtedness becoming due in such Fiscal Year, and (B) at least 100% of (1) any amounts required by the terms of the Resolution to be deposited in the Reserve Account or with any issuer of a Reserve Account Letter of Credit or Reserve Account Insurance Policy in such Fiscal Year, and (2) any County Payments due in such Fiscal Year; provided that the rate covenant shall be satisfied if, for the final payment of Subordinated Indebtedness, the Authority shall refinance or pay off such Subordinated Indebtedness.

(g) Debt Capacity Covenant. Upon maturity of the Amended and Restated Series 2019 Note, the Authority covenants that it will have either sufficient debt capacity to issue Additional Bonds for the purpose of refunding the Amended and Restated Series 2019 Note pursuant to the Resolution, other legally available funds, or a combination of both, for the purpose of paying all of the interest and principal due on the Amended and Restated Series 2019 Note.

(h) Acceleration. The Authority covenants and agrees that if any Holders of Bonds under the Resolution or any other holders of Subordinated Indebtedness shall be granted acceleration rights, the Bank be given the same rights of acceleration, and at the request of the Authority, this Credit Agreement shall be amended to reflect such rights.

(i) Notice of Event of Default. The Authority covenants to notify the Bank of the occurrence of a Default hereunder within ten (10) days of its knowledge of such Default.

**SECTION 11. APPLICATION OF PROCEEDS.** The Bank shall have no responsibility for the use of the proceeds of the Amended and Restated Series 2019 Note, and the use of Amended and Restated Series 2019 Note proceeds by the Authority shall in no way affect the rights of the Bank.

**SECTION 12. CONDITIONS PRECEDENT TO CREDIT AGREEMENT AND TO ADVANCES.** (a) The obligation of the Bank to make Advances is subject to the satisfaction of each of the following conditions precedent on or before the date of the first Advance:

(i) Action. The Bank shall have received a copy of the action taken by the Authority approving the execution and delivery by the Authority of this Credit Agreement and the Amended and Restated Series 2019 Note certified as complete and correct as of the closing date.

(ii) Incumbency of Officers. The Bank shall have received an incumbency certificate of the Authority in respect of each of the officers who is authorized to sign this Credit Agreement and related documents to which it is a party on behalf of the Authority.

(iii) Opinion of Counsel to the Authority. The Bank shall have received a written opinion of counsel to the Authority covering matters relating to the transactions contemplated by this Credit Agreement and the financing documents, in form and substance satisfactory to the Bank.

(iv) Opinion of Bond Counsel. The Bank shall have received a letter from bond counsel authorizing the Bank to rely on the final legal opinion of bond counsel delivered to the Authority in respect of the Amended and Restated Series 2019 Note as if such opinion were addressed to the Bank.

(v) No Default, Etc. No Default shall have occurred and be continuing as of the closing date or will result from the execution and delivery of the Credit Agreement or the issuance of the Amended and Restated Series 2019 Note; the representations and warranties made by the Authority shall be true and correct in all material respects on and as of the closing date, as if made on and as of such date; and the Bank shall have received a certificate from the Authority to the foregoing effect.

(vi) Other Documents. The Bank shall have received a certified copy of the Resolution and shall have received such other documents, certificates and opinions as the Bank or its counsel shall request, all in form and substance satisfactory to the Bank.

(b) In addition, the obligation of the Bank to make any particular Advance is subject to the satisfaction of each of the following conditions precedent on or before the date of such Advance:

(i) Requisition. Receipt by the Bank of a Requisition executed on behalf of the Authority by the Executive Director, Finance and Administration Manager, or his/her designee in the form attached hereto as Exhibit C.

(ii) Tax Related Documents. For each Advance requested under the Amended and Restated Series 2019 Note, no additional opinion is required with regard to the tax-exempt status of the interest on such Advance; provided, however, in the event the Bank or the Authority have reason to believe there may be a particular issue with regard to the status of such interest, either the Bank or the Authority may request that the tax-exempt status of the interest on such Advance be confirmed by a new Bond Counsel opinion and the Authority shall provide such supplemental tax certificates setting forth the certifications of the Authority as may be required by Bond Counsel or the Bank with the expense of such opinions and certificates to be paid by the Authority.

(iii) Officer's Certificate. A certificate of the Executive Director of the Authority confirming the Authority's representations and warranties herein as of the date of such Advance and the absence of any Default.

(iv) Determination of Taxability. If a Determination of Taxability (as defined in the Amended and Restated Series 2019 Note) shall have occurred, or if the making of an Advance could reasonably be expected to result in a Determination of Taxability, the Authority shall not request, and the Bank shall not be obligated to make, any Advance on the Amended and Restated Series 2019 Note.

**SECTION 13. REPRESENTATIONS AND WARRANTIES.** The Authority represents and warrants to the Bank that:

(a) Organization. The Authority is a duly created and validly existing regional water supply authority of the State.

(b) Authorization of Credit Agreement and Related Documents. The Authority has the power and has taken all necessary action to authorize the execution, delivery and performance of the Authority's obligations under this Credit Agreement and each of the related documents to which it is a party in accordance with their respective terms. This Credit Agreement has been duly executed and delivered by the Authority and is, and each of the related documents to which it is a party when executed and delivered will be, legal, valid and binding obligations of the Authority enforceable against the Authority in accordance with their respective terms, except as may be limited by bankruptcy, insolvency, reorganization or moratorium or other similar laws affecting creditors' rights generally applicable to the Authority or by the exercise of judicial discretion in accordance with general equitable principles.

(c) Compliance. The Authority is not in default in the performance of any of the covenants, conditions, agreements or provisions contained in the Resolution and no event has occurred which constitutes, or would with the passage of time constitute, a default or "Event of Default" thereunder.

(d) Financial Statements. The financial statements of the Authority for the year ended September 30, 2021, copies of which have been furnished to the Bank, have been prepared in accordance with generally accepted accounting principles and present fairly the financial condition of the Authority as of such date and the results of its operations for the period then ended. Since such date, there has been no material adverse change in the financial condition, revenues, properties or operations of the Authority.

**SECTION 14. TAX COMPLIANCE.** The Authority covenants that it shall not use the proceeds of the Amended and Restated Series 2019 Note in any manner which would cause the interest on such Amended and Restated Series 2019 Note to be or become included in gross income for purposes of federal income taxation. The Authority covenants that neither the Authority nor any person under its control or direction will make any use of the proceeds of such Amended and Restated Series 2019 Note (or amounts deemed to be proceeds under the Code) in any manner which would cause such Amended and Restated Series 2019 Note to be an "arbitrage bond" within the meaning of the Code and neither the Authority nor any other person under its control shall do any act or fail to do any act which would cause the interest on such Amended and Restated Series 2019 Note to become subject to inclusion within gross income for purposes of federal income taxation. The Authority hereby covenants that it will comply with all provisions of the Code necessary to maintain the exclusion from gross income of interest on the Amended and Restated Series 2019 Note for purposes of federal income taxation, including, in particular, the payment of any amount required to be rebated to the U.S. Treasury pursuant to the Code.

The Authority covenants to consult with Bond Counsel, if necessary, to assist the Authority in determining the appropriate amount of each Advance under the Amended and Restated Series 2019 Note specified in each Requisition submitted pursuant to Section 12(b) hereof.

[Remainder of page intentionally left blank]



**SECTION 15. NOTICES.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

Authority: Peace River/Manasota Regional Water Supply Authority  
9415 Town Center Parkway  
Lakewood Ranch, Florida 34202  
ATTENTION: Finance and Administration Manager

Bank: PNC Bank, National Association  
16740 San Carlos Boulevard  
Mail Code: A1-P461-01-1  
Fort Myers, Florida 33908  
ATTENTION: Nicholas Ayotte

Any of the above parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

**SECTION 16. EVENTS OF DEFAULT.** Each of the following shall be a "Default" and an "Event of Default" under this Credit Agreement and the term "Default" or "Event of Default" shall mean, whenever such term is used in this Credit Agreement, any one or more of the following events:

(a) Failure by the Authority to timely pay any amount due hereunder on the date on which such is due and payable;

(b) Failure by the Authority to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Credit Agreement for a period of thirty (30) days after written notice, except to the extent some other grace period shall be provided in regard to a covenant, specifying such failure and requesting that it be remedied, is given to the Authority by the Bank, provided, however, that if such condition requires more than thirty (30) days to be remedied and the Authority proceeds with due diligence within such thirty-day period to commence to remedy such condition, such thirty-day period shall be extended up to a total of sixty (60) days for so long as the Authority shall diligently and continuously pursue such remedy, unless the Bank shall agree in writing to an extension of such time prior to its expiration;

(c) Any representation or warranty of the Authority contained in this Credit Agreement or in any certificate or other closing document executed and delivered by the Authority in connection with the issuance of the Amended and Restated Series 2019 Note shall prove to have been untrue in any material respect when executed and delivered;

(d) A petition is filed against the Authority under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and an order for relief is entered or such petition is not dismissed within sixty (60) days of such filing;

(e) The Authority files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect or consents to the filing of any petition against it under such law;

(f) Either (i) the Authority admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or (ii) a custodian (including without limitation a receiver, liquidator or trustee) of the Authority or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 60 days;

(g) Any debt of or assumed by the Authority having security of an equal or greater priority in the Net Revenues than the Amended and Restated Series 2019 Note in a principal amount outstanding greater than \$500,000 (i) is not paid when due nor within any applicable grace period in any agreement or instrument relating to such debt, (ii) becomes due and payable before its normal maturity by reason of a default or event of default, however described, or (iii) becomes subject to a moratorium;

(h) This Credit Agreement or the Amended and Restated Series 2019 Note shall be held or deemed to be or shall, in fact, be unenforceable in any context.

(i) The occurrence of an Event of Default under the Resolution.

**SECTION 17. REMEDIES.** The Bank may sue to protect and enforce any and all rights, including the right to the appointment of a receiver, existing under the laws of the State of Florida, of the United States of America, or granted and contained in this Credit Agreement, and to enforce and compel the performance of all duties required by this Credit Agreement or by any applicable laws to be performed by the Authority, the Governing Board or by any officer thereof, and may take all steps to enforce this Credit Agreement to the full extent permitted or authorized by the laws of the State of Florida or the United States of America.

In addition, upon the occurrence of an Event of Default, which Event of Default has not been cured prior to the expiration of any applicable cure period, the Bank's obligation to make additional Advances hereunder shall terminate and the Authority shall have no further obligation to make future payments to the Bank pursuant to Section 10(e)(i) hereof unless and until the Bank reinstates the availability of Advances.

In addition to all other rights contained in this Credit Agreement, if a Default occurs and as long as a Default continues, the Amended and Restated Series 2019 Note shall bear interest at a rate per annum equal to the greater of: (i) the Prime Rate plus 3% per annum, (ii) the Overnight Bank Funding Rate (as defined in the Amended and Restated Series 2019 Note) plus 3.5% and (iii) 7.0% per annum. The aforementioned default note shall not exceed the maximum rate allowed by law. "Prime Rate" means the rate publicly announced by the Bank from time to time as its prime rate. The Prime Rate is determined from time to time by the Bank as a means of pricing some loans to its borrowers. The Prime Rate is not tied to any external rate of interest or index and does not necessarily reflect the lowest rate of interest actually charged by the Bank to any particular class or category of customer. If a Default occurs and as long as a Default continues, the unused fee specified in Section 10(e) hereof shall also apply during such period if the Bank elects to permit Advances during such period.

**SECTION 18. NO RECOURSE.** No recourse shall be had for the payment of the principal of and interest on the Amended and Restated Series 2019 Note or for any claim based on the Amended and Restated Series 2019 Note or on this Credit Agreement, against any present or former member or officer of the Governing Body or any person executing the Amended and Restated Series 2019 Note.

**SECTION 19. PAYMENTS DUE ON SATURDAYS, SUNDAYS AND HOLIDAYS; POSTING.** In any case where the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Credit Agreement, shall be other than a Business Day, then such payment or performance shall be made on the succeeding Business Day with the same force and effect as if done on the nominal date provided in this Credit Agreement. All payments received during normal banking hours after 4:00 pm local time at the Payment Office of the Bank shall be deemed received at the opening of the next banking day.

**SECTION 20. DEFEASANCE.** If, at any time, the Authority shall have paid the principal and interest with respect to the Amended and Restated Series 2019 Note and all costs and expenses of the Bank payable under this Credit Agreement and shall have directed in writing that no further Advances be available, then, and in that event, the pledge of and lien on the Net Revenues in favor of the Bank shall be no longer in effect and the Authority shall have no further obligation to comply with the covenants contained in Section 10 hereof, but shall still be required to comply with Section 14 hereof.

**SECTION 21. AMENDMENTS, CHANGES AND MODIFICATIONS.** This Credit Agreement may only be amended by a written instrument executed by the Authority and the Bank.

**SECTION 22. BINDING EFFECT; ASSIGNMENT.** To the extent provided herein, this Credit Agreement shall be binding upon the Authority and the Bank and shall inure to the benefit of the Authority and the Bank and their respective successors

and assigns. The Bank's interests in and rights under this Credit Agreement and the Amended and Restated Series 2019 Note are freely assignable, in whole or in part, by the Bank and nothing herein or in the Amended and Restated Series 2019 Note shall prohibit the Bank from pledging or assigning this Credit Agreement or the Amended and Restated Series 2019 Note or any interest therein to any Federal Reserve Bank; provided, however, such assignment shall not relieve the Bank of its obligations hereunder. The Authority shall not assign its rights and interest hereunder without the prior written consent of the Bank, and any attempt by the Authority to assign without the Bank's prior written consent is null and void. Any assignment shall not release the Authority from its obligations hereunder or under the Amended and Restated Series 2019 Note. In the event of any assignment, the rate of interest borne on the Amended and Restated Series 2019 Note shall not be increased pursuant to the terms of Exhibit B - Schedule A hereto to a rate greater than that which would accrue if such note were held by the Bank.

### **SECTION 23. ADDITIONAL PROVISIONS.**

(a) Severability. In the event any provision of this Credit Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(b) Patriot Act Notice. To help fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For purposes of this section, account shall be understood to include loan accounts.

(c) Telephone Communication Monitoring. The Authority agrees that the Authority's telephone communications with the Bank may be monitored and/or recorded to improve customer service and security.

(d) Final Agreement. This Credit Agreement and the Amended and Restated Series 2019 Note represent the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent agreements of the parties. There are no unwritten agreements between the parties regarding the matters herein.

(e) Execution In Counterparts. This Credit Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(f) Applicable Law and Venue. This Credit Agreement shall be governed by and construed in accordance with the laws of the State. Proceedings commenced by the parties arising out of this Credit Agreement or any of the transactions relating hereto must be brought exclusively in the federal or state courts located in Sarasota County, Florida.

The parties irrevocably and unconditionally submit to the jurisdiction of such courts and agree to take any and all future action necessary to submit to the jurisdiction of such courts.

**SECTION 24. WAIVER OF JURY TRIAL.** To the extent permitted by applicable law, each of the Authority and the Bank, knowingly, voluntarily and intentionally waives any right each may have to a trial by jury in respect of any litigation based on, or arising out of, under or in connection with this Credit Agreement, the Amended and Restated Series 2019 Note or any agreement contemplated to be executed in connection with this Credit Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or actions or omissions of any party with respect hereto. This provision is a material inducement to the Bank to enter into this Credit Agreement.

**SECTION 25. EFFECTIVE DATES.** This Credit Agreement shall become effective as of \_\_\_\_\_. Prior to such effective date the Series 2019 Credit Agreement shall be utilized as the operative document. The effective date of the Amended and Restated Series 2019 Note shall also be \_\_\_\_\_.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO CREDIT AGREEMENT]

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

**PEACE RIVER/MANASOTA REGIONAL  
WATER SUPPLY AUTHORITY**

(SEAL)

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

By: \_\_\_\_\_  
Executive Director

**PNC BANK, NATIONAL ASSOCIATION**

By: \_\_\_\_\_  
Nick Ayotte,  
Senior Vice President, Public Finance

## EXHIBIT A

### DESCRIPTION OF 2019A PROJECT

Any "System-Wide Benefit CIP Project," 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 each project is anticipated to require Authority funds exceeding \$500,000 and less than \$5,000,000 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 upgrade; and
- Any other project so designated by the Authority Board of Directors

**EXHIBIT B**

FORM OF AMENDED AND RESTATED SERIES 2019 NOTE

NO. 1

PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
AMENDED AND RESTATED SERIES 2019 NOTE

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ISSUE</u>
Variable, as described below	September 30, 2025	October 1, 2019

REGISTERED OWNER: PNC BANK, NATIONAL ASSOCIATION (the "Bank")

AUTHORIZED AMOUNT: TEN MILLION DOLLARS AND NO CENTS

The Peace River/Manasota Regional Water Supply Authority (the "Authority"), for value received, hereby promises to pay to the Registered Owner on the Maturity Date specified above, so much of the Authorized Amount hereof as shall have been advanced hereunder and remains outstanding on such date (the "Outstanding Principal"), plus interest on the amount of each Advance hereunder from the date of the Advance at the variable rate of interest described herein until repayment of such amount, such interest to be calculated on a 360-day year based on actual days elapsed and payable semi-annually on April 1 and October 1 of each year, commencing on [October 1, 2022]. On the Maturity Date, the Authority will pay the Registered Owner all Outstanding Principal and all accrued unpaid interest thereon.

This Amended and Restated Note shall become effective on \_\_\_\_\_ and shall replace the Series 2019 Note. Prior to such date the Series 2019 Note shall be the operative instrument.

This Amended and Restated Series 2019 Note shall bear interest on the amount of Outstanding Principal at the Interest Rate, subject to adjustment as set forth herein and on Schedule A hereto. For purposes of this paragraph, the following definitions shall apply.

**"Bloomberg"** means Bloomberg Index Services Limited (or a successor administrator of BSBY).

**["BSBY"** means the Bloomberg Short-Term Bank Yield Index rate administered by Bloomberg and published by Bloomberg or another commercially available source providing such quotations as may be designated by the Bank and approved by the Authority from time to time.]



**"BSBY Interest Period"** means the period of one (1) month, commencing on the date of disbursement of such amount; provided that:

(A) if a BSBY Interest Period would end on a day that is not a Business Day, it shall end on the next succeeding Business Day unless such day falls in the next succeeding calendar month in which case the BSBY Interest Period shall end on the next preceding Business Day; and

(B) any BSBY Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such BSBY Interest Period) shall end on the last Business Day of the last calendar month of such BSBY Interest Period.

**"BSBY Rate"** means, with respect to any BSBY Interest Period, the interest rate per annum determined by the Bank by dividing (the resulting quotient rounded upwards, at the Bank's discretion, to the nearest 1/100th of 1%) (A) the rate per annum equal to BSBY published on the day that is 2 Business Days prior to the first day of such BSBY Interest Period and having a term comparable to such BSBY Interest Period, provided that if the rate is not published on such determination date, then the rate per annum for purposes of this clause (A) shall be BSBY on the first Business Day immediately prior thereto so long as such first preceding Business Day is not more than 3 Business Days prior to such determination date, by (B) a number equal to 1.00 minus the BSBY Reserve Percentage. If the BSBY Rate, determined as provided above, would be less than the Floor, then the BSBY Rate shall be deemed to be the Floor. The BSBY Rate shall be adjusted automatically without notice to the Authority on and as of the effective date of any change in the BSBY Reserve Percentage.

**"BSBY Reserve Percentage"** means, as of any day, the maximum effective percentage in effect on such day, if any, as prescribed by the Board of Governors of the Federal Reserve System (or any successor) for determining the reserve requirements (including, without limitation, supplemental, marginal and emergency reserve requirements) with respect to BSBY funding.

**"BSBY Reserve Percentage"** means the maximum effective percentage in effect on such day as prescribed by the Board of Governors of the Federal Reserve System (or any successor) for determining the reserve requirements (including, without limitation, supplemental, marginal and emergency reserve requirements) with respect to BSBY funding.

**"Business Day"** means any day other than a Saturday or Sunday or a legal holiday on which commercial banks are authorized or required by law to be closed for business in Pittsburgh, Pennsylvania; provided that, when used in connection with an amount that bears interest at a rate based on BSBY or any direct or indirect calculation or determination

of BSBY, the term "Business Day" means any such day that is also a U.S. Government Securities Business Day.

**"Floor"** means a rate of interest per annum equal to zero basis points (0.00%).

**"Interest Rate"** means rate of interest per annum equal to the sum of (a) 79% of the BSBY Rate plus (B) 36 basis points (0.36%), for the applicable BSBY Interest Period (as defined herein).

**"NYFRB"** means the Federal Reserve Bank of New York.

**"Overnight Bank Funding Rate"** means, for any day, the rate comprised of both overnight federal funds and overnight Eurocurrency borrowings by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the NYFRB, as set forth on its public website from time to time, and as published on the next succeeding Business Day as the overnight bank funding rate by the NYFRB (or by such other recognized electronic source (such as Bloomberg) selected by the Bank for the purpose of displaying such rate); provided, that if such day is not a Business Day, the Overnight Bank Funding Rate for such day shall be such rate on the immediately preceding Business Day; provided, further, that if such rate shall at any time, for any reason, no longer exist, a comparable replacement rate determined by the Bank at such time (which determination shall be conclusive absent manifest error). If the Overnight Bank Funding Rate determined as above would be less than zero, then such rate shall be deemed to be zero. The rate of interest charged shall be adjusted as of each Business Day based on changes in the Overnight Bank Funding Rate without notice to the Authority.

**"U.S. Government Securities Business Day"** means any day except for (A) a Saturday or Sunday or (B) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

This Amended and Restated Series 2019 Note may be prepaid in whole or in part on any Business Day that is a Reset Date prior to maturity without penalty upon at least five (5) Business Days prior written notice to the Bank specifying the amount of the prepayment. Prepayments shall be applied, first, to interest accrued as of the date of such prepayment, and second to reduction of the principal. Principal of and interest on this Amended and Restated Series 2019 Note are payable in immediately available funds constituting lawful money of the United States of America at such place (the "Payment Office of the Bank") as the Bank may designate to the Authority.

This Amended and Restated Series 2019 Note is issued under the authority of Chapter 373, Florida Statutes, Section 163.01, Florida Statutes, the Interlocal Agreement of the Authority, and other applicable provisions of law, and pursuant and subject to the terms and conditions of an Amended and Restated Non-Revolving Credit Agreement,

dated \_\_\_\_\_, 2022 (the "Credit Agreement"), between the Authority and the Bank, to which reference should be made to ascertain those terms and conditions. Capitalized terms not defined herein have the meanings ascribed to them in the Credit Agreement.

Pursuant to the Credit Agreement, the Authority may borrow, and the Bank may advance under this Amended and Restated Series 2019 Note from time to time until the maturity hereof (each an "Advance" and together the "Advances"), so long as the total principal amount outstanding hereunder at any one time does not exceed the Authorized Amount. The Bank's obligation to make Advances under this Amended and Restated Series 2019 Note shall be suspended for such time as the Authority is in Default (without regard to any applicable grace period) under the Credit Agreement. As of the date of each proposed Advance, the Authority shall be deemed to represent that each representation made in the Credit Agreement is true as of such date.

This Amended and Restated Series 2019 Note and the interest hereon are payable from and secured solely by a subordinate lien upon and a pledge of the Net Revenues, subject to the application thereof for the purposes and on the conditions permitted by the Resolution and the Credit Agreement. This Note shall be issued as Subordinated Indebtedness as provided by the Resolution.

This Amended and Restated Series 2019 Note shall not constitute a general obligation or indebtedness of the Authority and the Bank shall never have the right to require or compel the levy of taxes on any property of or in the Authority for the payment of the principal of and interest on this Amended and Restated Series 2019 Note. This Amended and Restated Series 2019 Note shall not constitute a lien upon any Project, or upon any property of or in the Authority, but shall be payable solely from the Net Revenues on a subordinate basis on parity with the Series 2019 Taxable Note in the manner provided in the Credit Agreement. Reference is made to the Credit Agreement for the provisions relating to the security for payment of this Amended and Restated Series 2019 Note and the duties and obligations of the Authority hereunder.

In addition to all other rights contained in this Amended and Restated Series 2019 Note if a Default (as defined in the Credit Agreement) occurs and as long as a Default continues, this Amended and Restated Series 2019 Note shall bear interest at a rate per annum equal to the greater of: (i) the Prime Rate plus 3% per annum, (ii) the Overnight Bank Bundling Rate plus 3.5% and (iii) 7.0% per annum. The aforementioned default note shall not exceed the maximum rate allowed by law. For purposes of this paragraph, "Prime Rate" means that index rate of interest which the Bank from time to time announces as its prime lending rate, which rate is an index rate for guidance to loan officers and is not necessarily the best or lowest rate charged borrowing customers of the Bank, or if such rate is no longer announced, such comparable prime rate as shall be published in the Wall Street Journal. Once such Default is cured to the reasonable satisfaction of the Bank, this Amended and Restated Series 2019 Note shall bear interest at the rate otherwise payable hereon.

The Authority to the extent permitted by law hereby waives presentment, demand, protest and notice of dishonor.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of Florida to happen, exist and be performed precedent to and in the issuance of this Amended and Restated Series 2019 Note, have happened, exist and have been performed in regular and due from and time as so required.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Peace River/Manasota Regional Water Supply Authority has caused this Amended and Restated Series 2019 Note to be executed by the Chairman and the Executive Director, either manually or with their facsimile signatures, and its seal or a facsimile thereof to be affixed, impressed, imprinted, lithographed or reproduced hereon, and this Amended and Restated Series 2019 Note to be dated as of \_\_\_\_\_, 2022.

**PEACE RIVER/MANASOTA REGIONAL  
WATER SUPPLY AUTHORITY**

(SEAL)

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

By: \_\_\_\_\_  
Executive Director

## SCHEDULE A

### ADJUSTMENT TO INTEREST RATE

#### Taxable Rate

In the event of a "Determination of Taxability" (as hereinafter defined), this Amended and Restated Series 2019 Note shall bear interest at the rate equal to the Taxable Rate (as hereinafter defined), from and after and retroactively to the date as of which such Determination of Taxability is made and the Bank shall be entitled to such additional interest on this Amended and Restated Series 2019 Note. The Authority shall on the next interest payment date following a Determination of Taxability (or if this Amended and Restated Series 2019 Note shall have matured, within 30 days after demand by the Bank) hereon pay to the Bank an amount equal to the sum of (1) the difference between (A) the total interest that would have accrued on this Amended and Restated Series 2019 Note at the Taxable Rate from the effective date of the Determination of Taxability to such next interest payment date (or maturity date), and (B) the actual interest paid by the Authority on this Amended and Restated Series 2019 Note from such effective date of the Determination of Taxability to such next interest payment date (or maturity date), and (2) any interest, penalties, and other costs required to be paid as a result of any additional State of Florida and federal income taxes imposed upon the Bank arising as a result of such Determination of Taxability. For purposes hereof, "Determination of Taxability" means the circumstance of the interest on the Amended and Restated Series 2019 Note becoming includable for federal income tax purposes in the gross income of the Bank as a consequence of any action or inaction by the Authority. A Determination of Taxability will be deemed to have occurred upon (i) the receipt by the Authority or the Bank of an original or a copy of an Internal Revenue Service Technical Advice Memorandum, Statutory Notice of Deficiency or similar document which holds that the interest on the Amended and Restated Series 2019 Note is includable in the gross income of the Bank; (ii) the issuance of any public or private ruling of the Internal Revenue Service that the interest on the Amended and Restated Series 2019 Note is includable in the gross income of the Bank; or (iii) receipt by the Authority or Bank of an opinion of counsel experienced in tax matters regarding municipal bonds that the interest on the Amended and Restated Series 2019 Note has become includable in the gross income of the Bank for federal income tax purposes; provided that in each case, such Determination of Taxability shall only occur if it is the result of an action or inaction by the Authority. For all purposes of this definition, a Determination of Taxability will be deemed to occur on the date as of which the interest on the Amended and Restated Series 2019 Note is deemed includable in the gross income of the Bank.

In no event, however, shall interest be charged or paid in an amount in excess of the maximum interest rate permitted to be paid under applicable law.

This provision shall survive payment of this Amended and Restated Series 2019 Note until such time as the federal statute of limitations under which the interest on this Amended and Restated Series 2019 Note could be declared taxable under the Code shall have expired.

Additional Definition

**"Taxable Rate"** means a rate as shall be determined by the holder of this Amended and Restated Series 2019 Note absent manifest error, as shall be necessary to provide to the holder of this Amended and Restated Series 2019 Note an after-tax yield on the then outstanding principal amount of this Amended and Restated Series 2019 Note equal to the after-tax yield to the holder of this Amended and Restated Series 2019 Note, if such Determination of Taxability had not occurred, from the date such interest must be included in such gross income; provided, however, such adjusted Interest Rate shall never exceed the maximum rate allowed by law.

**EXHIBIT C**

**FORM OF REQUISITION**

REQUISITION NO.: \_\_\_\_\_

DATE OF ADVANCE: \_\_\_\_\_

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

ADVANCED UNDER: Amended and Restated Series 2019 Note

AVAILABLE CREDIT: \_\_\_\_\_ DOLLARS

TO: PNC BANK, NATIONAL ASSOCIATION

You are hereby authorized and directed, pursuant to the provisions of the Amended and Restated Non-Revolver Credit Agreement, dated as of \_\_\_\_\_, 2022, between the Peace River/Manasota Regional Water Supply Authority (the "Authority") and PNC Bank, National Association (the "Bank") and that certain Amended and Restated Series 2019 Note, dated \_\_\_\_\_, 2022, issued by the Authority (the "Amended and Restated Series 2019 Note"), to advance the above referenced Principal Amount, which advance shall be recorded on books and records of the Bank, and thereby become a portion of the principal due and owing under said Amended and Restated Series 2019 Note. By this requisition, you are hereby authorized and empowered to deposit into the account of the Authority specified below the amount hereof without any further action on the part of the Authority.

No Determination of Taxability or Event of Default described in such Revolving Credit Agreement has occurred and is continuing.

**PEACE RIVER/MANASOTA REGIONAL  
WATER SUPPLY AUTHORITY**

By: \_\_\_\_\_  
Executive Director

Authority Account Information:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**EXHIBIT B**

**PROPOSAL**

**PNC BANK, NATIONAL ASSOCIATION**

**Preliminary Summary of Terms and Conditions for Draw Down Facility**

**Peace River Manasota Regional Water Supply Authority**

**June 21, 2022**

**\$10,000,000 NON-REVOLVING LINE OF CREDIT BANK FACILITY FOR SYSTEM INTERIM FINANCING**

This Term Sheet is not a commitment or an offer to lend and does not create any obligation on the part of PNC Bank, National Association (the "Bank") or any affiliate thereof. Neither the Bank nor any affiliate thereof will be deemed to have extended any commitment to the Borrower unless and until a formal commitment letter is issued and has been executed, delivered and accepted. This outline is only a brief description of the principal terms of suggested loan facilities and is intended for discussion purposes only.

This Term Sheet is delivered to you on the understanding that any of the terms of substance hereunder shall not be disclosed, directly or indirectly, to any other person except your officers, agents and advisors who are directly involved in the consideration of this matter unless required to do so by applicable law or prior written consent has been given by the Bank.

The indicative pricing provided herein is for discussion purposes only, is as of the date of this non-binding proposal and is subject to change daily between now through acceptance and date of close given the extraordinary and rapidly evolving market conditions.

**I. PARTIES**

**BORROWER / ISSUER:** Peace River Manasota Regional Water Supply Authority (the "*Borrower*", "*Authority*" or "*Issuer*")

**LENDER:** PNC Bank, National Association (the "*Bank*").

**PRIMARY CONTACT:**  
Nick Ayotte  
Relationship Manager, Senior Vice President  
16740 San Carlos Boulevard  
Fort Myers, FL 33908  
(p) 239-437-3736 (f) 239-433-0359  
[nicholas.ayotte@pnc.com](mailto:nicholas.ayotte@pnc.com)

**II. CREDIT FACILITY, SECURITY AND FINANCING DOCUMENTS**

**CREDIT FACILITY:** PNC will provide a tax-exempt non-bank qualified ("NBQ") variable rate non-revolving draw down loan totaling up to \$10,000,000 (the "*Loan*") pursuant to the terms of the Borrower's bond resolution, as amended and supplemented (the "*Bond Resolution*"), and as the Loan may be documented by a loan agreement between the Borrower and the Bank or a supplemental bond resolution (the "*Loan Agreements*" or the "*Credit Facilities*").

**PURPOSE:** The proceeds of the Loan under the Credit Facility shall be used to provide funds for interim financing for various system-wide projects

**MATURITY DATE:** September 30, 2025

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**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**



**STRUCTURE/AMORTIZATION:** Principal may be drawn on any 1 Month BSBY reset date. Full outstanding principal is due on the Maturity Date.

**DRAWS:** Minimum draw amount requirement is \$500,000 and in denominations of \$100,000 thereafter. Draws will be limited to one every month and on any 1 Month BSBY reset date.

**INTEREST PAYMENTS:** Semiannually on April 1 and October 1 (Act/360).

**SECURITY:** The payment of principal and interest on the Loan will be a subordinated position on Net Revenues of the Authority as further described in the Subordinated Resolution.

**FINANCING DOCUMENTATION:** The Credit Facility shall include standard conditions precedent to purchase and closing, representations and warranties, indemnities, covenants, events of default and remedies. The Loan Agreement, the Note, governing documentation and the other documents required for closing are herein collectively referred to as the "*Financing Documents*."

**TAX STATUS OF INTEREST ON THE NOTE:** Interest on the Note shall be excludable from gross income for federal income tax purposes. The Borrower shall take all steps necessary to maintain such tax-exempt status. The Bank shall be provided an opinion of tax counsel satisfactory to the Bank which concludes that interest on the Note is excludable from gross income for federal income tax purposes and that the Note is not a "qualified tax-exempt obligation" under Section 265(b)(3) of the Code.

**INDEMNIFICATION:** As per the current documentation.

**CLOSING DATE:** The closing date is expected to occur on or before September 30, 2022 (the "*Closing Date*") and shall be subject to the satisfaction of the conditions precedent set forth in the Loan Agreement and the conditions precedent described herein. An alternative closing date may be accepted subject to mutual agreement between the Bank and the Borrower.

### III. INTEREST RATES AND OTHER KEY PROVISIONS

**VARIABLE RATES:** **NBQ Tax-Exempt Variable Loan Rate: (79% of 1 Month BSBY) + 36 basis points**

**EARLY PREPAYMENT:** The Loan may be prepaid on any 1 Month BSBY reset date without penalty.

**UNUTILIZED FEES:** Based on the schedule below the Borrower may pay an unutilized fee to the Bank annually in arrears on the last day of each calendar year in an amount equal to the product of (i) .12% or .08% per annum and (ii) the difference between the amount of the Credit Facility and the amount advanced by the Bank for each day during the term of the Drawdown Period. The Unutilized Fee shall be calculated based upon a year of 360 days and the actual number of days elapsed.

**FEE SCHEDULE:**

<b>0% TO 35% USAGE:</b>	<b>12 BASIS POINTS</b>
<b>35% TO 50% USAGE:</b>	<b>8 BASIS POINTS</b>
<b>OVER 50% USAGE:</b>	<b>WAIVED</b>

**EVENT OF TAXABILITY:** If an event of taxability occurs due to action (or inaction) caused by the Borrower in addition to the amounts required to be paid with respect to the Note, the Borrower shall be obligated to pay to the Bank an amount equal to the positive difference, if any, between the amount of interest that would have been paid during the period of taxability if the Bonds had borne interest at a taxable rate and the interest actually received by the Bank with respect to the Note. Borrower shall also be obligated to pay any penalties, interest or other charges that the Bank incurs as a result of such determination of taxability.

**COMPUTATION BASIS:** Variable Rate - Computations of interest shall be calculated on an Act/360-day basis.

**DEFAULT RATE:** The Default Rate equals the greatest of (i) the PNC Prime Rate plus 3.0%; (ii) the Overnight Bank Funding Rate plus 3.5%; and (iii) 7.0%.

**INDEX FLOOR:** BSBY will have a floor of 0.00%

#### **IV. OTHER FEES AND EXPENSES**

**COMMITMENT/CLOSING FEE:** Waived.

**COSTS AND EXPENSES:** All expenses incurred by the Bank, including security interests, if applicable, and audit and reasonable legal fees (inside and outside), and any other expenses in reference to structuring, documenting, closing, monitoring or enforcing the Financing Documents, if applicable, shall be for the account of the Borrower and payable at closing and otherwise on demand. The Bank prefers to use Bryant Miller Olive PA as Bank Counsel. Bank Counsel legal fees (review-only / no opinion) will not exceed \$11,000. If future draws are deemed to be new issuances for tax purposes, Bryant Miller Olive P.A.'s review only-fees for each such issuance will be no greater than \$2,250. All expenses (including counsel fees) shall be paid by the Borrower regardless of whether the transaction is closed.

#### **V. FINANCIAL/NEGATIVE COVENANTS AND FINANCIAL REPORTING**

Affirmative and negative covenants, including the reporting covenants listed below, will be specified by the Bank for inclusion in the Financing Documents including those outlined in the current documentation.

- Annual audited financial statements for the borrower within 210 days of the Borrower's fiscal year end.
- Budgets submitted to the Bank no later than the first day of each Fiscal Year and other items as may be reasonably requested by the Bank which are prepared by the Borrower.

**Rate Covenant:** As per the current documentation

**Additional Bonds:** As per the current documentation

If the Authority grants or has granted any acceleration rights to any other senior or subordinate creditor or indebtedness, the Bank will require those same acceleration rights while this Credit Facility is outstanding.

**VI. CONDITIONS****PRECEDENT TO CLOSING**

The Financing Documents shall include conditions precedent customary for transactions of this nature including, without limitation, the following:

Documentation satisfactory to Bank Counsel; delivery of enforceability and approving opinions; authorizing resolutions (which may be an existing authorizing resolution); financial statements; bring-down of representations and warranties; and certification as to no default or event of default.

**VII. EVENTS OF DEFAULT/  
REMEDIES:**

As per those outlined in the current documentation.

**VIII. CHOICE OF LAW / JURY TRIAL /  
OTHER PROVISIONS****GOVERNING LAW:**

The Loan Agreement, and any other documents to which the Bank shall become a party will be governed by the laws of the State of Florida.

**USA PATRIOT ACT NOTICE:**

Pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. 107 56), the Bank is required to obtain, verify and record information that identifies the Borrower and, potentially, other loan parties, which information may include, without limitation, the name and address of the Borrower and any such loan parties and other information that will allow the Bank to identify the Borrower and other loan parties in accordance with the USA PATRIOT Act.

**JURY TRIAL:**

To the extent permitted by law, the parties to the Loan Agreement agree to waive a jury trial in any proceeding including the Bank.

**TRANSFERS/ASSIGNMENTS:**

While the Bank is providing the Credit Facility for its own account without a present intent to transfer the Credit Facility, the Bank reserves the right in its sole discretion to assign, sell, pledge or participate interests in the Credit Facility without the consent of the Borrower.

**ADDITIONAL TERMS:**

The terms and conditions contained in this proposal are not intended to be comprehensive. The definitive Financing Documents may include additional terms and conditions required by the Bank, subject to mutual agreement of the parties, which are not included herein.

**UNDERWRITING:**

The Bank requires a minimum of 2 weeks for the formal underwriting process from the appointed date.

**No ADVISORY OR  
FIDUCIARY ROLE:**

The Borrower acknowledges and agrees that: (i) the Bank has not assumed any advisory or fiduciary responsibility to the Borrower with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Bank or any of its affiliates has provided other services or is currently providing other services to the Borrower on other matters); (ii) the only obligations the Bank has to the Borrower with respect to the transaction contemplated hereby are expressly set forth in this term sheet; and (iii) the Borrower has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

**EXPIRATION:**

This proposal expires on August 19, 2022 and the Credit Facility must close no later than this date unless otherwise extended by the Bank in writing.

**AGREEMENT BY THE ISSUER / BORROWER:**

The Borrower hereby desires to engage the Bank in the origination of the Credit Facility pursuant to the terms and conditions stated herein.

Recognizing that this Term Sheet is non-binding on the Bank unless and until a commitment is issued, please evidence your interest in proceeding on the foregoing terms and conditions by signing and returning a copy of the document to the Bank on or prior to July 15, 2022 at which point the Bank will continue with due diligence and credit underwriting for the foregoing transaction.

ACCEPTED AND AGREED TO:

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*August 3, 2022*

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

**U.S. Geological Survey Joint Funding Agreement #23MCJFA0101**  
**for Monitoring in the Peace River**

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**Recommended Action -**

**Motion** to approve and authorize Executive Director, or designee, to execute U.S. Geological Survey Joint Funding Agreement #23MCJFA0101.

The USGS and the Authority have participated in joint funding agreements for monitoring in the Lower Peace River/Upper Charlotte Harbor since 1998 as part of the enhanced Hydrobiological Monitoring Program (HBMP). The existing agreement with the USGS, which covers a data collection program for three tide-stage and specific conductance gage stations in the Peace River will expire at the end of FY 2022 (September 30, 2022).

The new USGS agreement covers FY 2023 (October 1, 2022 through September 30, 2023). The funding distribution is as follows below. The FY 2023 costs are \$1,550 (2.7%) greater than in FY 2022 (\$57,760):

FY 2023 Cost

- |             |                 |
|-------------|-----------------|
| • Authority | \$34,610        |
| • USGS      | <u>\$24,700</u> |
|             | \$59,310        |

**Budget Action** – No action needed.

**Attachments:**

Tab A Joint Funding Agreement #23MCJFA0101

Tab B Map of Monitoring Stations in the Peace River

**TAB A**  
**Joint Funding Agreement #23MCJFA0101**





## United States Department of the Interior

U.S. GEOLOGICAL SURVEY  
Caribbean-Florida Water Science Center  
4446 Pet Ln Suite #108  
Lutz, FL 33559

June 27, 2022

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

Dear Mr. Guida:

Enclosed are two signed originals of our standard joint-funding agreement for the project(s) Caribbean-Florida Water Science Center Water Resources Investigations, during the period October 1, 2022 through September 30, 2023 in the amount of \$34,610 from your agency. U.S. Geological Survey contributions for this agreement are \$24,700 for a combined total of \$59,310. Please sign and return one fully-executed original to Michael C Cooper at the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2022**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Sara Hammermeister by phone number (239) 275-8448 or email [shammer@usgs.gov](mailto:shammer@usgs.gov) to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Michael Cooper at phone number (407) 803-5528 or email at [mccooper@usgs.gov](mailto:mccooper@usgs.gov).

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

Sincerely,

David M.  
Sumner

Digitally signed by  
David M. Sumner  
Date: 2022.06.28  
10:30:20 -04'00'

David M. Sumner, Ph.D., PG  
Director, Caribbean-Florida Water Science Center

Enclosure  
23MCJFA0101 (2)

**Form 9-1366  
(May 2018)**

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

**Customer #: 6000001084  
Agreement #: 23MCJFA0101  
Project #: MC00E2A  
TIN #: 59-2417483**

**Fixed Cost Agreement YES[ X ] NO[ ]**

THIS AGREEMENT is entered into as of the October 1, 2022, by the U.S. GEOLOGICAL SURVEY, Caribbean-Florida Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Peace River party of the second part.

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

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

- (a) \$24,700 by the party of the first part during the period October 1, 2022 to September 30, 2023
- (b) \$34,610 by the party of the second part during the period October 1, 2022 to September 30, 2023
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

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

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

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

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

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

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

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

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

Customer #: 600001084  
Agreement #: 23MCJFA0101  
Project #: MC00E2A  
TIN #: 59-2417483

Water Resource Investigations

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

USGS Technical Point of Contact

Name: Sara Hammermeister  
Supervisory Hydrologic Technician  
Address: 1400 Colonial Blvd.  
Ft Myers, FL 33907  
Telephone: (239) 275-8448  
Fax: (239) 275-6820  
Email: shammer@usgs.gov

Customer Technical Point of Contact

Name: James Guida  
Director, Water Resources & Planning  
Address: 8998 SW County Road 769  
Arcadia, FL 34269  
Telephone: (941) 316-1776  
Fax: (863) 491-7569  
Email: JGuida@regionalwater.org

USGS Billing Point of Contact

Name: Michael Cooper  
BUDGET ANALYST  
Address: 12703 Research Parkway  
Orlando, FL 32826  
Telephone: (407) 803-5528  
Fax:  
Email: mccooper@usgs.gov

Customer Billing Point of Contact

Name: PRMRWSA  
Accounts Payable  
Address: 9415 Town Center Parkway  
Lakewood Ranch, FL 34202  
Telephone: (941) 316-1776  
Fax: (941) 316-1772  
Email: AP@regionalwater.org

U.S. Geological Survey  
United States  
Department of Interior

Peace River

Signature

David M. Sumner  
By  Digitally signed by David M. Sumner  
Date: 2022.06.28 10:30:05 -04:00' Date: 06/27/2022

Name: David M. Sumner, Ph.D., PG  
Title: Director, Caribbean-Florida Water Science Center

Signatures

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

Name:  
Title:

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

Name:  
Title:

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

Name:  
Title:

## FY-2023 Cooperative Data Collection Program

The U.S. Geological Survey welcomes the opportunity to continue partnering with you in defining and improving the overall understanding of the water resources of South Florida.

If you have any question, please call Sara Hammermeister at (239) 275-8448 ext. 18.

Summary of USGS Fiscal Year 2023 Cooperative Data Collection Program with Peace River/Manasota Regional Water Supply Authority

<b>USGS Cooperative Matching Funds:</b>	<b>\$24,700</b>
<b><u>PRMRWSA:</u></b>	<b><u>\$34,610</u></b>
<b>Program Total:</b>	<b>\$59,310</b>

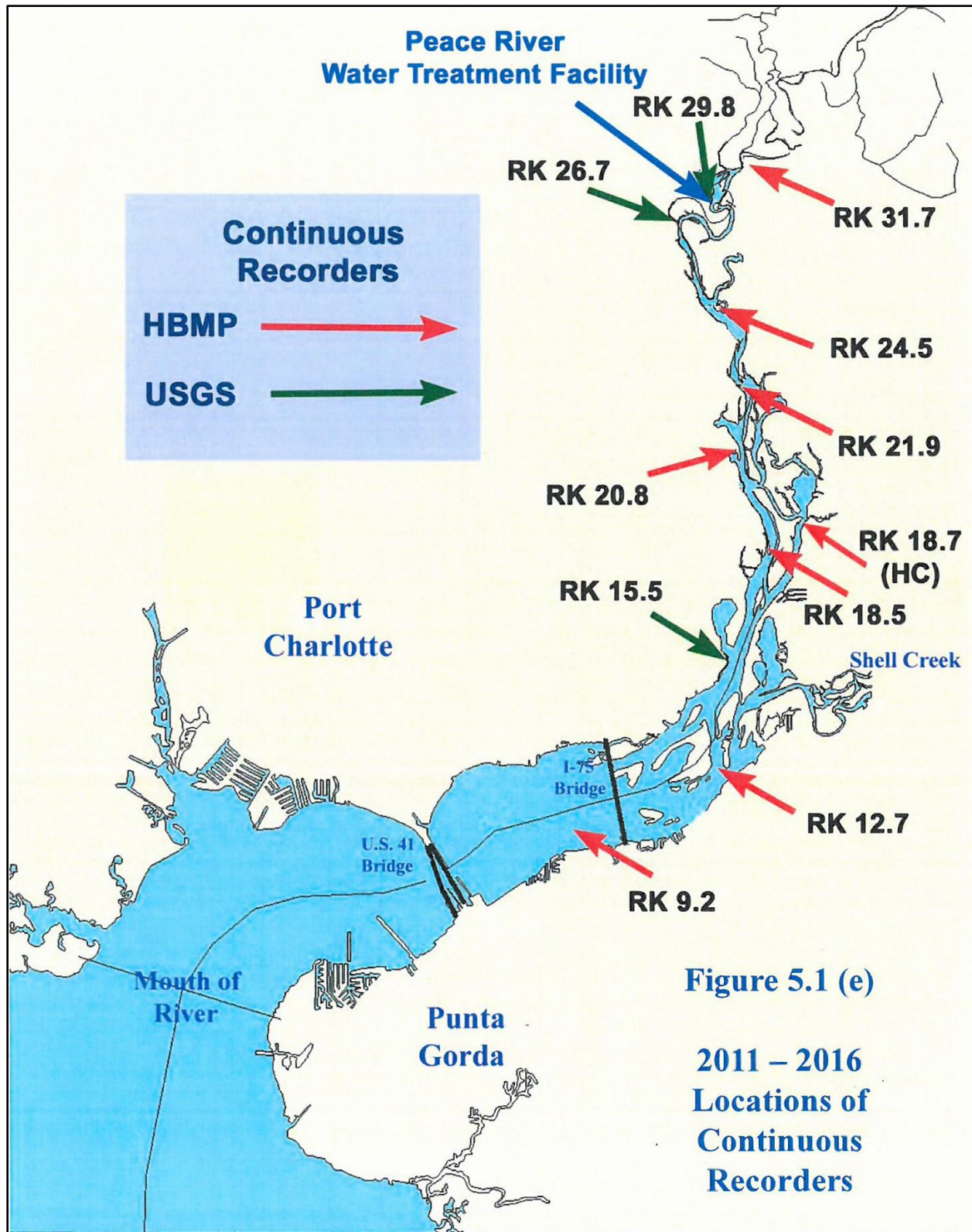
### Proposed FY 2023 Hydrologic Data Collection Program

<b>Station No.</b>	<b>Name</b>	<b>Total Cost</b>	<b>USGS</b>	<b>PRMRWSA</b>
02297350	Peace River Nr. Peace River Heights Nr Ft. Ogden, FL	\$20,330	\$8,500	\$11,830
02297460	Peace River at Harbor Heights, FL	\$18,650	\$7,700	\$10,950
02297345	Peace River at Platt, FL	\$20,330	\$8,500	\$11,830
	<b><u>TOTAL</u></b>	<b><u>\$59,310</u></b>	<b><u>\$24,700</u></b>	<b><u>\$34,610</u></b>

#### Notes:

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

**TAB B**  
**Map of Monitoring Stations in the Peace River**



**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
August 3, 2022**

**CONSENT AGENDA  
ITEM 6**

**Change Order No. 2 for Contract with Poole & Kent Company of Florida for  
Peace River Facility Treatment Trains 5 and 6 Rehabilitation Project**

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**Recommended Action -**

**Motion** to approve and authorize Executive Director to execute Change Order No. 2 to Contract for Treatment Trains 5 and 6 Rehabilitation Project with Poole & Kent Company of Florida for a contract time extension of an additional 75 days, making the new Contract Completion Date November 14, 2022.

Change Order No. 2 for the referenced Contract would add 75 days in contract time to the Treatment Trains 5 and 6 Rehabilitation Project. The increase in contract time results from a demand-driven need to return Trains 5 and 6 to service early this past spring, which required temporary suspension of work on the job. Change Order No. 1 to this Contract, approved by the Board on April 6, 2022, also extended Contract time in conjunction with delays in obtaining large diameter valves for the project, and suspension of work to allow the treatment facilities to be returned to service. However, continued high demand on the regional facilities has delayed taking Trains 5 and 6 out of service, which has not allowed rehabilitation work to commence on the schedule anticipated in Change Order No. 1.

Change Order No. 2 requires the Contractor to resume Trains 5 and 6 rehabilitation work as well as complete an emergency repair on filter cell 46 (in Treatment Trains 7 and 8) between July 12, 2022, and November 14, 2022. All work to complete the project will be done within the current contract amount including Owners Allowance. Authority staff recommends approval.

**Budget Action** – No action needed. Funds included in FY 2022 Budget.

**Attachments:**

Change Order No. 2 – Treatment Trains 5 & 6 Rehabilitation Project



**Peace River Manasota Regional Water Supply Authority  
Plant 3 Trains 5 & 6 Rehabilitation  
CHANGE ORDER No. 2**

Contract: Plant 3 Trains 5 & 6 Rehabilitation  
Owner: Peace River Manasota Regional Water Supply Authority  
Contractor: Poole & Kent Company of Florida  
Project Engineer: Black & Veatch Corporation

Date of Contract: June 9<sup>th</sup>, 2021 (NTP)  
Date of Issuance:  
Effective Date: August 3<sup>rd</sup>, 2022

**The Contract Documents are modified as follows upon execution of this Change Order:**  
Description: Change Order to reflect adjustments to the Contract Time and Contract Price.

**Attachments: None**

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:  
\$ 3,534,507.00

[Increase] [Decrease] from previously approved Change Orders:  
\$ 0

Contract Price prior to this Change Order:  
\$ 3,534,507.00

Decrease with this Change Order:  
\$ 0

Contract Price incorporating this Change Order:  
\$ 3,534,507.00

**CHANGE IN CONTRACT TIMES:**

Original Contract Times:  
Substantial Completion (days or date): 250 days / February 14<sup>th</sup>, 2022  
Final Completion (days or date): 280 days / March 16<sup>th</sup>, 2022


Increase from previously approved Change Orders:  
Substantial Completion (days): 168 days  
Final Completion (days): 168 days

Contract Times prior to this Change Order:  
Substantial Completion (days or date): 418 days / August 1<sup>st</sup>, 2022  
Final Completion (days or date): 448 days / August 31<sup>st</sup>, 2022

Increase with this Change Order:  
Substantial Completion days increased by 75 days / October 15<sup>th</sup> 2022  
Final Completion days increased by 75 days / November 14<sup>th</sup>, 2022

Contract Times with all approved Change Orders including this Change Order #1:  
Substantial Completion (days/date): 493 days / October 15<sup>th</sup>, 2022  
Final Completion (date): 523 days / November 14<sup>th</sup>, 2022

**RECOMMENDED:**

By:  \_\_\_\_\_  
Engineer (Authorized Signature)

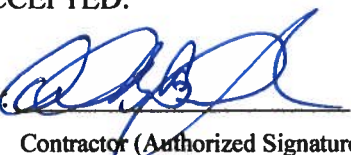
Date: 07/08/2022 \_\_\_\_\_

**APPROVED:**

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

**ACCEPTED:**

By:  \_\_\_\_\_  
Contractor (Authorized Signature)

Date: 7/8/2022



**Description and Purpose of this Change Order**

Description of Change	Increase in Contract Price (\$)	Decrease in Contract Price (\$)	Contract Time Extension (days)
<p>Extension of the contract time from 448 days to 523 days for a contract end date of November 14, 2022.</p> <p>In summary, the regional demands remained high into July, thus further delaying the contractor's re-mobilization, and in addition to the Trains 5 &amp; 6 project work, the contractor has been requested to make an emergency repair to filter cell 46. As such, the Owner has requested an extension of the contract time as requested by the contractor to complete the additional work.</p> <p>The following work will need to be completed when the facility is able to shutdown filters 30-36 again:</p> <ul style="list-style-type: none"> <li>- Removal and installation of 12 new filter valves associated with filters 30 &amp; 31 in the filter gallery</li> <li>- Connection of all valves into new control panel</li> <li>- Testing of new control panel</li> <li>- Repairs to floor, walls, and underdrains in filter cell 46</li> </ul> <p>Contractor will remobilize, resume work and complete the project between July 12, 2022, and November 14, 2022. All work to complete the project will need to be done within the current contract amount (inclusive of the Owner's Allowance).</p>	\$0.00	\$0.00	75

**Attachments: None**

Recommended: \_\_\_\_\_  \_\_\_\_\_ /Engineer Date: 07/08/2022

Accepted: \_\_\_\_\_  \_\_\_\_\_ /Contractor Date: 7/8/2022

Approved: \_\_\_\_\_ /Owner Date: \_\_\_\_\_

**Summary of Time Extension Requested**

Contract extended 75 additional days to cover re-mobilizing around Authority operations and for additional repairs to filter cell 46.

**Summary of Scope Change**

Repairs to filter cell 46 utilizing Owner's Allowance for funding.

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
August 3, 2022**

**CONSENT AGENDA  
ITEM 7**

**Filter Valves and Actuators for Peace River Facility Plant No. Four –  
Owner Direct Purchase**

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**Recommended Action -**

**Motion** to accept bid and award contract to the lowest, responsible and responsive bidder, McDade Waterworks, Inc., in the total amount of \$739,208.00 for the purchase of 56 Butterfly Valves and Actuators.

Treatment Trains 7 & 8 at the Peace River Facility were installed as part of the Regional Expansion Program (REP) and have been in continuous service for since 2010, treating over 35 billion gallons of water during that time. The rehabilitation of Treatment Trains 7 & 8 has been programmed into the R&R budget and is scheduled to begin in FY23. Due to long lead times of up to 30 weeks for the 56 large valves required for this rehabilitation project, staff recommends owner direct pre-purchase the valves and matching actuators. This will provide flexibility in the project scheduling as well as save sales tax on the purchase.

Advertisement for bids was made on June 17 with the Bid Opening on July 18. A total of 4 qualified bids were timely received. The lowest responsive bidder was McDade Waterworks, Inc.

Staff recommends the Authority Board of Directors accept the bid and award a contract to the lowest responsible and responsive bidder, McDade Waterworks, Inc. in the total amount of \$739,208.00 for 56 Butterfly Valves and Actuators at the Authority Board meeting on August 3, 2022.

**Budget Action** – No action needed. Funds for the project are budgeted in R&R.

**Attachments:**

Tab A Notice of Intended Decision & Bid Tabulation


Tab B Bid Documents Package

**TAB A**  
**Notice of Intended Decision & Bid Tabulation**

**NOTICE OF INTENDED DECISION FOR AWARD OF CONTRACT -  
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BUTTERFLY VALVES AND ACTUATORS**

**Recommended Action -** Accept bid and award contract to the lowest, responsible, and responsive bidder, McDade Waterworks, Inc., in the total amount of \$739,208.00 for the purchase of 56 Butterfly Valves and Actuators.

Bids were requested in accordance with the Authority’s Procurement Policy and four (4) bids were received by the submission deadline of July 18, 2022. Bidders and their bid amounts are listed in alphabetical order below:

<b>Company Name</b>	<b>Bid Amount</b>
Consolidated Pipe	802,830.00
Ferguson Waterworks	752,668.35
Fortline, Inc.	842,518.46
McDade Waterworks	739,208.00  <b>Low Bid</b>

Staff recommends the Authority Board of Directors accept the bid and award a contract to the lowest responsible and responsive bidder, McDade Waterworks, Inc. in the total amount of \$739,208.00 for 56 Butterfly Valves and Actuators at the Authority Board meeting on August 3, 2022.

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

**Posted: July 22, 2022**



# Peace River Manasota

Regional Water Supply Authority

## INVITATION TO BID Butterfly Valves and Actuators

Bid Opening  
July 18, 2022 @ 10:00 AM  
9415 Town Center Pkwy, Lakewood Ranch, FL 34202

### BID TABULATION SHEET

Company Name	Total Bid Amount	Time Bid Opened
Fortline, Inc	842,518.46	10:00
Ferguson Waterworks	752,668.35	10:02
McDade Waterworks	739,208.00	10:02
Consolidated Pipe	802,830.00	10:03

Bid Opened By: Rachel Kersten  
Name  
Agency clerk  
Title

Rachel Kersten  
Signature

Witnessed By: Marisol Garcia  
Name  
Senior Accountant  
Title

[Signature]  
Signature

**TAB B**  
**Bid Documents Package**

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**INVITATION TO BID**

**BUTTERFLY VALVES AND ACTUATORS**

The Peace River Manasota Regional Water Supply Authority (“Authority”) is requesting sealed bids for the purchase of **Butterfly Valves & Actuators**.

Firms desiring to bid on this offering must submit a single electronic file in searchable PDF format of their bid and other required documentation in accordance with the requirements contained in the Butterfly Valves and Actuators Bid Documents via email to [procurement@regionalwater.org](mailto:procurement@regionalwater.org), using “**Response to Bid: Butterfly Valves & Actuators**” as the subject line no later than **10:00 a.m. EST on July 18, 2022**.

All Bids that have been duly received in accordance with the Invitation to Bid will be opened publicly and read aloud at the Authority’s Administration Office located at 9415 Town Center Parkway, Lakewood Ranch, FL 34202. Bids received after the scheduled closing time for submission will not be opened.

The Authority is seeking to purchase the following butterfly valves and actuators:

**56 Butterfly valves with actuators as follows:**

- 7 – 6” Filter air scour butterfly valves with actuators**
- 14 – 12” Filter influent butterfly valves with actuators**
- 7 – 14” Filter to waste butterfly valves with actuators**
- 14 – 24” Filter backwash butterfly valves with actuators**
- 14 – 24” Filter Effluent butterfly valves with actuators**

Bids shall be firm FOB destination price for the purchase, delivery, and unloading of valves and actuators at the Peace River Facility located in DeSoto County as set forth in the Bid Documents. All bids are to be a firm price.

A copy of the Bid Documents may be obtained at no charge by visiting the Authority’s website ([www.regionalwater.org](http://www.regionalwater.org)) or by contacting Rachel Kersten at [rkersten@regionalwater.org](mailto:rkersten@regionalwater.org), or by calling (941) 316-1776. The Authority may also use DemandStar, a third-party provider, to distribute proposals. Visit the DemandStar website ([www.demandstar.com](http://www.demandstar.com)) for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with the Authority.

All questions related to this Invitation to Bid shall be directed in writing via email to [procurement@regionalwater.org](mailto:procurement@regionalwater.org) using “**Bid Question – Butterfly Valves & Actuators**” as the subject line. Questions asked/answered will be periodically posted to the Authority’s website and DemandStar. The final cut-off date/time for all questions shall be **June 24, 2022 at 5:00 p.m. EST**. Questions received after the scheduled cut-off date/time for submission of all questions will go unanswered.

Dated: June 17, 2022

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

**BID FORM  
BUTTERFLY VALVES AND ACTUATORS**

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 Purchase of Goods.

If this Bid is awarded to Bidder, Bidder agrees to the terms and conditions for Purchase of Goods, Butterfly Valves and Actuators.



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 Bid, and the Bidder further agrees that this bid proposal(s) includes all impacts resulting from said addenda.

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

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

In the event of mathematical discrepancies UNIT PRICES shall prevail.

**BID FORM  
BUTTERFLY VALVES AND ACTUATORS**

BID ITEM	Manufacturer	QUANTITY	UNIT	TOTAL PRICE
Filter Influent Valve w/ Actuator (12inch)		14	\$ _____	\$ _____
Filter Backwash Valve w/ Actuator (24 inch)		14	\$ _____	\$ _____
Filter Effluent Valve w/ Actuator (24 inch)		14	\$ _____	\$ _____
Filter Air Scour Valve w/ Actuator (6 inch)		7	\$ _____	\$ _____
Filter to Waste Valve w/ Actuator (14 inch)		7	\$ _____	\$ _____
Shipping F.O.B.				\$ _____
Total				\$ _____

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 \_\_\_\_\_, 2022.

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: \_\_\_\_\_

**Contract Holder E-Verify Registration and Affidavit**

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

**Affidavit**

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

STATE OF \_\_\_\_\_

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

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_

## **INSTRUCTIONS TO BIDDERS BUTTERFLY VALVES AND ACTUATORS**

### Bid Submittal

The Peace River Manasota Regional Water Supply Authority (“Authority”) is requesting sealed bids for the pre-purchase of valves and actuators for our Plant 4 Rehabilitation Project and firms desiring to bid on this offering must submit a single electronic file in searchable PDF format of their bid and other required documentation in accordance with the requirements contained in the Butterfly Valves and Actuators bid documents via email to [procurement@regionalwater.org](mailto:procurement@regionalwater.org), using “**Response to Bid: Butterfly Valves and Actuators**” as the subject line.

As a courtesy, the Authority will endeavor to provide an email acknowledgement usually sent within a few days after submission receipt (submissions received on the day of the deadline may not be acknowledged before the deadline or at all). It is the Firm’s responsibility to confirm its submission (PDF file) has been received.

### Copies of Bid Documents

The Invitation to Bid, Instructions to Bidders, Bid Form are collectively known as the “Bid Documents.” A copy of the Bid Documents may be obtained at no charge by visiting the Authority’s website ([www.regionalwater.org](http://www.regionalwater.org)) or by contacting Rachel Kersten at [rkersten@regionalwater.org](mailto:rkersten@regionalwater.org), or by calling (941) 316-1776. The Authority may also use DemandStar, a third-party provider, to distribute proposals. Visit the DemandStar website ([www.demandstar.com](http://www.demandstar.com)) for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with the Authority

### Bid Delivery Requirements

Any bid received after 10:00 A.M. EST, July 18, 2022 will not be opened or considered. It shall be the sole responsibility of the bidder to have bid delivered to [procurement@regionalwater.org](mailto:procurement@regionalwater.org) 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 via email at [procurement@regionalwater.org](mailto:procurement@regionalwater.org) using “**Bid Question – Butterfly Valves & Actuators**” as the subject line. 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 are a part of its Bid.

### Bid Submittal Sealed & Marked

Bidder shall provide a single electronic file in searchable PDF format of (1) one signed copy of bid on bid forms provided by the Authority via email to [procurement@regionalwater.org](mailto:procurement@regionalwater.org), using **"Response to Bid: Butterfly Valves & Actuators"** as the subject line **no later than 10:00 A.M. EST July 18, 2022**.

### 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 Purchase Order.

### Award

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 make award 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 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 purchase agreements with other suppliers of valves and actuators and to purchase valves and actuators 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 meet the requirements of the Bid Documents.

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, October 1, 2021 (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](http://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 via email at [procurement@regionalwater.org](mailto:procurement@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](http://www.regionalwater.org).

Bidders are hereby notified failure to file a protest in accordance with the Procurement Policy shall constitute a waiver to the bid protest.

## Public Entity Crimes

Pursuant to Subsections 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 an executed Public Entity Crimes Form.

#### Discriminatory Vendor List

Pursuant to Subsections 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.

Bidder shall submit with its bid an executed E-Verify Affidavit.

#### 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. The bidder also acknowledges that the Authority may terminate the contract entered into in accordance with these Instructions to Bidders if the Authority deems that the bidder has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

#### 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 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 of 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.

### Basis of Bid; Comparison of Bids

In the event of mathematical discrepancies on the Bid Form, unit prices shall prevail in determining the basis of Bid Items on the Bid Form.

### 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 as specified in Bid Documents, 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 bidder will be responsible for reimbursing the Authority for attorney fees in the event the bidder 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 provide 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.





# Peace River Manasota

Regional Water Supply Authority

## **TECHNICAL SPECIFICATIONS BUTTERFLY VALVES AND ACTUATORS**

# Butterfly Valves and Actuators

## Bid Specifications

June 17, 2022

PEACE RIVER MANASOTA RIVER WATER SUPPLY AUTHORITY  
BUTTERFLY VALVES AND ACTUATORS

June 2022

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## **SECTION 15101 AWWA BUTTERFLY VALVES**

### **PART 1 – GENERAL**

1-1. SCOPE. This section covers furnishing of AWWA butterfly valves for cold water service as indicated in the AWWA Butterfly Valve Schedule.

AWWA butterfly valves shall be furnished complete with actuators and accessories as specified herein, as indicated in the schedule, and as specified in the Valve and Gate Actuators section.

All AWWA butterfly valves shall be sourced from the same manufacturer without exception.

All valves and actuators shall be one assembly without exception.

1-2. GENERAL. Equipment provided under this section shall be fabricated and assembled in full conformity with Drawings, Specifications, engineering data, instructions, and recommendations of the equipment manufacturer, unless exceptions are noted by Owner/Engineer.

Valves shall be furnished with all necessary parts and accessories as specified, or otherwise required for a complete, properly operating installation and shall be the latest standard products of a manufacturer regularly engaged in the production of valves.

The valve supplier shall supply the valve and actuator as an assembled unit and is responsible for ensuring the proper coupling between the actuator and valve utilizing anticorrosive compound for assembly. The valve supplier shall also be responsible for the proper operation of the assembled unit.

1-2.01. Governing Standard. Except as modified or supplemented herein, all butterfly valves and manual actuators shall conform to the applicable requirements of ANSI/AWWA C504 (the “governing standard”).

1-2.02. Marking. Supplementing the requirements of Section 6.1 of the governing standard, the country of origin of all castings and an identifying serial number shall be stamped on a corrosion-resistant plate attached to the valve body.

1-2.03. Temporary Number Plates. Each butterfly valve shall be tagged or marked in the

factory with the identifying number listed in the AWWA Butterfly Valve Schedule on pages 10 and 11 of section 15101.

1-2.04. Identification. AWWA butterfly valves shall be tagged or marked per the AWWA Butterfly Valve Schedule and in accordance with the Equipment and Valve Identification section.

1-2.05. Permanent Tags. All valves that have been assigned a number in the valve schedule on pages 10 and 11 of section 15101, shall be provided with a permanent number plate. Tags shall be permanently attached to valves with stainless steel mechanical fasteners or with stainless steel chains. Numerals shall be ¾ inch high and shall be on an anodized aluminum plate.

1-3. SUBMITTALS. Complete drawings, details, and specifications covering the valves and their appurtenances shall be submitted by Manufacturer to Owner/Engineer in accordance with the Submittals Procedures section Figure 2 page 32. Included in the submittal shall be drawings by the valve manufacturer to indicate the position of the valve actuator and valve shaft.

Certified copies of test results for tests described in Section 5 of the Governing Standard, shall be submitted to and approved by Owner/Engineer before the valves are shipped. Valves with mounted actuators shall be performance and leak tested as an assembly in accordance with the governing standard. An affidavit of compliance with the governing standard for valves 72 inches and smaller shall be provided as indicated in Section 6.3 of ANSI/AWWA C504.

A Supplier Declarations Form shall be submitted that includes the name of the manufacturer of the valve and actuator as part of the bid submittal.

All AWWA butterfly valves shall be sourced from the same manufacturer without exception.

All valves and actuators shall be one assembly without exception.

## PART 2 - PRODUCTS

2-1. ACCEPTABLE PRODUCTS. Butterfly valves shall be by the manufacturers listed below or approved equal.

DeZurik  
Pratt (Mueller)

M&H

Val-Matic

2-2. MATERIALS. Except as modified or supplemented herein, materials used in the manufacture of butterfly valves shall conform to the requirements of the governing standard, and per NSF-61 requirements.

Acceptable shop coatings are listed in the following table.

Epoxy For Raw or Treated Water Service in potable water facilities (NSF certified);

1. PPG Amercoat "Amerlock 400 High Solids Epoxy",
2. Carboline "Carboguard 891",
3. Sherwin-Williams "Macropoxy 646NSF"
4. Sherwin-Williams Diamond-Clad Clear Coat Urethane.
5. Tnemec "Series N140 Pota-Pox Plus".

Rust-Preventive Compound - As recommended by manufacture

### 2-3. VALVE CONSTRUCTION.

2-3.01. Valve Bodies. Valves shall be cast iron short-body type unless otherwise specified in the AWWA Butterfly Valve Schedule. The use of a stop or lug cast integrally with or mechanically secured to the body for the purpose of limiting disc travel by means of direct contact or interference with the valve disc (in either the open or closed position) will not be acceptable.

2-3.02. Flanges. Flanges shall conform to the requirements of the governing standard and shall be finished to true plane surfaces within a tolerance limit of 0.005 inch [125 µm]. The finished face shall be normal to the longitudinal valve axis within a maximum angular variation tolerance of 0.002 inch per foot (0.017 percent) of flange diameter.

2-3.03. Mechanical Joint Ends. Not used.

2-3.04. Valve Shafts. Valve shafts shall be fabricated of AISI Type 304 or 316 stainless steel. The use of shafts having a hexagonal cross section will not be acceptable. The connection between shaft and disc shall be in accordance with the governing standard.

The connection between the shaft and the disc shall be mechanically secured by means

of solid, smooth-sided, stainless steel or Monel taper pins or dowel pins.

Each taper pin or dowel pin shall extend through or shall wedge against the side of the shaft and shall be mechanically secured in place. The use of set screws, knurled, or fluted dowel pins, expansion pins, roll pins, tension pins, spring pins, or other devices instead of the pins specified herein will not be acceptable.

2-3.05. Valve Seats. Seats for all valves in filter air scour service shall be EPDM rated for 250°F, the seats for the rest of the valves shall be EPDM. Acceptable seating surfaces mating with EPDM are AISI 304 or 316 stainless steel, monel, or plasma-applied nickel-chrome overlay for all valves; bronze for 20 inch [500 mm] and smaller valves; and alloy cast iron for 20 inch [500 mm] and smaller manually operated valves.

Seats shall be located on the valve body. Valve seat configurations which rely on the mating pipe flange to hold the seat in position in the valve body will not be acceptable.

Valve disc shall be 316 stainless steel, CF8M, or equivalent.

2-3.06. Shaft Seals. Shaft seals shall be of the chevron type. Shaft seals for valves in filter air scour service shall be EPDM rated for 250°F, and the shaft seals for the rest of the valves shall be EPDM.

2-3.07. Thrust Bearings. Each valve shall be provided with one or more thrust bearings in accordance with the governing standard. Thrust bearings which are directly exposed to line liquid and which consist of a metal bearing surface in rubbing contact with an opposing metal bearing surface will not be acceptable. Bearings for valves in filter air scour service shall be rated for 250°F.

2-4. VALVE ACTUATORS. Requirements for valve actuators shall be as specified herein, as indicated in the AWWA Butterfly Valve Schedule, and as specified in the Valve and Gate Actuators section. Valve actuator types for all valves shall be pneumatic vane types and each valve shall also be equipped with manual override actuator operating handwheels.

All 8 inch [200 mm] and larger valves shall have geared actuators.

If an option exists, the connecting body between the valve and actuator requires weep holes and shall be epoxy coated inside and out to prevent corrosion to prevent rusting if leaks occur.

If valves with an AWWA class designation higher than specified are furnished, actuator torque capabilities shall be increased accordingly and shall be acceptable to Engineer/Owner.

Valve actuators and accessories shall be factory mounted on the valve, calibrated, and tested by the valve manufacturer. The valve actuators and accessories shall be properly paired with the butterfly valve to provide a functioning assembly that works seamlessly as though it were a single unit.

2-4.01. Actuator Sizing. The valve manufacturer shall size the actuator in accordance with the governing standard, and the operating conditions and requirements indicated in the AWWA Butterfly Valve Schedule and the valve manufacturer's requirements.

Unless otherwise indicated or specified, actuator torque requirements shall be based on a maximum differential pressure across the valve equal to the maximum pressure associated with the valve class and a maximum velocity through the valve of 16 feet per second [4.9 m/s].

Valves with operating stands shall have actuator torques increased by 25 percent. Actuator torques determined by the above requirements shall be increased by any design factors required by paragraph 4.2.8 of ANSI/AWWA C504 for valves 72 inches [1800 mm] and smaller, or as specified herein.

2-5. SHOP PAINTING. All interior and exterior ferrous metal surfaces, except finished surfaces, bearing surfaces, and stainless-steel components, of valves and accessories shall be shop painted for corrosion protection. The valve manufacturers use of the following coatings will be acceptable and should be compatible with the specified field painting.

Acceptable shop coatings are listed in the following table.

Epoxy For Raw or Treated Water Service in potable water facilities (NSF certified);

1. PPG Amercoat "Amerlock 400 High Solids Epoxy",
2. Carboline "Carboguard 891",
3. Sherwin-Williams "Macropoxy 646NSF"
4. Sherwin-Williams Diamond-Clad Clear Coat Urethane.
5. Tnemec "Series N140 Pota-Pox Plus".

Rust-Preventive Compound - As recommended by manufacturer

Surfaces shall be painted as follows:

Unfinished Surfaces	N/A
Interior Surfaces	Epoxy
Exterior Surfaces of All Other Valves	Epoxy

Polished or Machined Surfaces:

Flange Faces	Rust-preventive compound.
Other Surfaces	Epoxy

Interior coatings shall comply with ANSI/AWWA C550 and shall be free of holidays, as verified by holiday testing of the interior coatings of each valve in the shop. The total dry film thickness of shop-applied coatings shall be not less than:

Type of Coating	Minimum Dry Film Thickness
Epoxy	10 mils [250 $\mu$ m]
Universal Primer	3 mils [75 $\mu$ m]

2-6. ACCESSORIES. Requirements for extension stems and stem guides, position indicators, floor boxes, operating stands, torque tubes, valve boxes, extension bonnets, and pneumatic piping shall be as indicated in the AWWA Butterfly Valve Schedule, and the Pneumatic Piping Detail Sheet specified in the Valve and Gate Actuators section.

Extension bonnets are required for the filter influent valves as specified in the AWWA Butterfly Valve Schedule. Actuators shall be mounted on a totally enclosed 316 stainless steel extension. The centerline of valve to top of extension is 84 inches. The extensions shall come equipped with all necessary stainless-steel accessories, bolts, couplings, and fittings to properly install a functioning assembly.

2-7. EXTENDED WARRANTY. The valves and actuators purchased as part of this solicitation will be installed in conjunction with the Plant 4 Rehabilitation Project scheduled for FY2023. Valves and actuators will be properly stored at the Authority facilities per manufacturer recommendations until installation by the project contractor.

The valve manufacturer shall warrant all valve and actuator assemblies against faulty or inadequate design, defective materials, defective workmanship, and improper assembly for a period of three years from the date of installation and acceptance by Owner/Engineer at the Peace River Facility.



## PART 3 - EXECUTION

3-1. PREPARATION FOR SHIPMENT. All equipment shall be suitably packaged to facilitate handling and to protect against damage during transit and storage. All equipment shall be boxed, crated, or otherwise completely enclosed and protected during shipment, handling, and storage. All equipment shall be protected from exposure to the elements and shall be kept dry at all times.

Painted and coated surfaces shall be protected against impact, abrasion, discoloration, and other damage. Painted and coated surfaces which are damaged prior to acceptance of equipment shall be repainted to the satisfaction of Owner/Engineer.

Grease and lubricating oil shall be applied to all bearings and similar items.

3-1.01. SHIPPING. Before shipping each item of equipment shall be tagged or marked as identified in the AWWA butterfly valve schedule or on the manufacturers approved Shop Drawings. Complete packing lists and bills of material shall be included with each shipment. Shipping cost shall be calculated F.O.B. to:

Peace River Facility  
8998 SW County Rd 769  
Arcadia, FL 34269  
End of Section

Tag Number	Size	Type of Service(1)	Application	Type of Installation(2)	Pneumatic Vane Actuator	Manual Actuator Type	AWWA Class(3)	Maximum Non-Shock Shutoff	Maximum Differential	Maximum Velocity	Remote Control	Power for Solenoid Valve	Limit Switches(6)	Position	Single Acting Spring Return	Extension Stems	Position Indicator for Buried Valve	Cast Iron Operating Stands	Fabricated Steel Operating	Torque Tubes	Extension bonnet	Filtering Position
	(in)					(in)		(psi)	(psi)	(ft/s)		V/PH										
40-FCV-40A	12	O-C	Filter Influent	IP	Yes	16 HW	150B-F			16		120/1	WP	No	No						Yes	Open
30-FCV-40B	12	O-C	Filter Influent	IP	Yes	16 HW	150B-F			16		120/1	WP	No	No						Yes	Open
30-FCV-41A	12	O-C	Filter Influent	IP	Yes	16 HW	150B-F			16		120/1	WP	No	No						Yes	Open
30-FCV-41B	12	O-C	Filter Influent	IP	Yes	16 HW	150B-F			16		120/1	WP	No	No						Yes	Open
30-FCV-42A	12	O-C	Filter Influent	IP	Yes	16 HW	150B-F			16		120/1	WP	No	No						Yes	Open
30-FCV-42B	12	O-C	Filter Influent	IP	Yes	16 HW	150B-F			16		120/1	WP	No	No						Yes	Open
30-FCV-43A	12	O-C	Filter Influent	IP	Yes	16 HW	150B-F			16		120/1	WP	No	No						Yes	Open
30-FCV-43B	12	O-C	Filter Influent	IP	Yes	16 HW	150B-F			16		120/1	WP	No	No						Yes	Open
30-FCV-44A	12	O-C	Filter Influent	IP	Yes	16 HW	150B-F			16		120/1	WP	No	No						Yes	Open
30-FCV-44B	12	O-C	Filter Influent	IP	Yes	16 HW	150B-F			16		120/1	WP	No	No						Yes	Open
30-FCV-45A	12	O-C	Filter Influent	IP	Yes	16 HW	150B-F			16		120/1	WP	No	No						Yes	Open
30-FCV-45B	12	O-C	Filter Influent	IP	Yes	16 HW	150B-F			16		120/1	WP	No	No						Yes	Open
30-FCV-46A	12	O-C	Filter Influent	IP	Yes	16 HW	150B-F			16		120/1	WP	No	No						Yes	Open
30-FCV-46B	12	O-C	Filter Influent	IP	Yes	16 HW	150B-F			16		120/1	WP	No	No						Yes	Open
30-FCV-40C	24	O-C	Filter Backwash	IP	Yes	12 HW	150B-F			16		120/1	WP	No	No							Closed
30-FCV-40D	24	O-C	Filter Backwash	IP	Yes	12 HW	150B-F			16		120/1	WP	No	No							Closed
30-FCV-41C	24	O-C	Filter Backwash	IP	Yes	12 HW	150B-F			16		120/1	WP	No	No							Closed
30-FCV-41D	24	O-C	Filter Backwash	IP	Yes	12 HW	150B-F			16		120/1	WP	No	No							Closed
30-FCV-42C	24	O-C	Filter Backwash	IP	Yes	12 HW	150B-F			16		120/1	WP	No	No							Closed
30-FCV-42D	24	O-C	Filter Backwash	IP	Yes	12 HW	150B-F			16		120/1	WP	No	No							Closed
30-FCV-43C	24	O-C	Filter Backwash	IP	Yes	12 HW	150B-F			16		120/1	WP	No	No							Closed
30-FCV-43D	24	O-C	Filter Backwash	IP	Yes	12 HW	150B-F			16		120/1	WP	No	No							Closed
30-FCV-44C	24	O-C	Filter Backwash	IP	Yes	12 HW	150B-F			16		120/1	WP	No	No							Closed
30-FCV-44D	24	O-C	Filter Backwash	IP	Yes	12 HW	150B-F			16		120/1	WP	No	No							Closed
30-FCV-45C	24	O-C	Filter Backwash	IP	Yes	12 HW	150B-F			16		120/1	WP	No	No							Closed
30-FCV-45D	24	O-C	Filter Backwash	IP	Yes	12 HW	150B-F			16		120/1	WP	No	No							Closed
30-FCV-46C	24	O-C	Filter Backwash	IP	Yes	12 HW	150B-F			16		120/1	WP	No	No							Closed
30-FCV-46D	24	O-C	Filter Backwash	IP	Yes	12 HW	150B-F			16		120/1	WP	No	No							Closed
30-FCV-40F	24	O-C	Filter Effluent	IP	Yes	12 HW	150B-F			16		120/1	WP	No	No							Open
30-FCV-40G	24	O-C	Filter Effluent	IP	Yes	12 HW	150B-F			16		120/1	WP	No	No							Open
30-FCV-41F	24	O-C	Filter Effluent	IP	Yes	12 HW	150B-F			16		120/1	WP	No	No							Open
30-FCV-41G	24	O-C	Filter Effluent	IP	Yes	12 HW	150B-F			16		120/1	WP	No	No							Open
30-FCV-42F	24	O-C	Filter Effluent	IP	Yes	12 HW	150B-F			16		120/1	WP	No	No							Open
30-FCV-42G	24	O-C	Filter Effluent	IP	Yes	12 HW	150B-F			16		120/1	WP	No	No							Open
30-FCV-43F	24	O-C	Filter Effluent	IP	Yes	12 HW	150B-F			16		120/1	WP	No	No							Open
30-FCV-43G	24	O-C	Filter Effluent	IP	Yes	12 HW	150B-F			16		120/1	WP	No	No							Open
30-FCV-44F	24	O-C	Filter Effluent	IP	Yes	12 HW	150B-F			16		120/1	WP	No	No							Open

30-FCV-44G	24	O-C	Filter Effluent	IP	Yes	12 HW	150B-F			16		120/1	WP	No	No						Open
30-FCV-45F	24	O-C	Filter Effluent	IP	Yes	12 HW	150B-F			16		120/1	WP	No	No						Open
30-FCV-45G	24	O-C	Filter Effluent	IP	Yes	12 HW	150B-F			16		120/1	WP	No	No						Open
30-FCV-46F	24	O-C	Filter Effluent	IP	Yes	12 HW	150B-F			16		120/1	WP	No	No						Open
30-FCV-46G	24	O-C	Filter Effluent	IP	Yes	12 HW	150B-F			16		120/1	WP	No	No						Open
30-FCV-40E	6	O-C	Filter Air Scour	IP	Yes	8 HW	150B-F			16		120/1	WP	No	No						Closed
30-FCV-41E	6	O-C	Filter Air Scour	IP	Yes	8 HW	150B-F			16		120/1	WP	No	No						Closed
30-FCV-42E	6	O-C	Filter Air Scour	IP	Yes	8 HW	150B-F			16		120/1	WP	No	No						Closed
30-FCV-43E	6	O-C	Filter Air Scour	IP	Yes	8 HW	150B-F			16		120/1	WP	No	No						Closed
30-FCV-44E	6	O-C	Filter Air Scour	IP	Yes	8 HW	150B-F			16		120/1	WP	No	No						Closed
30-FCV-45E	6	O-C	Filter Air Scour	IP	Yes	8 HW	150B-F			16		120/1	WP	No	No						Closed
30-FCV-46E	6	O-C	Filter Air Scour	IP	Yes	8 HW	150B-F			16		120/1	WP	No	No						Closed
30-FCV-40J	14	O-C	Filter to Waste	IP	Yes	16 HW	150B-F			16		120/1	WP	No	No						Closed
30-FCV-41J	14	O-C	Filter to Waste	IP	Yes	16 HW	150B-F			16		120/1	WP	No	No						Closed
30-FCV-42J	14	O-C	Filter to Waste	IP	Yes	16 HW	150B-F			16		120/1	WP	No	No						Closed
30-FCV-43J	14	O-C	Filter to Waste	IP	Yes	16 HW	150B-F			16		120/1	WP	No	No						Closed
30-FCV-44J	14	O-C	Filter to Waste	IP	Yes	16 HW	150B-F			16		120/1	WP	No	No						Closed
30-FCV-45J	14	O-C	Filter to Waste	IP	Yes	16 HW	150B-F			16		120/1	WP	No	No						Closed
30-FCV-46J	14	O-C	Filter to Waste	IP	Yes	16 HW	150B-F			16		120/1	WP	No	No						Closed

Notes:

(1) Actuators designated "O-C" are for "Open-Close" service. Actuators designated "M" are for "Modulating" service.

(2) Abbreviations for installation types are as follows:

B4 Buried, depth of 4 feet [1.2 m] or less

B20 Buried, depth greater than 4 feet [1.2 m] but 20 feet [6.1 m] or less

Bxx Buried, depth greater than 20 feet [6.1 m], actual depth of xx feet

SV20 Submerged or vaulted, depth 20 feet [6.1 m] or less

SVxx Submerged or vaulted, depth greater than 20 feet [6.1 m], actual depth of xx feet

IP In plant

(3) Suffix letters define valve ends as follows:

F Flanged

W Wafer

MJ Mechanical joint

S Single Flange

(4) Abbreviations for actuator types are as follows:

WN Wrench Nut

LVR Lever

CW ChainWheel

HW HandWheel

(5) If a value is indicated, the leakage test shall be performed using this pressure value rather than the pressure indicated by the AWWA class.

(6) Abbreviations for limit switches on manual and cylinder operated valves.

EOT End of travel (open - close)

PSS Pump start - stop (two intermediate positions)

ELSCH See electrical schematics

(7) Abbreviations for electronic or electric actuator housing.

WP Weatherproof

SUB Submersible [xx = depth of submergence] (SUBxx)

EXP Explosion proof

(8) Cylinder actuators shall have torque safety factors applied in accordance with AWWA C504.

(9) Abbreviations for control devices are as indicated.

Abbreviations	Open-Close Push Button	Open-Stop- Close Push Button	Local-Off-Remote	Red and Green Indicator Lights
A	Required		Required	Required
B	Required		Required	
C		Required	Required	Required
D		Required	Required	
E		Required		
F	Required			
G	Required			Required
H		Required		Required

(10) Abbreviations for electric actuator types are as follows:

SE Standard Electric

IE Intelligent Electric

NE Networked Electric

END OF SCHEDULE

(11) Abbreviation for remote control station types:

CS Control Station without Indicating Lights

CIS Control Station with Indicating Lights

**SECTION 15180**  
**VALVE AND GATE ACTUATORS**

**PART 1 - GENERAL**

1-1. SCOPE. This section covers furnishing of manual and powered valve and gate actuators and accessories as specified herein.

1-2. GENERAL. Equipment provided under this section shall be fabricated and assembled in full conformity with specifications, engineering data, instructions, and recommendations of the equipment manufacturer, unless exceptions are noted.

Actuators shall be furnished by the valve supplier with all necessary parts and accessories as specified, or otherwise required for a complete, properly operating installation and shall be the latest standard products of a manufacturer regularly engaged in the production of actuators.

All actuators shall be sourced from the same manufacturer without exception.  
All AWWA butterfly valves shall be sourced from the same manufacturer without exception.

AWWA butterfly valves shall be furnished complete with actuators and accessories as specified herein, as indicated in the schedule, and as specified in the Valve and Gate Actuators section.

1-2.01. Governing Standards. Except as modified or supplemented herein, cylinder and vane type actuators shall conform to applicable requirements of ANSI/AWWA C541.

Except as modified or supplemented herein, actuators for butterfly and eccentric plug valves shall conform to the applicable requirements of ANSI/AWWA C504.

Except as modified or supplemented herein, manual actuators for ball valves shall conform to the applicable requirements of ANSI/AWWA C507.

Except as modified or supplemented herein, actuators for cast-iron slide gates shall conform to the applicable requirements of ANSI/AWWA C560.

Except as modified or supplemented herein, actuators for open channel slide gates and weir gates shall conform to the applicable requirements of ANSI/AWWA C513.

Except as modified or supplemented herein, actuators for stainless steel slide gates shall conform to the applicable requirements of ANSI/AWWA C561.

Except as modified or supplemented herein, actuators for composite slide gates shall conform to the applicable requirements of ANSI/AWWA C563.

1-2.02. Power Supply. Not used.

1-2.03. Marking. Each actuator shall be marked with the manufacturer's name, model number, and the country of origin. An identifying serial number shall be stamped on a corrosion-resistant plate attached to the actuator.

1-2.04. Temporary Number Plates. Each actuator shall be factory tagged or marked to identify the actuator and the applicable valve or gate by number or service as indicated in the valve or gate schedule.

1-3. SUBMITTALS. Complete drawings, details, and specifications covering the actuators and their appurtenances shall be submitted to Owner /Engineer by the Supplier. Submittal drawings shall clearly indicate the country of origin of each actuator and its components.

Submittal drawings shall include separate wiring diagrams for each controlled actuator and the electrical control equipment. Each actuator drawing shall be identified with the respective valve number or name.

For cylinder actuators, certified copies of reports covering proof-of-design testing of the actuators as set forth in Section 5 of ANSI/AWWA C541 or ANSI/AWWA C542 respectively, together with an affidavit of compliance as indicated in Section 6.3 of ANSI/AWWA C541 or ANSI/AWWA C542 respectively, shall be submitted to and approved by Owner/ Engineer before the actuators are shipped.

A Supplier Declarations Form shall be submitted that includes the name of the manufacturer of the valve and actuator as part of the bid submittal.

## PART 2 - PRODUCTS

### 2-1. PERFORMANCE AND DESIGN REQUIREMENTS.

2-1.01. General. Actuators and appurtenances shall be designed for the conditions and requirements as indicated in the respective valve and gate sections.

2-1.02. Valve Actuators. Each actuator shall be designed to open or close the valve under all operating conditions. Actuators shall be designed for the maximum pressure differential across the valve and maximum velocities through the valve where indicated in the respective valve schedules.

Valve actuators shall be provided and adjusted by the valve manufacturer. Actuator mounting arrangements and positions shall be included in submittal process to facilitate operation and maintenance and shall be determined by the valve manufacturer unless indicated otherwise by Owner\Engineer in writing.

When valves are to be buried, submerged, or installed in vaults; the actuators and accessories shall be sealed to prevent the entrance of water. The design water depth shall be as indicated in the respective valve schedules but not less than 20 feet.

2-1.03. Gate Actuators. Not used.

2-1.04. Limit Switches. Limit switches shall be provided as indicated in the valve and gate schedules.

For manual or cylinder type actuators, each limit switch shall be heavy duty type, with a cast NEMA Type 4 enclosure, a spring return roller lever, and four isolated contacts (two normally open and two normally closed) rated 10 amperes at 120 to 480 volts ac and 5 amperes at 125 volts dc. The switches shall be Allen Bradley "802T" or Square D "9007 Type C".

2-2. MATERIALS. Except as modified or supplemented herein, materials used in the manufacture of actuators shall conform to the requirements of the applicable governing standard(s).

2-3. VALVE MANUAL ACTUATORS.

2-3.01. General. Manual actuators of the types listed in the valve specifications or schedules shall be provided by the valve manufacturer.

Each valve shall be equipped with a manual actuator and shall be equipped with an operating handwheel. See the Valve Schedule for additional data.

The direction of rotation of the wheel, wrench nut, or lever to open the valve shall be to the left (counterclockwise). Each valve body or actuator shall have cast thereon the word "Open" and an arrow indicating the direction to open.



The housing of traveling-nut type actuators shall be fitted with a removable cover which shall permit inspection and maintenance of the operating mechanism without removing the actuator from the valve. Travel limiting devices shall be provided inside the actuator for the open and closed positions. Travel limiting stop nuts or collars installed on the reach rod of traveling-nut type operating mechanisms shall be field adjustable and shall be locked in position by means of a removable roll pin, cotter pin, or other positive locking device. The use of stop nuts or adjustable shaft collars which rely on clamping force or setscrews to prevent rotation of the nut or collar on the reach rod will not be acceptable.

Each actuator shall be designed so that shaft seal leakage cannot enter the actuator housing.

Valves for throttling service shall be equipped with an infinitely variable locking device or a totally enclosed gear actuator.

Actuators shall produce the required torque with a maximum pull of 80 lbs on the lever, handwheel, or chain. Actuator components shall withstand, without damage, a pull of 200 lbs. on the handwheel or chainwheel or an input of 300 foot-lbs. on the operating nut.

2-3.02. Handwheels. Handwheel diameters are listed in the Valve Schedule. Handwheels shall be constructed of solid material and shall not be tubing.

2-3.03. Chainwheels. Unless otherwise specified in the valve schedules, all valves with center lines more than 7'-6" above the floor shall be provided with chainwheels and operating chains. Each chainwheel operated valve shall be equipped with a chain guide which will permit rapid handling of the operating chain without "gagging" of the wheel and will also permit reasonable side pull on the chain. Suitable extensions shall be provided, if necessary, to prevent interference of the chain with adjacent piping or equipment. Operating chains shall be hot-dip galvanized or zinc plated carbon steel and shall be looped to extend to within 4 feet of the floor below the valve.

2-3.04. Levers. Levers shall be capable of being locked in at least five intermediate positions between fully open and fully closed. In any building or structure containing lever operated valves, at least two operating levers shall be provided for each size and type of lever operated valve.

2-3.05. Chain Levers. Suitable actuator extensions shall be provided, if necessary, to prevent interference of the chain with adjacent piping or equipment. Operating chains shall be hot-dip galvanized carbon steel and shall be looped to extend to within 4 feet of the floor below the valve.

2-3.06. Wrench Nuts. Unless otherwise specified in the valve schedules, wrench nuts shall be provided on all buried valves and on all valves that are to be operated through floor boxes. Unless otherwise directed by Owner, all wrench nuts shall comply with Section 4.4.13 of ANSI/AWWA C500. At least two operating keys shall be furnished for operation of the wrench nut operated valves.

2-3.07. Operating Stands. Operating stands shall be provided in the locations as indicated in the valve and gate schedules. Operating stands shall support the handwheel approximately 36 inches above the floor. A sleeve made from standard weight galvanized steel pipe shall be provided for the opening in the floor beneath each operating stand. When stems are 10 feet or longer, a suitable thrust bearing shall be provided in each operating stand to carry the weight of the extension stem.

2-3.08. Wall Brackets. Not Used.

2-4. GATE MANUAL ACTUATORS. Not used.

2-5. INTELLIGENT ELECTRIC ACTUATORS. Not used.

2-6. STANDARD ELECTRIC ACTUATORS. Not used.

2-7. HYDRAULIC CYLINDER ACTUATORS. Not used.

2-8. AIR CYLINDER ACTUATORS. Not used.

2-9. VANE TYPE PNEUMATIC ACTUATORS.

2-9.01. General. Vane type pneumatic actuators as listed in the Valve Schedule shall be provided for all valves by the valve manufacturer.

2-9.02. Vane Type Pneumatic Actuators. Vane type actuators shall be sized to provide a safety factor of 25% for open-close service and 50% for modulating service, shall be designed to provide satisfactory operation using dry, oil free instrument air at 80 psig pressure, and shall be shop tested at 225 psig.

Pneumatic vane type actuators shall be as manufactured by Kinetrol, Ltd. or K- Tork International, without exception.

Actuator shaft and vane shall be a single machined part. Vane lip seals shall be constructed by the dual opposed injection molded method. Stainless steel expanders

shall be fitted beneath the vane lip seals to ensure continual seal-to-case contact. All actuators shall be fitted with stainless steel threaded travel stops allowing adjustment at each end of actuator stroke.

Manufacturer shall provide all linkages, brackets, mounting accessories, and couplings required for a complete installation of the actuator to the valve. All components, except stainless steel, shall have the specified external coating.

2-9.03. Control Devices. When open-close service is specified in the respective valve schedule, a solenoid valve shall be provided to control the operation of each vane type pneumatic actuated valve. Each solenoid valve shall be a heavy-duty, single solenoid, two-position type rated for a differential operating air pressure as required. Each valve shall be designed and constructed for exceptionally long life, with forged brass body; poppet type seats and discs; continuous duty, molded, Class F coil; NEMA Type 4 solenoid enclosure; and 1/2 inch threaded conduit connection. Solenoid valves shall be rated for use with a power supply as indicated in the respective valve schedule and the air pressure specified herein and shall be ASCO series 8344 4-way pilot operated solenoid valves with manual override features. The Solenoid valve shall be unenergized while the valve it is controlling is in its normal state (Filtering).

Each air connection on each vane type actuator shall be equipped with an adjustable flow control valve. The flow control valves and connecting piping shall be arranged to permit control of the flow rate of exhaust air from the actuator and to permit independent adjustment and control of valve opening and closing speeds. Control valves shall be sized so that the time required for the vane to complete its stroke is adjustable between 20 and 120 seconds, with an air supply pressure of 80 psig. Flow control valves shall be manufactured from brass or stainless steel and shall be Parker Hannifin "Colorflow F Series" or Mead "Dyla-Trol".

As an alternative to a separately mounted solenoid valve and flow control valves, actuators for open-close service may be provided with solenoid valves having integral flow controls, that are directly mounted to the actuator body. Solenoids valves shall be provided with NEMA 4 enclosures, with manual override, and 1/2-inch threaded conduit connection. Solenoid valves shall be rated for use with a power supply as indicated in the respective valve schedule and the air pressure specified herein.

An externally mounted gauge manifold with gauges shall be provided on each actuator to monitor and display air supply pressure and actuator output pressure. Where specified for modulating service in the respective valve schedule, pneumatic vane type actuators shall be provided with an electro-pneumatic positioner provided by the actuator manufacturer.

Positioner shall have an output shaft to allow direct mounting to Manufacturer shall provide all linkages, brackets, mounting accessories, and couplings required for a complete installation of the actuator to the valve. All components, except stainless steel, shall have the specified external coating.

Where specified for modulating service in the respective valve schedule, pneumatic vane type actuators shall be provided with an electro-pneumatic positioner provided by the actuator manufacturer. Positioner shall have an output shaft to allow direct mounting to the actuator. The positioner shall accept a 4-20 mA control signal and a nominal 80 to 100 psig air supply. Steady state air consumption shall not exceed 0.5 scfm. Linearity of the actual valve position as compared to the control signal shall be within  $\pm 0.7$  percent of span. Repeatability and hysteresis of the valve position as compared to the control signal shall be  $\pm 0.7$  percent of span. Positioners shall have gauges for signal pressure and positioner output pressures. Positioner enclosures shall be NEMA 4X.

Each positioner shall provide a 4-20 mA dc analog position transmitter feedback output capable of driving an external load of 0 to 500 ohms and shall be directly coupled to the actuator mechanism. Linearity shall be  $\pm 2$  percent as compared to actual valve position. Repeatability and hysteresis shall be  $\pm 0.5$  percent of span.

Pneumatic air piping by the Manufacturer shall be 316SS tubing and configured as shown on page 38 FIG 1 -15180 - Typical Double Acting Pneumatic Actuator attached herein.

Each actuator shall be equipped with limit switches for electrical position feedback to the plant control system to indicate when the valve is in the opened and closed position.

2-9.04. Single Acting-Spring Return Pneumatic Vane Type Actuators. Not used.

2-9.05. Actuator Assembly. Each actuator shall be factory assembled with piping and all required accessories including solenoid valve, positioner, flow control valves, and other accessories required for a properly operating system.

2-9.06. Remote Vane Type Pneumatic Actuator Control Station. Not used

2-9.07. Extended Warranty. The pneumatic actuator manufacturer shall warrant the actuators against faulty or inadequate design, defective materials, defective workmanship, and improper assembly for a period of three years from the date of installation at the Peace River Facility.

2-10. AIR-OIL CYLINDER ACTUATORS. Not used

2-11. PORTABLE ELECTRIC ACTUATORS. Not used

2-12. PORTABLE HYDRAULIC ACTUATORS. Not used

2-13. ACTUATOR ACCESSORIES.

2-13.01. Extension Stems. Extension stems and stem guides shall be furnished when indicated in the respective valve schedules, or otherwise required for proper valve operation. Extension stems shall be of solid steel and shall be not smaller in diameter than the stem of the actuator shaft. Extension stems shall be connected to the actuator with a single Lovejoy "Type D" universal joint with grease-filled protective boot. All stem connections shall be pinned.

At least two stem guides shall be furnished with each extension stem. Stem guides shall be of cast iron, bronze bushed, and adjustable in two directions. Stem guide spacing shall not exceed 100 times the stem diameter or 10 feet, whichever is smaller. The top stem guide shall be designed to carry the weight of the extension stem. The extension stem shall be provided with a collar pinned to the stem and bearing against the stem thrust guide.

Extension stems for chemical resistant butterfly valves located in drainage sumps shall be the two-piece type with stainless steel stem, PVC housing, wall support, and collar. The length of the stem extension shall be as necessary to position the valve operator 12 inches above the maximum liquid level in the immediate area.

2-13.02. Position Indicators. Unless otherwise specified, each valve actuator shall be provided with a position indicator to display the position of the plug or disc relative to the body seat opening.

For quarter turn plug, ball, or cone type valves installed in interior locations, the indicating pointer shall be mounted on the outer end of the valve operating shaft extension and shall operate over an indicating scale on the operating mechanism cover. Where the shaft passes through the cover, a suitable stuffing box or other seal shall be provided to prevent the entrance of water.

Each actuator for butterfly valves, except where located in manholes, buried, or submerged, shall have a valve disc position indicator mounted on the end of the valve shaft. A disc position indicator shall also be provided on each operating stand, or the actuator mounted thereon.

2-13.02.01. Position Indicators for Buried Actuators. Not used.

2-13.03. Floor Boxes. Not used.

2-13.04. Torque Tubes. Not used.

2-13.05. Valve Boxes. Not used.

2-14. SPARE PARTS. Manufacturer recommended spare parts shall be provided.

2-15. SHOP PAINTING. All ferrous metal surfaces, except bearing and finished surfaces and stainless-steel components of valve actuators and accessories, shall be shop painted for corrosion protection. The valve manufacturer's standard coating will be acceptable, provided it is functionally equivalent to the specified coating and is compatible with the specified field painting. The materials used shall be of a material with UV resistant coating. Except as modified or supplemented herein, materials used in the manufacture of butterfly valves shall conform to the requirements of the governing standard, and per NSF-61 requirements.

Acceptable shop coatings are listed in the following table.

Epoxy For Raw or Treated Water Service in potable water facilities (NSF certified);

1. PPG Amercoat "Amerlock 400 High Solids Epoxy",
2. Carboline "Carboguard 891",
3. Sherwin-Williams "Macropoxy 646NSF"
4. Sherwin-Williams Diamond-Clad Clear Coat Urethane.
5. Tnemec "Series N140 Pota-Pox Plus".

Rust-Preventive Compound - As recommended by manufacturer.

### PART 3 - EXECUTION

3-1. INSTALLATION. Actuators will be installed on the valves in accordance with the AWWA Butterfly Valves section. All ports, thread holes or orifices not in use but that can collect rainwater shall be plugged and made watertight prior to shipping.

End of Section

**SECTION 01300**  
**SUBMITTALS PROCEDURES**

1. SHOP DRAWINGS AND ENGINEERING DATA.

1.01. General. Shop Drawings and engineering data (submittals) covering all equipment and all fabricated components shall be submitted to Owner/ Engineer for review, as required. Submittals shall include drawings and descriptive information in sufficient detail to show the kind, size, arrangement, and the operation of component materials and devices; the external connections, anchorages, and supports required; the performance characteristics; and dimensions needed for installation and correlation with other materials and equipment.

Each submittal shall cover items from only one section of the specification unless the item consists of components from several sources. Manufacturer shall submit a complete initial submittal including all components. When an item consists of components from several sources, Manufacturer's initial submittal shall be complete including all components.

All submittals, regardless of origin, shall be approved by Manufacturer and clearly identified with Purchase Order Manufacturer's name, and references to applicable specification paragraphs. Each copy of all submittals, regardless of origin, shall be stamped or affixed with an approval statement of Manufacturer. Each submittal shall indicate the intended use of the item in the Work. When catalog pages are submitted, applicable items shall be clearly identified, and inapplicable data crossed out. The current revision, issue number, and date shall be indicated on all drawings and other descriptive data.

Manufacturer shall be solely responsible for the completeness of each submittal. Manufacturer's stamp or affixed approval statement of a submittal as shown in Figure 1-15180 below, is a representation to Owner/Engineer that Manufacturer accepts sole responsibility for determining and verifying all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, and that Manufacturer has reviewed and coordinated each submittal with the requirements of the Specifications.

All deviations shall be identified as deviations on each submittal and shall be tabulated in Manufacturer's letter of transmittal using

Figure 2 - **Submittal Identification & Owner's Approval Statement** below. Such submittals shall, as pertinent to the deviation, indicate essential details of all changes proposed by Manufacturer (including modifications to other facilities that may be a result of the deviation) and all required piping and wiring diagrams.

The Manufacturer shall submit shop drawings in either hard copy or electronically. All submittals shall be made with the selected method, and the Manufacturer shall inform the Owner after award of the Contract, which method has been selected.

For electronic submittals, Drawings and the necessary data shall be submitted electronically to Owner as specified below. Submittal documents shall be in black and white unless color is required for the review of the submittal. All electronic files shall be in Portable Document Format (PDF) as generated by Adobe Acrobat Professional Version 7.0 or higher. The PDF file(s) shall be fully indexed using the Table of Contents, searchable with thumbnails generated.

PDF images must be at a readable resolution. For most documents, they should be scanned or generated at 300 dots per inch (dpi). Optical Character Recognition (OCR) capture must be performed on these images so that text can be searched, selected and copied from the generated PDF file. The PDF documents shall have a bookmark created in the navigation frame for each major entry ("Section" or "Chapter") in the Table of Contents. Thumbnails shall be generated for each page or graphic in the PDF file.

The opening view for each PDF document shall be as follows: Initial View:

Bookmarks and Page

Magnification: Fit In Window

The file shall open to the Manufacturer's transmittal letter, with bookmarks to the left. The first bookmark shall be linked to the Table of Contents.

PDF document properties shall include the submittal number for the document title and the Manufacturer's name for the author.

Electronic submittal file sizes shall be limited to ten (10) MB. When multiple files are required for a submittal the least number of files possible shall be created.

Facsimiles (fax) will not be acceptable. Owner will not accept submittals from anyone but Manufacturer. Submittals shall be consecutively numbered in direct sequence of submittal and without division by subcontracts or trades.

1.02. Owner/ Engineer's Review of Submittals. Owner/ Engineer's review of submittals covers only general conformity to the Specifications, external connections, and dimensions that affect the layout; it does not indicate thorough review of all dimensions, quantities, and details of the material, equipment, device, or item covered. Owner/Engineer's review shall not relieve Manufacturer of sole responsibility for errors,



omissions, or deviations in the drawings and data, nor of Manufacturer's sole responsibility for compliance.

Owner/Engineer's submittal review period shall be 21 consecutive calendar days and shall commence on the first calendar day following receipt of the submittal or resubmittal in Owner/Engineer's office. The time required to mail the submittal or resubmittal back to Manufacturer shall not be considered a part of the submittal review period.

When the drawings and data are returned with review status "NOT ACCEPTABLE" or "RETURNED FOR CORRECTION", the corrections shall be made as instructed by Owner. The corrected drawings and data shall be resubmitted by method selected. Resubmittals by facsimile will not be accepted. When the drawings and data are returned with review status "EXCEPTIONS NOTED", "NO EXCEPTIONS NOTED", or "RECORD COPY", no additional copies need be furnished unless specifically requested by Owner/Engineer.

1.03. Resubmittal of Drawings and Data. Manufacturer shall accept full responsibility for the completeness of each resubmittal. Manufacturer shall verify that all corrected data and additional information previously requested by Owner are provided on the resubmittal.

When corrected copies are resubmitted, Manufacturer shall direct specific attention to all revisions in writing and shall list separately any revisions made other than those called for by Engineer on previous submittals. Requirements specified for initial submittals shall also apply to resubmittals. Resubmittals shall bear the number of the first submittal followed by a letter (A, B, etc.) or a unique identification that indicates the initial submittal and correct sequence of each resubmittal.

Resubmittals shall be made within fourteen (14) days of the date of the letter returning the material to be modified or corrected, unless manufacturer submits the need for more than one resubmittal, or any other delay.

1.04. Color Selection. Manufacturer shall submit samples of colors and finishes for all accepted products before Owner/Engineer will coordinate the selection of colors and finishes with Owner. Manufacturer will provide the paint manufacturer and color number.

2. OPERATION AND MAINTENANCE DATA AND MANUALS. Adequate operation and maintenance information shall be supplied for all equipment requiring maintenance or other attention. The equipment Supplier shall prepare a project specific operation and maintenance manual for each type of equipment indicated in the individual equipment sections or the equipment schedule.

Parts lists and operating and maintenance instructions shall be furnished for other equipment not listed in the individual equipment sections or the equipment schedule.

Operation and maintenance manuals shall include the following:

- a. Equipment function, normal operating characteristics, and limiting conditions.
- b. Assembly, installation, alignment, adjustment, and checking instructions.
- c. Operating instructions for startup, routine and normal operation, regulation and control, shutdown, and emergency conditions.
- d. Lubrication and maintenance instructions.
- e. Guide to troubleshooting.
- f. Parts lists and predicted life of parts subject to wear.
- g. Recommended Spare parts list?
- h. Outline, cross section, and assembly drawings; engineering data; and wiring diagrams.
- i. Test data and performance curves, where applicable.

The operation and maintenance manuals shall be in addition to any instructions or parts lists packed with or attached to the equipment when delivered, or which may be required by Manufacturer.

Three hard copies and one electronic copy of each manual shall be submitted to Owner/Engineer prior to the date of shipment of the equipment. When the O&M manuals are returned with the review status "RETURNED FOR CORRECTION", the corrections shall be made as instructed by the Owner/Engineer, and two copies of the corrected portion(s) and one complete corrected copy of the O&M manual returned to the Owner/Engineer. After review by Owner/Engineer, is complete one hard copy and one electronic copy of each operation and maintenance manual shall be prepared and delivered to Owner/Engineer not later than fifteen (15) days following equipment delivery.

All material shall be marked with project identification, and inapplicable information shall be marked out or deleted.

Shipment of equipment will not be considered complete until all required manuals and data have been received.

2.01. Hard Copy Operation and Maintenance Manuals. Hard copies submitted for review shall be temporarily bound in heavy paper covers bearing suitable identification. All manuals and other data shall be printed on heavy, first quality 8-1/2 x 11-inch paper, with standard three-hole punching. Drawings and diagrams shall be reduced to 8-1/2 x 11 inches or 11 x 17 inches. Where reduction is not practicable, larger drawings shall be folded separately and placed in envelopes, which are bound into the manuals. Each envelope shall be suitably identified on the outside. Each volume containing data for three or more items of equipment shall include a table of contents and index tabs. The final hard copy of each manual shall be prepared and delivered in substantial, permanent, three-ring or three-post binders with a table of contents and suitable index tabs.

2.02. Electronic Operation and Maintenance Manuals. Electronic manuals shall be in Adobe Acrobat's Portable Document Format (PDF) and shall be prepared at a resolution between 300 and 600 dots per inch (dpi), depending on document type. Optical Character Recognition (OCR) capture shall be performed on these documents. OCR settings shall be performed with the "original image with hidden text" option in Adobe Acrobat Exchange.

File size shall be limited to 10 MB. When multiple files are required the least number of files possible shall be created. File names shall be in the format OMXXXXX-YYYZ-V.pdf, where XXXXX is the five-digit number corresponding to the specification section, YYY is a three-digit O&M manual number, e.g. 001, Z is the letter signifying a resubmittal, A, B, C, etc., and V is a number used only when more than one 10 MB file is required for an O&M manual.

2.03. Labeling. As a minimum, the following information shall be included on all final O&M manual materials, flash drives, and hard copy manuals:

Equipment name and/or O&M title spelled out in complete words.

Project Name.

Authority Project/Purchase Order Number.

Specification Section Number. Example: "Section 15500" Manufacturer's name.

File Name and Date.

For example:

Backwash Pump Operation and Maintenance Manual Somewhere Plant Expansion

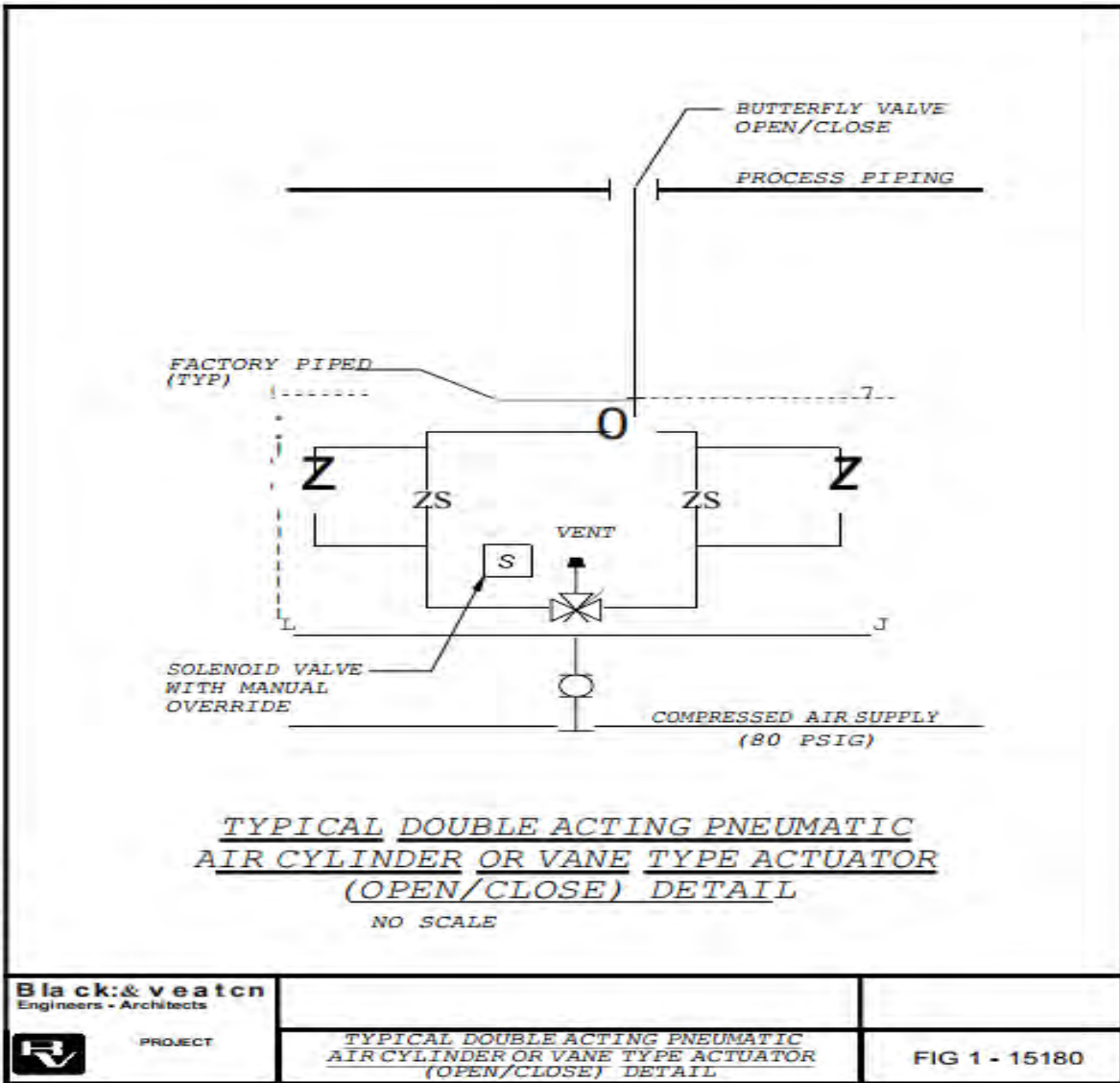
Purchase Order No. \_\_\_\_\_ Specification Section 11110 Manufacturer

OM11110-001.pdf, 5/05/07

End of Section

Figure 1.

7



A 6000  
1/2" = 1'-0"

Figure 2.

SUBMITTAL No. \_\_\_\_\_

SECTION \_\_\_\_\_

Do not combine multiple sections together  
unless required by specifications.

(Manufacturers Letterhead)

**SUBMITTAL IDENTIFICATION & OWNERS APPROVAL STATEMENT**

DATE: \_\_\_\_\_ COPIES \_\_\_\_\_ DRAWING SHEET NO. \_\_\_\_\_

Description submittal contents: \_\_\_\_\_

Location: \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Subcontractor or Supplier (Optional): \_\_\_\_\_

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**DEVIATIONS**

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*August 3, 2022*

**CONSENT AGENDA**  
**ITEM 8**

**Work Order to Hazen and Sawyer for Peace River Reservoir Algae Characterization Study**

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**Recommended Action -**

**Motion** to authorize the Executive Director to approve a Work Order to Hazen and Sawyer for a Reservoir Algae Characterization Study with a not-to-exceed cost of \$204,980.

Algae in Reservoirs 1 and 2 are controlled, as needed, through copper sulfate application. Powdered activated carbon (PAC) is fed in the treatment process and adjusted based on influent 2-Methylisoborneol (MIB) and geosmin concentrations. Geosmin and MIB are naturally occurring compounds that are not harmful at levels present in drinking water but can produce a musty, earthy smell and taste that can cause aesthetic water quality concerns. As part of its routine water quality monitoring program the Authority has observed substantial increases in the magnitude and duration of MIB and geosmin events in both reservoirs. To date, these elevated concentrations have been treated through increased use of PAC. MIB and geosmin removal via PAC has been successful, however, PAC feed capacity is limited, and extensive PAC use significantly increases operational costs.

The purpose of this work order is to characterize the seasonal occurrence of algae/cyanobacteria and respective secondary metabolites, to identify contributing factors, and recommend appropriate response strategies. This scope includes a historical data review, reservoir water monitoring plan development and implementation, observational data management and visualization system development, an on-demand algaecide efficacy study, and recommendations for proactive measures actions that could be implemented to decrease the magnitude and duration of MIB and geosmin events.

This work is proposed to be conducted by Hazen and Sawyer through the Authority's library of professional consultants. Staff recommends the Board authorize the Executive Director to approve a Work Order to Hazen and Sawyer, Inc. for the Reservoir Algae Characterization Plan for a not-to-exceed cost of \$204,980 which includes a \$40,000 Owners Allowance should out-of-scope work be needed.

**Budget Action** – No action needed.

**Attachments:**

Work Order Scope of Services for Reservoir Algae Characterization Plan

## Peace River Manasota Regional Water Supply Authority

### Reservoir Algae Characterization Plan

#### Scope of Services (FINAL 6/28/2022)

## INTRODUCTION

Hazen and Sawyer (Hazen) has been selected as one of Peace River Manasota Regional Water Supply Authority's (the Authority's) general services consultants in accordance with the Agreement for Consulting Engineering Service (AGREEMENT) dated September 30, 2020. Professional services performed under this scope of services will be performed in accordance with applicable conditions set forth in that AGREEMENT.

The Authority partners with its wholesale customers to provide drinking water to a population of approximately one million people. To fulfill this mission, the Authority withdraws surface water from the Peace River for storage in its reservoir system, which includes two aboveground reservoirs with a combined storage capacity of 6.5 billion gallons. Reservoir water is treated at the Peace River Facility (PRF). Finished drinking water from the PRF is delivered to customers or directed to the aquifer storage and recovery (ASR) system for recharge and later use. The ASR system has a design, usable storage capacity of 6.3 billion gallons.

The quality of finished drinking water from the PRF is controlled via river water withdrawal decisions, reservoir management, and treatment. This task specifically pertains to the aesthetic quality (i.e., taste and odor) of finished drinking water, the management of which begins in the reservoir. The Authority's bubble plume mixing and oxygenation system in Reservoir No. 1 and Reservoir No. 2 is designed to increase the dissolved oxygen concentrations near the sediments and promote water movement throughout the reservoir. Oxygenated conditions near the sediments reduce the formation of anoxic compounds in the sediment that can support algae growth; vertical water mixing forces algae out of the photic zone. Reservoir water quality is sampled monthly at numerous locations and depths as an early warning for stratification and potential algae blooms. Weekly samples from both reservoirs and finished water are also collected by operations for 2-Methylisoborneol (MIB) and geosmin analyses during peak times of the year. Algae are controlled, as needed, through copper sulfate application to the reservoirs. Powdered activated carbon (PAC) is fed in the treatment process and adjusted based on influent MIB and geosmin concentrations.

The Authority has recently observed substantial increases in the magnitude and duration of high-concentration MIB and geosmin events in both Reservoir No. 1 and Reservoir No. 2, with Reservoir No. 1 experiencing increased event durations relative to Reservoir No. 2. The Authority has addressed these elevated MIB and geosmin concentrations with increased PAC use. MIB and geosmin removal via PAC has been largely successful; however, extensive PAC use adversely impacts operational costs (PAC cost, residuals management costs, reduced filter run times), and the Authority is subject to a limited PAC feed capacity.

Accordingly, Authority staff have begun some proactive activities to further prevent algae proliferation in the reservoir system, such as strategic vegetation removal from Reservoir No. 1 embankments and stored water level adjustments. However, these additional efforts have resulted in limited success with respect to source water MIB and geosmin concentrations.

**The purpose of this scope of services is to characterize the seasonal occurrence of algae/cyanobacteria and respective secondary metabolites, and to identify contributing factors to challenging events and appropriate response strategies.** This scope includes a historical data review, reservoir water monitoring plan development, observational data management and visualization system development, and an optional on-demand algaecide efficacy study. The monitoring plan will be developed to capture the source water quality variability between Reservoirs No. 1 and No. 2 due to physical and operational differences.

## **A. SCOPE OF SERVICES**

### **Task 1 – Project Management**

This task will involve overall project management by Hazen, as well as coordination with the Authority.

#### ***Task 1.1 – Kickoff Meeting***

Hazen will lead an in-person kickoff meeting with Authority staff. The purpose of the kickoff meeting is to discuss task objectives, scope, data requests, and deliverables. Hazen will submit a draft data request prior to the meeting, as well as an inventory of data has already been received to date. Hazen will share its understanding of the Authority's existing algae management strategy, including preventative measures, reactive measures, triggers for action, and products used. Hazen will prepare an agenda and distribute meeting minutes from the kickoff meeting.

#### ***Task 1.2 – Budget Management, Schedule Management, and Project Coordination***

This subtask includes managing the budget, schedule, and invoicing throughout the duration of the project. Hazen will coordinate with the Authority's Project Manager throughout the project for the 15-month project duration via meetings, email, and virtual/phone conversations to respond to questions, provide project updates, and discuss project requirements. Hazen will prepare and update a schedule which will incorporate all proposed tasks.

### **Task 2 – Historical Data and Equipment Review**

#### ***Task 2.1 – Historical Data Review***

Hazen will perform a data review of available historical monitoring data, which is relevant to the development and implementation of the Reservoir Algae Characterization Plan, including bathymetry, topography of watershed, flow data, water temperature, pH, DO, algae enumerations, nutrients (N and P), and secondary metabolites (e.g., MIB, geosmin). The purpose of the data review is to gain an understanding of the source water system and to delineate intra- and inter-seasonal trends. The analysis of the Authority's data will identify key physiochemical and biological trends that can drive the short-term management decisions and the design of long-term management strategies.

Hazen will also review all past algaecide treatment records, algaecide application SOPs, and other SOPs for algae management. Hazen will review information or documentation summarizing how the Authority has determined when to treat the reservoir in the past.



### ***Task 2.2 – Equipment and Capability Audit***

Hazen will perform a one-day site visit and audit of available equipment owned by the Authority (e.g., boats, *in-situ* monitoring equipment, samplers) to determine if any additional equipment and/or training are needed to implement the monitoring plan developed in Task 3. Authority staff will also be interviewed to confirm understanding of algae management strategies, triggers for action, and specific chemicals in use. Information obtained from this audit, including a site visit and review of requested information, will also be incorporated into data review interpretations. It is important to account for equipment and quantification methods in the data review as it contains vital information about the precision, accuracy, and quality of data. This information will also convey the likelihood of the data being representative of *in-situ* biotic conditions.

Major findings and recommendations from the historical data review and audit will be documented for inclusion as a section in the Task 5 Technical Memorandum.

## **Task 3 – Reservoir Algae Characterization Plan and Implementation Support**

### ***Task 3.1 – Field Sampling and Data Collection***

Hazen will develop and execute a sampling plan based on Task 2 findings. This field work is a one-time effort that will be used to enhance the foundational understanding of system dynamics, complementary on-going monitoring, and optimize the Reservoir Algae Characterization Plan.

Sediment and water samples will be collected from within the reservoirs. Sediment samples will be collected using a NLA gravity corer or Ponar system. The water samples will be collected with a bullet sampler at the sediment-water interface and upper portion of the water column.

Five days of Hazen staff time is estimated to collect and prepare the samples from the reservoirs. Sediment and water samples will be prepared by Hazen staff and delivered to a local contract laboratory for analysis. Results will be analyzed as received from the laboratories (anticipated 3-week turnaround time) and incorporated into Task 2 findings. Prior to any field work, a draft sampling plan will be shared with the Authority for discussion in a virtual meeting. Feedback from the Authority will be incorporated into the sampling plan for finalization prior to Hazen's arrival onsite.

### ***Task 3.2 – Draft Algae Characterization Plan***

Hazen will develop a draft Reservoir Algae Characterization Plan based on findings from Task 2. The plan will consist of the necessary monitoring metrics, monitoring stations, frequency of monitoring, equipment calibration, and sampling protocols. A heightened monitoring plan will be included when elevated cyanobacteria/growth is observed; monitoring will also be prescribed following the application of an algae management strategy.

Hazen will develop a template for logging monitoring data to facilitate management decisions and monthly data review updates (Task 4).

For this task, the Algae Characterization Plan will cover approximately one calendar year. The Plan will include proposed sample frequencies, analytes, costs, and

responsible parties (e.g., self-performed monitoring activity by the Authority, Hazen analyses, or third-party laboratory analyses). The Plan will also include proposed operational practices to put in place within the study period if certain events are not triggered by hydrologic conditions (e.g., ASR recovery and discharge to Reservoir No. 2). Authority staff will be responsible for all monitoring activities as identified in the Plan and delivery of samples to third party laboratories, as needed. Authority staff will also collect and ship samples to Hazen's Columbus office for algae/cyanobacteria population and characterization analyses throughout the year (i.e., phytoplankton enumerations; phytoplankton and zooplankton qualitative scans). The Authority will have an opportunity to modify and approve the Plan at the Draft Reservoir Algae Characterization Plan Review Meeting. The Authority will be responsible for all costs resulting from analytical services performed by the Authority's contract laboratory. If algae characterization analyses require any services that cannot be performed by the contract laboratory and/or Hazen's Columbus office, those analytical costs will be covered under Task 7, Owner's Allowance, with approval from the Authority.

### ***Task 3.3 – Draft Reservoir Algae Characterization Plan Review Meeting***

Hazen will meet in-person with Authority staff to review the draft Reservoir Algae Characterization Plan and data collection template. Hazen will receive comments from Authority staff and will incorporate relevant comments into the final Plan and data template.

### ***Task 3.4 – Final Algae Characterization Plan and Training***

Upon receipt of comments from the Authority and discussion at the review meeting, Hazen will prepare the final Algae Characterization Plan. Final documents will be electronically submitted to the Authority in native file format.

Once the Plan is finalized, Hazen will provide up to one in-person (4 hours) and two virtual (2 hours each) training sessions to necessary personnel on any new sampling protocols, equipment, and/or analytical methods. Training will be provided in-person with relevant presentation materials and demonstration equipment, as needed.

## **Task 4 – Data Management and Visualization**

### ***Task 4.1 – Data Management Schema***

Hazen will develop a data schema for monitoring data to facilitate management decisions and monthly data review updates. The schema will accommodate measurements of all types that are characterized in the Plan. A data logging template will be shared with Authority staff prior to the Draft Reservoir Algae Characterization Plan Review Meeting and finalized along with the Plan.

The template will be distributed as a Microsoft Excel file. Hazen will review data with Authority staff monthly and/or as needed based on source water conditions. Up to twelve (12) data review conference calls are assumed.

### ***Task 4.2– Draft Data Visualization Dashboard***

Hazen will develop a draft data viewer to facilitate the collective review of measurements made during the Reservoir Algae Characterization Plan. The data viewer will rely on the

data logging template that will be updated throughout the sampling plan. The dashboard will allow users to review all raw measurements and statistical summaries of data collected during the Plan. The draft data viewer will be shared with Authority staff during the Draft Reservoir Algae Characterization Plan meeting. Authority staff will have the opportunity to provide one round of feedback on the draft prior to finalization.

### ***Task 4.3 – Final Data Visualization Dashboard***

Hazen will complete the draft data viewer following feedback from Authority staff collected following the Draft Reservoir Algae Characterization Plan meeting. Hazen will make aesthetic and basic functionality enhancements consistent with Authority feedback, however, data visualizations in this scope will be limited to displays of raw measurements and summary statistics.

The data viewer will be a dashboard created in Microsoft Power BI, which is accessible to anyone with a Microsoft 365 license.

## **Task 5 – Technical Memorandum**

### ***Task 5.1 – Draft Technical Memorandum***

The draft Technical Memorandum will summarize the historical data review from Task 2 and the monitoring activities and findings from Task 3. Additionally, the draft Technical Memorandum will include recommendations for further evaluating the feasibility and performance of various operational and/or treatment decisions to improve algae management based on findings. The draft Technical Memorandum will be electronically submitted to Authority staff in native file format for review and comment.

### ***Task 5.2 – Draft Technical Memorandum Review Meeting***

Hazen will meet with Authority staff to review the draft Technical Memorandum. Hazen will receive comments from Authority staff and incorporate relevant comments into the final Technical Memorandum.

### ***Task 5.3 – Final Technical Memorandum***

Upon receipt of comments from the Authority and discussion at the review meeting, Hazen will prepare the final Technical Memorandum. Final documents will be electronically submitted to the Authority for approval before completion of the project.

## **Task 6 (Optional) – Desktop and Bench-scale Comparison of Algaecides**

If authorized by the Authority, Hazen will perform a desktop evaluation of alternative algaecide products and/or treatments based on Peace River reservoir water quality, demonstrated success in similar systems, and cost implications. Planning-level capital and operational cost estimates will be prepared for recommended alternative algaecides for further evaluation.

The performance of up to four (4) short-listed alternative algaecides at two concentrations each will be compared at the bench-scale in terms of species-specific algae toxicity and secondary impacts to water quality. Bench-scale tests will be separately conducted on water and algae collected from Reservoir No. 1 and No. 2 to account for reservoir-specific characteristics. Depending on the algae concentration in reservoir water at the time of sampling, a

phytoplankton sampler may be used to collect and physically concentrate the algae for control over the test water concentration. The genera-based composition of the algae population at baseline, day 2, day 7, and day 14 will be visually determined using a microscope for each test condition. The viability of cells will be determined based on cell lysis. Extracellular metabolites (e.g., MIB, geosmin, microcystin) may be included in the experimental plan depending on the identified species in Tasks 2 and 3.

The experimental plan, results, and recommendations from the desktop and bench-scale comparison of algaecides will be detailed in a document that will serve as an attachment to the Technical Memorandum in Task 5.

## **Task 7 – Owner’s Allowance**

This task includes optional, as-needed on-call support from Hazen staff. Support is inclusive of additional conference calls, in person-meetings, field work, analytical services outside the Authority’s contract laboratory, additional monitoring recommendation developments, and/or vendor communications that may be warranted in response to observed water quality events and/or Authority action (e.g., the Authority opts to conduct a short-term trial of an alternative algaecide).

## **B. DELIVERABLES**

### **Task 1 Deliverables**

- Monthly invoices and status reports
- Project schedule
- Kickoff meeting agenda and minutes

### **Task 2 Deliverables**

- Data/information request
- Summary of data/information received (from previous tasks and this task)
- Draft and final summary of findings from historical data review and equipment audit; will be package as a Section in the Task 5 Technical Memorandum

### **Task 3 Deliverables**

- Draft and final Reservoir Algae Characterization Plan
- Draft Reservoir Algae Characterization Plan Review Meeting agenda and minutes
- Monitoring plan cost estimates
- Monthly monitoring plan data summaries and meeting minutes

### **Task 4 Deliverables**

- Data schema and template for data collected under the Plan
- Data logging template
- Draft and final Microsoft Power BI data viewer

### **Task 5 Deliverables**

- Draft Technical Memorandum Review Meeting agenda and minutes
- Draft and final Technical Memorandum

### Task 6 Deliverables

- (Optional) Bench-scale testing plan with analytical cost estimates
- (Optional) Draft and final summary document to serve as Task 5 TM attachment

### Task 7 Deliverables

- NA

## C. ASSUMPTIONS

- Authority will provide available historical reservoir water quality and operational data.
- Authority will perform assigned monitoring activities in finalized Reservoir Water Monitoring Plan.
- Authority will pay for all analytical costs, including shipping and analytical work to be conducted by a third-party laboratory. The only analytical fees included in Section E compensation is that associated with the performance of analytical work at the Hazen laboratory in Columbus, Ohio and/or other laboratories that are not under contract with the Authority. The Authority will be responsible for shipment costs to the Hazen laboratory in Columbus, Ohio.
- Authority will accompany Hazen staff at site visits.
- Authority will provide Hazen with access to the site for reservoir water and algae sampling.
- Hazen will not perform any alternative operational and/or treatment activities to assess the associated impact on algae, aside from those activities described in Optional Task 6.

## D. SCHEDULE

The table below provides a task-by-task schedule relative to when a notice to proceed (NTP) is received.

Task	Completion Time after NTP
Task 1 – Project Management	15 months
Task 2 – Historical Data and Equipment Review	3 months
Task 3 – Reservoir Algae Characterization Plan Development and Implementation Support	6 months
Task 4 – Data Management and Visualization	9 months
Task 5 – Technical Memorandum	12 months
Task 6 (Optional) – Desktop and Bench-scale Comparison of Algaecides	TBD (optional task)
Task 7 – Owner’s Allowance	15 months

## E. COMPENSATION

The Authority agrees to compensate Hazen for Tasks 1 through 5 on a lump sum (LS) basis with a not-to-exceed fee of \$156,120, as provided for in Section 6 of the AGREEMENT. The Authority shall compensate Hazen for Tasks 6 and 7 on a Time and Materials (T&M) basis with a not-to-exceed fee of \$48,860. Tasks 6 and 7 shall only be used with prior written approval by the Authority.

If additional work is required that exceeds the total amount specified in this assignment, an addendum will be provided and subject to approval by the Authority prior to proceeding with the requested work. Progress payments will be due and payable monthly and shall identify personnel, hours worked, hourly rate, and personnel classification. Compensation breakdown by task is as follows:

<b>Task</b>	<b>Basis</b>	<b>Compensation</b>
Task 1 – Project Management	LS	\$22,280
Task 2 – Historical Data and Equipment Review	LS	\$31,020
Task 3 – Reservoir Algae Characterization Plan Development and Implementation Support	LS	\$53,920
Task 4 – Data Management and Visualization	LS	\$13,730
Task 5 – Technical Memorandum	LS	\$35,170
Task 6 (Optional) – Desktop and Bench-scale Comparison of Algaecides	T&M	\$8,860
Task 7 – Owner’s Allowance	T&M	\$40,000
	<b>Total</b>	<b>\$204,980</b>

The Authority’s Executive Director is authorized to adjust task item amounts and reallocate funds between tasks if such adjustment does not result in an increase to the total fee amount. The above budgeted task amounts are not to be exceeded without prior written approval of the Authority.

### **End of Scope of Work**

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*August 3, 2022*

**CONSENT AGENDA**  
**ITEM 9**

**Annual Regulatory Plan 2022 - 2023**

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**Recommended Action -** **Motion** to approve the ‘Annual Regulatory Plan 2022 - 2023’.

Section 120.74(1), Florida Statutes, requires “State Agencies” to prepare an ‘Annual Regulatory Plan’ that includes a listing of each law enacted or amended during the previous 12-months that creates or modifies the authority of that agency, whether the agency must adopt or revise a rule to implement the new law, and whether the agency intends to adopt or revise a rule to implement an existing law. The regulatory plan must also include any desired update to the prior year’s regulatory plan. The Authority’s General Counsel has reviewed the legislation enacted during the 2022 Legislative Session and has determined that rulemaking is not necessary. In addition, since the Authority currently does not have any adopted rules, there is no inconsistency between the Authority’s rulemaking authority and the laws implemented. Upon approval by the Board of Directors, the law requires certification by the Chairman and General Counsel as well as newspaper publication and posting on the Authority’s website.

**Budget Action** – No action required

**Attachments:**

Annual Regulatory Plan 2022 – 2023

2022-2023 REGULATORY PLAN  
OF  
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

A. RULEMAKING TO IMPLEMENT NEW LAWS

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

Chapter 2022-89, Laws of Florida	Statewide Flooding and Sea Level Rise Resilience
Chapter 2022-103, Laws of Florida	Legal Notices
Chapter 2022-159, Laws of Florida	State-Administered Retirement Systems
Chapter 2022-221, Laws of Florida	Public Records and Public Meetings/Cybersecurity

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

B. OTHER RULEMAKING

List each law not otherwise listed under A., which the Peace River Manasota Regional Water Supply Authority expects to implement by rulemaking before July 1, 2023, except emergency rulemaking: None.

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

No update or supplement of any prior year's regulatory plan is needed.

D. CERTIFICATIONS

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

As Chairman of the Board of Directors, I certify that I have reviewed the Peace River Manasota Regional Water Supply Authority's 2022-2023 Regulatory Plan and that the Peace River Manasota Regional Water Supply Authority regularly reviews all of its rules. As of August 3, 2022, the Peace River Manasota Regional Water Supply Authority reviewed all of its rules and determined that they remain consistent with the agency's rulemaking authority and the law implemented.

\_\_\_\_\_  
Commissioner Alan Maio  
Chairman

Date: \_\_\_\_\_

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



As General Counsel to the Peace River Manasota Regional Water Supply Authority, I certify that I have reviewed the Peace River Manasota Regional Water Supply Authority's 2022-2023 Regulatory Plan and that the Peace River Manasota Regional Water Supply Authority regularly reviews all of its rules. As of August 3, 2022, the Peace River Manasota Regional Water Supply Authority reviewed all of its rules and determined that they remain consistent with the agency's rulemaking authority and the law implemented.

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Douglas Manson  
General Counsel

Date: \_\_\_\_\_

[Notice to be published in FAR after Board action]

Peace River Manasota Regional Water Supply Authority

Notice of Publication of 2022-2023 Regulatory Plan

NOTICE IS HEREBY GIVEN that on August 3, 2022, the Peace River Manasota Regional Water Supply Authority published its 2022-2023 Regulatory Plan on the Peace River Manasota Regional Water Supply Authority's website. The Regulatory Plan is available on the Authority's website at: [www.Regionalwater.org](http://www.Regionalwater.org)

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*August 3, 2022*

**CONSENT AGENDA**  
**ITEM 10**

**First Amendment to Interlocal Agreement for Regional Integrated Loop System Phase 3C Interconnect Between the Peace River Manasota Regional Water Supply Authority and Sarasota County**

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**Recommended Action -**

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

On April 6, 2022 the Authority Board approved Interlocal Agreements with Sarasota County and Charlotte County for the Phase 3C and 2B Regional Interconnects respectively. Language in the agreements relating to future connection and allocation of hydraulic capacity in the pipelines by parties who did not originally participate in the projects was different between the Interlocal Agreements. The language in the Interlocal with Charlotte County (Section 10) included use of a future value based on construction costs increases as the basis for future connection and hydraulic capacity charges. The Sarasota County Interlocal (Section 10) included a depreciated value (50-year service life) as the basis for future connections and hydraulic capacity. Additionally, the Charlotte Agreement requires future connection and hydraulic capacity charges to be applied to reduce the pipeline project debt regardless of whether the hydraulic capacity is sold by the Authority or the participating Customer (Charlotte in that case). The Sarasota Agreement provides this debt paydown option only if Sarasota County were to sell part of its hydraulic capacity.

Sarasota County has expressed interest in amending their interlocal to be consistent with the methodology established in the Charlotte County Interlocal. Staff recommends approval of the first amendment to the Interlocal Agreement between the Authority and Sarasota County for the Phase 3C Regional Interconnect revising the language to be consistent with that in the Charlotte Interlocal. The revised Agreement will go to the Sarasota BOCC for approval.

**Budget Action** – No action needed

**Attachments:**

Tab A Interlocal Agreement showing proposed changes (red-line)

Tab B Revised final Interlocal Agreement (clean)

**TAB A**  
**Interlocal Agreement showing proposed changes (red-line)**

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

THIS Interlocal Agreement for Regional Integrated Loop System Phase 3C Interconnect (“Agreement”) is entered into by and between the Peace River Manasota Regional Water Supply Authority (“Authority”), an independent special district created and existing pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes, acting by and through its governing Board of Directors; and Sarasota County (“Sarasota”), a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, which has the authority to provide water utility service within Sarasota County.

RECITALS:

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, in consideration of the above stated Recitals, mutual covenants and

obligations contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

**8. AUTHORITY FUNDING AND HYDRAULIC CAPACITY ENTITLEMENT.** Funding by the Authority will include the monies for the Project that the



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

Deleted: the Authority

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

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

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

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

**Deleted:** Capacity

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

**Deleted:** h

**Deleted:** Initial Capacity Fee shall be calculated based on the depreciated value of the pipeline using a 50-year service life, and paid to party or parties that supply the Hydraulic Capacity in whole or in part on a pro-rata basis on the percentage supplied by Sarasota or the Authority. See Spreadsheet Example at Exhibit 4 for methodology.

## 11. REAL PROPERTY AND EASEMENTS.

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

**Deleted:** Once a Customer purchases Hydraulic Capacity Entitlement, the Customer becomes responsible for paying its pro-rata percentage of the annual debt service for the remaining Debt Term of the Project.

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

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

11.3.1 Construction Easements. Sarasota shall grant the necessary construction easements to the Authority to allow for the construction of the Project at no cost to the Authority. The Authority shall provide in the contracts with all contractors for the Project, that in addition to the

Authority, Sarasota shall have the authority to issue a stop work demand if a construction activity endangers, interferes or damages existing Sarasota facilities along the Project route.

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

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

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

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

modify, clarify and revise the Operational Protocol upon mutual agreement of both parties.

**14. COMPLETION DATE.** The Authority shall make all reasonable efforts to complete the Project no later than March 1, 2025.

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

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

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

Any notices hereunder signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer or employee.

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

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

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

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

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

**25. WAIVER.** Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair

such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by any party and thereafter waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressed or impliedly, any other breach under this Agreement.

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

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

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

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

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

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

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

**33. GOOD FAITH.** The parties agree to exercise good faith and fair dealing in respect to all matters relating to this Agreement.

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

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

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

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

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

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



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

\_\_\_\_\_, 2022.

ATTEST:

PEACE RIVER MANASOTA REGIONAL  
WATER SUPPLY AUTHORITY

\_\_\_\_\_  
Mike Coates  
Executive Director

\_\_\_\_\_  
Chair

Approved as to Form:

Date: \_\_\_\_\_

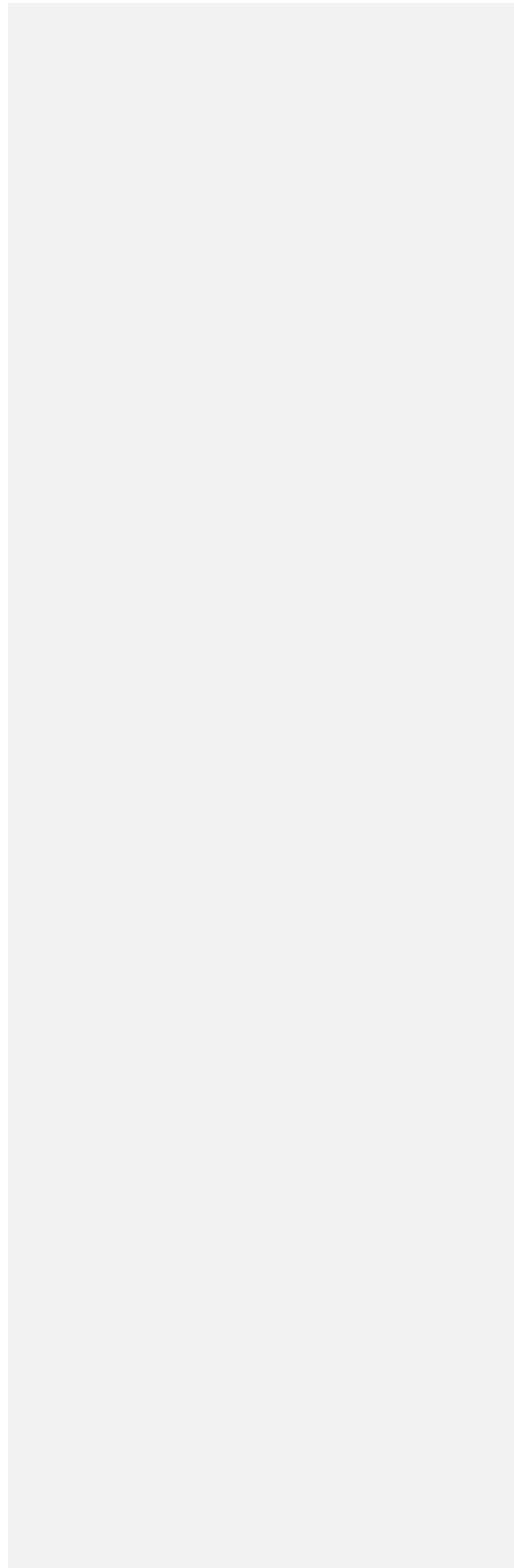
\_\_\_\_\_  
Douglas Manson  
General Counsel for the Authority

STATE OF FLORIDA  
COUNTY OF

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

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2022.

Notary Public  
Print Name: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_



BOARD OF COUNTY COMMISSIONERS  
OF SARASOTA COUNTY, FLORIDA

ATTEST:

By: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_ Chair

Date: \_\_\_\_\_

Approved as to form and correctness:

\_\_\_\_\_  
County Attorney

STATE OF FLORIDA  
COUNTY OF

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

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_ day of \_\_\_\_\_, 2022.

Notary Public  
Print Name: \_\_\_\_\_  
My Commission Number:

EXHIBIT 1  
Project Location & Conceptual Pipeline Alignment



## EXHIBIT 2

### General Description of Project Components

- a) Pipeline: Approximately 10 miles of 42-inch to 48-inch diameter pipe which begins near the northern end of the existing Phase 3B Regional Interconnect with Sarasota County near SR 72, then extending generally north to the approximate vicinity of the intersection of Fruitville and Lorraine Roads where it will terminate at a new delivery location (yet to be defined) with the County.
- b) Pumping and Storage: New 10 MGD (initial capacity) regional pumping station, with 2 MG to 5 MG finished water storage located near the northern end of the Phase 3C Regional Interconnect.
- c) Appurtenances: Metering facilities, chemical adjustment, telemetry, back-up power supply and other appurtenances as deemed appropriate to make the project fully functional for water transfer and delivery.
- d) Delivery of Potable Water: A high degree of flexibility to enable delivery of required supply and support future extension/expansion of the regional system.

EXHIBIT 3  
 Estimated Project Costs

<b>Item</b>	<b>Total Project Cost</b>	<b>Sarasota Funding</b>	<b>SWFWMD Co-Funding</b>
Probable Costs Subject to SWFWMD Co-Funding			
42" and 48" Diameter Pipeline	\$35,620,000	\$17,810,000	\$17,810,000
5MG Finished Water Storage tank	\$5,428,000	\$2,714,000	\$2,714,000
Pumping Station & Ancillary	\$6,933,000	\$3,466,500	\$3,466,500
Subtotal Engineering & Construction	\$47,981,000	\$23,990,500	\$23,990,500
Contingency	\$11,995,250	\$5,997,625	\$5,997,625
Total Engineering & Construction	\$59,976,250	\$29,988,125	\$29,988,125
Probable Costs Not Subject to SWFWMD Funding			
Property & Easements	\$4,000,000	\$4,000,000	
Legal & Other	\$400,000	\$400,000	

**TAB B**  
**Revised final revised Interlocal Agreement (clean)**

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

THIS Interlocal Agreement for Regional Integrated Loop System Phase 3C Interconnect (“Agreement”) is entered into by and between the Peace River Manasota Regional Water Supply Authority (“Authority”), an independent special district created and existing pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes, acting by and through its governing Board of Directors; and Sarasota County (“Sarasota”), a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, which has the authority to provide water utility service within Sarasota County.

RECITALS:

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, in consideration of the above stated Recitals, mutual covenants and



obligations contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

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

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

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

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

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

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

5. **DESIGN AND CONSTRUCTION OF THE PROJECT/WATER DELIVERY.** The Project shall be capable of supplying Sarasota potable water at an adequate flow and water pressure to meet Sarasota's water needs as may be deemed appropriate and as

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

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

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

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

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

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endangers, interferes or damages existing Sarasota facilities along the Project route.

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

shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer or employee.

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

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

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

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

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

**25. WAIVER.** Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time

to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by any party and thereafter waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressed or impliedly, any other breach under this Agreement.

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

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

**28. DISPUTES.** Both parties agree to follow the directives of the “Florida



Governmental Conflict Resolution Act,” Chapter 164, Florida Statutes.

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

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

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

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

**33. GOOD FAITH.** The parties agree to exercise good faith and fair dealing in respect to all matters relating to this Agreement.

**34. SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure

to the benefit of the respective successors, permitted assigns, administrators and trustees of the Authority and Sarasota.

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

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

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

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

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

**IN WITNESS WHEREOF**, the Authority and Sarasota have executed this Agreement on \_\_\_\_\_, 2022.

ATTEST:

PEACE RIVER MANASOTA REGIONAL  
WATER SUPPLY AUTHORITY

\_\_\_\_\_  
Mike Coates  
Executive Director

\_\_\_\_\_  
Chair

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Douglas Manson  
General Counsel for the Authority

STATE OF FLORIDA  
COUNTY OF

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

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2022.

Notary Public  
Print Name: \_\_\_\_\_  
My Commission Number:

BOARD OF COUNTY COMMISSIONERS  
OF SARASOTA COUNTY, FLORIDA

ATTEST:

By: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Chair

Date: \_\_\_\_\_

Approved as to form and correctness:

\_\_\_\_\_  
County Attorney

STATE OF FLORIDA  
COUNTY OF

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

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2022.

Notary Public  
Print Name: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_

# EXHIBIT 1 Project Location & Conceptual Pipeline Alignment



## EXHIBIT 2

### General Description of Project Components

- a) Pipeline: Approximately 10 miles of 42-inch to 48-inch diameter pipe which begins near the northern end of the existing Phase 3B Regional Interconnect with Sarasota County near SR 72, then extending generally north to the approximate vicinity of the intersection of Fruitville and Lorraine Roads where it will terminate at a new delivery location (yet to be defined) with the County.
- b) Pumping and Storage: New 10 MGD (initial capacity) regional pumping station, with 2 MG to 5 MG finished water storage located near the northern end of the Phase 3C Regional Interconnect.
- c) Appurtenances: Metering facilities, chemical adjustment, telemetry, back-up power supply and other appurtenances as deemed appropriate to make the project fully functional for water transfer and delivery.
- d) Delivery of Potable Water: A high degree of flexibility to enable delivery of required supply and support future extension/expansion of the regional system.

EXHIBIT 3  
Estimated Project Costs

<b>Item</b>	<b>Total Project Cost</b>	<b>Sarasota Funding</b>	<b>SWFWMD Co-Funding</b>
Probable Costs Subject to SWFWMD Co-Funding			
42" and 48" Diameter Pipeline	\$35,620,000	\$17,810,000	\$17,810,000
5MG Finished Water Storage tank	\$5,428,000	\$2,714,000	\$2,714,000
Pumping Station & Ancillary	\$6,933,000	\$3,466,500	\$3,466,500
Subtotal Engineering & Construction	\$47,981,000	\$23,990,500	\$23,990,500
Contingency	\$11,995,250	\$5,997,625	\$5,997,625
Total Engineering & Construction	\$59,976,250	\$29,988,125	\$29,988,125
Probable Costs Not Subject to SWFWMD Funding			
Property & Easements	\$4,000,000	\$4,000,000	
Legal & Other	\$400,000	\$400,000	

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*August 3, 2022*

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

**Water Supply Conditions**

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**Presenter -** Richard Anderson, Director of Operations

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

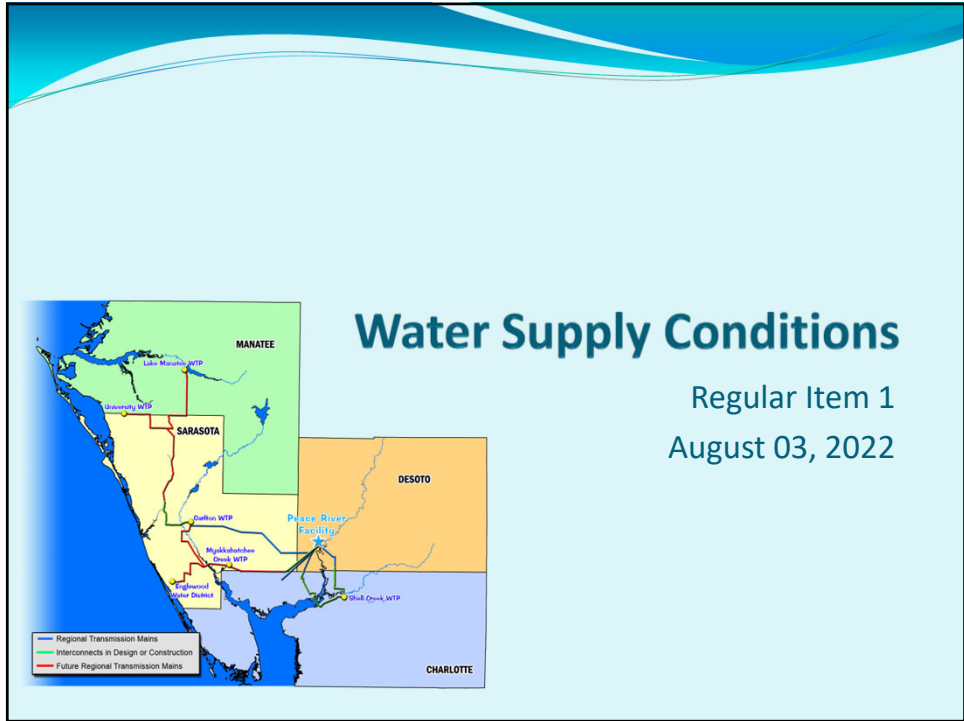
Water Supply Conditions at the Peace River Facility as of July 15, 2022.

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

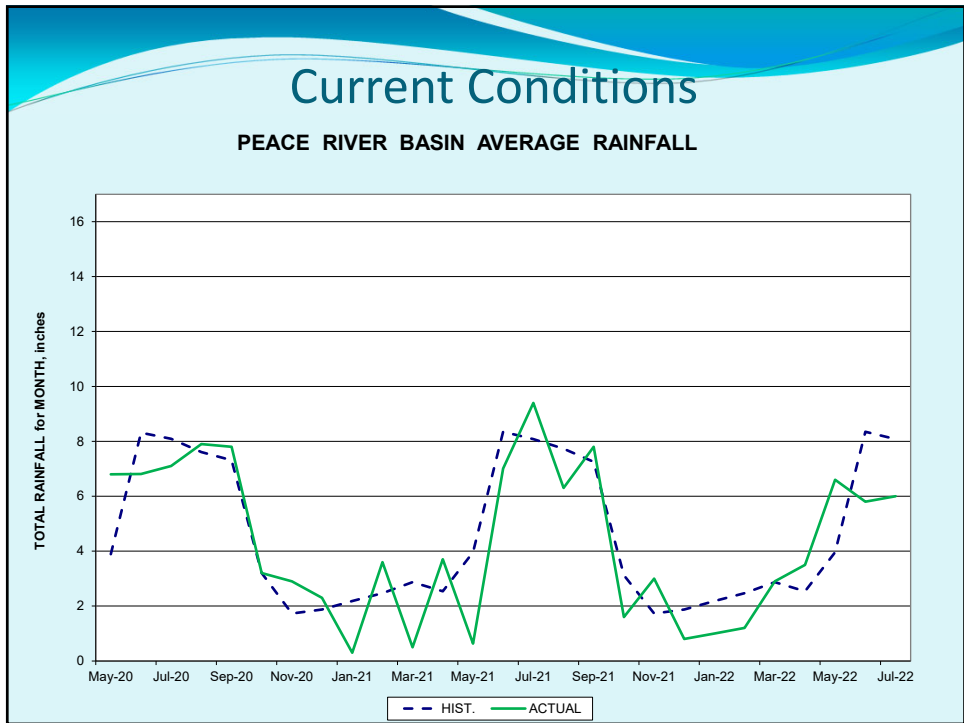
July Water Demand	27.00 MGD
July River Withdrawals	58.6 MGD
<u>Storage Volume:</u>	
Reservoirs	4.78 BG
ASR	<u>7.91 BG</u>
Total	12.69 BG

**Attachments:**  
Presentation Materials

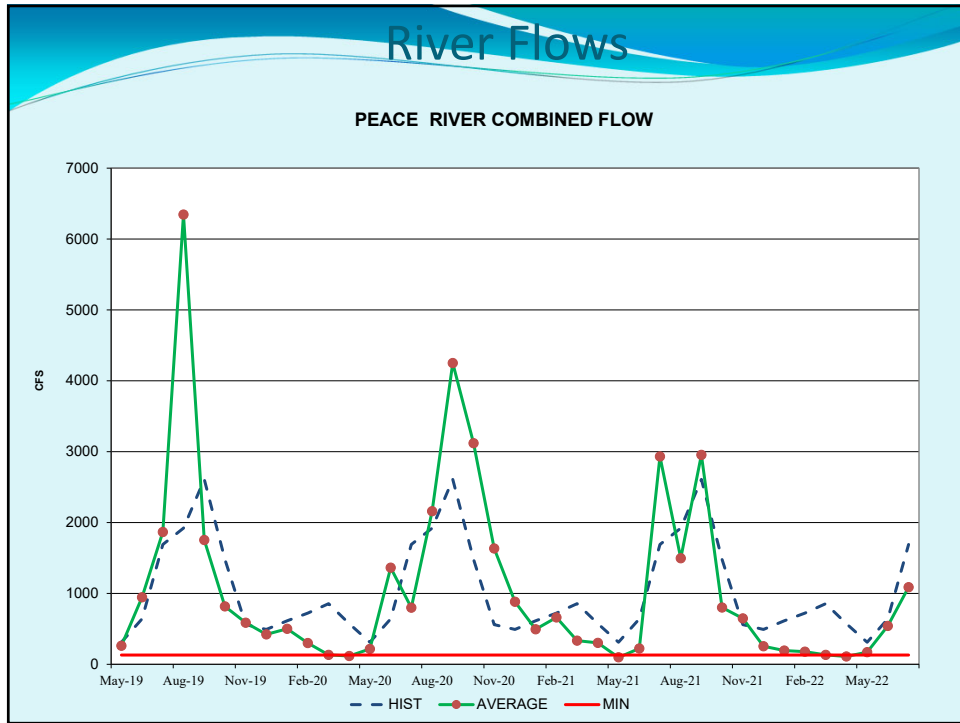




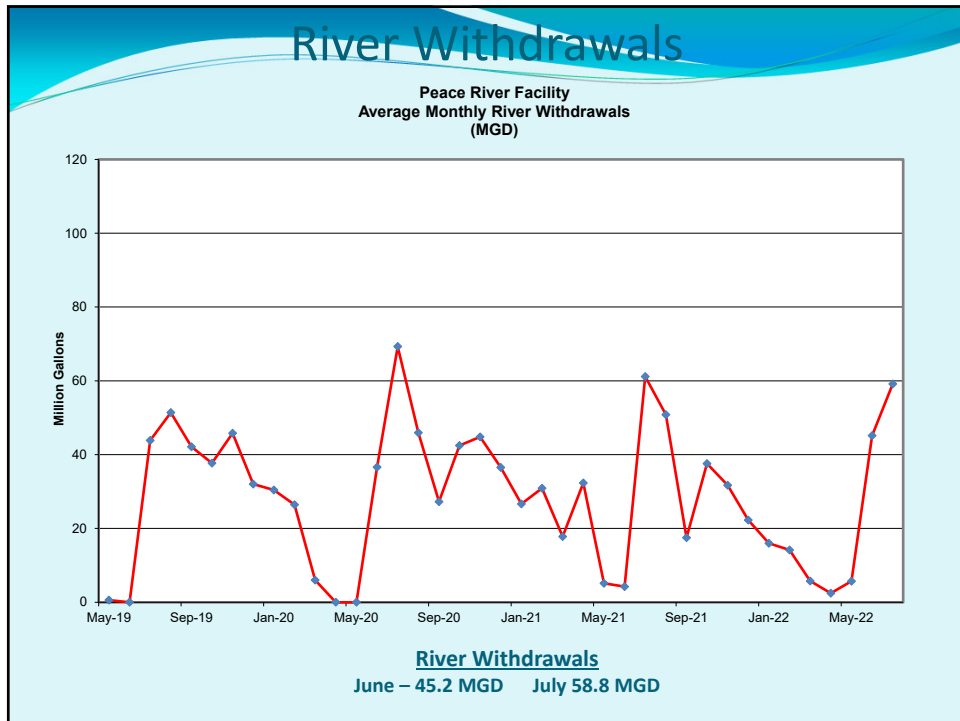
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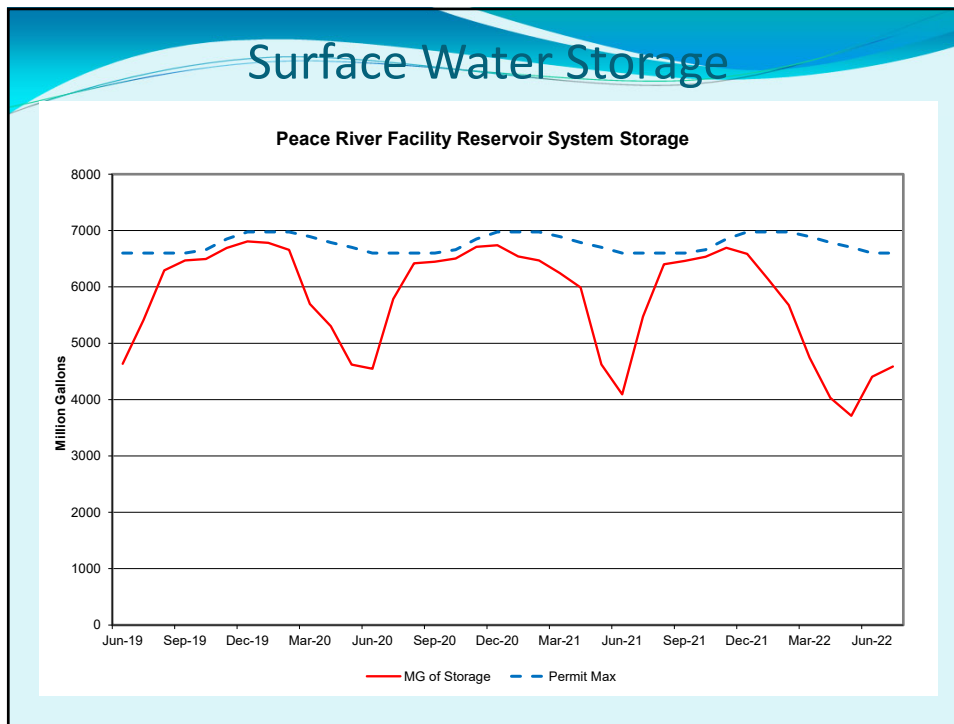


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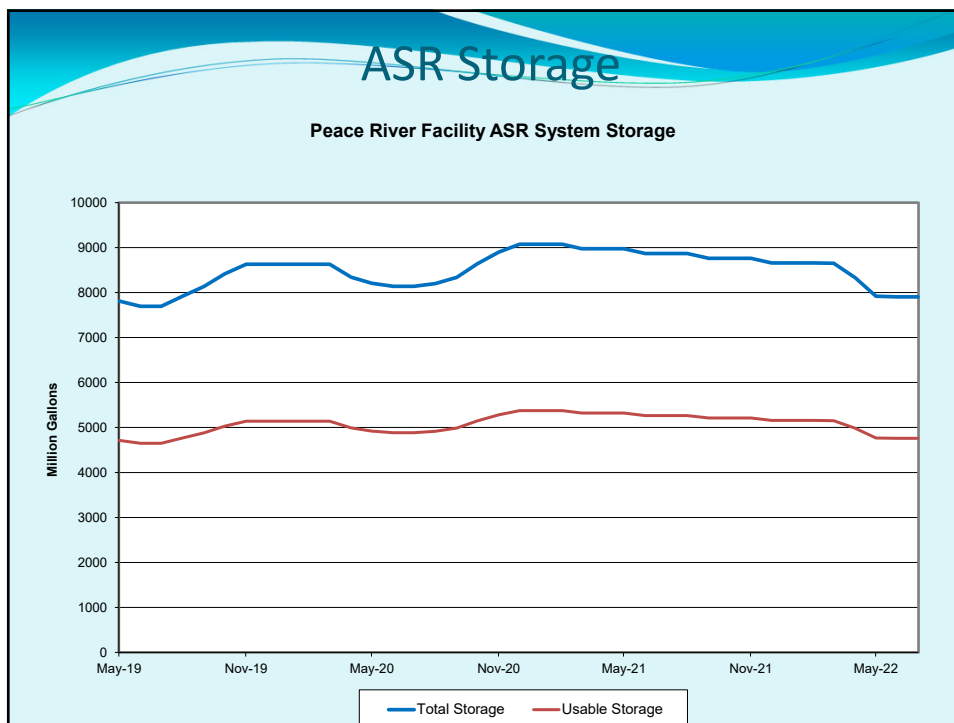
4

# Surface Water Storage

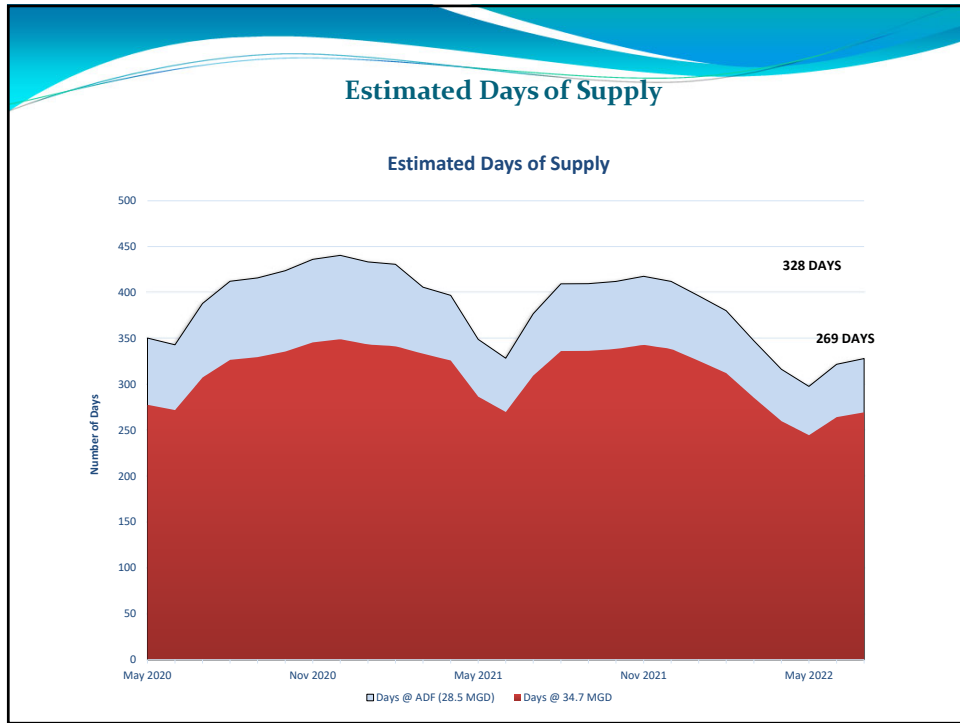


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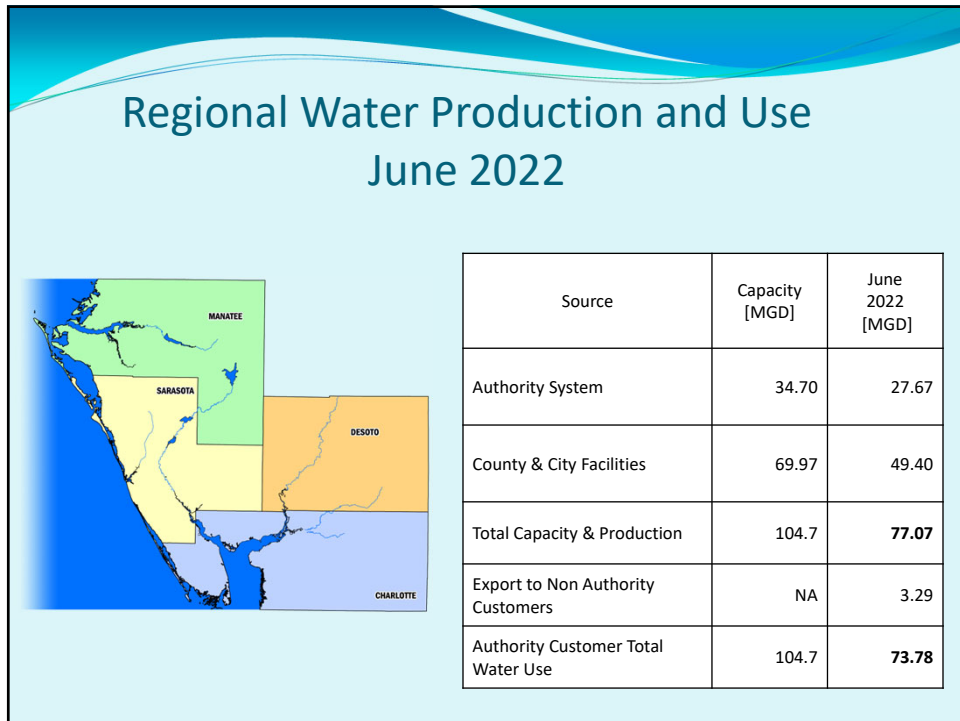
# ASR Storage



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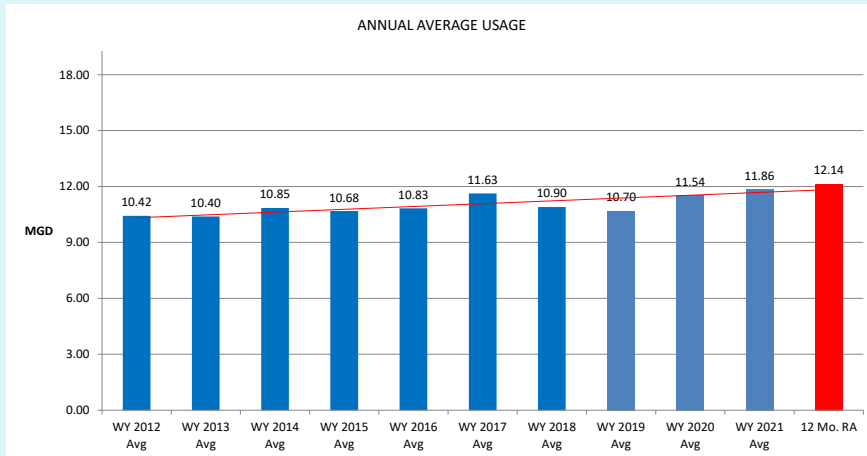
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## Charlotte County

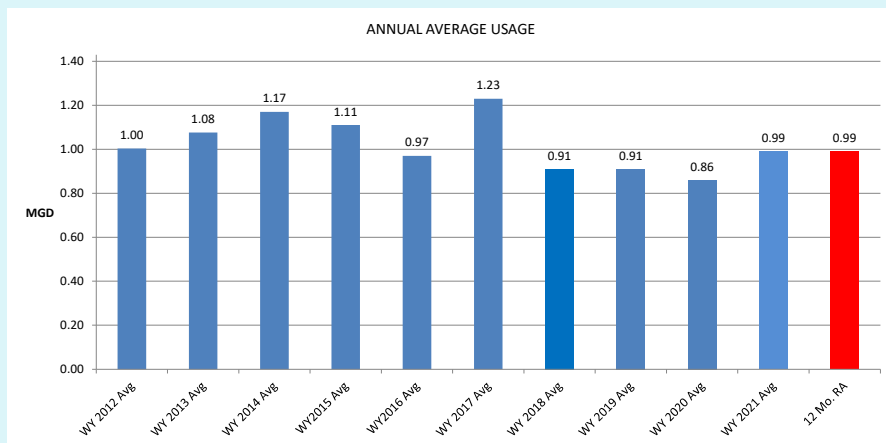
SOURCE	CAPACITY [MGD]	JUNE 2022 [MGD]	% UTILIZED
Peace River Facilities	16.10	11.08	69%
Charlotte Self Supply	3.17	0.43	13.6%
<b>TOTAL</b>	<b>19.27</b>	<b>11.51</b>	<b>59.7%</b>



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## Desoto County

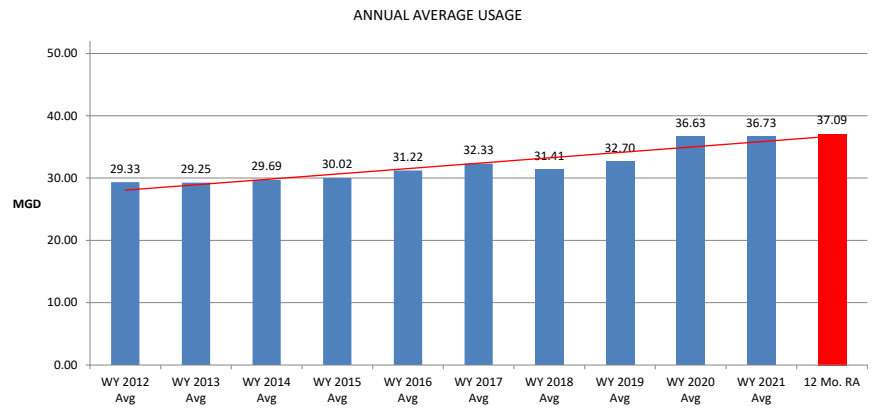
SOURCE	CAPACITY [MGD]	JUNE 2022 [MGD]	% UTILIZED
Peace River Facilities	0.695	0.66	95%
Desoto Self Supply	0.75	0.42	56%
<b>TOTAL</b>	<b>1.425</b>	<b>1.08</b>	<b>76%</b>



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## Manatee County

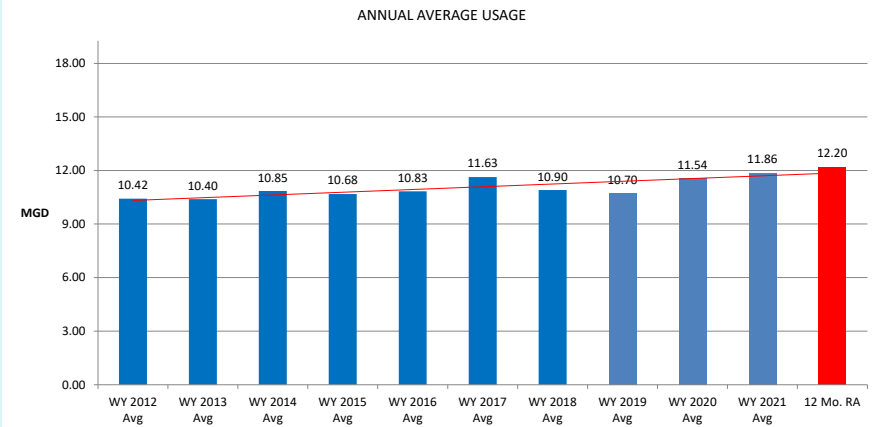
SOURCE	CAPACITY [MGD]	JUNE 2022 [MGD]	% UTILIZED
Manatee Self Supply	52.00	36.70	70.5%
Export to Sarasota Co.	NA	4.24	
Export to Others	NA	3.29	
<b>TOTAL</b>	<b>52.00</b>	<b>44.23</b>	<b>85%</b>



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## Sarasota County

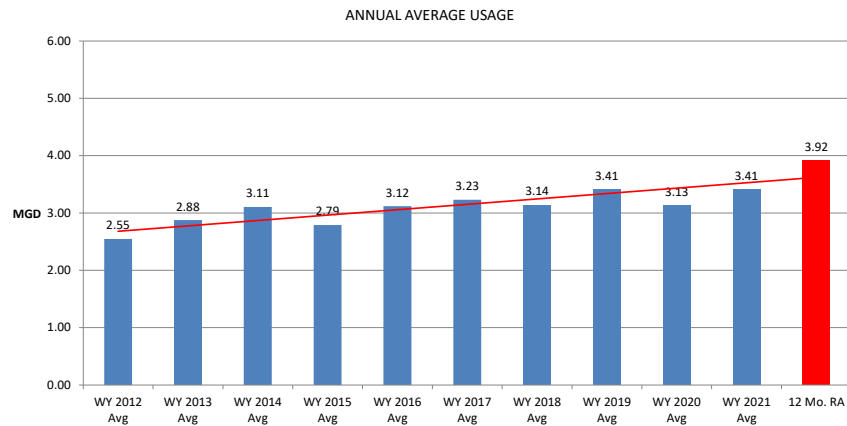
SOURCE	CAPACITY [MGD]	JUNE 2022 [MGD]	% UTILIZED
Peace River Facilities	15.06	13.52	89.8%
Import from Others	5.00	4.11	82%
County Self Supply	10.52	2.80	27%
<b>TOTAL</b>	<b>33.58</b>	<b>20.43</b>	<b>61%</b>



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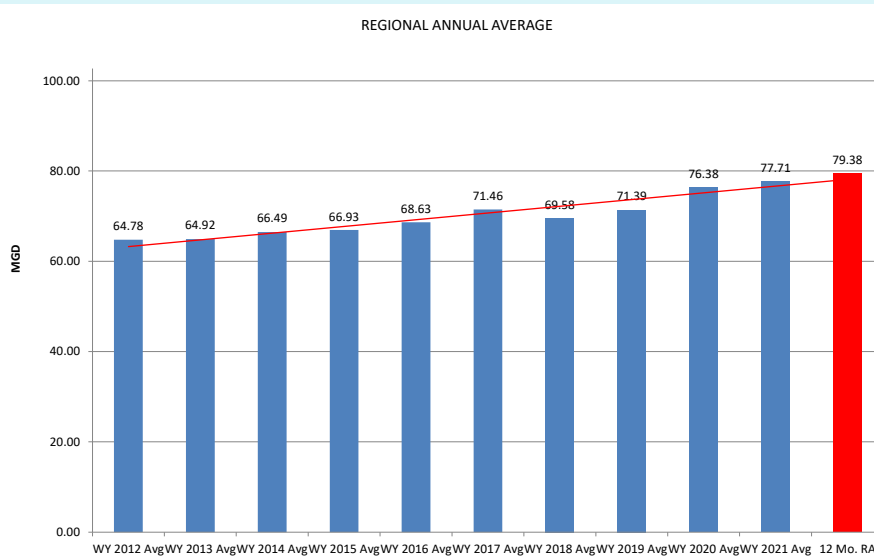
## North Port

SOURCE	CAPACITY [MGD]	JUNE 2022 (MGD)	% UTILIZED
Peace River Facilities	2.865	2.41	84%
North Port Self Supply	3.30	1.52	50%
Water Exchanged	N/A	0.13	
<b>TOTAL</b>	<b>6.165</b>	<b>4.06</b>	<b>66%</b>

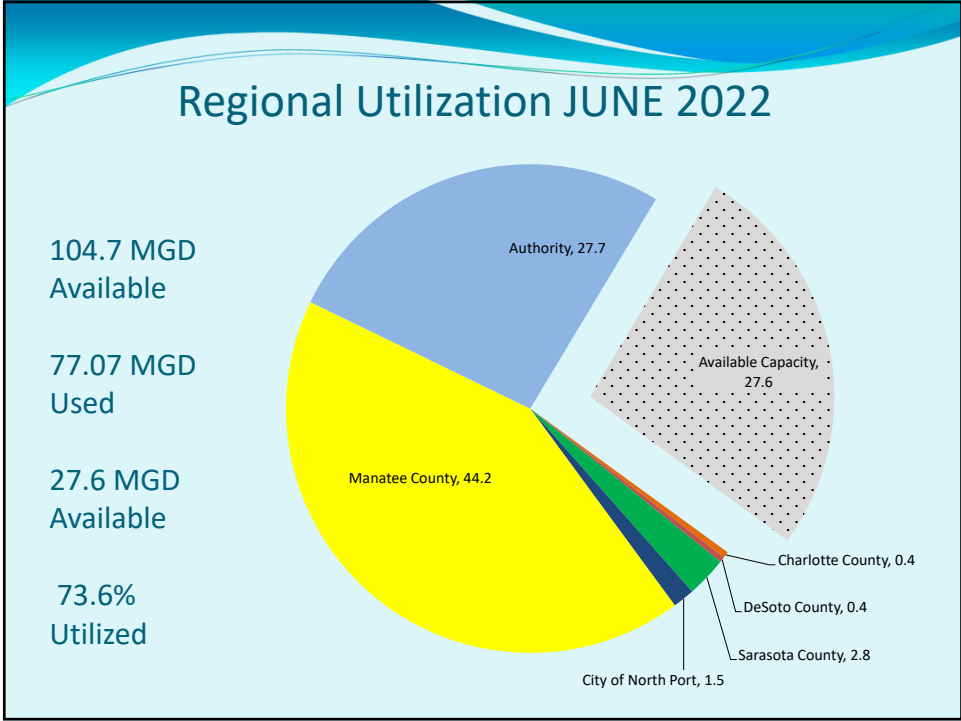


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## Regional Demand



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**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*August 3, 2022*

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

**Southwest Florida Water Management District**  
**FY 2024 Cooperative Funding Initiative Applications**

---

**Presenter -** Terri Holcomb, PE, Director of Engineering

**Recommended Action -** **Motion** to authorize submittal of the Authority’s FY 2024 Cooperative Funding Initiative Applications to the Southwest Florida Water Management District for six regional projects and approve recommended project cooperative funding ranking.

FY 2024 Cooperative Funding Initiative applications for the Southwest Florida Water Management Districts (SWFWMD) are due October 7, 2022. Six (6) Authority projects are proposed for submittal requesting a minimum of 50% funding of eligible costs for each project. SWFWMD policy requires that an applicant provide a funding order ranking if more than one project is submitted in a funding year. The recommended project ranking is shown in the table below.

Rank	Project	Estimated Project Cost
1	Peace River Reservoir No. 3 Project – Final Design and Construction	\$335,650,000
2	Regional Integrated Loop System Phase 3C Interconnect – Design-Build	\$59,000,000
3	Regional Integrated Loop System Phase 2B Interconnect – Design-Build	\$70,271,000
4	Integrated Regional Water Supply Master Plan 2025	\$700,000
5	Partially Treated Surface Water Aquifer Storage and Recovery	\$22,228,000
6	Regional Reclaimed Water Supply System – Feasibility Study	\$400,000

**Budget Action –** No action needed

**Attachments**

Tab A Presentation Materials

Tab B FY 2024 Cooperative Funding Initiative Applications – Project Descriptions and Location Map

**TAB A**  
**Presentation Materials**



**Southwest Florida Water  
Management District FY 2024  
Cooperative Funding Initiative  
Applications**  
Regular Agenda Item 2

August 3, 2022



1



- 01 Program Overview**
- 02 Proposed Projects and Estimated FY24 Funding Requests**
- 03 Overview of individual Projects**
- 04 Cooperative Funding Schedule**

2



## 01 Program Overview

02 Proposed Projects and Estimated FY24 Funding Requests

03 Overview of individual Projects

04 Cooperative Funding Schedule

3



**The District's Cooperative Funding Initiative program allows local governments to share costs for projects that assist in creating sustainable water resources.**

**Southwest Florida  
Water Management District**  
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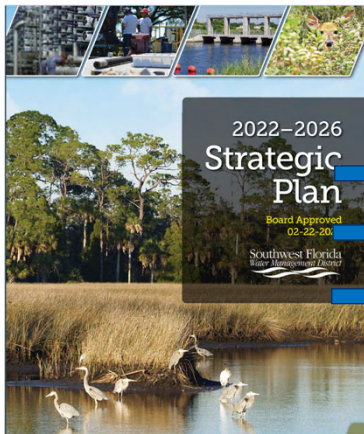


# Historical Benefits to Authority and members from District Cooperative Funding Program

Project	Overall Cost	Authority Fees	Other	SWFWMD
1991 Acquisition and Prior Studies/Planning	\$35,839,440	\$33,000,000		\$2,839,440
ASR Study & Plant Expansion	\$1,990,000			\$1,990,000
PRO	\$43,981,193	\$22,981,193		\$21,000,000
REP (Reservoir & WTF)	\$167,192,854	\$75,534,217	\$34,495,211	\$57,163,426
Phase 1A Interconnect	\$19,925,762	\$8,253,432	\$5,000,000	\$6,672,330
Phase 2 Interconnect	\$17,138,264	\$10,425,255	\$166,031	\$6,546,978
Phase 3A Interconnect	\$31,726,652	\$18,000,000	\$166,031	\$13,560,621
Phase 1 Interconnect	\$12,000,000	\$0	\$6,000,000	\$6,000,000
Phase 3B Interconnect	\$16,700,000	\$8,100,000	\$500,000	\$8,100,000
Phase 2B/2C Interconnect	\$3,400,000	\$1,700,000		\$1,700,000
Phase 3C/3C Ext. Interconnect	\$5,600,000	\$2,800,000		\$2,800,000
Reservoir No. 3 (PR3)	\$8,500,000	\$2,624,500	\$2,001,000	\$2,624,500
Misc. Studies/Master Plans/Projects	\$13,535,000	\$5,425,366	\$2,100,000	\$6,009,634
	\$377,529,165	\$188,843,963	\$50,428,273	\$137,006,929

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## Projects Align with SWFWMD Priorities and Objectives



### Regional Priorities and Objectives

#### Southern Region - SWUCA Recovery

**PROBLEM:** Implement SWUCA Recovery Strategy

**OBJECTIVES:**

- Advance regional efforts to coordinate and align SWUCA recovery efforts
- Advance the SWUCA recovery strategy to ensure the SWUCA recovery strategy is implemented in a coordinated and timely manner
- Advance the SWUCA recovery strategy to ensure the SWUCA recovery strategy is implemented in a coordinated and timely manner
- Advance the SWUCA recovery strategy to ensure the SWUCA recovery strategy is implemented in a coordinated and timely manner

**PROBLEM:** Through fiscal year 2021, the District has implemented SWUCA for 45 water bodies in the SWUCA and implementation of the District's SWUCA recovery strategy is ongoing. The District is currently implementing the SWUCA recovery strategy for 45 water bodies in the SWUCA and implementation of the District's SWUCA recovery strategy is ongoing. The District is currently implementing the SWUCA recovery strategy for 45 water bodies in the SWUCA and implementation of the District's SWUCA recovery strategy is ongoing.

**OBJECTIVES:**

- Advance the SWUCA recovery strategy to ensure the SWUCA recovery strategy is implemented in a coordinated and timely manner
- Advance the SWUCA recovery strategy to ensure the SWUCA recovery strategy is implemented in a coordinated and timely manner
- Advance the SWUCA recovery strategy to ensure the SWUCA recovery strategy is implemented in a coordinated and timely manner
- Advance the SWUCA recovery strategy to ensure the SWUCA recovery strategy is implemented in a coordinated and timely manner

- Assist the Peace River Manasota Regional Water Supply Authority in the development of 21 mgd of alternative supply sources
- Maximize public supply interconnects
- Increase the percentage of total water use supplied by alternative sources

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- 01 Program Overview
- 02 Proposed Projects and Estimated FY24 Funding Requests**
- 03 Overview of individual Projects
- 04 Cooperative Funding Schedule

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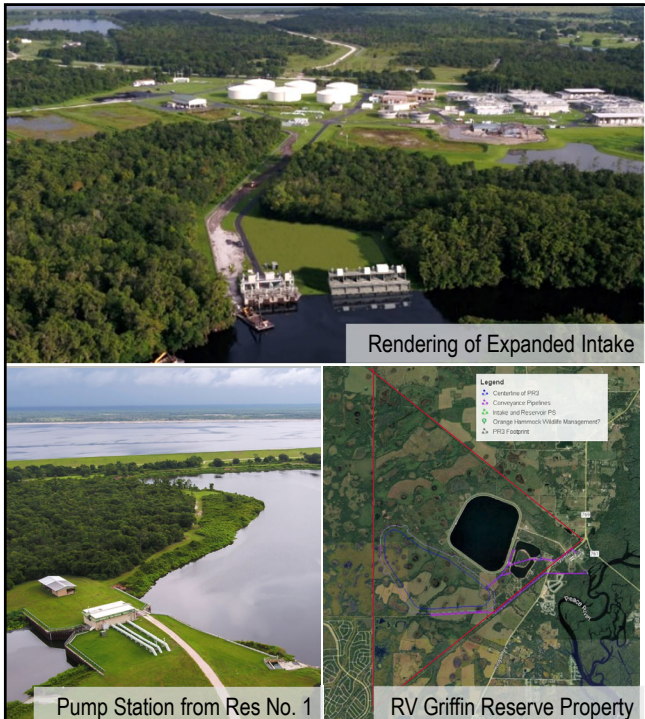
Proposed Projects, Ranking and Estimated Match				
Rank	Project	Estimated Project Cost	Estimated Match	Authority Funds
1	Peace River Reservoir No. 3 Project – Final Eng. & CMAR	\$335,650,000	\$157,900,000	\$177,750,000
2	Regional Integrated Loop System Phase 3C Interconnect – Design-Build	\$59,000,000	\$29,500,000	\$29,500,000
3	Regional Integrated Loop System Phase 2B Interconnect – Design-Build	\$70,271,000	\$34,785,500	\$35,485,500
4	Integrated Regional Water Supply Master Plan 2025	\$700,000	\$350,000	\$350,000
5	Partially Treated Surface Water Aquifer Storage and Recovery	\$22,228,000	\$11,614,000*	\$10,614,000
6	Regional Reclaimed Water Supply System – Feasibility Study	\$400,000	\$200,000	\$200,000
	*\$1,000,000 from FDEP	<b>\$488,249,000</b>	<b>\$234,349,500</b>	<b>\$253,899,500</b>

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- 01 Program Overview
- 02 Proposed Projects and Estimated FY24 Funding Requests
- 03 Overview of individual Projects**
- 04 Cooperative Funding Schedule

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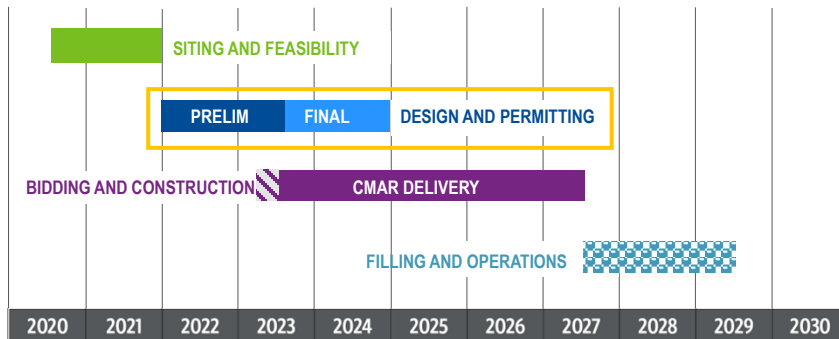
### Peace River Regional Reservoir (PR3) Project

- New 9 BG raw water reservoir
- New river intake pump station and raw water conveyance piping
- Replacement of or upgrades to pump station from Reservoir No. 1 to the Water Treatment Plant
- Total Cost Estimate of \$344,400,000
- Scheduled to be online in 2027 and filling through 2029

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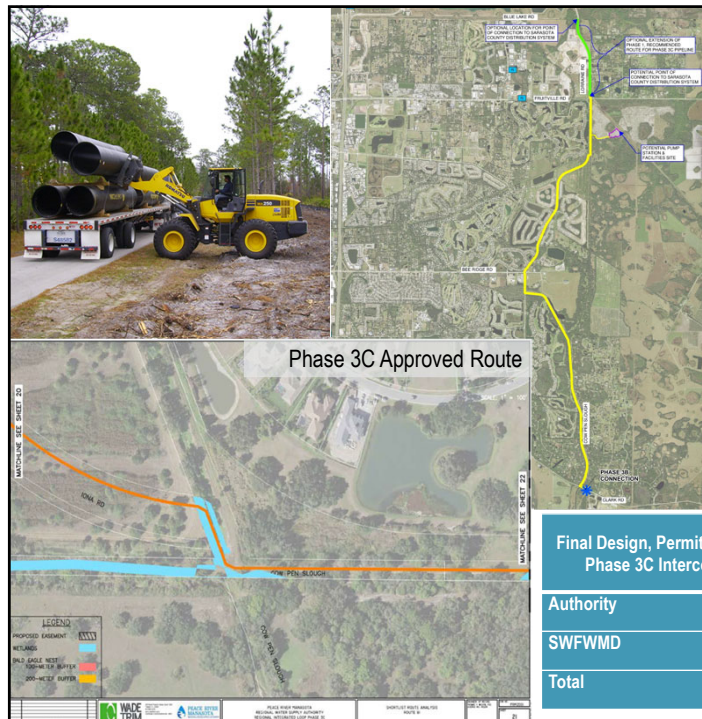


## PR3 - Next Steps and Schedule



- Siting and Feasibility Phase completed December 2021
- Preliminary Design ongoing with completion in June 2023 and Final Design beginning in October 2023
- Recommended delivery approach through Construction Manager at Risk (CMAR) – Begin selection process 1<sup>st</sup> quarter 2023 – Early Construction Involvement summer 2023 and construction completion and PR3 operational in Summer 2027.
- Full 18 MGD AAD of allocable capacity available in summer 2029.

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## Regional Integrated Loop System Phase 3C Interconnect

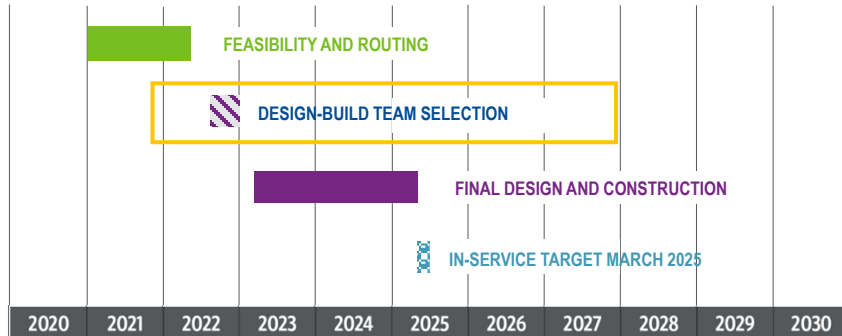
- Approximately 8 miles of large diameter Transmission Main
- New Pump Station and Storage Tank at Fruitville Road and Lorraine Road.
- Total Cost Estimate of \$64,300,000
- Scheduled to be online by March 2025

Final Design, Permitting, and Construction of the Phase 3C Interconnect and Pump Station	FY 2024	FY 2025	Total
Authority	\$14,750,000	\$14,750,000	\$29,500,000
SWFWMD	\$14,750,000	\$14,750,000	\$29,500,000
<b>Total</b>	<b>\$29,500,000</b>	<b>\$29,500,000</b>	<b>\$59,000,000</b>

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## Phase 3C Interconnect - Next Steps and Schedule



- Feasibility and Routing Study Final Report and Board Approval – April 2022
- Executed Interlocal Agreement with Sarasota County
- Progressive Design-Build Team Selection Process – October 2022
- Final Design and Construction - Completion March 2025

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### Mid/ West County Water Demands JonesEdmunds®

Modeling Conditions	2020	2025	2030	2035	2040	2045	BO
Low	11.2	13.4	16.8	19.9	23.2	24.9	42.5
Medium	15.2	19.8	24.0	27.8	29.2	32.8	
High	19.2	24.2	29.9	34.2	37.9	40.8	
Medium*	17.3	18.9	21.8	24.5	27.5	29.2	42.5

Appendix A Page 11

## Regional Integrated Loop System Phase 2B Interconnect

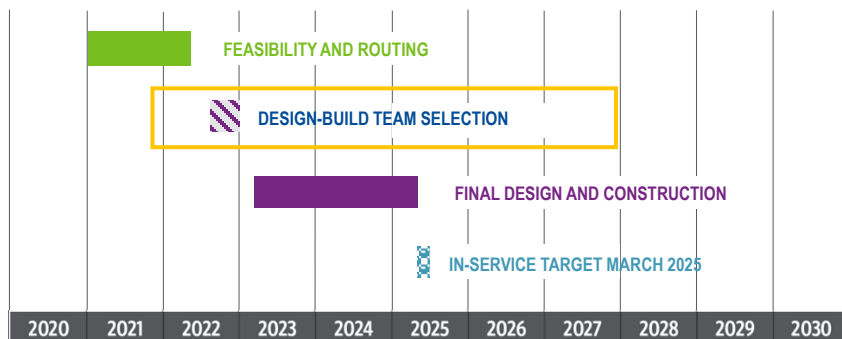
- Approximately 13 miles of large diameter Transmission Main to meet Charlotte County Demands in western Charlotte County
- From Terminus of the existing Phase 2 Interconnect at Serris Boulevard to tie in with Charlotte County's system at their Gulf Cove Pump Station
- Total Cost Estimate of \$73,471,000
- Scheduled to be online by March 2026

### Phase 2B Approved Route

Final Design, Permitting, and Construction of the Phase 2B Interconnect	FY 2024	FY 2025	FY 2026	Total
<b>Authority</b>	\$12,200,000	\$11,920,000	\$11,365,500	\$35,485,500
<b>SWFWMD</b>	\$11,500,000	\$11,920,000	\$11,365,500	\$34,785,500
<b>Total</b>	\$23,700,000	\$23,840,000	\$22,731,000	\$70,271,000

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## Phase 2B Interconnect - Next Steps and Schedule



Pipeline in service by 2026

- Feasibility and Routing Study Final Report and Board Approval – April 2022
- Executed Interlocal Agreement with Charlotte County
- Progressive Design-Build Team Selection Process – October 2022
- Final Design and Construction - Completion March 2026

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## Integrated Regional Water Supply Master Plan 2025

- Update Demand Projections
- Inventory existing supplies and treatment capacities
- Identify potential supplies, feasibility, and costs
- Assess Regional Integrated Loop System for future transmission needs
- Identify regional conservation and AWS opportunities
- Prioritize supply and transmission projects to meet demands


Integrated Regional Water Supply Master Plan 2025	FY 2024	FY 2025	Total
Authority	\$180,000	\$170,000	\$350,000
SWFWMD	\$180,000	\$170,000	\$350,000
<b>Total</b>	<b>\$360,000</b>	<b>\$340,000</b>	<b>\$700,000</b>

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CYCLE TEST REPORT - FINAL

Peace River Facility Partially Treated Surface Water ASR Pilot Study


Prepared for  
Peace River Manasota Regional Water Supply Authority






August 2018

Prepared by  
**JACOBS**

CH2M HILL Engineers, Inc.  
4300 W. Cypress Street  
Suite 600  
Tampa, Florida 33607-4555

In Association with  


Cooperatively funded by  






## Partially Treated Surface Water ASR

- Maximize surface water storage and increase system reliability
- Eliminate duplicative treatment and decrease operational costs
- Improve recovered water quality
- Increase ASR Yield up to 19%

PRMRWSA Partially Treated Water Aquifer Storage and Recovery <sup>1</sup>	FY 2023	FY 2024	FY 2025	FY 2026	Total
FDEP	\$750,000	\$250,000			\$1,000,000
Authority		\$4,245,600	\$4,245,600	\$2,122,800	\$10,614,000
SWFWMD		\$4,245,600	\$4,245,600	\$2,122,800	\$10,614,000
<b>Total</b>	<b>\$750,000</b>	<b>\$8,741,200</b>	<b>\$8,491,200</b>	<b>\$4,245,600</b>	<b>\$22,228,000</b>

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## Regional Reclaimed Water System Feasibility Study

**Collaborate with regional Wastewater Utilities to:**

- Document treatment/distribution details
- Identify available reclaimed water opportunities
- Evaluate storage, interconnection, and distribution opportunities
- Identify evolving regulations, challenges, and opportunities
- Partnerships to further beneficial reuse
- Potential next steps for implementation

Regional Reclaimed Water System Feasibility Study	FY 2024	FY 2025	Total
Authority	\$120,000	\$80,000	\$200,000
SWFWMD	\$120,000	\$80,000	\$200,000
<b>Total</b>	<b>\$240,000</b>	<b>\$160,000</b>	<b>\$400,000</b>

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- 01 Program Overview
- 02 Proposed Projects and Estimated FY24 Funding Requests
- 03 Overview of individual Projects
- 04 Cooperative Funding Schedule**

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## SWFWMD FY2024 Cooperative Funding Schedule

- October 2022:** Applications must be filed by 5 p.m. on the first Friday of the month – October 7, 2022.
- November 2022:** Staff begins review of applications and scores projects.
- December 2022:** Governing Board receives a copy of project proposals.
- February 2023:** District staff presents preliminary evaluations and scoring of proposals, and answers questions from the Governing Board members.
- April 2023:** District staff presents final evaluations and scoring of proposals, and answers questions from the Governing Board members.
- June 2023:** Projects and budgets reviewed by Governing Board.
- September 2023:** Final Governing Board budget approved, including CFI projects, and millage set.
- October 2023:** Contracts awarded in fiscal year 2024

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# Board Input and Questions

## Proposed Project Ranking and Estimated Match

Rank	Project	Estimated Project Cost	Estimated Match	Authority Funds
1	Peace River Reservoir No. 3 Project – Final Eng. & CMAR	\$335,650,000	\$157,900,000	\$177,750,000
2	Regional Integrated Loop System Phase 3C Interconnect – Design-Build	\$59,000,000	\$29,500,000	\$29,500,000
3	Regional Integrated Loop System Phase 2B Interconnect – Design-Build	\$70,271,000	\$34,785,500	\$35,485,500
4	Integrated Regional Water Supply Master Plan 2025	\$700,000	\$350,000	\$350,000
5	Partially Treated Surface Water Aquifer Storage and Recovery	\$22,228,000	\$11,614,000*	\$10,614,000
6	Regional Reclaimed Water Supply System – Feasibility Study	\$400,000	\$200,000	\$200,000
		<b>\$488,249,000</b>	<b>\$234,349,500</b>	<b>\$253,899,500</b>

\*\$1,000,000 from FDEP

## Recommended Motion

Motion to authorize submittal of the Authority's FY 2024 Cooperative Funding Initiative Applications to the Southwest Florida Water Management District for six regional projects and approve recommended project cooperative funding ranking.

**TAB B**  
**FY 2024 Co-Funding Initiative Project Descriptions and Location Map**

# **FY 2024 Cooperative Funding Initiative Project Descriptions & Location Map**

## **Peace River Regional Reservoir No. 3 (PR<sup>3</sup>) – Final Design and Construction**

Location: Peace River Facility in DeSoto County

Total Cost: \$344,400,000

Component / Phase	Estimated Cost
Final Design, Permitting, and Construction	\$335,650,000

**Project Details:** At the request of Authority members, additional water supply capacity is required to be online by 2028. As identified in the District’s RWSP, the PR<sup>3</sup> project coupled with the Peace River Facility Expansion is the next alternative water supply source to be developed to meet our member’s demand needs. It is anticipated that the PR<sup>3</sup> Project will be completed through an Alternative Delivery Method and that the Final Design, Permitting, and Construction costs will be included in this funding request. This Project is in the Authority’s 5-year Capital Improvement Plan and will follow recommendations from the Third-Party Review, previously approved by the District in the FY21 and FY22 cooperative funding cycles.

**Completion Schedule:** Final Design and Construction – 46 months (Oct. 2023 – July 2027)

**Project Benefits:** As identified in the District’s 2022-2026 Strategic Plan, Regional Priorities and Objectives for the Southern Region – SWUCA Recovery (page 19), the Peace River Regional Reservoir No. 3 (PR<sup>3</sup>) project is a component of the 21 MGD of alternative supply sources identified in the objectives to “Ensure a sustainable water supply”.

**Funding Schedule:** The Feasibility and Siting Study (\$1,499,984) and the Preliminary Design (\$7,250,000) Phases were previously approved by SWFWMD for funding in the FY21 and FY22 co-funding cycles. Projected funding and expenditures are shown below.

<b>Final Design &amp; Construction</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>	<b>FY 2027</b>	<b>FY 2028</b>	<b>Total</b>
Authority	\$19,250,000	\$50,000,000	\$55,000,000	\$43,750,000	\$9,750,000	\$177,750,000
SWFWMD	\$11,000,000	\$42,400,000	\$51,000,000	\$43,750,000	\$9,750,000	\$157,900,000
Total	\$30,250,000	\$92,400,000	\$106,000,000	\$87,500,000	\$19,500,000	\$335,650,000



# PRMRWSA Regional Integrated Loop System Phase 3C Interconnect and Pump Station [Clark Road to Fruitville Road segment]

Location: Sarasota County

Total Cost: \$64,300,000

Component / Phase	Estimated Cost
Final Design, Permitting, and Construction of the Phase 3C Interconnect and Pump Station	\$59,000,000

**Project Details:** At the request of Sarasota County, the Phase 3C Interconnect and Pump Station needs to be online by March 2025. As identified in the District’s RWSP, the Phase 3C Interconnect is an alternative water supply project that supports SWUCA recovery through conjunctive use of surface and groundwater sources based on management and rotation of supply resources. The project will extend the Authority’s regional pipeline system from the current terminus of the Phase 3B Interconnect at Clark Road (SR-72) in central Sarasota County, northward approximately 8 miles to Fruitville Road where the Phase 3C Pump Station will be located. It is anticipated that the project will be completed through an Alternative Delivery Method and that the Final Design, Permitting, and Construction costs will be included in this funding request.

**Completion Schedule:** Final Design, Permitting, and Construction – 18 months (Oct. 2023 – March 2025)

**Project Benefits:** As identified in the District’s 2022-2026 Strategic Plan, Regional Priorities and Objectives for the Southern Region – SWUCA Recovery (page 19), the Regional Integrated Loop System Phase 3C Interconnect and Pump Station project is a component of the 21 MGD of alternative supply sources identified in the objectives to “Ensure a sustainable water supply”.

**Funding Schedule:** Estimated cost for the Final Design, Permitting, and Construction phase of the project is \$59,000,000. Projected funding and expenditures are shown below.

Final Design, Permitting, and Construction of the Phase 3C Interconnect and Pump Station	FY 2024	FY 2025	Total
Authority	\$14,750,000	\$14,750,000	\$29,500,000
SWFWMD	\$14,750,000	\$14,750,000	\$29,500,000
Total	\$29,500,000	\$29,500,000	\$59,000,000



# Regional Integrated Loop System Phase 2B Interconnect [Serris Blvd. to Gulf Cove]

Location: Charlotte & Sarasota Counties  
 Total Cost: \$73,471,000

Component / Phase	Estimated Cost
Final Design, Permitting, and Construction of the Phase 2B Interconnect	\$70,271,000

**Project Details:** At the request of Charlotte County, the Phase 2B Interconnect needs to be online by March 2026. As identified in the District’s RWSP, the Phase 2B Interconnect is an alternative water supply project that supports SWUCA recovery through conjunctive use of surface and groundwater sources based on management and rotation of supply resources. The project will extend the Authority’s regional pipeline system from the current terminus of the Phase 2 Interconnect at Serris Boulevard in Charlotte County westward approximately 13 miles to the County’s existing Gulf Cover Pump Station south of the Myakka River in western Charlotte County. It is anticipated that the project will be completed through an Alternative Delivery Method and that the Final Design, Permitting, and Construction costs will be included in this funding request.

**Completion Schedule:** Final Design, Permitting, and Construction – 30 months (Oct. 2023 – Mar. 2026)

**Project Benefits:** As identified in the District’s 2022-2026 Strategic Plan, Regional Priorities and Objectives for the Southern Region – SWUCA Recovery (page 19), the Regional Integrated Loop System Phase 2B Interconnect project is a component of the 21 MGD of alternative supply sources identified in the objectives to “Ensure a sustainable water supply”.

**Funding Details:** Estimated cost for the project's Final Design, Permitting, and Construction is \$70,271,000. Projected funding and expenditures are shown below.

Final Design, Permitting, and Construction of the Phase 2B Interconnect	FY 2024	FY 2025	FY 2026	Total
Authority	\$12,200,000	\$11,920,000	\$11,365,500	\$35,485,500
SWFWMD	\$11,500,000	\$11,920,000	\$11,365,500	\$34,785,500
Total	\$23,700,000	\$23,840,000	\$22,731,000	\$70,271,000

# Integrated Regional Water Supply Plan 2025 Update [Authority’s 4-County Service Area]

Location: The Service Area of the Peace River Manasota Regional Water Supply Authority  
 Coverage: Charlotte, DeSoto, Manatee and Sarasota Counties  
 Resources: Potable and Reclaimed Water  
 Total Cost: \$700,000

Component	Estimated Cost
Integrated Regional Water Supply Plan 2025 Update	\$700,000

**Project Details:** This effort will build on the Authority’s 2020 IRWSP Update. Topics covered will include detailed evaluation of future regional interconnections, update of demand projections, current and potential future sources of supply, as well as an enhanced assessment of reclaimed water supply opportunities in the region. A prioritized listing of project opportunities will be developed including cost estimates and timetables needed for implementation. This effort will be completed in a timeframe consistent to integrating it into the SWFWMD’s 2025 Regional Water Supply Plan.

**Completion Schedule:** Development of the IRWSP - 21 months (October 2023 – June 2025)

**Project Benefits:** Organizations periodically update master planning documents because rules, information, costs, challenges, and opportunities are all in a state of continual change. All stakeholders benefit from having the most current information available. Consistent with our Strategic Plan, it is the Authority’s process to update its Integrated Regional Water Supply Plan (IRWSP) every 5 years. This information is then available for use by Authority members, customers, consultants, contractors, planning agencies and other governmental bodies. This information is also vital to our cooperative funding partner (SWFWMD) and feeds into their own 5-Year Regional Water Supply Plan and their financial engine used to set millage rates and apportion funding to various agency programs.

**Funding Details:** This effort is projected to cost \$700,000. SWFWMD co-funding request will be for 50% of eligible costs.

Integrated Regional Water Supply Plan 2025 Update	FY 2024	FY 2025	Total
Authority	\$180,000	\$170,000	\$350,000
SWFWMD	\$180,000	\$170,000	\$350,000
Total	\$360,000	\$340,000	\$700,000

## Partially Treated Surface Water Aquifer Storage and Recovery

Location: DeSoto County

Total Cost: \$22,278,000

CFI Component	Estimated Cost
Final Design and Construction of Partially Treated Surface Water Aquifer Storage and Recovery System	\$21,278,000

**Project Details:** The project includes pilot testing of treatment options, final design, and construction of a new 20 MGD pump station and associated treatment facilities at Reservoir 1. Treatment processes are anticipated to include pressurized filtration, chemical storage, side-stream in-pipe chloramine formation, and mainstream in-pipe chloramine disinfection. PTW ASR is expected to result in a significant increase in ASR yield and a substantial reduction in operational cost relative to the use of finished drinking water for recharge.

**Completion Schedule:** Final Design and Construction – 45 months (Oct. 2023 – June 2027)

**Project Benefits:** This project has the potential to significantly improve performance of the ASR system through increased reliability and more effective use of available water resources while reducing operational costs. Current operations result in ASR water being treated to drinking water standards twice, as it is fully treated prior to recharge and then retreated after being blended with reservoir water, prior to distribution. This duplicative treatment occurs because the Authority’s Underground Injection Control (UIC) permits historically authorized injection only injection of finished drinking water from the PRF water treatment plant (WTP) into the ASR system. Duplicative treatment increases operational costs and doubles the amount of Total Dissolved Solids (TDS) that is added to the water during treatment. TDS concentrations of finished water are subject to secondary (i.e., aesthetic) drinking water standards (DWS). Compliance with TDS standards can be challenging during drier years when the river water TDS is elevated and/or ASR water must be heavily relied upon.

To maximize ASR storage potential, avoid the cost of retreatment, and minimize TDS loading, the Authority has conducted assessments regarding the technical, economic, and regulatory feasibility of safely recharging the ASR system with partially treated water (PTW). As part of the renewal of the Authority’s UIC permit, the Authority has requested authorization to inject PTW at ASR Wellfield No. 2, whereby injected waters would be partially treated to meet all primary (i.e., health-related) drinking water standard. Injected waters will meet all but four secondary (i.e., aesthetic) DWS. The Authority has requested a Water Quality Criteria Exemption (WQCE) for those four secondary standards (color, odor, aluminum, iron). The FDEP is currently reviewing the Petition for WQCE and have indicated they desire to act on the UIC permit renewal in the not-too-distant future. Upon approval, injection of PTW will be allowable. Partial treatment of water recharged to ASR will reduce operational costs for the system by fully treating the supply only once (upon recovery), instead of twice (on recharge and recovery) before delivery to Customers. The project will result in capital and operational cost savings, water quality improvement, increased ASR recharge

opportunities and ASR yield, and potentially enhanced recharge of the upper Floridan Aquifer consistent with the SWFWMD’s SWUCA Recovery Strategy.

**Funding Details:**

Estimated total cost for the project including pilot testing, preliminary design, third party review, final design and construction is \$22,278,000. Projected funding and expenditures are shown below. The Authority has already secured \$1,000,000 from the FDEP for the project which will allow for pilot testing and preliminary design to begin in FY2023, leaving a total of \$21,278,000 to be funded by the Authority and the SWFWMD.

<b>PRMRWSA Partially Treated Water Aquifer Storage and Recovery<sup>1</sup></b>	<b>FY 2023</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>	<b>FY 2027</b>	<b>Total</b>
FDEP	\$750,000	\$250,000	\$0,000,000	\$0,000,000	\$0,000,000	\$1,000,000
Authority	\$0	\$426,350	\$4,075,060	\$4,075,060	\$2,037,530	\$10,614,000
SWFWMD	\$0	\$426,350	\$4,075,060	\$4,075,060	\$2,037,530	\$10,614,000
CFI Project (Authority/SWFWMD)	\$0	\$852,700	\$8,150,120	\$8,150,120	\$4,075,060	\$21,228,000
Total Project (w/ FDEP Funds)	\$750,000	\$1,102,700	\$8,150,120	\$8,150,120	\$4,075,060	\$22,228,000

<b>Partially Treated Surface Water Aquifer Storage and Recovery<sup>1</sup></b>	<b>FY 2023</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>	<b>FY 2027</b>	<b>Total</b>
FDEP	\$750,000	\$250,000				\$1,000,000
Authority		\$451,350	\$4,075,060	\$4,075,060	\$2,037,530	\$10,639,000
SWFWMD		\$451,350	\$4,075,060	\$4,075,060	\$2,037,530	\$10,639,000
Project (Authority/SWFWMD)		\$902,700	\$8,150,120	\$8,150,120	\$4,075,060	\$21,278,000
Total Project (w/ FDEP Funds)	\$750,000	\$1,152,700	\$8,150,120	\$8,150,120	\$4,075,060	\$22,278,000

<sup>1</sup> Schedule assumes receipt of FDEP Permit in first quarter FY2023

# Regional Reclaimed Water System Feasibility Study [Authority’s 4-County Service Area]

Location: The Service Area of the Peace River Manasota Regional Water Supply Authority  
 Coverage: Charlotte, DeSoto, Manatee and Sarasota Counties  
 Resources: Reclaimed Water  
 Total Cost: \$400,000

Component Costs	Estimated Cost
Regional Reclaimed Water System Feasibility Study	\$400,000

**Project Details:** This effort will expand upon the preliminary reclaimed water-related information contained within the 2020 IRWSMP, with pertinent findings being integrated into the forthcoming 2025 IRWSP Update. Evaluations would include: 1) collaboration with regional wastewater utilities to document details regarding treatment and distribution facilities; 2) identification of currently committed vs available reclaimed waters; 3) identification of enhanced wet weather storage, interconnection and distribution opportunities; 4) evaluation of evolving reuse regulations and associated challenges and opportunities; 5) identification of the potential role the Authority might be able to play, in partnership with regional wastewater utilities and the SWFWMD, to further beneficial reuse in the region; and 6) identification of potential next steps for implementing a cooperative regional reuse strategy.

**Completion time:** 18 months (October 2023 – March 2025)

**Project Benefits:** The Authority does not treat or dispose of wastewater, nor do we distribute reclaimed water for beneficial reuse purposes. However, the Authority’s 2020 Integrated Regional Water Supply Plan Update (IRWSP) included a preliminary investigation of the quantities and locations of reclaimed waters within the region and identified conceptual-level projects the Authority might be able to participate in with regional wastewater utilities to further the reuse of reclaimed water for potable and/or non-potable use purposes. The IRWSP found that approximately 22 MGD of reclaimed water was being disposed of by deep injection wells and discharged to surface waters. The IRWSP preliminarily explored evolving reuse regulations regarding wet weather storage (e.g., reclaimed water Aquifer Storage and Recovery), non-potable uses such as irrigation and/or industrial/commercial uses, and cutting-edge concepts such as potable reuse (indirect or direct). The Authority’s participation in storage and beneficial reuse of reclaimed water for the region is a new concept that would require development of partnerships with interested wastewater utilities, as well as careful planning and consideration to make the concept technically, environmentally, and economically feasible. The IRWSP recommended further investigation into the feasibility of the Authority assisting in furthering the beneficial reuse of reclaimed water as a potential alternative water supply source for the region.

**Funding Details:** Funding details are provided below.

Regional Reclaimed Water System Feasibility Study	FY 2024	FY 2025	Total
Authority	\$120,000	\$80,000	\$200,000
SWFWMD	\$120,000	\$80,000	\$200,000
Total	\$240,000	\$160,000	\$400,000

# Project Locations Map

Peace River Regional Reservoir (PR<sup>3</sup>) ★

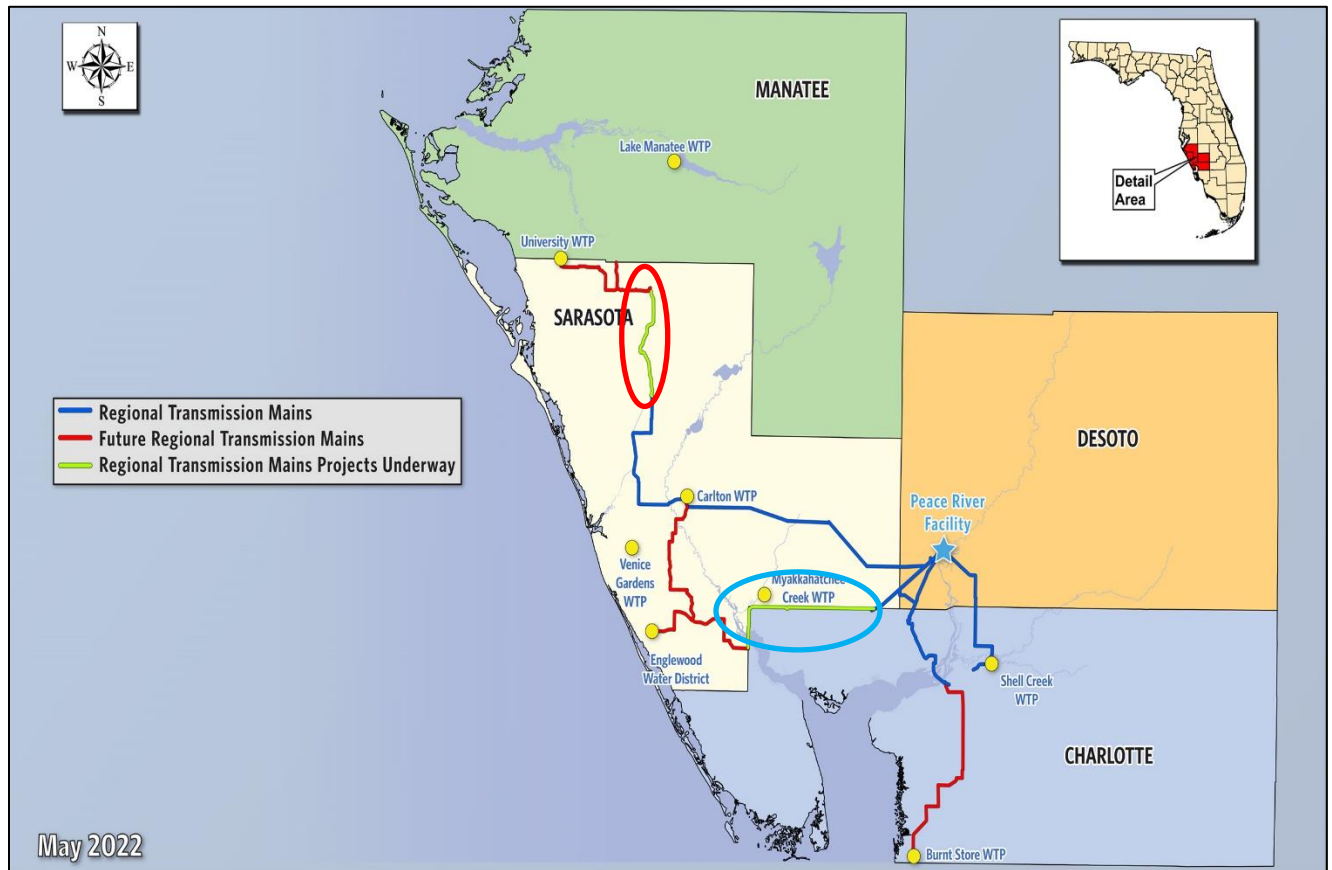
Phase 3C Interconnect and Pump Station ○

Phase 2B Interconnect ○

Integrated Regional Water Supply Plan - Regionwide

Partially Treated Surface Water ASR ★

Reclaimed Water Supply System Feasibility Study - Regionwide



**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*August 3, 2022*

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

**Florida Department of Environmental Protection**  
**Resilient Florida Program - FY 2023 Grant Request**

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**Presenter -** Terri Holcomb, PE, Director of Engineering

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

On May 12, 2021, the Governor signed Senate Bill 1954 into law. This comprehensive legislation ensures a coordinated approach to Florida's coastal and inland resiliency. The new program enhances efforts to protect Florida's inland waterways, coastlines, and shores, which serve as invaluable natural defenses against sea-level rise. This legislation will yield the largest investment in Florida's history to prepare communities for the impacts of climate change – including sea-level rise, intensified storms, and flooding.

In 2022 the Authority received a State Resiliency Fund grant for \$2,001,000 for the Peace River Reservoir No. 3 Project (PR3) - Preliminary Design efforts. An application for the FY 2023-24 Statewide Flooding and Sea Level Rise Resilience Plan Grant is due on August 31, 2022. The Authority will be applying again this year to further support the PR3 Project into Final Design and Construction.

**Budget Action** – No action is needed

**Attachments**

Presentation Materials





**Florida Department of Environmental Protection  
Resilient Florida Program – FY2023  
Grant Request  
Regular Agenda Item 3**

August 3, 2022



1

**RESILIENT FLORIDA GRANT OPPORTUNITIES**

[FloridaDEP.gov/ResilientFlorida](https://FloridaDEP.gov/ResilientFlorida)

**Statewide Flooding and Sea Level Rise Resilience Plan**

- Eligible Entities:** Counties, municipalities and other eligible entities as identified in Florida statute.
- Project Types:** Implementation projects that address risks of flooding or sea level rise identified in a vulnerability assessment that meet the requirements of Section 380.093(3), F.S.
- Fiscal Year 2023-24\*:** \$100 million.
- Funding Duration:** Three years.
- Match Requirement:** Minimum of 50% match unless qualified as a financially disadvantaged small community.
- Application Period:** July 1 - Sept. 1, 2022.
- Statute Reference:** [Section 380.093\(5\), F.S.](#)



\*Fiscal Year 2022-23 Resilience Plan projects have already been awarded. The resilience plan is subject to legislative review and approval and must be submitted to the Legislature by Dec. 1 of each year. Projects are funded within the following fiscal year appropriation.

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# Resilient Florida Grant Program

## Project types and funding

1. Peril of Flood compliance
2. Vulnerability assessments
3. Adaptation/resilience plans
4. **Projects to adapt critical assets**

- “Planning grants”
- \$20,000,000 from Gov and legislature
- No cost share required
- Reviewed and ranked by staff

- “Implementation/adaptation grants”
- \$500,000,000 from American Rescue Plan Act
- Tier system from Section 5 will be used to prioritize

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Rendering of Expanded Intake



Pump Station from Res No. 1

RV Griffin Reserve Property

### Critical Assets (s. 380.093(1)(2)Definitions)

“Critical Infrastructure including wastewater treatment facilities & lift stations, stormwater treatment facilities & pump stations, drinking water facilities, water utility conveyance systems, electric production & supply facilities...”

### Peace River Regional Reservoir (PR3) Project

- Project includes the adaptation of critical assets to flooding and sea level rise
- PR3 Project is a component of the PRF Expansion project for the development of 18 MGD of alternative water supply
- Mitigation Strategies to include environmental habitat enhancement or nature-based solutions

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# Statewide Flooding and Sea Level Rise Resilience Plan

*Cont'd.*

- Minimum 50% cost share unless the applicant is a “financially disadvantaged small community” as defined in the statute
- Projects must be identified in a vulnerability assessment that complies with the requirements in s. 380.093 (3), F.S.
- The tier system in the statute will be used to prioritize all projects
- Ranked projects will be submitted to the legislature for funding in FY 22-23

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## RESILIENT FLORIDA STATEWIDE FLOODING AND SEA LEVEL RISE RESILIENCE PLAN



A TIERED REVIEW PROCESS FOR THE PLAN WAS CREATED IN SB 1954 AND CODIFIED IN SECTION 380.093, F.S.

### TIER 3 (20%)

*Local match, previous commitment, and exceeding minimum requirements.*

### TIER 1 (40%)

*Addressing risks to critical assets and regionally significant assets, as well as existing efforts to reduce upland costs.*



### TIER 4 (10%)

*Innovation to reduce costs, regional collaboration, and financially disadvantaged communities.*

### TIER 2 (30%)

*Existing flooding conditions, readiness to proceed, environmental options and cost effectiveness.*

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# VULNERABILITY ASSESSMENT

- Identify Categories Within each Criteria Tier
- Clearly define Authority's projects that address those categories
- Included in Grant Application

## Tier 1 – Rule Section 62S-8.003(2)

Rules Section	62S-8.003(2)(a)				
Simplified Name	Flooding/Sea Level Rise				
Rule Number Section	Simplified Name	Definition	Criteria	Points Allocated	Total
62S-8.003(2)(a)1	Adaptation Plan	Develops goals, strategies, and actions to minimize impacts of flooding, sea level rise, and another vulnerabilities.	Existing Comprehensive vulnerability Assessment/ Statewide flood vulnerability and sea level rise assessment addressing risk to critical assets	5	10
12	Compound Flooding	Flooding caused by complex interactions by pluvial, fluvial, coastal, and groundwater flooding	Addresses risks due to compound flooding, identified in a comprehensive vulnerability assessment submitted with the proposal.	5	
Score Analysis					
Vulnerability/Gaps Identified	Reference Report	Management Strategy			
Water intake difficulties due to Sea Level Rise Effects	App R_PRR_TM 2.2_AIR Score Measurements_Final_110221.pdf	Intake location and configuration must be design to reduce the risk of Sea Level Rise			
Groundwater and surface water flow interactions risks	App C_PRR_TM 4_Geologic_Considerations_Final_082321.pdf	Provide sufficient seepage control systems and constant revision of hydraulic structures at Reservoir to assess any presence of seepage			

### Tier 1

Category	Points (40 Max)
Addresses risks in the vulnerability assessment (VA)	10 points
Addresses risks to regionally significant assets	10 points
Reduces risks to areas with higher percentage of vulnerable critical assets	10 points
Contributes to existing flood mitigation projects to reduce upland damage costs	10 points

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## Schedule Next Steps

- Draft Vulnerability Assessment Complete in August 2022
- Submit Resilient Florida Application by September 1, 2022
- Projects ranked and submitted to the Legislature by December 1, 2022



RESILIENT FLORIDA  
STATEWIDE FLOODING AND SEA LEVEL RISE RESILIENCE PLAN



**JULY 1**  
FEP will open Resilient Florida project portal.

**SEPT. 1**  
Deadline to submit proposed projects through portal.

**DEC. 1**  
Statewide Flooding and Sea Level Rise Resilience Plan due.

On May 3, 2022, Governor DeSantis signed HB 7053: Statewide Flooding and Sea Level Rise Resilience into law (effective July 1, 2022)

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**Florida Department of Environmental  
Protection  
Resilient Florida Program – FY2023  
Grant Request**

**Questions & Board Discussion**



**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*August 3, 2022*

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

**Regional Integrated Loop System Phase 3C Interconnect Project –  
Progressive Design Build Contractor Selection**

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

**Recommended Action -** **Motion** to approve the Professional Services Evaluation Committee recommendation of Garney Companies, Inc. for the Regional Integrated Loop System Phase 3C Interconnect Project.

The Regional Integrated Loop Phase 3C Interconnect (Phase 3C) Project includes approximately 9 miles of 42-inch diameter pipe and a new regional pumping and storage facility. The pipeline route begins near the northern end of the existing Regional Integrated Loop Phase 3B Interconnect within Sarasota County near State Road 72 and Cow Pen Slough Canal and extends generally north to the vicinity of the Fruitville and Lorraine Roads intersection where it will connect with Sarasota County utilities existing infrastructure. The preferred route for the Phase 3C Project was presented by Feasibility and Routing Study Consultant Wade Trim and was approved by the Board on April 6<sup>th</sup>, 2022. The delivery of potable water through this pipeline needs to offer a high degree of flexibility to enable delivery of required supply and facilitate a future extension of the regional water transmission system to support regional supply and connectivity goals including future connection with Manatee County’s water system. The Interlocal Agreement between the Authority and Sarasota County for the Phase 3C Project was also approved by the Board in April of 2022.

**Selection of Progressive Design Build Teams for Phase 3C**

On May 24, 2022, Request for Statements of Qualifications (SOQ) for Progressive Design-Build Services for the Regional Integrated Loop Phase 2B and Phase 3C Interconnect Projects was advertised. Four (4) Firms submitted SOQ’s that were deemed responsive, and Firms were evaluated by the PSEC on June 30, 2022. Subsequently, one firm withdrew from the process, and the remaining three Firms were shortlisted by the PSEC for presentations that were given on July 14, 2022. Following presentations, the Garney Companies, Inc. Firm was ranked highest by the PSEC for the for the Phase 3C Interconnect Project (based on the preferred project from presentations). Staff recommends Board approval of Garney Companies, Inc. for the Phase 3C Interconnect Project.

**Schedule For Phase 3C Interconnect Project Progressive Design Team**

- **Phase 1 Scope and Fee & GMP for 60% Design Services**  
The Phase 3C Progressive Design-Build Team will submit the Progressive Design-Build Contract and which will include the GMP for 60% design and permitting. The Contract will be presented for consideration at the October 5, 2022, Board Meeting.
- **Phase 2 Scope and Fee & Final GMP for Project Completion**  
The Phase 3C Progressive Design-Build Team will submit the GMP for final design, construction permitting, construction, testing, commissioning, and turn over services, for consideration at the February 2023 Board Meeting. The Phase 2 GMP will be added to the Contract by Addendum.
- **Interconnect Project Completion**  
The Phase 3C Project is scheduled for completion by March 1, 2025.

**Budget Action** – No action needed.

**Attachments:**

Tab A Presentation Materials

Tab B SOQ Information Package

Tab C Submitted Qualifications

Tab D Notice of Intended Decision

**TAB A**  
**Presentation Materials**





# Regional Integrated Loop System Phase 3C Interconnect Project Progressive Design Build Contractor Selection

Regular Agenda Item 4

August 3, 2022



1



- 01** Background
- 02** Progressive Design-Build Team Recommendation
- 03** Next Steps & Schedule
- 04** Motion

2



## 01 Background

April 6, 2022

Board Approval of the Preferred Route

Board Approval of the Interlocal Agreement

3



## 01 Background

April 6, 2022, Board Meeting

Board Approval of the Preferred Route

Board Approval of the Interlocal Agreement

June 1, 2022, Board Meeting

SOQ Progressive Design-Build (Information Only)



4





## 02 Progressive Design-Build Team Recommendation

5



6

# Garney Construction, Inc.

## **GARNEY + ARDURRA**

SUCCESSFULLY COLLABORATING SINCE 1998



### OUR PROGRESSIVE DESIGN-BUILD TEAM



<b>94</b> FIRST-TIME COLLABORATIVE DELIVERY PROJECTS	<b>508</b> TOTAL COLLABORATIVE DELIVERY PROJECTS	<b>25</b> YEAR TRUSTED PARTNERSHIP WITH ARDURRA	<b>668</b> TOTAL RESOURCES IN FLORIDA
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### BY THE NUMBERS

**5 MINUTES**

FROM PEACE RIVER AS GARNEY + ARDURRA HAVE A SHARED OFFICE IN SARASOTA

**25** YEARS OF PARTNERSHIP

**20** TOTAL PROJECTS TOGETHER

**\$210M** IN TOTAL PROJECT REVENUE

**595K+ LF** OF 12" TO 48" DIAMETER PIPE IN THE TAMPA BAY REGION

**FL DBIA** AWARD-WINNING PROJECT FOR THE RIVER OAKS DIVERSION DESIGN-BUILD IN TAMPA, FL

**5 MILES** OF 36-48" POTABLE WATER TRANSMISSION MAIN FOR PEACE RIVER COMPLETED IN APRIL 2021



**ROB FULTS**  
Design-Build Manager



**BEN TURNAGE, PE**  
Pipeline Design Team Lead

### Team Highlights

**PM for Authority's Phase 1A, 3A & 3B Pipelines**  
**20 miles of 48/24-inch TM**  
**5 MG Ground Storage Tank**  
**25 MGD Pump Station**

**PIC/QC for Authority's Phase 1 and 3B Pipelines (15 miles of 48/24-inch TM)**

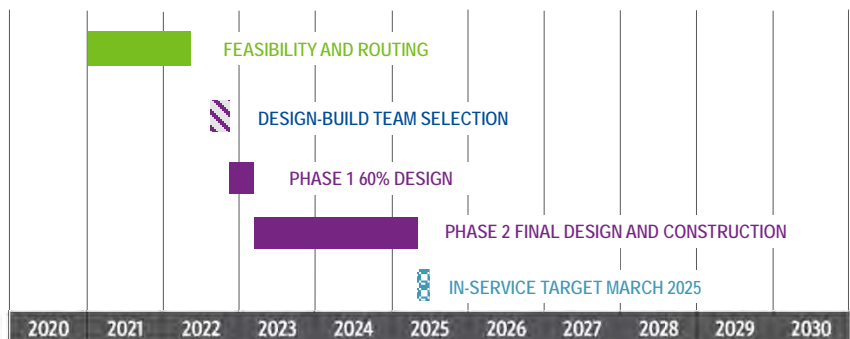
**EOR for River Oaks DB**  
**6 miles of 36/20-inch TM**  
**24 MGD Pump Station**  
**PM/EOR South County Booster**  
**50 MGD Booster PS w/ 42-inch TM**



**CHRIS KUZLER, PE**  
Design Team Manager

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### 03 Next Steps and Schedule



- Feasibility and Routing Study Final Report and Board Approval – April 2022 ✓
- Execute Interlocal Agreement with Sarasota County – April 2022 ✓
- Progressive Design-Build Team Selection Process – August 2022 ✓
- Progressive Design-Build Team Phase 1 (60% Design) GMP – October 2022
- Progressive Design-Build Team Phase 2 (Final Design & Const.) GMP – February 2023
- Final Design and Construction Completion – Spring 2025

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- 01 Background
- 02 Design-Build Team Recommendation
- 03 Next Steps & Schedule
- 04 Motion**

10

## 04 Motion

**Motion:**                    **Motion** to approve the Professional Services Evaluation Committee recommendation of Garney Companies, Inc. for the Regional Integrated Loop System Phase 3C Interconnect Project.

**TAB B**  
**SOQ Information Package**



# **PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

## **INFORMATION PACKAGE** **REQUEST FOR STATEMENTS OF QUALIFICATIONS** **PROGRESSIVE DESIGN-BUILD SERVICES** **for the** **REGIONAL INTEGRATED LOOP PHASE 2B AND PHASE 3C PIPELINES**

The Peace River Manasota Regional Water Supply Authority (“Authority”) is requesting Statements of Qualifications (SOQ) from experienced Progressive Design-Build teams (“Consultant(s)”) to design, permit, and construct two large diameter potable water transmission main projects. The projects are the Regional Integrated Loop Phase 2B Pipeline for Charlotte County and the Regional Integrated Loop Phase 3C Pipeline for Sarasota County (“Projects”). The Projects must be completed on or before the deadlines provided in the Performance Criteria section of this document.

### **ADDITIONAL DOCUMENTS**

The following documents are included in this Information Package.

- A. Feasibility and Routing Study for Phase 2B & 2C Pipeline
- B. Feasibility and Routing Study for Phase 3C Pipeline
- C. Standard Progressive Design-Build Services Contract

### **AUTHORITY BACKGROUND**

The Authority is an independent special district of the State of Florida, created and existing under Sections 163.01, and 373.713, Florida Statutes. The Authority is comprised of Charlotte, DeSoto, Manatee and Sarasota Counties. The Authority was created for the purpose of developing, storing, and supplying water for county and municipal purposes in such a manner as will give priority to reducing adverse environmental effects of excessive or improper withdrawals from concentrated areas. The Authority is required to acquire, design, secure permits, construct, operate and maintain facilities in locations and at the times necessary to ensure that an adequate water supply will be available to all citizens within the Authority’s boundaries.

The Authority owns and operates the Peace River Facility, a 51 million gallon per day (“MGD”) conventional surface water treatment facility on Kings Highway in DeSoto County. The treatment plant is supported by a 120 MGD intake on the Peace River, a 6.5 billion gallon off-stream raw water storage system, and 21 aquifer storage and recovery wells. The Authority’s regional system also includes approximately eighty (80) miles of large diameter potable water transmission system pipelines and associated remote pumping stations and potable water storage tanks in several counties.



## SCOPE OF WORK

### General Information

The Authority must install the Regional Integrated Loop Phases 2B and 3C pipelines to meet Authority contractual requirements with Charlotte County and Sarasota County, respectively. When completed these projects will deliver finished water to Charlotte and Sarasota County to meet system capacity needs as well as extend the regional water transmission system to support future regional supply and connectivity goals. **It is the Authority's intent to make two awards for two separate pipeline projects to different Design-Build teams.** The Primary Contractor (contractor performing the majority of the construction on the Project) and the Primary Engineer (engineering firm designing the majority of the Project) cannot be on both design-build teams.

### Potential for Federal Funds on Projects

Consultants are hereby placed on notice that the Authority may seek Federal funds for these Projects and therefore all Consultants must be in compliance with the Federal Requirements listed in 2 C.F.R Part 200 (Uniform Guidance), including the required contract clauses detailed in 2 C.F.R. Part 200, Appendix II and Federal Labor Standards Provisions (Davis-Bacon and Related Acts 29 C.F.R Parts 1, 3 and 5).

### Performance Criteria

The Regional Integrated Loop Phase 2B pipeline is approximately 13 miles of 42-inch diameter pipe beginning near the western end of the existing Phase 2 Regional Interconnect and 36-inch diameter Regional Transmission Main in Charlotte County (near the intersection of Harbor Boulevard and Veterans Boulevard). The Regional Integrated Loop Phase 2B pipeline then extends generally westward, crossing the Myakka River and terminating at or in the vicinity of the Charlotte County Utilities Gulf Cove Booster Station (WBS#3, 12050 Van Lenten Boulevard). The project includes metering facilities, telemetry, and other appurtenances deemed appropriate to make the project fully functional for water transfer and delivery. The delivery of finished water through this pipeline needs to offer a high degree of flexibility to enable delivery of required supply to the Gulf Cove Booster Station and support a future connection with the Regional Integrated Loop Phase 2C Interconnect, future Authority ground storage tank at the Gulf Cove Booster Station and other extension/expansion of the regional system as shown in the Authority's CIP.

The Regional Integrated Loop Phase 3C pipeline is approximately 9 miles of 42-inch diameter pipe which begins near the northern end of the existing Regional Integrated Loop Phase 3B within Sarasota County near State Road 72 immediately east of Cow Pen Slough Canal. The Regional Integrated Loop Phase 3C pipeline then extends generally north to the approximate vicinity of the intersection of Fruitville and Lorraine Roads where it will terminate at a delivery location with Sarasota County utilities existing infrastructure. A new pumping station is to be located near the northern end of the Phase 3C pipeline and will include a 10 MGD pumping facility (expandable to 30 MGD future), one finished water ground storage tank (estimated 5 MG) constructed now with this project and siting for a future ground storage tank. The project includes metering facilities, chemical adjustment, telemetry, back-up power supply, and other appurtenances as

deemed appropriate to make the project fully functional for water transfer and delivery. The delivery of potable water through this pipeline needs to offer a high degree of flexibility to enable delivery of required supply and facilitate a future extension/expansion of the regional water transmission system to support future regional supply and connectivity goals.

**The selected progressive design-build team must complete design, permitting, construction, testing, commissioning, and turnover of the Phase 2B pipeline by March 1, 2026. The other selected progressive design-build team must complete design, permitting, construction, testing, commissioning, and turnover of the Phase 3C pipeline by March 1, 2025.**

**The final approved scope and fee for Phase 1 of the Project Scope on both Phase 2B and Phase 3C pipelines must be composed by September 20, 2022, for consideration at the October 5, 2022, Authority board meeting.**

**The final approved scope for and Guaranteed Maximum Price (GMP) for Phase 2 of the Project Scope on Phase 3C pipeline must be completed by January 17, 2023, for consideration at the February 2023 Authority board meeting. The final approved scope and GMP for Phase 2 of the Project Scope on Phase 2B pipeline must be completed by September 1, 2023, for consideration at the October 2023 Authority board meeting.**

### Project Scope

The Projects must be delivered in two phases:

- Phase 1 – 60% Design, including but not limited to 60% design if necessary to develop a Guaranteed Maximum Price (GMP), and permitting.
- Phase 2 – Final 100% Design, construction permitting, construction, testing, commissioning, and turnover services.

Consultants shall be responsible for determining the most appropriate and cost-effective means and methods for completion of the Projects to meet the Performance Criteria. Feasibility and routing studies are provided for informational purposes only with this information package.

### GENERAL PROJECT SCHEDULE

<u>Milestone</u>	<u>Expected Date of Completion</u>
(1) Advertise for Statements of Qualifications	05/24/2022
(2) Final Date for Questions	06/03/2022
(3) SOQ Submittals Due to the Authority	06/24/2022
(4) PSEC <sup>(a)</sup> Meeting	06/30/2022
(5) PSEC Presentations and Meeting/Ranking	07/14/2022
(6) Consultants Selection by the Authority Board of Directors	08/03/2022

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

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

## CONSULTANT SELECTION PROCESS

Consultant selection shall be in accordance with Section 3 of the Authority's Procurement Policy (adopted October 1, 2021, or latest revision). The Authority's Procurement Policy can be viewed in its entirety on the Authority's website at [www.regionalwater.org](http://www.regionalwater.org). A copy of the Authority's standard progressive design-build services contract form is included in this information package.

The selection process for the Projects includes two stages of review and ranking by the PSEC. The first stage includes the Consultants submittal of the SOQ and then scoring by the PSEC to shortlist the Consultants. The second stage includes the shortlisted Consultants presentation and submittal of a technical presentation for the PSEC to rank. At the end of each technical presentation the Consultants will identify the project they would prefer to work on (either Phase 2B or Phase 3C pipelines) if they were awarded a project. The PSEC will recommend award to the Consultant ranked 1<sup>st</sup> for their preferred Project and will recommend award to the 2<sup>nd</sup> ranked Consultant for the other Project.

The progressive design-build 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 in its absolute discretion. **By submitting a SOQ, Consultant agrees to all the terms and conditions of this Request for Statements of Qualifications and those included in the Authority's standard progressive design-build services contract.** Questions and clarification related to this Request for Statements of Qualifications or the Authority's standard progressive design-build services contract, must be submitted to the Authority as described below.

The Authority is currently working with Stantec Consulting Services, Inc. ("Stantec") for preliminary engineering and property acquisition tasks on the Projects. Stantec is precluded from being on a team for the Projects and Consultants are precluded from contacting them with questions related to this SOQ until after the Board has taken action on the recommendation to award for the Projects. Stantec is progressing towards preliminary engineering activities of geotechnical engineering, property acquisition, and survey; however, this preliminary engineering is not intended to cover all required effort for geotechnical engineering, property acquisition, or survey that will be needed for the Projects. Consultants and their subcontractors must be capable of providing all services needed to complete the Projects.

This Request for Statements of Qualifications concerns the pipelines and alignments indicated in the Performance Criteria. After issuance of this Request for Statements of Qualifications, 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 these issues until after the Board of Directors has made awards or when the solicitation has been canceled or terminated. Any questions concerning this Request for Statements of Qualifications must be presented in writing via email to [procurement@regionalwater.org](mailto:procurement@regionalwater.org) no later than 5:00 p.m.

Eastern Standard Time on June 3, 2022, using “**SOQ Question: PDB Services for Phases 2B and 3C**” as the subject line. **Consultants are responsible to review the Authority’s website for the Authority’s responses to any questions timely submitted.**

## SOQ REQUIREMENTS

SOQs must include documentation to satisfactorily demonstrate all required information, and may include supplemental information, as needed, to appropriately address any point or issue, provided that the submittal complies with all requirements of this Request for SOQs, including any page limit(s). The SOQ needs to only cover the Consultant’s qualifications and general approach with respect to progressive design-build projects. Any Project specific information in the SOQ will not be considered in the first stage scoring of the SOQ. The Projects specific technical approach will be considered in the second stage of the evaluation process with the shortlisted Consultants.

Submitted Qualifications must not exceed sixty (60) pages in total, and must include the following sections:

### 1. Letter of Transmittal & Delegation of Authority

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

- a. Full legal company name and Company type (i.e., Corporation, Partnership, Joint Venture (JV), etc.). Firm should be registered as a legal entity in the State of Florida.;
- b. Physical and mailing addresses (if different) and include any other location(s) which may perform portion(s) of the work;
- c. Primary company point-of-contact information (name, phone and email), and any secondary or supplemental point(s)-of-contact information;
- d. Names and titles of principals, partners, or owners as applicable;
- e. Brief statement of company history (date of establishment, number of years in business, number of employees, etc.);
- f. Brief description of business philosophy; and
- g. Brief statement regarding the Consultant’s interest in this project.
- h. Brief statement regarding compliance with provisions as detailed in 2 C.F.R. Part 200 (Uniform Guidance), including the required contract clauses detailed in 2 C.F.R. Part 200, Appendix II and Federal Labor Standards Provisions (Davis-Bacon and Related Acts 29 C.F.R Parts 1, 3 and 5).

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

2. Progressive Design-Build Team & Staff Qualifications

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

- a. Legal name(s) of **all** entities that comprise of the Progressive Design-Build team, the primary point-of-contact for each entity, the office location from which the primary point-of-contact is assigned, phone number, and email address.
- b. State if the Consultant's business and proposed key personnel are licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity and key personnel, including Design-Build Institute of America (DBIA) Certifications. License copies may be minimized to fit multiple licenses per page, as long as they are legible.
- c. Demonstrate Proposer's minimum compliance with the Design-Build requirements of Section 287.055, Florida Statutes.
- d. Provide a written overview of the experience between the Prime Contractor and Prime Engineer, including projects of similar size, length and complexity.
- e. Provide an Organizational Chart(s) that identifies key personnel and support staff, partners, and specialty contractors. Limit the organizational chart(s) to 11 x 17 maximum page size.
- f. Provide resumes for key personnel proposed for the Projects and demonstrate qualifications, experience and capabilities of the individuals.

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

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

3. Progressive Design-Build Team Similar Experience

Similar Experience (Counts towards maximum page limit): Consultants shall submit reference projects successfully completed in the last ten (10) calendar years that in part or fully meet the following qualifications. The Reference Form must be completed for all reference projects and those projects need to also be listed in the Key Personnel Chart. Reference projects can include projects either ongoing or completed by the firms or key personnel experience if with different firm.

- a. The Prime Contractor and Prime Engineer shall each submit at least two (2) completed 36-inch or larger pressure pipelines.
- b. The Prime Contractor (or their subcontractor) and Prime Engineer (or their sub-consultant) shall each submit at least one (1) completed 3-MGD firm capacity or larger pump stations.
- c. The Prime Contractor and Prime Engineer shall submit at least two (2) completed alternative delivery projects; either Progressive Design-Build or other collaborative delivery with a GMP. The original GMP, final construction cost and an explanation of the differences between the original GMP and final construction shall be listed for each

alternative delivery project. These projects can be the same reference projects as those requested in 3.a. or 3.b above.

- d. The Prime Contractor (or their subcontractor) and Prime Engineer (or their sub-consultant) shall each submit at least one (1) completed subaqueous pipeline crossing. These projects can be the same reference projects as those requested in 3.a., 3.b, or 3.c above.

4. Progressive Design-Build Team Project Approach

Approach (Counts towards maximum page limit): Provide a narrative (graphics are optional) detailing the general steps and approach the Consultants utilize to deliver successful Progressive Design-Build projects. At a minimum, cover the approach to developing a Risk Registry, controlling costs (design and construction), and working with supply chains.

5. Price Proposal – Subject to Further Negotiation

Price Proposal (Does not count towards maximum page limit): Based on proposed staff for the Projects, current staff pay rates, benefits, and equipment, Progressive Design-Build team shall submit a lump sum price from the Prime Contractor based upon a typical pipelaying crew (as defined below) for a one (1) month period, with 5 working days a week (20 working days total for the month), forty (40) hour work weeks, that includes the following:

Contractor Staff: one (1) project manager, one (1) superintendent, one (1) foreman, three (3) equipment operators, and four (4) pipelayer/fitter laborers.

Contractor Equipment: one (1) Excavator (CAT 330 equivalent or greater capacity), one (1) Dozer (CAT D6 equivalent or greater capacity), and one (1) Loader (CAT 950 equivalent or greater capacity).

This lump sum price will be subject to further negotiation during the development of the GMP. Submit a single page for this section restating the staff, equipment and listing a single lump sum price.

6. Financial Capability and Legal

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

- a. Complete the following attachments:
  - i. Attachment C – Claims, Liens, and Litigation History
  - ii. Attachment D – Affidavit of Solvency
- b. Proposers shall demonstrate their financial strength and stability to successfully execute this project (maximum one (1) page). The Consultant (Consultant) shall submit along with other information requested the **most recently audited, stamped and embossed company balance sheet**. If the Proposer is a JV, the managing partner must be identified. All parties to the JV must submit an audited balance sheet and meet the financial ratios. The Proposer shall demonstrate that it is not subject to material adverse litigation and has sufficient liquidity in terms of cash flow and balance sheet strength. It is the responsibility of the proposers to provide these financial indicators as part of their statement of qualifications as calculated from their most recently audited balance sheet (included).

Minimum acceptable levels for these financial indicators are as follows:

- i. Times Interest Earned > 10.0
  - ii. Revenue to Equity  $\leq$  18
  - iii. Current Ratio  $\geq$  1.0
- c. Proposer will be required to provide a Performance Bond and Payment Bond in the full amount of the contract. Proposers shall provide evidence of their ability to maintain a Performance and Payment Bond in the amount of at least \$75 million as well as evidence of the insurance limits stated in the standard contract.
  - d. Disclosure of whether Consultant previously represented or currently represents Charlotte, DeSoto, Manatee or Sarasota Counties, and/or the City of North Port (“Customers”), in any capacity, and description of such representation, if applicable;
  - e. Disclosure of any current litigation the Consultant is a) a party to, or b) directly or indirectly involved (e.g., retained for testimony and expertise on behalf of any other entity; subpoenaed; etc.) that is against the Authority or any of the Customers, and a description of such litigation, if applicable;
  - f. Summary and disposition of any individual cases of litigation, judgments and/or legal actions, entered against Contractor or sub-contractor(s) for breach of contract for work performed for any local, state, federal, public or private entity, by any state or federal court, within the last five (5) years;
  - g. Disclose if the Consultant is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Consultant under federal bankruptcy law or any state insolvency law.

Required Forms (see copies attached below):

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

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

**Consultants desiring to provide these services to the Authority must submit a single electronic file in searchable PDF format of their statement of qualifications in accordance with the requirements contained in the information package via email to [procurement@regionalwater.org](mailto:procurement@regionalwater.org), using “Response to SOQ: PDB Services for Phases 2B and 3C” as the subject line.**

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

A Consultant’s SOQ must be received no later than **10:00 a.m. Eastern Standard Time on June 24, 2022**, at the above referenced email address. The Authority will not be responsible for any lost or late arriving statement of qualifications sent electronically. Late submittals will not be opened or considered. SOQs that are incomplete, conditional, obscure, or do not conform to the requirements contained in this Request for Statements of Qualifications may be rejected as nonresponsive at the sole discretion of the Authority. The Authority reserves the right to reject all responses and not grant any award resulting from this Request for Statements of Qualifications. The Authority also reserves the right to waive nonmaterial irregularities and technicalities and to re-advertise for additional statement of qualifications. If awarded, no contract will be formed between the 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 Request for Statements of Qualifications. Neither the Authority nor its representatives will be liable for any expenses incurred in connection with preparation of a response to this Request of Statement of Qualifications. By submitting on this SOQ, the Consultants acknowledge their team is willing and capable to perform the work required for either the Regional Integrated Loop Phase 2B or Regional Integrated Loop Phase 3C Pipelines.

**FIRST STAGE - SOQ EVALUATION CRITERIA**

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

First Stage Criteria	Weighting
1. Progressive Design-Build Team & Staff Qualifications	35 points
2. Progressive Design-Build Team Similar Experience	35 points
3. Progressive Design-Build Team Project Approach	35 points
4. Progressive Design-Build Team Location & Collaboration	5 points
5. Price Proposal - Subject to Negotiation	5 points
6. Financial Capability and Legal	<u>Pass/Fail</u>
<b>TOTAL</b>	<b>115 points</b>

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

**SECOND STAGE – TECHNICAL PRESENTATION**

The Consultants shortlisted by the Authority through the evaluation of qualifications shall submit and present their technical presentation for ranking by the PSEC as provided herein. The presentations will be submitted by the Consultants to the Authority on a USB Drive at the



conclusion of their presentation. At the conclusion of all presentations, the PSEC members will each rank the Consultants (i.e. 1<sup>st</sup> Place, 2<sup>nd</sup> Place, 3<sup>rd</sup> Place, etc.) based on the Second Stage Criteria. After the rankings are averaged, the top two Consultants will be recommended to the Board for selection on the Projects. The rankings from the PSEC will be recorded; however, the weighted scoring from the PSEC will not be recorded. The scores from the SOQ evaluation will not affect the Technical Presentation ranking. The Technical Presentation will provide a Project specific approach for the three criteria below on the Regional Integrated Loop Phase 3C only (Do not include an approach for Regional Loop Phase 2B in the Second Stage Technical Presentation). **The Technical Presentations can be up to 30 minutes in length with a question-and-answer period to follow.**

Technical Presentation Criteria

Progressive Design-Build Team 3C Schedule: Present a schedule with key milestones to meet the deadlines in the Performance Criteria. Identify the critical path for the Project and any approach to ensuring the deadlines are adhered to.

Progressive Design-Build Team 3C Technical Approach: Present the most critical aspects of the design and/or construction of the Project and your approach to addressing them (including previous history of address similar project aspects).

Progressive Design-Build Team 3C Innovative Ideas: Present any design or construction related innovative ideas your team has for the Project. This could include but it not limited to ideas related to cost savings, pipeline alignment, reducing impact on the public, material considerations, ease of future maintenance, etc.

The presentations will conclude with a slide of the Consultant’s preferred Project (either the Regional Integrated Loop Phase 2B Pipeline or the Regional Integrated Loop Phase 3C Pipeline). The Consultant ranked 1<sup>st</sup> will be recommended to the Board for their preferred Project and the 2<sup>nd</sup> ranked Consultant will be recommended for the other Project.

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

The following criteria, with the weighting indicated, will be used to rank the presentations:

Second Stage Criteria	Weighting
1. Progressive Design-Build Team 3C Schedule	33 points
2. Progressive Design-Build Team 3C Technical Approach	33 points
3. Progressive Design-Build Team 3C Innovative Ideas	33 points
<b>TOTAL</b>	<b>99 points</b>

## SCRUTINIZED COMPANIES

A company that, at the time of bidding or submitting a SOQ for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, shall be ineligible for, and may not bid on, submit a SOQ for, or enter into or renew a contract with an agency or local governmental entity for goods or services of any amount.

Similarly, a company that, at the time of bidding or submitting a SOQ 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, or has been engaged in business operations in Cuba or Syria, shall be ineligible for, and may not bid on, submit a SOQ for, or enter into or renew a contract with an agency or local governmental entity for goods or services of one million dollars or more. By submitting a SOQ, Consultant must certify that it is not on the aforementioned lists.

## PUBLIC ENTITY CRIMES

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, statements of qualifications, 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. Consultant shall submit with its SOQ a properly executed and notarized Public Entity Crimes Statement, attached hereto.

## DISCRIMINATORY VENDER LIST

An entity who has been placed on the discriminatory vendor list may not submit a bid, statement of qualifications, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, statement of qualifications, 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, statement of qualifications, 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. By submitting a SOQ to this solicitation, Consultant certifies that it is not on the discriminatory vender list.

## CONFLICT OF INTEREST

All Consultants must disclose in their SOQ the name of any officer, director, or agent who is also an employee of the Authority. Further, all Consultants must disclose the name of any employee

of the Authority who owns, directly or indirectly, an interest in the Consultant's firm or any of its subsidiaries.

#### PARTICIPATION IN E-VERIFY SYSTEM

Every public employer, consultant/contractor, and subconsultant/contractor 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.

#### PROCUREMENT POLICY AND BID PROTESTS

Consultant is hereby placed on notice of the existence of the Authority Procurement Policy, October 2021 (or latest revision) ("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](http://www.regionalwater.org). The Authority shall post the intended decision or Board decision on the Authority's website at [www.regionalwater.org](http://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.

#### PUBLIC AVAILABILITY OF RECORDS

Once opened, all SOQ will become the property of the Authority and, at the sole discretion of the Authority, may not be returned to Consultant. Any information, reports, or other materials given to, prepared, or submitted in response to this Request for Statements of Qualifications will be subject to the provisions of the Public Records Act, Chapter 119, Florida Statutes. Any Consultant claiming that its SOQ contains information that is exempt from Chapter 119, Florida Statutes, must clearly segregate and mark that specific information and provide the specific statutory citation for such exemption. Section 119.071(1)(b), Florida Statutes, exempts sealed SOQ from inspection, examination, and duplication until such time as the Authority issues a notice of intended decision pursuant to Section 120.57(3)(a), Florida Statutes, or within thirty (30) days after the SOQ opening, whichever comes first. This exemption is not waived by the public opening of the SOQ. **ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THIS REQUEST FOR STATEMENT OF QUALIFICATIONS CAN BE DIRECTED TO THE AUTHORITY'S PUBLIC RECORDS CUSTODIAN BY TELEPHONE AT (941) 316-1776, OR BY EMAIL AT PEACERIVER@REGIONALWATER.ORG, OR 9415 TOWN CENTER PARKWAY, LAKEWOOD RANCH, FLORIDA 34202.**

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

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

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

for \_\_\_\_\_  
(Print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ company organized under the laws of the State of \_\_\_\_\_, on behalf of the company, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_

**REFERENCE FORM**

Consultant Name: \_\_\_\_\_

Role on the Project (Prime, Sub-consultant, Engineer of Record, etc.) \_\_\_\_\_

Reference Entity: \_\_\_\_\_

Reference Contact Person: \_\_\_\_\_

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

Reference Email Address: \_\_\_\_\_

Reference Phone No.: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Delivery Method: \_\_\_\_\_

Project Location: \_\_\_\_\_

Consultant Project Manager: \_\_\_\_\_

Project Engineer of Record: \_\_\_\_\_

Date Project Commenced: \_\_\_\_\_

Date of Final Completion: \_\_\_\_\_

Construction Cost (Budget & Final Costs): \_\_\_\_\_

Alternative Delivery Projects (Only) Original GMP: \_\_\_\_\_ Final Cost: \_\_\_\_\_

Qualification Satisfied:  3.a. ≥36-inch Pressure Pipeline  3.b. ≥3-MGD Firm Capacity Pump Station

3.c. Alternative Project Delivery  3.d. Subaqueous Pipeline Crossing

Description of Work Performed and Explanation of Differences in Original GMP and Final Cost (GMP difference only for alternative delivery projects) : \_\_\_\_\_

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**Contract Holder E-Verify Registration and Affidavit**

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

**Affidavit**

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

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

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

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

STATE OF \_\_\_\_\_

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

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_

# ATTACHMENT A

## KEY PERSONNEL CHART

Key Personnel	Key Personnel Role on Design-Build Team	Employer	Years of Exp	Assigned Office City/State	Reference Project No. X	Reference Project No. X	Reference Project No. X	Reference Project No. X	Reference Project No. X	Reference Project No. X	Reference Project No. X	Reference Project No. X	Reference Project No. X	Reference Project No. X	Reference Project No. X	Reference Project No. X	Reference Project No. X	Reference Project No. X	Reference Project No. X	Reference Project No. X	Reference Project No. X	Reference Project No. X	Reference Project No. X	Reference Project No. X	Reference Project No. X	Reference Project No. X	Reference Project No. X	Reference Project No. X	Reference Project No. X	Reference Project No. X	Reference Project No. X									
					Project Name	Project Name	Project Name	Project Name	Project Name	Project Name	Project Name	Project Name	Project Name	Project Name	Project Name	Project Name	Project Name	Project Name	Project Name	Project Name	Project Name	Project Name	Project Name	Project Name	Project Name	Project Name	Project Name	Project Name	Project Name	Project Name	Project Name	Project Name	Project Name	Project Name	Project Name					
<i>X. Ample, P.E.</i>					X	X	X																																	
<i>X. Ample II, P.E.</i>								X																																
.....																																								
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Indicate (X) this row if the reference project was completed for the Authority																																								

- Notes:
1. (X) indicates Key Personnel worked on the Reference Project  
The placeholder for "Reference Project No. X" should be replaced with the actual reference project name. There is no limit to the number of reference projects; however, this chart must fit to a single page that measures a maximum size of 11"x17".
  2. This excel sheet is an example of the information to be presented in the Key Personnel Chart; however, the format can be modified for the proposal.



**ATTACHMENT B**

**QUALIFICATION CERTIFICATION**

The Undersigned presents this Qualification Submittal to be considered as a Qualified Design-Build Firm for provision of Design-Build services for the Regional Integrated Loop Phase 2B or Phase 3C Pipelines.

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

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

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

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Printed Name & Title of Affiant

\_\_\_\_\_  
Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Affiant. who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_

**ATTACHMENT C**

**CLAIMS, LIENS, LITIGATION HISTORY**

1. Within the past 5 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes \_\_\_\_ No \_\_\_\_  
If yes, please attach additional sheet(s) to include:  
Description of every action Captions of the Litigation or Arbitration  
Amount at issue: \_\_\_\_\_ Name (s) of the attorneys representing all parties:

\_\_\_\_\_  
Amount actually recovered, if any: \_\_\_\_\_  
Name(s) of the project owner(s)/manager(s) to include address and phone number:  
\_\_\_\_\_

2. List all pending litigation and or arbitration.  
3. List and explain all litigation and arbitration within the past five (5) years - pending, resolved, dismissed, etc.  
4. Within the past 5 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job? Yes \_\_\_\_ No \_\_\_\_ If yes, please explain in detail:

\_\_\_\_\_  
\_\_\_\_\_

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes \_\_\_\_ No \_\_\_\_ If no, please explain why?

\_\_\_\_\_  
\_\_\_\_\_

7. List the status of all pending claims currently filed against your company:

\_\_\_\_\_  
\_\_\_\_\_

**Liquidated Damages**

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes \_\_\_\_ No \_\_\_\_ If yes, please explain in detail:

\_\_\_\_\_  
\_\_\_\_\_

**(Use additional or supplemental pages as needed)**

**ATTACHMENT D**

**AFFIDAVIT OF SOLVENCY**

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

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

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

\_\_\_\_\_  
Signature of Affiant

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

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Affiant. who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Hon. Alan Maio  
Sarasota County

Hon. Elton A. Langford  
DeSoto County

Hon. Bill Truex  
Charlotte County

Hon. George Kruse  
Manatee County

Mike Coates, P.G., Executive Director

## **Request for Statements of Qualifications: Progressive Design-Build Services for Regional Integrated Loop Phase 2B and 3C Pipelines**

### **Addendum 1 – Updates to Information Package**

**June 7, 2022**

#### **Final Date for Questions:**

Due to the additional information provided below, the Final Date for Questions for the above referenced project will be extended to **June 13, 2022 at 5:00 pm EST.**

#### **The following statement is added to the Information Package at the end of the CONSULTANT SELECTION section (page 5):**

*The Authority reserves the right to negotiate future phases of the Regional Integrated Loop Pipelines with the Consultants awarded the Projects during the period from the date of the Design-Build Contract execution until the Project reaches final completion plus two years (final Project completion date + two years). The Authority may choose to negotiate with the respective Consultant for the future phase of their awarded phase (Phase 2C is the future phase of Phase 2B and Phase 3C Extension is the future phase of Phase 3C as identified in the Feasibility and Routing Studies) or may choose to re-advertise the projects.*

#### **The Contract:**

The Contract for the Regional Integrated Loop Pipelines Phase 2B (Charlotte County) and Phase 3C (Sarasota County) will be negotiated with the Consultant using DBIA Document No. 545 Progressive Design-Build Agreement for Water and Wastewater Projects including the General Conditions of Contract as the basis with some variation.

The Authority and Consultant will also finalize exhibits to be included in the contract. Drafts of the Owner's Project Criteria (Exhibit A of the respective Progressive Design-Build Contracts) for each project are attached.

The Authority's typical contract insurance provisions for construction projects are below for reference.

## **Typical Contract Insurance Provisions:**

Workers Compensation. Coverage must apply for all employees and subcontractors with statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:

- a. Employer's Liability with a minimum limit of \$1,000,000 per accident in accordance with statutory requirements.
- b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
- c. Contractor(s) must be in compliance with all applicable state and federal workers' compensation laws, including but not limited to, US Longshore and Harbor Workers Compensation Act, Jones Act, Federal Employers Liability Act, et. al.

### Commercial or Comprehensive General Liability (Construction Contracts Use Contractors GL below).

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.

Contractor's General Liability Coverage shall include completed operations and product liability coverages and include property under the care, custody, and control of Contractor:

- |  |             |
|--|-------------|
| a. General Aggregate   | \$2,000,000 |
| b. Products – Completed Operations Aggregate per Job   | \$2,000,000 |
| c. Personal and Advertising Injury   | \$2,000,000 |
| d. Each Occurrence (Bodily Injury and Property Damage)   | \$2,000,000 |
| e. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable. |             |

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.

Professional Liability (Engineering/Design). Coverage must include:

- a. Minimum limit of \$1,000,000 per occurrence or claim of malpractice, negligence, error and omissions.
- b. Minimum limit of \$1,000,000 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.

Contractor's Property Insurance Contractor shall purchase and maintain property insurance upon the Work at the Project Site in the amount of the full replacement cost thereof.

- 1. This insurance shall:
  - a. include the interest of Owner, Contractor, Subcontractors, Engineer, and the officers, directors, partners, employees, agents and other consultants and Subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
  - b. be written on a Builder's Risk or Installation Floater, as appropriate "all-risk" policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage for, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood) and such other perils or causes of loss as may be specifically required by the Contract;
  - c. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
  - d. cover materials and equipment stored at the Project Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
  - e. allow for partial utilization of the Work by Owner;
  - f. include testing and startup; and
  - g. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor and Engineer with thirty (30) calendar days written notice to each other additional insured to whom a certificate of insurance has been issued.
- 2. Contractor shall be responsible for any deductible or self-insured retention.

Excess or Umbrella Liability This insurance shall protect Contractor, and Owner, Engineer's Consultants, and Engineer as additional insureds, against claims in excess of the limits provided under workers' compensation and employers' liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits.

- 1) General Aggregate \$20,000,000
- 2) Each Occurrence \$20,000,000

**The Authority proposes to use Section 13 of the DBIA regarding liability as stated below:**

Limitation. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Design-Builder, its Design Consultants, and Subcontractors, surety (if any) and their respective officers, directors, employees, and agents, and any of them, to Owner and anyone claiming by, through or under Owner, for any and all claims, losses, liabilities, costs, or damages whatsoever arising out of, resulting from, or in any way related to, the Project or this Agreement from any cause, including but not limited to the negligence, indemnity, professional errors or omissions, strict liability, breach of contract, or warranty (express or implied) shall not exceed one-hundred percent (100%) of the Contract Price. The parties agree that specific consideration has been given by the Design-Builder for this limitation and that it is deemed adequate.

**Exhibit A**  
**Owner's Project Criteria**  
**Regional Integrated Loop Phase 2B Pipeline for Charlotte County**

**Use and Project Objectives**

This project is to design, permit, and construct a large diameter potable water transmission main for the Regional Integrated Loop Phase 2B pipeline for Charlotte County ("Project"). When completed this Project will deliver finished water to Charlotte County to meet system capacity needs as well as extend the regional water transmission system to support future regional supply and connectivity goals.

The Project is approximately 13 miles of 42-inch diameter pipe beginning near the western end of the existing Phase 2 Regional Interconnect and 36-inch diameter Regional Transmission Main in Charlotte County (near the intersection of Harbor Boulevard and Veterans Boulevard). The Project then extends generally westward, crossing the Myakka River and terminating at or in the vicinity of the Charlotte County Utilities Gulf Cove Booster Station (WBS#3, 12050 Van Lenten Boulevard). The Project includes metering facilities, telemetry, and other appurtenances deemed appropriate to make the Project fully functional for water transfer and delivery. The delivery of finished water through this pipeline needs to offer a high degree of flexibility to enable delivery of required supply to the Gulf Cove Booster Station and support a future connection with the Regional Integrated Loop Phase 2C Interconnect, future Authority storage tank at the Gulf Cove Booster Station and other future extension/expansion of the regional system as shown in the Authority's CIP.

All terms used in this Exhibit A have the meanings given them in DBIA Document No. 545 Progressive Design-Build Agreement for Water and Wastewater Projects including the General Conditions of Contract.

**Time**

Consultant must submit its Phase 1 Proposal as acceptable to the Owner on or before September 20, 2022.

Consultant must finalize its Phase 2 Proposal as acceptable to Owner and must agree on a Contract Price Amendment on or before September 1, 2023.

Consultant must complete the design, permitting, construction, testing, commissioning, and turnover of the Project by March 1, 2026.

Consultant must coordinate and manage the Project consistent with the Authority's acquisition of property through the eminent domain process.

**Site**

The Project may be constructed along any of the routes provided in the Feasibility and Routing



Study for Phase 2B Pipeline or along another route proposed by Consultant that Owner determines will meet the Project objectives. Deviations from the preferred pipeline route in the Feasibility and Routing Study must be brought to the Board for approval.

### **Other Performance Requirements**

Consultant must review any preliminary studies and designs procured by the Authority and must provide all services needed to complete the Project including but not limited to Project engineering, geotechnical engineering, consulting related to property acquisition, and survey.

The Project must be delivered in two phases:

- Phase 1 includes at least 60% design or whatever percentage of design that is necessary to develop a Guaranteed Maximum Price (GMP) and permitting.
- Phase 2 includes final 100% design, permitting, construction, testing, commissioning, and turnover services.

DRAFT

**Exhibit A**  
**Owner's Project Criteria**  
**Regional Integrated Loop Phase 3C Pipeline for Sarasota County**

**Use and Project Objectives**

This project is to design, permit, and construct a large diameter potable water transmission main for the Regional Integrated Loop Phase 3C pipeline for Sarasota County ("Project"). When completed this Project will deliver finished water to Sarasota County to meet system capacity needs as well as extend the regional water transmission system to support future regional supply and connectivity goals.

The Project is approximately 9 miles of 42-inch diameter pipe which begins near the northern end of the existing Regional Integrated Loop Phase 3B within Sarasota County near State Road 72 immediately east of Cow Pen Slough Canal. The Project then extends generally north to the approximate vicinity of the intersection of Fruitville and Lorraine Roads where it will terminate at a delivery location with Sarasota County utilities existing infrastructure. A new pumping station is to be located near the northern end of the Phase 3C pipeline and will include a 10 MGD pumping facility (expandable to 30 MGD future), one finished water storage tank (estimated 5 MG) constructed now with this Project and siting for a future storage tank. The Project includes metering facilities, chemical adjustment, telemetry, back-up power supply, and other appurtenances as deemed appropriate to make the Project fully functional for water transfer and delivery. The delivery of potable water through this pipeline needs to offer a high degree of flexibility to enable delivery of required supply and facilitate a future extension/expansion of the regional water transmission system to support future regional supply and connectivity goals.

**Time**

Consultant must submit its Phase 1 Proposal as acceptable to the Owner on or before September 20, 2022.

Consultant must finalize its Phase 2 Proposal as acceptable to Owner and must agree on a Contract Price Amendment on or before January 17, 2023.

Consultant must complete the design, permitting, construction, testing, commissioning, and turnover of the Project by March 1, 2025.

Consultant must coordinate and manage the Project consistent with the Authority's acquisition of property through the eminent domain process.

**Site**

The Project may be constructed along any of the routes provided in the Feasibility and Routing Study for Phase 3C Pipeline or along another route proposed by Consultant that Owner determines will meet the Project objectives. Deviations from the preferred pipeline route in the Feasibility and Routing Study must be brought to the Board for approval.

## **Other Performance Requirements**

Consultant must review any preliminary studies and designs procured by the Authority and must provide all services needed to complete the Project including but not limited to Project engineering, geotechnical engineering, consulting related to property acquisition, and survey.

The Project must be delivered in two phases:

- Phase 1 includes at least 60% design or whatever percentage of design that is necessary to develop a Guaranteed Maximum Price (GMP) and permitting.
- Phase 2 includes final 100% design, permitting, construction, testing, commissioning, and turnover services.

DRAFT

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Hon. Alan Maio  
Sarasota County

Hon. Elton A. Langford  
DeSoto County

Hon. Bill Truex  
Charlotte County

Hon. George Kruse  
Manatee County

Mike Coates, P.G., Executive Director

## **Request for Statements of Qualifications: Progressive Design-Build Services for Regional Integrated Loop Phase 2B and 3C Pipelines**

### **Addendum 2: Response to Questions**

**June 7, 2022**

**1. Question:** Would the Authority consider a 2 week postponement to the due date for this SOQ?

**Response:** Due to the timing of the PSEC meetings and Board schedule, the Authority cannot postpone the submittal date for this SOQ.

**2. Question:** Per the RFQ documentation, PH2B2C-PBDSOQ2022\_Information Package under SOQ Requirements, Line item 1 (one) states, "a Letter of Transmittal must be provided from the Primary Contractor and Primary Engineer." Please confirm only one letter is required, from the firm (Design-Builder) submitting the SOQ package?

**Response:** It is confirmed that only 1 letter is required from the Design Build Team submitting the SOQ.

**3. Question:** Per the RFQ documentation, PH2B2C-PBDSOQ2022\_Information Package under SOQ Requirements, item 2.b on page 6 requests, "the Consultant attach copies of all such licenses issued to the business entity and key personnel, including Design-Build Institute of America (DBIA) Certifications." Can all copies of the licenses NOT count towards the maximum page limit?

**Response:** Copies of the licenses will NOT count toward the maximum page limit.

**4. Question:** Per the RFQ documentation, PH2B2C-PBDSOQ2022\_Information Package under SOQ Requirements, the introduction paragraph of item 3 last sentence, states, "Reference Projects can include projects either ongoing or completed by the

firms or key personnel experience if with different firm”, however the beginning of the paragraph states, “Consultants shall submit reference projects successfully completed in the last ten (10) calendar years that in part or fully meet the following qualifications.” Please clarify if reference projects must be completed in the last ten (10) years or if they can be ongoing.

**Response:** Reference projects may be ongoing.

**5. Question:** Regarding Page Margins, would the Authority allow .5” margins as an alternative to 1” margins?

**Response:** No.

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Hon. Alan Maio  
Sarasota County

Hon. Elton A. Langford  
DeSoto County

Hon. Bill Truex  
Charlotte County

Hon. George Kruse  
Manatee County

Mike Coates, P.G., Executive Director

## **Request for Statements of Qualifications: Progressive Design-Build Services for Regional Integrated Loop Phase 2B and 3C Pipelines**

### **Addendum 3: Response to Questions**

**June 14, 2022**

**1. Question:** Per Addendum 1 the contract requires Excess or Umbrella Liability insurance limits of General Aggregate \$20,000,000.00 and the same for each occurrence. Will the Authority reduce the amount to \$10,000,000.00?

**Response:** At this time, the Authority will not reduce the standard contract insurance requirements.

**TAB C**  
**Submitted Qualifications**



# **PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

PROGRESSIVE DESIGN-BUILD SERVICES FOR:

**REGIONAL INTEGRATED LOOP PHASE 2B AND PHASE 3C PIPELINES**

Submitted by:

Garney Companies, Inc.  
2930 University Parkway  
Sarasota, FL 34243





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- 2** *PROGRESSIVE DESIGN-BUILD TEAM & STAFF QUALIFICATIONS*
- 3** *PROGRESSIVE DESIGN-BUILD TEAM SIMILAR EXPERIENCE*
- 4** *PROGRESSIVE DESIGN-BUILD TEAM PROJECT APPROACH*
- 5** *PRICE PROPOSAL - SUBJECT TO FURTHER NEGOTIATION*
- 6** *FINANCIAL CAPABILITY AND LEGAL*
- 7** *ADDITIONAL REQUIRED FORMS*

**The Garney + Ardurra Team worked together seamlessly, resolving challenges and incorporating value engineering innovations that netted \$50,000 in added project value, all while meeting our budget and schedule goals, and maintaining existing plant treatment operations.**

– Beth Schinella, Director  
Hillsborough County, FL



**SECTION 01**

**LETTER OF TRANSMITTAL & DELEGATION OF AUTHORITY**



# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

## PROGRESSIVE DESIGN-BUILD SERVICES FOR THE REGIONAL INTEGRATED LOOP PHASE 2B AND PHASE 3C PIPELINES

June 24, 2022

9415 Town Center Parkway

Lakewood Ranch, FL 34202

**Attn: Mike Coates, Executive Director**

Dear Mr. Coates and Selection Committee Members,

The Peace River Manasota Regional Water Supply Authority's (Authority) mission is 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. The recent excessive growth in the region has accelerated your vision for the expansion of the regional integrated water loop and the timeline to meet the needs of your member governments.

We applaud the Authority for recognizing the multitude of cost and schedule benefits the progressive design-build (PDB) process provides towards meeting both your critical projects' schedules and water supply demands.

The success of implementing PDB starts with a foundation built around trust and collaboration. Garney Companies, Inc. (Garney) as Design-Builder and Ardurra Group, Inc. (Ardurra) as Lead Design Engineer have a 24-year history working together and have been a partner to the Authority since 2007. Over this time, we have developed a collaborative partnership and earned each other's and the Authority's trust.

Within this proposal you will find our team has local in-depth experience with PDB projects. Additionally, we have superior experience with larger diameter pipelines and pump stations. Our team knows your system, having already designed or installed four phases of it. We are the right team to partner with the Authority on successfully implementing your first PDB project.

### **Acknowledgment of Addenda:**

Addendum 1 | June 7, 2022

Addendum 2 | June 7, 2022

Addendum 3 | June 14, 2022



*Per the RFQ requirements, Garney (Design-Builder / Prime Contractor) and Ardurra (Primary Engineer) have responded to the following lines items A-H depicted in the Information Package supplemental to the Letter of Transmittal provided above.*

Respectfully submitted,  
**Garney Companies, Inc.**

**Jason A. Seubert**

VP / COO - Eastern Pipe Operations  
816.746.7233  
jseubert@garney.com



**Garney Companies, Inc.**

2930 University Parkway, Sarasota, FL 34243

PH: 816.746.7233

www.garney.com

# GARNEY

## LETTER OF TRANSMITTAL & DELEGATION OF AUTHORITY

### A. LEGAL COMPANY NAME AND TYPE

Garney Companies, Inc. // Corporation

### B. PHYSICAL/MAILING ADDRESS

**Physical Address:** 2930 University Parkway,  
Sarasota, FL 34243

**Mailing Address:** 370 E. Crown Point Road,  
Winter Garden, FL 34787

### C. PRIMARY COMPANY POINT-OF-CONTACT INFORMATION

Jason A. Seubert

Primary Company Point-of-Contact

VP / COO – Eastern Pipe Operations

Ph: 816.746.7233

E: jseubert@garney.com

Rob Fults, Primary Project Point-of-Contact

Design-Build Manager

Ph: 941.451.1488

E: rfults@garney.com

### D. NAMES AND TITLES OF PRINCIPALS, PARTNERS, OR OWNERS

Garney is the largest contractor in our line of work and has a tremendous depth of resources spread across the country, including more than 1,800 employees in 18 offices nationwide, of which 252+ employees work out of our three Florida offices. The map below depicts our firm's current officers and their location.

Wayne O'Brien – VP / COO -  
Western Plant Operations

Mike Heitmann – CEO  
Scott Parrish – President  
Meggan Kruse – CFO  
Mike Strong – Director of General Counsel  
Matthew Foster – VP / COO - Western Pipe Operations

KANSAS CITY  
HEADQUARTERS

David Burkhart – Vice President

#### MASSACHUSETTS

Greg Harris – Vice President

#### GEORGIA

Steve Ford – Vice President

#### FLORIDA

Timothy Behler – VP / COO -

Eastern Plant Operations

Jason Seubert – VP / COO -

Eastern Pipe Operations

Garney Construction // Peace River Manasota Regional Water Supply Authority // Progressive Design-Build Services,  
Regional Integrated Loop Phase 2B and Phase 3C Pipelines



# GARNEY, CONT'D

## F. DESCRIPTION OF BUSINESS

### PHILOSOPHY

Because Garney is 100% employee owned when you work with one of us, you're working with one of our owners, and people who have pride of ownership naturally work a bit harder to ensure the job is done right the first time. You'll find working with Garney a bit different. We're a hands-on organization that centers our every day work around the well-being of our families. The goals and philosophies our employee-owners abide by everyday are shown below.

## G. INTEREST IN THIS PROJECT

Garney has a long-standing and successful relationship with the Authority having served as the prime contractor on several Authority projects including the Peace River Facility Expansion Contract No. 2 and the Phase 1A, 3A, and 3B regional transmission main projects.

We also maintain a Continuing Services Contract with the Authority. We enjoy working with the Authority to achieve its goals and would very much like to continue our successful relationship by applying our experience and extensive resources to the success of this project.

## H. COMPLIANCE WITH PROVISIONS

Garney has extensive experience complying with Federal regulations including Federal Acquisition Regulation (FAR) and the Code of Federal Regulations (CFR) including Title 2 - Grants and Agreements the required contract clauses detailed in 2 C.F.R. Part 200, Appendix II and Federal Labor Standards Provisions (Davis-Bacon and Related Acts 29 C.F.R Parts 1, 3 and 5). Garney agrees to fully comply with all these regulations and codes required as part of this solicitation and any contracts that result from it.

# GOALS

- ✓ SAFETY
- ✓ QUALITY
- ✓ ALLOW ALL EMPLOYEE-OWNERS TO ACHIEVE THEIR FULL POTENTIAL
- ✓ JOB SECURITY AND ESOP PERPETUATION
- ✓ PROFITABILITY
- ✓ SERVICE TO OUR CUSTOMERS AND THE COMMUNITY

# PHILOSOPHIES

- ✓ INTEGRITY IS THE SHORTEST PATH TO SUCCESS
- ✓ WIN/WIN
- ✓ EXCELLENCE IS THE STANDARD
- ✓ 100% EMPLOYEE OWNED

# ARDURRA

## **A. LEGAL COMPANY NAME AND TYPE**

Ardurra Group, Inc. // Corporation

## **B. PHYSICAL/MAILING ADDRESS**

**Physical Address:** 2930 University Parkway,  
Sarasota, FL 34243

**Mailing Address:** 4921 Memorial Highway,  
Suite 300, Tampa, FL 33634

## **C. PRIMARY COMPANY POINT-OF-CONTACT INFORMATION**

Christopher Kuzler, PE

Director

Ph: 813.880.8881

E: ckuzler@ardurra.com

## **D. NAMES AND TITLES OF PRINCIPALS, PARTNERS, OR OWNERS**

- » Catherine Cahill, CFO, Treasurer
- » Lisa Penna, Vice President
- » Christopher Lee, Secretary, Director
- » Ernesto Aguilar, Director, President, CEO
- » Ashley Change, Vice President
- » Richard Cloutier, Vice President, Director
- » Jeffrey Stouten, Vice President
- » Christopher Kuzler, Director
- » Michael Ross, Assistant Vice President
- » Alexandra Smith, Assistant Vice President
- » Anthony Brindisi, Director
- » James Bishop, Director
- » Rob Costello, Director

## **E. STATEMENT OF COMPANY HISTORY**

Incorporated in December 1977, Ardurra Group, Inc. (FKA King Engineering Associates, Inc.), has been in business for over 44 years.

In 2017, a number of firms combined to offer a broader range of services to clients across the country and in 2019 renamed themselves Ardurra Group, Inc. (Ardurra). Ardurra has now grown to 900+ staff nationwide, 300+ in Florida and 100+ local staff in Tampa & Sarasota, FL.

## **F. DESCRIPTION OF BUSINESS PHILOSOPHY**

Ardurra's business philosophy is to satisfy our clients' true needs in a responsive, cost-effective and timely manner using creative, yet sound engineering solutions.

## **G. INTEREST IN THIS PROJECT**

Since 2007, Ardurra has been the Authority's trusted partner in expansion of its Integrated Regional Loop System having served as the Lead Engineering firm on the Phase 1, 2, and 3B Regional Loop projects and having participated in the Route and Feasibility Study for the Phase 3C project. We are proud of the work we have done for the Phase 3C project and are excited about this opportunity to continue to be part of your success. Because of our experience working with the Authority over the years, we understand the nuances associated with this project and how to successfully address them through lessons learned on past Authority projects and via our deep bench of experience on similar large diameter pipeline and large capacity pump station projects.

## **H. COMPLIANCE WITH PROVISIONS**

See page 76 within Section 6 – Financial Capability and Legal.

# DELEGATION OF AUTHORITY



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

The undersigned, Thomas J. Roberts, hereby certifies that he is the duly elected and qualified Secretary of Garney Companies, Inc. a Missouri Corporation (the "Company"), and that as Secretary, he maintains the records and the corporate seal of the Company. The undersigned further certifies that the following is a true and correct copy of the resolution adopted by the Sole Director of the Company on the 3rd day of December, 2021 and that such resolution is now in full force and effect:

**RESOLVED:** That the following individuals listed below

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

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

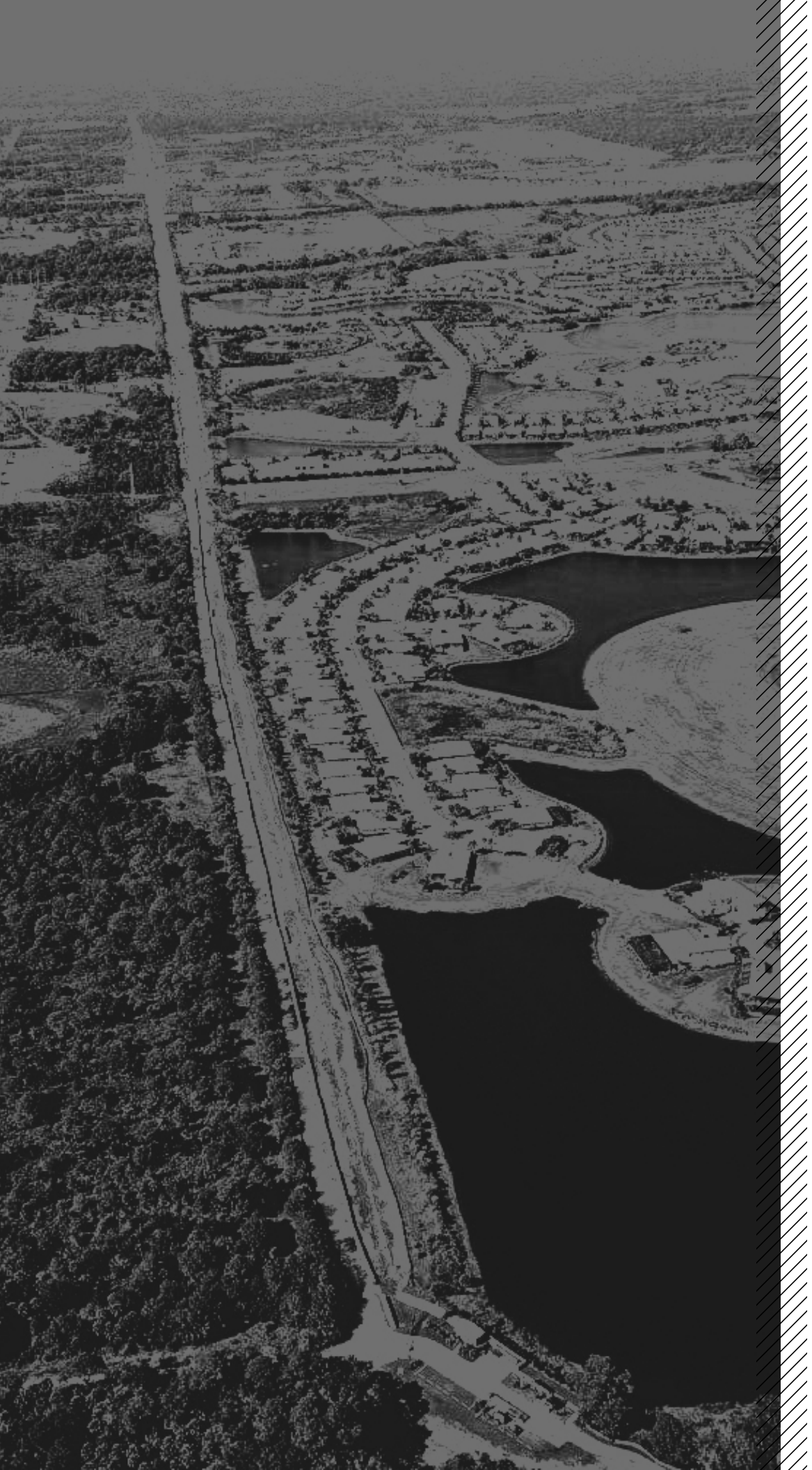
**IN WITNESS WHEREOF**, the undersigned has hereby affixed his name as Secretary and caused the corporate seal of the Company to be affixed hereto this 3rd day of December, 2021.



  
Thomas J. Roberts, Corporate Secretary

**SECTION 02**

**PROGRESSIVE DESIGN-BUILD TEAM & STAFF QUALIFICATIONS**





06

# TEAM AND STAFF QUALIFICATIONS

The following pages demonstrate the Garney + Ardurra team's qualifications, education, and abilities of each personnel and member of our team, including subconsultants and subcontractors.

## A. LEGAL NAME OF ALL ENTITIES THAT COMPRISE OF THE PDB TEAM

The map to the right highlights the location of each entity that is comprised of our team as listed below.

**01 Garney Companies, Inc.**

Jason Seubert, VP  
COO Eastern Pipe  
Ph: 816.746.7233  
E: jseubert@garney.com  
2930 University Parkway  
Sarasota, FL 34243

**02 Ardurra Group, Inc.**

Christopher Kuzler, PE; Director  
Ph: 813.880.8881  
E: ckuzler@ardurra.com  
4921 Memorial Highway, Ste 300  
Tampa, FL 33634

**03 Carastro and Associates, Inc.**

George Stefanovici, PE; President  
Ph: 813.874.9494  
E: george.stefanovici@carastro.com  
2609 W. De Leon Street  
Tampa, FL 33609

**04 Brierley Associates Corporation**

David Sackett, PG; Geologist  
Ph: 813.397.3749  
E: dsackett@brierleyassociates.com  
100 S. Ashley Drive, Suite 600  
Tampa, FL 33602

**05 Wade Trim, Inc.**

Tom Brzezinski, PE; Executive VP  
Ph: 813.882.4373  
E: tbrzezinski@wadetrim.com  
201 North Franklin Street  
Suite #1350, Tampa, FL 33602

**06 DJ Public Relations, Inc.**

Diane Jones, President  
Ph: 727.992.6928  
E: Diane@djpublicrelations.com  
3030 Starkey Blvd., Suite 208  
Trinity, FL 34655

**07 Tierra, Inc.**

Tom Musgrave, PE; Geotechnical Engineer  
Ph: 813.989.1354  
E: tmusgrave@tierraeng.com  
7351 Temple Terrace Hwy  
Tampa, FL 33637

**08 American Acquisition Group, LLC**

D. Wade Brown, SR/WA; President/CEO  
Ph: 813.287.8191  
E: wade@americanacquisition.com  
711 N. Sherrill Street, Suite B  
Tampa, FL 33609

**09 V&A Consulting Engineers, Inc.**

David Hunniford, PE; Lead Engineer  
Ph: 941.928.3421  
E: dhunniford@vaengineering.com  
9040 Town Center Parkway  
Lakewood Ranch, FL 34202

**10 C. Alan Anderson Architect, PA**

Madison Touchton, Lead Architect  
Ph: 941.929.0329  
E: ca3@ca3architects.com  
3908 Midland Road, Sarasota, FL 34231

**11 Progressive Water Resources, a Division of RESPEC Company, LLC (RESPEC/PWR)**

Herbert Raybourn, PE, F.ASCE; Utilities Department  
Ph: 941.552.5657  
E: Herbert.Raybourn@respec.com  
6561 Palmer Park Circle, Suite D  
Sarasota, FL 34238



**B. LICENSES – COPIES OF FIRM’S OR INDIVIDUAL’S APPLICABLE FLORIDA LICENSES**

The Garney + Ardurra team holds all of the appropriate licensing, certifications, and registrations at the local and State level to conduct this project. Copies of all such licenses issued to the business entity and key personnel are featured below and on the following pages.

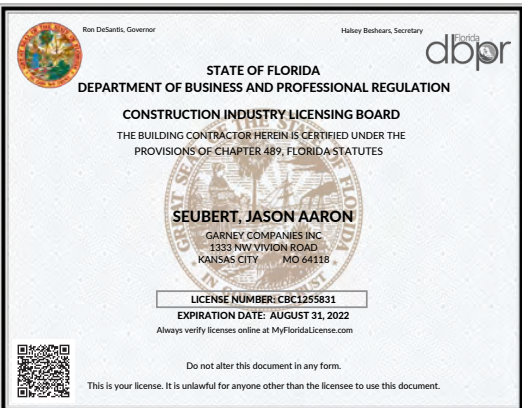
**GARNEY COMPANIES, INC.**



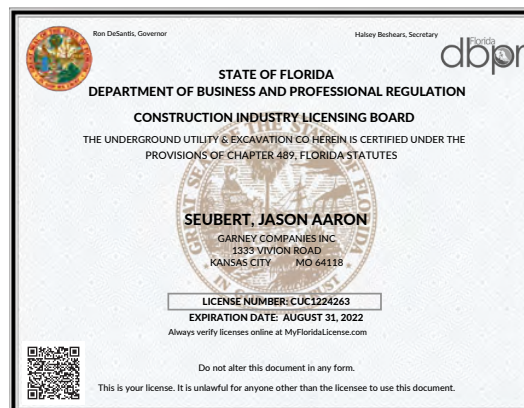
**GENERAL CONTRACTOR**  
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*Expiration:* August 31, 2022



**PLUMBING CONTRACTOR**  
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*Expiration:* August 31, 2022



**BUILDING CONTRACTOR**  
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*Expiration:* August 31, 2022



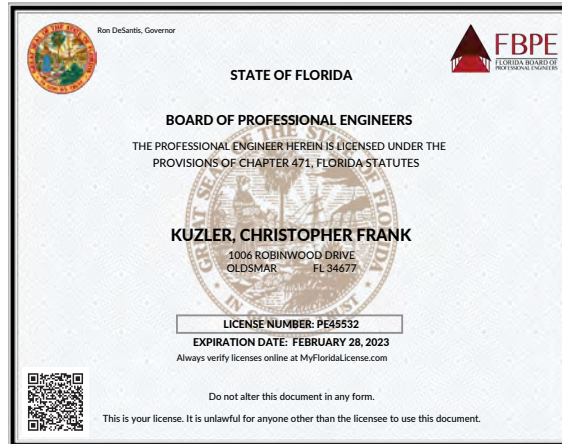
**UNDERGROUND UTILITY & EXCAVATION**  
*License No.:* CUC1224263  
*Expiration:* August 31, 2022

Section 2: Progressive Design-Build Team & Staff Qualifications

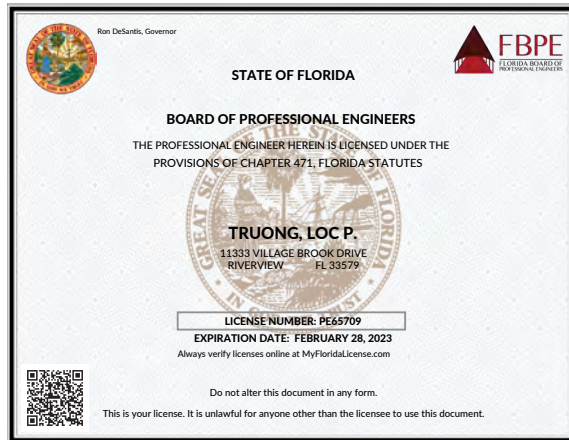


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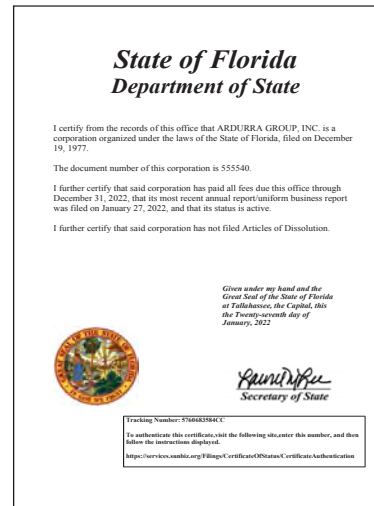
**ARDURRA GROUP, INC.**



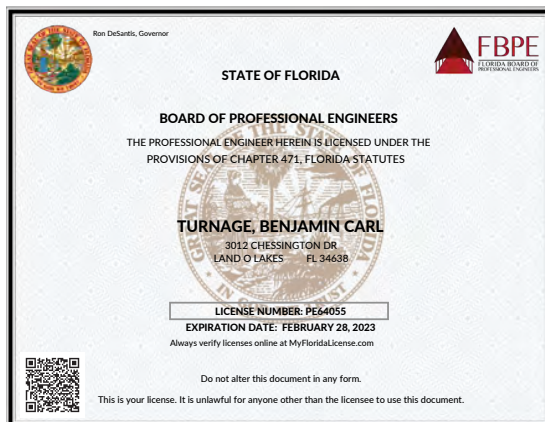
**PROFESSIONAL ENGINEER**  
**Christopher Frank Kuzler**  
**License No.:** PE45532  
**Expiration:** February 28, 2023



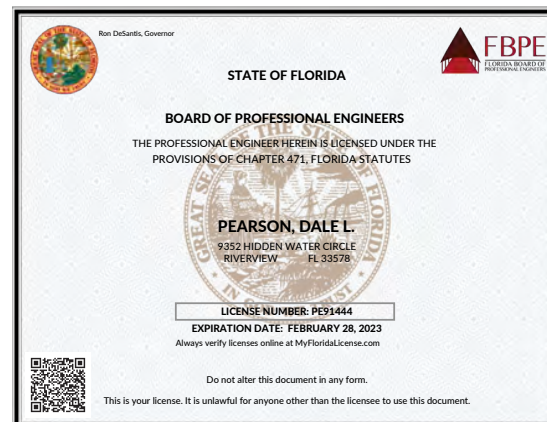
**PROFESSIONAL ENGINEER**  
**Loc P. Truong**  
**License No.:** PE65709  
**Expiration:** February 28, 2023



**STATE OF FLORIDA DEPT. OF STATE**  
**Document No.:**  
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**PROFESSIONAL ENGINEER**  
**Benjamin Carl Turnage**  
**License No.:** PE64055  
**Expiration:** February 28, 2023



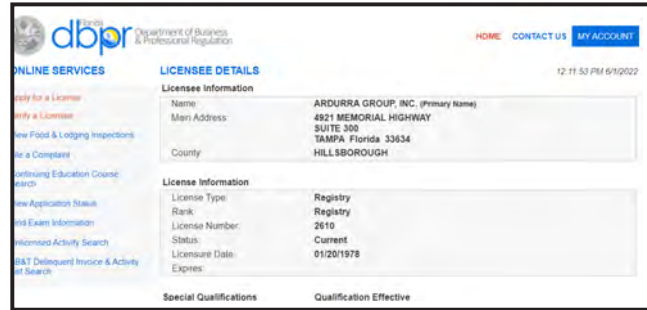
**PROFESSIONAL ENGINEER**  
**Dale L. Pearson**  
**License No.:** PE91444  
**Expiration:** February 28, 2023



## Section 2: Progressive Design-Build Team & Staff Qualifications



**ENVISION SUSTAINABILITY PROFESSIONAL**  
Lara Bartholomew  
**Expiration:** May 25, 2023



**FIRM REGISTRATION**  
Ardurra Group, Inc.  
**License No.:** 2610

### AMERICAN ACQUISITION GROUP, LLC

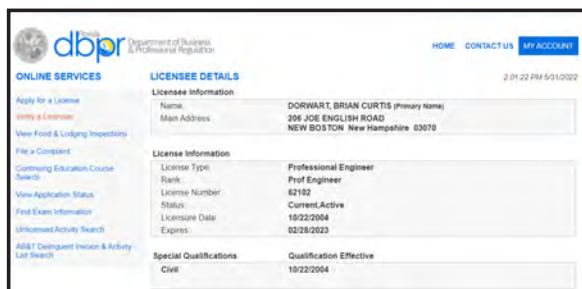


**REAL ESTATE CORPORATION**  
**License No.:** CQ1018073  
**Expiration:** March 31, 2024

### BRIERLEY ASSOCIATES CORPORATION



**FIRM REGISTRATION**  
Brierley Associates Corporation  
**License No.:** 31243

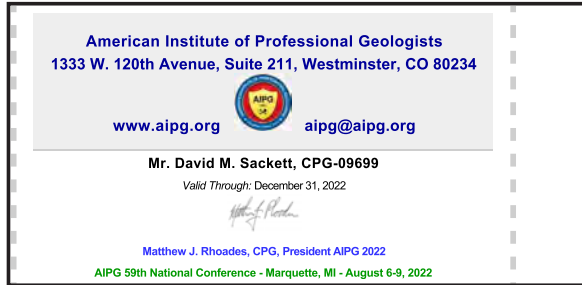


**PROFESSIONAL ENGINEER**  
Brian Curtis Dorwart  
**License No.:** 62102  
**Expiration:** February 28, 2023



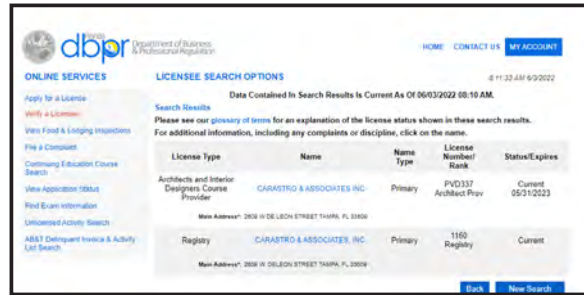
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## Section 2: Progressive Design-Build Team & Staff Qualifications



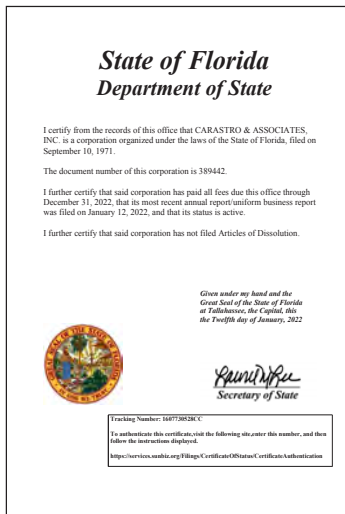
**AIPG LICENSE**  
 David M. Sackett, CPG-09699  
**Expiration:** December 31, 2022

## CARASTRO & ASSOCIATES, INC.

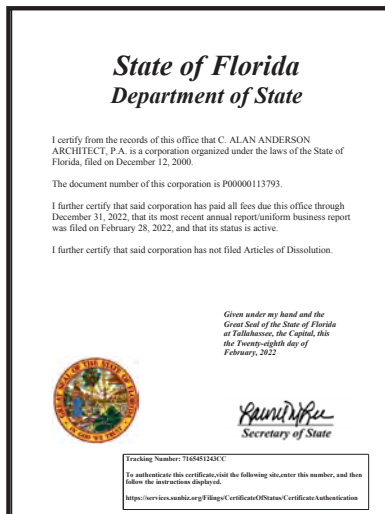


**FIRM REGISTRATION / ARCHITECTS AND INTERIOR DESIGNERS COURSE PROVIDER**  
 Carastro & Associates, Inc.  
**License No.:** 1160 / PVD337  
**Expiration:** NA / May 31, 2023

## C. ALAN ANDERSON ARCHITECT, PA

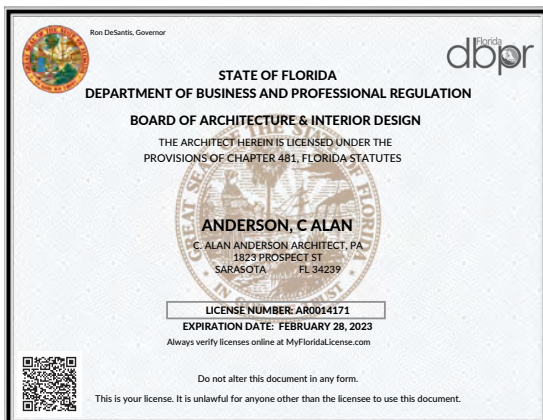


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**Document No.:** 389442

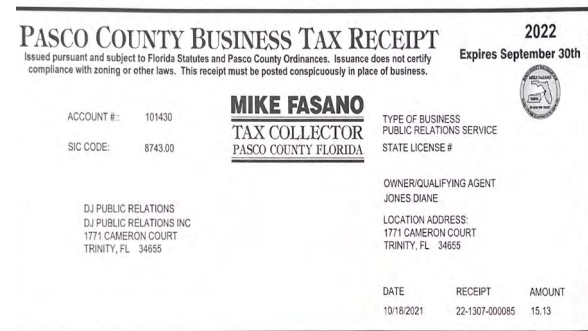


**STATE OF FLORIDA DEPT. OF STATE**  
**Document No.:** P00000113760

## DJ PUBLIC RELATIONS, INC.



**ARCHITECT LICENSE**  
**License No.:** AR0014171  
**Expiration:** February 28, 2023

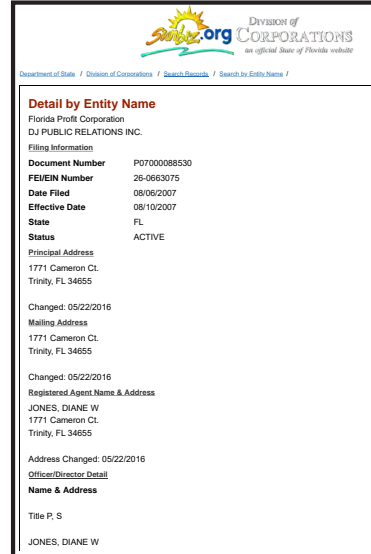


**PASCO BUSINESS LICENSE**  
**Account No.:** 101430

## Section 2: Progressive Design-Build Team & Staff Qualifications

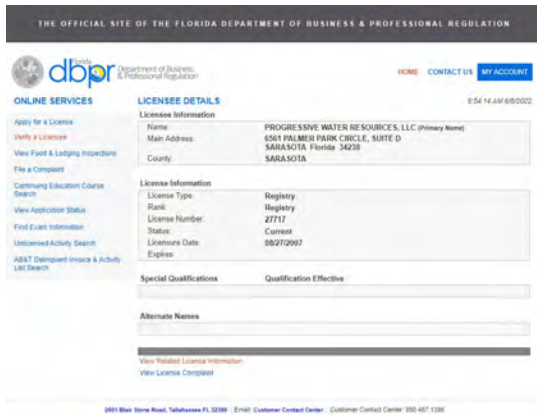


**FLORIDA DBE**  
**Expiration:** April 25, 2024

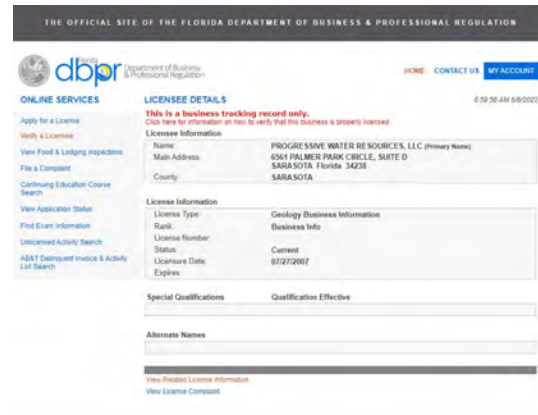


**BUSINESS LICENSE**  
**Document No.:**  
P07000088530

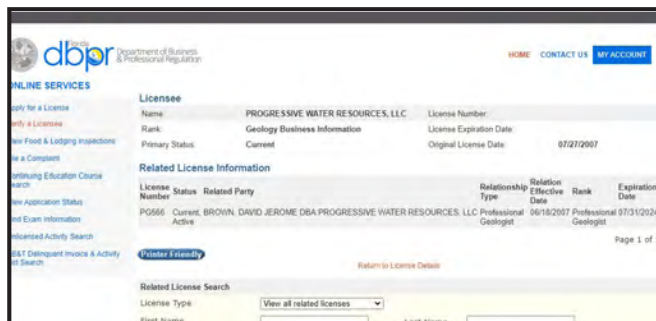
## RESPEC/PWR



**FIRM REGISTRATION**  
Progressive Water Resources, LLC  
**License No.:** 27717



**GEOLOGY REGISTRATION**  
Progressive Water Resources, LLC  
**Status:** Current



**GEOLOGY REGISTRATION #2**  
David Jerome Brown, DBA  
**License No.:** PG566  
**Expiration Date:** July 31, 2024

Section 2: Progressive Design-Build Team & Staff Qualifications

**TIERRA, INC.**

**DBPR ONLINE SERVICES**

**Licensee Details**

**License Information**

Name: TIERRA, INC. (Primary Name)  
 Main Address: 7331 TEMPLE TERRACE HWY TAMPA Florida 33637  
 County: HILLSBOROUGH  
 License Mailing:  
 License Location:

**License Information**

License Type: Registry  
 Rank: Registry  
 License Number: 6486  
 Status: Current  
 License Date: 02/17/1993  
 Expires:

**FIRM LICENSE**  
 Tierra, Inc.  
 License No.: AR014171

**State of Florida  
 Department of State**

I certify from the records of this office that TIERRA, INC. is a corporation organized under the laws of the State of Florida, filed on November 20, 1992. The document number of this corporation is P92000006561.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 6, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Sixth day of January, 2022*

*Randi Rife*  
 Secretary of State

Tracking Number: 621413268CC  
 To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.  
<http://services.sunbiz.org/Flings/CertificateOfStatusCertificateAuthentication>

**STATE OF FLORIDA DEPT. OF STATE**  
 Document No.: P92000006561

**State of Florida  
 Minority Business Certification**

Tierra, Inc.

Is certified under the provisions of 28C and 29F.167, Florida Statutes, for a period from: 08/30/2021 to 08/30/2023

John J. Aiken  
 Governor

**MINORITY BUSINESS CERTIFICATION**  
 Expiration: August 30, 2023

**V&A CONSULTING ENGINEERS, INC.**

**Licensee Details**

**License Information**

Name: V&A CONSULTING ENGINEERS, INC. (Primary Name)  
 Main Address: 904D TOWN CENTER PARKWAY LAKEWOOD RANCH Florida 34232  
 County: MANATEE  
 License Mailing: 1000 BROADWAY SUITE 320 OAKLAND CA 94607  
 County: OUT OF STATE  
 License Location:

**License Information**

License Type: Registry  
 Rank: Registry  
 License Number: 33080  
 Status: Current  
 License Date: 04/04/2019  
 Expires:

**Special Qualifications** Qualification Effective

**Alternate Names**

**FIRM REGISTRATION**  
 V&A Consulting Engineers, Inc.  
 License No.: 33080

**Division of Corporations**

**Detail by FEUEIN Number**

Florida Profit Corporation  
 V&A CONSULTING ENGINEERS, INC.  
 FEUEIN Number: P1900000674  
 Date Filed: 10/20/2018  
 Status: ACTIVE

**Principal Address**  
 1000 BROADWAY  
 SUITE 320  
 OAKLAND, CA 94607

**Multiple Address**  
 1000 BROADWAY  
 SUITE 320  
 OAKLAND, CA 94607

**Registered Agent Name & Address**  
 HUNTERFORD, CHRISTOPHER D  
 4780 LITTLE JOHN TRAIL  
 SARASOTA, FL 34232  
 0254452800020000

**Name & Address**

Titu CHIMAN  
 VILLALBA, JOSE  
 395 HARRIS AVENUE  
 SAN LEANDRO, CA 94577

Titu SEC  
 WILLSON, GLENN  
 1025 TAMARISK DRIVE  
 NAPA, CA 94550

Titu TRES  
 COSTA, JIM  
 118 BOWWOOD  
 HERCULES, CA 94547

Titu PILES  
 KATE, DEBRA  
 1475 ANGELO DRIVE  
 SAN MARCOS, CA 92078

**Annual Reports**

Report Year: 2019  
 Filed Date: 04/15/2019

Document Images

**BUSINESS LICENSE**  
 Document No.: P19000000674



Section 2: Progressive Design-Build Team & Staff Qualifications

**WADE TRIM, INC.**



**ENV SP CREDENTIAL**  
Freddy Betancourt



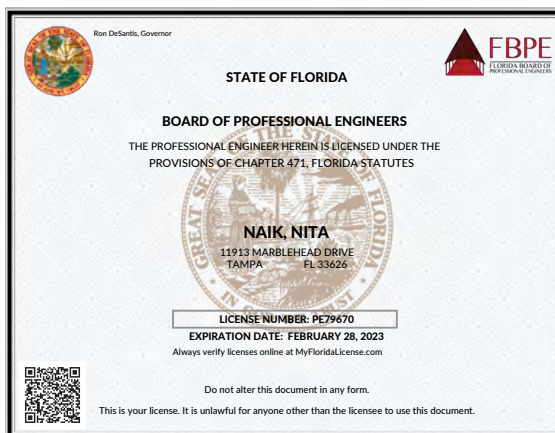
**LEED ACCREDITED PROFESSIONAL**  
Freddy Betancourt



**FIRM LICENSE**  
Wade Trim, Inc.  
**License No.:** 3952

LICENSEE DETAILS	
License Information	
Name:	BETANCOURT, FREDDY JOSE (Primary Name)
Main Address:	201 GENTLE BREEZE LN WINTER SPRINGS Florida 32708
County:	SEMINOLE
License Mailing:	201 GENTLE BREEZE LN SUITE 464 WINTER SPRINGS FL 32708
County:	SEMINOLE
License Information	
License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	68072
Status:	Current,Active
Licensure Date:	05/29/2008
Expires:	02/28/2023
Special Qualifications	
Civil	Qualification Effective 05/29/2008

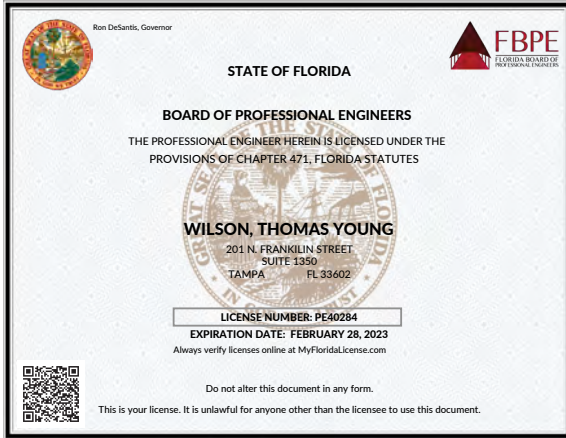
**PROFESSIONAL ENGINEER**  
Freddy Jose Betancourt  
**License No.:** PE68072  
**Expiration:** February 28, 2023



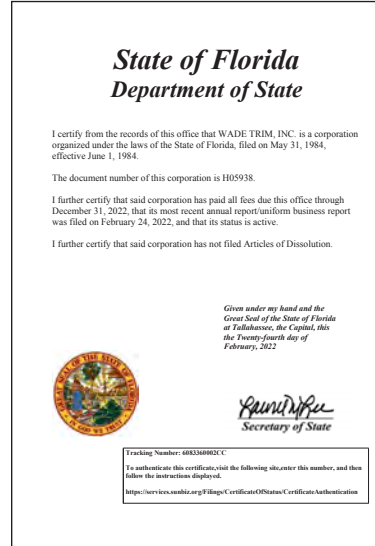
**PROFESSIONAL ENGINEER**  
Nita Naik  
**License No.:** PE79670  
**Expiration:** February 28, 2023



## Section 2: Progressive Design-Build Team & Staff Qualifications



**PROFESSIONAL ENGINEER**  
Thomas Young Wilson  
**License No.:** PE40284  
**Expiration:** February 28, 2023



**STATE OF  
FLORIDA DEPT.  
OF STATE**  
**Document No.:**  
H05938

**C. PROPOSER'S MINIMUM COMPLIANCE WITH DESIGN-BUILD REQUIREMENTS**

Garney is a licensed certified General Contractor in the state of Florida, license #CGC1515632, which demonstrates our compliance with F.S. 287.055 as a Design-Builder.

**D. EXPERIENCE BETWEEN THE PRIME CONTRACTOR AND PRIME ENGINEER**

Dating back to Garney + Ardurra's first pipeline project together in 1997, we bring 25 years of local knowledge and experience. Fast-forward to 2022, the Garney + Ardurra team has completed **20 projects together valued at \$210M**, of which three were collaborative delivery. Our team's core strength is our ability to self-perform pump stations and pipelines in any setting. Together, the Garney + Ardurra team has **installed 595,630 LF of pipe from 12" to 48" diameter** and several pump stations. We have included a sampling of our relevant experience in the table on the following page.

The Garney + Ardurra team brings significant experience in the utility industry, in addition to experience designing, permitting, and constructing design-build projects in urban settings. Through the collaboration of Garney + Ardurra's experience in Florida, our understanding of the Authority's needs is exemplified through our past performance's success. ***In July 2020, Garney + Ardurra designed and constructed the River Oaks Diversion project which consisted of 30" and 36" pressure pipelines, a 24 MGD pump station, and subaqueous crossings. This project was awarded the Florida DBIA Design-Build Project of the Year in 2021.***

# BY THE NUMBERS

**5 MINUTES**

FROM PEACE RIVER AS GARNEY + ARDURRA HAVE A SHARED OFFICE IN SARASOTA

**25 YEARS OF PARTNERSHIP**

**20 TOTAL PROJECTS TOGETHER**

**\$210M IN TOTAL PROJECT REVENUE**







**595K+ LF OF 12" TO 48" DIAMETER PIPE IN THE TAMPA BAY REGION**

**FL DBIA AWARD-WINNING PROJECT FOR THE RIVER OAKS DIVERSION DESIGN-BUILD IN TAMPA, FL**

**5 MILES OF 36-48" POTABLE WATER TRANSMISSION MAIN FOR PEACE RIVER COMPLETED IN APRIL 2021**

# GARNEY + ARDURRA—A LOCAL TRUSTED TEAM

The rapport between firms and a team’s key individuals is critical to on-time delivery and practical solutions for design-build projects. Clients can see the difference of good communication and collaboration. This is a key strength of our team. Our firms, Garney + Ardurra, and key staff, have completed numerous local projects together, building relationships and respect.

GARNEY + ARDURRA SIMILAR PROJECT EXPERIENCE						
	River Oaks Diversion Project (DB)	Wet Weather Monitoring & Pumping System	Central Pasco Water System Improvements	North Central Transmission Mains	Regional Integrated Loop System Phase 3B Interconnect	West Central Reuse Interconnect & Storage Booster Station
Personnel Involvement	<ul style="list-style-type: none"> <li>▶ Jason Seubert</li> <li>▶ Will Poczekaj</li> <li>▶ Chris Kuzler, PE</li> <li>▶ Ben Turnage, PE</li> <li>▶ Dale Pearson, PE</li> </ul>	<ul style="list-style-type: none"> <li>▶ Jason Seubert</li> <li>▶ Myles Smith</li> <li>▶ Chris Kuzler, PE</li> <li>▶ Ben Turnage, PE</li> </ul>	<ul style="list-style-type: none"> <li>▶ Jason Seubert</li> <li>▶ Ben Turnage, PE</li> <li>▶ Chris Kuzler, PE</li> </ul>	<ul style="list-style-type: none"> <li>▶ Jason Seubert</li> <li>▶ Ben Turnage, PE</li> <li>▶ Chris Kuzler, PE</li> </ul>	<ul style="list-style-type: none"> <li>▶ Jason Seubert</li> <li>▶ Dustan Pate</li> <li>▶ Myles Smith</li> <li>▶ Rob Fults</li> <li>▶ Chris Kuzler, PE</li> <li>▶ Dale Pearson, PE</li> </ul>	<ul style="list-style-type: none"> <li>▶ Jason Seubert</li> <li>▶ Chris Kuzler, PE</li> </ul>
Urban Area	☐	☐	☐	☐	☐	☐
Pressure Pipe	☐	☐	☐	☐	☐	☐
Public Outreach	☐	☐	☐	☐	☐	☐
Environmental Permitting	☐	☐	☐	☐	☐	☐
MOT	☐	☐	☐	☐	☐	☐
Jack & Bore; Directional Drilling; Microtunneling	☐	☐	☐	☐	☐	☐
Roadway & Restoration	☐	☐	☐	☐	☐	☐

# ESTABLISHED PARTNERSHIP WITH THE AUTHORITY

Our relationship with the Authority began through collaboration in **2007** when Garney was the low bidder for the Peace River Water Treatment Plant (WTP) Expansion Contract #2. This design-bid-build project consisted of a bid of \$88M, nearly 15% over the Authority's budget. Following award, Garney collaborated with the Authority and the Engineer to develop value engineering (VE), constructability, and scope reduction ideas. Our team developed 75 ideas, of which 51 were incorporated.

***Garney's involvement reduced the project cost by \$13.7M, with minimal impact to the capacity or quality of the final project.***

Since that time, we've completed nine projects for the Authority totaling over \$126M. Three of these projects were pipeline projects: 1A, 3A, and 3B recently completed last year.

These pipeline projects included over 116,000 LF of 24" – 48" diameter pipe, along with two significant pump stations 25 and 5.4 MGD, and two ground storage tanks (5MG and 500,000G).

Additionally, we have held continuing services contracts with the Authority since 2012 and have completed multiple projects under these contracts, including several on your pumping and transmission systems.

**Congratulations! The Authority is ecstatic that Garney Construction Company achieved early completion of the above referenced contract allowing the Authority to start treating water four months earlier than the contract schedule. This is a significant achievement and testimony to the efforts of your staff and partnering with the Authority and our consultant.**

– Patrick J. Lehman, PE; former Executive Director Peace River Manasota Regional Water Supply Authority

## **BENEFIT TO THE AUTHORITY**

**What does all this mean? We know your system and we know you. We understand your expectations and standards for products, quality, and safety. We have established relationships and communication processes. There is no learning curve. We can integrate on day one to meet the challenging schedules for these projects.**

**SUCCESSFUL PARTNERSHIP WITH THE AUTHORITY  
REGIONAL INTEGRATED LOOP SYSTEM PHASE 3B  
INTERCONNECT PROJECT – SARASOTA COUNTY, FL**





# EXPERIENCE WITH BROWN AND CALDWELL



The Authority recently selected Brown & Caldwell (BC) as the Owner's Agent (OA) to provide professional services as needed to complete Capital Improvement Plan (CIP) projects and/or Renewal and Replacement (R&R) projects through the year 2030, with the overall goal of enhancing the functionality of the Authority's infrastructure. Part of BC's role will include working with external staff selected for specific work packages over the next several years. Our established relationship with BC offers the Authority the benefit of seamless decision-making and efficient communication throughout all phases of the project.

Garney has worked with Brown & Caldwell (BC) on 43 water or wastewater infrastructure projects valued at \$648M, of which 21 were pipeline/pump station projects valued at \$223M. Garney and BC have worked collaboratively on 10 collaborative delivery (design-build / CMAR) projects worth \$319M.

Locally, Garney, along with design partner Ardurra, have similar project experience with both **Michael Condran**, BC's planned Program Manager and **Todd Bosso**, BC's Backup Project Manager. On our referenced River Oaks Diversion Design-Build project, Michael was on our team as the Lead Quality Control Engineer while employed at GHD. Todd Bosso was the Design Project Manager for the City of Largo's Wet Weather Monitoring & Pumping System, for which BC and Ardurra provided engineering services, and Garney served as the Lead Contractor for replacement/upgrades of seven pump stations and 80,000 LF of 12" to 30" diameter pipelines. **This relevant project experience working together to solve many of the challenges this project will face, such as maintaining an effective maintenance of traffic (MOT) plan, successful public engagement, connection to an operational system, meeting schedule deadlines for water supply demands, and phasing/sequencing of the work, will provide us with lessons learned to the benefit of the Authority.**

Our team's prior experience together and established relationships will allow us to immediately dive into the details and needs of the project, saving time on the tight project schedule. It will promote a high degree of collaboration ensuring the preconstruction and design intent is understood and carried through to construction.



## **RICHLAND CREEK WATER SUPPLY PROGRAM FINISHED WATER TRANSMISSION MAIN PHASE I**

BC was the Program Manager, while Garney delivered two different projects, the Raw Water line, 18,100 LF of 48" diameter and a 1MG ground storage tank for \$11.6M as a design-build and 60,650 LF of 36 to 8" diameter DIP Finished Water line as a bid for \$24.5M.



## **POPLIN ROAD PIPELINE AND PUMP STATION (PROGRESSIVE DESIGN-BUILD)**

This \$15M PDB project included a new 10MGD Overflow Pump Station, 4MG ground storage tank, and 5,400 LF of 24 to 18" diameter DIP sanitary gravity and force main pipelines for Union County, NC. BC was the Lead Engineer.

# FIRM INTRODUCTIONS

The Garney + Ardurra team’s local specialized experience in designing, permitting, and self-performing pipeline and pump station construction is the ideal match for the Authority’s project needs. What sets us apart from the competition is not just our local expertise and experience with the Authority, but our recent, successful, and relevant experience working together. Our teaming structure is supplemented by our key support firms of qualified local partners. ***Firm introductions and qualifications of our team are described below:***

## **GARNEY CONSTRUCTION DESIGN-BUILDER / PRIME CONTRACTOR**

Garney will be the Design-Builder / Prime Contractor and Single-Point-of-Contact, providing project management and self-performing the project’s major components.



***Garney will manage the project from design kickoff through construction and startup. As a water/wastewater utility infrastructure construction leader, Garney’s expertise reduces project risk and lead-times, and our national buying power provides maximum cost savings.***

- ✔ Self-performed 3,596,563 man-hours of work in 2021 with a 2021 Experience Modification Rate (EMR) of 0.74 — a safety record well below the industry standard of 1.0
- ✔ 61 years of experience specializing solely in self-performing construction of water / wastewater utility infrastructure, including 1,274 pipeline projects valued at \$8.4B

## **ARDURRA GROUP, INC. PRIME ENGINEER**

***Ardurra will serve as the prime engineering firm for this project.***



A Florida corporation, Ardurra is a Top 500 ENR-ranked engineering firm offering a comprehensive range of engineering and service disciplines. Since 1977, they have been providing consulting services to municipalities and agencies in Florida. Over the past several years, they have grown to staff of 900+ nationwide and 100+ staff in the local area. Water and Wastewater engineering is one of Ardurra’s key engineering services. Ardurra’s other services include Civil, Transportation, Structural, and Coastal Engineering.

- ✔ Recently participated in the Route and Feasibility Study for the Phase 3C Integrated Loop Project including preliminary engineering and land acquisition services for its booster pump station
- ✔ Provided preliminary engineering, design, permitting, and construction administration services for 18+ miles of 24”, 36”, 42”, and 48” water transmission mains for the Authority’s Integrated Loop System - Phases 1, 2, and 3B

## **DESIGN AND CONSTRUCTION LEADERS AT THE LOCAL LEVEL**

THE GARNEY + ARDURRA TEAM IS COMMITTED TO PROMOTING THE VALUE OF WATER FOR THE FUTURE GROWTH OF OUR LOCAL COMMUNITY.



## SUPPORT FIRMS

### WADE TRIM, INC.

DESIGN SUPPORT



Wade Trim is a 100% employee owned engineering company that routinely works with and successfully competes against national firms on large-scale infrastructure projects throughout the United States. Wade Trim's team members have managed some of Florida's largest pipeline infrastructure projects for clients such as the Authority, Tampa Bay Water, Miami-Dade County, the City of Tampa and many more.

- ✓ *Led the route study and established the final alignment for the Authority's Phase 3C pipeline project*

### AMERICAN ACQUISITION GROUP, LLC

LAND ACQUISITION



American Acquisition Group, LLC (AAG) is a full-service right of way consulting firm established in 1993 serving public sector agencies throughout the southeastern US.

- ✓ *Previous experience with Peace River Manasota Regional Water Supply Authority including the Regional Transmission System Loop Phase 1A Interconnect*

### BRIERLEY ASSOCIATES CORPORATION

TRENCHLESS INSTALLATION



Brierley Associates is a nationwide tunnel, trenchless, geotechnical, and geo-structural design firm that specializes exclusively in the planning, design, and construction of subsurface projects. "Creating Space Underground" is their mission and their passion.

- ✓ *Extensive knowledge of soil-structure interaction, assessment, and interpretation of geotechnical characteristics and evidence-based selection of site construction technologies will help successfully mitigate risk*

### C. ALAN ANDERSON ARCHITECT, PA (CA<sup>3</sup>)

ARCHITECTURE



CA<sup>3</sup> is a small, full-service architectural firm that has worked on a diverse array of project types, from residential to commercial to civic. They have served as consultants on several water and wastewater treatment plants around Florida and in Sarasota and Charlotte Counties, including their current work on the Bee Ridge Water Reclamation Facility Expansion and Advanced Wastewater Treatment Facility Upgrade with Garney.

- ✓ *Extensive history of providing architectural services for similar types of facilities dating back to the establishment of the firm including many projects in the local Tampa area*

### CARASTRO AND ASSOCIATES, INC.

HVAC / PLUMBING

CARASTRO & ASSOCIATES, INC.

Carastro & Associates, Inc. is a multi-discipline engineering firm with over 60 years of service on the west coast of Florida. They have an excellent working relationship with regulatory agencies, code officials, and have the ability and resources to support projects for the Authority.

- ✓ *Previous experience with Ardurra having completed many projects in the local area over the past 25 years*

### DJ PUBLIC RELATIONS, INC.

PUBLIC OUTREACH



DJ Public Relations is a full-service public relations agency. Headquartered in the Tampa Bay area, it focuses on providing public outreach and engagement activities for water/wastewater, utilities, and transportation projects throughout the state of Florida. DJ Public Relations is led by 25-year public relations veteran Diane Jones, MPA, APR.

- ✓ *Over 25 years of experience conducting public outreach and engagement activities in west central Florida including the Authority's Phase 1 transmission main project*

## SUPPORT FIRMS CONT'D

### RESPEC/PWR

#### PERMITTING



Founded in 1969, RESPEC is a 100% employee-owned company with 28 offices throughout North America. RESPEC serves major industry sectors in mining, energy, water, natural resources, environmental and infrastructure. These services are provided collaboratively within RESPEC's 4 Business Units: Mining & Energy, Water & Natural Resources, Infrastructure, and Data & Technology Solutions.

- ✓ *Sarasota Division' efforts resulted in one of the largest authorized withdrawals and longest permit durations ever issued in the State of Florida (which was issued to the Authority)*

### TIERRA, INC.

#### GEOTECHNICAL ENGINEERING

Tierra is a full-service consulting geotechnical, environmental (contamination including asbestos surveys) and construction materials testing engineering firm with 30 years of experience serving private entities and governmental agencies on infrastructure projects.



- ✓ *In-house drilling capabilities include 11 fully operational land-based drill rigs, four of which are light to heavy track mounted all terrain drill rigs which allows Tierra to conduct geotechnical studies in difficult access locations*

### V&A CONSULTING ENGINEERS, INC.

#### CORROSION ENGINEERING



V&A Consulting Engineers, Inc. is a consulting firm

founded upon corrosion engineering as a core discipline in May 1979. They focus on the planning, evaluation, and design of corrosion control systems for water, wastewater, and transit infrastructure.

- ✓ *Experience with the Authority's processes and standard operating procedures including providing corrosion engineering for the 2021 48" Phase 3A Pipeline CP Repair/Assessment*



*We have provided an organizational chart on the following page that identifies our key personnel and support staff, partners, and specialty contractors.*

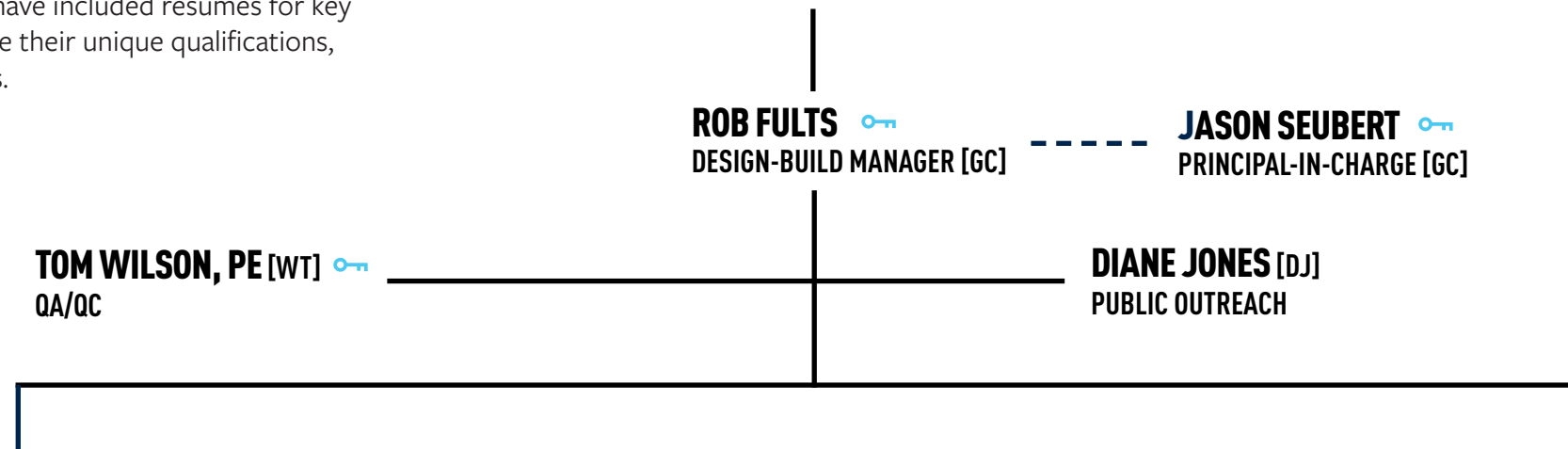


### E. ORGANIZATIONAL CHART

The organizational chart below identifies key personnel and support staff, partners, and specialty contractors.

### F. RESUMES

In the following pages, we have included resumes for key personnel that demonstrate their unique qualifications, experience, and capabilities.



## LEGEND

#### DESIGN-BUILDER / PRIME CONTRACTOR

Garney Construction [GC]

#### PRIME ENGINEER

Ardurra Group, Inc. [AD]

#### SUBCONSULTANTS

American Acquisition Group, LLC [AA]

Brierley Associates Corporation [BE]

C. Alan Anderson Architect, PA [CA]

Carastro and Associates, Inc. [CR]

DJ Public Relations, Inc. [DJ]

RESPEC/PWR [RE]

Tierra, Inc. [TR]

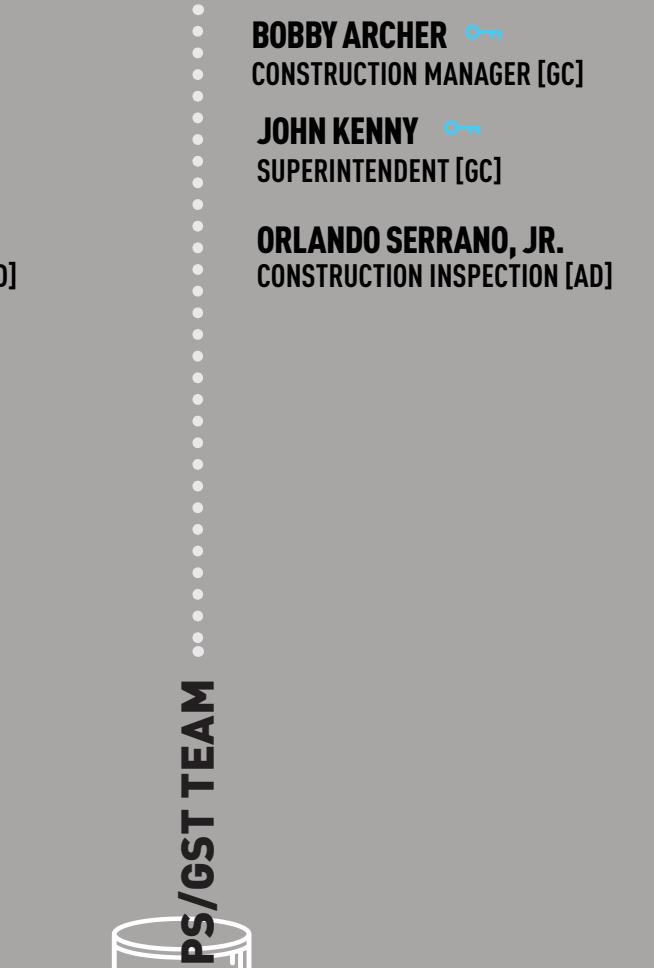
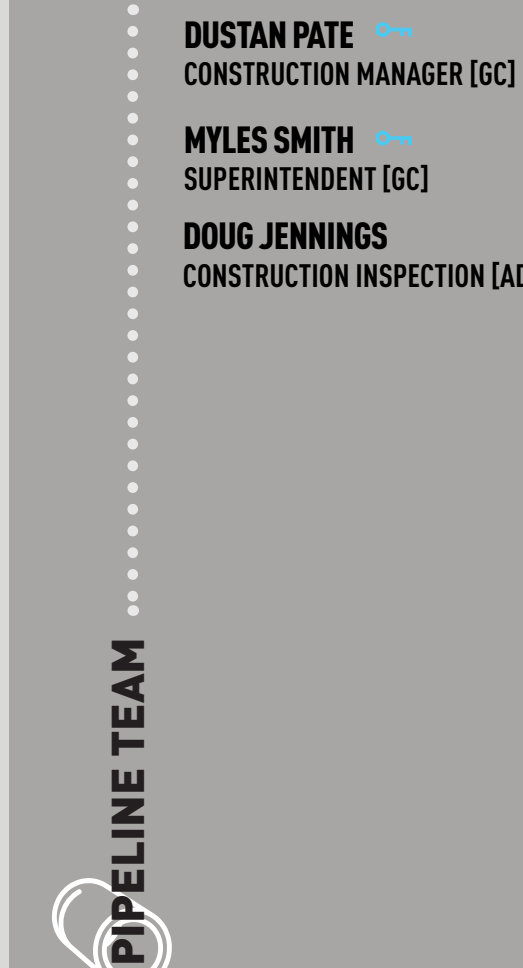
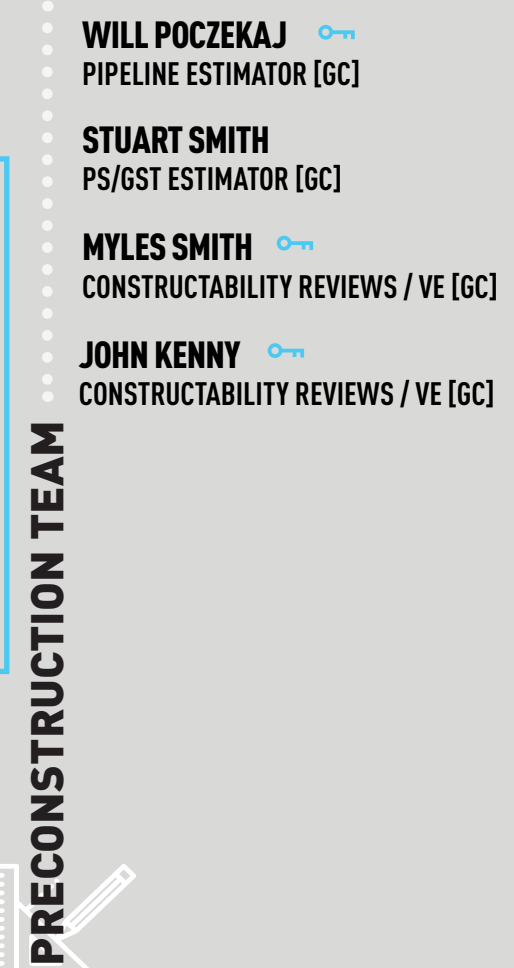
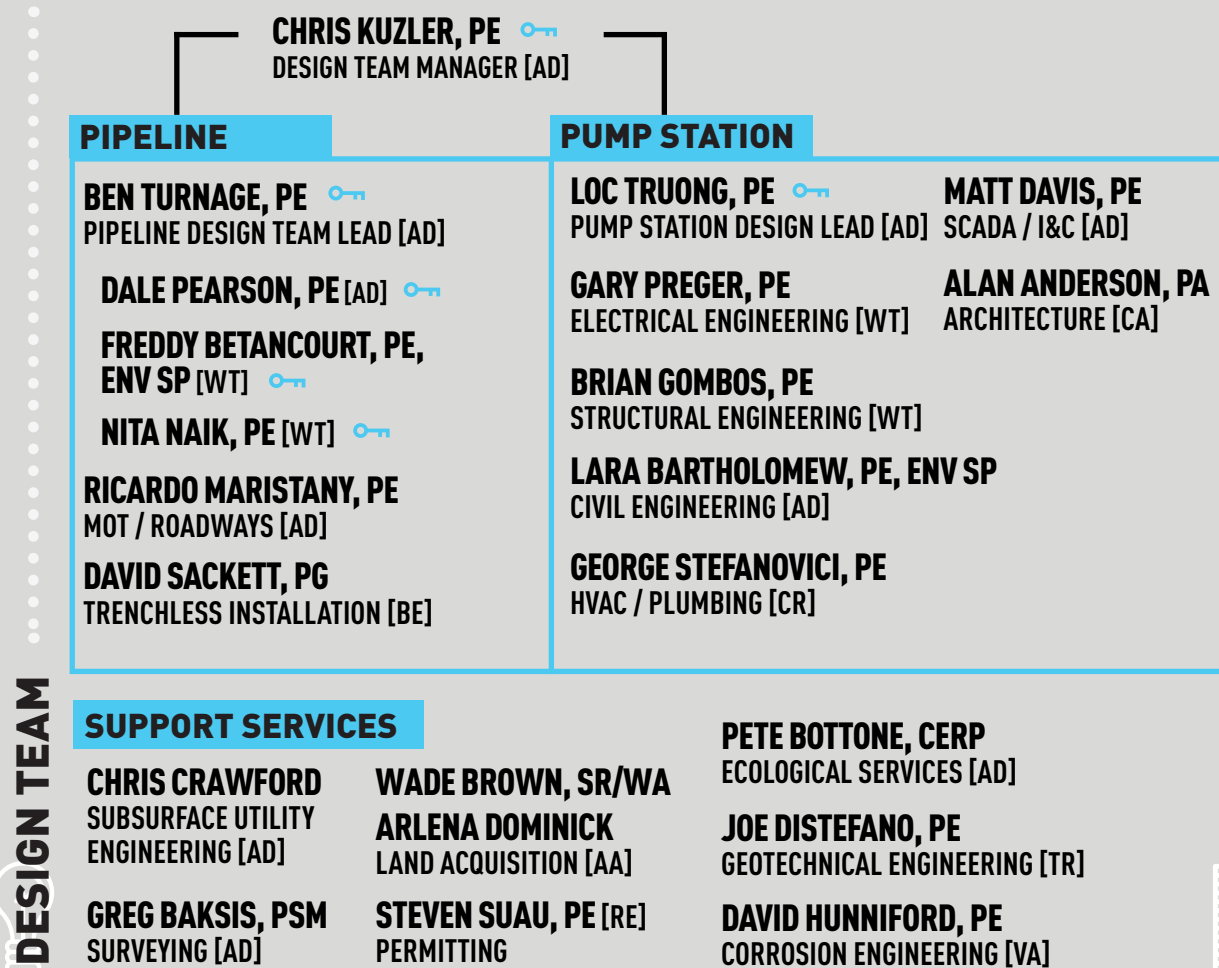
V&A Consulting Engineers, Inc. [VA]

Wade Trim, Inc. [WT]

🔑 Indicates Key Personnel

### PRECONSTRUCTION PHASE

### CONSTRUCTION PHASE





# JASON SEUBERT

## Principal-In-Charge

**GARNEY EXPERIENCE: 28 YEARS**

**INDUSTRY EXPERIENCE: 30 YEARS**

### Education

Central Missouri State University,  
BS in Construction Engineering

### Certifications & Training

FL Building Contractor QP  
CBC1255831

FL Underground Utility &  
Excavation Contractor License QP  
CUC1224263

MS Contractor License QP 05095-  
MC

FDOT Intermediate Maintenance  
of Traffic

First Aid & CPR

OSHA 10-Hour

OSHA Competent Person -  
Confined Space

Member of American Water Works  
Association

Member of CMAA

### PROJECT EXPERIENCE

**Wet Weather Monitoring & Pumping System –**  
City of Largo, FL / \$39M

**Principal-in-Charge.** Improvements to seven lift stations, new wet wells, pumps, power supply, telemetry, bypassing, 77,000 LF of 12" to 30" force main, HDD, auger boring to cross FDOT and CSX ROW, and roadway reconstruction.

**Yadkin Regional Water Supply Project - Raw Water Infrastructure (Progressive Design-Build)**

– Union County, NC / \$156M

**Principal-in-Charge.** New raw water intake with two intake screens, a common wet well, vertical turbine pumps with station capacities of 17 MGD and 5 MGD, emergency power facilities, demolition, and 29 mi of 42" mortar-lined steel raw water pipeline.

**48-Inch Water Transmission Main for Area N (Design-Build) – Miami-Dade County / \$37M**

**Principal-in-Charge.** Included 31,152 LF of 48" PCCC waterline in a residential /commercial area, 6,840 LF of 16" and 1,820 LF of 8" DIP sanitary force main, 712 LF of 72" micro tunneling crossing the expressway, 17 48" valves, canal crossings, sheet piling, dewatering, and paving.

**River Oaks Diversion Project (Design-Build)**

Hillsborough County, FL / \$27M

**Principal-in-Charge.** New wastewater pump station with four 385 hp pumps, two 140 hp jockey pumps, and two back-up diesel 475 hp pumps; 17,840 LF of 30" to 36" DIP force mains; relocation of the River Oaks outfall; demolition of the existing River Oaks Advanced WWTP; installation of 10,020 LF of 20" DIP reclaimed waterline through residential areas.

**Regional Integrated Loop System - Phase 3A**

**Interconnect Project – Peace River Manasota Regional Water Supply Authority / \$18M**

**Principal-in-Charge.** Included 47,500 LF of 48" steel waterline, a 25 MGD high service regional pump station, 5 MG concrete water storage tank, a 210 LF subaqueous crossing via micro tunneling with 60" casing.

### QUALIFICATIONS / VALUE TO THE AUTHORITY

- ✓ *Managed 155+ water/wastewater pipeline projects. Directed 13+ design-build/progressive design-build projects. Extensive experience working with Peace River on multiple projects*





# ROB FULTS

Design-Build Manager

**GARNEY EXPERIENCE: 21 YEARS**

**INDUSTRY EXPERIENCE: 23 YEARS**

## Education

Missouri Western State University,  
BS in Construction Engineering  
Technology

## Certifications & Training

Qualified Stormwater  
Management Inspector 220853

First Aid & CPR

OSHA 30-Hour

OSHA Competent Person -  
Confined Space and Trenching &  
Excavation

Member of APWA

## PROJECT EXPERIENCE

### T-Bar Ranch Well Field Development & Delivery Project (Design-Build) – Midland Co. Fresh Water Supply District No. 1 / \$157M

**Project Manager.** Installation of 205,500 LF of 48" steel and 105,250 LF of 48" C303 water transmission main, and 130,000 LF of 6" to 24" of PVC well field piping.

### Regional Integrated Loop System - Phase 1A

#### Interconnect Project – Peace River Manasota

Regional Water Supply Authority / \$12M

**Project Manager.** Installation of nine miles of 24" DIP pipe, a new pump station, a 500K gallon ground water storage tank, and a 7,300 LF subaqueous crossing of Peace River via conventional cut and cover using 30" HDPE.

### Plant Vogtle 3 & 4 River Water Intake Structure

(Design-Build) – Georgia Power / \$50M

**Project Manager.** Construction of 120' x 150' x 43' raw water intake structure on the Savannah River, 7,300 SF switchgear and pump house building atop the intake main structure, & 675 LF of dual 36" HDPE.

### Regional Integrated Loop System Phase 3B

#### Interconnect Project – Peace River Manasota

Regional Water Supply Authority / \$11M

**Project Manager.** Included 21,120 LF of 48" steel and 5,280 LF of 36" DIP potable waterlines, interconnection to an existing potable waterline, new valve assembly, future meter station, dewatering throughout the alignment, 20 LF aerial crossing of the 48".

### Regional Integrated Loop System - Phase 3A

#### Interconnect Project – Peace River Manasota

Regional Water Supply / \$18M

**Project Manager.** Installation of 47,500 LF of 48" steel waterline, 25 MGD high service regional pump station, 5 MG concrete water storage tank, and a 210 LF subaqueous crossing of the Myakka River via micro tunneling with 60" casing.

## QUALIFICATIONS / VALUE TO THE AUTHORITY

- ✓ *Successfully managed 44+ water/wastewater pipeline projects, of which 12 were collaborative delivery, totaling more than \$700M—including projects in Florida involving MOT and coordination with FDOT*







# WILL POCZEKAJ

## Pipeline Estimator

**GARNEY EXPERIENCE: 11 YEARS**

**INDUSTRY EXPERIENCE: 12 YEARS**

### Education

University of Kansas, BS in  
Architectural Engineering

### Certifications & Training

Qualified Stormwater  
Management Inspector 39507

American Concrete Institute (ACI)  
Certification

Confined Space Entry & Rescue  
FDOT Temporary Traffic Control  
Advanced Course

First Aid, CPR & AED

OSHA 30-Hour

OSHA Competent Person -  
Rigging & Signaling and Trenching  
& Excavation

Young Professional Member of  
Design-Build Institute of America

Member of American Water Works  
Association

Member of Water Collaborative  
Delivery Association

### PROJECT EXPERIENCE

#### River Oaks Diversion Project (Design-Build)

Hillsborough County, FL / \$27M

**Project Manager.** New wastewater pump station with four 385 hp pumps, two 140 hp jockey pumps, and two back-up diesel 475 hp pumps; 17,840 LF of 30" to 36" DIP force mains; relocation of the River Oaks outfall; demolition of the existing River Oaks Advanced WWTP; installation of 10,020 LF of 20" DIP reclaimed waterline through residential areas.

#### Bartram/US 1 Water Main Project // Cecil Field Water Main Project (CMAR) – JEA / \$13M

**Project Manager.** Installation of 28,950 LF of 12" to 24" DIP water transmission mains including highway access requiring interaction with the FDOT, four HDDs totaling 5,800 LF of 30" HDPE, two jack and bore crossings of a road and railroad totaling 290 LF of 42" steel casing, filling the existing 11,000 LF of PVC with cellular grout, two 24" line stops, MOT plans, paving, and dewatering.

#### Lake Texoma Outfall to Wylie WTP Pipeline (CMAR) – North Texas Municipal Water District / \$281M

**Project Engineer.** Installation of 253,500 LF of 96" and 84" steel waterline, 240 MG balancing reservoir with HDPE membrane liner installed, 200 MG blending facility, ground storage tanks, metering, blending, and chemical feed systems.

#### Greenland WRF Pipelines: Water, Reclaimed Water and Sanitary Sewer Force Mains (Progressive Design-Build) – JEA / \$40M

**Project Manager.** Installation of 1,880 LF of 36" PVC sanitary force main and HDDs of 15,983 LF of 30" to 42" HDPE raw waterlines; 15,246 LF of 24" DIP; 32,489 LF of 24" to 36" DIP and 551 LF of 30" DIP. Challenges include work within FDOT and railroad right-of-way, traffic control, and dewatering.

### QUALIFICATIONS / VALUE TO THE AUTHORITY

- ✓ *Managed 35+ pipeline projects valued at \$400+M including 7 design-build or collaborative delivery projects with significant understanding of leading Owners through the process*





## DUSTAN PATE

Construction Manager –  
Pipeline Team

**GARNEY EXPERIENCE: 5 YEARS**

**INDUSTRY EXPERIENCE: 5 YEARS**

### Education

Auburn University, BS in Civil  
Engineering

### Certifications & Training

FDOT Temporary Traffic Control  
Advanced Course

OSHA 30-Hour

Member of American Water Works  
Association

Qualified Stormwater  
Management Inspector 42597

OSHA competent Person -  
Confined Space and Trenching &  
Excavation

First Aid and CPR

### PROJECT EXPERIENCE

#### UF-623B Thermal Utility System Improvements

– University of Florida / \$46M

**Project Engineer.** Installation of 4,600 LF of 10" to 36" HDPE chilled waterline, 8,500 LF of 2" to 10" carbon steel steam and condensate return pipelines, 8" PVC sanitary gravity and sewer service connection, 2,000 LF of electrical duct bank, manholes, vaults, and relocation of existing utilities with major work requiring the maintenance of traffic.

#### Marks Street/Pasadena Place Utility

**Improvements (CMAR)** – City of Orlando, FL / \$7M

**Project Engineer.** Design and replacement of 2,130 LF of 6" to 16" DIP and PVC gravity sanitary sewer mains, manholes, and conflict boxes; 2,470 LF of 6" to 20" DIP potable water main, appurtenances, and services; improvements to the storm water system including replacement of 250 LF of 12" and 15" RCP, 20 LF of 12" x 18" ERCP, and 30 LF of 19" x 30" ERCP; and complete road demolition and reconstruction. Included 533 LF of 16" close tolerance directional drilling.

#### Regional Integrated Loop System Phase 3B

**Interconnect Project** – Peace River Manasota  
Regional Water Supply Authority / \$11M

**Project Engineer.** Installation of 21,120 LF of 48" steel and 5,280 LF of 36" DIP potable waterlines, an interconnection to an existing potable waterline, new valve assembly, future meter station, dewatering, a 20 LF aerial crossing of the 48", and tree canopy management.

#### Ernie Caldwell Reclaimed Water Main

**Improvements Phase 1** – Polk County Utilities / \$3M

**Project Engineer.** Installation of 9,568 LF of 20" reclaimed waterlines including PVC, HDPE, and DIP, as well as 180 LF of 20" PVC sanitary force main. Also required an auger bore and two horizontal directional drills.

### QUALIFICATIONS / VALUE TO THE AUTHORITY

- ✓ *Five years of experience working on water, sewer, force main, and reclaimed water projects totaling \$75M+—all of which have been in Florida*





## **BOBBY ARCHER**

Construction Manager –  
PS/GST Team

**GARNEY EXPERIENCE: 6 YEARS**

**INDUSTRY EXPERIENCE: 6 YEARS**

### **Education**

University of Kansas, BS in  
Petroleum Engineering

### **Certifications & Training**

GA NPDES Level 1A Blue Card

First Aid & CPR

OSHA 30-Hour

OSHA Competent Person -  
Confined Space and Trenching &  
Excavation

### **PROJECT EXPERIENCE**

**Southwest WRF (CMAR)** – City of North Port, FL / \$41M  
**Project Engineer.** Included 2.0 MGD WWRF with a membrane diffuser with turbo blowers, chemical feed facilities, two secondary clarifiers, aerobic course bubble diffuser, chlorine disinfection, grit facilities, headworks, submersible mixers, odor control system, two deep bed filters, a 2.0 MG Reject Storage tank, a centrifuge solids dewatering system, stormwater infrastructure, a 12" HDPE carrier pipe for the HDD for 204 LF, 1,000 LF of 12" and 24" PVC sewer pressure pipe, 3,000 LF of 8" PVC waterline.

**Honey Creek Pump Station (Progressive Design-Build)** – DeKalb County, GA / \$24M

**Project Engineer.** Included a 7.5 MGD pump station with four 300 hp submersible pumps in a 45' deep excavation; 20' deep pre-screening wet well with a Vulcan climber screen bypass channel and screening discharge; monorail crane; odor control system; standby generator; fuel containment; and new 2.5 MGD high peak pump station.

**Conway WTP GAC & Chlorine Conversion (CMAR)**  
– Orlando Utilities Commission / \$21M

**Assistant Project Manager.** The GAC contactor facility consists of 14 vertical pressure contactors, vertical turbine pumps, and two backwash pumps; bridge crane; connective DIP piping; a sodium hypochlorite feed system and storage; a control building with a new structure to house electrical switchgear, a motor control center, VFDs, and a backup primary control room.

**Ozone at Conway WTP (CMAR)** – Orlando Utilities Commission / \$6M

**Project Engineer.** Demolition of the existing fine bubble diffusion system in the ozone contact basins and replacement with an ozone sidestream injection system that included a horizontal 36" pipeline flash reactor, pumps, injectors, and a gas flow control system.

### **QUALIFICATIONS / VALUE TO THE AUTHORITY**

- ✓ *Experience working on eight water/wastewater projects, of which six were collaborative delivery, totaling more than \$100M*





# MYLES SMITH

Superintendent – Pipeline

**GARNEY EXPERIENCE: 7 YEARS**

**INDUSTRY EXPERIENCE: 29 YEARS**

## Certifications & Training

GA Utility Manager License  
000892

GA Utility Contractor License  
300609

Erosion Control

OSHA 30-Hour

OSHA Competent Person -  
Excavation and Shoring

## PROJECT EXPERIENCE

**Wet Weather Monitoring & Pumping System –**  
City of Largo, FL / \$39M

**Superintendent.** Improvements to seven lift stations, new wet wells, pumps, power supply, telemetry, bypassing, 77,000 LF of 12" to 30" force main, HDD, auger boring to cross FDOT and CSX ROW, and roadway reconstruction.

**Regional Integrated Loop System Phase 3B Interconnect Project –** Peace River Manasota Regional Water Supply Authority / \$11M

**Superintendent.** Installation of 21,120 LF of 48" steel and 5,280 LF of 36" DIP potable waterlines, an interconnection to an existing potable waterline, new valve assembly, future meter station, dewatering, a 20 LF aerial crossing of the 48", and tree canopy management.

**Cecil Field Water Main Project (CMAR) –**JEA / \$13M

**Superintendent.** Installation of 11,050 LF of 24" DIP water main, filling the existing 11,000 LF of PVC with cellular grout, two 24" line stops, MOT plans, paving, and dewatering. Emergency open-cut installation of 200 LF of 12" DIP across a highway; interaction with the FDOT.

**UF-623B Thermal Utility System Improvements –** University of Florida / \$46M

**Superintendent.** Installation of 4,600 LF of 10" to 36" HDPE chilled waterline, 8,500 LF of 2" to 10" carbon steel steam and condensate return pipelines, 8" PVC sanitary gravity and sewer service connection, 2,000 LF of electrical duct bank, manholes, vaults, and relocation of existing utilities with MOT.

**Ernie Caldwell Reclaimed Water Main**

**Improvements Phase 1 –** Polk County Utilities / \$3M

**Superintendent.** Installation of 9,568 LF of 20" reclaimed waterlines including PVC, HDPE, and DIP; 180 LF of 20" PVC sanitary force main. Also required an auger bore and two HDDs.

## QUALIFICATIONS / VALUE TO THE AUTHORITY

- ✓ *29 years of experience managing crews on water, sewer, force main, and reclaimed water projects. Proficient with equipment use related to utility, concrete, asphalt, and landscaping*







# JOHN KENNY

Superintendent – PS/GST

**GARNEY EXPERIENCE: 18 YEARS**

**INDUSTRY EXPERIENCE: 38 YEARS**

## Certifications & Training

Crane Institute Certification

AGC Superintendent-in-Training Courses

Confined Space Entry & Rescue

First Aid & CPR Trained

OSHA 30-Hour

OSHA Competent Person -  
Confined Space, Crane, Fall  
Protection, Fire Protection,  
Rigging, Scaffolding, and Silica

## PROJECT EXPERIENCE

**WTP Expansion, CONTRACT 2 – Peace River**  
Manasota Regional Water Supply Authority / \$79M  
**Superintendent.** Included 24 MGD surface WTP expansion with deep bed filters, a solids handling facility, two high service pump stations, three 2 MG ground storage tanks, and a sodium hypochlorite storage and feed facility.

**Green Meadows WTP and Wellfield Expansion (CMAR) – Lee County Utilities / \$75M**  
**General Superintendent.** Rehab of 26 existing wells consisting of pipe and electrical upgrades, six new wells with 125 hp vertical line raw water pumps, two pre-drilled test wells with 100 hp vertical line raw water pumps, ion exchange, RO, direct to degasifier/clearwell system, and 14.3 miles of pipe from 1/4" to 54" including HDPE, PVC, and stainless steel.

**Southwest WRF (CMAR) – City of North Port, FL / \$41M**  
**Superintendent.** Included 2.0 MGD WWRF with a membrane diffuser with turbo blowers, chemical feed facilities, two secondary clarifiers, aerobic course bubble diffuser, chlorine disinfection, grit facilities, headworks, submersible mixers, odor control system, two deep bed filters, a 2.0 MG Reject Storage tank, a centrifuge solids dewatering system, stormwater infrastructure, a 12" HDPE carrier pipe for the HDD for 204 LF, 1,000 LF of 12" and 24" PVC sewer pressure pipe, 3,000 LF of 8" PVC waterline.

**Polk Power Station Regional Reclaimed Water Project – TECO - Tampa Electric / \$29M**  
**Superintendent.** Installation of a steel pretreatment system with a primary clarifier, deep bed gravity conventional filter, two 2.85 MGD RO filtration skids, two 350 hp vertical turbine pumps, sludge thickening tank, spent backwash tank, sludge dewatering, 5,000 LF of 3" HDPE process piping, and 2,000 LF of 14" to 24" interconnecting piping.

## QUALIFICATIONS / VALUE TO THE AUTHORITY

- ✓ *With 38 years of experience, John has worked on 20+ projects, five of which were completed using collaborative delivery method. Experience working on water, sewer, force main, and reclaimed water projects.*







ARDURRA

## CHRIS KUZLER, PE

Design Team Manager

**ARDURRA EXPERIENCE: 29 YEARS**

**INDUSTRY EXPERIENCE: 36 YEARS**

### Education

Polytechnic Institute of NY, BS in Mechanical Engineering

Adelphi University, MA and BA

### Certifications & Training

PE: FL, No. 45532

PE: NY, No. 066738

### PROJECT EXPERIENCE

#### **Peace River Manasota Regional Water Supply Authority Integrated Regional Loop System Phases 1 and 3B**

– Desoto/Charlotte Counties // Sarasota County / \$19M (Combined Total)

**Principal-in-Charge & QA/QC Officer.** Oversaw design, permitting and construction services for 6.3 mile of 24" transmission main including a 3,500 LF, 30" directional drill across Shell Creek (PH 1) and 5 miles of 48" and 36" transmission main and preliminary engineering for a booster pump station (PH 3B). Provided identical services for Phase 2, involving 7 miles of 42" main.

#### **Integrated Regional Loop System Phase 3C**

**Feasibility Study** – Sarasota County / \$217K (Ardurra Fee)

**Principal-in-Charge.** Oversaw Ardurra's participation in a route study for ~9 miles of 42" transmission main and a booster pump station. Lead efforts for the pump station land acquisition.

#### **Transmission Main and Improvements to Pump Station #3**

– Sarasota County / \$15M  
**Principal-in-Charge & QA/QC Officer.** Providing design, permitting, and construction administration services for ~2 miles of a 30" and 36" water transmission main and installation of a new pump, and chemical storage and feed, electrical, SCADA and yard piping upgrades at PS #3.

#### **Logan Booster Pump Station**

– Pinellas County / \$5M  
**Principal-in-Charge & QA/QC Officer.** Design, permitting and construction of a new 30 MGD potable water booster station including a new 3,200 sq. ft. pump building, a 1,500 kW generator set, installation of 18" -24" and 36" yard piping and valves, and PLC and SCADA upgrades.

### QUALIFICATIONS / VALUE TO THE AUTHORITY

- ✓ *Designed and constructed 250+ miles of pipeline up to 54" in diameter and potable water booster stations up to 100 MGD capacity and has significant experience working with the Authority and with alternative delivery methods.*





ARDURRA

## **BEN TURNAGE, PE** Pipeline Design Team Lead

**ARDURRA EXPERIENCE: 17 YEARS**

**INDUSTRY EXPERIENCE: 20 YEARS**

### **Education**

University of Georgia, BS in  
Biological Engineering

Furman University, BS in Physics

### **Certifications & Training**

PE: FL, No. 64055

### **PROJECT EXPERIENCE**

#### **RIVER OAKS DIVERSION PROJECT (Design-Build)**

– Hillsborough County / \$27M

**Lead Engineer of Record.** Design, permitting, and construction administration services for a 24 MGD pump station, 17,900 LF of 30" and 36" force main, and 12,750 LF of 20" reclaimed watermain installed via open cut and directional drill.

#### **South County In-Line Potable Booster Pump Station (Progressive Design-Build)**

– Hillsborough County / \$25M

**Project Manager & Lead Engineer of Record.** Design, permitting, and construction administration services for a 50 MGD in-line potable water booster pump station and 1,200 LF of off-site 42" potable water transmission main.

#### **Redundant Force Main from PS 16 to South Cross Bayou AWRP**

– Pinellas County / \$14M

**Co-Engineer of Record.** Design, permitting and construction administration services for 18,850 LF of 20" and 36" force main installed down the median of Park Blvd. by open cut and 3,400 LF of 42" force main installed across waterways and roadway intersections by HDD. Ardurra teamed with another local engineering firm throughout the project.

#### **Wet Weather Monitoring and Pumping System Improvements**

– Largo, FL / \$39M

**Lead Engineer.** Design, permitting and construction administration services for 7 miles of 12"-20" force main and the upgrade or replacement of four wastewater lift stations.

#### **Regional Transmission System Phase 3C Feasibility Study**

– Sarasota, FL / \$217K (Ardurra Fee)

**Technical Lead (Sub to Wade Trim).** Lead hydraulic evaluations, pump station preliminary engineering and assistance with route selection and cost estimation for 20 miles of 42" and 36" transmission main and a booster pump station.

### **QUALIFICATIONS / VALUE TO THE AUTHORITY**

- ✓ *Significant collaborative delivery experience as well as with difficult large diameter pipeline installations, trenchless technologies, and working within and crossing FDOT rights-of-way and limited access utility/drainage corridors.*





ARDURRA

## DALE PEARSON, PE

Pipeline Design  
and Permitting

**ARDURRA EXPERIENCE: 6 YEARS**

**INDUSTRY EXPERIENCE: 7 YEARS**

### Education

University of Florida, BS in Civil  
Engineering

### Certifications & Training

PE: FL, No. 91444

### PROJECT EXPERIENCE

#### **Peace River Manasota Regional Water Supply Authority Integrated Regional Loop System**

**Phases 1 and 3B** – Desoto/Charlotte Counties //  
Sarasota County / \$19M (Combined Total)

**Project Engineer.** Design, permitting, and construction management services for 6.3 mile of 24" transmission main including a 3,500 LF, 30" directional drill across Shell Creek (PH 1) and 5 miles of 48" and 36" transmission main and preliminary engineering for a booster pump station (PH 3B). Responsible for acquiring the following permits: FDEP Public Water System Permits; FDEP Environmental Resource Permits; FDOT Utility Permits; Charlotte County Right-of-Way Use Permit; and a Sarasota County Tree Permit.

#### **RIVER OAKS DIVERSION PROJECT (Design-Build)**

– Hillsborough County / \$27M

**Project Engineer.** Included 17,900 LF of 30" and 36" force main and 12,750 LF of 20" reclaimed water main. Acquired The County ROW Use Permit; EPC of Hillsborough County Wetland Permit; CSX Railroad Permit; FDEP Environmental Resource Permit; FDEP Domestic Wastewater Construction Permit; FDEP NPDES Notification of Runoff from Construction Site.

#### **South County In-Line Potable Booster Pump Station (Progressive Design-Build) –**

Hillsborough County / \$25M

**Project Engineer.** Assisted with design, permitting, and construction administration services for a 50 MGD in-line potable water booster pump station and 1,200 LF of off-site 42" potable water transmission main. Permits: Hillsborough County Right-of-Way Use Permit; EPC of Hillsborough County Wetland Permit; FDEP Potable Water System Permit; FDEP NPDES Notification of Runoff from Construction Site; Hillsborough Co. Development Review; and an EPC Fuel Tank Registration.

### QUALIFICATIONS / VALUE TO THE AUTHORITY

- ✓ *Brings significant permitting experience for the Authority's Integrated Loop System and is successful and timely in acquisition of permits for multiple large scale water transmission main pipe and pump station projects*





ARDURRA

## **LOC TRUONG, PE** Pump Station Design Lead

**ARDURRA EXPERIENCE: 17 YEARS**

**INDUSTRY EXPERIENCE: 20 YEARS**

### **Education**

Rensselaer Polytechnic Institute, BS  
in Chemical Engineering

### **Certifications & Training**

PE: FL, No. 65709

Drinking Water Treatment Plant  
Operator Class C Florida No.  
0014398

Drinking Water Treatment Plant  
Operator Class IIA NY0036915

### **PROJECT EXPERIENCE**

**Transmission Main and Improvements to Pump Station #3** – Sarasota County / \$15M

**Project Manager & Engineer-of-Record.** Design, permitting, and construction administration for the extension of a 2-mile 30" and 36" water transmission main and installation of a new pump, and chemical storage and feed, electrical, SCADA and yard piping upgrades at PS #3.

**Logan Booster Pump Station** – Pinellas County / \$5M

**Project Manager & Engineer-of-Record.** Design, permitting and construction services for a new 30 MGD re-pump system consisting of four (4) new horizontal split case pumps, a 3,200 sq. ft. pump building and electrical room, a 1,500 kW generator set, 36", 24", and 18" yard piping and valves, and PLC and SCADA upgrades.

**North Booster Pump Station Modifications** – Pinellas County / \$4M

**Project Manager & Engineer-of-Record.** Design, permitting, and construction services for four new 25 MGD, 500 HP each horizontal split case pumps, installation of 60", 48", 42", and 36" ductile iron yard piping and valves, PLC and SCADA upgrades, instrumentation and electrical systems modifications.

**WE Dunn WRF Off-Site Reuse Pump Station Improvements** – Pinellas County / \$7.4M (est.)

**Project Manager & Engineer-of-Record.** Hydraulic analyses, preliminary engineering, design and construction management services for improvements to an existing 37 MGD high service reuse pump station including wet well modifications, new pumps, a new in-line filtration system, a new electrical system and SCADA system improvements.

### **QUALIFICATIONS / VALUE TO THE AUTHORITY**

- ✓ *Significant experience in water booster station and storage systems design. As a FL licensed WTP Operator, he brings system wide functionality to designs as well as knows the Authority's SCADA and telemetry standards.*







## TOM WILSON, PE QA/QC

**GARNEY EXPERIENCE: 4 YEARS**

**INDUSTRY EXPERIENCE: 38 YEARS**

### Education

University of South Florida, BS in Environmental Engineering

### Certifications & Training

PE: FL, No. 40284

### PROJECT EXPERIENCE

**Regional Integrated Loop System Phase 3C –**  
Peace River Manasota Regional Water Supply Authority / \$46M

**Project Engineer.** Assisting with routing and feasibility study to evaluate route options and infrastructure requirements to enable regional connection with the Manatee County water system; pipeline routes, sizing, new pumping/trim facility needs and locations, and modifications to existing county and regional facilities.

**Transmission Main Replacement – FKA /**

**Senior Design Engineer.** Includes five miles of 36" steel pipe along US-1 in FDOT ROW, a 1,700ft subaqueous crossing using HDD with HDPE pipe. The alignment travels through a congested section of Islamorada. Due to several existing utilities in the area, the new pipe will be installed under lanes of US-1.

**Southeast Seminole Heights Flooding Relief (Progressive Design-Build) –** City of Tampa, FL / \$30M

**Project Engineer.** Design and construction of a box culvert, round culverts, laterals, inlets, interconnections to the existing stormwater system, hydrologic and hydraulic stormwater modeling, route selection, green treatment elements, water main improvements of 11,700 LF with new fire hydrants, route selection, preliminary design report, co-funding assistance, permitting, final design, geotechnical engineering, surveying, sustainable stormwater treatment systems, transportation upgrades, and preparation of GMP.

**South Hillsborough County, Pipeline A BODR, –**  
Tampa Bay Water / \$300M

**Design Manager.** Includes a routing study and Basis of Design Report (BODR) to install a 66" water transmission pipeline, real estate services for property acquisition, as well as hydraulic and water quality modeling. Future work on this project will include design and construction.

### QUALIFICATIONS / VALUE TO THE AUTHORITY

- ✓ *35 years of experience designing over 6M LF of pipe in various sizes and materials—including water quality modeling, permitting, mitigation, cost estimating, and property acquisition as well as experience working in both rural and highly congested urban areas*





## **FREDDY BETANCOURT, PE, ENV SP**

### **Pipeline Design**

**WADE TRIM EXPERIENCE: 0.5 YEARS**

**INDUSTRY EXPERIENCE: 23 YEARS**

#### **Education**

University of New Orleans, MS in Engineering

Universidad Rafael Urdeneta (VZLA), BS in Civil Engineering

#### **Certifications & Training**

PE: FL, No. 68072

Envision Sustainability Professional

LEED Accredited Professional (AP)

#### **PROJECT EXPERIENCE**

**Regional Integrated Loop System Phase 3C –** Peace River Manasota Regional Water Supply Authority / \$46M

**QA/QC.** Assisting with routing and feasibility study to evaluate route options and infrastructure requirements to enable regional connection with the Manatee County water system. Includes pipeline routes, sizing, new pumping/trim facility needs and locations, and modifications to existing county and regional facilities.

**Contribution in Aid of Construction (CIAC) Water Main Project Segment 1 –** City of Tampa / \$26M

**Lead Pipe Designer.** Design and construction of 25,000 LF of 42" and 48" water transmission main, Jack & Bore and microtunneling installations under railroad and FDOT roads, project coordination; preliminary engineering; design, permitting, public information support, property acquisition and construction services. The CIAC was a collaboration with Garney under the Utility Capital Improvement Projects ("UCAP").

**Transmission Main Replacement –** FKA /

**QA/QC.** Includes five miles of 36" steel pipe along US-1 in FDOT ROW, a 1,700ft subaqueous crossing using HDD with HDPE pipe. The alignment travels through a congested section of Islamorada. Due to several existing utilities in the area, the new pipe will be installed under the southbound lanes of US-1, making maintenance of traffic a significant challenge.

**South Hillsborough County, Pipeline A BODR, –** Tampa Bay Water / \$300M

**Design Manager.** Includes a routing study and Basis of Design Report (BODR) to install a 66" water transmission pipeline. The project includes real estate services for property acquisition, as well as hydraulic and water quality modeling. Future work on this project will include design and construction.

#### **QUALIFICATIONS / VALUE TO THE AUTHORITY**

- ✓ *Has 23 years of experience with municipal wastewater collection, transmission, distribution, and treatment. Knowledge of trenchless technologies, including: HDD, micro-tunneling, jack-and-bore, CIPP and pipe bursting*





## NITA NAIK, PE

### Pipeline Design

**WADE TRIM EXPERIENCE: 1 YEAR**  
**INDUSTRY EXPERIENCE: 14 YEARS**

#### Education

University of Cincinnati, MS in Civil and Environmental Engineering

College of Engineering, BS in Civil Engineering

#### Certifications & Training

PE: FL, No. 79670

#### PROJECT EXPERIENCE

##### **Regional Integrated Loop System Phase 3C**

**Routing and Feasibility Study** – Peace River Manasota Regional Water Supply Authority / \$46M **Project Engineer & Assistant Project Manager.** Routing and feasibility study to increase service to Sarasota County and evaluate route options and infrastructure requirements to enable regional connection with the Manatee County water system. Includes pipeline routes, sizing, new pumping/trim facility needs and locations, and modifications to existing county and regional facilities.

##### **Contribution in Aid of Construction (CIAC) Water**

**Main Project Segment 1** – City of Tampa / \$26M **Project Engineer.** Design and construction of 25,000 LF of 42" and 48" water transmission main, Jack & Bore and microtunneling installations under railroad and FDOT roads, project coordination; preliminary engineering; design, permitting, public information support, property acquisition and construction services. The CIAC was a collaboration with Garney under the Utility Capital Improvement Projects ("UCAP").

##### **South Hillsborough County, Pipeline A BODR, –**

Tampa Bay Water / \$300M **Project Manager.** Includes a routing study and Basis of Design Report (BODR) to install a 66" water transmission pipeline. The project includes real estate services for property acquisition, as well as hydraulic and water quality modeling. Future work on this project will include design and construction.

##### **Transmission Main Replacement – FKA / \$28M**

**Design Engineer.** Includes five miles of 36" steel pipe along US-1 in FDOT ROW, a 1,700 ft subaqueous crossing using HDD with HDPE pipe. The new pipe will be installed under US-1, making MOT a significant challenge.

































#### QUALIFICATIONS / VALUE TO THE AUTHORITY

- ✓ *Intimately involved in the Phase 3C Routing and Feasibility Study and has designed many large diameter water transmission mains and has experience in replacing aging and deteriorated facilities as well as 250K LF of pipeline footage experience.*



## ATTACHMENT A – KEY PERSONNEL CHART

The below key personnel chart identifies our key staff and the reference projects our team has completed together that includes similar components to the Phase 2B and 3C Regional Integrated Loop projects.

Key Personnel	Key Staff Role on Design-Build Team	Employer	Years of Experience	Assigned Office City/State	#1	#2	#4	#5	#3	#6
					River Oaks Diversion Project (DB)	Regional Integrated Loop System Phase 3B Interconnect	Wet Weather Monitoring & Pumping System	Regional Integrated Loop System - Phase 1A Interconnect	Logan Booster Pump Station	North B St to Himes Ave CIAC Phase 5 (PDB)
Rob Fults	Design-Build Manager	Garney	23	Sarasota, FL						
Jason Seubert	Principal-in-Charge	Garney	30	Sarasota, FL						
Will Poczekaj	Pipeline Estimator	Garney	12	Winter Garden, FL						
Myles Smith	Superintendent – Pipeline	Garney	29	Sarasota, FL						
John Kenny	Superintendent – PS/GST	Garney	38	Sarasota, FL						
Dustan Pate	Construction Manager – Pipeline	Garney	5	Sarasota, FL						
Bobby Archer	Construction Manager – PS/GST	Garney	6	Sarasota, FL						
Chris Kuzler, PE	Design Team Manager	Ardurra	36	Tampa, FL						
Ben Turnage, PE	Pipeline Design Team Lead	Ardurra	20	Tampa, FL						
Dale Pearson, PE	Pipeline Design	Ardurra	7	Tampa, FL						
Loc Truong, PE	Pump Station Design Lead	Ardurra	20	Tampa, FL						
Freddy Betancourt, PE, ENV SP	Pipeline Design	Wade Trim	23	Tampa, FL						
Nita Naik, PE	Pipeline Design	Wade Trim	14	Tampa, FL						
Tom Wilson, PE	QA/QC	Wade Trim	38	Tampa, FL						



ATTACHMENT B

QUALIFICATION CERTIFICATION

The Undersigned presents this Qualification Submittal to be considered as a Qualified Design-Build Firm for provision of Design-Build services for the Regional Integrated Loop Phase 2B or Phase 3C Pipelines.

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


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

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

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

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

DATED this 24 day of June, 2022.

  
\_\_\_\_\_  
Signature of Affiant

Jason A. Seubert // Vice President/COO - Eastern Pipe      Garney Companies, Inc.  
\_\_\_\_\_  
Printed Name & Title of Affiant      Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 24 day of June, 2022, by Affiant, who is personally known to me or has produced \_\_\_\_\_ as identification.

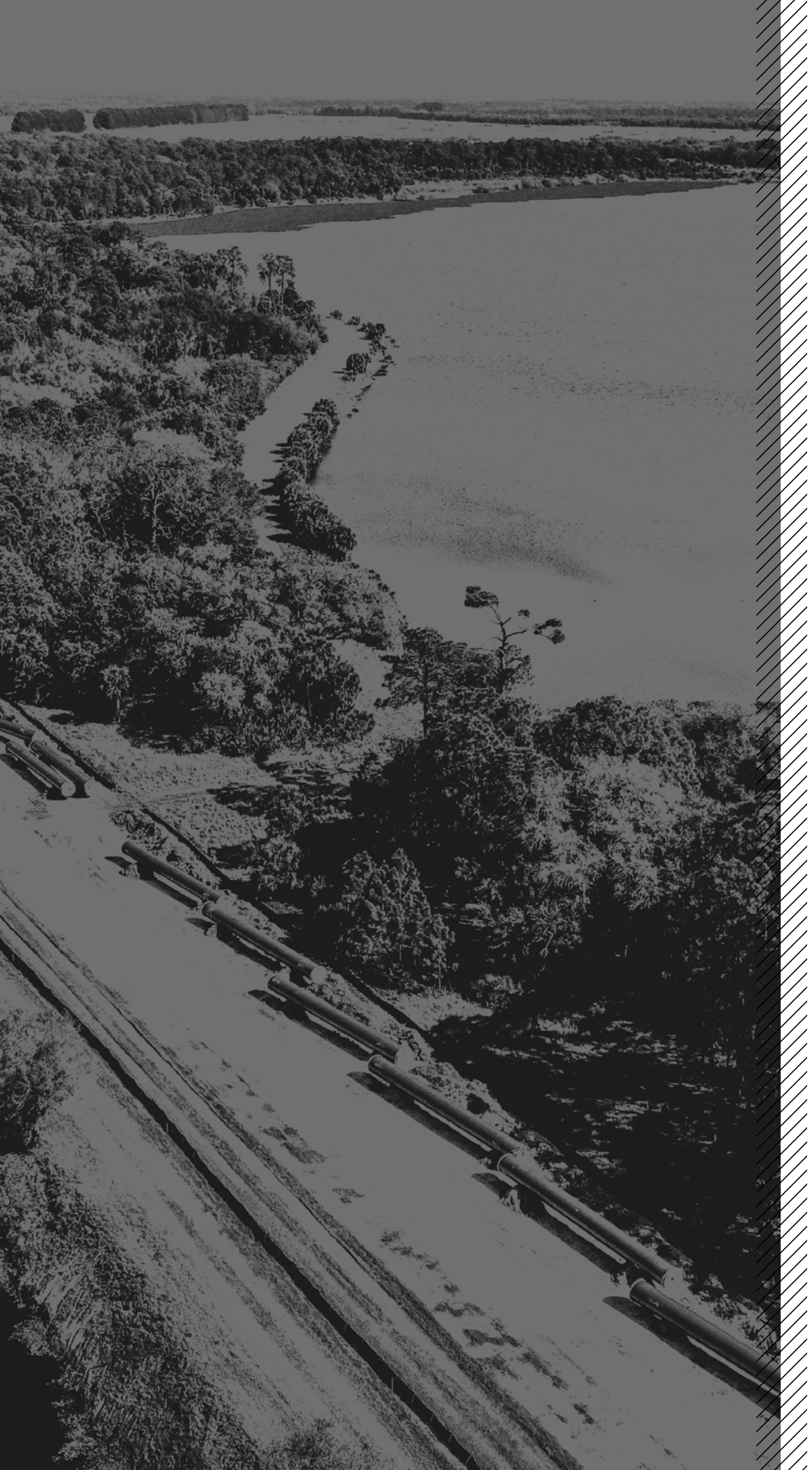
Cory Pickeral  
\_\_\_\_\_  
Notary Public  
Cory Pickeral  
\_\_\_\_\_  
Name typed, printed or stamped



My Commission Expires: 7/4/2023

**SECTION 03**

**PROGRESSIVE DESIGN-BUILD TEAM SIMILAR EXPERIENCE**



# EXPERIENCE WITH DESIGN-BUILD

## DESIGN-BUILDER PROFILE

As a trusted partner delivering PDB projects throughout Florida and the nation, the Garney team understands the transparent and collaborative culture needed to maximize your return on investment through this method. What sets us apart from the competition is not just our local expertise, but our recent, successful, and relevant experience working together. **In the past 20 years, Garney has completed 267 collaborative delivery pipeline projects totaling over \$4B, and of those, 70 were in Florida.**

Through this experience, the team has the capacity, resources, and track record to work cooperatively with multiple clients and subcontractors. To date, we've worked on

63 water/wastewater pipeline design-build projects, with more than 80% of our current work delivered using collaborative delivery or alternative procurement methods.

The Garney team is committed to designing and building this project in collaboration with all stakeholders. Our success in designing and building via this method is our attitude; the attitude that the project team is just that—a team that includes the Authority, member governments, funding agencies, customers, sub-consultants, subcontractors, and the community. Operating with a project-first mentality allows us to focus on the project, which in turn streamlines the process and allows for open and honest communication.

## SAMPLE OF GARNEY'S COLLABORATIVE DELIVERY EXPERIENCE

Project Name	State	Delivery Method	Completion Date	Value
Vista Ridge Water Supply Project	TX	DB	Apr-20	\$540M
T-Bar Ranch Well Field Development & Delivery Project (DB)	TX	DB	May-13	\$157M
Yadkin Regional Water Supply - Raw Water Infrastructure (PDB)	NC	PDB	May-23	\$156M
Boat Barbor Transmission FM - Subaqueous Portion	VA	DB	TBD	\$144M
Cross County 30" Transmission Line & High Service PS (DB)	TX	DB	Jul-11	\$42M
Greenland WRF Pipelines: Reclaimed Water and Sanitary Sewer Force Mains (PDB)	FL	PDB	Jun-24	\$40M
48-Inch Water Transmission Main for Area N (DB)	FL	DB	Sep-20	\$37M
Utility Capital Improvement Projects (UCAP) (PDB)	FL	PDB	Oct-10	\$30M
River Oaks Diversion Project (DB)	FL	DB	Jul-20	\$27M
San Carlos Pumping Station Rehabilitation (PDB)	FL	PDB	Nov-21	\$25M
North B St to Himes Ave CIAC Phase 5 (PDB)	FL	PDB	TBD	\$22M
Poplin Road Pipeline and Pump Station (PDB)	NC	PDB	May-23	\$15M
Richland Creek Reservoir Raw Water Pipeline (DB)	GA	DB	May-17	\$11M

# EXPERIENCE WITH LARGE DIAMETER PIPELINES

We earned our ranking and reputation as the #1 water transmission main firm in the nation (Engineering News-Record) by installing large-diameter pressure pipes across the US and Florida. **Over the past 15 years, Garney has installed more than 3.9 million LF of ductile iron pipe or steel pressure main 36 inches in diameter or larger.**

Our proposed staff assisted with the successful delivery of many of these projects. We understand the importance of selecting a reliable, trustworthy PDB partner. We also know placing that trust in any partner isn't easy. With our team, the Authority is getting a reliable partner dedicated to our work and the communities it impacts.

## SAMPLE OF GARNEY'S LARGE-DIAMETER STEEL/DIP PIPE EXPERIENCE

Project	State	Completion Date	Value (\$M)	Description
Vista Ridge Water Supply Project (Design-Build)	TX	Apr-20	\$540M	554,400 LF of 60" C200 steel & 195,360 LF of 54"
Kaw Lake Water Supply Program (CMAR)	OK	Dec-23	\$243M	105,600 LF of 36" and 211,200 LF of 30" pipeline
T-Bar Ranch Well Field Development & Delivery Project (Design-Build)	TX	May-13	\$157M	316,800 LF of 48"
Yadkin Regional Water Supply Project - Raw Water Infrastructure (Progressive Design-Build)	NC	May-23	\$156M	153,120 LF of 36" DIP raw water pipeline
Trinity River Main Stem Pump Station & Pipeline (CMAR)	TX	Oct-19	\$103M	86,821 LF of 72" C200 spiral weld
Sabine River Pump Station Project (CMAR)	TX	Jun-21	\$63M	39,600 LF of 66" waterline
High Service Mains for WTP on Pool 3 - Contracts A and B	KY	May-10	\$56M	157,268 LF of 42" DIP
Val Vista Water Transmission Main - Phase 1-3 (CMAR)	AZ	Nov-16	\$47M	10,681 LF of 72", 17,013 LF of 60", 13,575 LF of 48"
Red River Valley Water Supply Project - Contract 5B	ND	Sep-23	\$45M	46,650 LF of 72" steel raw water pipe
Alliance Regional Water Authority Phase 1B Treated Water Pipeline	TX	Jul-23	\$37M	65,000 LF of 36" and 42" steel water pipe
Kings Bluff Raw Water Transmission Main	NC	May-22	\$37M	73,300 LF of 54" welded steel raw transmission main
Utility Capital Improvement Projects (UCAP) (Progressive Design-Build)	FL	Oct-10	\$30M	4,635 LF of 48" & 44,489 LF of 42" DIP
Blackjack Mountain 36-Inch Water Main Replacement	GA	Jan-23	\$23M	31,175 LF of 36" DIP water transmission main
84" Cypress Creek Transmission Main Replacement	FL	Jan-08	\$19M	29,000 LF of 84" steel
Regional Integrated Loop System - Phase 3A Interconnect Project	FL	Jul-11	\$18M	47 500 LF of 48" steel

## SAMPLE OF GARNEY'S FLORIDA EXPERIENCE WITH PUMP STATIONS AND GROUND STORAGE TANKS

Garney has worked on 101 collaborative delivery PS/GST water projects valued at \$3.3B over the past 24 years. This work has included virtually every type of pump system: vertical turbine, horizontal centrifugal, pre-packaged skid system, etc., along with every type of ground storage system including; cast-in-place, steel, elevated, and prestressed concrete. Our diverse background and experience allows us to provide you a thorough comparison and life cycle analysis so you have all the facts needed to make decisions.

### PROJECT HIGHLIGHTS

#### **WATER CONSERV II TRANSMISSION MAIN BOOSTER PUMP STATION IMPROVEMENTS**

// ORANGE COUNTY, FL

Construction of a new 90 MGD reclaimed water booster pump station. Installed in-line to an existing 54" reclaimed waterline and included a pump station structure to house seven 450 hp vertical turbine pumps rated at 16K GPM each

#### **WEST CENTRAL REUSE INTERCONNECT & STORAGE BOOSTER STATION**

// PASCO COUNTY UTILITIES

Construction of 108,000 LF of 24" ductile iron water main and two reclaimed water booster pumping stations, each consisting of three 150 HP vertical turbine pumps with associated piping, valves, and accessories; and two aboveground D110 Type II pre-stressed tanks, 2.3 MG and 5 MG

#### **VILLAGES OF SOUTHERN OAKS WTP (DESIGN-BUILD)**

// ARNETT ENVIRONMENTAL, LLC

Construction scope included two lift stations with one 50 hp vertical turbine pump at each station rated at 2,000 GPM with a total capacity of 2.9 MGD for each station

Project	Delivery Method	Completion Date	Value (\$M)
Polk Power Station Regional Reclaimed Water Project	DBB	Mar-15	\$28M
River Oaks Diversion Project	DB	Jul-20	\$27M
San Carlos Pumping Station Rehabilitation	PDB	Nov-21	\$25M
West Villages Southwest WTP	CMAR	Jul-22	\$20M
Regional Integrated Loop System - Phase 3A Interconnect Project	DBB	Jul-11	\$18M
Tampa Bypass Canal Pump Station	DBB	Aug-11	\$16M
Tampa Bay Regional Facility Pump Stations	DBB	Dec-11	\$14M
Water Conserv II Transmission Main Booster Pump Station Improvements	DBB	Oct-21	\$13M
Regional Integrated Loop System - Phase 1A Interconnect Project	DBB	Oct-12	\$12M
West Central Reuse Interconnect & Storage Booster Station	DBB	Mar-03	\$10M
Gibson Place Utility Company WTP #2	PDB	Sep-22	\$9M
Villages of Southern Oaks WTP	PDB	Jun-19	\$7M
Winter Garden Phase 1 - Public Access Reuse Storage and Pumping Facilities	PDB	May-08	\$7M
West Hollywood Pumping Station and Storage Tanks	DBB	Jun-14	\$5M
Port LaBelle Membrane Water Treatment Plant	DBB	Aug-07	\$5M
County Road 535 Water Supply Facility	DBB	Feb-10	\$5M
Gibson Place Utility Company WTP #1	PDB	Mar-22	\$4M
Lake Wales Airport Fire Flow	DB	Jan-08	\$2M
Bonneville Water Storage Facility Modifications	DBB	Oct-04	\$1M
Gus Stewart Water Purification Facility Conversion	CMAR	Jul-17	\$1M



## REFERENCE FORM

Consultant Name: Garney Companies, Inc.

Role on the Project (Prime, Sub-consultant, Engineer of Record, etc.) Prime

Reference Entity: Hillsborough County, FL

Reference Contact Person: Beth Schinella

Reference Address: 332 North Falkenburg Road, Tampa, FL 33619

Reference Email Address: schinellab@hillsboroughcounty.org

Reference Phone No.: 813.612.7761

Project Name: River Oaks Diversion Project

Project Delivery Method: Design-Build

Project Location: Tampa, FL

Consultant Project Manager: Dan Smolik - Senior Project Manager; Will Poczekaj - Project Manager

Project Engineer of Record: Ardurra

Date Project Commenced: March 2017

Date of Final Completion: September 2020

Construction Cost (Budget & Final Costs): \$28.5M (Estimated) // \$27.5M (Final)

Alternative Delivery Projects (Only) Original GMP: \$28,491,000 Final Cost: \$27,472,682

Qualification Satisfied:  3.a.  $\geq$ 36-inch Pressure Pipeline  3.b.  $\geq$ 3-MGD Firm Capacity Pump Station

3.c. Alternative Project Delivery  3.d Subaqueous Pipeline Crossing

Description of Work Performed and Explanation of Differences in Original GMP and Final Cost (GMP difference only for alternative delivery projects) : \_\_\_\_\_

Garney served as the Design-Builder and Ardurra served as the Prime Engineer for Hillsborough County's River Oaks Diversion Project which included a wastewater pump station consisting of four 385 hp pumps rated at 5,600 GPM with a capacity of 32.3 MGD, two 140 hp jockey pumps rated at 5,375 GPM with a capacity of 24.1 MGD, and an odor control unit; wastewater transfer force mains consisting of 12,800 LF of 30" and 5,040 LF of 36" DIP which included a 36" aerial crossing and a subaqueous crossing of stormwater Channel A for 225 LF; the relocation of the River Oaks outfall which included a new cast-in-place structure; demolition of the existing River Oaks Advanced Wastewater Treatment Facility; and associated site restoration, paving, 150 LF of sheet piling, 73,000 CY of excavation, and dewatering. Also included the installation of 10,020 LF of 20" DIP reclaimed waterline through residential areas, trenchless installations including 390 LF of 48" and 225 LF of 36" casing installed using jack and bore to cross roadways and railroads, 2,700 LF of 20" horizontal directional drill using fusible PVC, and miscellaneous electrical.

## RIVER OAKS DIVERSION PROJECT

HILLSBOROUGH COUNTY, FLORIDA

### MEETS MINIMUM QUALIFICATIONS: 3.A, 3.B, 3.C, & 3.D

36-INCH OR LARGER PRESSURE PIPE, 3MGD FIRM CAPACITY OR LARGER PUMP STATION, ALTERNATIVE PROJECT DELIVERY, AND SUBAQUEOUS PIPELINE CROSSING



## DESIGN-BUILD

# RELEVANT QUALIFICATIONS

- ✓ Design and permitting was completed by Ardurra
- ✓ Construction of a new 24 MGD pump station and replacement of 16” DIP with 17,800 LF of 30” and 36” DIP force main
- ✓ Design-build delivery with GMP process
- ✓ Public sector project
- ✓ Completed in past 10 years
- ✓ Reclaimed waterline route, primarily located along a busy road that serves residential areas, required paving after the pipe has been installed
- ✓ Trenchless installations to cross highly developed areas of the route included 2,700 LF of 20” HDD installation, 620 LF of 36” & 48” casing installed via jack and bore, and both aerial and subaqueous crossings of stormwater Channel A



**This project was awarded the DBIA Florida Region Design-Build Project of the Year Award – Water/Wastewater in 2021.**

### KEY PERSONNEL INVOLVEMENT



- Jason Seubert
- Will Poczekaj
- Chris Kuzler, PE
- Ben Turnage, PE
- Dale Pearson, PE
- Loc Truong, PE



*Pipeline Installation*



*24 MGD pump station construction*

## REFERENCE FORM

Consultant Name: Garney Companies, Inc.

Role on the Project (Prime, Sub-consultant, Engineer of Record, etc.) Prime

Reference Entity: Peace River Manasota Regional Water Supply Authority

Reference Contact Person: Richard Anderson

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

Reference Email Address: RAnderson@regionalwater.org

Reference Phone No.: 863.993.4565

Project Name: Regional Integrated Loop System Phase 3B Interconnect Project

Project Delivery Method: Design-Bid-Build

Project Location: Nokomis, FL

Consultant Project Manager: Rob Fults

Project Engineer of Record: Ardurra

Date Project Commenced: September 2019

Date of Final Completion: May 2021

Construction Cost (Budget & Final Costs): \$12.1M (Estimated) // \$11.3M (Final)

Alternative Delivery Projects (Only) Original GMP: N/A Final Cost: \$11,339,428

Qualification Satisfied:  3.a.  $\geq$ 36-inch Pressure Pipeline  3.b.  $\geq$ 3-MGD Firm Capacity Pump Station

3.c. Alternative Project Delivery  3.d. Subaqueous Pipeline Crossing

Description of Work Performed and Explanation of Differences in Original GMP and Final Cost (GMP difference only for alternative delivery projects) : \_\_\_\_\_

This project included the design, permitting and construction of a five-mile-long regional potable water transmission main from the terminus of the Authority's Phase 3A transmission main adjacent to Sarasota County's Central County Solid Waste Disposal Complex, to a new delivery point for Sarasota County on Clark Road/State Road 72. The scope included the installation of 21,120 LF of 48" steel waterline, 5,280 LF of 36" DIP waterline, an interconnection to an existing potable water transmission main, and construction of a new control valve assembly at the northerly terminus of the 36" potable water transmission main. The work required dewatering throughout the alignment, a 20 LF aerial crossing of the 48" over future 72" storm culverts, a 66" casing under an active stormwater channel, and tree canopy management.



**REGIONAL INTEGRATED LOOP SYSTEM PHASE 3B INTERCONNECT PROJECT**

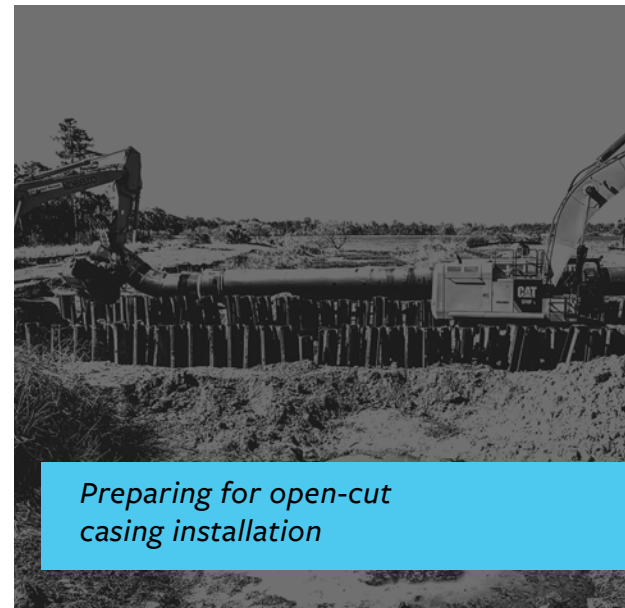
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

**MEETS MINIMUM QUALIFICATIONS: 3.A**

36-INCH OR LARGER PRESSURE PIPE

**RELEVANT QUALIFICATIONS**

- ✓ Successful past project experience with same teaming partners
- ✓ Design and permitting completed by Ardurra
- ✓ Construction of a five-mile-long regional potable water transmission main from the terminus of the Authority's Phase 3A transmission main adjacent to Sarasota County's Central County Solid Waste Disposal Complex
- ✓ Completed in past 10 years
- ✓ Collaborated with the Authority to provide VE solutions to stay within the Authority's budget
- ✓ Implemented site specific safety plan which resulted in zero accidents
- ✓ Scope included the installation of 21,120 LF of 48" steel waterline, 5,280 LF of 36" ductile iron water line, and open cut of 55 LF of 66" steel casing under an active stormwater channel



*Preparing for open-cut casing installation*

**KEY PERSONNEL INVOLVEMENT**



Jason Seubert  
Rob Fults  
John Kenny  
Myles Smith  
Dustan Pate  
Chris Kuzler, PE  
Dale Pearson, PE

## REFERENCE FORM

Consultant Name: Garney Companies, Inc.

Role on the Project (Prime, Sub-consultant, Engineer of Record, etc.) Prime

Reference Entity: City of Largo, FL

Reference Contact Person: Chuck Mura, PE

Reference Address: 201 Highland Avenue, Largo, FL 33779

Reference Email Address: cmura@largo.com

Reference Phone No.: 727.587.6713

Project Name: Wet Weather Monitoring & Pumping System

Project Delivery Method: Design-Bid-Build

Project Location: Largo, FL

Consultant Project Manager: Dan Smolik

Project Engineer of Record: Brown & Caldwell with Ardurra as a primary subconsultant

Date Project Commenced: March 2015

Date of Final Completion: March 2017

Construction Cost (Budget & Final Costs): \$40.3M (Estimated) // \$38.9M (Final)

Alternative Delivery Projects (Only) Original GMP: N/A Final Cost: \$38,912,084

Qualification Satisfied:  3.a.  $\geq$ 36-inch Pressure Pipeline  3.b.  $\geq$ 3-MGD Firm Capacity Pump Station

3.c. Alternative Project Delivery  3.d Subaqueous Pipeline Crossing

Description of Work Performed and Explanation of Differences in Original GMP and Final Cost (GMP difference only for alternative delivery projects) : \_\_\_\_\_

The City upgraded a portion of the existing wastewater pumping and force main system to increase capacity to prevent sanitary sewer overflows during a 10-year 24-hour rain event, which was funded by a State Revolving Loan Fund. Pumping improvements included demolition, replacement/ upgrades of seven lift stations with submersible pumps ranging in capacity from 1.7 to 4.3 MGD. This entailed new wet wells up to 30' in depth, pumps, power, telemetry, and bypassing. Flows from the lift stations were conveyed through new pipelines into a collector "wet weather" force main consisting of 8,072 LF of 12", 3,900 LF of 14", 12,990 LF 16", 9,550 LF of 20", and 12,130 LF of 30", as well as a gravity sewer with 1,361 LF of 12" PVC. The force main transports flows east to the wastewater reclamation facility and traverses through neighborhoods, requiring road work, traffic detours, and dewatering. Also included 30,000 LF installed via horizontal directional drilling methods, including a 20" subaqueous crossing of Taylor Lake, three auger bores totaling 463 LF of 30" to cross FDOT and CSX rights-of-way, ten 48" manholes, three 5' x 5' rectangular vaults, as well as reconstruction of a City roadway, drainage, sidewalk, and striping improvements.

## WET WEATHER MONITORING & PUMPING SYSTEM

CITY OF LARGO, FLORIDA

### MEETS MINIMUM QUALIFICATIONS: 3.B & 3.D

3MGD FIRM CAPACITY OR LARGER PUMP STATION AND SUBAQUEOUS PIPELINE CROSSING

## RELEVANT QUALIFICATIONS

- ✓ Upgraded a portion of the existing wastewater pumping and force main system to increase capacity to prevent sanitary sewer overflows during a 10-year 24-hour rain event
- ✓ Funded by State Revolving Fund
- ✓ Completed in the past 10 years
- ✓ Force main consisting of 8,072 LF of 12", 3,900 LF of 14", 12,990 LF 16", 9,550 LF of 20", and 12,130 LF of 30", as well as a gravity sewer with 1,361 LF of 12" PVC
- ✓ Included 30,000 LF installed via horizontal directional drilling methods
- ✓ Subaqueous crossing of Taylor Lake consisting of 1,550 LF of 20" drill and 550 LF of 30" drill
- ✓ Construction through major roadways and residential areas requiring extensive MOT plans
- ✓ Ardurra acted as a Primary Consultant to BC designing both the force mains and pump stations



*Force main installation along drainage ditch east of Belcher Road*

### KEY PERSONNEL INVOLVEMENT



Jason Seubert  
Will Poczekaj  
Myles Smith  
Chris Kuzler, PE  
Ben Turnage, PE  
Loc Truong, PE

## REFERENCE FORM

Consultant Name: Garney Companies, Inc.

Role on the Project (Prime, Sub-consultant, Engineer of Record, etc.) Prime

Reference Entity: Peace River Manasota Regional Water Supply Authority

Reference Contact Person: Richard Anderson

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

Reference Email Address: RAnderson@regionalwater.org

Reference Phone No.: 863.993.4565

Project Name: Regional Integrated Loop System - Phase 1A Interconnect Project

Project Delivery Method: Design-Bid-Build

Project Location: Punta Gorda, FL

Consultant Project Manager: Dan Smolik // Rob Fults

Project Engineer of Record: DMK Associates, Inc.

Date Project Commenced: October 2010

Date of Final Completion: October 2012

Construction Cost (Budget & Final Costs): \$16.0M (Estimated) // \$12.3M (Final)

Alternative Delivery Projects (Only) Original GMP: N/A Final Cost: \$12,345,546

Qualification Satisfied:  3.a.  $\geq$ 36-inch Pressure Pipeline  3.b.  $\geq$ 3-MGD Firm Capacity Pump Station

3.c. Alternative Project Delivery  3.d Subaqueous Pipeline Crossing

Description of Work Performed and Explanation of Differences in Original GMP and Final Cost (GMP difference only for alternative delivery projects) : \_\_\_\_\_

The Peace River Manasota Regional Water Supply Authority is a regional governmental agency that is responsible for supplying potable water to its customer governments consisting of Charlotte, DeSoto, Manatee, and Sarasota Counties and the City of North Port. The Authority was looking to enhance the region's water transmission systems through a Regional Integrated Loop Pipeline System. The system created a regional potable water transmission system interconnecting water systems in the Authority's service area. Garney was responsible for the installation of nine miles of 24" DIP pipeline connecting the Peace River Water Treatment Facility in DeSoto County to the Punta Gorda Shell Creek Water Treatment Plant in Charlotte County. The project also included the construction of a new 4.3 MGD pump station and a 500,000 gallon D110 Type III aboveground water storage tank. The project also involved a 7,300 LF subaqueous crossing of the Peace River via conventional cut and cover installation using 30" HDPE. Wade Trim team members (then with another firm) provided 3rd party review of the project design.



**REGIONAL INTEGRATED LOOP SYSTEM - PHASE 1A INTERCONNECT PROJECT**

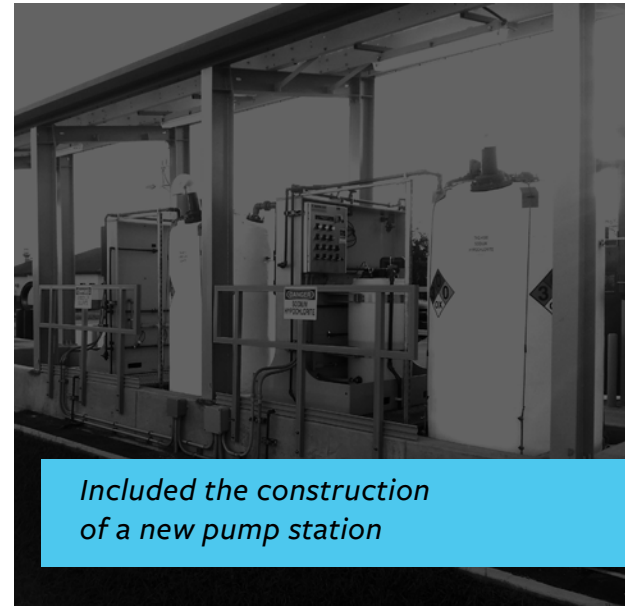
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

**MEETS MINIMUM QUALIFICATIONS: 3.B & 3.D**

3MGD FIRM CAPACITY OR LARGER PUMP STATION AND SUBAQUEOUS PIPELINE CROSSING

**RELEVANT QUALIFICATIONS**

- ✓ Nine miles of 24" DIP connecting the Peace River WTP to the Punta Gorda WTP.
- ✓ 7,300 LF subaqueous crossing of the Peace River via conventional cut and cover installation using 30" HDPE and a 4.3 MGD booster pump station.
- ✓ Construction of a new pump station and a 500,000 gallon ground water storage tank.
- ✓ Project was part of the Authority's master water plan to provide enhanced service and redundancy to the surrounding community.
- ✓ Collaborated with the Authority to provide VE solutions to stay within the Authority's budget.
- ✓ Implemented site specific safety plan which resulted in zero accidents.
- ✓ Route located within public right-of-way, adjacent to both busy roadways and residential properties which required extensive MOT and expedited restoration efforts to maintain community satisfaction.
- ✓ Included all power conduit, wiring, switchgear, VFDs and instrumentation controls and telemetry for interface between new pump station and Peace River WTP.



*Included the construction of a new pump station*

**KEY PERSONNEL INVOLVEMENT**



Jason Seubert  
Rob Fults  
Freddy Betancourt, PE, ENV SP  
Nita Naik, PE  
Tom Wilson, PE

## REFERENCE FORM

Consultant Name: Ardurra Group, Inc.

Role on the Project (Prime, Sub-consultant, Engineer of Record, etc.) Prime

Reference Entity: Pinellas County, FL

Reference Contact Person: Tom Menke

Reference Address: 14 S. Ft. Harrison Avenue, 6th Floor, Clearwater, FL 33756

Reference Email Address: tmenke@pinellascounty.org

Reference Phone No.: 727.453.3611

Project Name: Logan Booster Pump Station

Project Delivery Method: Design-Bid-Build

Project Location: Pinellas County, FL

Consultant Project Manager: Loc Truong, PE

Project Engineer of Record: Ardurra Group, Inc. / Loc Truong, PE

Date Project Commenced: May 2012

Date of Final Completion: January 2018

Construction Cost (Budget & Final Costs): \$6.4M (Budget) // \$4.8M (Final)

Alternative Delivery Projects (Only) Original GMP: N/A Final Cost: \$4.8M

Qualification Satisfied:  3.a.  $\geq$ 36-inch Pressure Pipeline  3.b.  $\geq$ 3-MGD Firm Capacity Pump Station

3.c. Alternative Project Delivery  3.d. Subaqueous Pipeline Crossing

Description of Work Performed and Explanation of Differences in Original GMP and Final Cost (GMP difference only for alternative delivery projects) : When bids for the original design of the new

Logan Pump Station came in  $\pm$ \$2 million over budget, Pinellas County hired Ardurra to take over the project, perform VE and then redesign and re-permit the project to meet the available budget. The pump station consisted of a new 30 MGD potable water re-pump system consisting of four (4) new 250 HP pumps, a 3,200 sq. ft. pump building and electrical room, variable frequency drives, a new 1,500 kW standby diesel generator set, installation of 36", 24", and 18" yard piping and valves, PLC and SCADA upgrades, and instrumentation and electrical system modifications. Subsequent to design and bidding, Ardurra provided construction management services for the project. Timing and coordination played key roles during construction, as the existing pump station had to remain in service for the duration. The initial construction phasing plan included three separate 24-hour shutdowns, during which the County's water system would run on the head pressure provided by the two full 5 MGD ground storage tanks. Planning and communication helped reduce the number of 24-hour shutdowns to two. Additionally, Ardurra performed SCADA start-up and testing services to ensure full functionality of the PLC and SCADA upgrades including its integration into the County's system.

## LOGAN BOOSTER PUMP STATION

PINELLAS COUNTY, FLORIDA

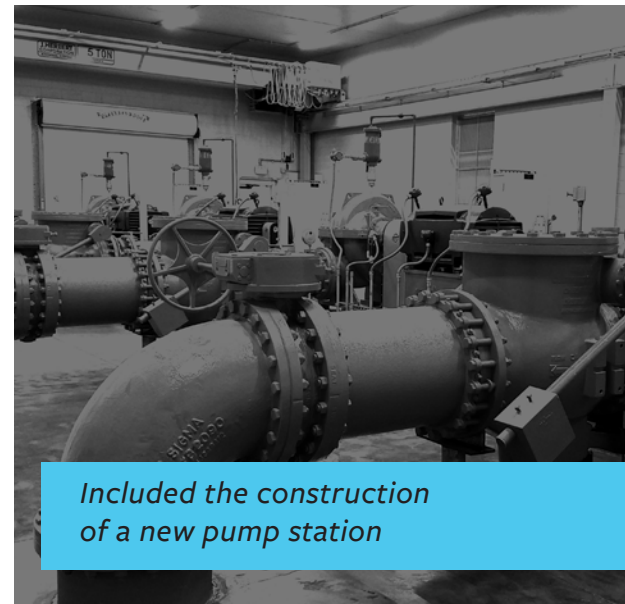
### MEETS MINIMUM QUALIFICATIONS: 3.B

3MGD FIRM CAPACITY OR LARGER PUMP STATION



## RELEVANT QUALIFICATIONS

- ✓ Collaborated with the County to provide VE solutions to stay within the County's budget.
- ✓ Pump station consisted of a new 30 MGD potable water re-pump system consisting of four (4) new 250 HP pumps, a 3,200 sq. ft. pump building and electrical room
- ✓ Subsequent to design and bidding, Ardurra provided construction management services for the project
- ✓ Successful coordination during construction to ensure the existing pump station remain in service for the total duration
- ✓ Successful planning and communication to reduce the overall number of 24-hour shutdowns to two



*Included the construction of a new pump station*

### KEY PERSONNEL INVOLVEMENT



Chris Kuzler, PE  
Loc Truong, PE

**REFERENCE FORM**

Consultant Name: Garney Companies, Inc.

Role on the Project (Prime, Sub-consultant, Engineer of Record, etc.) Prime

Reference Entity: City of Tampa, FL

Reference Contact Person: Kevin Becotte, PE

Reference Address: 4900 W Lemon Street, Tampa, FL 33609

Reference Email Address: kevin.becotte@tampagov.net

Reference Phone No.: 813-274-5521

Project Name: North B St. to Himes Ave CIAC Phase 5 (Progressive Design-Build)

Project Delivery Method: Progressive Design-Build

Project Location: Tampa, FL

Consultant Project Manager: Dan Smolik

Project Engineer of Record: Metzger & Willard, Inc. with Ardurra as Prime Subconsultant

Date Project Commenced: January 2022

Date of Final Completion: TBD

Construction Cost (Budget & Final Costs): \$22.5M (Estimated) // TBD (Final)

Alternative Delivery Projects (Only) Original GMP: TBD - see below Final Cost: TBD

This project is in the preconstruction phase, therefore a total GMP is not available at this time.

Qualification Satisfied:  3.a.  $\geq$ 36-inch Pressure Pipeline  3.b.  $\geq$ 3-MGD Firm Capacity Pump Station

3.c. Alternative Project Delivery  3.d Subaqueous Pipeline Crossing

Description of Work Performed and Explanation of Differences in Original GMP and Final Cost (GMP difference only for alternative delivery projects) :

Design, permitting, and construction of approximately 2.8 miles of a new 36" transmission water main along MacDill Avenue from the intersection of W Gray St and N Tampania Ave to W Empedrado St and S Himes Ave. In addition, existing transmission and distribution water mains along the selected route will be replaced as part of the project. The project includes, but is not limited to, design and construction of the water mains with extensive utility coordination and restoration. Services will also include coordination and scheduling during the permitting and design phase, cost estimating, construction engineering and inspection (CEI), public outreach, administering subcontracts and all related work required for a completed project. Services will be provided under a contract for a negotiated guaranteed maximum price.



**NORTH B ST TO HIMES AVE CIAC PHASE 5**

CITY OF TAMPA, FLORIDA

**MEETS MINIMUM QUALIFICATIONS: 3.A & 3.C**

36-INCH OR LARGER PRESSURE PIPE AND ALTERNATIVE PROJECT DELIVERY



**PROGRESSIVE DESIGN-BUILD**

**RELEVANT QUALIFICATIONS**

- ✓ Ardurra, Prime Subconsultant is assisting with the design and permitting of approximately 2.8 miles of a new 36” transmission water main along MacDill Avenue from the intersection of W Gray St and N Tampania Ave to W Empedrado St and S Himes Ave.
- ✓ Existing transmission and distribution water mains along the selected route to be replaced as part of this project
- ✓ Project consists of extensive utility coordination and restoration with additional public outreach during heavy traffic times

**KEY PERSONNEL INVOLVEMENT**



Jason Seubert  
Rob Fults  
Chris Kuzler, PE  
Ben Turnage, PE  
Dale Pearson, PE



**SECTION 04**

**PROGRESSIVE DESIGN-BUILD TEAM PROJECT APPROACH**

# DESIGN-BUILD APPROACH

## INTRODUCTION

The Garney + Ardurra team is excited to submit our proposal for the Authority's first progressive design-build project. We applaud the Authority for choosing this delivery method and understand the importance as to why it was chosen for these two critical infrastructure projects. The design-build method promotes such schedule-driven projects and is especially crucial for navigating the volatile market conditions we are all currently living with. It also facilitates more collaboration and innovation among the design-build team with the Authority, which allows for a more streamlined project overall.

In addition to understanding why the design-build delivery method was chosen, the Garney + Ardurra team is also experienced with the critical elements necessary to deliver a successful design-build project. We know that strong collaboration is the primary key, with consistent communication to align all expectations in order to maintain the focus throughout the project on the clear project vision and priorities. This team looks forward to incorporating these elements into a successful partnership with the Authority.

## OUR DESIGN-BUILD PROCESS

Serving as the Design-Builder, Garney's Design-Build process will leverage our team's knowledge and experience to provide a quality, best value, on-schedule project that:

- » Incorporates your long-term operational and maintenance needs
- » Eliminates changes during construction
- » Provides best value methods, materials, and processes
- » Sequences purchasing and construction to eliminate schedule impacts
- » Meets the needs of all stakeholders

To provide consistency across all three stages, we will foster a team atmosphere, working in partnership with the Authority and Brown and Caldwell to keep everyone's project goals in alignment.

The key elements to maintaining this team atmosphere include:

- » Communicate openly with all team members
- » Pre-plan to minimize impacts or disruptions during design and construction
- » Resolve problems and risks proactively
- » Create a win/win atmosphere based on trust

## STEPS TO MAKING THE PROJECT A SUCCESS

**The Design-Build process has three distinct stages:**

- 1. PRECONSTRUCTION**
- 2. CONSTRUCTION**
- 3. COMMISSIONING AND TURNOVER**

In the following pages you will read about the various activities and processes that will be used during each project stage. It is important to remember that, when using the design-build process, multiple processes can occur simultaneously in order to expedite the schedule or take advantage of cost-saving measures. All parties, as a team, get to decide together how best to utilize the design-build process to the benefit of the project and the Authority.

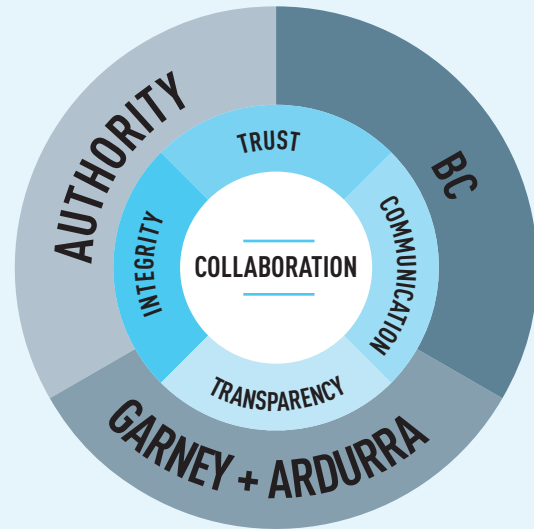
## SUCCESS STARTS WITH COLLABORATION AND COMMUNICATION

### PRINCIPLES OF COLLABORATION

Garney’s extensive design-build experience has taught us that communication and teamwork are the cornerstones to making the design-build process a success. **To establish and maintain a collaborative atmosphere and relationship, four attributes need to be present: Trust, Integrity, Transparency, and Communication. Our team will work in partnership with the Authority and BC to foster these attributes throughout the project.**

Our collaboration process starts with a team strategy/partnering session. This session with the Authority, BC, Member Governments, and other impacted stakeholders will be to craft a project/team mission statement, and to list out the key objectives for the process and project.

**TRUE COLLABORATION CAN ONLY BE ACHIEVED THROUGH THESE FOUR PRINCIPLES.**



During this session each stakeholder shares their wants, needs, and concerns about the project and the delivery method. Aligning all parties’ expectations at the beginning and monitoring throughout, to ensure we are following the plan, is key to eliminating disappointment at project completion. **This session will build upon the existing trust and relationships between all involved and will clear the way for continued open and honest communications.**

We know having the Authority’s input at all stages of the design and construction is crucial to the success of the project but understand that there are many other stakeholders that also need to be included in the process.

**Our collaboration efforts and project communication will keep each party included and informed of the project status. As we develop the overall project plan and schedule, we will identify items and activities that require their involvement or approval.**

### COMMUNICATION AMONGST ALL STAKEHOLDERS

Collaboration is most successful when clear lines of communication are established.

**Rob Fults, Design-Build Manager**, will be our primary point-of-contact for communication. He will work directly with the Authority’s Project Manager to ensure that communication between the Authority, BC, stakeholders, and our team remains constant, open, transparent, and productive during all phases.

**ROB FULTS – DESIGN-BUILD MANAGER**  
PRIMARY PROJECT POINT-OF-CONTACT



## Section 4: Progressive Design-Build Team Project Approach

We will take the lead role in communication. This will consist of the following:

- ✓ Develop a detailed project team organizational chart with roles and responsibilities
- ✓ Hold regular on-site meetings
- ✓ Hold schedule reviews to keep the project on track
- ✓ Take digital pictures to document progress
- ✓ Utilize email, Teams meetings, and phone calls to keep in touch and share information
- ✓ Preparing an emergency contact list

In our initial workshops, we will develop a preferred method of communication with all stakeholders required to be involved. Our team will establish and document expectations with well-defined project deliverables, working collaboratively to build your vision together.

Other potential methods and processes we have successfully used are:

### TYPES OF COMMUNICATION

- » Weekly Progress Meetings
- » MS Teams Site for living “To-Do” lists
- » Design Challenge Meetings
- » Subconsultant Coordination Meetings
- » Bi-Monthly Update Emails
- » Monthly Progress Reports
- » Sharepoint site for document sharing
- » Project website for external stakeholders


A dedicated web-based filing system will be set up for the project. All project team members will have access to the project records, RFI's, submittals, estimates, budgets, logos, etc. The Authority and BC will have unfettered access to the documents as they are developed.

All project correspondences can be managed using Garney's Spectrum project management software based on the Authority's discretion. Spectrum will log and track all items to ensure that each were sent to the appropriate parties and that those parties responded in a timely manner. Using these processes will result in the clear transfer of instructions, decisions, and questions among the team, which will allow for timely identification of concerns, decisions to be made, and appropriate dissemination of information. This allows design and construction to progress.

Further, our team has partnered with **DJ Public Relations** for all public outreach efforts. More details can be found on page 63.



**EFFECTIVE  
COMMUNICATION  
RESULTS IN EFFECTIVE  
PROJECT DELIVERY**



*The Garney Team's effective communication and collaboration resulted in zero accidents on the Authority's Phase 1A project.*



# 1. PRECONSTRUCTION APPROACH

## INTRODUCTION

The preconstruction stage will begin prior to award of the Design-Build contract. As part of scope development for the contract's first Work Order, we will meet with the Authority and your stakeholders to review project goals, objectives, constraints, and requirements to determine the extent of preliminary services underway or completed by the Authority team; and to agree on the scope of services and schedule for the preconstruction phase. We will take nothing for granted and our goal will be to tailor our approach to meet the Authority's expectations and needs.

## PRECONSTRUCTION PLAN

To achieve project completion within the Authority's needed schedule, part of our Team's Design-Build approach is to develop a specific Project Management Plan to identify critical path construction, long lead time items and permitting constraints. Having an early and intimate understanding of these items at the onset will drive engineering resources and the design schedule to allow critical procurement and construction activities to start while design is still progressing.

## INITIAL SERVICES

Upon Notice to Proceed, we will begin the following tasks in parallel:

- » Completion of Field Services including supplemental surveying, Subsurface Utility Engineering (SUE), ecological investigations and geotechnical testing.
- » Coordinating with, and obtaining information on, existing utilities.
- » Continuation of or assisting with land acquisition services.
- » Development of a Basis of Design Report, if required.

Surveying will be conducted to supplement efforts already completed. Ardurra's survey crews will use the established control points to complete right-of-way surveys; establish easement and private property boundaries; and complete topographic surveys.

Surveying will typically follow the Level B SUE, geotechnical testing and ecological field investigation efforts described below so that boring and existing utility locations and wetland boundaries can be efficiently collected. Where necessary, additional information will be collected for use in preparation of sketch and legal descriptions for easements and property acquisition. Topographic surveying will be expedited where possible, and rectified aerial imagery will be obtained using Ardurra's survey drone 3D scan technology.

Subsurface Utility Engineering (SUE) will be conducted to identify existing buried utilities along the pipeline routes and evaluate potential conflicts.

Ecological Field Investigations will take place concurrent with SUE and geotechnical testing efforts. These efforts will entail a Preliminary Listed Species Assessment to identify the potential occurrence of wildlife species listed as endangered, threatened, or of special concern; a field staking of State and Federal Wetland Jurisdictional limits along the pipeline route; an initial Gopher Tortoise Burrow Survey and Population Estimate for future gopher tortoise permit coordination with the FWC followed by an additional survey 90-days prior to construction. Ardurra's Ecologists will also confirm Archeological and Contaminated Site Assessments completed as part of the pipeline Feasibility and Routing Studies.

Geotechnical Testing will be conducted to classify subsurface conditions, soil types, and groundwater and limestone levels. Testing data and laboratory testing results will be used to evaluate dewatering requirements, suitability of native soils for pipe bedding and backfill and to identify areas of unsuitable soils and quantify the needs for imported fill. Deeper borings will typically be conducted on both sides of trenchless crossings. Soils samples collected as part of the geotechnical testing will also be used to conduct a Corrosion Control Study to determine cathodic protection and pipe exterior coating needs.

If required, land acquisition efforts will be continued by American Acquisition Group. These services typically include title searches, development of Agent's Price Estimates and appraisals, meetings and negotiations with property owners, development of closing and recording documents and, if necessary, assistance with condemnation/ Eminent Domain cases.

**BASIS OF DESIGN REPORT**

Our team's experience with design and construction of pipelines for the Authority will greatly expedite development of a Basis of Design Report, while data collection and field services along the pipeline route and on the pump station site(s) are being completed. The Basis of Design Report will serve as a road map for the final design and will establish the provisions for critical design elements that facilitate safe construction, efficient disinfection and start-up, and future operations and interconnections between the Authority and its member governments and customers.

The progressive design-build process will allow for a collaborative decision-making process between the Authority and the Garney Team. **Design criteria will be evaluated and chosen to meet the Authority's needs in light of cost, constructability and schedule impacts.** This will allow the project to expeditiously proceed toward a successful completion.

**KEY ITEMS TO BE CONSIDERED INCLUDE:**



**FINAL PIPELINE ALIGNMENTS ALONG THE ROUTE**



**PIPELINE MATERIALS, OPERATING PRESSURES, WALL THICKNESS/PRESSURE CLASS, JOINT TYPE AND RESTRAINT AND CORROSION CONTROL**



**PIPELINE APPURTENANCE REQUIREMENTS, SPACING AND TYPICAL DETAILS INCLUDING:**

- LINE VALVES
- BLOWOFFS
- AIR AND VACUUM VALVES
- ACCESS MANHOLES



**PUMP STATION DESIGN CONSIDERATIONS SUCH AS:**

- HYDRAULIC OPERATING CONDITIONS
- PRELIMINARY EQUIPMENT SELECTION
- PUMPING SYSTEM GENERAL ARRANGEMENT
- ELECTRICAL AND BACKUP POWER REQUIREMENTS
- INSTRUMENTATION AND CONTROL REQUIREMENTS
- CHEMICAL FEED SYSTEM REQUIREMENTS
- PUMP BUILDING LAYOUT
- PRELIMINARY SITE PLAN
- SITE LIGHTING AND SECURITY



**DELIVERY POINT REQUIREMENTS AND METER STATION CONFIGURATION**



**TELEMETRY AND SCADA REQUIREMENTS**

### FINAL DESIGN

The flexibility provided by the Progressive Design-Build method will allow us to have two pipeline design teams and a pump station design team working concurrently to move the project forward quickly. Although separate, they will use identical design standards and meet regularly to share lessons learned, helping each other to anticipate and overcome risks at every step. Design Team A will focus on segments of the pipeline that can be easily designed, permitted, and released for construction while Design Team B focuses on the remainder of the pipeline. Once the “early release” segments of the pipeline are designed, Design Team A will join Design Team B with completion of the remainder of the design. Segments of routes with critical permitting or land acquisition activities will be prioritized to maintain the schedule.

**The Pump Station Design Team will work independently of the pipeline design teams other than the interface at the property line.**

At each design milestone deliverable (30%, 60%, 90%, and final), we will hold a Deliverable Review Workshop to discuss the Authority’s and stakeholders’ comments and review the updated risk register, schedule, and cost estimates; make recommendations of construction work packages for approval; and hold formal value engineering and constructability review sessions. We will also identify opportunities for Owner Direct Purchase (ODP) and early material procurement to save time and money.

The Basis of Design Report and 30% design submittal will also be provided to SWFWMD for the 3rd Party Review required by the Cooperative Grant.

### PERMITTING

Early coordination with regulatory agencies will be crucial for the success of this project. In our experience, agencies allow greater flexibility to the contractor regarding project impacts when those potential impacts are coordinated in advance. Our team will coordinate with regulatory agencies throughout the design process—from conceptual to final design. The first pre-application meeting will be requested from most regulatory agencies within the first 30 days of design to solicit feedback. This early coordination will avoid delays to the project caused by receipt of agencies’ Requests for Additional Information (RAIs). All permit submittals and review periods will be reflected in the project schedule.

#### ANTICIPATED PERMITTING AGENCIES

*Based on our Florida project experience, we anticipate permits from the following agencies may be required:*



- ✓ **Florida Department of Environmental Protection (FDEP)**
- ✓ **Florida Department of Health (FDOH)**
- ✓ **U.S. Army Corps of Engineers**
- ✓ **Florida Fish and Wildlife Conservation Commission (FWC)**
- ✓ **Local City and/or County Governments**
- ✓ **Florida Department of Transportation (FDOT)**
- ✓ **Florida Power and Light**



**APPROACH TO RISK MANAGEMENT**

Meeting schedule and budget is dependent on identifying and mitigating risks during all phases of the project. The progressive design-build delivery method provides a unique opportunity to manage risks effectively as it allows the design-builder to have control over the design and construction activities of the project as a single entity.

**Our team’s approach to risk management starts with the identification and classification of risks.** We do this in a “strategy/partnering session” workshop. **Identified and classified risks are then captured in a Risk Register.** All risks that are logged in the risk register are considered open (or active) by default.

**Specific members of our team then evaluate these identified risks to determine nature, probability of occurrence, and severity of impacts.** The probability of occurrence and/or severity of impacts are scalable to adjust for the magnitude of the specific project and repercussion on missing contractual deadlines.

**Once risks have been evaluated, the team assigns specific individuals (assignee) to be responsible for that risk throughout the project. The assignee is responsible for developing a risk mitigation plan to address the risk.**

**EXAMPLE RISK REGISTER**

DATE IDENTIFIED	RISK DESCRIPTION	LIKELIHOOD	IMPACT OR CONSEQUENCE	SEVERITY (LIKELIHOOD & IMPACT)	ASSIGNEE (PERSON WHO MANAGES RISK)	MITIGATION PLAN	STATUS (ACTIVE/ INACTIVE)
DD/MM/YY	EXAMPLE	MEDIUM	HIGH	HIGH	TBD	MITIGATE STRATEGY	ACTIVE
DD/MM/YY	EXAMPLE	LOW	HIGH	HIGH	TBD	MITIGATE STRATEGY	ACTIVE
DD/MM/YY	EXAMPLE	LOW	MEDIUM	MEDIUM	TBD	MITIGATE STRATEGY	ACTIVE



On a progressive design-build project, our focus is to eliminate and mitigate all risks, if possible. Acceptance of risks usually only occurs on very low probability or severity risks, where implementing a mitigation strategy is usually more expensive than accepting the risks.

Once all risks mitigation plans have been created, the team meets again as a whole to review, correct, or accept the mitigation plans and agree to place them in action. The assignees will then be responsible through the lifecycle of the project to monitor the risks, effectiveness of the mitigation and plan through the duration of the project, or until the specific risk is no longer applicable to the project.

**QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)**

The Garney Team will prepare and implement a QA/QC plan that reflects the philosophy that quality is planned and built into the project. The graphic below demonstrates quality control challenges and our plan to overcome them.

## QUALITY CONTROL CHALLENGES AND HOW WE OVERCOME THEM


**1**

### FAST TRACKED DESIGN AND SCHEDULE

- ✓ Established working protocol amongst Team members
- ✓ Regularly scheduled design camps and utility coordination meetings to discuss and resolve design issues and conflicts
- ✓ Living design documents shared via SharePoint for all to view
- ✓ Dedicated and experienced QA/QC review team to review design documents and constructability as the design progresses rather than after it's finished

**2**

### CONSTRUCTING IN TODAY'S ENVIRONMENT

- ✓ Garney's self-performing capabilities for both the pipeline and pump station give us ultimate control over execution of the work
- ✓ Vast local in-house resources reduce risks associated with subcontracting major portions of the work
- ✓ Robust construction Quality Control Program including a dedicated Quality Control Manager, detailed inspection of delivered materials; soils, concrete and materials testing; and intermediate testing of systems to address issues before they become problems

**3**

### STARTUP, TESTING AND, OPERATION

- ✓ Preliminary testing and certification by equipment manufacturers
- ✓ Detailed Commissioning Log and Startup and Testing Plans to ensure that nothing gets overlooked
- ✓ Follow-up Operations Reviews after commissioning to ensure everything is operating properly and solve problems

**VALUE ENGINEERING/  
CONSTRUCTABILITY REVIEWS**

***Our number one priority as a design-build team is to bring true value to the Authority. Through our 61 years of experience solely in water and wastewater construction, we have saved owners millions of dollars through value engineering and constructability reviews and we're proud of it.***

VE, constructability reviews, communication and shared success is in our DNA as a design-builder. Garney will organize and facilitate regular design review meetings so that risks and design decisions can be discussed, and solutions can be agreed upon and recorded. These design reviews will add value and maximize system resiliency through identification and elimination of risk and optimization of the design and project constructability.

Large pipeline projects are traditionally cost governed by labor, equipment, and materials. As right-of-way limitations are imposed, construction logistics, and means and methods become a huge driver of cost and schedule. As the leading pipeline contractor in the nation, we can provide unparalleled insight to the most cost-effective and efficient means for building your project. Garney will offer cost opinions as risk and design decisions are being considered to aid the team in determining the best value decision for the project, ensuring the Authority's requirements and priorities are being met. Through VE and careful cost and project management, Garney was able to complete additional work scope and manage changes on the Authority's Phase 1A project within the original budget and provided \$1M in VE savings.

**GARNEY PROVIDED \$31M+**  
IN VE SAVINGS FOR OWNERS ON  
PIPELINE WORK IN THE LAST 10 YEARS

**PUBLIC OUTREACH**

We will develop and implement a community outreach plan in close coordination with the Authority. The plan may include organizing public campaigns, hosting town hall meetings, circulating literature, and creating webcasts, as well as digital content, to inform the community and rally public support for the project.

Using grassroots efforts with innovative technologies, we will reach a multitude of audiences both on- and off-line. Residents and businesses will receive direct notices and have access to a website for public meeting dates and information. They will also be able to follow the project on Facebook and Twitter to learn of traffic detours. All property owners will be notified in advance of construction near their property, including any planned service disruptions.

**Diane Jones** with DJ Public Relations will provide public outreach efforts on this project.



They have 15 years of experience providing public outreach and engagement services on many design-build projects in the Tampa Bay area. They recently worked with Ardurra on the Authority's Regional Loop System Phase 1 project in which they planned and conducted a public meeting that incorporated exhibits and presentations in order to solicit public input as part of the route selection criteria. DJ Public Relations is a certified Woman, Minority, and Veteran-owned business in the state of Florida.

**OWNER DIRECT PURCHASE**

Within the past 15 years, Garney has assisted Owners in managing \$280M through owner direct purchase (ODP) programs, saving Owners over \$17M, not including the cost of time saved by accelerating the procurement of long lead and critical path items as we did on the Peace River Phase 1A Interconnect project. In addition to cost savings, Garney works directly with Owners to ensure all aspects of the project requirements, including schedule and liabilities, are covered and meet the standards required by FDEP. We have had zero regulatory/compliance issues with Owners or third-party agencies and zero litigation. Our established process allows for smooth implementation that results in on-time delivery. We can do more with ODP because we leverage our proven contracts, long-standing relationships with key local suppliers, and national buying power as one of the largest self-performing contractors in the state.

**RECENT ODP EXPERIENCE IN FLORIDA**

Project & Owner	Value	ODP Value
NWRWRF Expansion (DB), Hillsborough County, FL	\$193M	\$18M
Green Meadows WTP Expansion (CMAR), Lee County Utilities, FL	\$75M	\$17M
Peace River WTP Expansion, Peace River MRWSA, FL	\$61M	\$17M
Apopka WRF Expansion (CMAR), City of Apopka, FL	\$62M	\$16M
Regional Integrated Loop System - Phase 1A Interconnect Project, Peace River MRWSA, FL	\$15M	\$1M
WRF Expansion (CMAR), City of Plant City, FL	\$39M	\$4M
River Oaks Diversion Project (DB), Hillsborough County, FL	\$28M	\$1M
Southwest WRF Improvements (CMAR), City of North Port, FL	\$38M	\$5M

**DEVELOPING THE GMP AND CONTROLLING COSTS**

Based on today’s market conditions and the Authority’s desired schedule, we anticipate the potential need for a multiple GMP approach. This will allow for design to run concurrently on critical pipeline segments and the pump station while not tying their design progression to one another. Critical path pipeline construction will be able to begin while more detailed pump station design and complex pipeline segments can be designed in greater detail.

Cost control is as important to us as it is to the Authority. Garney takes great pride in delivering collaborative delivery projects to our clients with transparency, cost, and schedule certainty. To help protect the Authority’s budget, the Garney team will serve as your advocate throughout the preconstruction phase by providing accurate and transparent estimates and identifying ways to align the design scope with the project cost.

Our preconstruction team is comprised of key personnel that are responsible for the design and construction of the project. This facilitates accountability and a seamless transition from design to construction, ensuring all parties involved from project inception have intimate knowledge of all decisions that were made.

As a self-performing contractor, we have an in-depth understanding of the work and cost history to perform quick and accurate budget analysis as we work through the project and make decisions. Competitive solicitation for material suppliers and subcontract scopes of work will provide the Authority with the best value as well as satisfy any potential funding mandates. Using our estimating program developed in-house, our preconstruction team will provide real-time cost input to facilitate efficient decision-making during these workshops.

A budget update will follow each workshop, providing clear detail of any changes and a breakdown of the cost change related to labor, materials, and subcontractor components. Having this level of budget analysis ensures we do not lose sight of the project goals and identifies any shortfalls early in the process so we can correct them before the constraint becomes a real issue. During construction, our GMP(s) progress will be updated regularly and provided at each progress meeting. We will be able to provide the Authority with cash flow projections based on our updated cost-loaded project schedule to satisfy any regulatory funding allocation needs.

**WORKING WITH SUPPLY CHAINS**

As the nation’s pipeline leader, our buying power and relationships can be leveraged to get you the materials you need faster and at a more competitive price than anyone else in the industry.

**To date, our Florida pipeline operations have been able to effectively manage and mitigate all post-GMP market volatility and cost escalations while maintaining delivery schedules.**

Furthermore, we’ve been able to beat quoted lead times for materials and negotiate large early material purchases or diversions from long duration projects throughout the country to jumpstart projects and satisfy our most critical client needs with no negative impact to ongoing operations. Flexibility in today’s market is key and points to a major benefit of the Progressive Design-Build approach for project delivery. We’ve had great success with including material allowances within the preconstruction/design services agreement to facilitate the acquisition of material when it best suits the project.

**DESIGN TIMELINE**





Furthermore, market conditions will be continually analyzed for cost and lead time changes to best understand the risk at the time of GMP. We will be able to provide equitable contingencies and allowances backed by market data and our risk register to protect the Authority, provide more than adequate documentation to SWFWMD, and allow flexible adjustments during construction if needed.

Market conditions means labor too. Garney’s team of self-performing craft professionals is best-in-class and growing. We’ve positioned ourselves successfully over the past 61 years to take full advantage of the work opportunities provided in an expanding industry for our valued clients like the Authority. In Florida alone our field-based craft resources have continued to grow an average of 33% year over year for the last 5 years. Our ability to retain craft professionals and develop them over a significant period of time has allowed us to build the most effective and competent craft labor force in the industry.

**FUNDING EXPERIENCE**

Our Design-Build team has the support staff necessary and with the experience to

successfully manage the information required for federally funded projects and has had zero compliance issues to date. We can apply lessons learned with funding agencies to the Authority’s projects from past experiences, including the recent WIFIA funded CMAR project for Sarasota County. Our team will take full responsibility for ensuring funding compliance. This is done through submittal of accurate and on schedule deliverables to the necessary agencies and ensuring the Design-Build team is following all required protocols in accordance with federal and state rules and regulations. Our payroll systems are configured to seamlessly manage these projects in compliance with Davis-Bacon wage requirements, provide certified weekly payroll reports, and accommodate payroll compliance audits.

Our team will ensure that any Davis-Bacon wages, certified payroll, American Iron & Steel Provisions, and participation requirements are included in the planning, budgeting, and execution of the project. Additionally, we are committed to fulfilling any State or Federally funded grant or loan program requirements.

**RECENT GARNEY SRF FUNDED PROJECTS IN FLORIDA**

Project & Owner	Value	SRF Funded	Davis-Bacon	Buy American
Apopka WRF Expansion (CMAR) // <i>City of Apopka, FL</i>	\$62.3M	✓	✓	✓
Plant City WRF Expansion (CMAR) // <i>City of Plant City, FL</i>	\$44.0M	✓	✓	✓
Wet Weather Monitoring & Pumping System // <i>City of Largo, FL</i>	\$38.9M	✓	✓	✓
Airport WRF Phase 2 Improvements // <i>Hernando County, FL</i>	\$24.0M	✓	✓	✓
Glen WRF Expansion // <i>Hernando County, FL</i>	\$13.4M	✓	✓	✓
Duck Key WTP // <i>Florida Keys Aqueduct Authority, FL</i>	\$7.1M	✓	✓	✓
English Oaks FM Phase III // <i>City of Lakeland, FL</i>	\$6.1M	✓	✓	✓
Lake Wales WTF Rehab/Expansion // <i>City of Lake Wales, FL</i>	\$3.6M	✓	✓	✓
South WRF Digester Improvements Phase 2 // <i>Orange County, FL</i>	\$3.1M	✓	✓	✓

## 2. CONSTRUCTION APPROACH

Garney and the Authority began constructing transmission pipelines together over 13 years ago beginning in 2009 with the construction of the Phase 3A Regional Integrated Loop Project. Since that first pipeline project, we have gone on to successfully complete the Phase 1A project and Phase 3B project.

These three projects total over 100,000 LF of large diameter pipe installation and constitute some of the most challenging and difficult pipe projects that the Authority has constructed to date. During the construction of these projects, we worked in tandem with the Authority to address challenges ranging from budgeting and permitting to environmental and landowner.

Our previous experience together has set the foundation for a seamless partnership for this critical project. We know your expectations and the level of service that you request. One of Garney’s core philosophies is “**excellence is the standard**”. As a 100% employee-owned company, we not only focus on building projects but delivering high quality projects to our customers and clients.

### SAFETY

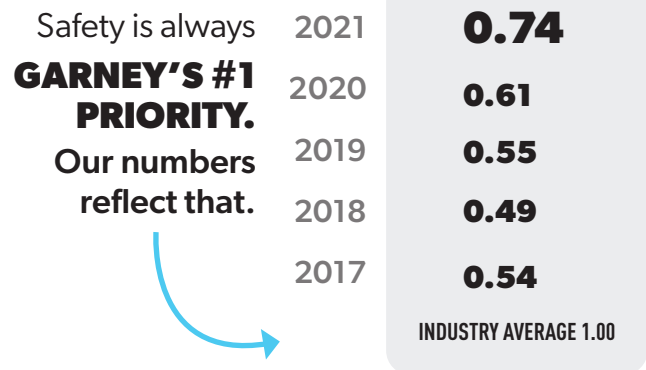
Safety is Garney’s number one company objective—it is a priority above all else. Safety planning is a significant focus of our risk management approach for the project.

We embrace a philosophy of safety and health excellence. Garney’s commitment to maintaining a safe work environment for all personnel working on the project focuses on empowering employee-owners at all levels to accept ownership for safety and take whatever actions are consistent with our goal of eliminating all safety incidents.

Safety begins during the earliest stages of the project. During the preconstruction stage, discussions are held on the safest way to construct the project. These discussions are also held during the scheduling and planning stage and during the daily task planning.

Our commitment to safety is evidenced by our Experience Modification Rating (EMR) of 0.74, significantly less than the national average of 1.00. The EMR benchmarks workers’ compensation claims to other companies similar in size who operate in the industry. The lower the EMR, the better the safety record — resulting in lower insurance premiums for our clients.

### WORKER’S COMPENSATION EXPERIENCE MODIFIER RATING (EMR)



Safety is always  
**GARNEY’S #1 PRIORITY.**  
Our numbers reflect that.

**In 2021, Garney crews self-performed 3,882,696 manhours.**

### DELIVERING ON SCHEDULE

Completing these complex projects using the PDB method provides significant schedule advantages along with helping to mitigate risk for the Authority during a post-pandemic world. Our construction approach will build off the initial project phasing efforts identifying critical path and locations of pipeline installation that can be started with minimal design, property acquisition, material acquisition, and permitting effort. By accelerating the design, reducing capital costs, and allowing early-out construction packages once design elements are completed, the project team can begin construction at an earlier date thus allowing design to run concurrent with construction.

The Garney + Ardurra team brings an unprecedented resume meeting aggressive schedules. During preconstruction, the design will be incorporated in the overall work

breakdown structure (WBS), and a critical path for major elements will be included in the project schedule. We will facilitate early decision making to keep the project on schedule. To ensure schedules are met following the Authority's time frame, we will refine the schedule we have already developed with the Authority, so individual task leaders can also own schedules in their areas of work.

As the largest self-performing water/wastewater contractor in the country, we have the means to expedite schedules as necessary. With 252 resources local to our Florida operations alone and another 476 in eastern US, we have routinely pooled resources as necessary to fast-track a critical project and expedite schedules. Based on our current capacity, we're confident that we can provide successful delivery of the Authority's project with local resources you already know and trust.



*The Garney team offers 252+ Florida resources ensuring the Authority's critical project is completed on time with a trusted team of pipeline experts.*



### 3. COMMISSIONING AND TURNOVER

Garney + Ardurra are committed to delivering the Phase 2B Pipeline or Phase 3C Pipeline and Pump Station to the Authority. Having successfully completed large diameter pipeline and pump station projects, our team has the personnel and experience to ensure startup and commissioning is successful.

Startup and commissioning will be guided by an overall Project Commissioning Log and individual Startup and Testing Plans for the pipeline and each piece of equipment. This is the same approach used by the Garney Team on the Phase 3B Interconnect project and ensured that all required testing and commissioning of the project components was completed in an orderly, properly documented manner.

The Project Commissioning Log (Log) will be developed within a minimum of 90 days in advance of startup and testing activities to allow input from all parties. It will tabulate testing requirements and allow for documenting the dates that items were successfully completed/delivered to ensure that nothing is omitted. Items to be tracked include spare parts, O&M Manuals, training, manufacturers' testing, field testing, and certificates of warranty for all pipe segments, valves, meters, pumps, generators and other equipment supplied on the project. To supplement the Log, the Garney Team will develop a Startup and Testing Schedule to allow the Team and the Authority to plan resources for the testing. We understand that testing of the pipeline and pump station will impact the Authority's daily operations and will work with you to minimize those impacts.

#### TESTING AND DISINFECTION OF PIPELINE

With Garney having completed over 89,760 LF of large diameter pipe installation for the Authority's Phases 1A, 3A, and 3B projects, we understand the Authority's commitment to the water quality provided to its customers. Similar to the Phase 3B and 3A projects, flushing, testing and disinfection of the pipeline would be detailed in an all-inclusive Start-up Systems Testing Plan. Our team will develop filling rates and volumes, fill locations and jumper assemblies required for filling. The pressure testing section will include standards for the tests and will be detailed by valve-to-valve segments to include necessary gauge readings, elevation deltas, pressure loss calculations and procedural information. Flushing will occur following the acceptance of the pipeline and pressure testing. The plan will detail designated flushing discharge locations, velocity, estimated volume, and duration of each flush.



**SYSTEM FLUSHING OPERATION**

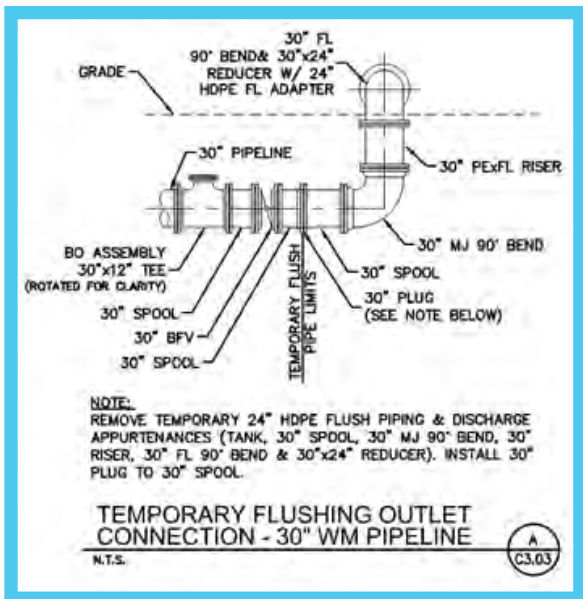
Similar to Phase 3B and 3A where Garney coordinated work with the Carlton Plant, Garney will work hand in hand with the Authority to coordinate the timing and volume of flushing water to most efficiently utilize and conserve your potable water resources.

Temporary flushing piping, energy dissipation tanks and erosion control measures will be detailed in schematics and installed to effectively manage the discharge water. In coordination with our trusted subcontractor, Chlor-Serv, Garney was able to effectively disinfect, sample and clear the entire Phase 3B pipeline in one attempt. We'd intend to repeat that same process for the Authority's pipelines moving forward after such a great success. Our disinfection section of the plan will include sample point locations, chlorine calculations and disinfection method.

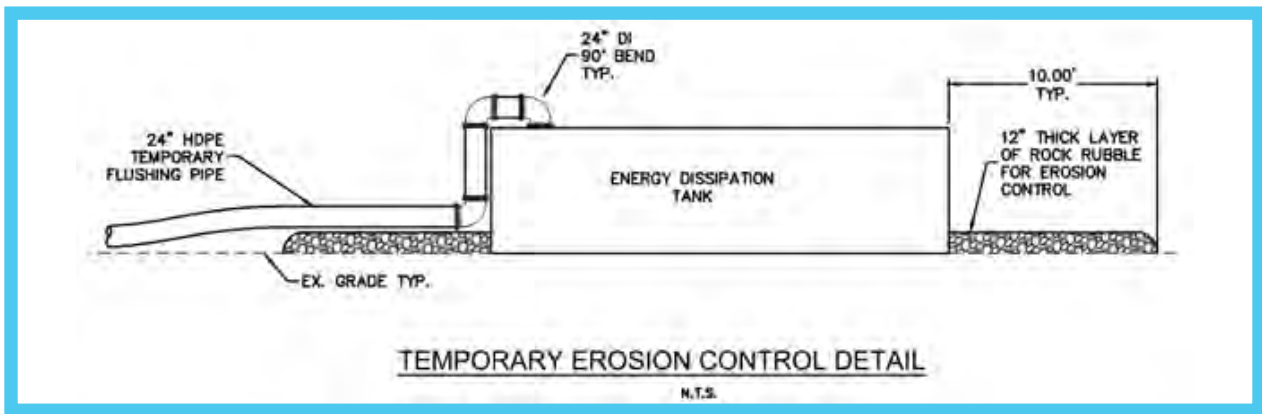
**TESTING AND DISINFECTION OF PUMP STATION**

Separate Startup and Testing Plans will be required for the major pieces of equipment in the pump station including the pumps, electrical system, generator, instrumentation, SCADA/telemetry system and controls, and automated valves. Testing and startup will only occur after each manufacturer's representative completes system testing and provides a Certificate of Proper Installation.

Once proper operation of each individual piece of equipment is verified, we will startup and test the system as a whole. Working with the Authority and Sarasota County, we will tune system setpoints, verify proper communications between Authority and County systems and perform a series of startup tests to ensure that the design intent is being met. At that point we will be ready to submit certifications to the permitting agencies.



**STANDARD FLUSHING DETAILS**



### OPERATION AND MAINTENANCE (O&M) TRAINING

We will develop Training Plans and provide personalized training to Authority Operations staff not only on all pump station equipment but also on pipeline components such as combination air valves, blowoffs and meter assemblies. Training will expand beyond individual pieces of equipment to the constructed pipeline/pump station system as a whole to convey the overall design and operations intent. All training will be directly tied to Operation and Maintenance Manuals and will be recorded for later reference by current and future staff.

### PROJECT CLOSEOUT AND TURNOVER SERVICES

The Garney Team understands that our responsibilities do not end when we commission the project and turn the completed system over to the Authority. After the project is completed, the team will consolidate and maintain all relevant project documents, such as submittal and testing documentation, within a shared portal, for the Authority's use to facilitate a seamless project turnover upon completion. Punch lists will be developed in the field as segments of work are completed and cleared, completion of these being coordinated with the Authority's staff. The shared portal will also contain all required O&M documentation for equipment installed as well as training records for on-site start up and commissioning O&M staff training by our vendor representatives.

Following project completion, we will regularly meet with the Authority to discuss how the system is performing and provide assistance with fine-tuning operations and troubleshooting where necessary. **Loc Truong, PE**, our Pump Station Design Lead, is a licensed Florida Water Treatment Plant Operator and routinely assists Owners with operational adjustments after projects are completed and placed into service.

## SUCCESSFUL POST CONSTRUCTION PERFORMANCE REVIEW

### RIVER OAKS DIVERSION PROJECT (DESIGN-BUILD) // HILLSBOROUGH COUNTY, FL

As part of startup services for the 24 MGD pump station, Garney and Ardurra were heavily involved in the adjustment of the system controls and setpoints, and well as PLC programming, to ensure that the pump station operated as intended. After startup, and after monitoring system operations over several weeks, Garney and Ardurra's team members returned to the site to fine-tune setpoints and assist the County with optimizing system operation. ***This project was awarded the DBIA Florida Region Design-Build Project of the Year – Water/Wastewater in 2021.***





**SECTION 05**

**PRICE PROPOSAL - SUBJECT TO FURTHER NEGOTIATION**



# PRICE PROPOSAL

Per the RFP requirements, Garney has provided a lump sum price based on proposed staff for the projects, current staff pay rates, benefits, and equipment which is defined as: one (1) Excavator (CAT 330 equivalent or greater capacity), one (1) Dozer (CAT D6 equivalent or greater capacity), and one (1) Loader (CAT 950 equivalent or greater capacity). The total lump sum price is based upon a typical pipelaying crew defined as: one (1) project manager, one (1) superintendent, one (1) foreman, three (3) equipment operators, and four (4) pipelayer/fitter laborers for a one (1) month period, with 5 working days a week (20 working days total for the month), and forty (40) hour work weeks. **The lump sum price per month is: \$182,716.00.**

**SECTION 06**

**FINANCIAL CAPABILITY AND LEGAL**



**ATTACHMENT C**

**CLAIMS, LIENS, LITIGATION HISTORY**

1. Within the past 5 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes  No

If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: \$4,923,610.36 Name (s) of the attorneys representing all parties:

Joe Lawrence & Mike Strong - Garney // Sarah Davis - Miami Dade County

Amount actually recovered, if any: \$2,000,000

Name(s) of the project owner(s)/manager(s) to include address and phone number:

Alexis Valdes, Construction Manager – 3071 SW 38th Ave, Miami, FL 33146 - 786-552-4364

2. List all pending litigation and or arbitration. Please see the attached sheet following this one.

3. List and explain all litigation and arbitration within the past five (5) years - pending, resolved, dismissed, etc. Please see the attached sheet following this one.

4. Within the past 5 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

As of 6/10/20, there have been no liens.

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job? Yes  No  If yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes  No  If no, please explain why?

N/A

7. List the status of all pending claims currently filed against your company:

There are no pending claims currently filed against Garney.

**Liquidated Damages**

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes  No  If yes, please explain in detail:

**(Use additional or supplemental pages as needed)**

**ATTACHMENT C – CLAIMS, LIENS, AND LITIGATION HISTORY, CONT'D**

Within the normal course of business, Garney Companies, Inc. (Garney) is periodically subject as a party to a lawsuit or participates in dispute resolution. Most actions are not brought forth by Garney and are amicably settled before reaching a level of legal action. While Garney is occasionally engaged in claims and disputes involving subcontractors, suppliers, and the engineering and construction professions, it rarely results in litigation. At present, only one of these cases is against an Owner (see additional information regarding this case as follows). Most actions are dismissed without contribution from Garney or result in no finding of liability of our company. No actions are currently pending that will materially impact our financial standing or our ability to perform on a project of any size. At no time has Garney ever been assessed liquidated damages or been debarred from bidding.

**Addressing question one in Attachment C** – In 2021, Garney filed a complaint against Miami Dade County, Florida, on the 48” Diameter Water Transmission Main for “Area N” seeking >\$30,000 resulting from the County breaching the contract by, without limitation, actively interfering in providing direction and contract interpretations that were improper and not in accordance with the contract. This case was settled in February of 2022 by mediation.



**ATTACHMENT D**

**AFFIDAVIT OF SOLVENCY**

PERTAINING TO THE SOLVENCY OF Garney Companies, Inc. (Consultant), being of lawful age and being duly sworn I, Jason A. Seubert (Affiant), as Vice President/COO - Eastern Pipe(Title) (ex: CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this 24 day of June, 20 22.

[Signature]  
Signature of Affiant

STATE OF Florida  
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 24<sup>th</sup> day of June, 2022, by Affiant. who is personally known to me or has produced \_\_\_\_\_ as identification.

Cory Pickeral  
Notary Public  
Cory Pickeral  
Name typed, printed or stamped



My Commission Expires: 7/4/2023

**FINANCIALS**

Having been in business since 1961, Garney has built a solid financial foundation that is rare in this industry. Our banking and bonding relationships are solid. These relationships allow Garney to be a single source contractor for our clients on water and wastewater projects of any size.

In compliance with Florida Statute, all of the information provided in this proposal is public record. Confidential information (including balance sheets) are included in a separate PDF, marked confidential. There is no proprietary information within this proposal; therefore, no redacted copy is provided.



June 13, 2022

To Whom It May Concern:

This letter certifies that Ardurra Group, Inc. complies with the General Provisions described in 2 CFR Part 200, Uniform Guidance. Ardurra utilizes a job cost system properly organized to classify direct and indirect costs, applies cost principles consistent with G.A.A.P. and complies with audit requirements as described.

Ardurra also complies with Department of Labor regulations as described in Appendix II to Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. In accordance with statutes, Ardurra applies the minimum wage provisions of the Davis-Bacon Act through payment of weekly wages at a rate not less than the prevailing wages specified in a wage determination. This standard is enforced when required by Federal program legislation, as described in 29 CFR Parts 1, 3 and 5.

If you require further information, you may reach me at [ccahill@ardurra.com](mailto:ccahill@ardurra.com)

Sincerely,

Catherine Cahill  
Chief Financial Officer  
Ardurra Group, Inc.



June 23, 2022

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

Re: Garney Companies, Inc.  
Request for Statements of Qualifications – Progressive Design-Build Services for the Regional  
Integrated Loop Phase 2B and Phase 3C Pipelines  
Estimated Contract Value: \$75 million

To Whom It May Concern:

In connection with the requirements of your request for qualifications, you have requested information concerning Garney Companies, Inc.'s bond program, we are pleased to respond in that regard.

Bonds have been written on a co-surety basis by The Continental Insurance Company, a member of the CNA Group of Insurance Companies, and Liberty Mutual Insurance Company, a member of the Liberty Mutual Insurance Companies, since 2006. A.M. Best currently rates The Continental Insurance Company "A", Class Size XV, and Liberty Mutual Insurance Company "A", Class Size XV. The Continental Insurance Company and Liberty Mutual Insurance Company are approved for federal projects as provided for in the current online edition of the Department of the Treasury – Circular 570 with underwriting limitations of \$718,675,000 and \$1,505,302,000 respectively. Both The Continental Insurance Company and Liberty Mutual Insurance Company are licensed to write bonds in all 50 states.

The largest project bonded by the sureties on behalf of Garney Companies, Inc., totaled \$700,000,000. The sureties have committed a \$2,000,000,000 aggregate cost to complete program. At present, approximately \$1,000,000,000 of this facility remains available for use.

Garney Companies, Inc. enjoys a national reputation as one of the premier contractors performing sewer and water line work, with particular expertise in large diameter installations, and constructing water and wastewater treatment facilities. The company's experience includes a broad range of alternative procurement methodologies. At no time during our history with the account have they been refused a bond nor have there been any bond claims. Garney Companies, Inc. remains an account in good standing.

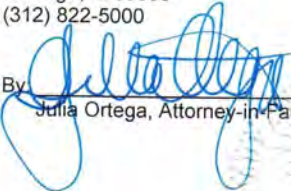
Should Garney Companies, Inc., be awarded this contract and requests that we provide the necessary Performance and/or Payment, we will be prepared to execute the bonds subject to our acceptable review of the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request.

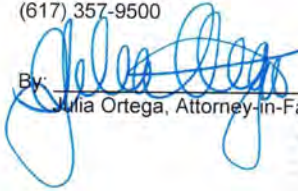
Our consideration of issuance of bonds is a matter solely between Garney Companies, Inc., and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

We trust that this information meets with your satisfaction. If there are further questions, please feel free to contact Brian Cooper, Managing Director, of Arthur J. Gallagher & Co., located at 595 Market Street, Suite 2100, San Francisco, CA 94105 - Telephone (415) 288-1620

The Continental Insurance Company  
151 N. Franklin Street  
Chicago, IL 60606  
(312) 822-5000

Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116  
(617) 357-9500

By:   
Julia Ortega, Attorney-in-Fact

By:   
Julia Ortega, Attorney-in-Fact

# NOTARY ACKNOWLEDGMENT

State of North Carolina }

County of Wake }

I, Vallette O. Rudisill, Notary Public, hereby certify that Julia Ortega, personally appeared before me this day and acknowledged the due execution of the foregoing instrument or conveyance. Witness my hand and official seal this 23<sup>rd</sup> day of June, in the year 2022.

  
Notary Public

Print Vallette O. Rudisill

My commission expires: 9/24/2025

(Seal)





POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

M Moody, K Zerounian, Susan Hecker, Janet C Rojo, Betty L Tolentino, Kevin Re, Brian F Cooper, Robert P Wrixon, Virginia L Black, Maureen O'Connell, Susan M Exline, Julia Ortega, Gillian Bhaskaran, Brittany Kavan, Thuyduong Le, Misty R Hemje, Individually

of Walnut Creek, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of July, 2021.

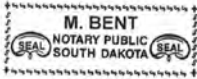


The Continental Insurance Company

Paul T. Bruflat
Vice President

State of South Dakota, County of Minnehaha, ss:

On this 15th day of July, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

M. Bent
Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 23rd day of June, 2022



The Continental Insurance Company

D. Johnson
Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

**Authorizing By-Laws and Resolutions**

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruffat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012.

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

# NOTARY ACKNOWLEDGMENT

State of North Carolina }

County of Wake }

I, Vallette O. Rudisill, Notary Public, hereby certify that Julia Ortega, personally appeared before me this day and acknowledged the due execution of the foregoing instrument or conveyance. Witness my hand and official seal this 23<sup>rd</sup> day of June, in the year 2022.

  
Notary Public

Print Vallette O. Rudisill

My commission expires: 9/24/2025

(Seal)







This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8206134 - 024125

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Betty L. Tolentino; Brittany Kavan; Gilliam Bhaskaran; Janet C. Rojo; Julia Ortega; K. Zerounian; Kevin Re; M. Moody; Maureen O'Connell; Misty R. Hemje; R. A Bass; Robert P. Wrixon; Susan Hecker; Susan M. Exline; Thuyduong Le; Virginia L. Black

all of the city of Walnut Creek state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of August, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 12th day of August, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of June, 2022.



By: Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Insurance | Risk Management | Consulting

Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. M 415.546.9300  
2121 N. California Blvd., Suite 350, Walnut Creek, CA 94596 F 415.536.8499  
CA Lic # 0726293  
United States

June 10, 2022

Garney Companies, Inc.  
1700 Swift Street  
Suite 200  
North Kansas City, MO 64116

RE: SOQ – Regional Integrated Loop Phase 2B and Phase 3C Pipelines

To Whom It May Concern:

Based upon its understanding of the Required Insurance set forth in Addendum 1 – Updates to Information Package, Insurance Provisions, all such coverages included, as Required Insurance is currently available in the insurance marketplace, or already presently addressed by the Proposer's corporate insurance program. As the Insurance Brokers for Garney Companies, Inc., we (Arthur J. Gallagher & Co. Insurance Brokers of California, Inc.) hereby certify that the Proposer will provide all Required Insurance set forth in this SOQ as outlined in Addendum 1 – Updates to Information Package in the event the Owner for final negotiations and execution of the Contract approves the Proposer.

Sincerely,

Aaron Cosgrove  
Client Service Supervisor  
Arthur J. Gallagher & Co.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/10/2022

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.

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.

Table with PRODUCER, CONTACT NAME, INSURER(S) AFFORDING COVERAGE, and NAIC # columns.

COVERAGES CERTIFICATE NUMBER: 1608892904 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.

Main table listing various insurance policies with columns for INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, and LIMITS.

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

Evidence of Insurance

CERTIFICATE HOLDER 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. Evidence of Insurance. AUTHORIZED REPRESENTATIVE [Signature]

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ACORD 25 (2016/03)

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**CERTIFICATE OF PROPERTY INSURANCE**

DATE (MM/DD/YYYY)  
9/30/2021

**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.**

<b>PRODUCER</b> Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 2121 N. California Blvd., Suite 350 Walnut Creek CA 94596		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 415-391-1500      FAX (A/C, No): 415-391-1882 E-MAIL ADDRESS: CertRequests@ajg.com PRODUCER CUSTOMER ID: GARNCOM-02															
License#: 0726293		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : XL Insurance America, Inc.</td> <td>24554</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 : XL Insurance America, Inc.	24554	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :																	
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INSURER F :																	
<b>INSURED</b> Garney Holding Company/Garney Companies, Inc./ Garney Construction/Garney Pacific, Inc./Garney Federal, Inc, 1700 Swift Street, Suite 200 North Kansas City MO 64116																	

**COVERAGES**                                      **CERTIFICATE NUMBER: 1454043210**                                      **REVISION NUMBER:**

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

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	<input checked="" type="checkbox"/> PROPERTY					
	CAUSES OF LOSS				BUILDING	\$
					PERSONAL PROPERTY	\$
	<input type="checkbox"/> BASIC				BUSINESS INCOME	\$
	<input type="checkbox"/> BROAD				EXTRA EXPENSE	\$
	<input 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"/> INLAND MARINE	TYPE OF POLICY			<input checked="" type="checkbox"/> Builder's Risk	\$ See Below
	CAUSES OF LOSS	Builder's Risk			<input checked="" type="checkbox"/> Earthquake	\$
	<input type="checkbox"/> NAMED PERILS	POLICY NUMBER			<input checked="" type="checkbox"/> Flood	\$
A	<input checked="" type="checkbox"/> Special Form	US00101356CA21A	10/1/2021	10/1/2022	<input checked="" type="checkbox"/> Named Windstorm	\$
	<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)  
 \$ 2,500,000 Transit – any one conveyance  
 \$ 2,500,000 Temporary Offsite Locations – any one location  
 \$ 1,000,000 Trees, Shrubs, & Landscaping; Max. \$2,500 any one item  
 \$ 2,500,000 Professional Fees  
 See Attached...

<b>CERTIFICATE HOLDER</b>  SAMPLE ONLY	<b>CANCELLATION</b> 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 
--	--

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AGENCY CUSTOMER ID: GARNCOM-02

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc.		<b>NAMED INSURED</b> Garney Holding Company/Garney Companies, Inc./ Garney Construction/Garney Pacific, Inc./Garney Federal, Inc, 1700 Swift Street, Suite 200 North Kansas City MO 64116	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 24 **FORM TITLE:** CERTIFICATE OF PROPERTY INSURANCE

**SPECIAL CONDITIONS:**

\$5,000,000 or twenty-five (25%) of the direct physical loss of or damage to "Insured Property", whichever is less, in respect of DEBRIS REMOVAL AND COST OF CLEANUP  
 \$5,000,000 in respect of DEMOLITION AND INCREASED COST OF CONSTRUCTION;  
 \$2,500,000 or twenty (20%) of the direct physical loss or or damage to "Insured Property", whichever is less, in respect of EXPEDITING EXPENSES  
 \$250,000 in respect of FIRE DEPARTMENT CHARGES AND EXTINGUISHING EXPENSES  
 \$100,000 in respect of LOSS ADJUSTMENT EXPENSES  
 \$250,000 per "Occurrence" and in the aggregate in respect of POLLUTION, CONTAMINATION, AND/OR HAZARDOUS MATERIAL CLEANUP  
 \$250,000 in respect of PROTECTION OF PROPERTY  
 \$250,000 in respect of "Valuable Papers and Records"  
 \$25,000 Reward Payments  
 \$100,000 Crisis Management (30 day max)  
 \$100,000 Construction Trailers  
 \$250,000 "Microorganisms"  
 \$2,500,000 "Contractor's Extra Expense"  
 Included "Water Damage" including erosion of grade or planted finish  
 Included Permission to Occupy/Operate  
 SAMPLE ONLY

Owner listed as Additionally Insured as requirement by contract.

**D. DISCLOSURE OF PREVIOUS OR CURRENT REPRESENTATIONS**

The following are disclosures of **Garney's** current and previous representation, in any way, for Charlotte, DeSoto, Manatee, and Sarasota Counties and the City of North Port.

**Previous:**

**Manatee County:** Manatee County North to Southeast Regional Water Treatment Plant Pipeline (General Contractor); Manatee County Lake Manatee Water Treatment Plant - Sludge Dewatering Improvements (General Contractor); Manatee County State Road 64 Water Main - Morgan Johnson (General Contractor); Manatee County Master Lift Station #39A (General Contractor); and Manatee County 30" Butterfly Valve Replacement (General Contractor)

**Sarasota County:** Sarasota County South Gate Master Pump Station (General Contractor); and Sarasota County Bee Ridge Water Reclamation Facility Expansion (General Contractor)

**North Port:** North Port Southwest Water Reclamation Facility CMAR Project (Construction Manager at Risk); North Port Wastewater Treatment Plant Upgrades & Expansion Project (General Contractor); and North Port Myakkahatchee Creek WTP Transfer Pumps Upgrade (General Contractor)

**Currently Active:**

**North Port:** West Villages Southwest WTP CMAR Project (Construction Manager at Risk)

**Sarasota County:** Sarasota County Bee Ridge Water Reclamation Facility Expansion & Conversion to Advanced Water Treatment CMAR Project (Construction Manager at Risk)

The following are disclosures of **Ardurra's** current and previous representation, in any way, for Charlotte, DeSoto, Manatee, and Sarasota Counties and the City of North Port.

**Previous:**

**Manatee County:** Manatee County Pelletizer Facility Design-Build Project- (Engineer of Record); Manatee County Fleet Maintenance Facility Design-Build Project (Civil Engineering); and Safe Routes to Schools Program Sidewalk Improvements.

**Sarasota County:** Miscellaneous Utilities Library and Parks and Facilities Library contracts. Assignment included: Blind Pass Septic System; Longwood Park Miracle League Field; and Capital Projects DRC Assistance for the South Gate Master Pump Station and Central County WRF. Also providing ecological and stormwater restoration for Alligator Creek Stormwater Improvements and Hudson Bayou Restoration projects.

**Charlotte County:** Charlotte County Bio-Recycling Facility Truck Waste Station (subconsultant)

**North Port:** North Port Library Parking Expansion and Drainage Project

**Currently Active:**

**Sarasota County:** Transmission Main and Pump Station #3 Improvements (stand alone contract); North Jetty Park Improvements; Nokomis Force Main Phase 2 Project; and Siesta Key Lift Station Rehabilitation (expired Miscellaneous Utilities Library and Parks and Facilities Library contracts)

**Charlotte County:** Active Utilities Miscellaneous Services Contract with one assignment: Rotonda Water Reclamation Facility Headworks Improvements

**North Port:** Active Water and Wastewater Facilities Miscellaneous Services Contract. No assignments to-date.

**E. DISCLOSURE OF ANY CURRENT LITIGATION**

Garney is not a party to or directly or indirectly involved in any current litigation against the Authority or any of the Customers

**F. SUMMARY AND DISPOSITION OF ANY INDIVIDUAL CASES OF LITIGATION, JUDGMENTS, AND/OR LEGAL ACTIONS**

Within the last five (5) years, there have been no cases of litigation, judgments and/or legal actions entered against Garney or sub-contractors for breach of contract for work performed for any local, state, federal, public or private entity, by any state or federal court.

**G. DISCLOSE IF THE CONSULTANT IS INVOLVED IN AN ONGOING BANKRUPTCY**

Garney is not involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding. No trustee or receiver has been appointed over all or a substantial portion of the property of Garney under federal bankruptcy law or any state insolvency law.

**SECTION 07**

**ADDITIONAL REQUIRED FORMS**





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

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

1) This sworn statement is submitted to PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY by Jason A. Seubert // Vice President/COO - Eastern Pipe  
(Print individual's name and title)

for Garney Companies, Inc.  
(Print name of entity submitting sworn statement)

whose business address is 1700 Swift Street, Suite 200, North Kansas City, MO 64116

and (if applicable) its Federal Employer Identification Number (FEIN) is 44-0658613  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_).

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

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

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

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

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



06/24/2022

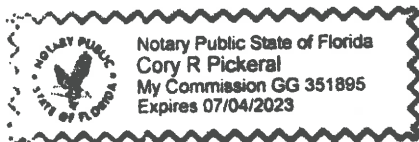
(Signature)

(Date)

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 24<sup>th</sup> day of June, 2022 by Jason Seubert as Vice President of Ganney Companies, a Corporation company organized under the laws of the State of Missouri, on behalf of the company, who is personally known to me or has produced \_\_\_\_\_ as identification.



Cory Pickeral  
Notary Public

Cory Pickeral  
Name typed, printed or stamped

My Commission Expires: 7/4/2023

**Contract Holder E-Verify Registration and Affidavit**

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

**Affidavit**

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

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

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

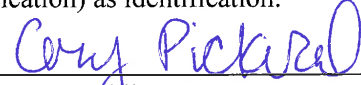
 06/24/2022  
Signature Date

Jason A. Seubert // Vice President/COO - Eastern Pipe  
Print Name

STATE OF Florida

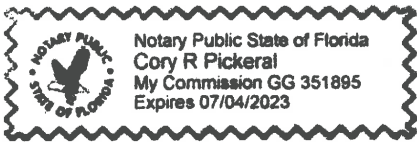
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 24 day of June, 2022 by Jason A. Seubert, Vice President/COO - Eastern Pipe (name of officer or agent, title of officer or agent) of Garney Companies, Inc. (name of Consultant company acknowledging), a Missouri (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

  
Notary Public

Cory Pickeral  
Name typed, printed or stamped

My Commission Expires: 7/4/2023





Company ID Number:667047

Client Company ID Number:1615266

<b>Information Required for the E-Verify Program</b>	
<b>Information relating to your Company:</b>	
Company Name	Garney Holding Company
Company Facility Address	1700 Swift Street North Kansas City, MO 64116
Company Alternate Address	1700 Swift Street North Kansas City, MO 64116
County or Parish	Clay
Employer Identification Number	43-0990829
North American Industry Classification Systems Code	Heavy And Civil Engineering Construction (237)
Parent Company	
Number of Employees	1,000 to 2,499
Number of Sites Verified for	18







PEACE RIVER MANASOTA REGIONAL  
WATER SUPPLY AUTHORITY

STATEMENT OF QUALIFICATION

JUNE 24, 2022

# REGIONAL INTEGRATED LOOP PHASE 2B AND PHASE 3C PIPELINE PROJECTS



## ADDRESS

**QUALITY ENTERPRISES USA, INC.**  
3494 Shearwater St.  
Naples, FL 34117

## CONTACT

Phone **239.435.7200**  
Fax **239.435.7202**  
lgaudio@qeusa.com



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- 1** Letter of Transmittal & Delegation of Authority
- 2** Staff Qualifications
- 3** Similar Experience
- 4** Project Approach
- 5** Price Proposal
- 6** Financial Capability & Legal



# 1 | LETTER OF TRANSMITTAL





June 24, 2022

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



Attn: Mike Coates, Executive Director

Re: **REQUEST FOR STATEMENTS OF QUALIFICATIONS  
PROGRESSIVE DESIGN-BUILD SERVICES  
REGIONAL INTEGRATED LOOP PHASE 2B AND PHASE 3C PIPELINES**

Mr. Coates and Committee Members:

**Quality Enterprises USA, Inc. (QE)**, in association with **Q. GradyMinor & Associates, P.A. (GradyMinor)** is pleased to submit this response to your REQUEST FOR STATEMENTS OF QUALIFICATIONS for the PROGRESSIVE DESIGN-BUILD SERVICES of the REGIONAL INTEGRATED LOOP PHASE 2B AND PHASE 3C PIPELINES.

The QE/GradyMinor team has received, reviewed, and understand the requirements of this request for Statement of Qualifications and agree to be bound by these requirements, including all addenda, and compliance with provisions as detailed in 2 C.F.R. Part 200 (Uniform Guidance), including the required contract clauses detailed in 2 C.F.R. Part 200, Appendix II and Federal Labor Standards Provisions (Davis-Bacon and Related Acts 29 C.F.R Parts1, 3 and 5). Legal evidence of the authority to execute and sign this proposal is included at the end of Section.

Quality Enterprises USA, Inc. is a legal entity in the State of Florida. As Vice President and a principal in the firm, I will act as your primary point-of-contact. Howard J Murrell, President and Owner of QE will be a supplemental point of contact.

QE was established in 1969 and is proud of its growth and reputation it has established over the last 53 years. With 245 employees, QE is an industry leader in SW Florida as a Heavy Civil Contractor specializing in the self-performance of Utilities, Horizontal Directional Drilling, Roadway and Bridge Construction, Aviation projects, asphalt and concrete placement. In addition, QE operates several mining operations and has become a leading producer of aggregates, as well as owning 10 mobile concrete mixers to become a crucial supplier of concrete, flowable fill and grout during times of scarce supply.

Over the last 53 years, QE has never failed on a project, never been assessed Liquidated Damages and has always found a way to complete very complex projects. We are proud of the diversity we have in working for government agencies from local municipalities to Federal Agencies such as US Army Corps of Engineers and NAVFAC. Throughout our history, QE has been involved in many large complex projects. The following highlighted projects are just a few to be able to provide you with a glimpse into our history:

- US Army Corp of Engineers – Post Hurricane IDIQ, Coast County’s, Mississippi – This \$40M project was conducted to reconstruct canals and waterways, as well as beach renourishment projects, due to damage caused by Hurricane Katrina. All work was self-performed by QE.
- US Army Corp of Engineers – Flood Walls and Levees, New Orleans – QE Completed over \$30M to construct new concrete flood walls and levees to meet the mandate established by the US Government to protect the New Orleans region from 100-year floods. The projects involved utility

work, pile driving, installation of steel sheeting, earthwork and construction of concrete walls. All work was self-performed by QE.

- Reconstruction of Collier Blvd, Marco Island – This \$35M project involved the complete reconstruction of Collier Blvd for the City of Marco Island. QE self-performed all utility, roadway, sidewalk and curb construction. QE installed over 13 miles of watermain, force main, reclaim and gravity sewer piping, ranging in sizes up to 30”, as well as storm piping up to 60”.

In the mid 1990’s, QE performed its first Design Build project for the Naples Airport Authority in Naples, Florida to construct a new runway. Since then, QE has completed over \$100M in Design Build projects in the SW Florida area ranging from Aviation projects to FDOT roadway projects to large utility and roadway projects for Collier County. We currently have approximately \$35M in Design Build projects which are schedule to be completed by Spring 2023.

QE’s business philosophy is to build Quality infrastructure and to provide Quality lives to our families, customers and community. This is accomplished by having a large resource pool of in house experienced staff, an extensive equipment fleet, and state of the art technology. With over 50 years of experience, we have earned the loyalty of our vendors and customers providing us a unique advantage over our competition in the current supply chain delay.

The QE/GradyMinor Team’s interest in the Regional Integrated Loop Phase 2B and Phase 3C Pipeline projects revolves around our desire to provide efficient and economical service to municipalities throughout SW Florida, especially on design build projects where our speed, flexibility, and knowledge thrives. Having successfully completed several large local design build utility projects over the last 5 years as a team, we are huge proponents of alternative delivery methods and have thoroughly enjoyed being a part of these projects. Compared to traditional design, bid, build project; the design-build method removes the “red tape” that typically surrounds traditional projects and creates a team environment where everyone is focused on the end goal: **to successfully and efficiently complete projects that will provide functional and enduring improvements benefitting the users for many decades to come.** The design-build collaborative environment, where changes to benefit the project are made quickly and holistically with the project team, is where the QE/GradyMinor Team flourishes as we are a Team made up of firms that do not have a layered approval process. Like on our recent previous design-build projects, at every meeting the professionals who are authorized to make contractual decisions will be sitting at the table with the Peace River Water Authority. There will be no approval delays caused by the need to talk to corporate executives that have zero involvement with the project. Additionally, the QE/GradyMinor Team is a local SW Florida team that takes great pride in SW Florida as this is where we live and play. Our employees canoe on the Peace River; “staycation” on Manesota and Siesta Keys; participate in tournaments at Bermont Shooting Club; fish Gasparilla Sound/Charlotte Harbor; comb Venice Beach for shark’s teeth; and camp at Myakka State Park. If we are fortunate enough to be selected for one of the Regional Integrated Loop Phase 2B and Phase 3C Pipeline projects, the funds paid to the QE/GradyMinor Team will go back into the local economy.

Sincerely yours,



Louis J. Gaudio  
Vice President  
(239) 207-0660  
LGAUDIO@QEUSA.COM  
3494 Shearwater Street, Naples, FL 34117



## 2 | PROGRESSIVE DESIGN-BUILD TEAM & STAFF QUALIFICATIONS





## 2a | Progressive Design-Build Team Contact Information

The following chart comprises the Progressive Design-Build team of **Quality Enterprises USA, Inc.**, **Q. GradyMinor & Associates, P.A.**, **RKS Consulting Engineers**, **Passarella & Associates**, **Crom Corp**, and **Cella Molnar**. The primary point-of-contact and their contact information has been provided for each entity.

ENTITY NAME	PRIMARY POINT OF CONTACT	OFFICE LOCATION	PHONE NUMBER	EMAIL
Quality Enterprises USA, Inc.	Louis J. Gaudio	Naples, FL	(239) 207-0660	lgaudio@qeusa.com
Q. GradyMinor & Associates, P.A.	Justin Frederiksen, PE	Bonita Springs, FL	(239) 405-2046	jfrederiksen@gradyminor.com
RKS Consulting Engineers	Tracy Prokopetz, PE	Fort Myers, FL	(239) 340-3382	tracyp@rksengineers.com
Passarella & Associates	Shane Johnson, PE	Fort Myers, FL	(239) 297-5923	shanej@passarella.net
Crom Corp	Alex Ciasca	Gainesville, FL	(352) 372-3436	aciasca@cromcorp.com
Cella Molnar	Kris Cella	Fort Myers, FL	(239) 337-1071	kcella@cell.cc

**All Listed Entities are fully certified to do business in the State of Florida.**  
Copies of Licenses have been attached.





## QUALITY ENTERPRISES USA, INC.

Quality Enterprises USA, Inc. (QE) is a **leading construction firm** based in Southwest Florida that focuses on major civil, building, and specialized construction in both the private and public sectors. Celebrating 50 years of service, QE prides itself on completing projects **on time, within budget**, and at **high levels of quality**.

Backed by **experienced personnel of over 250 employees** and a **modern fleet of 300+ heavy equipment**, QE is prepared to complete a wide range of multidisciplinary construction projects including:

-   
**Aviation**
-   
**Roads + Bridges**
-   
**Heavy Highway**
-   
**Underground Utilities**
-   
**Water Treatment & Storage**
-   
**Many other types of specialized construction**

Ranging from small local projects to larger, more complex Design-Builds to improve critical infrastructure, QE approaches every project as an **opportunity for growth**.

With ample manpower, equipment, office resources and the experience to back it up, the Authority can be assured that **QE is the right choice for this job**.

*The following graphs demonstrate QE's growth from 2016 – Present:*





## Q. GRADYMINOR & ASSOCIATES, P.A.

Established in 1981, Q. GradyMinor and Associates, P.A. (GradyMinor) has provided expert Civil consulting services to a wide array of Public and Private clients throughout Southwest Florida. Throughout the years, GradyMinor has had the opportunity to thrive on a strong technical and business foundation, enabling the firm to develop a reputation for outstanding customer service while emerging as one of the industry leaders in Civil Engineering and Land Development in Southwest Florida.

**GradyMinor is fully licensed and insured** and has successfully completed projects of varying size and scope. GM's scope includes small utility relocation projects to complete water, wastewater, and stormwater collection, transmission, distribution, storage, pumping, and treatment systems, and small site improvements to large hundreds of acre site developments.

GradyMinor employs a **professional staff of over 70 personnel**. Staff is spread over 2 offices located in Bonita Springs, Florida (corporate headquarters) and Fort Myers, Florida.

## COMPANY OVERVIEW AND LOCATION

Passarella & Associates, Inc. is a full-service ecological and environmental consulting firm, founded in 1996 to assist clients in achieving a sustainable balance between development and our environmental resources. We offer environmental expertise based on the application of science and sound ecological principles to oversee both small and large-scale projects from inception to completion. Clients depend on our experience and understanding of the permitting process to navigate federal, state, and local environmental regulations.

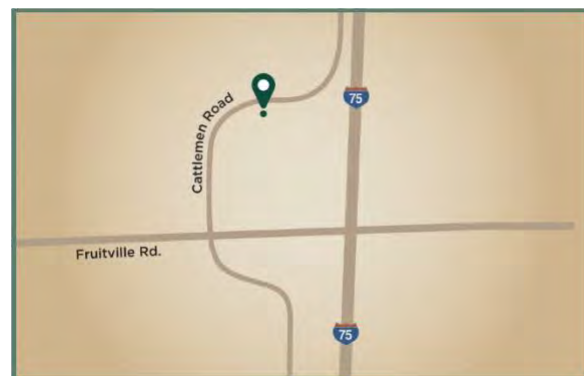
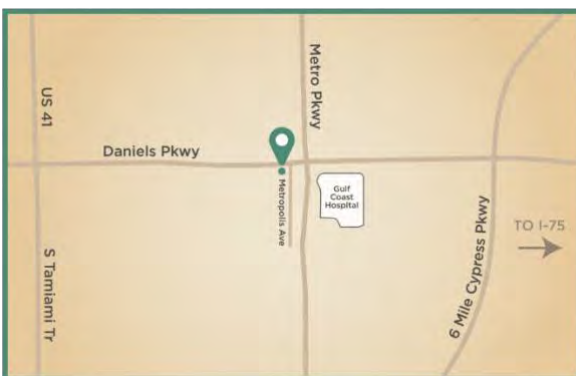
Passarella & Associates, Inc. consists of a team of experienced ecologists, biologists, environmental professionals, AutoCAD and GIS technicians, and support staff members, with the knowledge and experience to assist clients through environmental regulations, no matter the complexity of the project. The senior staff at Passarella & Associates have over 150 years combined experience; serving both the public and private sectors. With offices in Florida and South Carolina we are able to provide service to clients throughout the southeast.

We provide all-inclusive services, allowing our clients to tailor services to meet their project needs. Many clients choose to take full advantage of our expertise and extensive field work experience, enlisting us to oversee all environmental aspects of a project – guiding it through initial planning, permit submittals, agency negotiations, permit issuance and construction implementation, as well as permit compliance and follow-up monitoring.

Our GIS department is exceptionally qualified and experienced in using geological survey maps, raster data in aerial imagery, and environmental and wildlife spatial data. We utilize the latest technology and resources, including a comprehensive GIS database, to ensure the accuracy and quality of data.

Passarella & Associates excels in the team approach to projects. By doing such, we are able to participate in an interdisciplinary group of experts that brings the strongest team to the table for our clients. We understand the importance of communication and flow of information between project members and that these are critical in developing a successful project. Our work philosophy allows us to be flexible with scheduling to meet project deadlines and at the same time provide the highest quality of service for our client.

Passarella & Associates' offices in Florida are located in Fort Myers at 13620 Metropolis Avenue, Suite 200, Fort Myers, Florida 33912 and in Sarasota at 401 North Cattlemen Road, Suite 102, Sarasota, Florida 34232.



## FIRM EXPERIENCE

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The staff at Passarella & Associates has provided environmental services for a multitude of projects in the southeast. Our reputation for environmental expertise is based on our skillful application of science and sound ecological principles as well as a thorough understanding of agency permitting requirements and regulations.

The following is a list of representative services offered by Passarella & Associates:











- Habitat and vegetation mapping
- Wetland jurisdictional determinations/delineations
- Listed species surveys
- Property assessments
- Environmental impact assessments/Environmental assessments
- Environmental permitting
- Agency negotiations
- Environmental project management
- Fish and macroinvertebrate monitoring
- Water level monitoring
- Habitat restoration plans
- Listed species management plans and relocation
- Wetland mitigation design, permitting and monitoring
- Wetland mitigation banking
- Construction observations

Our scope of professional services is all-inclusive, allowing clients to tailor services to meet their project needs. Many clients choose to take full advantage of our expertise and extensive field work experience, enlisting us to oversee all environmental aspects of a project – guiding it through initial planning, permit submittals, agency negotiations, permit issuance and construction implementation, as well as permit compliance and follow-up monitoring.

## CERTIFICATIONS

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The Passarella & Associates team of Ecologists includes Wetland Ecologists, Wildlife Biologists, Herpetologist, and Botanists.

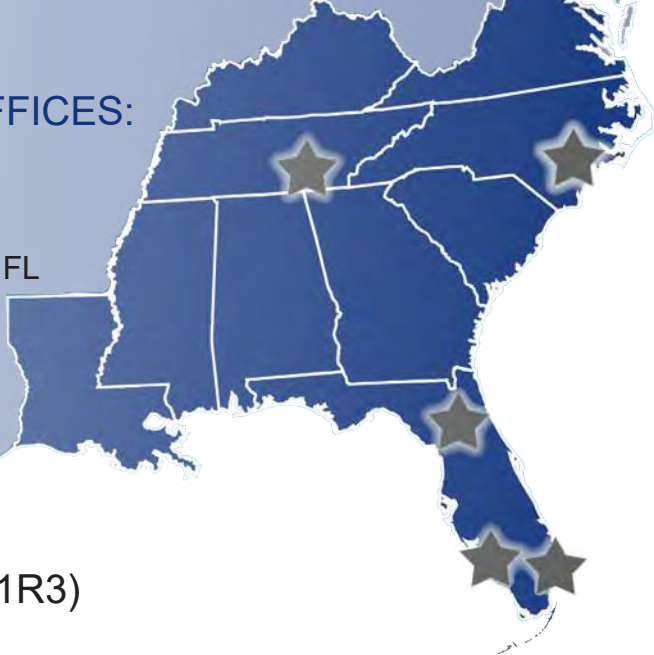
-  Certified Senior Ecologists by the Ecological Society of America
-  Certified Professional Wetland Scientists by the Society of Wetland Scientists
-  U.S. Army Corps of Engineers Certified Wetland Delineators
-  Florida Fish and Wildlife Conservation Commission Authorized Gopher Tortoise Agents
-  Florida Fish and Wildlife Conservation Commission Authorized Burrowing Owl Agents
-  Former Vice Presidents and Presidents of the Florida Association of Environmental Professionals; Ecologists are current members
-  A Certified Prescribed Burn Manager by the Florida Division of Forestry
-  A Certificate holder in Natural Areas Management
-  SCUBA/PADI certified divers
-  Former President of the Calusa Herpetological Society





**SATELLITE OFFICES:**

- Chattanooga, TN
- Raleigh, NC
- Ft. Myers, FL
- West Palm Beach, FL



**PRE- QUALIFICATION INFORMATION**

**COMPANY**

Company Name: CROM, LLC  
 Company Tax ID: 59-0702795  
 D & B Number: 00-583-9832 (Rating 1R3)  
 Corporate Address: 250 SW 36th Terrace  
 Gainesville, FL 32607  
 Primary Phone: 352.372.3436  
 Primary Fax: 352.372.6209  
 Primary Email Address: info@cromcorp.com  
 Website: www.cromcorp.com

Principal Officers	Title	Experience
Robert G. Oyenarte, PE	President/Chief Revenue Officer	22 years
Talmadge B. Mincey, PE	President/Chief Operations Officer	20 years
Jeffrey A. Pomeroy	Chief Financial Officer	7 years

Date Founded: December, 1953  
 State of Origin: Florida

**Business Overview:**

CROM's 68-years of experience, quality, and reliability in the design and construction of nearly 4400 prestressed concrete tanks with 7.5 billion gallons of liquid contained, has set the foundation for the expansion of services to include restoration of aging water and wastewater infrastructure. CROM specializes in wet/dry inspections, hydro-demolition, surface preparation, high performance coatings, shotcrete/concrete structural repairs, structural solutions, inflow and infiltration remediation, external post tensioning, safety modifications, retrofitting, and carbon-fiber reinforcing solutions as well as offering Continued Service Agreements for 24/7 restorative and emergency needs.

CROM's culture of performance is built on a foundation of core values that were established to ensure we make good things happen for our client. We achieve this goal with a commitment to safety, professional integrity, and quality construction. When feasible and economically viable, our talented, trained, and self-performing team is equipped to meet the most challenging infrastructure restoration needs.



**CELLAMOLNAR**  
 . . . . . & ASSOCIATES, INC

## CELLA MOLNAR & ASSOCIATES, INC.

Over the past 26 years, Cella Molnar & Associates, Inc. (CMA) has conducted over 350 successful public involvement and outreach programs for infrastructure projects on the west coast of Florida. CMA has offices in Fort Myers, Tampa, and Orlando with a total of **13 staff** including four public involvement project managers, four public involvement specialists, a webmaster, and a graphic designer. CMA is unique in the public information industry because of their **in-depth technical expertise** in planning, design, and construction of roadway, bridges, utilities, and drainage projects.

CMA provided public outreach for the City of Cape Coral's Utility Expansion project for the installation of new water, sewer, irrigation, and storm drainage. **The project encompassed five square miles, 8800 parcels, and 12 contract areas.** CMA has also provided public information services on the West Goodlette Phase 2 Design for Sewer and Stormwater for Collier County and the City of Naples. Collier County public outreach programs for utility projects included the Northeast Service Area Utility Extension Project, I-75 and CR 951 Utility Relocation Project, Logan Boulevard Force Main Project, and the Golden Gate City Transmission Water Main Project. CMA is providing public information for Charlotte Harbor Water Association's water line replacement for 1700 customers in their service area.

Their staff has established **excellent working relationships** with representatives in media and local government, planning and permitting agencies, and environmental groups. CMA's philosophy in working with the public and their clients is the same - **collaboration, communication, and open exchange cultivates a partnership with the public that greatly enhances the quality of their client's projects.**

## 2d | QE + GRADYMINOR AN ESTABLISHED PARTNERSHIP



### COLLABORATIVE. EFFECTIVE. EXPERIENCED.

QE and GradyMinor have worked together on **36 projects over the last 10 years** and as a result, have developed a **collaborative and effective Team** that is experienced and **capable of successfully completing complex utility improvement projects quickly and efficiently**. Knowing each other's tendencies and preferences results in streamlined projects with synergy that can only be achieved from years of working together on a multitude of projects.

The following is a list of a selection of projects QE and GradyMinor have worked together:

- **Design Build I-75 and Collier Blvd Utility Relocation Project** (detailed description below)
- **Design Build 24" FM - Immokalee Road/Logan Boulevard/Vanderbilt Beach Road** (detailed description below)
- **Design Build Pump Station Emergency Power Resiliency (\$10,000,000)**
  - Pump Station Emergency Power Resiliency improvements, including design, permitting, construction and installation of fourteen (14) automatic emergency back-up power systems (generators and pumps) at critical wastewater pump stations. Additionally, the project included electrical, SCADA, or Instrumentation & Control (I&C) design; structural design; geotechnical services, environmental services/permitting, utility locating, and public relation services. The Team included with Cella Molnar (Public Relations) and Earth View (Utility Locates and SUE).
- **Design Build Veterans Memorial Boulevard Phase 1 Extension (\$10,065,000)**
  - 1.5 mile extension of Veterans Memorial Boulevard extension (4-lane complete street) for a the new Collier county high school which included utility main extensions and stormwater improvements)



- **Design Build Transportation Investment Generating Economic Recovery (TIGER) Discretionary Grant IX Project (Immokalee Complete Streets) (\$22,869,280)**
  - Federally funded, complete street project, to provide pedestrian, lightning, stormwater, and utility improvements for over 20 miles of roadways within Immokalee.
- **Orchid Run Water Main Extension (\$228,000)**
  - Extension of a 12-inch water main from Golden Gate Parkway to Mercantile Avenue, west of the Orchid Run Apartment complex and under the South Florida Water Management District's (SFWMD) Golden Gate Canal.
- **Goodland Water Main Replacement (\$1,220,000)**
  - New water main was designed to replace a failing existing water main, including 3,300 LF of 12" HDPE installed via HDD and 1,000 LF 10" PVC installed via open cut water main to facilitate construction along Goodland Drive without affecting the mangroves, existing utilities, or vehicular access along Goodland Drive.







## DESIGN BUILD I-75 AND COLLIER BLVD UTILITY RELOCATION

QE and GradyMinor successfully completed the **I-75 and Collier Blvd Utility Relocation Design-Build Project** within the project's schedule and under the project's budget.

Collier County (County) Public Utilities selected the QE and GradyMinor Team to design, permit, construct, and provide public relations for utility improvements to **relocate the County's existing water mains** on Collier Boulevard prior to the Florida Department of Transportation (FDOT) beginning their Interstate-75 Interchange Improvements project. Collier County's existing water mains located within the Collier Boulevard median and under I-75; a **48-inch Pre-stressed Concrete Cylinder Pipe (PCCP)**, within the Collier Boulevard median and under I-75; a **20-inch DIP**; and a **36-inch PVC**.

For this project, QE and GradyMinor performed preliminary engineering, survey, design, permitting, construction administration, construction, and public relations to abandon the existing water mains on Collier Boulevard and installed over:

- 20,000 LF of water main piping (24 to 36-inches in diameter);
- 12,000 LF of which was 36" HDPE installed by HDD, including:
  - 5,000 LF of 36" HDDs under existing wetlands,
  - 600 LF of 36" HDD under the SFWMD's Henderson Canal,
  - 2,200 LF HDD under FDOT's I-75.
- 1,500 LF of Collier County-owned FOC (SCADA)
- 600 LF of 36" HDPE raw water main piping

### LOCATION

**Collier County, FL**

### CLIENT

**Collier County Public Utilities**

### ADDITIONAL TEAM

**Passarella & Associated**

*(Environmental)*

**Cella Molnar**

*(Public Relations)*

**Earth View** *(Utility Locates and SUE)*

This complex project had a **hard completion date**, dictated by the FDOT, which required the County's utilities within the limits of the FDOT's I75 and 951 \$80 million project be removed or relocated. In order to remove/relocate the County's major water transmission mains, which feed the southern portion of Collier County water distribution system, in conflict with the FDOT's project, QE and GradyMinor worked with Collier County to ascertain **28 permanent utility and temporary construction easements**, from 14 underlining property owners, and a consent agreement from FPL for approximately **10,000 LF of the 36" water main installed within FDOT's transmission power main easement**. Working within FPL's easement required strict limitations on the equipment height/reach to ensure the safety of the workers and to prevent devastating damage to FPL's main transmission feed to Southwest Florida. The project was broken into **9 segments that were phased** to account for necessary tie-ins, complexity, permitting timelines, easement acquisition timelines, seasonal water demands, and traffic, and to accommodate restrictions leveraged from by major property owners, for example, the Forest Glen Golf & Country Club's annual charity golf tournament and major redevelopment of several golf holes adjacent to the proposed water main work. The north end of the proposed 36" water main connected to the County's 36-inch finished water main within the South County Regional Water Treatment Plant (WTP), which requires a major shutdown. In order to prepare for the shutdown, several 36" gate valves were installed by

QE to facilitate the transferring of flows from the County's North County Regional WTP to supplement flows during the shut.



Per the County's design criteria manual (DCM) provided at the beginning of the project, **5,000 LF of water main was to be installed through wetlands by open cut**. At the beginning of the project, the QE, GradyMinor, and Passarella worked with the County and FDEP to allow the wetlands to be crossed via HDD, requiring the water main to be upsized to match inside diameter hydraulic requirements. This change was designed, permitted, and constructed at **no additional cost** to the County and allowed the work through the wetlands to be permitted quickly, facilitating the **completion of the project ahead of the FDOT's deadline**. Another beneficial change QE and GradyMinor presented to the County and gained approval to perform was the crossing of Davis Boulevard which per the DCM was to be performed by open cut. Davis Boulevard at CR951 is a major 6-lane arterial thoroughfare near the I75 off-ramp, the shutdown of which would greatly impact the region. QE and GradyMinor worked with Collier County to allow the use of the existing 48" PCCP pipe, which was planned to be removed, as a conduit for the proposed 24-inch PVC water main at this location. This no-cost change resulted in minimal inconvenience to the region.





## DESIGN BUILD 24" FM - IMMOKALEE RD/LOGAN BLVD/VANDERBILT BEACH RD

QE and GradyMinor successfully completed the **24" Force Main Design Build Project** within the project's schedule and under the project's budget.

Collier County (County) Public Utilities selected the QE and GradyMinor Team to design, permit, construct, and provide public relations for a **new 24-inch HDPE force main** along Immokalee Road then south along Logan Boulevard to Master Pump Station (MPS) 104 located on Vanderbilt Beach Drive, just east of Vanderbilt Beach Road.

For this project, QE and GradyMinor performed preliminary engineering, survey, design, permitting, construction administration, construction, and public relations to abandon the existing water mains on Collier Boulevard and **installed over 19,000 LF of 24" HDPE wastewater force main piping by open cut and Horizontal Directional Drilling (HDD)**, along with connection to existing piping at MPS 104.

Extensive coordination was required with the SFWMD to permit the subaqueous crossing under the SFWMD's Cocohatchee Canal in two location; **one by HDD (2,000 LF of 24" HDPE)** and a **second by open cut (100 LF of 24" HDPE)**, due to necessary tie ins and insufficient room to cross via HDD; and to receive a ROW permit for **approximately 5,200 LF of 24" HDPE within SFMWD's ROW**.

### LOCATION

**Collier County, FL**

### CLIENT

**Collier County Public Utilities**

### ADDITIONAL TEAM

**Passarella & Associated**

*(Environmental)*

**Cella Molnar**

*(Public Relations)*

**Earth View** *(Utility*

*Locates and SUE)*



This complex project was installed to **increase the capacity of the existing wastewater system** along Immokalee Road and to **convey wastewater flows in multiple directions** including:

- from the Heritage Bay MPS to MPS 104, MPS 103, or MPS 107
- from MPS 104 to the Heritage Bay MPW
- from the Heritage Bay MPS to the North County Water Reclamation Facility (NCWRF)
- from Immokalee Road to MPS 107 or MPS 103
- from the Orange Tree Service Area via the Heritage Bay MPS to either MPS 103, MPS 107 or MPS 104

During design, GradyMinor and QE worked with Collier County to improve and value engineer the necessary valves to accommodate the various pumping scenarios desired by the County. Detailed scenario diagrams were created by GradyMinor and presented to the County for approval. In the end, several expensive and difficult to operate valves were eliminated still achieving all the required pumping scenarios.

Delayed by the County's internal purchasing hurdles, the project's NTP was delayed, but the need to complete HDD crossing of the SFWMD's Canal before restoration began on an already in progress bridge project adjacent to the work zone, **QE and GradyMinor were able to design, permit, and begin the installation of the 24" HDPE crossing within 35 days of receiving a NTP for the project.**





# 2e | Organizational Chart

## DESIGN BUILD TEAM

### CONSTRUCTION TEAM



**LOUIS GAUDIO**  
Construction Project Manager

**ERIC BLAIR**  
Superintendent

**DEWEY NOBLE**  
Senior Estimator

**JOHN DANIEL**  
HDD Supervisor

**LUIS SANCHEZ**  
HDD Project Engineer

**MARGARITA NEGRON**  
Manager of Health & Safety

**ISA CARRERAS**  
Project Administrator

### ENGINEERING FIRM



**JUSTIN FREDERIKSEN, P.E.**  
Senior Design Project Manager

**ALLYSON HOLLAND, P.E.**  
Senior Design Project Manager

**ALEX DUNKO, P.E.**  
Design Project Engineer

**DONALD SAINTENOY**  
Survey Manager

**RICK FEATHERSTONE, G.C.**  
Construction Inspection Manager

## SUBCONTRACTORS

Geotechnical Engineering

Universal Engineering Sciences (UES)



Environmental Engineering

Passarella & Associates, Inc.



Public Information

Cella Molnar & Associates, Inc.



Electrical & Instrumentation

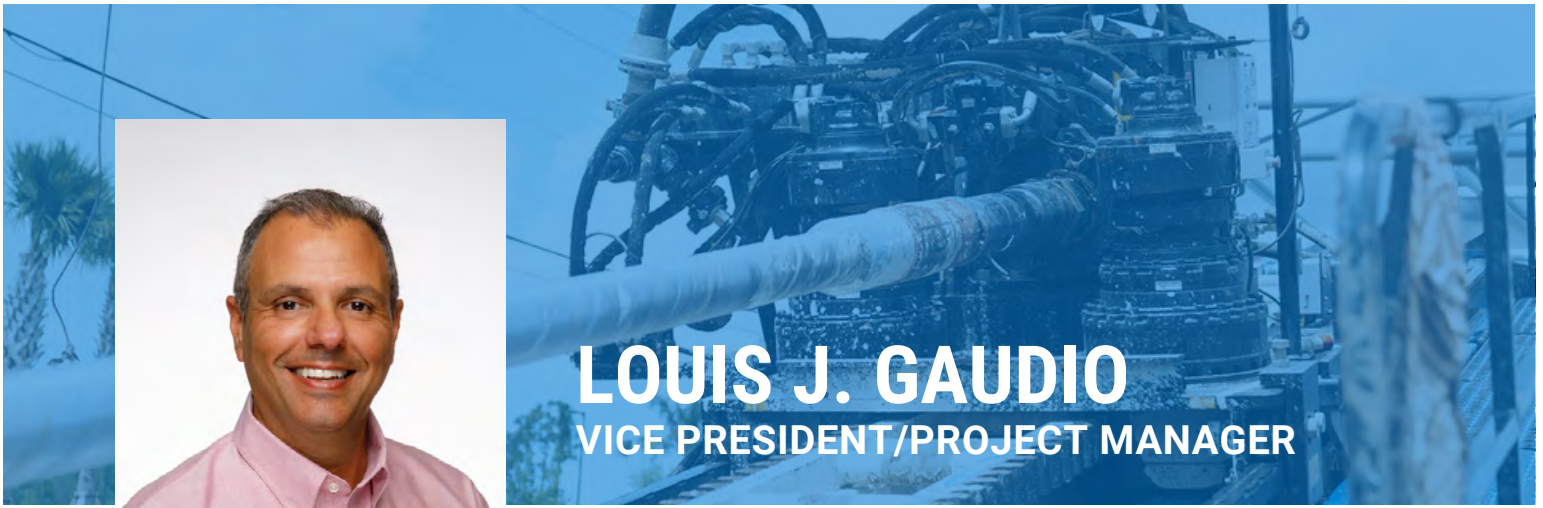
RKS Consulting Engineers



GSR

Crom Corp





# LOUIS J. GAUDIO

## VICE PRESIDENT/PROJECT MANAGER

### PROFILE

Louis J. Gaudio serves as Vice President at Quality Enterprises USA, Inc. (QE) where he oversees all business development efforts and project estimation/management. Louis provides more than 30 years of experience to the team and has managed several large projects for QE, including the \$24 million reconstruction of North & South Collier Boulevard and over \$70 million worth of post-Hurricane Katrina relief work in Mississippi and New Orleans (\$40 million worth of waterway reconstruction and \$30 million worth of concrete flood wall construction, respectively). **Louis will be readily available for the Regional Integrated Loop Phase 2B and Phase 3C Pipelines Projects.**

### EXPERIENCE

QE Experience | **18+ Years**  
Industry Experience | **30+ Years**

### EDUCATION

- Polytechnic University B.S. in Civil Engineering
- Maintenance of Traffic (MOT) Certification, FDOT
- Stormwater Pollution Prevention
- OSHA 30-Hr Construction Training

### PROJECT EXPERIENCE

- **I-75 & Collier Blvd. Utility Relocation**  
Naples, FL  
\$14,962,500  
This project involved the installation of over 20,000 LF of watermain piping, varying in size from 24" to 36" diameter by open cut and Horizontal Directional Drilling (HDD).
- **Design-Build Logan/Immokalee Forcemain**  
Naples, FL  
\$9,858,072  
This project involved the installation of over 20,000 LF of 24" HDPE forcemain piping by open cut and Horizontal Directional Drilling (HDD). HDD lengths varied from 1,500 LF to 5,000 LF. Work on this project also included tie-ins to a Master Pump Station and several existing utility lines.
- **Marco Shores Alternative Water & Sewer Project**  
Marco Island, FL  
\$9,089,175  
This project involved the installation of 14,638 LF of 12", 16", 20", and 24" HDPE via HDD in Marco Island, FL. Two of the main drills on this project were parallel subaqueous crossings - 16" and 20" pipe - with only 10' separation underneath the Marco River. The drills ran parallel to an existing gas main, posing an additional obstacle to the already geologically challenging project area. MOT was critical for project success - an exit pipe for one of the drills was in the middle of an existing travel lane on a highly traveled road, and staging pipe proved difficult as traffic lanes had to be closed to string out and fuse pipe.
- **Ben Sawyer ICW Crossing 16 inch WTM**  
Mt Pleasant, SC  
\$6,600,548  
This project involved the installation of over 5,700 LF of watermain piping by open cut and Horizontal Directional Drill (HDD). HDD was a subaqueous drill of 5,200 LF - 18" steel pipe.
- **Collier Blvd & Golden Gate Canal 36" Watermain**  
Naples, FL  
\$1,068,970  
This project involved the installation of 700 LF of 36" HDPE DR11 watermain by HDD through heavy rock under the Golden Gate Canal in Naples, FL. The project involved connection into existing mains & required close coordination with the South Water plant. This subaqueous drill was QE's first drill performed using the American Auger DD-400T<sub>20</sub>



# ERIC D. BLAIR

## PROJECT SUPERINTENDENT

### PROFILE

Eric D. Blair serves as a Construction Superintendent at Quality Enterprises USA, Inc. (QE). Eric has over 17 years of experience working on projects for various municipalities in SWFL, including lift station rehabilitation, pipeline installation by open cut and Horizontal Directional Drill (HDD), and restoration. Eric is familiar with specifications and requirements as they pertain to pipe installation, bypassing, testing, and acceptance. During construction, Eric will facilitate meetings with staff and inspectors, oversee daily crew activities, bring changes/modifications to the attention of the Project Manager & HDD Site Supervisor, verify material quantities and deliveries, etc. Eric will be readily available for the Regional Integrated Loop Phase 2B and Phase 3C Pipelines Projects.

### EXPERIENCE

QE Experience | 8+ Years  
Industry Experience | 20+ Years

### EDUCATION & CERTIFICATIONS

- Maintenance of Traffic (MOT) Certification FDOT
- Asbestos Certification
- Storm Water Collection Certification
- Trench Safety & Excavation Certification
- Confined Space Certification
- First AID/CPR/AED Certification
- Fall Protection Certification
- Rigging Certification

### PROJECT EXPERIENCE

- Reconstruction of Collier Blvd.**  
Marco Island, FL  
\$35,450,000

This project involved the complete reconstruction of approximately 5 miles of a 4-lane roadway. All new utilities were installed including new water main, force main, reclaimed water, and storm piping, Pipe sizes varied from 6" to 72" in diameter, and excavation cuts as deep as 18 ft. New roadway base materials, asphalt paving and concrete curb and sidewalks were also installed.
- I-75 & Collier Blvd. Utility Relocation**  
Naples, FL  
\$14,962,500

This project involved the installation of over 20,000 LF of watermain piping, varying in size from 24" to 36" diameter by open cut and Horizontal Directional Drilling (HDD).
- Marco Shores Alternative Water & Sewer Project**  
Marco Island, FL  
\$9,089,175

This project involved the installation of 14,638 LF of 12", 16", 20", and 24" HDPE via HDD in Marco Island, FL. Two of the main drills on this project were parallel subaqueous crossings - 16" and 20" pipe - with only 10' separation underneath the Marco River. The drills ran parallel to an existing gas main, posing an additional obstacle to the already geologically challenging project area. MOT was critical for project success - an exit pipe for one of the drills was in the middle of an existing travel lane on a highly traveled road, and staging pipe proved difficult as traffic lanes had to be closed to string out and fuse pipe.
- Marco Island NWTP Improvements**  
Marco Island, FL  
\$2,850,436

This project involved the construction of a 3 - Pump High Service Pump Station with a capacity of 14 MGDs at Marco Islands NWTP. Incoming and discharge piping was also included and ranged in size from 16" to 36" Ductile Iron Pipe.





# JOHN DANIEL

## HDD PROJECT SITE SUPERVISOR



### PROFILE

John Daniel serves as QE's HDD Project Supervisor where he assists with overseeing, planning, directing, and managing all Horizontal Directional Drill projects. In addition to ensuring that projects are completed on time and according to design specifications, John focuses on business development by continuously finding and estimating new HDD projects. On many projects, John also acts as the surveyor to lay out and guide bores for HDD crossings using the wireline system TrueGyde. John will be readily available for the Regional Integrated Loop Phase 2B and Phase 3C Pipelines Projects.

### EXPERIENCE

QE Experience | **7+ Years**  
Industry Experience | **30+ Years**

### EDUCATION & CERTIFICATIONS

- **Mississippi State University B.S. in Agricultural, Engineering, Technology, & Business**
- **AutoCAD**
- **TrueGyde Steer**
- **TrueGyde Profile**
- **Trimble R8 GPS**
- **Tensor**
- **APS**
- **DC Microcoil**

### PROJECT EXPERIENCE

- **I-75 & Collier Blvd Utility Relocation**  
Naples, FL  
\$14,962,500  
This project involved the installation of over 20,000 LF of watermain piping, varying in size from 24" to 36" diameter by open cut and Horizontal Directional Drilling (HDD).
- **Marco Shores Alternative Water & Sewer Project**  
Marco Island, FL  
\$9,089,175  
This project involved the installation of 14,638 LF of 12", 16", 20", and 24" HDPE via HDD in Marco Island, FL. Two of the main drills on this project were parallel subaqueous crossings - 16" and 20" pipe - with only 10' separation underneath the Marco River. The drills ran parallel to an existing gas main, posing an additional obstacle to the already geologically challenging project area. MOT was critical for project success - an exit pipe for one of the drills was in the middle of an existing travel lane on a highly traveled road, and staging pipe proved difficult as traffic lanes had to be closed to string out and fuse pipe.
- **Collier Blvd. & Golden Gate Canal 36" Watermain**  
Naples, FL  
\$1,068,970  
This project involved the installation of 700 LF of 36" HDPE DR11 watermain by HDD through heavy rock under the Golden Gate Canal in Naples, FL. The project involved connection into existing mains and required close coordination with the South Water plant. This was a subaqueous drill and was QE's first drill performed using the American Auger DD-400T.
- **Design-Build Logan/Immokalee Forcemain**  
Naples, FL  
\$9,858,072  
This project involved the installation of over 20,000 LF of 24" HDPE forcemain piping by open cut and Horizontal Directional Drilling (HDD). HDD lengths varied from 1,500 LF to 5,000 LF. Work on this project also included tie-ins to a Master Pump Station and several existing utility lines.
- **Ben Sawyer ICW Crossing 16 inch WTM**  
Mt Pleasant, SC  
\$6,600,548  
This project involved the installation of over 5,700 LF of watermain piping by open cut and Horizontal Directional Drill (HDD). HDD was a subaqueous drill of 5,200 LF - 18" steel pipe.



# LUIS SANCHEZ

## HDD PROJECT ENGINEER



### PROFILE

Luis Sanchez serves as a HDD Project Engineer at Quality Enterprises USA, Inc. Fully bilingual (English/Spanish) and multifaceted Project Management Professional specialized in large-scale Engineering Procurement and Construction (EPC) projects with international experience. Background in managing Horizontal Directional Drilling, Refinery, and Offshore (Reverse Engineering) projects, including all key functions from project initiation, planning, execution, monitoring, and controlling, through successful closing and client sign off. **Luis will be readily available for the Regional Integrated Loop Phase 2B and Phase 3C Pipelines Projects.**

### EXPERIENCE

Industry Experience | 15+ Years

### EDUCATION & CERTIFICATIONS

- **Universidad Autónoma de Guadalajara B.S. in Architecture**
- **Project Management Institute Project Management Professional**
- **AutoCAD**
- **Tensor**
- **Paratrack**

### PROJECT EXPERIENCE

- **HDD Operations in USA & Latin America**  
*Lone Star Pipeline Contractors*  
Directly in charge of site preparation for HDD Guidance Services, including land survey, surface coil design and layout, preparing and calibrating downhole tooling, bore design, and bore guidance (steering).
- **Horizontal Directional Drilling**  
*Prime Horizontal, Inc.*  
Directly responsible for supporting Vice President of Operations with Computer Assisted Drafting (CAD), modeling components and tooling for fabrication and HDD Services, developing new and enhancing existing project controls and work templates, generating Gyro Mapping reports, integrating project tenders, and submitting bids, manage staffing and resource allocation plan, interacting and engaging with potential clients in Latin America, amongst other main office support activities.
- **Sunoco - Transfer Energy East Mariner II (Spread 3 & 4)**  
*Maritech Engineering*  
This project involved the installation of 16" X 0.375" W.T., X-65, API 5L and 20" x 0.456" W.T., X-65, API5L Steel Pipe by Horizontal Directional Drilling and Conventional Auger Bore.
- **Sunoco - Transfer Energy East Mariner II (Spread 5 & 6)**  
*URSA Major Directional Crossings, LLC*  
This project consisted of over 56 crossings by means of HDD and Auger boring for the installation of 16" and 20" heavy wall steel pipe.
- **Hawaiki Submarine Cable System**  
*Maritech Engineering*  
This project consisted of the installation of a 100 wavelength (100 gb/sec) fiber optic cable by Horizontal Directional Drilling. The new cable system connected mainland USA to Hawaii, American Samoa, New Zealand and Australia.





### Education

- Bachelor of Science, Civil Engineering, University of Florida

### Professional Registrations/ Affiliations

- Professional Engineer (PE), State of Florida,
- License # 66068



Mr. Frederiksen is a vice president with over 20 years of engineering and utility management experience in the State of Florida. His Florida engineering experience includes design analysis, permit and construction management; technical report writing, plans development, and utility management with focus in Southwest Florida. He has worked with Collier County, Lee County, Charlotte County, DeSoto County, City of Naples, City of Cape Coral, City of Bonita Springs, City of Fort Myers, City of Punta Gorda, City of Sanibel, FDEP, SFWMD, Florida Department of Corrections, Gateway Services Community Development District, and Marion County on various projects.

Mr. Frederiksen has served as Project Manager on a wide variety of Municipal Projects which required services including the preparation of master planning documents, preparation of engineering designs, plans and specifications, project permitting, bidding assistance and selection of contractors, administration and observation of construction contracts, project start-up, and general construction coordination. Throughout Justin's career he has design, permitted, and performed construction services on over 140 miles of water main (6 to 36-inches in diameter); over 65 miles of wastewater mains (gravity and force mains 4 to 24-inches in diameter); 20 new and 70 refurbished wastewater pump stations; over 7 miles of reclaimed water mains (4 to 24-inches in diameter); 7 storage and booster pumping facilities; and over 60 miles of stormwater mains (15 to 42-inches in diameter).

### RELEVANT PROJECTS

- Collier County Naples Park Public Utility Renewal over 10 miles of water, wastewater, stormwater, and roadway improvements
- Collier County Goodland Drive Water Main Replacement
- I-75 & Collier Boulevard Utility Relocation Project Design-Build
- DeSoto County Water and Wastewater System Improvements (including two 0.5 MGD Booster Pumping and Storage Facilities)
- Florida Department of Corrections, Lowell Reception Center of over 2 miles of potable water main and a new 1.75 MGD water treatment plant and storage/pumping facility
- Collier County Addition of Emergency Power Generators to 14 Lift Stations
- Collier County Barron Collier High School water system improvements
- Bonita Springs Utilities Sungate Villas Wastewater Gravity Sewer Expansion
- Bonita Springs Utilities El Dorado Acres Water Main Looping
- Bonita Springs Utilities Maiden Lane Water Main Extension
- City of Naples Wastewater Pump Station Improvements, 5 rehabs and 5 new PSs
- City of Naples Reclaimed Water System Expansion
- City of Naples Aquifer Storage and Recovery Well System
- City of Naples Golden Gate Canal Supplemental Water Supply
- City of Naples Raw Water Main Replacement
- City of Naples Royal Harbor Fire Flow Improvements
- City of Cape Coral Nicholas Parkway West Waterline Replacement (7,000 feet)
- City of Cape Coral Galvanized Waterline Replacement (7 miles)
- City of Fort Myers Wastewater Force Main Transfer
- City of Punta Gorda Modification and Refurbishment of Reclaimed Water Holding Ponds
- DeSoto County Improvements to WWTP Influent Screen Piping



### **Education**

- Bachelor of Science,  
Civil Engineering  
University of Notre Dame

### **Professional Registrations/ Affiliations**

- Professional Engineer (PE), Florida
- Member, APWA Southwest  
Florida Branch
- 2014 FES Calusa Chapter  
Community Service Award
- 2007/08 FES Calusa Chapter  
Young Engineer of the Year



Ms. Holland is a Project Manager with 17 years of engineering and utility management experience in the State of Florida. She is a proven leader and highly effective communicator with the drive and ambition to apply her knowledge in all areas related to water and wastewater management operations and services for government agencies. Her leadership skills allow her to proactively approach design and permitting challenges, apply problem solving skills, persistence, and teamwork to achieve positive results. She has a proven ability to quickly cultivate relationships with clients, developing a positive impact and rapport.

Ms. Holland began her career in the private land development sector developing her project management skills. Services included design, permitting, and project coordination for a wide variety of residential, commercial, government, and roadway projects throughout Southwest Florida. In 2015, Ms. Holland moved to the public sector serving as the Deputy Utilities Director for City of Naples where she successfully managed Capital Improvement Projects for seven divisions within the Department (Water Distribution, Wastewater Collections, WTP, WRF, Utilities Maintenance, Solid Waste and Equipment Services). Ms. Holland joined GradyMinor in 2020, bringing her knowledge and expertise to the Municipal Division. Her engineering experience includes design analysis, permit and construction management, utility modeling, technical report writing, plans development and utility management within SW Florida. She has worked with Collier County, City of Naples, City of Bonita Springs, City of Fort Myers, Charlotte County, Sarasota County, FDEP, and SFWMD on various projects.

### **RELEVANT PROJECTS**

#### **Municipal Projects**

- City of Naples Reclaimed Water Distribution System Expansion
- City of Naples Potable Water Main Distribution System Improvements
- City of Naples Master Wastewater System Model
- City of Naples Sanitary Sewer Pump Station Rehabs
- City of Naples PS 7 Replacement
- City of Naples Force Main Replacements
- City of Naples WTP Accelerator Rehabilitation
- City of Naples WRF and WTP MCC and Switchgear Electrical Upgrades
- City of Naples ASR Well System Design and Implementation
- Collier County & City of Naples West Goodlette-Frank Road/Rosemary Heights & Gulf Acres Area Joint Stormwater-Sewer Improvements.
- City of Naples 8th Street Improvement Project
- City of Naples 3<sup>rd</sup> Street Improvements
- City of Naples Central Avenue Improvement Project
- City of Cape Coral Design of Nicholas Parkway Access Management and Median Curbing Improvements
- City of Bonita Springs Imperial Boulevard Improvements
- Collier County Veterans Memorial Boulevard Extension



**Education**

- Bachelor of Science, Civil Engineering, Florida Atlantic University

**Professional Registrations/Affiliations**

- Professional Engineer (PE) Florida #88695



Mr. Dunko has 10 years of experience working with multiple municipalities in Southwest Florida and has been involved with various water, wastewater, stormwater, reclaimed, roadway, and site development projects. Mr. Dunko has completed project cost estimates, site civil engineering including design of civil site plans, prepared project technical specifications, technical memoranda, wastewater pump station design, sanitary sewer design, and pressurized water and sewer force main design, and State and County permitting documentation. Mr. Dunko has also served as a Civil Engineering Inspector (CEI) for multiple projects including the construction of an Aquifer Storage and Recover (ASR) well and public utility water and sewer replacement projects.

**RELEVANT PROJECTS**

**Municipal Projects**

- Collier County Veterans Memorial Boulevard Extension Design-Build
- City of Cape Coral Florida Shared-Use Nonmotorized (SUN) Trail
- City of Cape Coral Design of Nicholas Parkway Access Management and Median Curbing Improvements
- Collier County Stormwater Management Section Carolina Avenue Stormwater System Improvements
- Collier County Pump Station Emergency Power Resiliency Design-Build
- Collier County & City of Naples West Goodlette-Frank Road/Rosemary Heights & Gulf Acres Area Joint Stormwater-Sewer Improvements.
- Collier County Public Utilities Pump Station 101.07 Relocation and Engineering Services during Construction
- Collier County Public Utilities Pump Station Resiliency Site Evaluations
- Collier County Public Utilities Logan Boulevard Force Main Design Build
- Collier County Public Utilities Pump Stations 158.00, 147.00, 151.00, 104.05, 312.25 Rehabilitation and Services During Construction.
- Collier County Public Utilities Pump Station 302.09 Relocation
- Collier County Public Utilities Master Pump Stations 104.00, 312.00 and Pump Stations 147.00, 151.00, 104.05 Asset Data Collection.
- Collier County Public Utilities Master Pump Station 321.00 Bypass Connection.
- Collier County Public Utilities Maintenance & Reliability Backflow Preventer Assembly Design.
- Collier County Public Utilities MPS 302.00 Site Expansion and Easement Coordination.
- City of Naples ASR #3 Construction Inspection.
- Collier County Public Utilities SCWRF Reclaim Water Tank Storage Evaluation.
- Collier County Public Utilities NCWRF North Train Condition Assessment.
- City of Naples Cove Stormwater Pump Station Outfall Improvements and Water Quality Project.
- City of Naples Naples Beach Restoration and Water Quality Improvements
- Collier County Public Utilities CEI Services for Immokalee Road/CR 951 24-inch & 16-inch Force mains.
- Collier County Public Utilities Immokalee Road Chloramine Booster Station CEI.
- Collier County Public Utilities Pump Station Resiliency Site Design
- City of Naples Utilities & Collier County West Goodlette Phase 2 – Naples Bay Red Tide Septic to Sewer Project





### **Education**

- Bachelor of Science, Geomatics  
College of Engineering at the University of Florida  
Gainesville, FL.

### **Professional Registrations/ Affiliations**

- Member of the Lee/Collier FSMS Chapter
- Professional Surveyor and Mapper, Florida  
PSM #6761



Mr. Saintenoy has a degree in surveying from the University of Florida and is a licensed Professional Surveyor and Mapper in Florida. In addition he has over eighteen (18) years of survey experience with the past twelve (12) years as Director of Surveying at GradyMinor. His expertise runs across the discipline and includes directing survey field crews on data collection for design surveys, boundary surveys, and construction surveys. He manages survey technicians in the reduction of raw data, boundary calculations and production of survey drawings, point identification maps, right-of-way maps and record drawings. Donald performs services for the Public and Private sectors. Public sector projects have been completed for Collier County Public Utilities, Transportation, the Airport Authority, Stormwater, EMS, Parks & Recreation and Coastal Zone Management.

Recent work performed for our Public Sector Clients have included the creation of sketches and legal descriptions, boundary surveys, existing condition surveys, and construction as-built surveys.

### **RELEVANT PROJECTS**

- Collier County Naples Park Public Utility Renewal over 6 miles of water, wastewater, stormwater, and roadway improvements including 108/109th Avenues
- Collier County Goodland Drive Water Main Replacement
- Collier County I-75 & Collier Boulevard Utility Relocation Project Design-Build
- Collier County West Goodlette-Frank Road/Rosemary Heights & Gulf Acres Area Joint Stormwater-Sewer-Water Improvements (3.5 miles of water, wastewater, stormwater, and roadway)
- Collier County Wastewater Pump Station Improvements, 9 rehabs and 2 new PSs, including PS 101.07
- Collier County Addition of Emergency Power Generators to 14 Lift Stations
- Collier County US 41 Water Main Replacement over 1 mile of water main replacement along US41
- Collier County Barron Collier High School water system improvements throughout the Barron Collier High School campus and adjoining schools/roadways.
- Collier County Pelican March Elementary School water system improvements, which included SFWMD canal cross sections, and legal sketch and description creation.
- Collier County White Boulevard, 23rd Street and 28th Avenue improvements.
- Collier County Golden Gate Estates drainage structure mapping
- Collier County Bayshore/Davis Blvd. stormwater improvements
- Collier County Golden Gate Wastewater Plant improvements.
- Collier County Immokalee Regional Airport Boundary Survey of the overall airport property along with various parcels internal to the overall property for engineering design
- Collier County Fiddlesticks Water Main improvements
- Lee County Bell Boulevard Sidewalk Improvements
- Bonita Springs Utilities El Dorado Acres Water Main Extension
- Bonita Springs Utilities Estero Lockup Gravity Sewer Extension
- City of Cape Coral SUN Trail
- City of Cape Coral Nicholas Parkway Water Main and Access Improvements



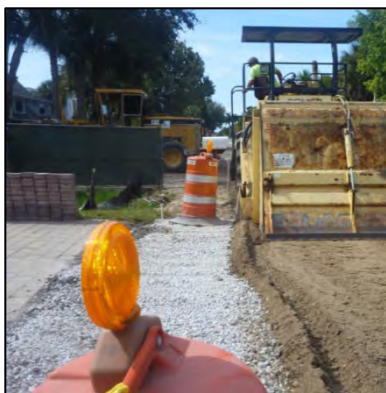
**Education**

HS Graduate, 2 years college.

**Registration/Certification**

Certified General Contractor.  
CGCO40351

2014 FL DEP Stormwater Erosion  
Inspector Certification  
HAZWOPER Certified  
HAZWOPER Supervisor



Mr. Featherstone is a Manager with more than 37 years of experience in civil construction, road building, underground utility and storm drainages systems. Rick has a clear understanding of construction practices and requirements from state and local agencies that have jurisdiction over the work. Rick’s skills include the ability to interpret, understand and apply the requirements shown in construction documents (drawings, technical specifications, applicable standards, etc.) and be able to identify, both verbally and in writing, any deviations to the project team. Mr. Featherstone supervises our team of inspectors who develop and distribute detailed daily construction progress reports; and has been working as a direct liaison with Clients, Contractors, and Residents.

Mr. Featherstone’s abilities include:

- Monitoring & record summary data of the Contractor's work efforts
- Report deviations from the approved design and or regulatory requirements
- Report quantity and time for completing payable tasks on the Construction Project
- Review and recommendation of contractor's monthly draws
- Monitor safety of construction efforts.
- Monitor & report quality of work being performed by the Contractor.
- Responsible for performing highly complex technical assignments, construction layout, making progress payments, checking engineering computations, inspecting construction work.

**RELEVANT PROJECTS**

- 96<sup>th</sup> Ave N Public Utilities Renewal Project
- 95<sup>th</sup> Ave N Public Utilities Renewal Project
- 8<sup>th</sup> Street Improvement Project
- Logan Design Build Force Main Project
- I75 & Collier Blvd. Utility Relocation Project
- Deep Injection Well Leachate Line, Access Road, Stormwater Canal Crossing
- Master Pump Station 306
- West Goodlette Frank Road Storm Sewer Improvements
- Fiddlers Creek Publix 1730
- Fiddlers Creek Sandpiper Blvd & Gate House Improvements
- Edge 75 a 160 unit 8 building multi story apartment complex
- Crest at Naples a 27 acre 9 building multi story apartment complex
- Crest at Bonita Springs 27 acre 7 building multi story apartment complex
- Mosaic at Oak Creek 273 unit multi story apartment complex
- Heritage Bay Golf & Country Club
- Imperial Golf & Country Club
- St. Mathews House Lulu’s Kitchen & Shelter
- Bernwood Business Park
- Versol / Hidden Lakes a multi-story apartment complex
- Audubon Community Boardwalk
- Dorado at Fiddlers Creek Utility Relocate
- Oyster Harbor at Fiddlers Creek Utility Relocate
- Conservancy of Naples
- Master Pump Station 302
- 110<sup>th</sup> & 107<sup>th</sup> Ave N Public Utilities Renewal Projects
- U.S. 41 Watermain Replacement Phase 1

# **Fernando E Fuentes Jr, P.E.**

## **Electrical Engineer III**

### **EDUCATION**

Bachelor of Science/2013  
Electrical Engineering  
University of South Florida  
Tampa, Florida

### **PROFESSIONAL REGISTRATION**

Florida Professional Engineer 86514

### **PROFESSIONAL AFFILIATION**

Member, Florida Water Environment Association

### **EXPERIENCE**

Fernando has 7+ years of experience in a variety of phases of electrical engineering analysis and design. His education was centered on the study of Microelectronics Analysis and Design. He is proficient in drafting utilizing Auto Cad 2019. His experience includes producing documentation and reports from field observation of sites under construction. He is versed in the design of electrical services as well as lightning protection, bonding & grounding systems. His experience includes engineering electrical systems for wastewater collection pump stations, raw water wellfields, waste water reclamation facilities and water treatment plant.

- **Lee County Utilities Green Meadows RO WTP-** Assisted PE in Electrical Design and Construction Services. This project undertook the construction of a completely new Reverse Osmosis (RO) water treatment plant adjacent to an existing plant & wellfield. Electrical design of a closed transition power system, which included a 1500KW Cummins generator mated to an Arc Flash rated 4000A Cummins switchgear was provided. The full power system design at the plant was comprised of (4)MCC's, (4)Switchboards and (18) panelboards. Electrical design provided for (6) prefabricated electrical buildings containing power, instrumentation and control systems required to interface with the existing equipment in the plants wellfield. Upgrades included installation of a ductbank for the new fiber optic network in the wellfield. New Floridian wells along with ancilliary I&C system were constructed at (8) wellsites as part of the upgrades.
- **Immokalee MLS X8-** Design Team Electrical Engineer for planning, design and construction phases. The project was comprised of a new waste water master station controlled via level control. The design included submersible VFD driven pumps, Standby diesel generator and ATS. The Telemetry system consisted of a Pump Watch RTU. A control panel containing a Level View Controller was design to interface the I/O alarms and statuses.
- **Immokalee Water & Sewer District Clarifier Rehab-** Design Team Electrical Engineer for planning, design and construction phases. The project included rehabilitation of (3) existing in-ground clarifiers at the Immokalee water treatment plant. Design of new lightning protection, grounding and lighting systems as wells as wiring and conduit to field devices was incorporated into the project. Manufacturer provided control panels were installed for the clarifier mechanism.
- **CCUD SCWRF Clarifier 2 Upgrades-** Design Team Electrical Engineer for planning, design and construction phases. Upgrades included in the project scope consisted of new aluminum lightning protection system and lighting system. Communications back the plant SCADA system were provided via hardwired signals to an existing MCC bucket. Modificaitons to the local PLC control panel were included to interface signals from the Clairifer MCC bucket.



Vice President and Senior Ecologist for Passarella & Associates, Inc., an ecological consulting firm providing environmental and ecological services. Services include state, federal, and local permitting; agency negotiations; presentations for planning, zoning, and board of county commissioner hearings; environmental impact assessments; ecological assessments; listed species surveys, permitting and relocation; state and federal wetland jurisdictionals; wetland mitigation assessments, design, permitting and construction observations; wetland mitigation banking management, design, permitting and construction observations; and environmental project management.

## REPRESENTATIVE PROJECT EXPERIENCE

### AVIATION

Southwest Florida International Airport, Lee County  
Marco Island Executive Airport, Collier County  
Immokalee Regional Airpark, Collier County  
Everglades Airpark, Collier County

### COMMERCIAL DEVELOPMENT

Stonemart, Sarasota County  
Suncoast Plaza, Sarasota County

### INDUSTRIAL

Pursuit Property, St. Lucie County  
Tampa Property, Hillsborough County

### INSTITUTIONAL

Collier County Public Schools Site G, Collier County  
Collier County Public Schools Site L, Collier County

### RESIDENTIAL DEVELOPMENT

Winding Cypress, Collier County  
Golf Club of the Everglades, Collier County  
The Preserve at Corkscrew, Lee County  
Timber Creek, Lee County  
Babcock Earthsource, Charlotte County  
Northridge at Babcock, Charlotte County  
Corkscrew Shores, Lee County  
Lakewood National, Manatee County  
Portico, Lee County  
The Place at Corkscrew, Lee County  
Peace River Island, Charlotte County  
San Marino, Collier County  
Lucaya, Lee County  
Waterside, Charlotte County

### ROAD PROJECTS

Bonita Beach Road Phase 2, Lee County  
Bonita Beach Road Sections 4 and 5, Lee County  
Burnt Store Road Widening, Lee County

### WETLAND MITIGATION BANKS

Bullfrog Bay Mitigation Bank, Polk County

### OTHER

I-75 and Collier Boulevard Utility Relocation, Collier County

## EXPERIENCE

Vice President and Senior Ecologist  
Passarella & Associates, Inc. (January 2022 - Present)

Senior Ecologist  
Passarella & Associates, Inc.  
(November 2008 – January 2022)

Ecologist  
Passarella & Associates, Inc.  
(March 2004 – November 2008)

Shorebird Technician  
Sanibel-Captiva Conservation Foundation/U.S. Fish and  
Wildlife Service  
(February 2003 – July 2003)

Research Assistant  
Cooperative Wildlife Research Laboratory, Southern Illinois  
University Carbondale (June 1996 – May 1998)

## EDUCATION

Bachelor of Science, Zoology 1999, Minor: Chemistry  
Southern Illinois University Carbondale, Carbondale, Illinois

## CERTIFICATIONS

Florida Fish and Wildlife Conservation Commission  
Authorized Gopher Tortoise Agent

## PROFESSIONAL ASSOCIATIONS

Florida Association of Environmental Professionals  
Calusa Herpetological Society  
President (2009 – 2012)  
Society of Wetland Scientists  
Southeast Partners in Amphibian and Reptile Conservation



Ecologist for Passarella & Associates, Inc., an ecological consulting firm providing environmental and ecological services. Services include state, federal, and local permitting; agency negotiations; environmental impact assessments; ecological assessments; listed species surveys, permitting and relocation; state and federal wetland jurisdictionals; wetland mitigation design, permitting and construction observations; wetland mitigation banking management, design, permitting and construction observations; and environmental project management.

## REPRESENTATIVE PROJECT EXPERIENCE

### AVIATION

Southwest Florida International Airport, Lee County  
Marco Island Executive Airport, Collier County  
Immokalee Regional Airport, Collier County

### RESIDENTIAL DEVELOPMENT

Enclaves at Eagle Landing, Lee County  
The Preserve at Corkscrew, Lee County  
Timber Creek, Lee County  
Savanna Lakes, Lee County  
The Place at Corkscrew, Lee County  
Terreno at Valencia – Collier County  
Whitaker Woods – Collier County  
Greyhawk – Collier County

### INDUSTRIAL

Alico ITEC Park, Lee County

### ROAD PROJECTS

Whippoorwill Lane, Collier County

## EXPERIENCE

Ecologist

Passarella & Associates, Inc.  
(January 2019 – Present)

Marine Science Researcher  
Jacksonville University, Jacksonville  
(Fall 2016 – January 2019)

OPS Environmental Specialist 1  
Compliance Assistance and Permitting  
Florida Department of Environmental Protection  
Jacksonville, FL  
(April 2018 – October 2018)

Biology Researcher

Florida Southern College, Lakeland  
(Fall 2014 & Spring 2015)

## EDUCATION

Master of Science, Marine Science 2019  
Jacksonville University, Jacksonville, Florida

Bachelor of Science, Biology 2016

Minor: Spanish

Florida Southern College, Lakeland, Florida

*Scholarships: Watson Scholarship, FSC Women's  
Volleyball Scholarship, Bright Futures*

*Honors Received: Honors Society of Leadership and  
Success*

## CERTIFICATIONS

SCUBA Certified – NAUI Open Water

OSHA 24-Hour Hazardous Waste Operations and  
Emergency Response (HAZWOPER) Certified

LEAN-Gemba Academy

Florida Boaters Safety License

## PROFESSIONAL ASSOCIATIONS

Florida Association of Environmental Professionals  
Society of Wetland Scientists





Ecologist for Passarella & Associates, Inc., an ecological consulting firm providing environmental and ecological services. Services include state, federal, and local permitting; agency negotiations; environmental impact assessments; ecological assessments; listed species surveys, permitting and relocation; state and federal wetland jurisdictionals; wetland mitigation design, permitting and construction observations; wetland mitigation banking management, design, permitting and construction observations; and environmental project management.

### REPRESENTATIVE PROJECT EXPERIENCE

#### RESIDENTIAL/COMMERCIAL DEVELOPMENT

StoneCreek, Collier County  
San Marino, Collier County  
Buckingham 345, Lee County  
WildBlue, Lee County  
Isles of Collier, Collier County  
Saddle Road Parcel, Lee County  
Hudson Creek, Lee County  
Paradise Isle, Lee County  
City of Marathon Project, Monroe County  
Embers Lake, Lee County  
Orange River 130, Lee County  
McNew Ranch, Charlotte County  
Island Inn Road Parcel (Sanibel Island), Lee County

#### INDUSTRIAL

Luckett Industrial Parcel, Lee County

#### CONSERVATION BANK

Florida Panther Conservation Bank II, Hendry County

### EXPERIENCE

Ecologist  
Passarella & Associates, Inc.  
(July 2019 – Present)

Consulting Utility Forester  
ACRT, Inc.  
Fort Myers, Florida  
(November 2015 – July 2019)

Consulting Utility Forester  
Environmental Consultants, Inc.  
Fort Myers, Florida  
(February 2015 – November 2015)

Owner/Landscaper

Sorrells Landscaping  
Waynesville, North Carolina  
(January 2012 – January 2015)

Laboratory Analyst

Pace Analytical  
Asheville, North Carolina  
(January 2009 – June 2011)

Plant Propagation Crew/Intern

North Cascades National Park  
Washington  
(May 2007 – August 2007)

### EDUCATION

Bachelor of Science, Environmental Studies/Field  
Ecology 2008  
University of North Carolina Asheville, Asheville, North  
Carolina

### PROFESSIONAL ASSOCIATIONS

Florida Association of Environmental Professionals  
Society of Wetland Scientists



## TJ WILLIAMS

PROJECT MANAGER

(352)-514-7835 | tjw@cromcorp.com



### PROFILE

Project Manager of CROM, LLC (CROM). Advanced skills developed in estimating, job cost control, management, scheduling, document control, contract review, and site safety management. Comprehensive understanding of the attention required for team organization and development necessary to help guide projects' progress, safety, and quality through to successful completion.

### EXPERIENCE

Project Manager, CROM, Gainesville, Florida

2018 – Present

- Assists Area Manager and prepares project startup packages including:
  - Project documents for use by the on-site superintendent
  - Project planning and schedule development
  - Prepare Subcontract Agreements
  - Review of shop drawings to assure conformity with project plans and specifications
  - Gather and review submittals for projects
  - Review and approve purchase orders for material procurement
  - Make site visits and interact with subcontractors during initial site preparation
  - Review and report on project cost information on a weekly basis
  - Make site visits during the construction of the tank as needed to perform the following project related duties: safety inspections, quality control inspections, review of job cost budgets
  - Maintain contact with the project superintendent to stay apprised of project

### OTHER EXPERIENCE

Superintendent	CROM, LLC, Gainesville, Florida	2015-2017
Supervisor	CROM International LLC, State of Qatar	2012-2014
Trainee	CROM, LLC, Gainesville, Florida	2008-2014
Laborer	CROM, LLC	2005-2007

### PROFESSIONAL CERTIFICATIONS & MEMBERSHIPS

- Competent Person: Front-End Loader
- Permit Required Confined Spaces
- Basic Scaffolding
- Safety Awareness
- 10 HR OSHA
- 30 HR OSHA
- ACI Shotcrete Nozzleman Wet Mix Vertical Only
- Fall Protection Certification
- NACE Level 1 Coatings Inspector
- Ordained Minister
- First Aid Certification- Adult CPR
- HILTI Powder Actuated Tool Operation Certification
- Competent Person: Concrete Pump Operations
- Competent Person: Air Compressor
- Crane Rigging Certification





## BRETT F. BOHANNON

REGIONAL MANAGER

(352) 514-0135 | bfb@cromcorp.com



### PROFILE

Regional Manager, CROM, LLC (CROM®). Advanced skills developed in marketing, sales, and management of turnkey construction projects. Comprehensive understanding of the engineering design and construction details of wire-wound circular prestressed concrete tanks, as well as coordination between government agencies, engineers, and contractors to ensure the successful development of projects. Focused on details and dedicated to delivering clients a world-class product constructed safely, ahead of schedule, and held to the highest industry standards.

### EXPERIENCE

**Regional Manager, CROM, LLC, Gainesville, Florida** **2021-Present**

- Complete responsibility for company operations for the South Florida market.
- Duties include developing and managing relationships with contractors and suppliers, overseeing all levels of project development and construction to deliver the highest quality project, and contribute to the design and construction expertise during project development.
- Management of industrial coatings and heavy construction projects in the South Florida market.

### OTHER EXPERIENCE

Construction Services Manager	Crom, LLC, Gainesville, Florida	2017-2021
PM Department Manager	Crom, LLC, Gainesville, Florida	2013-2016
Project Manager	Crom, LLC, Gainesville, Florida	2005-2013
Project Manager	SRW Construction, Gainesville, Florida	1998-2004
Event Director	Event Management Inc., Gainesville, Florida	1997-1998

### PROFESSIONAL EDUCATION

**University of Florida, Gainesville, Florida**

B.S.B.A., Marketing

**Santa Fe College, Gainesville, Florida**

Associates of Arts Degree



## ROBERT G. OYENARTE, PE

CHIEF REVENUE OFFICER AND PRESIDENT

(352) 262-7020 | rgo@cromcorp.com

### PROFILE

Influential leader with extensive knowledge and experience in prestressed concrete tanks and restoration for water and wastewater infrastructures. Executive specialist with a solid history in business operations, construction, design, marketing, and sales. A self-motivated leader with excellent communication skills and strong sales growth experience in the construction industry. Dedicated and focused on creating positive relationships with clients and team members thru the importance of service, character, and respect.

### EXPERIENCE

**CHIEF REVENUE OFFICER, CROM, LLC** **2017- Present**

Responsible for driving better integration and alignment between all revenue-related functions, including business development, marketing, sales, client support and development, pricing, and revenue management.

**PRESIDENT, CROM, LLC** **2017- Present**

Responsible for strategic planning, company vision and continued development of the organizational health.

**DIVISION PRESIDENT, CROM COATINGS AND RESTORATIONS** **2017- Present**

Responsible for all operational functions of CROM's SERVICES division that specializes in restoration of aging water and wastewater infrastructure. Manage, organize, and review means and methods of company departments related to infrastructure repair.

**VICE PRESIDENT AND GENERAL MANAGER, CROM INTERNATIONAL, LLC** **2001- 2021**

Responsible for the creation and management of CROM's international company focused on developing CROM as a worldwide water storage tank solution provider. Responsible for the development, sale, design, and management for 8 stadium sized reservoirs ranging in size from 15,000,000 to 23,000,000-gallons.

**AREA MANAGER, CROM, LLC** **2001- 2011**

Area Manager for CROM Tank Division for Puerto Rico and South Florida responsible for the development, sale, design, and management for 126 tanks up to 15,000,000-gallons.

### OTHER EXPERIENCE

**DIRECTOR** **2017- Present**

CROM International Limited, Gibraltar

**AREA MANAGER IN TRAINING** **1999- 2001**

CROM Tank Division

**SALES ENGINEER – PLASTICS DIVISION** **1998- 1999**

Contech Construction Products, Charlotte, North Carolina

**DESIGN ENGINEER I** **1997- 1998**

URS, Orlando, Florida

### PROFESSIONAL EDUCATION

**UNIVERSITY OF FLORIDA, GAINESVILLE, FL**

Bachelor of Science in Civil Engineering, Specializing in Structural Design and Analysis

**MARYVILLE COLLEGE, MARYVILLE, TN**

Bachelor of Arts and Collegiate Athlete



## ALEXANDER CIASCA, PE

VICE PRESIDENT AND BUSINESS DEVELOPMENT MANAGER

(352) 239-2741 | aciasca@cromcorp.com



### PROFILE

Advanced skills developed in marketing, sales, and management of construction projects. Comprehensive understanding of the engineering design and construction details required in the prestressed concrete tank industry, as well as the coordination between government agencies, owners, engineers, and contractors to ensure the successful development of projects. Focused on details and dedicated to delivering clients a product constructed safely, ahead of schedule, and held to the highest industry standards.

### EXPERIENCE

**Vice President and Business Development Manager, CROM, Gainesville, Florida 2015—Present**

- Complete responsibility for project development in the south Florida market, as well as Louisiana, Mississippi, and the Caribbean.
- Duties include marketing and sales, preparing and submitting bids for various projects as a general contractor and subcontractor, interacting with engineers to assist in developing projects, interacting with owners, general contractors, subcontractors and suppliers.
- Design and estimating review duties for projects including estimates and detailed shop drawings.

### OTHER EXPERIENCE

Project Engineer	Holtz Consulting Engineers, Inc.	2012-2015
Project Engineer	AECOM Technical Services, Inc.	2006-2012

### PROFESSIONAL EDUCATION

**UNIVERSITY OF FLORIDA, GAINESVILLE, FLORIDA**

Bachelor of Science in Environmental Engineering

### PROFESSIONAL CERTIFICATIONS & MEMBERSHIPS

- Board of Professional Engineers:
  - Florida (PE #73007)
  - Louisiana (PE #41401)
  - Mississippi (PE #28541)
  - Texas (PE #124565)
- Engineers Without Borders

**Cheri Bailey, Public Involvement Specialist**  
**Cella Molnar & Associates, Inc.**

**Expertise**

Ms. Bailey has over 11 years of experience as an operations coordinator and five years of public involvement experience. Ms. Bailey provides assistance for public information projects including preparing newsletters, media releases, and advertisements. She also communicates with residents, businesses and property owners during project development. She is proficient with MS Word, Excel, Access, PowerPoint, Outlook and ArcGIS software. She develops and maintains database mailing lists of elected officials, agencies, property owners and other interested parties. Key projects she has been involved with are listed below.



**Key Projects**

**Charlotte Harbor Water Association Water Distribution Systems Improvement Project, Punta Gorda, Florida** – Public Information Specialist for this project which includes replacement of waterlines. An extensive ongoing Public Involvement Program is being conducted using a combination of public information workshops, small group and numerous, daily individual meetings with property and business owners. Newsletters and notification flyers are prepared periodically for distribution to the affected property owners and tenants in waterline replacement area. Duties include coordination of water shut-offs, boil water notices and rescission notices for affected properties. Extensive coordination with CHWA staff and officials, property owners, tenants and tourists, and residents and business owners are significant factors of the program.

**Cape Coral Utilities Extension Project, Cape Coral, Florida** – Communication Specialist for this approximately 4.3 square miles of residential area where the City is installing new water, sewer and irrigation mains, new wastewater lift stations, replacement of existing storm drain systems and reconstruction of existing roads. Duties include property owner notifications, media RoadWatch, and one-on-one meetings with property owners to resolve issues during construction.

**Page Park Water Main Improvements Phase I, Lee County, Florida** – Assistant Communication Specialist for this Lee County Utilities project which included replacement of water main on the north side of Danley Drive from 6<sup>th</sup> Street to Metro Parkway then north to Idlewild Street. Work consisted of extensive coordination with County staff and officials, project team members, property owners and the general public. Notification flyers announced project information about construction changes and activities. Regular meetings were held with affected property owners, the community association, and the Metro Place Commercial Association to discuss project progress, roadway conditions and property owner concerns. Coordination of landscape removal, water shut-offs, and boil water notices for affected properties.

**Fort Myers Beach Waterline Replacement Project, Town of Fort Myers Beach, Florida** – Assistant Communication Specialist for this project which includes replacement of waterlines on Fort Myers Beach. An extensive ongoing public involvement program is being conducted using a combination of public information workshops, small group and numerous, daily individual meetings with property and business owners. Newsletters and notification flyers are prepared periodically for distribution to the affected property owners and tenants in the waterline replacement area. Duties include coordination of water shut-offs, boil water notices and rescission notices for affected properties. Extensive coordination with Town staff and officials, beach property owners, tenants and tourists, and residents and business owners are significant factors of the program.

**Tracy Hayden, Public Involvement Specialist**  
**Cella Molnar & Associates, Inc.**

**Expertise**

Ms. Hayden has over thirty years of administrative experience and client interaction in public and private sectors. She assists in preparation of company project team information for client bids and proposals. She is proficient with MS Word, Excel, Access, and Outlook. Her project management skills combined with her construction and permitting experience make her uniquely qualified. Ms. Hayden manages and provides assistance for public information projects including communicating with residents, business and property owners; and coordinating with contractors. Key projects she has been involved with are listed below.



**Education**

A.A. - Human Services – Edison College 1983  
Technical Certificate in Mental Health – Edison College 1983

**Key Projects**

***Water Treatment Plant Source Water Project, Fort Myers, Florida*** – Public Information Specialist for this City of Fort Myers project which included the planning and construction of a series of new raw water transmission mains and source wells to supplement the existing City wellfield. Work consisted of extensive coordination with City staff, project team members, property owners, property owner associations, multiple schools, and members of the public. These wells are being designed and constructed two at a time and is expected to take multiple years to complete. A project newsletter was written and mailed to owners to advise of upcoming construction, to explain the need for the project, and to outline details depending on their specific location. Construction updates about motorist and pedestrian route changes and traffic detours were provided via email for associations, surrounding property owners, and businesses. Residents were provided project contact cards listing project information and a 24-hour telephone hotline to address construction issues. She also coordinated with affected properties to obtain temporary right of entry forms.

***US 41 Transmission Mains Project, Lee County, Florida*** – Public Information Project Manager for this Lee County Utilities project which includes installing new sanitary sewer main and water main lines along the east side of US 41 from Trailwinds Drive to South Airport Road. A project flyer was mailed to all property owners and distributed to businesses along the project. Business contact information and hours of operation were gathered for the project data base and to assist with individual service connections. Driveway/access and detour notices were emailed or hand-delivered to residents and businesses to inform them of upcoming work. Public information activities also included creation of contact cards, drafting road watch information, and responding to a 24-hour telephone hotline. Extensive coordination with Lee County Utilities staff, fire, EMS, garbage, school transportation, police, and affected property owners ensure the success of the project.

***Wastewater Interconnect Project Phase II, Part I, & Phase III, Part IV, Fort Myers, Florida*** – Public Information Manager for this City of Fort Myers project which included the installation of new sanitary sewer force main between the South and Central Advanced Wastewater Treatment Plants. Work consisted of extensive coordination with City staff and officials, project team members, property owners, and members of the public. A public meeting, construction start letter, and notification flyers announced project information about extensive route changes and traffic detours. Residents were provided project contact cards listing project information and a 24-hour telephone hotline to address construction issues. Regular meetings were held with property owners and tenants to discuss project progress, roadway conditions and property owner concerns. Coordination of water shut-offs, boil water notices and rescission notices for affected properties and obtaining temporary right of entry forms from property owners.



# Design-Build Team KEY PERSONNEL CHART

Key Personnel	Key Staff Role on Design-Build Team	Employer	Years of Exp	Assigned Office City/State	Ref Project No. 1 DB 24" FM - Immokalee Rd/Logan Blvd/VB Blvd	Ref Project No. 2 DB I-75 and Collier Blvd Utility Relocation	Ref Project No. 3 Collier Blvd and Golden Gate Canal 36" Pipe Replacements	Ref Project No. 4 Marco Shores Alternative Water and Sewer Improvements	Ref Project No. 5 Marco Island NWTP Improvements	Ref Project No. 6 Ben Sawyer ICW Crossing 16" WTM	Ref Project No. 7 City of Melbourne Pineda Causeway WTM	Ref Project No. 8 DB 24" FM - Immokalee Rd/Logan Blvd/VB Blvd	Ref Project No. 9 DB I-75 and Collier Blvd Utility Relocation	Ref Project No. 10 NESA Pipeing Corridor	Ref Project No. 11 Orchid Run Water Main Ext.	Ref Project No. 12 Golden Gate PS
Louis J Gaudio	Project Manager	QE	30	Naples, Florida	●	●	●	●	●	●	●					
Dewey Noble	Senior Estimator	QE	15	Naples, Florida	●	●	●									
Eric Blair	Project Superintendent	QE	20	Naples, Florida		●	●	●	●		●					
John Daniel	HDD Supervisor	QE	22	Naples, Florida	●	●	●	●		●	●					
Luis Sanchez	HDD Project Engineer	QE	17	Naples, Florida		●		●		●	●					
Margarita Negron	Manager of Health and Safety	QE	12	Naples, Florida	●	●	●	●	●	●	●					
Isa Carreras	Project Administrator/EEO Officer	QE	11	Naples, Florida	●	●	●	●	●	●	●					
Justin Frederiksen	Senior Project Manager	GM	21	Bonita Springs, FL								●	●	●	●	●
Allyson Holland	Senior Project Manager	GM	17	Bonita Springs, FL								●	●	●	●	●
Alex Dunko	Project Manager	GM	10	Bonita Springs, FL									●	●		
Donald Saintenoy	Survey Manager	GM	18	Bonita Springs, FL								●	●		●	
Rick Featherstone	QA/QC & Construction Inspection	GM	37	Bonita Springs, FL								●	●	●	●	

● indicates Key Staff worked on the Reference Project

**ATTACHMENT B**

**QUALIFICATION CERTIFICATION**

The Undersigned presents this Qualification Submittal to be considered as a Qualified Design-Build Firm for provision of Design-Build services for the Regional Integrated Loop Phase 2B or Phase 3C Pipelines.

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

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

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

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

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

DATED this 24th day of June, 2022.

  
\_\_\_\_\_  
Signature of Affiant

Louis J. Gaudio, Vice President  
Printed Name & Title of Affiant

Quality Enterprises USA, Inc.  
Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 24th day of June, 2022, by Affiant, who is personally known to me or has produced <sup>N/A - Known</sup> as identification.

  
\_\_\_\_\_  
Notary Public

Marcie L. Cohen  
Name typed, printed or stamped



My Commission Expires: 2/11/26



# 3 | PROGRESSIVE DESIGN-BUILD TEAM SIMILAR EXPERIENCE





**REFERENCE FORM**

Consultant Name: Quality Enterprise USA, Inc.  
Role on the Project (Prime, Sub-consultant, Engineer of Record, etc.) Prime  
Reference Entity: Collier County Public Utilities  
Reference Contact Person: Zamira Deltoro  
Reference Address: 3339 Tamiami Trail East, Suite 303, Naples, Florida  
Reference Email Address: Zamira.Deltoro@Colliercountyfl.gov  
Reference Phone No.: 239-252-6279  
Project Name: Design Build 24" FM - Immokalee Rd/Logan Blvd/VB Blvd  
Project Delivery Method: Design-Build  
Project Location: Naples, Florida  
Consultant Project Manager: Fred Wiedner  
Project Engineer of Record: Grady Minor, Alex Dunko, PE  
Date Project Commenced: March 27, 2020  
Date of Final Completion: July 1, 2021  
Construction Cost (Budget & Final Costs): \$ 9,858,072.00 / \$ 7,238,251.00  
Alternative Delivery Projects (Only) Original GMP: \$9,858,072.00 Final Cost: \$ 7,238,251.00  
Qualification Satisfied:  3.a. ≥36-inch Pressure Pipeline  3.b. ≥3-MGD Firm Capacity Pump Station

3.c. Alternative Project Delivery 3.d Subaqueous Pipeline Crossing

Description of Work Performed and Explanation of Differences in Original GMP and Final Cost (GMP difference only for alternative delivery projects) :

This project involved the installation of over 19,000 LF of 24" HDPE Forcemain piping by open cut and Horizontal Directional Drilling, along with connection to existing piping and a Master Pump Station.

A portion of this project involved a subaqueous crossing under one of SFWMD major canals by Horizontal Directional Drilling of 2,000 LF of 24" HDPE. Also included an open cut across 3 active lanes of Immokalee Rd. Work was completed in 2 consecutive nights so as not to disrupt heavy traffic during daytime hours.

QE also performed a 5,200 LF Horizontal Directional Drill of 24" HDPE under in lieu of open cutting through an existing wetland area so as to simplify permitting.

All work was self performed by QE.

Difference in GMP and Final Cost:

1. County Opted to direct purchase piping to save tax
2. Portions of project were redesigned to eliminate valves and reduce cost to the county

**REFERENCE FORM**

Consultant Name: Quality Enterprises USA, Inc.  
Role on the Project (Prime, Sub-consultant, Engineer of Record, etc.) Prime  
Reference Entity: Collier County Public Utilities  
Reference Contact Person: Benjamin Bullert, PE  
Reference Address: 3339 Tamiami Trail East, Suite 303, Naples Florida  
Reference Email Address: Benjamin.Bullert@colliercountyfl.gov  
Reference Phone No.: 239-877-6339  
Project Name: Design Build I-75 and Collier Blvd Utility Relocation Project  
Project Delivery Method: Design Build  
Project Location: Naples, Florida  
Consultant Project Manager: Louis J Gaudio  
Project Engineer of Record: Grady Minor - Justin Frederiksen, PE  
Date Project Commenced: January 7, 2020  
Date of Final Completion: September 29, 2021  
Construction Cost (Budget & Final Costs): \$14,962,500.00 / \$12,414,469.00  
Alternative Delivery Projects (Only) Original GMP: \$14,962,500.00 Final Cost: \$ 12,414,469.00  
Qualification Satisfied:  3.a. ≥36-inch Pressure Pipeline  3.b. ≥3-MGD Firm Capacity Pump Station

3.c. Alternative Project Delivery  3.d. Subaqueous Pipeline Crossing

Description of Work Performed and Explanation of Differences in Original GMP and Final Cost (GMP difference only for alternative delivery projects) :

This project involved the Design, Permitting and construction of over 20,000 LF of watermain piping installation with pipe sizes varying from 24" to 36" pipe. Approximately 12,000 LF was 36" pipe installed by Horizontal Directional Drilling. Due to existing wetland areas, the team designed several Horizontal Directional Drills to avoid permitting issues. A 2,200 LF drill was performed under FDOT's I-75 Roadway.  
Project also involved connections to existing systems, including Collier County's water plant, where close coordination with Plant operations was critical.  
All work, including full restoration, was self performed by QE.

Difference in GMP and Final Cost:

1. Collier County opted to Direct Purchase all piping, valves and fittings to save tax
2. Portions of the project were redesigned to eliminate valves and piping thereby reducing cost.

**REFERENCE FORM**

Consultant Name: Quality Enterprises USA, Inc.  
Role on the Project (Prime, Sub-consultant, Engineer of Record, etc.) Prime  
Reference Entity: Collier County Public Utilities  
Reference Contact Person: Pam Libby  
Reference Address: 3333 Tamiami Trail East, Suite 303, Naples, Florida  
Reference Email Address: Pamela.Libby@Colliercountyfl.gov  
Reference Phone No.: 239-253-0215  
Project Name: Collier Blvd and Golden Gate Canal 36" Pipe Replacements  
Project Delivery Method: Design-Bid-Build  
Project Location: Naples, Florida  
Consultant Project Manager: Louis J Gaudio  
Project Engineer of Record: Johnson Engineering - Bill Saum, PE  
Date Project Commenced: June 1, 2021  
Date of Final Completion: September 17, 2021  
Construction Cost (Budget & Final Costs): \$ 1,068,970.00  
Alternative Delivery Projects (Only) Original GMP: \_\_\_\_\_ Final Cost: \_\_\_\_\_  
Qualification Satisfied:  3.a. ≥36-inch Pressure Pipeline  3.b. ≥3-MGD Firm Capacity Pump Station

3.c. Alternative Project Delivery  3.d Subaqueous Pipeline Crossing

Description of Work Performed and Explanation of Differences in Original GMP and Final Cost (GMP difference only for alternative delivery projects) : \_\_\_\_\_

Project involved the installation of 2 - 36" Pipe Crossings under the Golden Gate Canal by  
Horizontal Directional Drilling, Installation of 36" PVC by open cut and connection to  
existing lines, including connections to existing PCCP Piping. Decommissioning of a  
dual 36" Aerial Crossing.  
All Work self performed by QE.

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**REFERENCE FORM**

Consultant Name: Quality Enterprises USA, Inc.  
Role on the Project (Prime, Sub-consultant, Engineer of Record, etc.) Prime  
Reference Entity: City of Marco Island, Florida  
Reference Contact Person: Mike Daniel  
Reference Address: 50 Bald Eagle Drive, Marco Island, Florida  
Reference Email Address: Mdaniel@cityofmarcoisland.com  
Reference Phone No.: 239-825-9554  
Project Name: Marco Shores Alternative Water and Sewer Improvements Project  
Project Delivery Method: Design-Bid-Build  
Project Location: Marco Island, Florida  
Consultant Project Manager: Louis J Gaudio  
Project Engineer of Record: AECOM - Dawn Jakiela  
Date Project Commenced: September 1, 2018  
Date of Final Completion: December 1, 2019  
Construction Cost (Budget & Final Costs): \$9,089,175.00 / \$ 8,142,136.00  
Alternative Delivery Projects (Only) Original GMP: \_\_\_\_\_ Final Cost: \_\_\_\_\_  
Qualification Satisfied:  3.a. ≥36-inch Pressure Pipeline  3.b. ≥3-MGD Firm Capacity Pump Station

3.c. Alternative Project Delivery  3.d. Subaqueous Pipeline Crossing

Description of Work Performed and Explanation of Differences in Original GMP and Final Cost (GMP difference only for alternative delivery projects) : \_\_\_\_\_

The project involved the installation of over 23,000 LF of watermain and forcemain piping by open cut and horizontal directional drilling. Pipe size ranged from 16" to 24"  
A portion of the project involved 2 subaqueous drills under the marco river.  
1. 16" subaqueous drill @ 2,200 LF  
2. 20" subaqueous drill @ 2,400 LF

The project also included the construction of a 3 MGD Master Pump Station, demolition of an existing treatment plant and connections to existing lines.

Portions of this project were constructed with FDOT ROW which required heavy Maintenance of Traffic.

All work self performed by QE.

**REFERENCE FORM**

Consultant Name: Quality Enterprises USA, Inc.  
Role on the Project (Prime, Sub-consultant, Engineer of Record, etc.) Prime  
Reference Entity: City of Marco Island, Florida  
Reference Contact Person: Mike Daniel  
Reference Address: 50 Bald Eagle Drive, Marco Island, Florida  
Reference Email Address: Mdaniel@cityofmarcoisland.com  
Reference Phone No.: 239-825-9554  
Project Name: Marco Island NWTP Improvements  
Project Delivery Method: Design-Bid-Build  
Project Location: Marco Island, Florida  
Consultant Project Manager: Louis J Gaudio  
Project Engineer of Record: CH2M Hill, Scott McCoy, PE  
Date Project Commenced: March 15, 2012  
Date of Final Completion: February 10, 2013  
Construction Cost (Budget & Final Costs): \$ 2,850,436.00 / \$ 2,977,616.00  
Alternative Delivery Projects (Only) Original GMP: \_\_\_\_\_ Final Cost: \_\_\_\_\_  
Qualification Satisfied:  3.a. ≥36-inch Pressure Pipeline  3.b. ≥3-MGD Firm Capacity Pump Station

3.c. Alternative Project Delivery  3.d. Subaqueous Pipeline Crossing

Description of Work Performed and Explanation of Differences in Original GMP and Final Cost (GMP difference only for alternative delivery projects) : \_\_\_\_\_

This project involved the construction of a 3 - Pump High Service Pump Station with a capacity of 14 MGDs at Marco Islands NWTP. Incoming and discharge piping was also included and ranged in size from 16" to 36" Ductile Iron Pipe. Connections to existing lines and tanks was also performed requiring close coordination with Marco Islands Plant staff.

Construction of a single story building consisting of slabs, masonry walls, metal roofing, doors and louvers was also included as part of this contract. QE oversaw electrical and mechanical trades. All work self performed by QE except for building trades.

**REFERENCE FORM**

Consultant Name: Quality Enterprises USA, Inc.  
Role on the Project (Prime, Sub-consultant, Engineer of Record, etc.) Prime  
Reference Entity: Charleston Water System  
Reference Contact Person: James Wilson  
Reference Address: 103 St Phillips St, Charleston, SC  
Reference Email Address: wilsonjr@charlestoncpw.com  
Reference Phone No.: 843-727-6878  
Project Name: Ben Sawyer ICW Crossing 16 inch WTM  
Project Delivery Method: Design-Bid-Build  
Project Location: Mt Pleasant, South Carolina  
Consultant Project Manager: Louis J Gaudio  
Project Engineer of Record: Hussey Gay Bell - Alan Townsend, PE  
Date Project Commenced: November 1, 2020  
Date of Final Completion: April 1, 2022  
Construction Cost (Budget & Final Costs): \$ 7,405,755.00 / \$ 6,600,548.00  
Alternative Delivery Projects (Only) Original GMP: \_\_\_\_\_ Final Cost: \_\_\_\_\_  
Qualification Satisfied:  3.a. ≥36-inch Pressure Pipeline  3.b. ≥3-MGD Firm Capacity Pump Station

3.c. Alternative Project Delivery  3.d Subaqueous Pipeline Crossing

Description of Work Performed and Explanation of Differences in Original GMP and Final Cost (GMP difference only for alternative delivery projects) : \_\_\_\_\_

This project involved the installation of over 5,700 LF of watermain piping by open cut and Horizontal Directional Drill. Pipe size was 18" and consisted of steel and ductile iron pipe.

The Horizontal Directional Drill was a subaqueous drill of 5,200 LF - 18" steel pipe. Pipe assembly involved on site welding and coating of joint welds. On site welding was self performed by QE as was the HDD.

This project also included the construction of a meter vault, installation of cathodic protection, electrical and landscaping.

Connections to existing systems required coordination with Charlston Water Systems as well as Mt. Pleasant.

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**REFERENCE FORM**

Consultant Name: Quality Enterprises USA, Inc.

Role on the Project (Prime, Sub-consultant, Engineer of Record, etc.) Prime

Reference Entity: City of Melbourne

Reference Contact Person: Jennifer Spagnoli

Reference Address: 900 E Strawbridge Ave, Melbourne, Florida

Reference Email Address: Jennifer.Spagnoli@mlbfl.org

Reference Phone No.: (321) 608-5000

Project Name: Pineda Causeway Water Transmission Main

Project Delivery Method: Design-Bid-Build

Project Location: Melbourne, Florida

Consultant Project Manager: Louis J Gaudio

Project Engineer of Record: CHA- Mark Worsham, PE

Date Project Commenced: December 13, 2022

Date of Final Completion: Contract completion is 5/16/23, currently project is 2 months ahead of schedule

Construction Cost (Budget & Final Costs): \_\_\_\_\_

Alternative Delivery Projects (Only) Original GMP: \_\_\_\_\_ Final Cost: \_\_\_\_\_

Qualification Satisfied:  3.a.  $\geq$ 36-inch Pressure Pipeline  3.b.  $\geq$ 3-MGD Firm Capacity Pump Station

3.c. Alternative Project Delivery  3.d. Subaqueous Pipeline Crossing

Description of Work Performed and Explanation of Differences in Original GMP and Final Cost (GMP difference only for alternative delivery projects) : \_\_\_\_\_

This project involves the installation of over 40,000 LF of 16"-18" Water Transmission Main. Approximately 31,000 LF is being installed by Horizontal Directional Drill and 9,000 LF by open cut. Pipe material is Ductile Iron Pipe for open cut and HDPE for HDD's. Also includes 8 each Jack and Bores utilizing 30" casings.

Of the 31,000 LF of HDD, approximately 25,000 LF are subaqueous with drills lengths varying from 2,500 LF to 6,200 LF.

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Consultant Name: Q. Grady Minor & Associates, P.A.

Role on the Project (Prime, Sub-consultant, Engineer of Record, etc.) Engineer of Record

Reference Entity: Collier County Public Utilities

Reference Contact Person: Zamira Deltoro

Reference Address: 3339 Tamiami Trail East, Suite 303, Naples, Florida

Reference Email Address: Zamira.Deltoro@Colliercountyfl.gov

Reference Phone No.: 239-252-6279

Project Name: Design Build 24" FM - Immokalee Rd/Logan Blvd/VB Blvd

Project Delivery Method: Design-Build

Project Location: Naples, Florida

Consultant Project Manager: Grady Minor, Alex Dunko, PE

Project Engineer of Record: Grady Minor, Alex Dunko, PE

Date Project Commenced: March 27, 2020

Date of Final Completion: July 1, 2021

Construction Cost (Budget & Final Costs): \$ 9,858,072.00 / \$ 7,238,251.00

Alternative Delivery Projects (Only) Original GMP: \$9,858,072.00 Final Cost: \$ 7,238,251.00

Qualification Satisfied:  3.a.  $\geq$ 36-inch Pressure Pipeline  3.b.  $\geq$ 3-MGD Firm Capacity Pump Station

3.c. Alternative Project Delivery  3.d Subaqueous Pipeline Crossing

Description of Work Performed and Explanation of Differences in Original GMP and Final Cost (GMP difference only for alternative delivery projects):

GradyMinor performed the preliminary engineering, survey, design, permitting, and construction administration for this design-build project that included the installation of over 19,000 LF of 24" HDPE wastewater force main piping by open cut and Horizontal Directional Drilling (HDD), along with connection to existing piping and a Master Pump Station. Extensive coordination was required with the SFWMD to permit the subaqueous crossing under the SFWMD's Cocohatchee Canal in two location; one by HDD (2,000 LF of 24" HDPE) and a second by open cut (100 LF of 24" HDPE), due to necessary tie ins and insufficient room to cross via HDD; and to receive a ROW permit for approximately 5,200 LF of 24" HDPE within SFMWD's ROW. In order to complete the HDD crossing of the SFWMD's Canal before restoration began on an already in progress project adjacent to the work zone, QE and GradyMinor were able to design, permit, and begin the installation of the 24" HDPE crossing within 35 days of receiving a notice to proceed for the project. GradyMinor was teamed with QE, Cella Molnar, Passarella, and Earth View on this project. Difference in GMP and Final Cost: The County opted to direct purchase piping to save tax and value engineering by GradyMinor and QE to eliminate costly, unnecessary valves.

Consultant Name: Q. Grady Minor & Associates, P.A.

Role on the Project (Prime, Sub-consultant, Engineer of Record, etc.) Engineer of Record

Reference Entity: Collier County Public Utilities

Reference Contact Person: Benjamin Bullert, PE

Reference Address: 3339 Tamiami Trail East, Suite 303, Naples Florida

Reference Email Address: Benjamin.Bullert@colliercountyfl.gov

Reference Phone No.: 239-877-6339

Project Name: Design Build I-75 and Collier Blvd Utility Relocation Project

Project Delivery Method: Design Build

Project Location: Naples, Florida

Consultant Project Manager: Justin Frederiksen, PE

Project Engineer of Record: Justin Frederiksen, PE

Date Project Commenced: January 7, 2020

Date of Final Completion: September 29, 2021

Construction Cost (Budget & Final Costs): \$14,962,500.00 / \$12,414,469.00

Alternative Delivery Projects (Only) Original GMP: \$14,962,500.00 Final Cost: \$ 12,414,469.00

Qualification Satisfied:  3.a.  $\geq$ 36-inch Pressure Pipeline  3.b.  $\geq$ 3-MGD Firm Capacity Pump Station

3.c. Alternative Project Delivery  3.d. Subaqueous Pipeline Crossing

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Description of Work Performed and Explanation of Differences in Original GMP and Final Cost (GMP difference only for alternative delivery projects) :GradyMinor performed the preliminary engineering, survey, design, permitting, and construction administration for this design-build project that included over 20,000 LF of water main piping (24 to 36-inches in diameter); 12,000 LF of which was 36" HDPE installed by HDD, including 5,000 LF of HDDs under existing wetlands, 600 LF under SFWMD's Henderson Canal, and 2,200 LF HDD under FDOT's I-75. The Project also included connections to existing systems, including Collier County's water plant, where close coordination with Plant operations was critical. Additionally for this Project, GradyMinor assisted the County to ascertain 28 permanent utility and temporary construction easements from 14 underlining property owners and a consent agreement from FPL for approximately 10,000 LF of the 36-inch water main requiring extensive coordination with the property owners, FPL, and Collier County to compete this project ahead of a FDOT project that required a major Collier County water transmission main to be removed. GradyMinor was teamed with QE, Cella Molnar, Passarella, and Earth View on this project. Difference in GMP and Final Cost: The County opted to direct purchase piping to save tax and value engineering by GradyMinor and QE to eliminate costly, unnecessary valves.

Consultant Name: Q. Grady Minor & Associates, P.A.

Role on the Project (Prime, Sub-consultant, Engineer of Record, etc.) Engineer of Record

Reference Entity: Collier County Engineering and Project Management Division

Reference Contact Person: Corinne Trtan, Project Manager

Reference Address: 3339 Tamiami Trail East, Suite 303, Naples, FL 34112

Reference Email Address: corinne.trtan@colliercountyfl.gov

Reference Phone No.: 239-877-8288

Project Name: Northeast Service Area (NESA) Piping Corridor

Project Delivery Method: Design, Bid, Build

Project Location: Naples, Florida

Consultant Project Manager: Alex Dunko, PE

Project Engineer of Record: Justin Frederiksen, PE

Date Project Commenced: January 2019

Date of Final Completion: September 2021

Construction Cost (Budget & Final Costs): \$12,500,000 / \$12,500,000

Alternative Delivery Projects (Only) Original GMP: \_\_\_\_\_ Final Cost: N/A

Qualification Satisfied:  3.a.  $\geq$ 36-inch Pressure Pipeline  3.b.  $\geq$ 3-MGD Firm Capacity Pump Station

3.c. Alternative Project Delivery  3.d. Subaqueous Pipeline Crossing

Description of Work Performed and Explanation of Differences in Original GMP and Final Cost (GMP difference only for alternative delivery projects): In preperation for a future Collier County WWTP design build project, GradyMinor assisted Collier County in designing and permitting influent and effluent pipelines through an existing County Owned Parcel. The intent of the WWTP design build was to include the pipelines, however in order to save time and to commence the work before other planned projects in the same vicinity the pipelines were designed and permitted, Collier County contracted GradyMinor to complete the design and permitting. The pipe lines included approximately 2,625 LF of 36" DR21 PVC, 1,540 LF of 24" DR11 HDPE, 730 LF of 16" DR11 HPDE, 100 LF of 10" DR11 HDPE for the potable water; 3,500 LF 6" DR11 HDPE, 3,500 LF 24" DR11 HDPE, 3,450 LF 30" DR11 HDPE, 500 LF 6" DR14 PVC, 440 LF 24" DR18 PVC, 440 LF 30" DR21 PVC for raw water; and 800 LF 18" DR11 HDPE, 620 LF 24" DR11 HDPE, 700 LF 30" DR11 HDPE for wastewater.

Consultant Name: Q. Grady Minor & Associates, P.A.

Role on the Project (Prime, Sub-consultant, Engineer of Record, etc.) Engineer of Record

Reference Entity: City of Naples Utilities

Reference Contact Person: Bob Middleton, Utilities Director

Reference Address: 380 Riverside Circle, Naples Florida

Reference Email Address: [rmiddleton@naplesgov.gov](mailto:rmiddleton@naplesgov.gov)

Reference Phone No.: 239-213-4714

Project Name: Orchid Run Water Main Extension

Project Delivery Method: Design, Bid, Build

Project Location: Naples, Florida

Consultant Project Manager: Justin Frederiksen, PE

Project Engineer of Record: Justin Frederiksen, PE

Date Project Commenced: July 2015

Date of Final Completion: August 2016

Construction Cost (Budget & Final Costs): \$228,000 / \$228,000

Alternative Delivery Projects (Only) Original GMP: \_\_\_\_\_ Final Cost:

Qualification Satisfied:  3.a.  $\geq$ 36-inch Pressure Pipeline  3.b.  $\geq$ 3-MGD Firm Capacity Pump Station

3.c. Alternative Project Delivery  3.d. Subaqueous Pipeline Crossing

Description of Work Performed and Explanation of Differences in Original GMP and Final Cost (GMP difference only for alternative delivery projects): GradyMinor performed preliminary engineering, survey, design, permitting, and construction administration services for the extension of a 12-inch water main from Golden Gate Parkway to Mercantile Avenue, west of the Orchid Run Apartment complex and under the South Florida Water Management District's (SFWMD) Golden Gate Canal. The extension of the water main improved looping and reliability in the City of Naples' northeastern potable water service area. The new water main was designed, permitted, and constructed within a Florida Power & Light (FPL) easement, requiring easements from the underlying property owners and a consent agreement with FPL. Additionally, the water main was designed, permitted, and constructed with a subaqueous crossing of the Golden Gate Canal as a horizontal directional drill (HDD), requiring an environmental resource permit and a SFWMD Right-of-Way Occupancy Permit through the SFWMD. As part of this project, GradyMinor created the necessary legal descriptions and sketches for the required easements and assisted the City with the negotiation process to acquire the easements from the property owners. In addition to the SFWMD permits required for this project, GradyMinor acquired the necessary Florida Department of Protection (FDEP) General Permit for Construction of Water Main Extensions for PWSs and Collier County Right-of-Way permit.

Consultant Name: Q. Grady Minor & Associates, P.A.

Role on the Project (Prime, Sub-consultant, Engineer of Record, etc.) Engineer of Record

Reference Entity: City of Naples Utilities

Reference Contact Person: Bob Middleton, Utilities Director

Reference Address: 380 Riverside Circle, Naples Florida

Reference Email Address: [rmiddleton@naplesgov.gov](mailto:rmiddleton@naplesgov.gov)

Reference Phone No.: 239-213-4714

Project Name: Golden Gate Pump Station

Project Delivery Method: Design, Bid, Build

Project Location: Naples, Florida

Consultant Project Manager: Justin Frederiksen, PE

Project Engineer of Record: Jason Sciandra, PE

Date Project Commenced: 2010

Date of Final Completion: 2013

Construction Cost (Budget & Final Costs): \$5,300,000 / \$5,300,000

Alternative Delivery Projects (Only) Original GMP: \_\_\_\_\_ Final Cost: \_\_\_\_\_

Qualification Satisfied: 3.a.  $\geq$ 36-inch Pressure Pipeline 3.b.  $\geq$ 3-MGD Firm Capacity Pump Station

3.c. Alternative Project Delivery 3.d. Subaqueous Pipeline Crossing

Description of Work Performed and Explanation of Differences in Original GMP and Final Cost (GMP difference only for alternative delivery projects): Justin Frederiksen was the City of Naples PM for the design, permitting, and construction of the Golden Gate Canal Intake Pump Station and Transmission Main. This project included a 10 MGD intake pump station; approximately 11,500 feet of 20-inch raw water main piping; and connection to the City's WWTP where the raw water main connected to the plant ahead of the final filtration and chlorination processes. This completed project provides supplemental water to the City's reclaimed water system. The project required extensive coordination with the permitting agencies and surrounding property owners to receive the permit to withdraw surface water from the SFWMD's Golden Gate Canal and to convey the water to the City's WWTP, requiring two 20-inch subaqueous crossings of the Gordon River. Easements were required from the City of Naples Airport Authority; Bear's Paw Country Club; Coconut River Estates; the Headwater's development; Nature's Point Home Owner's Association; and the River Reach Apartments. The Pump Station included two 36" intake pipes; two 5'x16' (internal dimension) intake structures with coarse bar screens; two 3,350 GPM (design flow) submersible Variable Frequency Drive (VFD) pumps; two 3,500 GPM in-line filters (1.5 psi max pressure drop); motor operated valves; associated electrical and telemetry improvements; and a precast concrete privacy/security wall.



# 4 | PROGRESSIVE DESIGN-BUILD TEAM PROJECT APPROACH





## 4 | QE + GRADYMINOR PROJECT APPROACH

GradyMinor's Project Approach will revolve around putting the residents, businesses, and stakeholders of the *Regional Integrated Loop Phase 2B and Phase 3C Pipeline Projects* area first, while providing **sound engineered designs, clear accurate communication, and exceptional service** to the Peace River Water Authority at an economical cost. We have a solid understanding of Peace River Water Authority's scope and goals for these projects. Our approach centers around developing a firm understanding of the project's existing conditions and design goals, while leveraging our **extensive recent experience on similar utility expansion and public utility renewal projects**. If we are fortunate enough to be awarded the Project, there will not be a learning curve and we will be productive on day one. We have all the background information, extensive similar project experience, and knowledge of the Project area.

GradyMinor is highly experienced in utility expansion projects, having completed (survey, design, permitting, and construction administration) **over 70 miles of similar projects within the last 5 years alone, ~40 miles of which were for design-build projects**. Furthermore, we are currently in the **final design phase of an additional 5 miles of similar projects**.



The work we have recently completed on similar infrastructure improvement projects, within SW Florida Right-of-Ways (ROW), through easements, and underwater bodies will result in precise contract documents, fewer professional fees, and the Project's schedule and budget being met.

Over the past 5 years, GradyMinor has completed:

**70+**

miles of similar projects

**40**

miles of design-build projects

**5**

miles of similar projects  
currently in final design phase

## LESSONS LEARNED

Our **extensive recent experience on public utility renewal and utility expansion projects has not come without lessons** which we have learned from and we always incorporate into the next project we are designing. Some of the lessons we have learned and will incorporate into the *Regional Integrated Loop Phase 2B and Phase 3C Pipeline Projects* include:

### ➤ TOPOGRAPHIC SURVEY

Field topographic survey performed on typical utility expansion and public utility renewal projects often do not provide sufficient data at or near the ROW/Easement line to ensure this area of the project is adequately captured prior to construction. If there is not sufficient data at or near the ROW/Easement line, transitioning to existing, undisturbed areas may not be accounted for in the design and issues can result during construction. This can be especially critical in easements that may have been ascertained through an arduous and costly process, where the underlining property owner may already have negativity toward the project. GradyMinor has learned to extend the limits of the topographic survey to include **15 feet beyond ROW/Easement lines**.

### ➤ SUBSURFACE UTILITY LOCATES

Often the information provided by utility companies during design, commonly called **“green lines”** does not accurately depict the horizontal (or vertical) location of the existing utilities within the project area which can cause issues in construction. GradyMinor has learned that it is very important to utilize subsurface utility excavation, including **GPR** and **soft digs**, during design to determine the exact horizontal and vertical location of existing utilities within the project corridor and especially at connection points to existing utilities.

### ➤ PRECONSTRUCTION DOCUMENTATION

While all of our recent similar projects required preconstruction videos and individual property site assessments (with photographs), we have learned that a video or picture taken from the roadway does not depict well enough the conditions near and just beyond the ROW/easement lines. As a result of not having good quality clear videos or pictures near or just beyond the ROW line, we have had to heavily engage with several property owners to prove to them that damage at or near the ROW line existed before construction.

- For the *Regional Integrated Loop Phase 2B and Phase 3C Pipeline Projects* we will ensure **good quality, clear videos** and **pictures are taken prior to construction** that clearly and accurately depict the preconstruction conditions of the entire ROW/easement and just beyond the ROW/easement.

- Additionally, the **preconstruction documentation** will be captured before construction in each phase of the project begins, not the entire project area at the beginning of the project. This will **ensure improvements/changes to the existing conditions**, performed by property owners after the contract notice to proceed is issued, but before work begins in an individual phase; are captured before construction begins in each phase. We recommend that preconstruction videos and pictures are taken **no more than 10 days** before construction begins in any phase of a project.

## ► RESTORATION

No matter how well the proposed improvements below grade are constructed, the community judges every utility improvement project by the restoration above grade. We have found that it is imperative that the **restoration requirements are discussed and decided upon very early in the project** such that the community can be made aware of what to expect following the completion of the project. Some of the restoration items we will discuss early in the project with Peace River Water Authority, with the goal of coming to a consensus on the restoration requirement, such that appropriate expectations can be provided to the community.





## PROJECT UNDERSTANDING

Approximately 20 years ago, the **Peace River Manasota Regional Water Supply Authority (Authority)** began an **integrated potable water transmission and loop system with the completion of the 42-inch North Regional Transmission Main in 2002**, which connected the Peace River Water Treatment Facility with Sarasota County's T. Mabry Carlton Water Treatment Plant. A 2006 study identified and evaluated alternatives for additional areas for a **network of regional water transmission mains connecting to strategic delivery points and interconnecting the regional water production facilities.**

The Phase 1 loop system was fully completed in 2020 and provides a looped bi-directional plant-to-plant connection between the Peace River Facility and the Punta Gorda Shell Creek Water Treatment Facility. The first section of the Phase 2 loop system (Phase 2A) was completed in 2013 which provides an additional interconnection with Charlotte County and connections to the City of North Port's water system. Phase 3 extends from the Carlton WTP regional interconnect system northward toward Manatee County. Phase 3A was completed in 2011 and Phase 3B in 2020.

In 2022, the Authority completed the **Regional Integrated Loop Phase 3C Pipeline Feasibility and Routing Study** which evaluated options to meet Sarasota County's, earlier than projected, demand for potable water from the Authority at a planned point of connection (near Fruitville Road and Lorraine Road). The Study recommended the Authority proceed with construction of Phase 1 (herein called Phase 3C) facilities including approximately **9 miles of 42-inch diameter pipe** from the northern end of the existing Regional Integrated Loop Phase 3B within Sarasota County near State Road 72 immediately east of Cow Pen Slough Canal.

The pipeline will then extends generally north to the approximate intersection of Fruitville and Lorraine Roads where it will terminate at a point of connection with Sarasota County utility's existing infrastructure. A new pumping station will be located near the northern end of the Phase 3C pipeline and will include a **10 MGD pumping facility** (expandable to 30 MGD future), **one finished water ground storage tank** (estimated 5 MG) **and siting for a future ground storage tank.**



Additionally in 2022, the Authority completed the **Feasibility and Routing Study** for the Regional Integrated Loop Phase 2B and 2C Pipelines Project which to revisit feasible routing alignments, interconnect locations, and capacity requirements for the Phase 2B and Phase 2C interconnect pipelines considering current developments and future planning.

The Study recommended to proceed with the Phase 2B interconnect. **Phase 2B pipeline includes approximately 13 miles of 42-inch waterline** beginning near the western end of the existing Phase 2 Regional Interconnect and 36-inch diameter Regional Transmission Main in Charlotte County (near the intersection of Harbor Boulevard and Veterans Boulevard).

The Regional Integrated Loop Phase 2B pipeline will then extend generally westward, crossing the Myakka River and terminating at or in the vicinity of the Charlotte County Utilities Gulf Cove Booster Station. The project will include **metering facilities, telemetry, and other appurtenances** to make the project fully functional for water transfer and delivery.



## PHASE 1 | 60% DESIGN SERVICES

### PROJECT MANAGEMENT

Throughout the project life cycle, GradyMinor and QE will work together to manage the project **efficiently and effectively**. GradyMinor will utilize our recent, similar experience to lead Project Meetings. Agenda's for all meetings will be distributed 2 days before the meeting and will include, but not be limited to, the following topics: **General Contract Overview; Critical Delays; Schedule; Public Outreach; Specifications and Drawings, with subsections for Water, Wastewater, and Transportation; Restoration Requirements; Risk Register; Testing Requisitions; Permitting** (with a log); **RFIs** (with a log); **Phasing**; and **Private Utility Coordination**. Meeting notes will be distributed within 2 days of the meeting.

### PRELIMINARY ENGINEERING

For Phase 1 we will **gather and review record drawings** of existing utilities including all water, wastewater, and stormwater components; conduct an **engineering survey** of the project area; perform **soft dig investigations** of the existing utilities within the project area and at connection points to existing utilities; perform **geotechnical investigations**; perform the **hydraulic analysis** for the water system as needed; and **contact all private utilities** within the Project areas to determine the location of their utilities and if they have future plans for upgrades/relocations.

### 60% DESIGN

The 60% design will be prepared based on preliminary engineering and will incorporate existing utilities (based on record drawings and information from utilities owners); incorporate the soft dig investigation; as well as the engineering survey. The 60% design will be used to develop the **Guaranteed Maximum Price (GMP)** and to begin the permitting process.

#### Additionally, the 60% design will include:

- An initial construction phasing plan
- Detailed exhibits for the proposed connections to existing utilities
- A list of any proposed deviations from Peace River Water Authority Utility standards (with reasons for the deviation), if any
- A list of necessary easements/property (if any)

Following the Authority's review, we will conduct a **60% design review meeting** to discuss the design, proposed utility locations and sizes, proposed connection points; review comments from the Authority, and **ultimately receive the approval to move forward to the Final Design stage**.

During Phase 1, we will schedule pre-application meeting with permitting agencies, which is further discussed below.

## PHASE 2 | FINAL 100% DESIGN SERVICES

GradyMinor will work diligently for and with Authority Staff throughout the final design phase to provide the **best** and the **most economical design to satisfy the project requirements** and to **provide cost-effective operation and maintenance of the facilities**. We encourage input from the individuals that will own, operate, and maintain a system after it is complete. We feel that input from staff at all levels can make an enormous difference to the long-term satisfaction of a project. Our Team will work tirelessly to ensure a project has a long lasting positive affect on residents, community, and utility systems.

On the basis of the accepted 60% design, GradyMinor will prepare final drawings and specifications, which will provide the scope, extent and character of the work to be constructed for review and approval.

### PERMITTING

GradyMinor has extensive similar project permitting experience, our experience and knowledge will be put to use to prepare submittals and responses that contain appropriate information and levels of detail that will help eliminate extensive comments and questions by these agencies.

At the 60% design stage, GradyMinor will schedule and conduct pre-application meetings with all necessary permitting agencies.

On a recent design-build project that included several crossings of a Water Management District (WMD) Canal, **QE and GradyMinor** were able to **design, permit, and begin the installation of a canal crossing** with a **24-inch force main within 35 days of receiving a notice to proceed** for the project. This was possible because of close coordination with the WMD, including a pre-app meeting before the project was awarded. If necessary to meet the Project schedule, we will meet with the appropriate permitting agencies before the NTP is received, to begin coordination on critical construction activities.

GradyMinor typically **submits the permit applications and supporting documentation** at the **90% design stage**, but will accelerate specific designs as needed to submit permitting applications sooner than 90% if needed.





## RISK REGISTRY

A **risk register** is a **dynamic project management tool** utilized to **identify potential risks/setbacks** on a project to collectively *identify, analyze, and solve* risks before they become problems. The risk register log tracks potential risks, ranks the risk (likelihood of the risk becoming a realization), and provides tangible mitigation measures. Therefore, if the risk becomes a larger threat, **a solution is ready to prevent the risk** from adversely affecting the project.

For the *Regional Integrated Loop Phase 2B and Phase 3C Pipeline* Projects the QE and GradyMinor Team will first identify and list all the potential risks that could delay or derail the project. The register will grow/change over time as the project progresses from design through construction and until the project is complete and turned over to the Authority. Additionally, the risk register will be one of the many agenda items discussed at every progress meeting and will be accessible to all project team members on the project's Viewpoint project management page. The entire project team (including all subconsultants/contractors and Authority staff) will be asked and encouraged to contribute to the register to ensure all potential risks are identified. As risks are identified, QE and GradyMinor will analyze those risks and add the risks to the register.

Every risk in the register will have a response plan. **Four typical responses to deal with or manage risk are:**

### SHARE



*Sharing the risk involves mitigating the effects of a risk by offloading the response to a third party, such as an insurer.*

### CONTROL



*If a risk cannot be (or should not be) transferred, we will find other means to mitigate the risk. Controlling these risks typically involves padding budgets or scheduling times to accommodate them without causing disruption. This response type emphasizes the need to develop a risk register very early in a project.*

### AVOID



*If possible, the risk will be avoided altogether.*

### ACCEPT



*If a risk is unavoidable, it will be accepted and dealt with.*

# 4 | RISK REGISTER TABLE

ID	Date Raised	Risk Description	Likelihood of the Risk Occurring	Impact if Risk Occurs	Severity (rating based on likelihood and severity)	Owner (Who will manage the risk)	Mitigation Action
1	X/XX/202X	Material Delays (Excessive Lead Time)	High	High	High	QE/GM	Order critical material soon after NTP and consider having the Authority pre-purchase critical items.
2	X/XX/202X	Survey Schedule	Low	Low	Low	GM	Assign additional survey crews as needed.
3	X/XX/202X	Design Survey	Low	Medium	Medium	GM	Assign additional CAD Technicians and Engineers.
4	X/XX/202X	Permitting Schedule	Low	Medium	Medium	GM	Meet with all permitting agencies at the beginning of the project, update the agencies before the submittal of permit application packages. Follow up often with permitting agencies after permit application packages are submitted.
5	X/XX/202X	Hurricane (or Tropical Storm)	Low	Medium	Medium	QE/GM	Maintain an aggressive schedule that can absorb an extended work hold due to a hurricane, keep an up-to-date hurricane preparedness plan. If a hurricane or tropical storm does occur, initiate the approved hurricane preparedness plan.
6	X/XX/202X	PS Power Service	Low	High	Medium	GM	Begin power service coordination immediately after NTP and maintain correspondence with FPL throughout the design.
7	X/XX/202X	Environmental Risk (Buried Fuel Tank, for example)	Low	High	Low	GM/QE	Review all available information on FDEP monitored sites and research property data records along project corridor for any suspect sites (old fuel stations).
8	X/XX/202X	Utility conflicts	Low	Medium	Medium	GM/QE	Coordinate with all utility companies early in the design process. Soft dig to identify exact locations prior to construction. Coordinate with utilities to find a resolution agreed upon by all parties at the lowest cost.
9	X/XX/202X	Vibration impact from construction related activities to existing residences	Low	High	Medium	QE/CM	Establish PIO to handle complaints regarding human discomfort, vibrations to home, complaints from stakeholders, etc. Provide vibration monitoring during construction near structures, and provide vibration monitoring reports as requested.
10	X/XX/202X	Wetland Impacts	Low	Medium	Low	QE/Passarella	Thoroughly review project corridor during design and before construction begins. Consider HDD installation for avoidance of wetlands.
11	X/XX/202X	Protected Species	Low	Medium	Low	QE/Passarella	Thoroughly review project corridor during design and before construction begins. Consider HDD installation for avoidance protected species habitat.
12	X/XX/202X	HDD Frac-out	Low	Medium	Low	QE	Utilize geotechnical testing to determine depth and pressure limits for HDDs. If a Frac-out occurs, initiate the approved HDD Frac-out plan.
13	X/XX/202X	Equipment Leaks/Spills	Low	Low	Low	QE	If a leak/spill occurs, initiate QE's response plan based on the nature of the leak/spill.
14	X/XX/202X	Injury of Construction Personnel	Low	Low	Low	QE	Follow OSHA's Trenching and Excavation Safety standards. If an injury occurs, initiate QE's Health and Safety Response Plan.
15	X/XX/202X	Traffic/Pedestrian Impact	Low	Low	Low	QE	Follow QE's approved MOT plan and review the MOT installation throughout each day. If an impact outside the anticipated based on the MOT plan, cease work, secure and restore the work zone, and remove the MOT.
16	X/XX/202X	Uninformed Public Complaints	Low	Low	Low	QE/CM	Maintain an up-to-date public information plan with a website, email blasts, VMS boards. If an uninformed complaint is received, immediately make contact, provide the PIO log, and respond quickly to the person's underlying complaint.

Once the risks and the responses have been identified we will assign responsibility to each risk. The risk register will include detailed instructions on how risk owners should handle the risk should the need arise. We understand that not all response plans fit a specific cell in the register, and if necessary we will include detailed information or a link to more information with more information.

## CONSTRUCTION SERVICES

**Direct and effective communication is critical on all phases of a project, but this is especially important during the construction phase.** GradyMinor's experienced inspectors and engineers will stay in close communication with QE and Peace River Water Authority, residents, businesses, and key stakeholders. GradyMinor's engineers and inspectors have a significant amount of similar construction experience to the *Regional Integrated Loop Phase 2B and Phase 3C Pipeline* Projects and we will use our experience and knowledge during construction to ensure the project is constructed per Peace River Water Authority and all applicable regulatory agency standards, while keeping the focus on successfully completing the project on time and within the project's budget.

## PUBLIC INVOLVEMENT

GradyMinor has extensive experience with public involvement on a wide variety of projects, including projects very similar to the *Regional Integrated Loop Phase 2B and Phase 3C Pipeline* Projects.

We believe that the public involvement for every project must revolve around **building** and **maintaining public trust** while working with Authority staff to create and put into action a **coordinated public relations program** to ensure easy access to project information; the public relations effort is responsive to every request; and the information is readily understandable. **We believe that public involvement services should begin immediately and extend throughout the duration of the Project including, but not be limited:**

- Preparing a **comprehensive mailing list** for all property and business owners who will be affected by the construction of the proposed improvements
- Preparing **informational newsletters** which will describe the project, the costs associated with the project with input from the client, if applicable (*wastewater assessment for example*), and address frequently asked questions
- **Press releases** for notification to the public
- Establishing and maintaining a **Project phone**
- Maintaining the **Project Customer Service Log**
- Respond to public concerns
- Securing site and developing meeting materials for the public meetings
- Creating and maintaining a **web page** for Project



**Public Information Workshops are an important aspect of municipal projects** that will greatly impact residents, like the *Regional Integrated Loop Phase 2B and Phase 3C Pipeline* Projects, and we typically recommend that the first public meeting be held during the preliminary engineering phase. This meeting would provide general information on the approach and schedule for the entire program, provide means to introduce ourselves, and identify the most vocal residents. We would recommend holding the second public informational meeting following the completion of 90% design. The second meeting would be focused on details concerning *construction, service interruptions, and restoration*. Most projects will have residents/stakeholders that will require attention that is more personal. Face-to-face, one-on-one meetings are an easy and quick way to provide special attention to critical and vocal stakeholders. **GradyMinor and QE professionals will always be available to meet onsite one-on-one as necessary with any resident, business, or other key stakeholders.**

### **WILLINGNESS TO MEET TIME AND BUDGET REQUIREMENTS**

GradyMinor takes great pride in meeting schedule and budget requirements on all projects. We will work within the Authority's budgets and schedule to ensure a successful project at an economical cost.

All projects have challenges and where we believe GradyMinor stands apart from the crowd is how we handle challenges. We are a **nimble firm**, with a **large number of experienced engineers** that are well known for rolling their sleeves up and solving challenges quickly and adapting to challenges without affecting project schedules or budget. **The responsiveness and efficiency of our Team will not be matched**, especially by large national or international firms.

**Our Company is committed to allocating the necessary manpower and resources** to complete the *Regional Integrated Loop Phase 2B and Phase 3C Pipeline* Projects for Peace River Water Authority within the established time schedule. Often projects are delayed due to the time it takes to draft (CAD) highly detailed and accurate plan sets, GradyMinor recognized this typical bottleneck early in the company's history and began building a large CAD department with experienced engineering technicians. Today we have **ten (10) engineering (CAD) technicians** with an average of **over 15 years of experience each**. If necessary, we will put more than one technician on a project to meet a tight deadline.



**10 ENGINEERING (CAD) TECHNICIANS  
15+ YEARS EXPERIENCE EACH**

## TECHNOLOGY AT QE | A STEP ABOVE THE REST

QE's self-performance in the installation of transmission mains utilizing open cut and Horizontal Directional Drilling (HDD) makes us a unique Team and allows us to work closely with our Design Team to implement installation methods that will **provide our customers with a Quality Product and the most economical cost.**

As we have done on many recent Design-Build projects, **QE will analyze pipe routes and determine method of installation** which will result in less cost and less time. We will also work closely with our client so that input can be provided which will allow us to provide the method that best fits their needs. On recent Design-Build projects, the QE/GradyMinor team designed segments of transmission mains to be installed by HDD due to existing wetland areas. Although open cut installation may have saved cost, the time frame for the permitting process to remove and replant wetlands was such that the client elected to approve HDD method so that the transmission main could be installed and in use in a time frame better suited for them. We will also analyze the cost of restoration of pavements/driveways etc. and determine if HDD is more economical than open cut. Our **in-house ability to install piping** by either method, allows our Team to facilitate this decision and move forward in a direction without having to introduce new players as well as be at their mercy for scheduling.

Our **vast fleet of equipment** also provides us with the ability to install piping of any size normally used throughout the SW Florida region. QE's excavators, loaders and cranes have been used to install piping with sizes up to 60" in diameter and our fleet of Four (4) American Auger Drills is second to none. With the largest rig size in Florida, our American Auger 1100 has the capability to install large diameter piping and extreme lengths. Any drills that will be part of these projects, will easily be handled by our rigs.

As a **leader in the construction industry**, QE has also been focused on technology of the past 10 years. In an industry that typically lags in technology, QE has committed and invested in state of the art technology at both the office and field level to provide projects that are built to required specifications at production rates that allow us to complete project ahead of schedule.

### TECHNOLOGY IN HEAVY EQUIPMENT

Contractors can easily overlook one of the most vital aspects of well-run jobsite - the need to invest in top-of-the-line, state-of-the-art heavy construction equipment.

Construction Equipment is costly; however, this investment leads to greater employee and customer satisfaction, a fact that QE has come to realize firsthand. There is no denying that QE's well-maintained equipment fleet stands out from the rest, as the company commits to choosing machines, options, and features needed to create and maintain a state-of-the-art equipment fleet.



QE machines are fully equipped with site positioning systems for machine grading and 3D technology. QE has also invested in **Trimble sitework technology**, a site modeling program that leads to savings in material usage and manpower and improves accuracy from the ability to perform “as-built checks” or changes on the fly. Trimble technology allows QE to **achieve millimeter accuracy** with fewer passes and no manual staking, and 3D site models yield detailed progress and material movement reports.

Within QE’s advanced equipment fleet is the **Caterpillar NEXT Generation Excavator** with **built-in CAT grade** and slope technology. This machine was further upgraded to utilize a **Trimble Total Station**, ensuring the highest level of accuracy on projects like roadways or airport grading and paving and provides images when satellites (GPS) are not available due to overhead obstruction.

For utility projects, in-house models are built and implemented so that excavator operators dig to an exact elevation, insuring pipe inverts are accurate.



Many of QE’s machines (CAT dozers, excavators, and pavers) are **GPS enabled**. The integrated GPS receivers communicate with the base site station and can control blade or bucket movement. Additionally, all of QE’s mid to large excavators are equipped with the **Cat Pin Grabber Coupler system**. This upgraded feature increases machine performance, versatility, and helps to ensure jobsite safety.

## PROTECTION IN ALL DIRECTIONS



E-WALL SWING



E-WALL FORWARD



E-WALL CAB PROTECTION



E-WALL CEILING



E-WALL FLOOR

### STANDARD 2D E-FENCE TECHNOLOGY

The **standard 2D E-fence** feature automatically stops excavator motion using boundaries you set in the monitor for the entire working envelope—above, below, sides and front. E-fence features protect equipment from damage and reduce fines related to zoning or underground utility damage. Automatic boundaries even help prevent operator fatigue by reducing over-swinging and over-digging.



## TECHNOLOGY'S ROLE IN PROJECT MANAGEMENT

Further, QE utilizes the industry-leading construction ERP solution, **Vista by Viewpoint**, to manage all areas of the business. From the Office to the Field, this multi-faceted, cloud-based construction accounting suite is used throughout all phases of a project. For example, Project Managers and Superintendents can easily review AP invoices, request Purchase Orders, and complete daily reports and job billing information in the field from the Viewpoint iPad application. This allows for **real-time collaboration between the accounting and operations teams**. Additionally, the software is used to capture labor time and production units and helps facilitate safety training and weekly safety toolbox talks.

**An added benefit, the Viewpoint Team portal will allow the customer, engineer, and contractor to track and collaborate on submittals and RFIs throughout the Project**, as the web-based application will provide all parties with the current status of each document.



Complete project visibility by integrating office, field, and project teams



Reduced risk, improved and standardize workflows, and increased project quality



Deadlines met by easily managing and tracking RFIs, transmittals, etc.



QE also utilizes **Viewpoint Field Management**, an application that allows for the Superintendents to not only submit equipment maintenance work orders but to also request additional heavy equipment and vehicles from their iPad and/or iPhone directly to the jobsite. When the equipment arrives, the Superintendent confirms delivery on the application to update the Dispatch board. QE's dispatcher also verifies the location of all equipment using the GPS units tracked in HCSS Telematics.

This **direct line of communication** between the office and field reduces the need for Superintendents and crews to continually visit the office, thus allowing the project to be completed **on time, within budget** and at the **high levels of quality** that have come to characterize QE.

All of the previously discussed technology has been used on past Design-Build projects as well as current Design-Build and standard construction bid projects and has proven to be very successful. **QE recently completed 2 large utility design builds for Collier County, Florida installing over 50,000 LF combined of pipe.** Both projects, with the help of this current technology, came in ahead of schedule and under budget. QE's current design builds are similar, our Design-Build Veterans Memorial Blvd project (\$11 million) is 8 months ahead of schedule.

## SUPPLY CHAIN

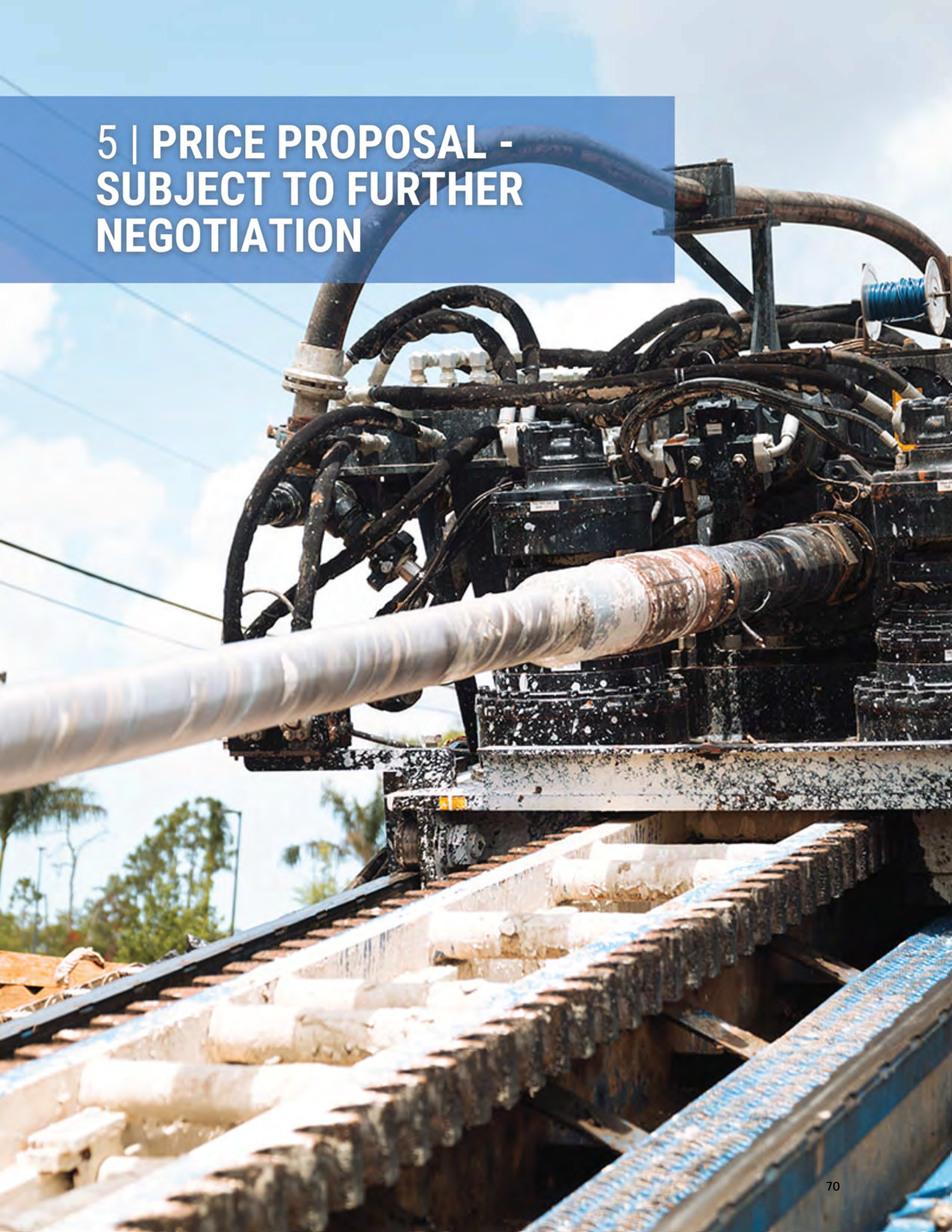
Being aware of the current state of affairs regarding material acquisitions/supply chain issues is paramount to insuring that start of construction is not delayed. To that point, QE will work closely with material suppliers and subcontractors from the onset of design to insure that these are non-issues.

QE has close ties and preferred buying power with pipe suppliers that will be involved from the onset of design to preparing shop drawings and submittals for expedited review and procurement in order to insure construction start upon issuance of permits and 100% design approval. The team will identify valve requirements in order to release these long lead items. Another avenue to utilize in order to circumvent potential supply chain issues is to work with the Peace River Manasota Regional Water Supply Authority on direct purchasing of materials. The construction of these projects is inevitable and we believe the risk in the Authority direct purchasing materials is minimal. This could also provide a tax savings and can be done during design without committing the Authority to construction costs.

Coordination of Suppliers/Subcontractors will also be crucial both during design and construction phases of the project. QE's Project Management team will involve each supplier/subcontractor during the design phase to insure constructability and material procurements to insure a seamless transition from design/permitting to construction.



**5 | PRICE PROPOSAL -  
SUBJECT TO FURTHER  
NEGOTIATION**



## 5 | PRICE PROPOSAL

**The crew rate includes all equipment necessary per specification.**

Crew includes:

- Project Manager
- Superintendent
- Foreman
- (3) Operators
- (4) Laborers/Pipe Layers
- 336 Excavator
- D6 Dozer
- 950 Loader

Additional:

- 6" Godwin Pump
- Utility Small Tools
- Trench Box
- Utility Truck

**Daily rate of \$9,500 x 20 days (8hrs/day) for a monthly rate of \$190,000.**





# 6 | FINANCIAL CAPABILITY & LEGAL



**ATTACHMENT C**

**CLAIMS, LIENS, LITIGATION HISTORY**

1. Within the past 5 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes \_\_\_ No X  
If yes, please attach additional sheet(s) to include:  
Description of every action Captions of the Litigation or Arbitration  
Amount at issue: \_\_\_\_\_ Name (s) of the attorneys representing all parties:  
\_\_\_\_\_  
Amount actually recovered, if any: \_\_\_\_\_  
Name(s) of the project owner(s)/manager(s) to include address and phone number:  
\_\_\_\_\_
2. List all pending litigation and or arbitration. None
3. List and explain all litigation and arbitration within the past five (5) years - pending, resolved, dismissed, etc. None
4. Within the past 5 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.  
None  
\_\_\_\_\_  
\_\_\_\_\_
5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job? Yes \_\_\_ No X If yes, please explain in detail:  
\_\_\_\_\_  
\_\_\_\_\_
6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes \_\_\_ No \_\_\_ If no, please explain why?  
N/A  
\_\_\_\_\_
7. List the status of all pending claims currently filed against your company:  
None  
\_\_\_\_\_

**Liquidated Damages**

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes \_\_\_ No X If yes, please explain in detail:  
\_\_\_\_\_  
\_\_\_\_\_

**(Use additional or supplemental pages as needed)**



ATTACHMENT D

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF Quality Enterprises USA, Inc. (Consultant), being of lawful age and being duly sworn I, Louis J. Gaudio (Affiant), as Vice President (Title) (ex: CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:


1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this 24th day of June, 20 22.

  
\_\_\_\_\_  
Signature of Affiant

STATE OF Florida  
COUNTY OF Collier

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 24th day of June, 2022, by Affiant, who is personally known to me or has produced N/A - Known as identification.

  
\_\_\_\_\_  
Notary Public  
Marcie L. Cohen  
Name typed, printed or stamped



My Commission Expires: 2/11/26

## 6 | FINANCIAL INDICATORS

### Times Interest Earned

Net Income 2,630,101

Interest 78,690

Revised Income 2,708,791

Income added Interest 2,708,791 = **34.42**

Interest 78,690

**Revenue to Equity** 48,507,201 = **5.47**

8,868,188

**Current Ratio** 16,178,184 = **1.50**

10,820,614





June 6, 2022

Peace River Manasota Regional Water Supply Authority  
9415 Town Center Parkway  
Lakewood Ranch, FL 34202  
Attn: Mike Coates, Executive Director

Re: Quality Enterprises USA, Inc.  
Request for Statements of Qualifications  
Progressive Design-Build Services  
Regional Integrated Loop Phase 2B and Phase 3C Pipelines

Dear Mr. Coates:

Hampton Roads Bonding has the privilege of providing bonds for Quality Enterprises USA, Inc. This account is written through Fidelity and Deposit Company of Maryland. Fidelity and Deposit Company of Maryland is licensed to transact business in Florida. They have an AM Best Rating of A+ and are listed on the U.S. Treasury Circular 570: Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies.

During our relationship, we have observed Quality Enterprises USA, Inc.'s outstanding performance and consider them to be among our most valued surety clients. In our opinion, the company is properly equipped, capably staffed and well financed. Accordingly, Quality Enterprises USA, Inc. currently has a bond program for single jobs in excess of \$75,000,000 within a \$150,000,000 aggregate. It should be understood if this fine firm needed bonds that exceed these limits the bonding company would certainly consider such a request based on their experience.

Please note, bond approval is subject satisfactory underwriting conditions including but not limited to Quality Enterprises USA, Inc.'s financial condition at the time of request, acceptable contract terms, acceptable bond forms and confirmation of full financing.

If you have any questions or concerns, please do not hesitate to call.

Sincerely,

  
Daniel J. Grygo

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 Louis J. Gaudio, Vice President  
(Print individual's name and title)

for Quality Enterprises USA, Inc.  
(Print name of entity submitting sworn statement)

whose business address is 3494 Shearwater Street, Naples, FL 34117-8414

and (if applicable) its Federal Employer Identification Number (FEIN) is 54-0947002  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:  
\_\_\_\_\_).

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

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

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

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

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

  
(Signature)

6/24/22  
(Date)

STATE OF Florida

COUNTY OF Collier

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 24th day of June, 2022 by Louis J. Gaudio as Vice President of Quality Enterprises USA, Inc., a Corporate company organized under the laws of the State of Virginia, on behalf of the company, who is personally known to me or has produced N/A - Known as identification.



  
Notary Public

Marcie L. Cohen  
Name typed, printed or stamped

My Commission Expires: 2/11/26



**Contract Holder E-Verify Registration and Affidavit**

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

**Affidavit**

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

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

A true and correct copy of **Quality Enterprises USA, Inc.** (Contract holder) proof of registration in the E-Verify system is attached to this Affidavit.

  
\_\_\_\_\_  
Signature 6/24/22  
Date

**Louis J. Gaudio, Vice President**  
\_\_\_\_\_  
Print Name

STATE OF Florida

COUNTY OF Collier

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 24th day of June, 2022 by Louis J. Gaudio (name of officer or agent, title of officer or agent) of Quality Enterprises USA, Inc. (name of Consultant company acknowledging), a Virginia (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced N/A - Known (type of identification) as identification.



  
\_\_\_\_\_  
Notary Public

Marcie L. Cohen  
\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: 2/11/26



Welcome  
Jacquelyn Horeth

Company  
QUALITY ENTERPRISES USA, INC

User ID  
JHOR2058

≡ MENU

### Company Information

<b>Company Name</b> QUALITY ENTERPRISES USA, INC	<b>Company ID Number</b> 234219	<b>Doing Business As (DBA) Name</b> --
--	------------------------------------	---

**DUNS Number**  
--

#### Physical Location

**Address 1**  
3494 Shearwater St

**Address 2**  
--

**City**  
Naples

**State**  
FL

**Zip Code**  
34117

**County**  
COLLIER

#### Mailing Address

**Address 1**  
--

**Address 2**  
--

**City**  
--

**State**  
--

**Zip Code**  
--

#### Additional Information

**Employer Identification Number**  
540947002

**Administrator**  
QUALITY ENTERPRISES  
USA INC

**Total Number of Employees**  
100 to 499

**Parent Organization**  
--

#### Organization Designation

**Employer Category**  
Federal Contractor without  
FAR E-Verify Clause

[View / Edit](#)

**NAICS Code**  
238 - SPECIALTY TRADE  
CONTRACTORS

[View / Edit](#)

**Total Hiring Sites**  
1

[View / Edit](#)

**Total Points of Contact**  
2

[View / Edit](#)

[View Original MOU Template](#)

[View MOU](#)



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U.S. Department of Homeland Security

U.S. Citizenship and Immigration Services

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[Download Viewers](#)



Florida Department of Agriculture and Consumer Services  
 Division of Consumer Services  
 Board of Professional Surveyors and Mappers  
 2005 Apalachee Pkwy Tallahassee, Florida 32399-6500  
 800HELPFLA(435-7352) or (850) 488-2221

January 26, 2021

Q GRADY MINOR AND ASSOCIATES PA  
 3800 VIA DEL REY  
 BONITA SPGS, FL 34134

RECEIVED  
 JAN 29 2021  
 Q. Grady Minor  
 & Associates, P.A.

SUBJECT: Professional Surveyor and Mapper Business Certificate # LB5151

Your application / renewal as a professional surveyor and mapper business as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2023.

You are required to keep your information with the Board current. Please visit our website at [www.800helpfla.com/psm](http://www.800helpfla.com/psm) to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here



Florida Department of Agriculture and Consumer Services  
 Division of Consumer Services  
 Board of Professional Surveyors and Mappers  
 2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No.: **LB5151**  
 Expiration Date February 28, 2023

## Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

Q GRADY MINOR AND ASSOCIATES PA  
 3800 VIA DEL REY  
 BONITA SPGS, FL 34134

*Nicole Fried*

NICOLE "NIKKI" FRIED  
 COMMISSIONER OF AGRICULTURE

Engineering firms with previous Certificates of Authorization were rolled over into the new registry. Please log into your [myfloridalicense.com](http://myfloridalicense.com) to confirm that the information for your engineering business is correct and that a qualifying agent is linked to the firm.

*Engineering firms registered with DBPR will no longer have to renew their registration, and there is no certificate or license to print.*

## Licensee Details

Licensee Information	
Name:	<b>Q. GRADY MINOR AND ASSOCIATES, P.A. (Primary Name)</b>
Main Address:	<b>3800 VIA DEL REY BONITA SPRINGS Florida 34134</b>
County:	<b>LEE</b>
License Mailing:	
LicenseLocation:	<b>3800 VIA DEL REY BONITA SPRINGS FL 339230000</b>
County:	<b>LEE</b>

License Information	
License Type:	<b>Registry</b>
Rank:	<b>Registry</b>
License Number:	<b>5151</b>
Status:	<b>Current</b>
Licensure Date:	<b>10/13/1988</b>
Expires:	





Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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



**MURRELL, HOWARD J JR**

QUALITY ENTERPRISES USA, INC.  
3494 SHEARWATER STREET  
NAPLES FL 34117

**LICENSE NUMBER: CBCA57231**

**EXPIRATION DATE: AUGUST 31, 2022**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



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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

**MURRELL, HOWARD J JR**

QUALITY ENTERPRISES USA, INC.  
3494 SHEARWATER STREET  
NAPLES FL 34117

**LICENSE NUMBER: CUC057398**

**EXPIRATION DATE: AUGUST 31, 2022**

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Ron DeSantis, Governor



## STATE OF FLORIDA

### BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

## FREDERIKSEN, JUSTIN ALEXANDER

3800 VIA DEL RAY  
BONITA SPRINGS FL 34134

**LICENSE NUMBER: PE66086**

**EXPIRATION DATE: FEBRUARY 28, 2023**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



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## Florida Department of Transportation

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

June 1, 2022

QUALITY ENTERPRISES USA, INC.  
3494 SHEARWATER STREET  
NAPLES, FLORIDA 34117

### RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

#### FDOT APPROVED WORK CLASSES:

DEBRIS REMOVAL (EMERGENCY), DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, R&R MINOR BRIDGES, SIDEWALK, CURB & GUTTER, DRIVEWAYS, UNDERGROUND UTILITIES (WATER, SEWER & FORCE MAIN) AND PUMP STATION.

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2023**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification](https://fdotwpl.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

for Alan Autry, Manager  
Contracts Administration Office

AA:cg





Florida Department of Agriculture and Consumer Services  
 Division of Consumer Services  
 Board of Professional Surveyors and Mappers  
 2005 Apalachee Pkway Tallahassee, Florida 32399-6500  
 800HELPFLA(435-7352) or (850) 488-2221

January 12, 2021

DONALD LEE SAINTENOY III  
 17589 LAUREL VALLEY RD  
 FORT MYERS, FL 33967-5007

Detach Here

SUBJECT: Professional Surveyor and Mapper License # LS6761

Your application / renewal as a professional surveyor and mapper as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2023.

You are required to keep your information with the Board current. Please visit our website at [www.800helpfla.com/psm](http://www.800helpfla.com/psm) to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.



**Florida Department of Agriculture  
 and Consumer Services  
 Board of Professional Surveyors  
 and Mappers**

**LS6761**

**Professional Surveyor and Mapper  
 DONALD LEE SAINTENOY III**

IS LICENSED under the provisions of Ch. 472 FS  
 Expiration date: February 28, 2023

Detach Here



**Florida Department of Agriculture and Consumer Services  
 Division of Consumer Services  
 Board of Professional Surveyors and Mappers  
 2005 Apalachee Pkway Tallahassee, Florida 32399-6500**

License No.: **LS6761**  
 Expiration Date February 28, 2023

**Professional Surveyor and Mapper License**  
 Under the provisions of Chapter 472, Florida Statutes

**DONALD LEE SAINTENOY III  
 17589 LAUREL VALLEY RD  
 FORT MYERS, FL 33967-5007**

*Nicole Fried*

**NICOLE "NIKKI" FRIED  
 COMMISSIONER OF AGRICULTURE**





Florida Department of Agriculture and Consumer Services  
 Division of Consumer Services  
 Board of Professional Surveyors and Mappers  
 2005 Apalachee Pkwy Tallahassee, Florida 32399-6500  
 800HELPFLA(435-7352) or (850) 488-2221

February 9, 2021

TIMOTHY JON DE VRIES  
 6881 MILL RUN CIR  
 NAPLES, FL 34109-7214

Detach Here

SUBJECT: Professional Surveyor and Mapper License # LS6758

Your application / renewal as a professional surveyor and mapper as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2023.

You are required to keep your information with the Board current. Please visit our website at [www.800helpfla.com/psm](http://www.800helpfla.com/psm) to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.



Florida Department of Agriculture and Consumer Services  
 Board of Professional Surveyors and Mappers

LS6758

Professional Surveyor and Mapper  
 TIMOTHY JON DE VRIES

IS LICENSED under the provisions of Ch. 472 FS  
 Expiration date: February 28, 2023

Detach Here



Florida Department of Agriculture and Consumer Services  
 Division of Consumer Services  
 Board of Professional Surveyors and Mappers  
 2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No.: **LS6758**

Expiration Date February 28, 2023

### Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

TIMOTHY JON DE VRIES  
 6881 MILL RUN CIR  
 NAPLES, FL 34109-7214

*Nicole Fried*

NICOLE "NIKKI" FRIED  
 COMMISSIONER OF AGRICULTURE





PROVEN EXPERIENCE



COLLABORATION



INNOVATION

**WESTRA**



**MCKIM&CREED**

**ELECTRONIC**

PROGRESSIVE DESIGN-BUILD SERVICES

# REGIONAL INTEGRATED LOOP PHASE 2B AND PHASE 3C PIPELINES

JUNE 24, 2022

SUBMITTED TO:

**PEACE RIVER MANASOTA REGIONAL  
WATER SUPPLY AUTHORITY**



**MCKIM&CREED**  
ENGINEERS SURVEYORS PLANNERS

SUBMITTED BY:

**WESTRA CONSTRUCTION**

Palmetto, Florida

941.723.1611 | westraconst.com





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June 24, 2022

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



**RE: PROGRESSIVE DESIGN-BUILD SERVICES | REGIONAL INTEGRATED LOOP PHASE 2B AND PHASE 3C PIPELINES**

Dear Members of the Selection Committee:

The Peace River Manasota Regional Water Supply Authority (Authority) is proactively embarking on two (2) large diameter potable water transmission main projects to provide reliable water services to your customers and to support future regional supply and connectivity goals.

The Authority understands that project success will depend on selecting a seasoned design-build team that will provide a technically sound approach to manage risks in order to protect the Authority's investment and meet your contractual obligations with Charlotte and Sarasota Counties. Partnering with a team where key team members have collaborated on similar design-build projects will bring added value and security to the project.

**Security of a Proven Design-Build Team.** Project success requires a team that can effectively communicate and collaborate with each other, the community, and the Authority's staff. Westra and McKim & Creed have partnered on design-build projects in southwest Florida for over 20 years, and we are fully committed to making the Authority's project our top priority. Many of our proposed team members have been delivering progressive design-build projects together for over 15 years. Through our experience and lessons learned, we can identify challenges and risks early and work together to mitigate them before they impact schedule, cost, and quality. The benefit to the Authority is a proven team that provides a high level of certainty of a successful project outcome.

**We will leverage lessons learned from our local design-build team experience so that the Authority realizes the true value of the progressive design-build process.**

Westra is located in Palmetto and will be able to fully staff the project with local resources. Our firm has developed strong relationships with the local subcontracting market and we will be able to leverage those relationships to mitigate potential supply chain and resource issues.

Similarly, McKim & Creed, along with all our subconsultants, are also local to the region and will be staffed with local resources. It will be critical to have a partner with proven, local design-build experience, a deep bench of local resources, and a leadership team that is committed to this project's success.

Westra Information	
Legal Name	Westra Construction Corp.
Company Type	Corporation
Firm Registration	CGC062888
Physical /Mailing Address	1263 12th Ave E Palmetto, FL 34221
Primary Point-of-Contact	Michael Beukema, CGC President P: 941.723.1611 E: mike@westraconst.com
Principal / Owners	Mike Beukema - President Brian Beukema - Vice President & Secretary

McKim & Creed Information	
Legal Name	McKim & Creed, Inc.
Company Type	Corporation
Firm Registration	29588
Physical /Mailing Address	551 N Cattlemen Rd #106 Sarasota, FL 34232
Primary Point-of-Contact	Robert Garland, PE, DBIA P: 941.379.3404 E: rgarland@mckimcreed.com
Principal / Owners	President/CEO - Street Lee, PE Secretary - Herb McKim, Jr. PE, PLS Treasurer - Chris Nelson

**Company History.** Since 1977, Westra Construction Corp. has been building a reputation for excellence. Westra currently has 60 employees and will be able to fully staff this project with local resources. Our staff specializes in large-diameter pipeline and booster station projects using design-build delivery methods.

Westra Construction Corp. is family-owned and state-certified as a General Contractor, CGC062888, and as an Underground Utility Contractor, CUC057151. Westra's current bonding capacity is one hundred million dollars (\$100,000,000) per single project and two hundred million dollars (\$200,000,000) aggregate.

McKim & Creed has been providing diverse planning, design, construction, and operational assistance for public utilities across the nation since 1978. They have been supporting clients throughout Florida on challenging water supply and transmission projects and have developed a reputation among their peers as a regional leader in the design-build industry. **McKim & Creed has maintained an office in Sarasota for 20 years and currently employees over 70 local permitting, design, and construction professionals. Their team can reach out to over 700 regional and national professionals to resolve unique design or construction issues or to absorb expedited schedules.**

**Business Philosophy.** Westra Construction and McKim & Creed each have a similar business philosophy of providing responsive services, which has resulted in a history of embedding teamwork and collaboration in our projects to achieve the goals of our clients - goals that are specific for each project. Our teaming experience exceeds over twenty large scale infrastructure projects which allows us to provide the right balance of technical skills and resources.

**Our Interest.** Westra Construction Corp. is committed to the Authority and looks forward to being a partner on this critical Progressive Design-Build project. The majority of our team members live in the Authority's 4-county region and we have a vested interest in delivering a cost-effective, resilient, and reliable water source for your customers.

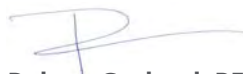
**Compliance.** Our team has diverse experience working on projects that receive federal funding and understands the administrative, cost, and audit requirements of 2 CRF Part 200. We also understand the labor requirements of Appendix II and will be compliant with the Davis-Bacon Act, and Related Acts, and will partner with the Authority to fully document compliance with all federal award requirements.

Westra Construction Corp. is committed to the Peace River Manasota Regional Water Supply Authority and looks forward to being your partner on this critical Progressive Design-Build project. The authority can be assured that we have the in-house resources to complete this project on-time and within budget. We have a bonding capacity of \$200 million and are currently obligated to only 50% of our capacity. This further demonstrates our ability to dedicate the resources required for this project.

Sincerely,



**Michael Beukema, CGC**  
President  
Westra Construction Corp.  
P: 941.723.1611  
E: mike@westraconst.com



**Robert Garland, PE, DBIA**  
Vice President  
McKim & Creed, Inc.  
P: 941.379.3404  
E: rgarland@mckimcreed.com





2

PROGRESSIVE DESIGN-BUILD  
**TEAM & STAFF QUALIFICATIONS**



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

### PROGRESSIVE DESIGN-BUILD TEAM

The Design Build Institute of America (DBIA) recommends for key design-build team members to co-locate during both the design and construction phases to enhance innovation and collaboration. The Authority also recognizes the value of selecting a local design-build team that will be responsive at all times and will be readily available to respond during times of emergency or to resolve unforeseen permitting, design, or construction issues.

The proximity of Westra’s local office to McKim & Creed’s fully staffed Sarasota office supports DBIA’s best practices. Our team members routinely shared offices on our award-winning design-build projects, allowing our proposed team members to develop mutual trust and respect for each other - a key component of a truly integrated team.

Design-Build Team Member		
<b>Westra Construction</b> 1263 12th Ave E. Palmetto, FL 34221 <b>Point-of-Contact:</b> Mike Beukema, CGC <b>P:</b> 941.723.1611 <b>E:</b> mike@westraconst.com	●	
<b>Mears</b> 7001 Gibsonton Dr Gibsonton, FL 33534 <b>Point-of-Contact:</b> Gregory Bosch <b>P:</b> greg.bosch@mearsgroup.com <b>E:</b> 832.634.2900	●	
<b>Christie &amp; Christie, Inc.</b> 135 19th Avenue SE St. Petersburg, FL 33705 <b>Point-of-Contact:</b> Jack Christie, AIA <b>P:</b> 727.686.2563 <b>E:</b> jdc135@outlook.com	●	
<b>DWJA</b> 630 S Orange Ave Sarasota, FL 34236 <b>Point-of-Contact:</b> Phillip Smith, RLA <b>P:</b> 941.366.3159 <b>E:</b> phil@dwja.net	●	
<b>Arehna Engineering</b> 5012 W Lemon St. Tampa, FL 33609 <b>Point-of-Contact:</b> Jessica McRory, PE, LEED AP <b>P:</b> 813.944.3464 <b>E:</b> jmcrory@arehna.com	●	
<b>Bradshaw Construction</b> 301 Memorial Hwy #101 Tampa, FL 33615 <b>Point-of-Contact:</b> Doug Piper <b>P:</b> 410.970.8315 <b>E:</b> dpiper@bradshawcc.com	●	
<b>McKim &amp; Creed</b> 551 N Cattlemen Rd #106 Sarasota, FL 34232 <b>Point-of-Contact:</b> Robert Garland, PE, DBIA <b>P:</b> 941.379.3404 <b>E:</b> rgarland@mckimcreed.com	●	
<b>Valerin Group</b> 3903 Northdale Blvd, Tampa, FL 33624 <b>Point-of-Contact:</b> Valerie Ciudad-Real <b>P:</b> 813.751.0478 <b>E:</b> Valerie@valerin-group.com	●	
<b>Environmental Science Associates</b> 4200 W Cypress St #450 Tampa, FL 33607 <b>Point-of-Contact:</b> Douglas Skurski <b>P:</b> 813.207.7200 <b>E:</b> dskurski@esassoc.com	●	
<b>V&amp;A</b> 9040 Town Center Parkwa Lakewood Ranch, FL 34202 <b>Point-of-Contact:</b> David Hunniford, P.E <b>P:</b> 941.259.0941 <b>E:</b> dhunniford@vaengineering.com	●	
<b>Half Associates</b> 1000 N Ashley Dr #900 Tampa, FL 33602 <b>Point-of-Contact:</b> Michael Osipov, PE <b>P:</b> 813.221.4980 <b>E:</b> mosipov@half.com	●	
<b>Horses First, Inc.</b> 453 SE Naranja Avenue Port St. Lucie, FL 34983 <b>Point-of-Contact:</b> Kathleen Coffey, PSP <b>P:</b> 813.393.6868 <b>E:</b> kcoffey@horsesfirstinc.com	●	



## B Consultant's Licenses and Certifications

Our design-build team members are all licensed to conduct business in the State of Florida. Our proposed Project Manager and Design Manager are also certified professionals through the Design-Build Institute of America. Copies of licenses issued to the key business entities and key personnel are presented below. Firm licenses for Westra and McKim & Creed are presented in Section C.





Ron DeSantis, Governor

STATE OF FLORIDA

FBPE  
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

BOARD OF PROFESSIONAL ENGINEERS  
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**WEHNER, DAVID C.**  
4032 LICULSTRUM DRIVE  
PALM HARBOR FL 34685

LICENSE NUMBER: PE59541  
EXPIRATION DATE: FEBRUARY 28, 2023  
Always verify licenses online at MyFloridaLicense.com

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**PETERS, BLAKE**  
4527 KIMLINDA LN  
SARASOTA FL 34243

LICENSE NUMBER: PE64429  
EXPIRATION DATE: FEBRUARY 28, 2023  
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**KECK, DANIEL WADE**  
220 WEST GARDEN ST.  
SUITE 700  
PENSACOLA FL 32502

LICENSE NUMBER: PE50489  
EXPIRATION DATE: FEBRUARY 28, 2023  
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**CERTIFICATE OF COMPLETION**

PROUDLY PRESENTED TO  
**Blake Peters**

Certification Number: U-112-14409      Expiration Date: 2/20/2025

*Sheila Joy*  
Sheila Joy  
Executive Director

MAPEE  
LACP  
MACPE

Note: The individual is not an employee or partner of NABSO. The individual acknowledges and agrees that NABSO does not endorse or control the individual and that NABSO shall not be responsible for any acts or omissions of the individual.

Ron DeSantis, Governor

STATE OF FLORIDA

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**SMITH, ROBERT SCOTT**  
2471 OAK DRIVE  
LONGWOOD FL 32779

LICENSE NUMBER: PE59505  
EXPIRATION DATE: FEBRUARY 28, 2023  
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**KHAN, OMAR**  
2464 NW 118 TERRACE  
CORAL SPRINGS FL 33065

LICENSE NUMBER: PE75524  
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**STATE OF FLORIDA**

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**WILLSON, GLENN HARROLD**  
 1000 BROADWAY  
 SUITE 320  
 OAKLAND CA 94607

LICENSE NUMBER: PE86800  
 EXPIRATION DATE: FEBRUARY 28, 2023

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Department of Business Professional Regulation

HOME CONTACT US MY FL

**LICENSEE DETAILS** 4:15:09 PM

**Licensee Information**

Name	CHRISTIE, JOHN D (Primary Name) CHRISTIE & CHRISTIE INC (DBA Name)
Main Address	136 19TH AVE SE ST PETERSBURG Florida 33705
County	PINELLAS

**License Information**

License Type	Architect
Rank	Architect
License Number	AR0016722
Status	Current,Active
Licensure Date	06/18/1999
Expires	02/28/2023

**Special Qualifications** Qualification Effective

**Alternate Names**

Ron DeSantis, Governor

**STATE OF FLORIDA**

**BOARD OF PROFESSIONAL ENGINEERS**

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**HUNNIFORD, DAVID JOHN**  
 4786 LITTLE JOHN TRAIL  
 SARASOTA FL 342320000

LICENSE NUMBER: PE49314  
 EXPIRATION DATE: FEBRUARY 28, 2023

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Ron DeSantis, Governor

**STATE OF FLORIDA**

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SPECIAL INSPECTOR NUMBER: 0666

**ANDERSON, AUGUSTUS EMMETT III**  
 11131 FALLGATE POINT COURT  
 JACKSONVILLE FL 32256

LICENSE NUMBER: PE34779  
 EXPIRATION DATE: FEBRUARY 28, 2023

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

**STATE OF FLORIDA**

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**ALBANO, CARL ROSS**  
 6241 SAWYER LOOP RD  
 UNIT 105  
 SARASOTA FL 34238

LICENSE NUMBER: PE94258  
 EXPIRATION DATE: FEBRUARY 28, 2023

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**HAUDRICOURT, AUBREY ARMAND**  
 51 ISLAND WAY  
 UNIT 1005  
 CLEARWATER FL 33767

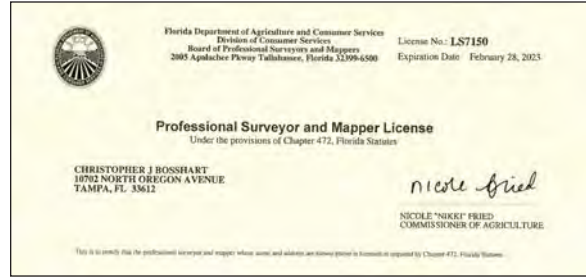
LICENSE NUMBER: PE6861  
 EXPIRATION DATE: FEBRUARY 28, 2023

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LICENSEE DETAILS	
<b>Licensee Information</b>	
Name:	OSIPOV, MICHAEL ANTHONY (Primary Name)
Main Address:	7327 SWAN LAKE DRIVE NEW PORT RICHEY Florida 34655
County:	PASCO
<b>License Information</b>	
License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	41136
Status:	Current,Active
Licensure Date:	02/09/1989
Expires:	02/28/2023
<b>Special Qualifications</b>	Qualification Effective



**C Demonstrate Proposer’s minimum compliance with the Design-Build requirements of Section 287.055, Florida Statutes.**

Westra is certified to engage in contracting as a registered general contractor and qualifies as a “design-build firm” pursuant to Section 287.055, Florida Statutes.

In addition, McKim & Creed is qualified to practice engineering in the State Florida.



<b>Licensee Information</b>	
Name:	MCKIM & CREED, INC. (Primary Name)
Main Address:	3903 NORTHDAL BLVD SUITE 1153 TAMPA Florida 33624
County:	HILLSBOROUGH
<b>License Information</b>	
License Type:	Registry
Rank:	Registry
License Number:	29588
Status:	Current
Licensure Date:	06/29/2011
Expires:	
<b>Special Qualifications</b>	Qualification Effective



**D** Provide a written overview of the experience between the Prime Contractor and Prime Engineer, including projects of similar size, length and complexity.

**WESTRA**



**MCKIM & CREED**

**OVER 20 YEARS COLLABORATING ON ALTERNATIVE DELIVERY PROJECTS**

## Westra Construction

### PRIME CONTRACTOR

Westra has been providing utility infrastructure construction and rehabilitation services for over 45 years. The majority of our business focuses on utilities for public agencies throughout southwest Florida. Since 1977, Westra has successfully completed 650 projects ranging in size from small emergency repair work to urban design-build projects exceeding \$80 million.

Westra's corporate headquarters is located in Palmetto, Florida and this project will be fully staffed with local resources. All of our staff reside in the local region generating over \$1 Billion in revenue that has been put back into the community.

The Westra/McKim & Creed relationship began in 1998 on the North Clearwater Beach Reclaimed Water System designed by McKim & Creed for the City of Clearwater. Since then, we have completed 20 local projects together that have included over 67 miles of pipeline.

Westra Construction Corp. takes great pride in having built our reputation as an established and successful design-build contractor. Our 20+ years of experience in delivering contractor led design-build work has afforded us the ability to understand the fundamental keys to success in the collaborative delivery of construction projects.

Westra's design-build experience began over 20 years ago when it started on an endeavor with McKim & Creed to complete the Falkenburg to South County Reclaimed Water Transmission Main project for Hillsborough County. Although we had worked together on prior projects, this was the beginning of a relationship that would be followed with 8 local design-build pipeline projects, all which were led by Westra.

## McKim & Creed, Inc.

### PRIME DESIGN FIRM

**Award-Winning Design-Build Team Experience.** We are pleased to partner once again with McKim & Creed to provide the Authority with unmatched local design-build pipeline experience. Through the design-build delivery process we have installed over 202,000 LF of pipeline together.

Recently, Westra and McKim & Creed completed the \$26 million Dale Mabry Diversion Force Main and Reclaimed Water Transmission Main Design-Build Project for Hillsborough County. The project went on to win the 2017 Florida Chapter APWA Project of the Year, as well as the 2017 Florida Region DBIA Project of the Year Award. This project serves as an award-winning example of how our team will provide the Authority with the experience, resources, risk mitigation, and public relation skills necessary to complete this project on time, within budget, and to the satisfaction of all stakeholders.

### Unique Qualifications and Benefits

- ✔ Westra and McKim & Creed have teamed together on local, comparable design-build projects for over 20 years and the key personnel proposed for this project have collaborated on multiple design-build projects.
- ✔ Our integrated team has a proven track record of delivering design-build projects on time and under budget using DBIA Best Practices to foster collaboration and drive innovation.
- ✔ Our proven approach integrates value engineering and risk management into the design and construction phases, executing a work plan that minimizes community disruption and protects the environment.

## DESIGN-BUILD EXPERIENCE

The Authority understands the importance of selecting an experienced design-build team that will provide a proven, risk-based approach to successfully complete the Regional Integrated Loop Phase 2B and Phase 3C Pipeline projects. Meeting the Authority's schedule is critical to achieving the mission of supplying your customers with reliable service and meeting your contractual obligations. A team that promotes design-build best practices will bring added value to the project by fostering teamwork and collaboration between all stakeholders, integrating value engineering into the design and construction phases, and executing a work plan that minimizes community disruption and protects the environment.

The Design-Build Institute of America's (DBIA) best practices state that an ideal design-build team is composed of "players with whom have successful design-build experience." DBIA also recognizes that owners should be concerned when the designer and contractor have not previously worked together on design-build projects. Our team exemplifies DBIA's best practices, which have been demonstrated by numerous projects where we used the same design-build team members to deliver successful projects to our clients in southwest Florida

We propose to execute this project using a core group of local, design-build professionals who have a vast history of successfully completing projects together (See Table 2.1). Our fully integrated team understands the design-build process, offers the right balance of innovation and cost competitiveness, and has developed an approach to meet the Authority's goals and objectives.



## TRENCHLESS TECHNOLOGY EXPERTISE

McKim & Creed has proven experience performing trenchless crossings of environmentally sensitive lands and waterways throughout Florida. **The Dale Mabry Design-Build Project included 16 HDD's totaling 17,400 feet to minimize community impacts and mitigate impacts to surface waters and forested wetlands. The drills were completed without environmental incidents.**

In addition, Mears and Bradshaw have joined our team as exclusive construction partners. They are global leaders in trenchless technologies and have teamed with our engineering partners on challenging HDD and microtunneling projects across Florida. Mears is also an industry leader in the evaluation, design, and installation of cathodic protection systems for large-diameter pipes. This partnership will bring the Authority added value in designing and constructing a resilient system.

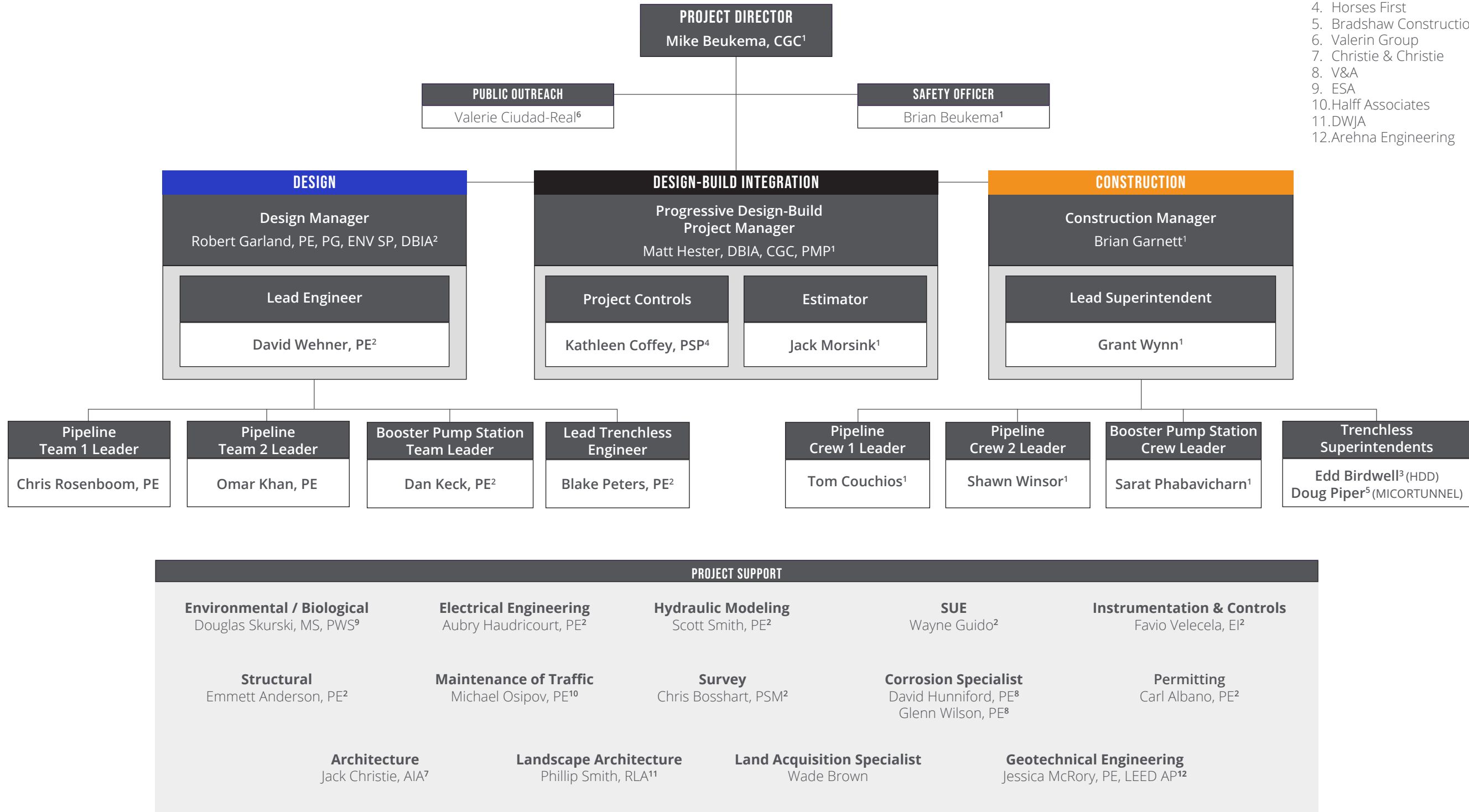
TABLE 2.1 | Design-Build Experience

Local Design-Build Projects	TEAM				Features						
	Westra	McKim & Creed	Valerin Group	Horses First	Pipe Size	Length	Congested ROW	Subaqueous	HDD	Environmentally Sensitive	Fast-Tracked Schedule
<b>Dale Mabry Diversion Force Main Project</b> <i>Hillsborough County</i>	●	●	●	●	20"-36"	72,600 LF	●	●	●	●	●
<b>FY19 CIP Water Main Improvements GMP 1</b> <i>City of Tampa</i>	●	●	●	●	8"-16"	95,400 LF	●		●		●
<b>FY19 CIP Water Main Improvements GMP 2</b> <i>City of Tampa</i>	●	●	●	●	8"-16"	7,100 LF	●		●		
<b>FY20-25 CIP Water Main Improvements</b> <i>City of Tampa</i>	●	●	●	●	4"-24"	131,000 LF	●		●		
<b>Faulkenburg to South County Reclaimed Water Transmission Main, Hillsborough County</b>	●	●	●		24"-30"	73,000 LF	●	●	●	●	
<b>2008 Downtown Water Main Improvements</b> <i>City of Tampa</i>	●		●	●	8"-12"	21,676 LF	●	●			
<b>South County Water Main</b> <i>Hillsborough County</i>	●	●	●	●	42"-48"	52,800	●			●	●

**E**

**ORGANIZATIONAL CHART**

Regional Integrated Loop Phase 2B and Phase 3C Pipelines



**TEAM MEMBERS**

1. Westra
2. McKim & Creed
3. Mears
4. Horses First
5. Bradshaw Construction
6. Valerin Group
7. Christie & Christie
8. V&A
9. ESA
10. Half Associates
11. DWJA
12. Arehna Engineering



# E1

## KEY PROJECT TEAM

Our focus throughout this proposal is to demonstrate that the Westra / McKim & Creed team offers you a responsive, collaborative, and proven partner to support the Authority and deliver a successful Project. Our team will provide the Authority with the following values:

 <b>A RESPONSIVE PARTNER</b>	 <b>A COLLABORATIVE PARTNER</b>	 <b>A PROVEN PARTNER</b>
<ul style="list-style-type: none"> <li>✓ All team members are local to the Region, a short distance to the project and the Authority's offices.</li> </ul>	<ul style="list-style-type: none"> <li>✓ The team has been providing design-build services together for over 20 years.</li> </ul>	<ul style="list-style-type: none"> <li>✓ Our design-build projects are recognized as award winning projects that follow DBIA best processes.</li> </ul>
<p>Our team provides the Authority with unmatched resources and a fully integrated design-build delivery team.</p>	<p>Our team will leverage lessons learned from other successful pipeline projects in urban corridors to achieve stakeholder goals.</p>	<p>We are Personally Invested! Our team is local and will leverage our local project design-build experience to ensure the Authority's success.</p>

**GETTING THE RIGHT TEAM FOR THE PROJECT IS THE FIRST STEP IN EXCEEDING YOUR EXPECTATIONS. WE HAVE ASSEMBLED A HIGHLY-QUALIFIED, EXPERIENCED TEAM WITH EXPERTISE IN ALL TECHNICAL AREAS INCLUDED IN THE REQUEST FOR QUALIFICATIONS.**



**Mike Beukema, CGC**  
PROJECT DIRECTOR

Mike Beukema, CGC understands the criticality of providing reliable water services and meeting your contractual milestones. He will serve as Project Director, and as a hands-on owner, he will commit the resources and quality of work required to deliver this time sensitive project.

### UNIQUE QUALIFICATIONS

- ✓ Constructed over 1.3 Million Linear Feet of Pipelines in Southwest Florida
- ✓ Proven Experience Installing Long Distance Ductile Iron and Welded Steel Mains up to 72 Inches in Diameter
- ✓ Directed and/or Managed 7 Local Pipeline Design-Build Projects in Congested Corridors

Mike understands the local construction market and strategically added two national trenchless contractors to the team to ensure that our team has the right balance of local resources with national support to be responsive on this project.



**Valerie Ciudad-Real**  
PUBLIC OUTREACH

Valerie has more than 30 years of experience in public relations, marketing, community outreach, and project management. As a senior community outreach specialist, Valerie develops and implements public information and community awareness/outreach plans for a variety of infrastructure projects for cities, counties, FDOT, transit agencies and expressway authorities. As part of the community outreach efforts, Valerie handles media inquiries, attends progress meetings, meets face to face with project stakeholders, and documents all communications relating to the project.

### UNIQUE QUALIFICATIONS

- ✓ Understands public relations challenges of utility construction projects in urban areas
- ✓ Will work to identify potential concerns from local residents, businesses and neighboring properties
- ✓ Experience conducting the public information campaigns for pump stations and pipelines



**Robert Garland, PE, DBIA, ENV SP**  
DESIGN MANAGER

Robert will serve as Design Manager and will coordinate all pre-construction activities directly with the Authority and Owner’s Advisor (OA). He will also serve as the primary team liaison with the Authority for stakeholder engagement and value engineering throughout construction.

**UNIQUE QUALIFICATIONS**

- ✔ DBIA Credentialed Professional
- ✔ Approved DBIA Credential Instructor
- ✔ Former Licensed Contractor

Robert has completed over \$1 billion in design-build projects as a contractor, design manager, and owner’s advisor. This diverse background will ensure that the Authority receives the true benefits of the progressive design-build and value engineering processes.



**Matt Hester, DBIA, CGC, PMP**  
PROGRESSIVE DESIGN-BUILD PROJECT MANAGER

As Project Manager, Matt Hester, DBIA, CGC, PMP will focus on the management of team resources to ensure compliance with the Design Criteria and achieve stakeholder satisfaction. Monitoring and adjusting resources to meet all project milestones will be his top priority.

**UNIQUE QUALIFICATIONS**

- ✔ DBIA Credentialed Professional
- ✔ Certified General Contractor
- ✔ Project Management Professional

Matt served in a similar role for large-diameter pipeline projects in highly congested corridors for the City of Tampa’s \$200 Million UCAP Program, which was delivered using progressive design-build, and will leverage lessons learned from those projects to deliver timely and community-friendly services.



**Brian Garnett**  
CONSTRUCTION MANAGER

Brian has been assigned as the Construction Manager and will provide constructability reviews during pre-construction. He will manage multiple construction crews and will proactively resolve construction conflicts in a timely manner to protect the schedule.

**UNIQUE QUALIFICATIONS**

- ✔ Completed over \$300 million in utility projects throughout southwest Florida and understands local market conditions
- ✔ Served as construction manager for Hillsborough County’s Dale Mabry Diversion Force Main and RCW Transmission Main Design-Build Project

Brian will focus on field production rates during construction and will serve as our field ambassador to aggressively resolve real or perceived community issues in a timely manner. Our demonstrated field ambassador approach has reduced public complaints by 95% when compared to projects of similar complexity.



**David Wehner, PE**  
LEAD ENGINEER

David will serve as the Lead Engineer and Engineer-of-Record and will manage multiple planning, permitting, and design groups to achieve schedule milestones. He served in a similar role for Hillsborough County’s fast-tracked Dale Mabry Design-Build Project which was completed on time and within budget.

**UNIQUE QUALIFICATIONS**

- ✔ FDOT Advanced Maintenance of Traffic Professional
- ✔ Proven Execution of Time Sensitive Design-Build Projects
- ✔ Recognized Open Cut and Trenchless Design and Permitting Specialist

David served in a similar role for FDOT’s Gateway Expressway Design-Build Project, which included extensive utility design coordination with 8 Owners, 12 discipline designers from 9 design firms, 7 third-party franchises, and 4 CEI firms. His experience gained from this project will facilitate timely coordination with the multiple permitting and stakeholder groups associated with the Regional Integrated Loop Pipeline Projects.



**Dan Keck, PE**  
**BOOSTER PUMP STATION TEAM LEADER**

Dan will serve as lead for the design of the booster pump station. His technical expertise includes large pumping facilities/conveyance systems, hydraulic evaluations and computer modeling, hydraulic control strategies and innovative corrosion control strategies. Dan has led many evaluations and design teams to improve facility resiliency and reliability.

**UNIQUE QUALIFICATIONS**

- ✔ Extensive experience with managing water pump station projects, coupled with his nationally recognized pumping expertise provides an optimum combination of skills that will directly benefit the Authority on this project
- ✔ Technical expert in Pumping Systems and Hydraulics

As a nationally recognized expert in Pumping Systems, Dan has commonly been requested by clients across the nation to provide third-party independent design reviews or root-cause analyses for failed or problematic pumping systems.



**Blake Peters, PE**  
**LEAD TRENCHLESS ENGINEER**

Blake understands the unique design and construction challenges of congested, urban corridors. He has successfully implemented the use to trenchless installation to minimize surface impacts within urban areas. In addition, Blake has been involved with several horizontal directional drilling projects where he utilized advanced modeling software (BoreAid) to provide a more thorough evaluation of pipe stresses, soil conditions, overburden pressures, horizontal bends and other factors influencing a successful trenchless installation.

**UNIQUE QUALIFICATIONS**

- ✔ Designed over 100,000 LF of directional drills
- ✔ Extensive experience with large diameter pipeline installation by open cut and trenchless technologies
- ✔ He is a regionally recognized HDD and pipeline

specialist and is viewed as the “go to engineer” in Florida by HDD contractors



**Grant Wynn**  
**LEAD SUPERINTENDENT**

As Pipeline Superintendent, Grant will be responsible to direct, guide and mentor foremen and crews; maintain project schedules; prepare quantities for monthly pay applications; work with engineers to maintain a set of “As-Builts”; ensure proper job cost reporting; and implementation of Westra’s safety policy in the field.

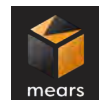
**UNIQUE QUALIFICATIONS**

- ✔ Excess of 24 years in the underground construction industry, including design-build projects
- ✔ Experience constructing water mains and pumping stations

**PROVEN SUBCONSULTANTS**

Specialty trade contractors and consultants have been selected to complement our team’s services to bring added benefits to the Authority, including innovative and creative solutions, enhanced risk management, and reduced community impacts.

**Mears**  
**DIRECTIONAL DRILLING CONTRACTOR**



Mears is a global leader in HDD contracting and cathodic protection of transmission mains. They have performed similar drills in the Tampa Bay Region and understand local geotechnical conditions. Mears has completed complex HDD design-build projects with McKim & Creed to resolve unique permitting, environmental, and subsurface conditions. This will bring added value to the project during pre-construction or Phase 1 services when evaluating subaqueous crossings or refining the alignment and construction techniques to minimize community

disruption and to protect the environment when evaluating subaqueous crossings.

**UNIQUE QUALIFICATIONS**

- ✔ Diameters Exceeding 42"
- ✔ Lengths Approaching 7,000'
- ✔ World Record Setting HDD Lengths and Diameters

**Bradshaw Construction**  
MICROTUNNELING



Bradshaw Construction completed the first microtunnel in the Mid-Atlantic in 1991. Currently, Bradshaw owns and operates the largest fleet of microtunneling equipment in the US. Bradshaw recently microtunneled a single drive 1,055 linear feet 48" steel casing under I-75 in Hillsborough County and has partnered with our team members on several subaqueous crossings as part of the City of Tampa's UCAP program - delivered using progressive design build.

**UNIQUE QUALIFICATIONS**

- ✔ Over 20 years' experience completing microtunnels throughout the East and Midwest US
- ✔ Using tunneling techniques instead of open cut can be much safer and tend to cause less disruption to the public
- ✔ Works with the owner and design engineer to incorporate value engineering solutions during preconstruction or Phase 1 services

**The Valerin Group**  
PUBLIC OUTREACH



Valerin, Westra, and McKim & Creed are an award-winning Design-Build team who are currently delivering the City of Tampa's FY20-25 CIP Water Main Improvements Design-Build Project and Hillsborough County's 42-inch water main project. Throughout the many projects that we have completed together, the fundamental key to our success has been building a synergetic approach to public outreach. This team will build upon our pre-established culture to turn over a quality project to the Owner while invariably serving its customers.

**UNIQUE QUALIFICATIONS**

- ✔ Understands public relations challenges of utility construction projects in downtown areas.
- ✔ Will work to identify potential concerns from local residents, businesses and neighboring properties.
- ✔ History working with the the Westra/McKim & Creed team for seamless integration of methods to promote positive interaction with stakeholders.

**Horses First**  
SCHEDULING



Horses First, Inc. (Horses First) is a team of management consultants providing scheduling services to the engineering and construction Industry. Kathy Coffey, President of Horses First, Inc. is a prime example of the work force development within Westra Construction Corp.

**UNIQUE QUALIFICATIONS**

- ✔ Horses First teamed with Westra and McKim & Creed on all their Design-Build projects including the City's FY 19 and FY 20-25 Water Main Improvement projects
- ✔ Horses First brings critical path scheduling and controls to the team to ensure success — based on 36 years of experience with project scheduling and administration

**ESA**  
ENVIRONMENTAL / BIOLOGICAL



Environmental Science Associates (ESA) is a multi-disciplined environmental consulting firm with over 50 years of local experience. ESA has grown into a broad-based, employee-owned, environmental consulting and planning firm with core values that promote sustainability and environmental management. Their nimble, multidisciplinary teams allow them to bring project-specific expertise to the local level.

**UNIQUE QUALIFICATIONS**

- ✔ Completed numerous FDEP, SWFWMD and USACE permits with McKim & Creed - expedited permitting process, including wetlands jurisdictional determinations, protected species surveys, and mitigation plans
- ✔ Strong relationships with local regulatory agencies – relationships built on mutual respect and trust,

results in practical, timely, efficient solutions for environmental challenges

- ✔ Regionally recognized “go-to” consultants for habitat monitoring and environmental compliance - will protect the construction schedule from unforeseen issues
- ✔ Extensive working relationship with the Authority, including design and implementation of the Authority’s long-term hydrobiological monitoring program (HBMP)

**Halff**  
MAINTENANCE OF TRAFFIC



Halff Associates was selected based on their proven MOT planning and design experience for complex roadway and utility projects along similar FDOT and Sarasota/Charlotte County rights-of-way.

**UNIQUE QUALIFICATIONS**

- ✔ Temporary Closures of High-Volume FDOT Lanes
- ✔ MOT for Construction through High-Volume FDOT Intersections
- ✔ Temporary Traffic Controls to Facilitate Lane Closures

**V&A Consulting Engineers**  
CORROSION SPECIALIST



Municipal agencies and their constituents across the United States retain V&A to advise during the design of new infrastructure and to assess existing assets. V&A focuses on the design, evaluation, and planning of corrosion control techniques for water and wastewater related infrastructure, including pipelines. Using modern testing technology, they evaluate conditions to recommend the most effective corrosion protection needed to extend the life of municipal assets.

**UNIQUE QUALIFICATIONS**

- ✔ V&A assessed the cathodic protection system performance on the Authority’s 42-inch, 48-inch, 54-inch, and 66-inch pipelines in 2021 and 2022. This extensive field testing provided V&A insight that can be applied to development of cost effective corrosion mitigation designs for the Authority’s new pipelines
- ✔ V&A utilizes the industry’s latest technology, materials, and methods to mitigate corrosive effects on assets

- ✔ Investment in appropriate project specific corrosion protection techniques will result in maximizing the value and age of the water transmission pipeline main.

**Christie & Christie**  
ARCHITECTURE



Christie & Christie, Inc. is an architectural consulting company that provides design, permitting, bidding, and construction phase services. They have worked with McKim & Creed as a consultant for multiple water pump station facilities. More recently they worked with McKim & Creed on the City of Sarasota’s award-winning Lift Station 87 project.

**UNIQUE QUALIFICATIONS**

- ✔ Specializes in utility infrastructure buildings that provide functional and efficient layouts for operator-friendly and safe work environments
- ✔ Designs utility operation buildings that include energy-efficient and flexible designs
- ✔ More than two decades of experience with McKim & Creed, serving as architect for water booster pump station projects

**DWJA**  
LANDSCAPE ARCHITECTURE



David W. Johnston Associates, Inc. (DWJA) Landscape Architects established in September of 1982, is a professional consulting firm specializing in innovative designs and quality implementation. The firm is experienced and skillful in the application of computer aided design allowing for more innovative design solutions. As Landscape Architects, their design experience and construction knowledge help clients translate their goals into reality.

**UNIQUE QUALIFICATIONS**

- ✔ Sustainable use of landscapes to promote native plants
- ✔ Has partnered with our team to develop pump station designs that are embraced by the community

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**F** Key Personnel Resumes

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**Resumes for our key team members are presented on the following pages.**





# Mike Beukema, CGC



## PROJECT DIRECTOR

Mike Beukema will serve as Design-Build Team Manager for this project. He will be the primary point of contact for the County and will concentrate on project delivery – maintaining the project schedule and managing project resources. He has achieved success using various delivery methods, including progressive design-build. Mr. Beukema has completed \$410 Million in pipeline transmission main work within the Tampa Bay Regional Partnership Area and understands the unique challenges associated with neighborhood-level utility projects. Mike has worked alongside McKim & Creed on over 18 projects, including 6 that were design-build, to identify significant cost savings through value engineering and team-led easement acquisitions.

## QUALIFICATIONS

- ✔ Successfully completed local design-build pipeline projects in restricted, urban corridors
- ✔ Completed over \$410 million in pipeline work
- ✔ Constructed water mains up to 72" inches in diameter

## EDUCATION

A.A., Manatee County Community College

## LICENSURE

Certified General Contractors License #CGC062888

Certified Underground Utility License #CUC057151

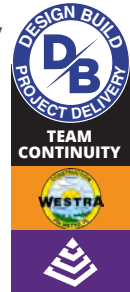
National Utility Contractors Leadership Development course

O.S.H.A. Certified Competent Person

## ► Project Experience

### Dale Mabry Force Main & Reclaimed Transmission Main, Hillsborough County, FL:

Project Manager for the design and construction of over 72,600 LF of 20-inch through 36-inch force main and reclaimed water transmission through environmentally sensitive areas, the highly traveled Citrus Park Dr. and Gunn Hwy corridor, and residential neighborhoods. The project utilized 16 horizontal directional drills totaling over 11,000 LF to minimize environmental and traffic impacts. The project required close coordination with two other projects integral to the NWRWRF Consolidation Program, FL Gas Transmission and FDOT's expansion of the Veterans Expressway. The project's aggressive schedule included 24 months for design, permitting, construction, and commissioning of over 12 miles of large-diameter force mains and reclaimed water mains. In an effort to expedite project schedule, Mike led easement acquisition efforts to secure the land necessary to accommodate the new pipelines.



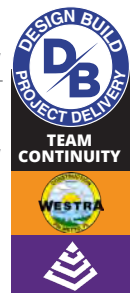
### Hillsborough County Booster Pump Station, Hillsborough County, FL:

Project Director for the construction of a 50 MGD Booster Pump Station to service the South County area of Hillsborough County to provide a higher level of water pressure for customers living in that area. The pump station included site construction of a 12,500-square-foot building along with retention ponds, a backup generator, a paved circular entrance with card reader gates, a security system, landscape and irrigation. A pipeline connection to the existing 42" PCCP pipeline from the Lithia Water Treatment Plant was installed alongside Big Bend Road and a 2" intake line to the Booster Pump Station along with a 42" return Booster line.



### South County Water Main, Hillsborough County, FL:

Project Manager for this design-build project that includes the design, construction and permitting and construction of 11.5 miles of 42- and 48-inch water mains by early 2024. Initial services included surveying, SUE, environmental surveys, a route/alignment study, corrosivity evaluation and mitigation plan, hydraulic/transient modeling, pipe material selection, and community outreach. The route was designed and permitted in 3 distinct segments to allow construction of the segments at each end of the route to be initiated while the design was being finalized for an alternate route for the middle segment.





**South Central Hillsborough Intertie 72" Transmission Water Main Tampa Bay Water, Tampa, FL:**

Executive Vice President / Sr. Estimator for this project that included 11 microtunnel crossings and the crossing of major roadways: SR 60 and the crosstown expressway, requiring lane closures, detailed MOT plans and coordination with businesses to maintain commercial accesses. The project team furnished and installed approximately 33,000 feet of 72- inch steel raw water piping. Approximately 1,750 feet of special crossing (road/railway) in casing or tunnels were furnished and installed, as was approximately 5,400 feet of 24-inch Class 51 ductile iron water transmission main.

**University I-75 Force Main, Phase II, Sarasota County, FL:**

Executive Vice President for the installation of 33,000 LF of 24-inch – 36-inch force main consisting of high-density polyethylene (HDPE), ductile iron and PVC pipe. The project also involved the construction of two master lift stations and three miles of road restoration. The pipeline was installed by traditional open cut methods and utilized three, 36-inch horizontal direction drills to avoid impacts to wetlands, drainage channels and roadways.

**Falkenburg Reclaimed Water, Hillsborough County, FL:**

President / Sr. Estimator for this project that consisted of approximately 73,000 LF of 24-inch ductile iron reclaimed water pipeline following a predetermined route and a 2,300 LF 36-inch HDPE directional drill. It was the responsibility of design-builder to prepare the final specification and construction drawings, based on the Design Criteria Package for the installation of the new pipeline. Design-builder was also responsible for obtaining all relevant and necessary permits related to the installation of this pipeline. All work was subject to rigorous QC/QA, and MOT plans and dust control measures were maintained throughout. Utilizing various value engineering workshops, the 42" HDPE casing proposed during the original design to cross the Alafia River was determined unnecessary and was therefore eliminated resulting in a cost savings of \$515,000 to the County.



**North Palm River Water Expansion Project, Hillsborough County, FL:**

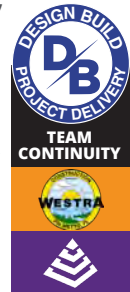
Project Manager for the design, permitting and construction of 45,000' of 6" and 8" water main extended potable water service, including 380 new water services to areas of Palm River north of Causeway Boulevard. The new



water system connected at multiple points to both City of Tampa and Hillsborough County water mains. The water main system was installed with a combination of horizontal directional drill and open cut methods, in such a way to minimize over impacts to roadways and local traffic. Included, Maintenance of Traffic during construction and full restoration of impacts to the right-of-way and roadway. For each parcel in the new service area, the water service connection is extended to the limits of the existing right-of-way and "stubbed out" for future connection by the homeowner.

**FY19 CIP Water Main Improvements, City of Tampa, FL:**

President / Construction Manager for this project that involved the design, permitting and construction of approximately 102,000 LF of 4 thru 24-inch diameter water mains located within 20 project areas throughout the City of Tampa to replace old and redundant water mains and improve water service and quality. The project included extensive public outreach services tailored to fit the City's needs and site-specific tree surveys to identify grand and protected trees within the project area to safeguard the City's assets. Survey, subsurface utility engineering (SUE) and geotechnical assistance rounded out the services provided by the design-build team to the City. This project had strong commitment to inclusiveness and maintained a WMBE/SLBE utilization rate of 31.4% during GMP1. This percentage far surpasses the County's 10% goal.



**TECO Polk Water Project Reclaimed Water Pipeline, Polk County, FL:**

TECO's aggressive schedule, a requirement of special safety training, and environmental concerns were key components to the successful completion of this project. The installation of 78,000 LF of nominal 30-inch diameter reclaimed water pipeline was required to transfer water from the City of Lakeland's Wetland Treatment System to Tampa Electric's Polk Power Station to receive additional treatment at a new Reclaimed Water Treatment Plant (RTP by others) for use in the power plant's cooling water system. Westra furnished & installed isolation plug valves and valve boxes, combination air release/ vacuum relief valves, restrained & unrestrained 30-inch PVC DR 21 & DR 25 by direct bury method, 36-inch (IPS) DR 11 HDPE by horizontal directional drill method, and nine jack-and-bore crossings using a 48-inch diameter steel casing with 30-inch PVC carrier pipe.



## Matt Hester, DBIA, CGC, PMP

### PROGRESSIVE DESIGN-BUILD PROJECT MANAGER

Mr. Hester has worked on both pipeline and booster pump station projects under design-build delivery. His project experience includes traditional, progressive design-build (DB), and construction management at-risk (CMAR) delivery methods on more than 15 pipeline projects, many of which included large diameter pipe. Mr. Hester's experience includes design and construction (project) management, bid preparation, guaranteed maximum price (GMP) development, public involvement outreach, minority business utilization, scheduling, permitting inspection, cost controls, value engineering, and field management.

### QUALIFICATIONS

- ✔ DBIA Credentialed Professional
- ✔ Over nine years of experience with local construction projects
- ✔ Experienced in successful, regional, Contractor-led, Progressive Design-Build utility projects
- ✔ Matt specializes in providing community-friendly solutions for water main projects throughout the Tampa Bay Region

### EDUCATION

B.S., Business Management, Finance, Southeastern University

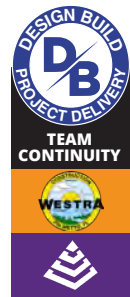
### LICENSURE

Project Management Professional (PMP)  
 OSHA 10 hour and CPR/AED Trained  
 Certified Safety Professional  
 Qualified Compliance Inspector of Stormwater in Florida  
 Certified General Contractors License  
 #CGC1527369

### ▶ Project Experience

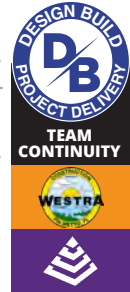
#### **Dale Mabry Diversion Force Main and Reclaimed Water Transmission Main, Hillsborough County, FL:**

This project included the design and construction of over 72,600 LF of 20-inch through 36-inch force main and reclaimed water transmission through environmentally sensitive areas, the highly traveled Citrus Park Dr. and Gunn Hwy corridor, and residential neighborhoods. The project utilized 16 horizontal directional drills totaling over 11,000 LF to minimize environmental and traffic impacts. The project required close coordination with two other projects integral to the NWRWRF Consolidation Program, FL Gas Transmission and FDOT's expansion of the Veterans Expressway.



#### **South County Water Main, Hillsborough County, FL:**

Project Manager for this design-build project that includes the design, construction and permitting and construction of 11.5 miles of 42- and 48-inch water mains by early 2024. Initial services included surveying, SUE, environmental surveys, a route/alignment study, corrosivity evaluation and mitigation plan, hydraulic/transient modeling, pipe material selection, and community outreach. The route was designed and permitted in 3 distinct segments to allow construction of the segments at each end of the route to be initiated while the design was being finalized for an alternate route for the middle segment.



#### **Hillsborough County Booster Pump Station, Hillsborough County, FL:**

Project Manager for the construction of a 50 MGD Booster Pump Station to service the South County area of Hillsborough County to provide a higher level of water pressure for customers living in that area. The pump station included site construction of a 12,500-square-foot building along with retention ponds, a backup generator, a paved circular entrance with card reader gates, a security system, landscape and irrigation. A pipeline connection to the existing 42" PCCP pipeline from the Lithia Water Treatment Plant was installed alongside Big Bend Road and a 2" intake line to the Booster Pump Station along with a 42" return Booster line.



**Peace River 42-Inch Regional Transmission Main, Peace River Manasota Regional Water Supply Authority:**

Westra constructed and installed a fully operational 42-inch pipeline transmission main. The project included 22.7 miles (119,523 LF) of northwest steel, 42-inch pipeline, valve assemblies, air valve assemblies, meter facilities, flowoff assemblies, corrosion control systems, bridge replacements, access roads, and the disinfection and testing of the pipeline.

**FY19 CIP Water Main Improvements, City of Tampa, FL:**

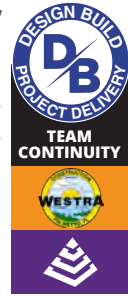
Project Manager. This project involved the design, permitting and construction of approximately 102,000 LF of 4 thru 24-inch diameter water mains located within 20 project areas throughout the City of Tampa to replace old and redundant water mains and improve water service and quality. The project included extensive public outreach services tailored to fit the City's needs and site-specific tree surveys to identify grand and protected trees within the project area to safeguard the City's assets. Survey, subsurface utility engineering (SUE), and geotechnical assistance rounded out the services provided by the design-build team to the City. Due to the large and diverse project area, permits were required from the Hillsborough County Health Department, Hillsborough County Environmental Protection Commission, Hillsborough County ROW, City of Tampa ROW, CXS ROW, the Florida Department of Environmental Protection, and the Florida Department of Transportation. The project utilized three separate Guaranteed Maximum Price (GMP) contracts to expedite the project.



mains. The water main system was installed with a combination of horizontal directional drill and open cut methods, in such a way to minimize over impacts to roadways and local traffic. Included, Maintenance of Traffic during construction and full restoration of impacts to the right-of-way and roadway. For each parcel in the new service area, the water service connection extended to the limits of the existing right-of-way and "stubbed out" for future connection by the homeowner.

**Downtown Water Distribution Mains, City of Tampa, FL:**

As Project Manager on this \$17 million project, Matt oversaw all aspects of the design, constructability, and value engineering reviews, scheduling, cost estimates, preparation of maintenance of traffic plans, public outreach and involvement, and inspection for 33,000' of 12-inch distribution mains in the inner business district of the City of Tampa, which included 1,200' of tunnels and 500' of horizontal directional drill installations.



**Water Transmission Main, City of Tampa, FL:**

Performed many critical tasks as Construction Manager for this \$25-million UCAP project. The project consisted of design, constructability, and value engineering reviews. Assisted in schedule preparation, cost estimating, preparation of maintenance of traffic plans, public outreach and involvement, inspection, and construction of 27,000' of 42-inch diameter transmission mains, including over 1,000' of microtunnels under major arterial highways.

**University I-75 Force Main, Phase II, Sarasota County, FL:**

Construction Manager for the installation of 33,000 LF of 24-inch – 36-inch force main consisting of high-density polyethylene (HDPE), ductile iron and PVC pipe. The project also involved the construction of two master lift stations and three miles of road restoration. Project included extensive MOT and FDOT coordination to streamline roadway restoration, increase safety, and minimize traffic impacts.

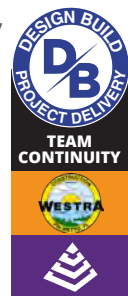
**North Palm River Water Expansion, Hillsborough County, FL:**

Mr. Hester served as Project Manager for this project the design, permitting and construction of 45,000' of 6" and 8" water main extended potable water service, including 380 new water services to areas of Palm River north of Causeway Boulevard. The new water system connected at multiple points to both City of Tampa and Hillsborough County water



**FY20-25 Water Main Improvements, City of Tampa, FL:**

Served as project manager for this project that consisted of a 5-year contract to replace old and undersized water mains throughout the City of Tampa based on the City's assessment of replacement needs. Over 131,000 LF of water main between 4 and 24-inches in diameter was replaced within congested residential neighborhoods. The design-build team was responsible for providing all services required to complete the design, permitting and construction of the water mains through multiple GMPs that includes, design and construction allowances to handle unforeseen conditions including soil contamination, relocation of water meters from "back to front", environmental concerns and grand tree assessment/preservation.





# Robert Garland, PE, DBIA, ENV SP

## DESIGN MANAGER

Robert has completed over \$1 billion in diverse design-build projects for federal, state, and local agencies as a contractor, design manager, and owner's advisor. In addition to being a professional engineer, he is also a former licensed contractor in 5 states and understands the nuances of installing large-diameter pipes in congested corridors using open cut and trenchless technologies. This diverse background will ensure that potential conflicts are identified upfront to protect this project's aggressive schedule. Robert specializes in regulatory agency negotiations, stakeholder consensus building, proactive community outreach, and risk management.

## QUALIFICATIONS

- ✔ 35+ years managing and executing projects of similar under continuing service contracts
- ✔ Performed Value Engineering on local utility construction projects
- ✔ Collaborative Delivery Specialist with extensive experience performing value engineering & constructability reviews
- ✔ Licensed contractor in four states (inactive) and passed Florida's General Contractor and Underground Utility Licensure Exams

## EDUCATION

B.S., Civil Engineering,  
Vanderbilt University

## LICENSURE

Professional Engineer: FL  
#64329  
Credentialed Envision  
Sustainability Professional

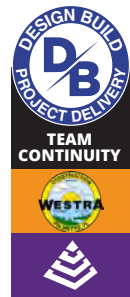
## AFFILIATIONS

Design Build Institute of  
America (DBIA)  
American Public Works  
Association (APWA)

## ▶ Project Experience

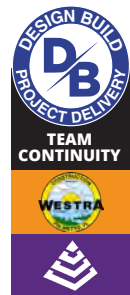
### **Dale Mabry Diversion Force Main and Reclaimed Water Transmission Main, Hillsborough County, FL:**

Design Manager for the design of over 72,600 LF of 36-inch force main and reclaimed water transmission through environmentally sensitive areas, the highly traveled Citrus Park Dr. and Gunn Hwy corridor, and residential neighborhoods. The project utilized 16 horizontal directional drills totaling over 11,000 LF to minimize environmental and traffic impacts. The project required close coordination with two other projects integral to the NWRWRF Consolidation Program, FL Gas Transmission and FDOT's expansion of the Veterans Expressway. This project was recognized as the 2017 Environmental Project of the Year by the Florida Chapter, APWA based on the team implementing ENVISION Gold standards throughout the planning, design, and construction process. The project was recognized by DBIA and APWA as projects of the year in 2017 due to its innovative design, construction management, and community engagement techniques.



### **South County Water Main, Hillsborough County, FL:**

Design Manager for this design-build project that includes the design, construction and permitting and construction of 11.5 miles of 42- and 48-inch water mains by early 2024. Initial services included surveying, SUE, environmental surveys, a route/alignment study, corrosivity evaluation and mitigation plan, hydraulic/transient modeling, pipe material selection, and community outreach. The route was designed and permitted in 3 distinct segments to allow construction of the segments at each end of the route to be initiated while the design was being finalized for an alternate route for the middle segment.



### **FY19 CIP Water Main Improvements, City of Tampa, FL:**

Project Director. This project involved the design, permitting, and construction of approximately 102,000 LF of water mains located within 20 project areas throughout the City of Tampa to replace aged water mains and improve water service and quality. The project included extensive tree surveys to identify grand and protected trees within the project area to safeguard the City's assets. Services also included site assessment, limited remediation, and the development of revised construction methods to safely install the utilities through an unforeseen contaminated zone.



**CIAC Water Transmission Main, City of Tampa, FL:**

Design Manager. This project was provided under the Tampa Utility Capital Improvements Program (UCAP). This \$25 million project included the design, constructability, and value engineering reviews, resource management, review of maintenance of traffic (MOT) plans, public outreach and engagement, and conflict resolution of 27,000 linear feet of 24- to 48-inch transmission mains, including over 1,000 linear feet of micro-tunnels under populated urban residential areas within the City of Tampa's business district. This transmission main project was completed below the GMP, resulting in shared cost savings with the city.



**12th Street Force Main Replacement, City of Tampa, FL:**

Design Manager. This project was provided under the Tampa Utility Capital Improvements Projects. This \$19 million project included constructability and value engineering reviews, schedule preparation, cost estimating, preparation of MOT plans, public outreach and involvement, and inspection and construction of 23,500 linear feet of 42- to 48-inch force mains, including over 1,100 linear feet of micro-tunnels with 60-inch casings under major highways and a sensitive crossing of the Hillsborough River.



**Lift Station 87, City of Sarasota, FL:** Design Manager for planning, design, and permitting of a new, above-ground master lift station to handle one-third of the City's wastewater. Included in the design was the replacement of wastewater mains up to 36 inches in diameter, including over 1,200 LF of trenchless installations with casing sizes up to 60 inches in diameter; and relocation of City and franchise utilities. Located in a city park, the lift station was designed to withstand the wind and water impacts of a Category 3 hurricane and required extensive architectural and landscaping work to blend the facility into the residential neighborhood. Initial tasks included public outreach meetings and design charettes to evaluate the financial, environmental, social, and construction impacts of the project. Detailed MOT plans were developed to minimize impacts to local residences and businesses during project development and construction. The \$50 million project was designed, permitted, and constructed in three phases to manage risks and protect the City's investment.

**Halifax River Force Main Improvements, City of Daytona Beach, FL:**

Project Manager for the design, permitting and construction phase services for the installation of 2,300 LF of 30-inch diameter FPVC force main by a subaqueous horizontal directional drill (HDD) under the Halifax River (Intracoastal Waterway). The project included federal and local permits including acquisition of a sovereign submerged lands easement. To protect the surrounding homes from excessive noise, a sound barrier was installed around the perimeter of the drill rig staging area. This project was presented at the ASCE UESI Pipeline 2018 Conference. BoreAid® predicted a high hydrofracture risk. McKim & Creed required the contractor to install a conductor casing during HDD installation. Hydrofracture risk prevention protected against project delays, protected the environment, and reduced exposure to potential fines by regulatory authorities.

**Lift Station 10 Improvements, City of Daytona Beach, FL:**

QA/QC manager for design, permitting, bidding and construction services for this improvement project that included 10,050 LF of new 30-inch force main and 1,000 LF of 24-inch force main, and installation of 8,170 LF of cured-in-place liner in an existing 30-inch PCCP pipeline. The 30-inch ductile iron pipe was installed via horizontal directional drill (HDD) at the US Hwy 92 (International Speedway Boulevard), I-95 and the Tomoka River crossings. This portion of the project also included two jack-and-bore installations under I-95 and US Hwy 92. The Construction methods were selected to minimize traffic impacts. Construction contract time was extended an average of five months due to the additional work elements requested by the City. Even with the extension, the project was finished by the original completion date.





# David Wehner, PE

## LEAD ENGINEER

Mr. Wehner provides more than 23 years of experience as a civil engineer providing transmission and distribution utility infrastructure design and relocation engineering. As a senior project manager, Mr. Wehner has been responsible for overseeing preliminary and final design, permitting, bidding, and construction management and observation services on local utility pipeline projects ranging from 2-inches to 54-inches in diameter. He has also designed lift stations with capacities exceeding 20 mgd.

## QUALIFICATIONS

- ✔ Over 23 years of experience designing over 200 miles of local pipeline systems
- ✔ Has led design-build utility infrastructure projects exceeding \$70M in construction value over the past three years
- ✔ Pipeline engineer on six Westra/McKim & Creed Design-Build Projects

## EDUCATION

B.S., Civil Engineering,  
University of South Florida

## LICENSURE

Professional Engineer, FL  
#59541

FDOT Advanced  
Maintenance of Traffic

## AFFILIATIONS

Florida Water  
Environment Federation

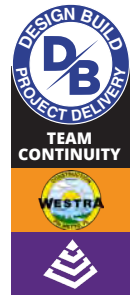
American Water Works  
Association

Design-Build Institute of  
America

## ► Project Experience

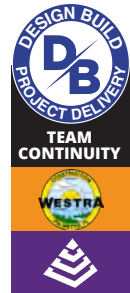
### **Dale Mabry Diversion Force Main and Reclaimed Water Transmission Main, Hillsborough County, FL:**

Mr. Wehner served as Senior Project Manager and Engineer-of-Record, overseeing the construction of over 72,600 LF of 20-inch to 36-inch force main and reclaimed water transmission main through environmentally sensitive areas. The project utilized 16 horizontal directional drills totaling more than 11,000 LF to minimize environmental and traffic impacts. The project required close coordination with two other projects integral to the NWRWRF Consolidation Program. This award-winning project was recognized in 2017 both by the Florida American Public Works Association and Design-Build Institute of America, Florida Region.



### **South County Water Main, Hillsborough County, FL:**

Lead Pipeline Engineer for this design-build project that includes the design, construction and permitting and construction of 11.5 miles of 42- and 48-inch water mains by early 2024. Initial services included surveying, SUE, environmental surveys, a route/alignment study, corrosivity evaluation and mitigation plan, hydraulic/transient modeling, pipe material selection, and community outreach. The route was designed and permitted in 3 distinct segments to allow construction of the segments at each end of the route to be initiated while the design was being finalized for an alternate route for the middle segment.

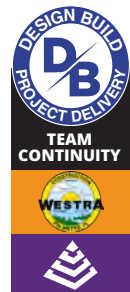


### **South County Potable Water Re-Pump Station, Hillsborough County, FL:**

Project Manager. Hillsborough County was experiencing low system pressure at peak demands in the South-Central Service Area. To address this operational limitation, Hillsborough County retained McKim & Creed to design a 12.5 mgd potable water re-pump station and a 3 MG potable water ground storage tank. During the initial phase, our team provided a preliminary engineering report; and final design, permitting, public relations and bidding phase services.

### **FY19 CIP Water Main Improvements, City of Tampa, FL:**

Project Manager. This project involved the design, permitting and construction of approximately 102,000 LF of 4 thru 24-inch diameter water mains located within 20 project areas throughout the City of Tampa to replace old and redundant water mains and improve water service and quality. The project included extensive public outreach services tailored to fit the City's needs and site-





specific tree surveys to identify grand and protected trees within the project area to safeguard the City's assets.

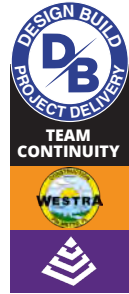
**Siesta Key to Casey Key Water Main Design, Sarasota County, Sarasota, FL:** Project Manager for approximately 4,100 LF of 6", 8" and 10" diameter potable water main. The proposed method of construction was comprised of open trench installation on the main land and installation of 2,700 LF of 10" diameter SDR 9 HDPE potable water main by a subaqueous horizontal directional drill (HDD) under the Intracoastal Waterway and sensitive environmental preserves. This project received the American Public Works Association (APWA) 2013 Florida Chapter project of the year award in the energy repair category for projects within \$5 million and was presented at the 2013 NASTT No-Dig Show.

**MARS Transmission Main, Manatee County, FL:** Project Engineer for the design of 83,000 LF of 30-inch ductile iron reclaimed water main as part of the Manatee Agricultural Reuse System (MARS). The majority of the pipe was installed using open-cut trench installation, approximately 15,000 LF of which was along SR 64, a major east-west corridor into the City of Bradenton as well as connecting to an existing utility at US 75.

**Capri Isle Pumping Station & Madeira Beach Pressure Reducing Valve Improvements, Pinellas County, Treasure Island, FL:** Project Manager. Pinellas County engaged McKim & Creed to provide project management and a Preliminary Engineering Report (PER), design, permitting, bidding, Civil 3D documents, and construction observation services for the rehabilitation of the Isle of Capri Pumping Station that was constructed in the late 1970's. The project included replacement of three booster pumps, new variable frequency drives, evaluation and reconstruction of electrical systems, valve replacements, pipe modifications, replacement of three flow meters and existing vaults, bridge crane rail repair, building rehabilitation, raising interior elevations 1 foot above current Category III storm surge elevation of 16 feet and replacement of existing louvers and/or additional louvers to meet current building code, evaluation and design of water barrier system, electrical room HVAC replacement, and instrumentation and controls services.

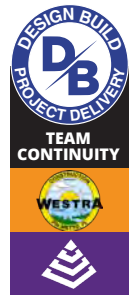
**Falkenburg Reclaimed Water, Hillsborough County, FL: Project Engineer on this**

design-build project that consisted of approximately 73,000 LF of 24-inch ductile iron reclaimed water pipeline following a predetermined route and a 2,300 LF 36- inch HDPE directional drill. It was the responsibility of design-builder to prepare the final specification and construction drawings, based on the Design Criteria Package for the installation of the new pipeline. Design-builder was also responsible for obtaining all relevant and necessary permits related to the installation of this pipeline. All work was subject to rigorous QC/QA, and MOT plans and dust control measures were maintained throughout. The Team successfully utilized the design-build delivery method to provide the County with a project that was on schedule and under budget by approximately \$991,000.



**FY20-25 Water Main Improvements, City of Tampa, FL:**

This project consists of a 5-year contract to replace old and undersized water mains throughout the City of Tampa based on the City's assessment of replacement needs. It is anticipated that over 131,000 LF of water main between 4 and 24-inches in diameter will be replaced within congested residential neighborhoods. The design-build team is responsible for providing all services required to complete the design, permitting, and construction of the water mains through multiple GMPs that include design and construction allowances to handle unforeseen conditions including soil contamination, relocation of water meters from "back to front", environmental concerns and grand tree assessment/preservation.



**PCCP Replacement PH III, City of St. Petersburg, FL:**

Project engineer for the design to replace existing 36-inch Pre-stressed Concrete Cylinder Pipe (PCCP) with 3,200 LF of 30- inch and 7,900 LF of 36- inch DI pipe. The existing 36-inch PCCP reclaimed water transmission main was originally installed in 1976/1977. As a result of a pipe rupture, and the subsequent investigation of the pre-stressed concrete cylinder pipe, the City decided to replace the existing reclaimed water main over three construction contracts as part of the Phase III project.



# Blake Peters, PE, PACP

## LEAD TRENCHLESS ENGINEER

Mr. Peters offers more than 21 years of experience in the planning, design, permitting, cost estimating, and managing of water and reclaimed water pipeline projects. Blake has successfully implemented the use of trenchless installation to minimize surface impacts within urban areas. In addition, Blake has been involved with several horizontal directional drilling projects where he utilized advanced modeling software (BoreAid) to provide a more thorough evaluation of pipe stresses, soil conditions, overburden pressures, horizontal bends, and other factors influencing a successful trenchless installation.

### ► Project Experience

## QUALIFICATIONS

- ✔ 34 years of experience with water and reuse water utility engineering
- ✔ Integrated Water Resources Master Planning Experience
- ✔ HDD and Jack and Bore Design
- ✔ BoreAid-Trained
- ✔ Micro-tunneling Design

## EDUCATION

B.S., Civil Engineering,  
California State  
Polytechnic University,  
Pomona

## LICENSURE

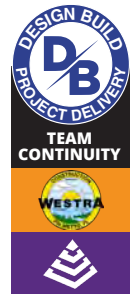
Professional Engineer,  
FL #64429  
Professional Engineer,  
CA #65555  
Pipeline Assessment  
Certification Program  
Manhole Assessment  
Certification Program  
Lateral Assessment  
Certification Program

## AFFILIATIONS

North American Society  
For Trenchless Technology  
(NASTT)  
  
National Association of  
Sewer Service Companies  
(NASSCO)

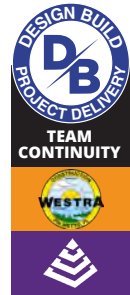
### **Dale Mabry Force Main & Reclaimed Transmission Main, Hillsborough County, FL:**

Project Engineer for the design and construction of over 72,600 LF of 20 through 36" force main and reclaimed water transmission through environmentally sensitive areas, the highly traveled Citrus Park Dr. and Gunn Hwy corridor, and residential neighborhoods. The project utilized 16 horizontal directional drills totaling over 11,000 LF to minimize environmental and traffic impacts. The project required close coordination with two other projects integral to the NWRWF Consolidation Program, FL Gas Transmission, and FDOT's expansion of the Veterans Expressway.



### **FY19 CIP Water Main Improvements, City of Tampa, FL:**

This project involved the design, permitting and construction of approximately 102,000 LF of 4 through 24-inch diameter water mains located within 20 project areas throughout the City of Tampa to replace old and redundant water mains and improve water service and quality. Much of this water main replacement work was designed and installed using both open cut and horizontal directional drill (HDD) technology.



### **Siesta Key to Casey Key Water Main Design, Sarasota County, FL:**

Blake was responsible for HDD trenchless, permitting and construction observation for approximately 4,100 LF of 6-in., 8-in., and 10-in. diameter potable water main. The proposed method of construction was comprised of open trench installation on the main land and installation of 2,700 LF of 10-in. diameter SDR 9 HDPE potable water main by a subaqueous horizontal directional drill (HDD) under the Intracoastal Waterway and sensitive environmental preserves. This project received the American Public Works Association (APWA) 2013 Florida Chapter project of the year award in the energy repair category.

### **Key West to Sunset Key Directional Bore Utility Crossing, Sunset Island Utility Corporation, Key West, FL:**

Project Manager. McKim & Creed provided design, permitting, bidding, construction documents, and construction oversight services for a 4-inch force main and 6-inch water main to be installed under the Key West Harbor Channel to replace the existing water and sewer systems located on Key West and Sunset Key. This project for the Sunset Island Utility Corporation was conducted in coordination with a complex horizontal directional drill (HDD) design-build led by Mears. The goal of our teamed efforts was the installation of 2,800 linear feet of utility systems that include a water main, force main, two electric conduits and a communication conduit.





## Dan Keck, PE

### BOOSTER PUMP STATION TEAM LEADER

#### QUALIFICATIONS

- ✓ Extensive experience with managing water pump station projects, coupled with his nationally recognized pumping expertise provides an optimum combination of skills that will directly benefit the Authority on this project
- ✓ Technical expert in Pumping Systems and Hydraulics

#### EDUCATION

M.S., Environmental Engineering, Georgia Tech

B.C.E., Civil Engineering, Georgia Tech

#### LICENSURE

Professional Engineer  
FL #50489, 1996

#### AFFILIATIONS

WEF/WEA  
AWWA  
ASCE

Mr. Keck is a Principal Project Manager and leader for strategic projects in the United States with diverse experience leading complex multi-discipline design, construction, and commissioning teams. His areas of technical expertise include large pumping facilities/conveyance systems, hydraulic evaluations and computer modeling, hydraulic control strategies, water and wastewater treatment, water/wastewater/reclaimed water master planning, innovative odor and corrosion control strategies, and creative financing plans for large capital projects.

#### ► Project Experience

##### **US-1 South Re-Pump and Booster Pump Station Facility, JEA, Jacksonville, FL:**

Lead Engineer for the design, permitting, bidding, and construction services for an innovative new combination re-pump and booster pump station. The innovative design reduced both capital and O&M costs. The project included a new booster station in parallel with a repump station (10,000 gpm), a 1.5 MG prestressed concrete GST, standby generator, electrical and controls, and approx. 5,500 lf of 20-inch ductile iron water main. Responsible for evaluation of hydraulics and development of a unique operating control strategy that balanced both substations discharging simultaneously.

##### **14.5 MGD Southeast WTP High Service Pump Station, JEA, Jacksonville, FL:**

Lead Mechanical Engineer for the design, permitting, bidding, and construction services of an upgrade to JEA's Southeast WTP high service pump system. The modifications include expanding the plant's three existing horizontal split case pumps with five new 2,500 gpm pumps with VFDs. The project also included yard piping improvements, a new split-face block building complete with a 3-ton bridge crane to house the pumps and a new electrical room, stand by generator, VFDs, and controls. Pump selections were based on approved JEA manufacturers, ability to meet NPSH requirements, and operating within Hydraulic Institute Standards (HI) for efficiency. Successful pump startup was completed in July 2017. The station is online and running without any issues.

##### **Bannon Lakes Reclaimed Water Ground Storage Tank and Booster Pump Station, SJUD, St. Augustine, FL:**

Lead Mechanical Engineer for the design, permitting, pumps bidding, and construction services for a new reclaimed booster pump station and ground storage. The project includes two 2,000 gpm and two 1,200 gpm vertical turbine can booster pumps with VFDs, 2.0 MG prestressed concrete GST, provisions for a standby generator, electrical equipment and controls, HVAC, and yard piping. As part of the project, Mott MacDonald secured the SJC Land Development permit approval for the new structures. Mr. Keck was responsible for system hydraulics, development of system curves, pump selection, and development of a control philosophy for the system to operate within the existing reclaimed water system.

##### **3.0 MGD Gulf Power UWF Reclaimed Water Supply, Pensacola, FL:**

Lead Engineer for the design of a new re-pump booster pumping station, and a 3.0 MG prestressed concrete ground storage tank. The facility includes three 20-hp pumps, VFDs, PLC controls, and SCADA connects. Mott MacDonald provided a hydraulic analysis to determine the system conditions and the impact of demand on supply and transmission system under peak demands.



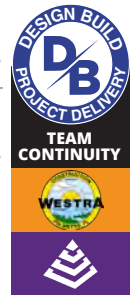
## Brian Beukema

### SAFETY OFFICER

As Vice President of Westra Construction Corp., Mr. Beukema has more than 21 years experience in the underground construction industry and oversees a variety of duties. Possessing a strong proficiency in planning, implementing, and supervising overall project safety, Brian will assist in the development, implementation and interpretation of project procedures, including accident and fire protection programs. His vast expertise allows him to quickly and efficiently analyze needs and determine specifications for protective safety equipment, materials and gear, fostering a culture of responsible productivity.

#### ► Project Experience

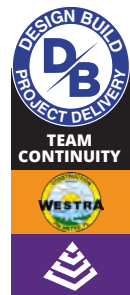
**South County Water Main, Hillsborough County, FL:** Safety Officer for this design-build project that includes the design, construction and permitting and construction of 11.5 miles of 42- and 48-inch water mains by early 2024. Initial services included surveying, SUE, environmental surveys, a route/alignment study, corrosivity evaluation and mitigation plan, hydraulic/transient modeling, pipe material selection, and community outreach. The route was designed and permitted in 3 distinct segments to allow construction of the segments at each end of the route to be initiated while the design was being finalized for an alternate route for the middle segment.



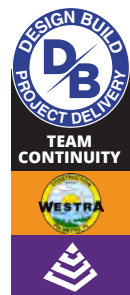
**Hillsborough County Booster Pump Station, Hillsborough County, FL:** Safety Officer for the construction of a 50 MGD Booster Pump Station to service the South County area of Hillsborough County to provide a higher level of water pressure for customers living in that area. The pump station included site construction of a 12,500-square-foot building along with retention ponds, a backup generator, a paved circular entrance with card reader gates, a security system, landscape and irrigation. A pipeline connection to the existing 42" PCCP pipeline from the Lithia Water Treatment Plant was installed alongside Big Bend Road and a 2" intake line to the Booster Pump Station along with a 42" return Booster line.



**Dale Mabry Diversion Force Main & RCW Transmission Main, Hillsborough County, FL:** Safety Officer for the design and construction of over 68,400 LF of 20-inch through 36-inch force main and reclaimed water transmission through environmentally sensitive areas, the highly traveled Citrus Park Dr. and Gunn Hwy corridor, and residential neighborhoods. The project utilized 16 horizontal directional drills totaling over 11,000 LF to minimize environmental and traffic impacts. The project required close coordination with two other projects integral to the NWRWF Consolidation Program, FL Gas Transmission, and FDOT's expansion of the Veterans Expressway.



**FY19 CIP Water Main Improvements, City of Tampa, FL:** Safety Officer – This project involved the design, permitting, and construction of approximately 102,000 LF of 4 thru 16-inch diameter water mains located within 20 project areas throughout the City of Tampa to replace old and redundant water mains and improve water service and quality.



### QUALIFICATIONS

- ✓ 21 years of experience in the underground construction industry in management and field operations
- ✓ Served as Safety Officer on other City of Tampa projects including FY19 and FY20 CIP Water Main Improvements and South County Pump Station
- ✓ Proven track record as Safety Officer achieving an EMR of 0.67 and consistently promoting safety for the general public on similar Design-Build projects

### LICENSURE

- OSHA Competent Person Trench Safety
- DEP Stormwater Management Inspector
- First aid & CPR



## Brian Garnett

CONSTRUCTION MANAGER

### QUALIFICATIONS

- ✔ Brian has completed over \$300 million in utility projects in the Tampa Bay Area and understands local market conditions
- ✔ Served as construction manager at Hillsborough County's Dale Mabry Diversion Force Main and RCW Transmission Main Design-Build Project

### LICENSURE

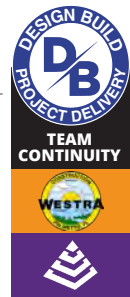
- OSHA Competent Person Trench Safety
- DEP Stormwater Management Inspector
- First aid & CPR

Brian Garnett's role as Project Expediter on this job is preceded by 40 years of experience, and a robust resume of over \$300 million and over 60 projects, solidifying his ability to manage and coordinate the myriad of simultaneous construction activities necessary in making this project a success. Mr. Garnett's project experience includes the construction of pipelines and pump stations. His expert resource management abilities recently lead his team to complete the Central Hillsborough Water Treatment Facility project under budget and on-time despite an aggressive 375-day project schedule.

### ► Project Experience

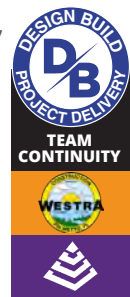
#### **Dale Mabry Diversion Force Main and Reclaimed Water Transmission Main, Hillsborough County, FL:**

Construction Manager for the design and construction of over 72,600 LF of 20-inch through 36-inch force main and reclaimed water transmission through environmentally sensitive areas, the highly traveled Citrus Park Dr. and Gunn Hwy corridor, and residential neighborhoods. The project utilized 16 horizontal directional drills totaling over 11,000 LF to minimize environmental and traffic impacts. The project required close coordination with two other projects integral to the NWRWRF Consolidation Program, FL Gas Transmission, and FDOT's expansion of the Veterans Expressway.



#### **Falkenburg Reclaimed Water, Hillsborough County, FL:**

Construction Manager for this project that consisted of approximately 73,000 LF of 24-inch ductile iron reclaimed water pipeline following a predetermined route and a 2,300 LF 36-inch HDPE directional drill. It was the responsibility of design-builder to prepare the final specification and construction drawings, based on the Design Criteria Package for the installation of the new pipeline. Design-builder was also responsible for obtaining all relevant and necessary permits related to the installation of this pipeline.

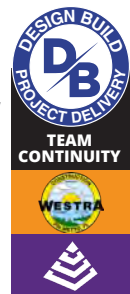


#### **South Central Hillsborough Intertie 72" Transmission Water Main Tampa Bay Water, FL:**

Senior Estimator - This project included 11 microtunnel crossings and the crossing of major roadways: SR 60 and the crosstown expressway, requiring lane closures, detailed MOT plans, and coordination with businesses to maintain commercial accesses. The project team furnished and installed approximately 33,000 feet of 72-inch steel raw water piping. Approximately 1,750 feet of special crossing road/railway) in casing or tunnels was furnished and installed, as was approximately 5,400 feet of 24-inch Class 51 ductile iron reclaimed water transmission main.

#### **FY19 CIP Water Main Improvements, City of Tampa, FL:**

Construction Manager. This project involved the design, permitting, and construction of approximately 102,000 LF of 4 thru 16-inch diameter water mains located within 20 project areas throughout the City of Tampa to replace old and redundant water mains and improve water service and quality. The project utilized three separate Guaranteed Maximum Price (GMP) contracts to expedite the project.







## Grant Wynn

LEAD SUPERINTENDENT

Mr. Wynn has more than 24 years of experience in the underground construction industry. As Pipeline Superintendent, Mr. Wynn will be responsible to direct, guide and mentor foremen and crews, oversee Westra crew and subcontractors, maintain project schedule, prepare quantities for monthly pay application, work with the Project Manager to maintain a set of “As-Builts”, ensure proper job cost reporting, maintain a correspondence file with related information, and implementation of Westra’s safety policy in the field. Mr. Wynn is also versatile in operating several types of heavy equipment.

### QUALIFICATIONS

- ✔ Extensive Design-Build Experience
- ✔ Excess of 24 years in the underground construction industry
- ✔ Capable of operating heavy equipment, i.e., excavator, loader, dozer, etc.
- ✔ Experience in water mains and pumping stations

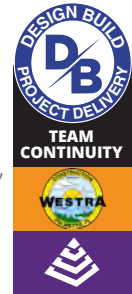
### CERTIFICATIONS

Advanced M.O.T. ATSSA  
 OSHA Competent Person  
 Trench  
 OSHA 10-hour  
 Construction Safety and  
 Health  
 OSHA Competent Person  
 Confined Space Program

### ► Project Experience

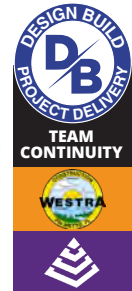
#### **Dale Mabry Diversion Force Main & Reclaimed Transmission Main, Hillsborough County, FL:**

Senior Estimator / Project Manager - This project included the design and construction of over 72,600 LF of 20-inch through 36-inch force main and reclaimed water transmission through environmentally sensitive areas, the highly traveled Citrus Park Dr. and Gunn Hwy corridor, and residential neighborhoods. The project utilized 16 horizontal directional drills totaling over 11,000 LF to minimize environmental and traffic impacts. The project required close coordination with two other projects integral to the NWRWRF Consolidation Program, FL Gas Transmission, and FDOT’s expansion of the Veterans Expressway.



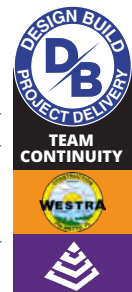
#### **South County Water Main, Hillsborough County, FL:**

Pipeline Superintendent for this design-build project that includes the design, construction and permitting and construction of 11.5 miles of 42- and 48-inch water mains by early 2024. Initial services included surveying, SUE, environmental surveys, a route/alignment study, corrosivity evaluation and mitigation plan, hydraulic/transient modeling, pipe material selection, and community outreach. The route was designed and permitted in 3 distinct segments to allow construction of the segments at each end of the route to be initiated while the design was being finalized for an alternate route for the middle segment.



#### **FY20-25 Water Main Improvements, City of Tampa, FL:**

This project consists of a 5-year contract to replace old and undersized water mains throughout the City of Tampa based on the City’s assessment of replacement needs. It is anticipated that over 131,000 LF of water main between 4 and 24-inches in diameter will be replaced within congested residential neighborhoods. The design-build team is responsible for providing all services required to complete the design, permitting, and construction of the water mains through multiple GMPs that include design and construction allowances to handle unforeseen conditions including soil contamination, relocation of water meters from “back to front”, environmental concerns and grand tree assessment/preservation.







## Jack Morsink

ESTIMATOR

Mr. Morsink is a Senior Estimator / Senior Project Manager for Westra Construction Corp. He has more than 31 years' experience in construction estimating and project management in the underground utility and site development industry. His responsibilities and experience include complete material takeoff and analysis of engineering plans, buy-out of material and subcontractors, HCSS Heavy Bid estimating system, pump stations, water and sewer installation and relocation, wastewater treatment plant modifications, and road construction. In addition, Mr. Morsink is responsible for selecting projects to bid, project evaluation, estimate, contract negotiations, and job procurement/buy-out.

### ► Project Experience

### QUALIFICATIONS

- ✔ Project Management – Pump Stations, Water Main, Sanitary Sewer, Sewer Force Main, Sewer Rehabilitation
- ✔ Utilizes project management experience to accurately estimate and control construction costs
- ✔ Strong up-to-date knowledge of current and future construction material costs

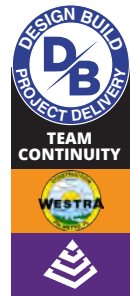
### EDUCATION

A.A.S. Degree - Construction Technology, Ferris College University

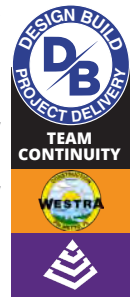
### LICENSURE

Certified Underground Utility and Excavation License #CUC048357

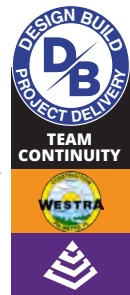
**FY20-25 Water Main Improvements, City of Tampa, FL:** This project consists of a 5-year contract to replace old and undersized water mains throughout the City of Tampa based on the City's assessment of replacement needs. It is anticipated that over 131,000 LF of water main between 4 and 24-inches in diameter will be replaced within congested residential neighborhoods. The design-build team is responsible for providing all services required to complete the design, permitting, and construction of the water mains through multiple GMPs that include design and construction allowances to handle unforeseen conditions including soil contamination, relocation of water meters from "back to front", environmental concerns and grand tree assessment/preservation.



**South County Water Main, Hillsborough County, FL:** Estimator for this design-build project that includes the design, construction and permitting and construction of 11.5 miles of 42- and 48-inch water mains by early 2024. Initial services included surveying, SUE, environmental surveys, a route/alignment study, corrosivity evaluation and mitigation plan, hydraulic/transient modeling, pipe material selection, and community outreach. The route was designed and permitted in 3 distinct segments to allow construction of the segments at each end of the route to be initiated while the design was being finalized for an alternate route for the middle segment.



**Dale Mabry Diversion Force Main & Reclaimed Transmission Main (Design-Build), Hillsborough County, FL:** Senior Estimator / Project Manager. This project included the design and construction of over 72,600 LF of 20-inch through 36-inch force main and reclaimed water transmission through environmentally sensitive areas, the highly traveled Citrus Park Dr. and Gunn Hwy corridor, and residential neighborhoods. The project utilized 16 horizontal directional drills totaling over 11,000 LF to minimize environmental and traffic impacts. The project required close coordination with two other projects integral to the NWRWF Consolidation Program, FL Gas Transmission, and FDOT's expansion of the Veterans Expressway.





# Valerie Ciudad-Real

## PUBLIC OUTREACH

### QUALIFICATIONS

- ✔ Extensive experience serving as the Community Outreach Manager for numerous City of Tampa projects
- ✔ Currently managing the public engagement and community outreach for the City of Tampa's FY20-25 Water Main Improvements Design-Build project
- ✔ Understands the City of Tampa's communications processes and protocols – no learning curve

### LICENSURE

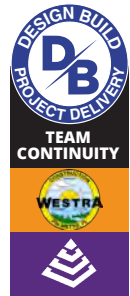
- FDOT Public Involvement Courses
- Participated in Certified Media Training
- College Coursework

During her 30-year career, Valerie has developed and implemented public involvement and community outreach plans for public sector clients in the Tampa Bay Region. She currently oversees the public involvement and community outreach for several City of Tampa projects including the Cypress Street Outfall Regional Stormwater Improvements Design-Build, FY19 CIP Improvements Design-Build, Channel District Improvements, and Spruce Street Corridor Improvements Design. Valerie's leadership and commitment to excellence guides the Valerin team to perform to the highest standards on behalf of their clients.

### ► Project Experience

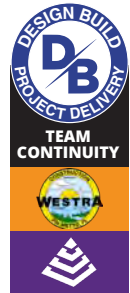
#### **Dale Mabry Wastewater Diversion Project, Hillsborough County, Tampa, FL:**

This project retired and removed the aging Dale Mabry Wastewater Treatment Plant and consolidated treatment at the Northwest Regional Water Reclamation Facility. To retire the Dale Mabry plant, a new transmission main and pump station must be built to transfer wastewater flows to the Northwest plant. The project also includes building a new reclaimed water pipeline to return reclaimed water to the Dale Mabry site. The reclaimed water tanks and reclaimed pump station on the west side of the Dale Mabry Plant will remain. Six miles of 24-inch and 36-inch diameter transmission main and a new pump station will be built to transfer wastewater flows from this facility to the Northwest Regional Water Reclamation Facility, which currently has the capacity to treat Dale Mabry flows. Valerie provided public information and community outreach support for this project.



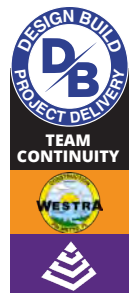
#### **South County Water Main, Hillsborough County, FL:**

Public Outreach Specialist for this design-build project that includes the design, construction and permitting and construction of 11.5 miles of 42- and 48-inch water mains by early 2024. Initial services included surveying, SUE, environmental surveys, a route/alignment study, corrosivity evaluation and mitigation plan, hydraulic/transient modeling, pipe material selection, and community outreach. The route was designed and permitted in 3 distinct segments to allow construction of the segments at each end of the route to be initiated while the design was being finalized for an alternate route for the middle segment.



#### **FY20-25 Water Main Improvements, City of Tampa, FL:**

This project consists of a 5-year contract to replace old and undersized water mains throughout the City of Tampa based on the City's assessment of replacement needs. It is anticipated that over 131,000 LF of water main between 4 and 24-inches in diameter will be replaced within congested residential neighborhoods. The design-build team is responsible for providing all services required to complete the design, permitting and construction of the water mains through multiple GMPs that include design and construction allowances to handle unforeseen conditions including soil contamination, relocation of water meters from "back to front", environmental concerns and grand tree assessment/preservation.





## Edd Birdwell

### HDD SUPERINTENDENT

Edd Birdwell has built a strong understanding of the drilling industry through many years of hard work and accomplishments. Mears was proud to have him join the company in 2004 and since that time, Mears has gained a valuable superintendent who uses his experience to guide his drilling crew through to successful completion of numerous projects. Edd works on trenchless projects all across North America, working on some of the most challenging and awarding pipeline projects in the industry.

### QUALIFICATIONS

- ✔ Supervised Mears' crews and subcontractors on more than 23 major trenchless and directional drilling pipeline installations.
- ✔ Experience with slurry design used in trenchless installations in granular and abrasive soils
- ✔ Large diameter trenchless installation experience

### EDUCATION

Stephen F. Austin State University, Mechanical Engineering

Houston Welding School, Houston TX, Certified Welder

### LICENSURE

Rigging Safety  
 Portable Grinders & Abrasive Wheels  
 Mears Digging Procedure  
 Lockout/Tagout  
 Hazcom Right to Know  
 ATSSA Flagger  
 Speedshore Competent Person  
 Trenching & Shoring  
 Welding Safety in the Workplace

### ► Project Experience

**The Elizabeth River Tunnels Project, Norfolk, VA:** Trenchless Superintendent. Mears successfully relocated a raw water line for Skanska, Weeks, Kiewit, known as SKW Constructors, (contracted by Elizabeth River Crossings OpCo, LLC as the design-build contractor for this public-private project with the Virginia Department of Transportation) in the city of Norfolk. The project consisted of installing an internally and externally coated 36-inch steel pipe for raw water transmission under the Elizabeth River using horizontal directional drilling (HDD) methods at the 4,500-ft long crossing, as well as installing ductile iron pipe using open trench methods on the land portions with tie-ins to the existing raw water line. As the sub-contractor, Mears supervised activities related to the onsite fabrication and handling of the HDD pipe by Patterson & Wilder, and the open-trench ductile pipe installation by T.A. Sheets, in Portsmouth and Norfolk.

**Indian River HDD Crossing Project, Florida Power & Light, St. Lucie, FL:** Trenchless Superintendent for this project that included two 30 inch Fusible PVC® casing pipes (FPVCP) that were installed in two parallel HDD bores 60 feet below the Indian River. 7,020 foot of FPVCP casing was inserted through each of the bores representing the longest lengths that any FPVCP pipe has been installed in an uncased HDD application of any diameter. This project won the "No-Dig" Project of The Year 217 from the International Society for Trenchless Technology and the 2016 Project of the Year from the North American Society of Trenchless Technology. Record Breaking 30 inch Fusible PVC® Casing Installation/Successful Research & Development of XLPE Cable Installation of Lengths over 7,000 feet.

**The Greater Toronto Area (GTA) Project – HDD and Direct Pipe Toronto, Ontario, Canada:** Trenchless Superintendent. Mears was awarded the horizontal directional drilling (HDD) and Direct Pipe crossings on the 42-in. pipeline section of the project. Mears installed a total of seven trenchless crossings of 42" steel pipe for this project in Toronto, Ontario, Canada. Six of these crossings were installed by HDD up to a length of 3,900 feet and one by Direct Pipe Crossing of 1,427 feet. The River/Railway crossing was a particularly challenging crossing due to the various sensitivities in the area. It involved crossing archaeological sites, the river, a rail line, and an environmentally sensitive wetland area.

**Rover Pipe Sherwood Lateral – Ohio River HDD Pipe Extraction Project, Paden City, WV:** Trenchless Superintendent for extracting 3,000-feet of 36-inch steel pipe that was previously installed by a another contractor. Due to issues with some of the welds, extraction of the pipe was necessary. Mears extracted the pipe while simultaneously installing a new pipe in the river crossing utilizing their HK750T Pipe Thruster. Mears completed the project within the time period dictated by a tight construction schedule and did so within budget, making this difficult project a resounding success.

## ATTACHMENT A

### PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Progressive Design-Build Services, Regional Integrated Loop Phase 2B and Phase 3C Pipelines SOQ

## KEY PERSONNEL CHART

Key Personnel	Role	Years of Exp	Employer	Assigned Office	Dale Mabry Diversion Force Main and RCW Transmission Main	South County Water Main	Kings Bluff 54-inch Raw Water Main	Hillsborough Booster Pump Station	South County Potable Water Re-Pump Station	FY19 CIP City of Tampa Water Main Improvements Project	TECO POLK Water Reclaimed Water Pipeline	Key West to Sunset Key Directional Drilling Utility Installation	The Elizabeth River Tunnels Project
					1.	2.	3.	4.	5.	6.	7.	8.	9.
Mike Beukema, CGC	Project Director	31	Westra	Palmetto, FL	●	●		●		●	●		
Matt Hester, DBIA, CGC, PMP	Progressive Design-Build Project Manager	9	Westra	Palmetto, FL	●	●		●		●	●		
Robert Garland, PE, DBIA, ENV SP	Design Manager	35	McKim & Creed	Sarasota, FL	●	●	●		●	●		●	
David Wehner, PE	Lead Engineer	24	McKim & Creed	Tampa, FL	●	●	●		●	●		●	
Blake Peters, PE, PACP	Lead Trenchless Engineer	22	McKim & Creed	Sarasota, FL	●	●	●			●		●	
Dan Keck, PE	Booster Pump Station Team Leader	31	McKim & Creed	Clearwater, FL		●							
Brian Beukema	Safety Officer	21	Westra	Palmetto, FL	●	●		●		●	●		
Brian Garnett	Construction Manager	41	Westra	Palmetto, FL	●	●		●		●	●		
Grant Wynn	Lead Superintendent	25	Westra	Palmetto, FL	●	●		●		●	●		
Jack Morsink	Estimator	31	Westra	Palmetto, FL	●	●		●		●	●		
Valerie Ciudad-Real	Public Outreach	30	Valerin Group	Tampa, FL	●	●		●		●			
Kathleen Coffey, PSP	Project Controls	36	Horses First	Port St. Lucie, FL	●	●		●		●	●		
Edd Birdwell	HDD Superintendent	30	Mears	Tampa, FL								●	●
<b>Authority Project</b>													



**ATTACHMENT B**

**QUALIFICATION CERTIFICATION**

The Undersigned presents this Qualification Submittal to be considered as a Qualified Design-Build Firm for provision of Design-Build services for the Regional Integrated Loop Phase 2B or Phase 3C Pipelines.

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


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

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

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

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

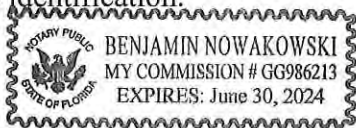
DATED this 13th day of June, 2022.

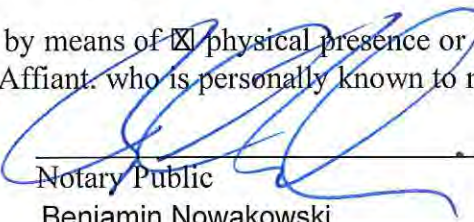
  
\_\_\_\_\_  
Signature of Affiant

Michael Beukema, President  
\_\_\_\_\_  
Printed Name & Title of Affiant

Westra Construction Corp.  
\_\_\_\_\_  
Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 13th day of June, 2022, by Affiant, who is personally known to me or has produced \_\_\_\_\_ as identification.



  
\_\_\_\_\_  
Notary Public  
Benjamin Nowakowski  
\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: 06-30-2024





3

PROGRESSIVE DESIGN-BUILD TEAM  
**SIMILAR EXPERIENCE**



# 3 Similar Experience

Presented in this section are projects that highlight our team’s relevant experience and demonstrate compliance with the minimum requirements as outlined in the RFQ. **Table 3.1** provides a summary of key services provided for each project. Project abstracts follow, starting on page 39.

		Team		Requirements							
#	Project - Client	Westra	McKim & Creed	≥ 36" Pressure Pipeline	≥ 3 MGD Pump Station	Design-Build Delivery	Subaqueous Pipeline Crossing	Completed within 10 Years	Project Completed	On-Time Delivery	Achieved Budget
1.	Dale Mabry Diversion Force Main and RCW Transmission Main <i>Hillsborough County</i>	•	•	•		•	•	•	•	•	•
2.	South County Water Main <i>Hillsborough County</i>	•	•	•		•		•		•	•
3.	Kings Bluff 54-inch Raw Water Main <sup>1</sup> <i>Cape Fear Public Utility Authority</i>		•	•				•	•	•	•
4.	Hillsborough County Booster Pump Station <i>Hillsborough County</i>	•		•	•	•		•			
5.	South County Potable Water Re-Pump Station <i>Hillsborough County</i>		•		•			•	•	•	•
6.	FY19 CIP City of Tampa Water Main Improvements Project <i>City of Tampa</i>	•	•			•	•	•	•	•	•
7.	TECO POLK Water Reclaimed Water Pipeline <i>TECO - Tampa Electric</i>	•		•		•	•	•	•	•	•
8.	Key West to Sunset Key Directional Drilling Utility Installation <i>Key West, FL</i>	•	•			•	•	•	•	•	•
9.	The Elizabeth River Tunnels Project <i>Virginia Department of Transportation</i>			•		•	•	•	•	•	•

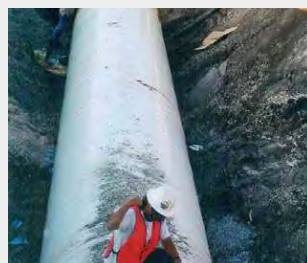
**Table 3.1 | Project Experience**

1. Design is substantially complete and GMP has been approved for 2 of 3 pipeline segments.

## PROVEN PEACE RIVER EXPERIENCE

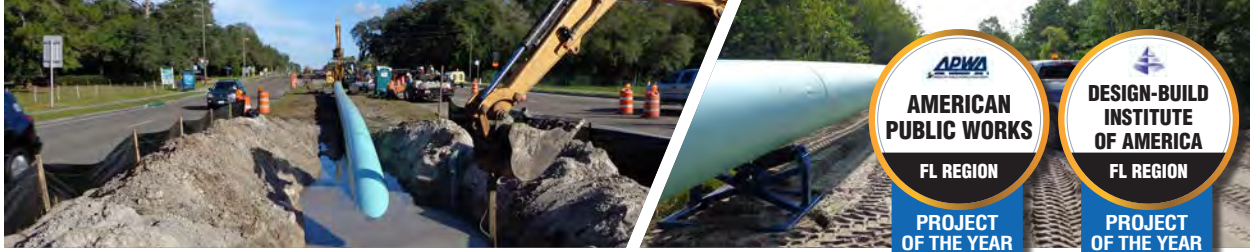
### 42-INCH REGIONAL TRANSMISSION MAIN

Westra constructed and installed a fully operational 42-inch pipeline transmission main. The project included 22.7 miles (119,523 LF) of northwest steel, 42-inch pipeline, valve assemblies, air valve assemblies, meter facilities, flowoff assemblies, corrosion control systems, bridge replacements, access roads, and the disinfection and testing of the pipeline. Although this project is outside of the 10-year window requested by this RFQ, it clearly demonstrates our Team’s local knowledge of subsurface conditions and experience installing large diameter pipelines for the Authority.



### KEY HIGHLIGHTS

- ✓ Large diameter transmission main
- ✓ Jack & bore installation
- ✓ Completed on-time and under budget



**1 DALE MABRY DIVERSION FORCE MAIN AND RCW TRANSMISSION MAIN  
HILLSBOROUGH COUNTY**

The Dale Mabry Diversion Project was the first of four successive, design-build projects included in Hillsborough County's \$250-million wastewater consolidation program. It was critical for the Dale Mabry project to be completed on time prior to the subsequent construction of the new 10-MGD Dale Mabry Diversion Pump Station to the newly expanded NWRWRF, under a separate yet overlapping project, to protect the program's overall schedule.



McKim & Creed served as the engineer of record for the design and construction oversight of approximately 72,600 linear feet (LF) of 36-inch to 24-inch wastewater force mains and a 20-inch reclaimed water main. The project's aggressive schedule included 24 months for design, permitting, construction, and commissioning of over 13 miles of large-diameter force mains and reclaimed water mains. The project included the installation of large-diameter utility mains in a congested, multi-lane roadway corridor. Environmental challenges included multiple crossings of wetlands and surface waters. A risk register was developed to identify and address these and other challenges during planning, permitting and design to protect the project's schedule during construction. Project risks included permitting, design, construction, and community impact issues.

The final approach included 16 horizontal directional drills (HDD's) totaling approximately 17,400 LF of 36" and 20" diameter pipeline, many in close proximity to each other within the road median to minimize traffic disruptions; provide separation from existing utilities, including a 1,000-psi gas main; and avoid impacts to surface waters and forested wetlands. Permitting, design, and construction required coordination with diverse stakeholders, including regulatory agencies, community groups, and franchise utilities.

The \$25.4-million design-build project was completed on-time, within budget, and with minimal community disruption. This was achieved through proactive and creative risk management, community outreach, and construction management practices.

**TEAM CONTINUITY**

<b>WESTRA</b>	<b>MCKIM &amp; CREED</b>
<b>Horses First</b>	<b>valerin</b>

**EXPERIENCE REQUIREMENTS**

✓	≥36" Pressure Pipeline
✓	Alternative Project Delivery
✓	Subaqueous Crossing (Wetlands)

**KEY HIGHLIGHTS**

- ✓ Project was completed on-time, within budget, and with minimal community disruption, achieved through proactive and creative risk management, community engagement, and innovative construction management practices
- ✓ The team selected to utilize 16 HDDs to cross forested wetlands to mitigate environmental impacts, reduce permitting and scheduling delays, minimize the total length of pipe, and mitigate potential conflicts with a future roadway project

**PROJECT DETAILS**

Project details are provided on the following page on the required reference form.

1

## REFERENCE FORM

**Consultant Name:** Westra Construction

**Role on the Project:** Prime

**Reference Entity:** Hillsborough County

**Reference Contact Person:** Kelly Kiner

**Reference Address:** 925 E. Twigg St., Tampa, FL 33602

**Reference Email Address:** kinerk@hillsboroughcounty.org

**Reference Phone No.:** 813.209.3067

**Project Name:** **DALE MABRY DIVERSION FORCE MAIN AND RCW TRANSMISSION MAIN**

**Project Delivery Method:** Design-Build

**Project Location:** Hillsborough County, FL

**Consultant Project Manager:** Mike Beukema, CGC

**Project Engineer of Record:** McKim & Creed, Inc. – David Wehner, PE

**Date Project Commenced:** March 2015

**Date of Final Completion:** June 2017

**Construction Cost (Budget & Final Costs):** GMP – See Below

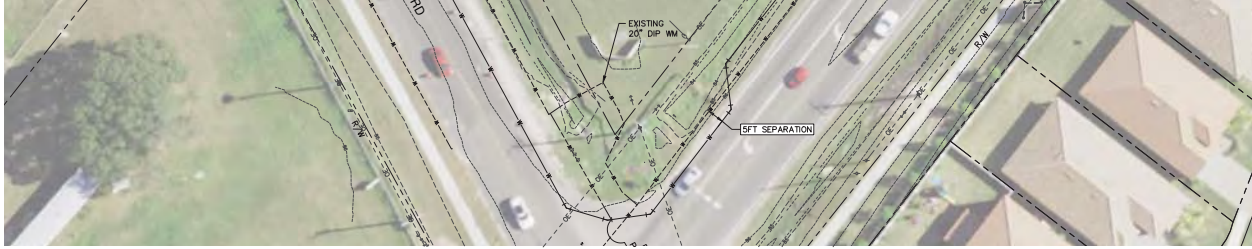
**Alternative Delivery Projects (Only) Original GMP:** \$25.4M      **Final Cost:** \$25.4M

**Qualification Satisfied:**  3.a.  $\geq$ 36-inch Pressure Pipeline  3.b.  $\geq$ 3-MGD Firm Capacity Pump Station

3.c. Alternative Project Delivery  3.d. Subaqueous Pipeline Crossing (Wetlands)

**Description of Work Performed and Explanation of Differences in Original GMP and Final Cost (GMP difference only for alternative delivery projects):**

This design-build project was the first phase of the Northwest Hillsborough Wastewater Consolidation Program and was time sensitive so that flows from the aged Dale Mabry Wastewater Treatment Plant (WWTP) could be diverted to the Northwest Regional Water Reclamation Facility and the Dale Mabry WWTP could be taken off-line and demolished in a subsequent, overlapping phase. Westra Construction and their design partner, McKim & Creed, designed, permitted, and constructed the project using design-build delivery. The project was completed within the original Guaranteed Maximum Price (GMP). However, our team was able to provide additional services at no additional costs to the owner by reducing the initial project costs through value engineering.



## 2 SOUTH COUNTY WATER MAIN HILLSBOROUGH COUNTY

Hillsborough County's One Water Campus Program is a comprehensive drinking water, wastewater, and reclaimed master plan to provide reliable, resilient, and sustainable utility services in southern Hillsborough County. The progressive design-build delivery method was selected to manage risks, enhance community engagement, and facilitate stakeholder collaboration.

The phased program was developed to keep pace with unprecedented growth in the region. The South County Potable Water Transmission Main project was an initial phase of this critical program and will serve as a catalyst for resolving potable water pressure and demand issues, providing system redundancy, and setting the stage for the success of the rest of the program.

The project includes the design, permitting and construction of 11.5 miles of 42- and 48-inch water mains by early 2024.

The Westra/McKim & Creed design-build team was selected to partner with the County on this critical, fast-track project. Initial services included surveying, SUE, environmental surveys, a route/alignment study, corrosivity evaluation and mitigation plan, hydraulic/transient modeling, pipe material selection, and community outreach.

The route was designed and permitted in 3 distinct segments to allow construction of the segments at each end of the route to be initiated while land acquisition negotiations were being finalized for an alternate route for the middle segment. This allowed the County to realize the monetary benefits of the alternate route while protecting the project's schedule.

**The pipe and valves were purchased upon acceptance of the 30% design to mitigate supply chain issues. This allowed the team to manage risks and maintain the aggressive schedule.**

Value engineering and constructability reviews were integrated throughout all phases of the project. The initial GMP was reduced by \$20.9 million through the innovative and collaborative efforts of the team.

### TEAM CONTINUITY

<b>WESTRA</b>	
 <b>McKIM &amp; CREED</b>	<b>valerin</b>
	

### EXPERIENCE REQUIREMENTS

<input checked="" type="checkbox"/>	≥36" Pressure Pipeline
<input checked="" type="checkbox"/>	Alternative Project Delivery

### KEY HIGHLIGHTS

- ✓ Successful Supply Chain Mitigation
- ✓ Cost Savings Realized through Value Engineering
- ✓ Proactive Community Outreach and Engagement
- ✓ Fast-Track Project to Meet Water Demands
- ✓ Multi-Agency Permitting and Coordination

### PROJECT DETAILS

Project details are provided on the following page on the required reference form.

2

REFERENCE FORM

Consultant Name: Westra Construction

Role on the Project (Prime, Sub-consultant, Engineer of Record, etc.) Prime

Reference Entity: Hillsborough County

Reference Contact Person: Cheryl Robitzsch, PE, DBIA

Reference Address: 925 E. Twiggs Street, Tampa, FL 33602

Reference Email Address: robitzschc@hillsboroughcounty.org

Reference Phone No.: 813.523.3747

Project Name: South County Water Main

Project Delivery Method: Design-Build

Project Location: Hillsborough County

Consultant Project Manager: Matt Hester, DBIA, CGC, PMP

Project Engineer of Record: McKim & Creed, Inc. / David Wehner, PE

Date Project Commenced: October 2021

Date of Final Completion: December 2023 (projected substantial completion)

Construction Cost (Budget & Final Costs): N/A

Alternative Delivery Projects (Only) Original GMP: \$84M Estimate Final Cost: \$84 M (projected)

Qualification Satisfied:  3.a. ≥36-inch Pressure Pipeline  3.b. ≥3-MGD Firm Capacity Pump Station

3.c. Alternative Project Delivery  3.d Subaqueous Pipeline Crossing

**Description of Work Performed and Explanation of Differences in Original GMP and Final Cost (GMP difference only for alternative delivery projects) :**

The Westra/McKim & Creed design-build team was selected to partner with the County on this critical, fast-track project. The project includes the design, permitting and construction of 11.5 miles of 42- and 48-inch water mains by early 2024. Initial services included surveying, SUE, environmental surveys, a route/alignment study, corrosivity evaluation and mitigation plan, hydraulic/transient modeling, pipe material selection, and community outreach. The route was designed and permitted in 3 distinct segments to allow construction of the segments at each end of the route to be initiated while land acquisition negotiations were being finalized for an alternate route for the middle segment.





### 3 KINGS BLUFF 54-INCH RAW WATER MAIN CAPE FEAR PUBLIC UTILITY AUTHORITY

The Kings Bluff Raw Water Supply system, operated by the Lower Cape Fear Water and Sewer Authority's (LCFWSA), is the primary supplier of raw water to the Lower Cape Fear region. This includes tens of thousands of water customers for the Cape Fear Public Utility Authority (CFPUA), Brunswick County, Pender County and private industries.



The capacity of the Kings Bluff facility was limited to approximately 48 mgd and projections indicated that customer demand would exceed the capacity within three to eight years. Therefore, CFPUA, LCFWSA and Brunswick County implemented a regional approach to manage raw water resources that would be beneficial and cost effective for all customers of the respective systems. The agencies collaborated to design and build a 54-inch pipeline that extended the raw water main approximately 14 miles from the Kings Bluff facility to a ground storage tank in Brunswick County, thereby expanding raw water capacity, providing redundancy and reliability, and supporting regional growth.

As the consulting engineer on the project, McKim & Creed established the basis of design that included water demand needs, design capacity, transmission main size, hydraulics, materials of construction, valving and interconnection concepts, specialty trenchless crossings, permit needs, cost considerations, and impacts on the existing pump station and pump operations.

McKim & Creed's design services included surveying, geotechnical analysis of soil conditions and hydrology, wetlands delineation, subsurface utility engineering, additional property/easement identification, detailed design, permitting, opinion of probable construction costs, contract documentation, contractor prequalification and construction management.

Pipe Size (inches)	Casing Size (inches)	Pipe Material	Technique	Conflict Resolved
54"	66"	Welded Steel	Bore and Jack	3 - NCDOT Roads
54"	N/A	Welded Steel	Open Cut	Submerged Wetlands
54"	N/A	Welded Steel	Aerial Crossing	Livingston Creek



**EXPERIENCE REQUIREMENTS**  
 ≥36" Pressure Pipeline

#### KEY HIGHLIGHTS

- ✓ Hydraulic modeling and surge analysis
- ✓ Regional agency coordination and collaboration
- ✓ Trenchless installation evaluation
- ✓ Pipe material analysis and selection
- ✓ Wetland delineation and environmental assessment

#### PROJECT DETAILS

Project details are provided on the following page on the required reference form.



3

REFERENCE FORM

Consultant Name: McKim & Creed, Inc.

Role on the Project (Prime, Sub-consultant, Engineer of Record, etc.) Prime: Engineer-of-Record

Reference Entity: Cape Fear Public Utility Authority

Reference Contact Person: Craig Wilson, PE, PMP, DBIA

Reference Address: 235 Government Center Drive, Wilmington, NC

Reference Email Address: craig.wilson@cfpua.org

Reference Phone No.: 910.332.6474

Project Name: Kings Bluff 54-inch Raw Water Main

Project Delivery Method: Design-Build

Project Location: Wilmington, NC

Consultant Project Manager: Tony Boahn, PE

Project Engineer of Record: McKim & Creed, Inc.

Date Project Commenced: May 2017

Date of Final Completion: May 2022 – Substantial Completion

Construction Cost (Budget & Final Costs): Budget: \$ 38,203,837.41 Final: \$37,173,593.59

Alternative Delivery Projects (Only) Original GMP: N/A Final Cost: N/A

Qualification Satisfied:  3.a. ≥36-inch Pressure Pipeline  3.b. ≥3-MGD Firm Capacity Pump Station

3.c. Alternative Project Delivery  3.d Subaqueous Pipeline Crossing

Description of Work Performed and Explanation of Differences in Original GMP and Final Cost (GMP difference only for alternative delivery projects) :

This regional solution to managing raw water resources involved design and building a 14-mile, 54-inch transmission main that expanded capacity, provided redundancy and reliability, and supported regional growth. McKim & Creed’s design services involved surveying, geotechnical analysis of soil conditions and hydrology, wetlands delineation, subsurface utility engineering, additional property/easement identification, detailed design, permitting, opinion of probable construction costs, contract documentation, contractor prequalification and project management/coordination. This project also involved pipe installation through several Areas of Environmental Concern).

Through value engineering and construction reviews we were able to deliver this project \$1,030,244.41 under budget.



## 4 HILLSBOROUGH BOOSTER PUMP STATION HILLSBOROUGH COUNTY

South Hillsborough County has experienced tremendous growth over the last decade that prompted the County to launch an important infrastructure program (South County One Water Campus Program) to address long-term and short-term water and wastewater needs in the County's South-Central Service Area.



One of the first projects in the program was the design and construction of a potable water booster pump station. The purpose of this project was to increase water pressure in the South Central distribution system and ensure reliable water pressure for current and future residential and commercial customers while providing reliable water pressure to support fire safety needs in the area.



Westra Construction was selected for this progressive design-build project which included constructing the new 50 MGD booster pump station and associated pipelines.

The booster pump station is a 50 MGD pump station enclosed in a 12,500-square-foot building in a residential neighborhood. The building will control noise from the booster pumps so they are unnoticeable to surrounding neighbors.

The project also included a short section of water pipe to connect the new pump station to the existing drinking water main on the south side of Big Bend Road. A pipeline connection to the existing 42" PCCP pipeline from the Lithia Water Treatment Plant and a 42" intake line to the booster pump station along with a 42" return booster line were included in the scope of work.

### TEAM CONTINUITY

**WESTRA**



**valerin**

### EXPERIENCE REQUIREMENTS

✓	≥36" Pressure Pipeline
✓	Alternative Project Delivery
✓	≥3MGD Pump Station

### KEY HIGHLIGHTS

- ✓ 50 MGD booster pump station
- ✓ 42 inch influent and effluent lines
- ✓ Progressive Design-Build Delivery

### PROJECT DETAILS

Project details are provided on the following page on the required reference form.

4

## REFERENCE FORM

**Consultant Name:** Westra Construction

**Role on the Project (Prime, Sub-consultant, Engineer of Record, etc.)** Prime

**Reference Entity:** Hillsborough County

**Reference Contact Person:** Cheryl Robitzsch, PE, DBIA

**Reference Address:** 925 E. Twiggs Street, Tampa, FL 33602

**Reference Email Address:** robitzschc@hillsboroughcounty.org

**Reference Phone No.:** 813.523.3747

**Project Name:** South County Booster Pump Station

**Project Delivery Method:** Progressive Design-Build

**Project Location:** Hillsborough County

**Consultant Project Manager:** Michael Gibson, PE

**Project Engineer of Record:** Ardurra Engineering

**Date Project Commenced:** November 2020

**Date of Final Completion:** July 2022

**Construction Cost (Budget & Final Costs):** N/A

**Alternative Delivery Projects (Only) Original GMP:** \$24,788,393 **Final Cost:** \$22,472.994

**Qualification Satisfied:**  3.a.  $\geq$ 36-inch Pressure Pipeline  3.b.  $\geq$ 3-MGD Firm Capacity Pump Station

3.c. Alternative Project Delivery  3.d. Subaqueous Pipeline Crossing

Description of Work Performed and Explanation of Differences in Original GMP and Final Cost (GMP difference only for alternative delivery projects):

The South County Potable Water Booster Pump Station was designed to be a 50 MGD Booster Pump Station to service the South County area of Hillsborough County and provide a higher level of water pressure for customers living in that area.

This was a completely new Booster Pump Station site. The work consisted of an initial site assessment, the design and construction of the new Booster Pump Station site and building facility along with retention ponds, backup generator, paved circular entrance with card reader gates, security system, landscape and irrigation. There were three (3) inline booster pumps installed. To obtain the desired 30-50 PSI boost to the existing line pressure, three (3) 1250HP pumps were utilized.

A pipeline connection to the existing 42" PCCP pipeline from the Lithia Water Treatment Plant was installed alongside of Big Bend Road and a 42" intake line to the Booster Pump Station along with a 42" return Booster line. Both lines were installed on Gordon Road.

Differences in Original GMP and Final Cost - Owner's allowance money was not used.



**5 SOUTH COUNTY POTABLE WATER RE-PUMP STATION**  
**HILLSBOROUGH COUNTY**

Hillsborough County was experiencing low system pressure at peak demands in the South-Central Service Area. To address this operational limitation, Hillsborough County retained McKim & Creed to design a 12.5 mgd potable water re-pump station and a 3 MG potable water ground storage tank. During the initial phase, our team provided a preliminary engineering report; and final design, permitting, public relations and bidding phase services. Upon completion of the design phase, the County retained the team to provide full construction management and observation services.



The new facility was constructed just south of the South County's AWWTP. Due to overlapping site and regulatory requirements, the civil/site work was coordinated with the WWTP design consultant. The complete facility included three 6.25 MGD variable frequency drive split case horizontal pumps enclosed in a split face CMU building with an office, lavatory, electrical room, and a stand-by generator. The building was contiguous with a compound for a fuel storage tank and an area for future chemical storage and feed equipment.

The project was rounded out with a 3 MG prestressed concrete ground storage tank, and the site was supplied by a 1,900 LF of 24-inch transmission fill/discharge line. This premier facility interfaced with the county-wide SCADA system for full remote operational capability.



EXPERIENCE REQUIREMENTS	
✓	≥3 MGD Pump Station

**KEY HIGHLIGHTS**

- ✓ Top five bids within 1.6% of each other, Indicating concise design
- ✓ Construction management services Including bidding support, construction observation and inspection
- ✓ Design included provisions for a chemical feed and storage system for future expansion of the facility's pumping capacity and storage
- ✓ The PLC and SCADA systems were designed in strict adherence with established county standards, reinforcing the county's SCADA system goals

**PROJECT DETAILS**

Project details are provided on the following page on the required reference form.

5

REFERENCE FORM

Consultant Name: McKim & Creed, Inc.

Role on the Project (Prime, Sub-consultant, Engineer of Record, etc.) Prime

Reference Entity: Hillsborough County

Reference Contact Person: Gita Iranipour, Ph.D.

Reference Address: 332 North Falkenburg Road, Tampa, FL 33619

Reference Email Address: iranipourg@hillsboroughcounty.org

Reference Phone No.: 813.272.5977

Project Name: South County Potable Water Re-Pump Station

Project Delivery Method: Design-Bid-Build

Project Location: Hillsborough County, FL

Consultant Project Manager: David Wehner, PE

Project Engineer of Record: McKim & Creed, Inc. / David Wehner, PE

Date Project Commenced: January 2009

Date of Final Completion: July 2012

Construction Cost (Budget & Final Costs): Budget: \$5,136,282 Final: \$5,136,282

Alternative Delivery Projects (Only) Original GMP: N/A Final Cost: N/A

Qualification Satisfied:  3.a. ≥36-inch Pressure Pipeline  3.b. ≥3-MGD Firm Capacity Pump Station

3.c. Alternative Project Delivery  3.d. Subaqueous Pipeline Crossing

Description of Work Performed and Explanation of Differences in Original GMP and Final Cost (GMP difference only for alternative delivery projects) :

Hillsborough County was experiencing low system pressure at peak demands in the South-Central Service Area. To address this operational limitation, Hillsborough County retained McKim & Creed to design a 12.5 mgd potable water re-pump station and a 3 MG potable water ground storage tank. During the initial phase, our team provided a preliminary engineering report; and final design, permitting, public relations and bidding phase services. Upon completion of the design phase, the County retained the team to provide full construction management and observation services.





## 6 FY19 CIP CITY OF TAMPA WATER MAIN IMPROVEMENTS PROJECT CITY OF TAMPA

The FY19 CIP Water Main Improvement Program included the replacement of approximately 102,500 LF of water mains up to 16-inch in diameter throughout 20 project areas within the City's water service area. The project targeted under-sized and older pipelines as well as the removal of parallel and redundant water mains to improve service and water quality. The GMP for pre-construction services included an evaluation and prioritization of the 20 projects, permitting, design, and stakeholder engagement.



As the first of two construction GMPs for the program, GMP No. 1 was an "early out" package to expedite design and construction of eight project areas with a history of breaks that included over 7,100 LF of water mains. The Design-Build Team successfully provided turnkey services including, surveying, SUE, design, permitting, public outreach, geotechnical, CEI and construction services.

Much of this water main replacement work was designed and installed using both open-cut and horizontal directional drill (HDD) technology. Our team coordinated permitting with multiple agencies, including rights-of-way for City of Tampa, Hillsborough County, and Florida Department of Transportation; and general permitting through Florida Department of Environmental Protection, Hillsborough County Health Department and Hillsborough County Environmental Protection Commission

Westra was able to negotiate the preconstruction GMP and obtain City Council approval within 65 days from notice to proceed for the FY19 CIP Water Main Improvements Design-Build Project. To further expedite the project, the construction costs for nine of the 20 projects were negotiated and approved within the next 26 days as GMP No.2, and construction was initiated 76 days thereafter. All nine projects were successfully constructed and placed into service within the following seven months.

TEAM CONTINUITY	
<b>WESTRA</b>	<b>MCKIM &amp; CREED</b>
<b>Horses First</b>	<b>valerin</b>

EXPERIENCE REQUIREMENTS	
<input checked="" type="checkbox"/>	Alternative Project Delivery

### KEY HIGHLIGHTS

- ✔ Assisted more than six emerging and/or minority businesses in gaining their City of Tampa WMBE/SLBE Certifications. We also delivered payment on a weekly basis in order to support their business needs
- ✔ Based on the success of this phased, progressive design-build program, the City developed a five-year, \$25 million progressive design-build program for additional water main replacement projects and selected our team to continue as their design-build partner of choice

### PROJECT DETAILS

Project details are provided on the following page on the required reference form.



6

REFERENCE FORM

Consultant Name: Westra Construction

Role on the Project (Prime, Sub-consultant, Engineer of Record, etc.) Prime

Reference Entity: City of Tampa

Reference Contact Person: Rory Jones, PE

Reference Address: 306 East Jackson Street, Tampa, FL 33602

Reference Email Address: rory.jones@tampagov.net

Reference Phone No.: 813.274.8121

Project Name: FY19 CIP City of Tampa Water Main Improvements Project

Project Delivery Method: Design-Build

Project Location: Tampa, FL

Consultant Project Manager: Matt Hester, DBIA, CGC, PMP

Project Engineer of Record: McKim & Creed, Inc. – David Wehner, PE

Date Project Commenced: April 2019

Date of Final Completion: May 2021

Construction Cost (Budget & Final Costs): N/A

Alternative Delivery Projects (Only) Original GMP: GMP 1 (Pre-Construction): \$3.1M

GMP 2 (Early-Out): \$1.9M

GMP 3: \$24.9M

Final Cost: GMP 1 (Pre-Construction): \$3.1M

GMP 2 (Early-Out): \$1.9M

GMP 3: \$24.9M

Qualification Satisfied:  3.a. ≥36-inch Pressure Pipeline  3.b. ≥3-MGD Firm Capacity Pump Station

3.c. Alternative Project Delivery  3.d Subaqueous Pipeline Crossing

Description of Work Performed and Explanation of Differences in Original GMP and Final Cost (GMP difference only for alternative delivery projects) :

This project involved the design, permitting and construction of approximately 102,000 LF of 4 thru 16-inch diameter water mains located within 20 project areas throughout the City of Tampa to replace old and redundant water mains and improve water service and quality. The project included extensive public outreach services tailored to fit the City’s needs and site-specific tree surveys to identify grand and protected trees within the project area to safeguard the City’s assets. Survey, subsurface utility engineering (SUE) and geotechnical assistance rounded out the services provided by the design-build team to the City. The project utilized three separate Guaranteed Maximum Price (GMP) contracts to expedite the project.



## 7 TECO POLK WATER RECLAIMED WATER PIPELINE TECO - TAMPA ELECTRIC

Westra Construction performed the installation of 78,000 LF reclaimed water pipeline that was required to transfer water from the City of Lakeland’s Wetland Treatment System to Tampa Electric Company’s Polk Power Station to receive additional treatment at a new Reclaimed Water Treatment Plant (RTP by others) for use in the power plant’s cooling water system.



Westra Construction furnished & installed isolation plug valves and valve boxes, combination air release/vacuum relief valves, restrained & unrestrained 30-inch PVC DR 21 and DR 25 by direct bury method, 36-inch (IPS) DR 11 HDPE by horizontal directional drill method under the north prong of the Alafia River and nine jack-and-bore crossings using a 48-inch diameter steel casing with 30-inch PVC carrier pipe.

The team provided pre- and post-construction video of pipe route, construction photographs, subsurface utility locates including potholing the route, and dewatering as required. Careful QA/QC was vital to project success. MOT plans were required and adhered, dust control measures were maintained.

### TECHNICAL RELEVANCE

- » **Civil:** Site specific stormwater by-pass plans were developed and submitted to FDOT for approval which demonstrated the ability to by-pass existing drainage systems around the immediate area of construction to keep from flooding private properties and adjacent roadways.
- » **Project Delivery:** Teamwork: Westra was able to procure and install approximately 15 miles of 30” transmission main in under 13 months through efficient scheduling and management, use of multiple pipe crews, and close coordination with the City of Lakeland, SWFWMD, TECO, and FDOT. Further, the project’s timely completion was dependent upon interacting with the two contractors constructing the tie-in points at the City of Lakeland’s Wetland Treatment System and TECO’s Polk Power Station.

### TEAM CONTINUITY

**WESTRA**



### EXPERIENCE REQUIREMENTS

- ✓ ≥36” Pressure Pipeline
- ✓ Subaqueous Crossing

### KEY HIGHLIGHTS

- ✓ 78,000 LF of 30” reclaimed water main
- ✓ 2,800 LF of 36” HDPE installed by HDD
- ✓ 900 LF of 48” casing installed across 8 intersections by Jack and Bore
- ✓ Gopher tortoise relocation
- ✓ Fast-track project completed within 13 months
- ✓ FDOT ROW permit
- ✓ Wetlands/permitting

### PROJECT DETAILS

Project details are provided on the following page on the required reference form.

7

REFERENCE FORM

Consultant Name: Westra Construction

Role on the Project (Prime, Sub-consultant, Engineer of Record, etc.) Prime

Reference Entity: TECO - Tampa Electric

Reference Contact Person: Cat Magliocco

Reference Address: 702 N. Franklin Street, Tampa, Florida 3602

Reference Email Address: cmagliocco@tecoenergy.com

Reference Phone No.: 813.228.1346

Project Name: TECO POLK Water Reclaimed Water Pipeline

Project Delivery Method: Design-Bid-Build

Project Location: Tampa, FL

Consultant Project Manager: Brian Garnett

Project Engineer of Record: AECOM

Date Project Commenced: November 2012

Date of Final Completion: September 2017

Construction Cost (Budget & Final Costs): N/A

Alternative Delivery Projects (Only) Original GMP: \$13.8M Final Cost: \$13.8M

Qualification Satisfied:  3.a. ≥36-inch Pressure Pipeline  3.b. ≥3-MGD Firm Capacity Pump Station

3.c. Alternative Project Delivery  3.d Subaqueous Pipeline Crossing

Description of Work Performed and Explanation of Differences in Original GMP and Final Cost (GMP difference only for alternative delivery projects) :

TECO’s aggressive schedule, a requirement of special safety training, and environmental concerns were key components to the successful completion of this project. The installation of 78,000 LF of reclaimed water pipeline was required to transfer water from the City of Lakeland’s Wetland Treatment System to Tampa Electric Company’s Polk Power Station to receive additional treatment at a new Reclaimed Water Treatment Plant (RTP by others) for use in the power plant’s cooling water system. Westra furnished & installed isolation plug valves and valve boxes, combination air release/vacuum relief valves, restrained & unrestrained 30-inch PVC DR 21 & DR 25 by direct bury method, 36-inch (IPS) DR 11 HDPE by horizontal directional drill method and nine jack-and-bore crossings using a 48-inch diameter steel casing with 30-inch PVC carrier pipe.



## 8 KEY WEST TO SUNSET KEY DIRECTIONAL DRILLING UTILITY INSTALLATION KEY WEST, FL

McKim & Creed teamed with Mears on a challenging directional drilling utility installation design-build project to replace aging utility lines. The site of the project was Sunset Key, a privately owned island approximately 1,800 feet offshore from the west end of Key West. The Key West side of the alignment was characterized by dense urban development consisting of hotels, commercial stores, marina and high pedestrian traffic.



The work included replacing a sewer force main, potable water main, and electric, telephone, data and television cables. An efficient and cost-effective design was proposed which bundled the proposed utilities together for installation into a single 2,700 LF Horizontal directional drill (HDD) bore hole using various pipe materials. HDD was utilized to replace these utilities given the tight site constraints and environmental considerations for this subaqueous crossing. The HDD design minimized impacts to natural resources in the Florida Keys National Marine Sanctuary, marine vessel activity in the Key West Harbor Channel, existing structures and tourist activities by strategically locating the drill pits, construction equipment and materials.

Implementation of a proactive public outreach plan to coordinate with the local residents and the Coast Guard was critical to the success of the project. Permits were required from FDEP and the United States Army Corps of Engineers (USACE), including the acquisition of a new sovereign submerged lands easement. A variance from FDEP allowed the water main and force main to be “bundled” in a single HDD bore hole.

ESA provided scuba divers for monitoring the potential for inadvertent releases of drilling fluids (frac-out) during HDD to protect the fragile coral and seagrass ecosystem. The design-build team completed the project with no environmental impacts.

### TEAM CONTINUITY



### EXPERIENCE REQUIREMENTS

- Alternative Project Delivery
- Subaqueous Crossing

### KEY HIGHLIGHTS

- ✔ Permits were required from FDEP and the United States Army Corps of Engineers including the acquisition of a new sovereign submerged lands easement for the proposed utilities crossing the Channel
- ✔ The HDD design minimized negative impacts to natural resources, marine vessel activity, and existing structures by strategically locating the drill pits, construction equipment and materials

### PROJECT DETAILS

Project details are provided on the following page on the required reference form.

## REFERENCE FORM

**Consultant Name:** McKim & Creed, Inc.

**Role on the Project (Prime, Sub-consultant, Engineer of Record, etc.)** Prime: Engineer-of-Record

**Reference Entity:** Mears Group, Inc.

**Reference Contact Person:** neil.smith@mears.net

**Reference Address:** 1606 Eastport Plaza Drive, Collinsville, IL 62234

**Reference Email Address:** neil.smith@mears.net

**Reference Phone No.:** 281.682.4269

**Project Name:** Key West to Sunset Key Directional Drilling Utility Installation

**Project Delivery Method:** Design-Build

**Project Location:** Key West, FL

**Consultant Project Manager:** Robert Garland, PE, DBIA

**Project Engineer of Record:** Blake Peters, PE

**Date Project Commenced:** June 2015

**Date of Final Completion:** September 2019

**Construction Cost (Budget & Final Costs):** N/A

**Alternative Delivery Projects (Only) Original GMP:** \$2.5M **Final Cost:** \$2.5M

**Qualification Satisfied:**  3.a.  $\geq$ 36-inch Pressure Pipeline  3.b.  $\geq$ 3-MGD Firm Capacity Pump Station

3.c. Alternative Project Delivery  3.d. Subaqueous Pipeline Crossing

Description of Work Performed and Explanation of Differences in Original GMP and Final Cost (GMP difference only for alternative delivery projects):

Replacement of aging utility lines serving Sunset Key, a privately-owned island approximately 1,800 feet off shore from the west end of Key West. The Key West side of the alignment is characterized by dense urban development consisting of hotels, commercial stores, marina and high pedestrian traffic. The work included replacing a sewer force main; potable water main; and electric, telephone, data and television cables. An efficient and cost-effective design bundled the proposed utilities together for installation into a single 2,700 LF HDD bore hole using various pipe materials. Implementation of a pro-active Public Outreach Plan was coordinated with the local residents and the Coast Guard which was critical to the success of the project. Permits were required from FDEP and the United States Army Corps of Engineers (USACOE) including the acquisition of a new sovereign submerged lands easement.





## 9 THE ELIZABETH RIVER TUNNELS PROJECT VIRGINIA DEPARTMENT OF TRANSPORTATION

The existing Midtown Tunnel is a two-lane tunnel under the Elizabeth River connecting the cities of Norfolk and Portsmouth. This expansion project added a new two-lane tunnel running parallel to the existing one – dedicating eastbound traffic for one tunnel and westbound for the other to increase the capacity for traffic between both cities. Prior to the tunnel construction (which requires dredging technique to install precast tunnel sections), the existing raw water line needed to be relocated. Throughout the duration of this project, the City of Norfolk was able to provide uninterrupted water service to their residents.

The raw water line relocation project consisted of installing an internally and externally coated 36-in. steel transmission pipe under the Elizabeth River using horizontal directional drilling (HDD) methods at the 4,500-ft long crossing, as well as installing ductile iron pipe using open-trench methods on the land portions with tie-ins to the existing raw water line. As the sub-contractor, Mears supervised activities related to the onsite fabrication and handling of the HDD pipe by Patterson & Wilder, and the open-trench ductile pipe installation by T.A. Sheets, in Portsmouth and Norfolk.

Mears’ crews mobilized in December 2012 to install 60-inch casings on the entry and exit sides of the river crossing to mitigate the inadvertent return of drilling fluids in the upper strata of softer soils and isolate the problems with drilling through fill material. Once the casings were installed and reamed out, centralizers were installed to maintain the drill string in the centers of the casings during pilot-hole operation, as well as subsequent reaming passes.

The geometry of the 4,500-ft drill included two horizontal curves to circumvent existing and proposed structures within the new raw water line easement. The pilot hole was drilled using the intersect method, drilling from both the entry and exit sides and meeting beneath the Elizabeth River. Mears’ 140,000-lb rig was stationed in Portsmouth at the pipe-side (or exit side), while Mears’ 1.1 million-lb. rig was positioned at the entry side in Norfolk. During HDD activities, installation of ductile iron pipe on the land portions, that included three auger bores, was progressing to maintain the aggressive relocation schedule.



EXPERIENCE REQUIREMENTS	
✓	≥36" Pressure Pipeline
✓	Alternative Project Delivery
✓	Subaqueous Crossing



### KEY HIGHLIGHTS

- ✓ 36-inch Diameter Steel Pipe
- ✓ 4,500 Linear Feet Drill
- ✓ Mears was selected to handle the water line relocation portion of this high-profile project which included a tight construction schedule and challenging drilling geometry

### PROJECT DETAILS

Project details are provided on the following page on the required reference form.



9

REFERENCE FORM

Consultant Name: Mears

Role on the Project (Prime, Sub-consultant, Engineer of Record, etc.) Sub-consultant

Reference Entity: Virginia Department of Transportation

Reference Contact Person: Carolina Palmer

Reference Address: 2430 Pine Forest Drive, Colonial Heights, Virginia 23834

Reference Email Address: Carolina.Palmer@VDOT.Virginia.gov

Reference Phone No.: 757.483.3756

Project Name: The Elizabeth River Tunnels Project

Project Delivery Method: Design-Build

Project Location: Norfolk, VA

Consultant Project Manager: Colin Harris

Project Engineer of Record: WSP, Inc.

Date Project Commenced: 2012

Date of Final Completion: 2017

Construction Cost (Budget & Final Costs): \_\_\_\_\_

Alternative Delivery Projects (Only) Original GMP: \$30M Final Cost: \$30M

Qualification Satisfied:  3.a. ≥36-inch Pressure Pipeline  3.b. ≥3-MGD Firm Capacity Pump Station

3.c. Alternative Project Delivery  3.d. Subaqueous Pipeline Crossing

Description of Work Performed and Explanation of Differences in Original GMP and Final Cost (GMP difference only for alternative delivery projects):

Mears successfully relocated a raw water line for Skanska, Weeks, Kiewit, known as SKW Constructors, (contracted by Elizabeth River Crossings OpCo, LLC as the design-build contractor for this public-private project with the Virginia Department of Transportation) in the city of Norfolk. The project consisted of installing an internally and externally coated 36-inch steel pipe for raw water transmission under the Elizabeth River using horizontal directional drilling (HDD) methods at the 4,500-ft long crossing, as well as installing ductile iron pipe using open trench methods on the land portions with tie-ins to the existing raw water line. As the sub-contractor, Mears supervised activities related to the onsite fabrication and handling of the HDD pipe by Patterson & Wilder, and the open-trench ductile pipe installation by T.A. Sheets, in Portsmouth and Norfolk.



4

PROGRESSIVE DESIGN-BUILD TEAM  
**PROJECT APPROACH**





## 4 Project Approach

The Authority understands the importance of selecting an experienced design-build team that will provide a proven, risk-based approach to successfully place the proposed Phase 2B and Phase 3C water mains into operation by March 1, 2026 and March 1, 2025, respectively. Meeting the schedule is critical to achieving the Authority's mission of supplying your customers with a reliable water supply and meeting the Authority's contractual obligations with Charlotte and Sarasota Counties. An integrated team that promotes progressive design-build best practices will bring added value to the Authority by fostering teamwork and collaboration between all stakeholders, integrating value engineering into the design and construction phases, and executing a work plan that minimizes community disruption and protects the environment.

### PROVEN PROGRESSIVE DESIGN-BUILD APPROACH

Our team's proposed management approach was developed to promote communication with stakeholders, achieve the Authority's budgetary and schedule goals, and to promote DBIA's best practices.

The proposed approach will achieve timely, consensus-based decisions; manage project risks; promote safety during construction and operation of the system; and ensure that the Authority's schedule is achieved with minimal community disruption.

**Our proven approach was refined by our proposed team members based on lessons learned and success stories from the reference projects included in Tab 3.**

### CRITICAL FACTORS OF SUCCESSFUL COLLABORATIVE DELIVERY PROJECTS

The Water Design-Build Council (WDBC) recently published findings of the typical characteristics of successful collaborative delivery projects. Their research identified key "control points" that should be included in a team's approach to ensure the success of a design-build project. Critical factors to success include:

- ✓ Experience of key individuals working together on design-build projects
- ✓ Value engineering during design to provide value-added change orders
- ✓ 30% & 90% design/contract compliance reviews
- ✓ Clear definition of organizational roles and authorities

Our team integrated the recommended control points into the approaches for the reference projects provided in Section 3 and will leverage success stories – and lessons learned – from those projects to achieve the Authority's budgetary, schedule, and risk management goals on this project.

"I want to personally reach out to you and thank you and your team regarding the ongoing dedication and partnership you have shown for the City of Tampa. I would be remiss if I did not say anything regarding you and your team's ability to "step up" for the City when other contractors can't or are not qualified to do the work. Westra is always "willing and ready" to go above and beyond their actual scope to not only identify potential problems, but present viable and logical solutions. Westra has and is a contractor that does not balk or give excuses, just resolutions.

On behalf of myself and the City of Tampa, I would like to again say "Thank You". Westra has and is still proving that a relationship between a Municipality and a Contractor can be symbiotic, where both parties can flourish and succeed."

Jose Rego, City of Tampa

## MANAGEMENT TEAM AND STAFFING PLAN



**Mike Beukema, CGC** is proposed as the Project Director. Mike will have signatory authority for the team and will serve as our back-up project manager to ensure continuity of communication throughout all phases of the project and to be responsive in times of emergency.

**All first-tier contractors, specialty sub-trade contractors, and vendors will have contracts directly with Westra. This will ensure a single point of responsibility and accountability for contractual, resource, or delivery issues and will mitigate potential supply chain issues.**



**Matt Hester, DBIA, CGC, PMP** will serve as our Project Manager and will be the Authority's primary point-of-contact for day-to-day activities and for contract compliance. His primary focus will be project delivery – maintaining the project schedule, providing transparent pay applications, and managing team resources.

**The Project Manager will also monitor and adjust projected resource needs and will further mitigate potential supply issues by proactively developing and updating detailed supply chain assessments throughout all phases of the project.**



**Robert Garland, PE, DBIA** has been assigned as the Design Manager and will oversee planning, property acquisition, permitting, and design services during the pre-construction phase. He will also oversee stakeholder engagement, risk management, and conflict resolution activities throughout both the pre-construction and construction phase services.

The Design Manager will facilitate risk management reviews, partnering sessions, design and value engineering workshops, and stakeholder outreach meetings throughout all phases of the project to ensure that the Authority realizes the true benefits of the progressive design-build process.

Robert has completed over \$1 billion in design-build projects and understands DBIA best practices. He served in a similar role for a recently completed multi-year, \$50 million utility project which included a new lift station facility and subaqueous pipe installations up to 60 inches in diameter.



**Brian Garnett** will serve as the Construction Manager. He will provide constructability and value engineering reviews during the pre-construction phase and will focus on the production rates of multiple crews during construction. Brian has the authority to stop the work of any team member due to safety or quality issues and is committed to maintaining a safe and neighborhood-friendly work environment.

**Brian understands that stakeholder engagement extends beyond community meetings, and includes daily interaction with residents and businesses, the effectiveness of MOT plans, and the timing of restoration activities. He will serve as a "field ambassador" resolving community issues in real time.**



**David Wehner, PE** will serve as the Engineer of Record (EOR) on this critical progressive design-build project. He will manage a minimum of four dedicated design teams - two for open cut design, one for trenchless design and one for the booster pump station.

**David has been partnering with Westra for 20 years on design-build projects and understands the level of effort required to communicate design intent to our staff to deliver quality, cost-effective, and sustainable pipeline projects delivered by progressive design-build.**

The design teams will be supported by a diverse staff of environmental, geotechnical, cathodic protection, maintenance of traffic, hydraulic/transient modeling, and construction specialists to identify and resolve any unique permitting, design, or construction issues

that may arise. Our goal is to identify and resolve construction, operational, or community impact issues during design, not during construction or commissioning.

## PERMITTING APPROACH

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We have developed a permitting approach that will protect the project schedule and not allow the issuance of permits to raise to the critical path level. Carl Albano, PE has been assigned as the dedicated permitting specialist for this project and is well-versed in coordinating multi-agency permits for time sensitive projects in the Authority's four county region.

**Our team successfully obtained an Environmental Resource Permit and a Sovereign Submerged Land Easement for a subaqueous crossing of an environmentally sensitive waterbody within 28 days for a similar project in Sarasota County. The Authority can expect the same level of expedited permitting services on this project.**

Like our competitors, we will conduct pre-application meetings with all permitting agencies. What sets us apart is the mutually beneficial relationships we have developed with local, state, and national permitting agencies with our thoroughly documented procedures. This has allowed us to submit permit applications as early as a 30% design to expedite the permitting process on time sensitive projects.

We have included ESA as a critical partner in evaluating wetlands, endangered species, and flora/fauna unique to this region of the state. ESA has partnered with McKim & Creed on environmentally sensitive pipeline routes and subaqueous crossings throughout Sarasota and Charlotte Counties and is a recognized leader in developing practical solutions for mitigating potential impacts to wetlands and navigating the federal permitting process in a timely manner.

## DESIGN APPROACH

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The Authority has invested considerable time and resources into the development of feasibility and routing studies for the proposed regional integrated loop 2B and 3C pipeline projects. The recommended routes have been thoroughly vetted by the Authority and presented to the Commission. Major deviations

to the recommended routes at this time could potentially impact the Authority's ability to meet your contractual schedule.

The true value of the progressive design-build process will be to optimize the proposed routes, refine the alignments, and implement construction techniques that will:

- ✔ minimize conflicts;
- ✔ protect the environment;
- ✔ mitigate community impacts; and
- ✔ enhance operability and safety.

Our team's integrated design-build approach will achieve the above goals while protecting project's budget and schedule.

**At the core of a successful design-build schedule is a comprehensive, logical work breakdown structure. A resource loaded schedule that clearly defines each of our team members' resource commitments and responsibilities was developed as part of our proposal development process and was included as an integral part on our internal teaming agreements. The schedule and activities will be refined with input from the Authority and will serve as the basis of our approved scope and fee for Phase 1 services. Our team used this same approach on a recent progressive design-build project for Hillsborough County and we were able to submit a final scope and fee for Phase 1 services to the County within nine days of award.**

## DEDICATED DESIGN TEAMS

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We propose to utilize 2 dedicated open cut design teams, 1 trenchless design team, and 1 design team for the pumping station facility. David Wehner, PE will be the engineer of record and will manage all internal and external design services.

Upon selection, our team will partner with the Authority to finalize the proposed routes and alignments. A basis of design report (BODR), or 30% design, will be prepared for review by all stakeholders.

A value engineering/constructability workshop is proposed as part of the 30% design review. A final BODR will be developed that incorporates all consensus-based decisions.



**We anticipate submitting the majority of the permit applications with the accepted 30% design. Environmental permits may require additional field work and could be submitted somewhere between the 30 and 60% design.**

The 30% design would then be advanced to a “constructable” set of 60% drawings to develop a guaranteed maximum price by January 17, 2023 and September 1, 2023, for Phases 3C and 2B, respectively.

Our proposed teams have been providing design-build services together for over 20 years, and our proposed team members have been delivering progressive design-build projects for over 15 years. McKim & Creed understands the level of detail required to relay their design intent to our construction team. This will result in timely and quality deliverables – translating into operator friendly and safe facilities for your staff.

The Request for Statement of Qualifications states that the Authority is “progressing toward preliminary engineering activities of geotechnical engineering, property acquisition, and survey.” We propose the following proven field services to reduce costs and manage risks as part of design services. Our team can provide all or portions of the preliminary engineering tasks based on supplemental services provided by others prior to issuance of our notice to proceed:

- ✔ The feasibility and route studies indicated potential sources of contamination. Our team identified other potential sources of contamination along the routes that could impact project costs and schedules.

Targeted soil and groundwater samples should be extracted during geotechnical testing to confirm the presence/absence of contaminated materials. This will assist in the selection of pipe/gasket materials, dewatering methods, and final route alignment.

Groundwater elevations and conditions along the route should also be confirmed during the geotechnical testing to eliminate any dewatering surprises during construction.

- ✔ Our team proposes to use mobile LiDAR for collecting field data and producing accurate topographic base sheets. This will allow us to collect field data from “right-of-way to right-of-way” along the length of the recommended routes within days of the notice to proceed.

The data can then be processed as the route is refined, providing the flexibility to move the alignment to either side of the road as the design progresses without increasing project costs or sacrificing the project’s schedule.

The use of mobile LiDAR will provide the Authority the flexibility to field-scan the optional extension of the Phase 3 pipeline, parallel to Lorraine Road just north of Fruitville Road, or additional routes at essentially no additional cost. This would provide the Authority an “off the shelf” survey to be used at the Authority’s discretion.

For additional cost and time savings, the Phase 2B and 3C routes could be driven/scanned at the same time, providing additional flexibility.

**McKim & Creed is the largest and most experienced surveying and mapping firm in the Southeast United States. They have the ability to immediately mobilize multiple surveying and subsurface utility engineering (SUE) crews directly from their Sarasota office.**

**We propose to supplement traditional surveying with both aerial and mobile LiDAR to reduce the survey field time and shorten the time from NTP to final topography delivery by over 40% - saving time and safely collecting more data with better accuracy than conventional methods.**

Our team designed and permitted routes in three (3) distinct segments for the fast-tracked South County Water Transmission Main design-build project in Hillsborough County to allow construction of early-out packages for established routes to be initiated while land acquisition negotiations for an alternate route were being finalized. This allowed the County to realize the monetary benefits of the alternate route while protecting the aggressive project schedule.



The routes along the roadways are ideally suited for mobile LiDAR collection. Using a combination of the LiDAR point cloud and imagery, we will be able to extract aboveground improvements such as utility poles, mailboxes, and landscaping features. Designs for roadway restoration and repairs to private driveways can be designed more accurately due to the density of the data being collected.

Our team anticipates receipt of topography surveys within 90 days from NTP, which will allow us to immediately initiate design.

The Authority should consider including an allowance for unforeseen site conditions that would include contaminated materials. This approach was used by the City of Tampa on their Utility Capital Improvements Program (UCAP) – a series of utility projects performed by progressive design-build – which allowed unforeseen contaminated materials to be assessed and managed without impacting schedule. Team members Mike Beukema, Matt Hester, and Robert Garland served in similar roles as proposed for this project for the City's award-winning program.

## CONSTRUCTION APPROACH



Grant Wynn will serve as the Lead Pipeline Superintendent and will provide field supervision of multiple site preparation, pipeline, and restoration crews. We propose a minimum of 3 dedicated pipeline crews to achieve the Authority's schedule: 2 open cut crews and 1 trenchless crew. Each field crew will be supported by 2 auxiliary crews – a site preparation and a restoration crew.

**We propose to have 3 primary field crews and 6 auxiliary crews working simultaneously to make sure that the Authority's critical schedule for this project is met.**

The site preparation crews will initiate site clearing, dewatering, and maintenance of traffic activities. The crews will also monitor and resolve environmental, traffic, and community issues on a 24/7 basis.

Once the pipeline crews have completed a segment of pipe, the restoration crews will prepare temporary and/or permanent roadway surfaces, return driveways and landscaping to "in-kind" conditions, and maintain daily jobsite conditions (i.e., dust suppression, trash

pick-up, etc.). The goal is to provide residents and businesses with immediate relief from the temporary impacts of construction activities.

**We propose equipping our Resident Project Representatives (RPRs) with real-time kinematic (RTK) global positioning system (GPS) survey equipment to collect as-built data as the water main is being installed to increase accuracy and mitigate restoration delays. This approach has proven effective on similar design-build projects recently completed by our team, including the Dale Mabry Diversion Force Main project and multiple progressive design-build projects for the City of Tampa.**

Our local team has the available resources to expand the number of field crews, if needed, beyond three, to absorb schedule impacts due to weather delays or other unforeseen conditions.

A dedicated construction crew is also proposed for the 10 MGD pumping facility, 5 MG ground storage tank, and associated appurtenances.

## LEADERSHIP EXPERIENCE



**David Wehner** served as the project manager for Hillsborough County's Potable Water Re-Pump Station (reference project 5). The 12.5 MGD re-pump facility included a ground storage tank and controls similar to those proposed for the Phase 3C pump station facility.



**Matt Hester** served as project manager for the construction of a 50 MGD booster pump station for Hillsborough County using progressive design-build delivery (reference project 4). This same team is proposed for this project, ensuring quality and timely services.

## PROACTIVE STAKEHOLDER ENGAGEMENT

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The long-term benefits of this project should be clearly communicated to all stakeholders to gain community acceptance of the short-term impacts of construction activities. Our team understands the nuances of developing effective messages that will resonate with local communities on sensitive issues to support critical capital improvement projects and will leverage that knowledge on this project.

Engagement of the public, commissioners, member agencies, regulatory agencies, environmental groups, and the media will be equally important for maintaining stakeholder support of the proposed Phase 2B and Phase 3C pipeline routes. Our team will work with the Authority to develop a Stakeholder Engagement Plan, which will enhance community relations and encourage public engagement during the planning, design, and construction phases.

**Lessons learned from similar projects have demonstrated that stakeholders are more willing to accept construction impacts when proposed maintenance of traffic (MOT) plans, and then revised MOT plans that incorporate their input, are reviewed with residences and businesses months in advance of construction.**

The Valerin Group has been added to our team to compliment our in-house services. Valerin's commitment to develop and implement public information and outreach programs over the last 25 years has cemented their position as a long-term member on our design-build projects. Valerin recently worked alongside Westra on citywide water main replacement projects for the City of Tampa and will use that experience to benefit the Authority on this project.



Combining with Valerin's services, Westra has an established **Field Ambassador Program** that designates a single person in the field to resolve issues in real time. For this project, Brian Garnett has been assigned as the Field Ambassador and will easily be distinguishable from the other crew members by his blue hard hat and safety vest. Mr. Garnett has the technical knowledge and interpersonal skills required to serve as a first line of communication for issues arising spontaneously in the field and has the authority to immediately shut down work and mobilize additional resources, if needed, to resolve issues that affect workers and public safety.

## ENVISION FRAMEWORK

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The project team has been incorporating sustainability and resilient designs and construction practices into its projects for over a decade. We have staff experienced with verifying projects into the ENVISION program. We typically use the ENVISION process as a guideline to promote safe and environmentally friendly concepts into our designs that consider impacts during both the construction and ultimate operation of the project.

**The ENVISION process was utilized by our design-build team during the planning, design, and construction of the award-winning Dale Mabry Diversion Force Main and Reclaimed Water Transmission Main Design-Build Project.**

**The Dale Mabry Diversion Force Main and RCW Transmission Main Design-Build Project received a project of the year award from both DBIA and APWA due to innovative construction management techniques and a focus on environmental stewardship and sustainable practices.**

Sustainability and the Envision process closely align with our team's core values. We will take into account the health and safety implications of using technologies or methodologies which go above and beyond meeting standard regulatory requirements.



## LEADERSHIP MEETINGS

We propose for the team to conduct quarterly Leadership Meetings, beginning with the Kick-Off Meeting. The Leadership Team will consist of key decision-makers from the Authority and principals, or their designated representatives, from the Owner's Advisor and the Design-Build Team. This will allow the team to make timely decisions, resolve unanticipated issues or potential conflicts, and manage real or perceived disputes without escalation. This approach was used by our team members for the City of Tampa's \$200 million UCAP Program – delivered by progressive design-build – and was a pivotal factor in the project's success.

## TEAM MEETINGS

The key to achieving the aggressive schedule on this project is to maintain open and transparent communications with all team members. We recommend the following team meetings, as a minimum, to develop consensus-based decisions throughout the progressive design-build process:

**Kickoff Meeting** – we propose to also use this meeting as the project's initial partnering session. Goals will include scope validation, review of processes and procedures, conflict resolution procedures, and lines of communication.

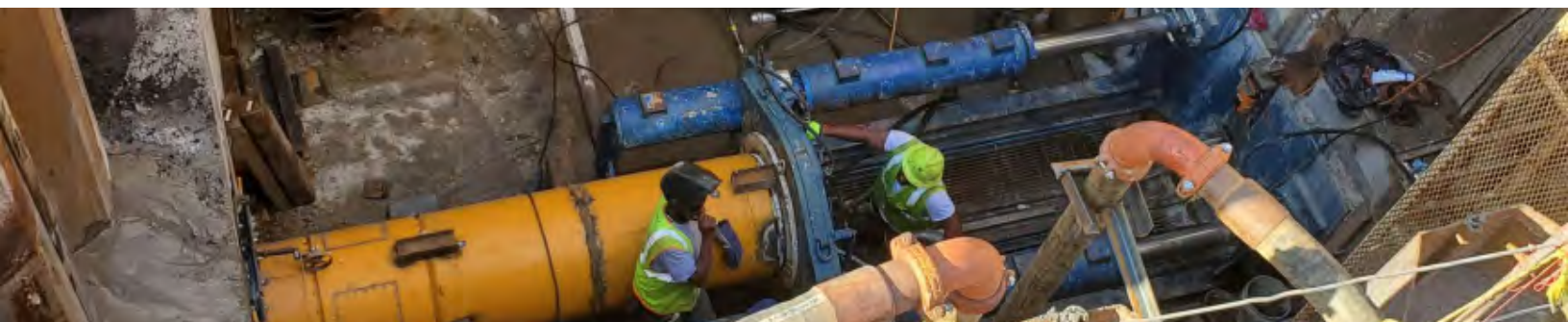
**Technical Workshops** – we propose to conduct a series of technical workshops to develop consensus-based team recommendations for critical and time sensitive planning, permitting, and design issues. This will allow specialty professionals from the Owner's staff, the Owners Advisor's staff, and our team to focus on critical issues that will impact design decisions.

**A Technical Memorandum (TM)** will be developed for review and acceptance by the team for critical decisions. The series of TMs will then roll up to form the basis of design document. Anticipated TMs include: Final Route & Alignment; Property Acquisition and Management; Maintenance of Traffic; Route Corrosivity Evaluation; Hydraulic Modeling/ARV Recommendations; Pipe Diameter; and Material Recommendations.

**Design Reviews** – formal design reviews will occur at the 30%, 60%, and 90% milestones. Draft documents will be forwarded to the Owner and the Owner's Advisor two weeks prior to the meetings. We propose that comments be logged and tracked through Blue Beam Studio, or equivalent, so team members can simultaneously review the documents. "Page flips" will occur during the review meetings to review and reconcile all comments.

**Value engineering and constructability reviews** will be integrated into the 30% and 60% reviews. We propose use of a SAVE International® Professional to facilitate the formal value engineering/constructability reviews to maximize participation by all team members.

**Team Progress Meetings** – we propose to hold team progress meetings every two (2) weeks, at least through the acceptance of the 30% design, to facilitate teamwork and collaboration. The meeting frequencies could ultimately be reduced to monthly occurrences. The team meetings should include key representatives from the Owner's Management Team, the Owner's Advisor, and the Design-Build Team.







The RFQ requested for each proposer to specifically address the challenges and approach for risk registry, controlling costs (design and construction), and working with supply chains.

## A Risk Registry

### RISK MANAGEMENT PLAN

We will prepare a Risk Management Plan in partnership with the Authority and Owner's Advisor to reduce the overall risk profile of the project and recognize opportunities for both cost and schedule benefits for all parties.

**Decision and Project Issue Logs** – The team will track decisions and issues that threaten or present opportunities to impact cost or schedule and will immediately communicate with the Authority for input and direction. Early identification, communication, and management of an issue will minimize adverse impacts that potential issues could have on the project during design and construction, as well as aid in expediting the schedule and assisting in making sure the design and GMP are within Authority's budget.

By collaborating with the Authority to identify, track, and mitigate risks, we can transparently define the appropriate amount of contingency funds to include in the GMP. Our "open book" approach to contracting allows the Authority to understand all risks, contingencies, assumptions, and pricing and provides a competitive GMP.

**The contingency range will serve as a starting point for establishing the actual contingency or defining allowances contained within the GMP. During construction, the risk register will become a living document that addresses ongoing issues and defines a path for using or not using the contingency funds. As the project progresses and risk elements are resolved, contingency funds can be reallocated to additional project risk elements, or the funds will be returned to the Authority as savings.**

### EARLY IDENTIFICATION, COMMUNICATION, AND MANAGEMENT OF AN ISSUE WILL MINIMIZE THE POTENTIAL ADVERSE IMPACTS THE ISSUE COULD HAVE ON THE PROJECT.

We propose to review and refine the Risk Register during each progress meeting. Based on the criticality of the identified risks, our team can also perform Monte Carlo analyses of the risks to provide a quantitative range of possible outcomes and probabilities. This would allow us to better define potential schedule or cost impacts and provide an opportunity to proactively develop mitigation strategies.

## RISK MANAGEMENT & SAFETY APPROACH

Risks associated with this critical water main project will be considered from the initial design stages, and will be reviewed and managed throughout the construction and closeout phases. Several areas of focus and concern that our team has for this project include the following:

**ENVIRONMENTAL IMPACTS:** Environmental research has already begun in an effort to circumvent impacts to the area's nearby wetlands, preserves, wildlife, and waterways. Protection of these areas begins during the initial design phase. During construction, best practices for SWPP and groundwater discharge will be in place along with continuous monitoring to ensure protection of these sensitive and invaluable resources. This project will be staffed with a full-time Certified Stormwater Inspector to ensure continual monitoring and compliance.

**PROTECTING EXISTING INFRASTRUCTURE:** Our team approach will ensure uninterrupted use and protection of the owner's existing facilities as well as protection of other facilities within the ROW along the route to mitigate any inconveniences for the owner, local businesses, and residents. From design to close-out, our team's unparalleled experience creates seamless coordination of such activities, and our seasoned staff are well versed in working in congested corridors with extensive conflicts.

**MITIGATING COMMUNITY IMPACTS:** A comprehensive stakeholder database will be developed that encompasses residents and businesses within proximity of construction activities and along the project corridor. Our team understands that MOT/TTC is critical to a successful project and that over 70% of construction related complaints originate from traffic and access control issues. Knowing this major corridor is impacted by significant traffic flow, we will develop MOT plans for proposed activities for review by the Authority and impacted stakeholders. The project will be staffed full-time with an Advanced MOT Certified Team Member and the MOT will be updated weekly, or as required, and can be posted on a project website. This would allow traffic patterns to be viewed in real time by all stakeholders, local and seasonal. MOT would not be restricted to vehicles, but will also include pedestrian traffic. We will listen to community feedback and adjust our plans accordingly

## Risk Management Lessons Learned and Success Stories



### Managing Risk Through Contingencies

Owner contingencies are widely used to manage project uncertainties and should be based on project-specific risks that are identified and quantified through a formal risk register process that involves all parties, including the Authority. *Use of a shared savings clause enhances transparency and incentivizes all parties to act as financial stewards while achieving a common goal.*



### Accelerated Schedules Contribute to 48% of Construction Issues

Owners, engineers, and contractors agree that accelerated schedules typically have the greatest impact on quality, cost, and schedule based on a recent study. *Our team agrees that these risks are mitigated by clearly defining owner goals and expectations, integrating early stakeholder input into critical design and construction decisions, and hosting team leadership meetings to facilitate transparent and open communications.*



A "biddable" set of contract documents is typically not required for progressive design build projects where the contractor and engineer have successfully partnered on multiple design-build projects. *An experienced design-build team can develop a "permissible and constructible" set of documents that clearly relay the design intent to the contractor and manage project risks.* More defined designs can be advanced to obtain competitive bids for work not being self-performed by the prime contractor.



**DBIA recommends that "all members of the design-build team should be educated and trained in the design-build process" and that "projects should not be staffed with individuals not experienced in design-build best practices." Many of the proposed team members have been executing design-build projects together for over 20 years and our proposed project manager and design manager are both DBIA credentialed professionals.**

– plans that will remain flexible to meet all expected and unforeseen events.

- **NOISE LEVELS AND VIBRATION** will be monitored at regular intervals and controlled during construction for worker safety and “good neighbor” policies. We are well aware that adverse construction noise and vibration affect businesses and communities, and our team will be proactive in mitigating these concerns with sound attenuation enclosures, properly sized and state-of-the-art equipment, appropriate compaction methods, and monitoring throughout construction.
- Our team will also develop a **DUST PREVENTION AND CONTROL PLAN** to mitigate fugitive dust. Besides the construction site and contiguous neighborhoods, the plan will also include the corridor required to transport materials on and off site. Dust will be controlled with on-site water trucks as well as broom tractors with continual water supply.

## SAFE WORK ENVIRONMENTS

Construction of large diameter pipelines in congested corridors can create unsafe conditions for construction workers, motorists, pedestrians, and bicyclists. It’s critical to partner with a design-build team that understands the nuances of installing large diameter pipelines in order to maintain a safe work environment during construction and the ultimate operation of the facilities.



**Brian Beukema, Safety Officer**

Brian has been involved in more than 21 projects in areas with business access maintenance requirements and high pedestrian and retail traffic. As Safety Director he develops, monitors, and enforces company policies; schedules and monitors training of employees; monitors project safety; purchase safety equipment and coordinates a safety incentive program. Possessing a strong proficiency in planning, implementing and supervising a comprehensive project safety, Brian will lead the development, implementation and interpretation of project procedures, including accident and resident safety programs.

## UNIQUE QUALIFICATIONS

- ✓ Has a proven track record as Safety Officer maintaining a successful EMR over the years and consistently promoting safety for the general public on similar Progressive Design-Build projects
- ✓ Directed Westra Construction to National recognition for outstanding Safety Culture and Performance
- ✓ As Vice President, provides active and direct daily involvement in Safety Management from an ownership level
- ✓ As Safety Officer at Westra Construction Corp., Brian has consistently maintained Westra’s Experience Modification Rate (EMR) well within or below industry standards and is constantly developing and applying ways to work safer and more efficiently for the benefit of Westra’s staff and the general public.

**EMR History.** Below is Westra’s Worker’s Compensation Experience Modification Rate (EMR) for the last five years as obtained from our insurance agent.

<b>2022</b> - .89	<b>2021</b> - .88	<b>2020</b> - .73
<b>2019</b> - .67	<b>2018</b> - .91	



**Our team will focus on worker safety; maintaining a safe construction zone for the public; and ultimately delivering a safe work environment for the Authority's staff. This includes a careful evaluation of the placement of each air release valve to minimize damage to the ARVs and to protect workers servicing the ARVs.**



## PROTECTING THE PROJECT'S SCHEDULE

This project requires an experienced design-build team with a demonstrated history of performing similar projects in the local region to achieve the Authority's contractual completion milestones. We are believers that the best way to predict future performance is to evaluate a team's past performance on similar design-build projects.

Table 4.1, below, presents a snapshot of the performance metrics for three of our team's projects – all design-build projects performed locally by our proposed team members. The metrics demonstrate that our design-build team's average production rate for planning, designing, permitting, and installing pipelines in challenging corridors averages 6.9 miles per year.

**TABLE 4.1**  
**Local Westa/McKim & Creed Design-Build Projects**

Project	1	2	3
Length (Miles)	13.8	12.9	19.4
Diameter (Inches)	24-30	20-36	4-24
Notice to Proceed	8/2001	3/2015	1/2019
Survey Completed	8/2001	7/2015	4/2020
Design Completed	5/2002	4/2016	7/2020
Substantial Completion	8/2003	2/2017	4/2021
Final Completion	9/2003	5/2017	5/2021
Project Duration (Years)	2.08	2.23	2.38
Production (Miles/Year)	6.6	5.8	8.2

### Projects

1. Falkenburg Reclaimed Water Transmission Main
2. Dale Mabry Diversion Force Main and Reclaimed Water Transmission Main
3. FY 19 Water Main Replacement

The Authority's schedule requires approximately 9 miles of pipeline to be designed, permitted, and constructed in 2.3 years for Phase 3B, the most aggressive schedule of the two projects. This results in a production rate of 3.9 miles of pipe per year. Table 4.1 clearly demonstrates the ability of our team to commission the Phase 3C pipeline before the March 1, 2025 milestone. This will provide ample float time to absorb potential delays associated with inclement weather, supply chain issues, or other unforeseen conditions.

## B Controlling Costs

### PROTECTING THE AUTHORITY'S BUDGET

Development of the Guaranteed Maximum Price (GMP) will begin with preparation of the rough order of magnitude (ROM) cost estimate to be provided with the 30% design. This initial estimate will form the basis of the project baseline estimate, and the team will develop pricing for items in the Decision Log during design and prior to the delivery of the construction GMP so the Authority has a real-time estimate to use for making informative and timely decisions. Our process for developing GMP's follows the following basis principles:

- Transparency and Validation.** Costs will be developed in an open manner to maintain transparency. Third-party review or validation by the Authority or Owner's advisor is encouraged.
- Accuracy and Completeness.** All line items will include complete costs, including expenses and indirect costs, to eliminate surprises or the potential for misinterpretation. The GMP will be realistic and fair to all parties. Early out acquisition of pipe, valves, and restraints will be evaluated to lock in prices and provide cost certainty in today's volatile market.
- Risk and Opportunity Assessment.** Contingencies will be developed and refined as the design progresses based on actual risk assessments performed, and risk registers developed, by the team, including the Authority and Owner's Advisor.

Our team can also utilize Monte Carlo simulations to evaluate contingencies and better define cost uncertainties. This will allow risks to be continuously monitored and contingency funds to be actively managed during GMP development and project execution.

**Control Tools** - We propose the use of a cloud-based construction estimating/job accounting software tool, such as Sage Timberline Estimating, to develop and refine the GMP that will be compatible with the Authority's overall program control tools and dashboards for the entire integrated loop program. This will give the Authority the ability to review and monitor project schedules in real time and facilitate the Authority's review and audit of pay applications.

Estimates from subcontractors and vendors will be validated by our project controls team as part of our GMP development process to bring best value to the Authority.

Final quotes for subtrade construction can be obtained through competitive quotes to achieve compliance with federal funding requirements.

Our GMP pay applications will undergo periodic, internal audits throughout the project as part of our project controls process. We encourage the Authority, or the Owner's Advisor, to participate in the audits to maintain trust and transparency and to provide the Authority's customers confidence in the team's fiscal stewardship of the project's funds.

Interim GMP's can be developed for "early out" design or construction packages. We used this successfully on a recent progressive design-build project for the City of Tampa, which allowed the City to address critical water main replacement projects while working with our team to advance the design and finalize GMP's for the balance of the \$25 million program.

**Our team proposes developing an early-out GMP for purchasing the pipe, valves, and other critical components. Due to current supply chain issues, the construction industry is seeing a 36- to 42-week delivery time for 42-inch pipe. We propose to include a detailed supply chain assessment with our 30% deliverable and to consider developing "early out GMP packages" for long lead time items that could be purchased between the 30 and 60% designs.**

## EFFECTIVE PROGRESSIVE DESIGN-BUILD COST CONTROL

The key to controlling costs on a progressive design-build project is to integrate formal value engineering and constructability reviews and workshops into the pre-construction and construction phases. Guaranteed Maximum Prices (GMP's) were developed and revised at key milestones for an ongoing Hillsborough County design-build water main project. The County identified a base route for approximately 11.5 miles of 42- and 48-inch water mains in the Design Criteria Package. The initial GMP developed for this route was \$104.9 million.

An alternate route was subsequently identified by the project team, which reduced the length of the route and complexity of constructing the pipeline. The revised GMP for the alternate route was \$89.7 million.

Value engineering (VE) concepts were proposed by the design-build team and accepted by the County as the design for the alternate route was advanced, further reducing the GMP to \$84 million. Accepted VE concepts included construction techniques, corrosion protection options, and reduced valve locations along the transmission main.

The final \$84 million GMP also included owner and contractor contingencies to manage risks. Unused portions of the contingency amounts will be returned to the County.

**Our team was able to reduce the GMP by \$20.9 million, or 20%, through innovation, creativity, and collaborative value engineering.**

## QUALITY CONTROL ASSURANCE

**Cost Certainty.** A design-build team's past performance is the best indicator of the team's future performance. The reference projects in Tab 2, clearly demonstrate that Design-Build projects completed by the proposed team members were completed on or below budget. The Authority can expect the same level of performance on this project. This was accomplished through the use of a risk register that was routinely reviewed and refined throughout the project and our team's proven Quality Management Plan for design-build projects.

Our Quality Program is focused on assuring quality outcomes on our projects, and enhancing client satisfaction. The intent of this program is to define consistent applications of quality processes, clarify responsibilities, incorporate continuous improvement, limit rework/warranty activities and satisfy your project requirements.

**Quality Implementation Plan.** To deliver a quality project and a safe working environment Westra has developed a quality management plan (QMP) for design-build projects. The QMP is dynamic, requires periodic revisions as needed, and tailored to achieve project-specific goals and overall project success.

**The design-build team's QA/QC management program is critical to controlling costs on a fast-track project.**

Our integrated quality program, driven by the QMP, addresses design and construction quality, shortens schedule, reduces cost and makes sure your expectations are achieved by building quality into every aspect of the project. Key elements in the execution of our comprehensive quality program are outlined on the following page.

**Quality Controls During Design.** A QMP kickoff meeting is held to establish lines of communication and foster collaboration at the beginning of the project. The Authority and key design-build team members will meet in a workshop environment to discuss, resolve and reach a consensus on the project mission and critical success factors.

**Subcontractor Quality Plan.** In our subcontract agreements for major scopes of work, we require subcontractors to develop and execute subcontractor quality plans for their scope of work. Plans include subcontractor quality processes, responsibilities and documentation.

**Quality Controls During Construction.** Construction quality expectations, processes and responsibilities are discussed and communicated at the comprehensive project kick-off session with all team members in attendance.

**Preconstruction Quality Meetings** are conducted on-site for each of the project's critical and major scopes of work prior to the start of construction.

**Quality Inspections** are an important part of our construction phase in the QMP, including the identification and advance scheduling of both periodic and critical phase inspections of the work as it begins and progresses.

**Independent Testing Services.** Our QMP includes expert testing services provided by independent professional testing consultants.

## PROACTIVE CHANGE MANAGEMENT & CONFLICT RESOLUTION

**Change Management.** Should an internal construction issue arise that should have been resolved during design and/or to comply with the Authority's design criteria and standards, the field conflict or design modifications will immediately be brought to the attention of the Design Manager and resolved directly by the Engineer-of-Record and Construction Manager. Our team uses the typical Request for information (RFI) process to track and resolve internal design or construction issues.

However, some changes may be outside of the team's control, such as differing site conditions, unforeseen conditions, and owner-directed changes. When a situation arises that may change the scope, our Project Manager will immediately notify the Authority's Project Manager and proceed with the contractual procedures to modify the scope, budget, or schedule.

## CONFLICT RESOLUTION (OR AVOIDANCE)

Our team's philosophy is to resolve conflicts at the lowest level of the organization in a timely basis to avoid escalation. Key components of our proposed change management procedures include:

✔ **Incident or Change Tracking.** The Project Manager will be immediately notified of potential conflicts, both internal and external to the design-build team. The incidents will be tracked to ensure they are addressed in a timely manner.

Should the incident involve a resident or business, the Design or Construction Manager will follow up with the impacted party to ensure that the issue was resolved to their satisfaction. This will typically be followed with an e-mail or documented in a phone log.

✔ **Conflict Resolution Process.** The Design and Construction Manager typically have the authority to resolve design and construction issues directly with the Authority's Project Manager or designated representative. Should the issue not be resolved at that level within 30 days, it will automatically be elevated to the Project Manager and ultimately the Project Director for resolution.

We recommend that a project specific Change Management and Conflict Resolution Plan be reviewed and "adopted" by all team members at the initial kick-off/partnering workshop. The plan should include resolution authority levels, timelines for escalation, and triggers for elevating time sensitive matters.

✔ **Leadership Team Escalation.** The proposed leadership team typically consists of senior managers from the Authority and principals from the Design-Build Team. This team has the authority to resolve most matters and this process has proven to be an effective tool to resolve conflicts in a mutually beneficial way and avoid conflict mediation, arbitration, or litigation.

**Field Communications Manual.** Our team proposes to develop a Field Communications Manual that outlines procedures for the Design-Build Team to follow when communicating with businesses, residents, and the media. The Manual would also include a call-down list for emergencies or interview requests. This has proven to be an effective tool for managing stakeholder miscommunication, mitigating stakeholder misinterpretation, and managing third-party claims.

## C Managing Supply Chains

The construction industry has seen costs for select commodities increase by 200% over the last year. Recent bids received by public agencies throughout Florida on traditional design-bid-build projects have exceeded budgetary estimates by over 50% in the last 6 months.

Progressive design-build delivery provides a format for open and transparent communication throughout the design and construction phases and enhances the opportunity to incorporate risk allocation and risk sharing models into the design-build process to manage supply chain uncertainties in today's volatile market.

Supply chain disruptions can include:

- » **Deliveries** - trucking companies prefer shorter local deliveries to long hauls. Surcharges are increasingly being placed on longer deliveries.
- » **Raw materials** - the availability and delivery of raw materials are impacting the lead time for finished projects, like ductile iron pipe and fittings.
- » **Labor** - most vendors would like to increase production rates, but the availability of labor is limiting production.

**The availability of trade labor to fill critical construction roles is an issue in today's construction market, impacting both costs and schedules. Westra has intentionally passed on several recent opportunities in the region in order to balance current commitments with the resources required to successfully deliver this key pursuit. Our team is committed to providing the internal resources required to deliver a quality project to the Authority.**

McKim & Creed proposes to perform 100% of the key engineering disciplines with their local, in-house resources. This will allow Robert Garland, our proposed design manager, to directly control the engineering resources necessary to complete this project on time.

Our team has used some of the following risk mitigation strategies to manage supply chain issues on recent progressive design-build projects:

- » **Early procurement of pipe, generators, pumps, and fittings.** We recently partnered with Hillsborough County to develop an early GMP for approximately 10 miles of 42- and 48 -inch ductile iron pipe and fittings to achieve an aggressive design-build schedule. The order was placed at the 30% design to lock in orders and manufacturing slots.
- » **Perform a detailed supply chain assessment.** Our team will perform a vulnerability assessment for all major materials – concrete, asphalt, and even electrical cable – to keep the delivery of standard construction materials off the critical path.
- » **Bring the supply chain into early discussions, with updates.** Matt Hester, our proposed project manager, maintains continuous communication with all vendors. Delivery times quoted for the rough order of magnitude GMP at 30% design may change as the design progresses. Our team typically remains on the “priority list” due to our local buying power and long-term history with local, regional, and national vendors.
- » **Evaluate alternate sourcing and materials.** Although we work with preferred vendors, we will typically obtain quotes from several suppliers to ensure competitive bids and to protect delivery schedules. The use of alternate materials will also be evaluated as part of the 30% deliverable (i.e., pipe materials, corrosion protection, etc.).
- » **Include escalation in a shared contingency pool.** Our experienced design-build team is available to explore several models with the Authority. One model is that the contractor owns +/- 10% of a cost increase/decrease of the base GMP pricing. Prices over (or under) that range could be a cost to the contingency fund (or savings to the Authority).

Our experienced progressive design-build team will partner with the Authority to develop a supply chain assessment and mitigation model that manages project risks by integrating vendors early in the design process and maintaining communication and assessment updates regularly throughout design and construction.





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## PRICE PROPOSAL



ESTABLISHED 1977

## **WESTRA CONSTRUCTION CORP.**

UNDERGROUND UTILITIES · WATER-SEWER · DRAINAGE · SEWER TREATMENT PLANTS

### PRMRWSA Regional Integrated Loop Ph. 2B & Ph. 3C Pipelines

#### Price Proposal – Subject to Further Negotiations:

Based on paragraph 5 of the SOQ Requirements, please find the lump sum price that will be subject to further negotiations.

Price Proposal is based on Westra Construction Corp. proposed staff for the Projects, current staff pay rates, benefits, and equipment. It is based upon a typical pipelaying crew ( as defined below) for a one (1) month period, with 5 working days a week (20 working days total for the month), forty ( 40) hour work weeks, that includes the following:

#### Contractor Staff:

- One (1) project manager
- One (1) superintendent
- One (1) foreman
- Three (3) equipment operators
- Four ( 4) pipelayer/fitter laborers.

#### Contractor Equipment:

- One (1) Excavator (CAT 330 equivalent or greater capacity)
- One (1) Dozer (CAT D6 equivalent or greater capacity)
- One (1) Loader (CAT 950 equivalent or greater capacity).

Lump Sum \$168,100.75

This lump sum price will be subject to further negotiation during the development of the GMP.

P.O. Box 1149 Palmetto, Florida 34220-1149 Office #941-723-1611 / Fax #941-729-8365





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FINANCIAL CAPABILITY AND LEGAL

**ATTACHMENT C**

**CLAIMS, LIENS, LITIGATION HISTORY**

1. Within the past 5 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes \_\_\_\_\_ No X \_\_\_\_\_  
If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: \_\_\_\_\_ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: \_\_\_\_\_

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.  
3. List and explain all litigation and arbitration within the past five (5) years - pending, resolved, dismissed, etc.  
4. Within the past 5 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

N/A

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job? Yes \_\_\_\_\_ No X \_\_\_\_\_ If yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes \_\_\_\_\_ No \_\_\_\_\_ If no, please explain why?

N/A

7. List the status of all pending claims currently filed against your company:

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes \_\_\_\_\_ No X \_\_\_\_\_ If yes, please explain in detail:

**(Use additional or supplemental pages as needed)**



**ATTACHMENT D**

**AFFIDAVIT OF SOLVENCY**

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

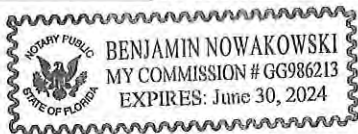
1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

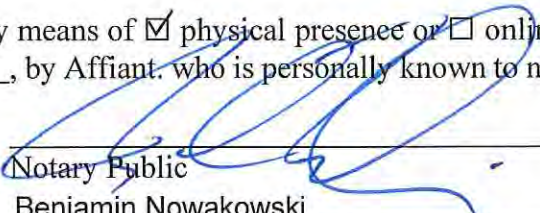
The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this 13th day of June, 2022.

  
Signature of Affiant Michael Beukema

STATE OF Florida  
COUNTY OF Manatee

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 13th day of June, 2022, by Affiant, who is personally known to me or has produced \_\_\_\_\_ as identification.



  
Notary Public  
Benjamin Nowakowski  
Name typed, printed or stamped

My Commission Expires: 06-30-2024



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/24/2022

**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 Sihle Insurance Group, Inc. 2653 McCormick Drive Clearwater FL 33759	CONTACT NAME: Isabell Kendl	
	PHONE (A/C, No, Ext): 727-450-6651 FAX (A/C, No): 727-531-6855 E-MAIL ADDRESS: ikendl@sihle.com	
INSURED Westra Construction Corporation PO Box 1149 Palmetto FL 34220	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zenith Insurance Company	13269
	INSURER B : BITCO National Insurance Company	20109
	INSURER C : Homeland Insurance Company of New York	34452
	INSURER D : AGCS Marine Insurance Company	22837
	INSURER E : North River Insurance Company	21105
	INSURER F : BITCO General Insurance Corporation	20095

**COVERAGES** **CERTIFICATE NUMBER: 1890102740** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket AI-PNC <input checked="" type="checkbox"/> Blanket WOS GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		CLP3707338	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
F	<input checked="" type="checkbox"/> 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 <input checked="" type="checkbox"/> Blkt AI-PNC <input checked="" type="checkbox"/> Blkt WOS	Y		CAP3707339	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$2,000 Comp/Coll deds \$ 10,000 PIP
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			582-116983-2	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 20,000,000 \$
A	<input checked="" type="checkbox"/> 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	Z068928816	3/1/2022	3/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER Blanket WOS E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	<input checked="" type="checkbox"/> POLLUTION LIABILITY: <input checked="" type="checkbox"/> EQUIPMENT FLOATER: All Risk incl Theft			793-00-48-13-0005 MXI93080863	7/1/2021 7/1/2021	7/1/2022 7/1/2022	Pollution Limit \$1,000,000 Equipment Limit \$7,371,292 Leased/Rented Equip \$450,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: Building Construction/Modification

Peace River Manasota Regional Water Supply Authority, it's directors, officers, employees, and agents are additional insured on a primary/non-contributory basis on the general liability and automobile liability as required by written contract. Umbrella is follow-form over the general liability, automobile liability and employers liability/workers compensation. 30 day notice of cancellation applies, except 10 day notice for non payment of premium.

CERTIFICATE HOLDER  Peace River Manasota Regional Water Supply Authority 9415 Town Center Pkwy Lakewood Ranch FL 34202	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



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13770 58<sup>th</sup> Street N #318 • Clearwater, FL 33760 • (727) 531-6651 • Fax (727) 531-6855 • [www.sihle.com](http://www.sihle.com)

June 22, 2022

Peace River Manasota  
Attn: Executive Director  
9415 Town Center Parkway  
Lakewood Ranch, FL 34202

Re: Westra Construction Corporation

This is to confirm we have secured insurance quotations to provide Westra with \$20,000,000 Umbrella limits and should be binding coverage soon.

Let me know if you have any questions.

Thank you.

*Isabell*

Isabell Kendl  
Account Executive  
(727) 450-6651  
[ikendl@sihle.com](mailto:ikendl@sihle.com)



M.E. WILSON

EST. 1920

RISK MANAGEMENT • INSURANCE  
BENEFITS • BONDS

June 9, 2022

Peace River Manasota Regional Water Supply Authority  
9414 Town Center Parkway  
Lakewood Ranch, FL 34205

Re: Regional Integrated Loop Phase 2B and Phase 3C Pipelines project

Dear Sir or Madam:

The purpose of this letter is to advise you of the surety bond capacity and reputation of Westra Construction Corp.

We write surety bonds for Westra Construction Corp. through Travelers Casualty and Surety Company of America, and extend to them a surety line in excess of \$150,000,000.00 per single project and \$200,000,000.00 in the aggregate. Travelers Casualty and Surety Company of America, One Tower Square, Hartford, CT 06183, is licensed to do business in all states and has over one hundred years of continuous and successful operations. Travelers Casualty and Surety Company of America has an A.M. Best Rating of "A++" with a financial size of Class "XV". Their Treasury Listing is \$209,103,000.00.

Westra Construction Corp. is a professionally managed organization with an excellent reputation. They have an experienced organization and are well financed. I recommend Westra Construction Corp. to you without reservation.

When requested by Westra Construction Corp., we will be pleased to execute Performance and Payment Bonds subject to normal underwriting requirements.

This letter is not an assumption of liability, nor is it a bid or performance bond. The surety company reserves the right to review the file and contract terms and conditions for acceptance, including satisfactory evidence of owner financing, prior to the authorization or execution of any performance and payment bonds.

Thank you.

Sincerely,

Anthony T. Papa, Jr.,  
Senior Vice President

ATP/ss





ESTABLISHED 1977

## WESTRA CONSTRUCTION CORP.

UNDERGROUND UTILITIES · WATER-SEWER · DRAINAGE · SEWER TREATMENT PLANTS

### DISCLOSURES

Westra Construction Corp. has not previously represented or currently represents Charlotte, DeSoto, Manatee or Sarasota Counties, and/or the City of North Port ("Customers"), in any capacity.

Westra Construction Corp. does not have any current litigation and is not a) a party to, b) directly or indirectly involved (e.g., retained for testimony and expertise on behalf of any other entity; subpoenaed; etc.) that is against the Authority or any of the Customers.

Westra Construction Corp. does not have any individual cases of litigation, judgments and/or legal actions, entered against Westra Construction Corp. or sub-contractor(s) for breach of contract for work performed for any local, state, federal, public or private entity, by any state or federal court, within the last five (5) years.

Westra Construction Corp. is not involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, no trustee or receiver has been appointed over all or a substantial portion of the property of Westra Construction Corp. under federal bankruptcy law or any state insolvency law.

---

Michael Beukema, President





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REQUIRED FORMS



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

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

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

for Westra Construction Corp.  
(Print name of entity submitting sworn statement)

whose business address is 1263 12th Avenue East, Palmetto, Florida 34221

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1765908  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_).

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

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

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

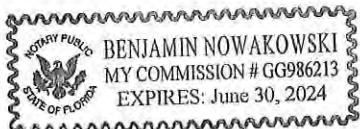
\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent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

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

Michael Beukema June 13, 2022  
(Signature) Michael Beukema (Date)

STATE OF Florida  
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 13th day of June, 2022 by Michael Beukema as President of Westra Construction Corp., a Corporation company organized under the laws of the State of Florida, on behalf of the company, who is personally known to me or has produced as identification.



[Signature]  
Notary Public  
Benjamin Nowakowski  
Name typed, printed or stamped  
My Commission Expires: 06-30-2024



**Contract Holder E-Verify Registration and Affidavit**

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

**Affidavit**

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

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

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

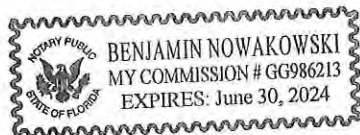
Michael Beukema 6/13/22  
Signature Date

Michael Beukema  
Print Name

STATE OF Florida

COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 13th day of June, 2022 by Michael Beukema, President (name of officer or agent, title of officer or agent) of Westra Construction Corp. (name of Consultant company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced Personally Known (type of identification) as identification.



Benjamin Nowakowski  
Notary Public

Benjamin Nowakowski  
Name typed, printed or stamped

My Commission Expires: 06-30-2024





**Kimley»Horn**  
Expect More. Experience Better.

*Peace River Manasota Regional Water Supply Authority  
Request for Statements of Qualifications | Progressive Design-Build Services for the*

## *Regional Integrated Loop*

# Phase **2B & 3C** Pipelines



# Regional Integrated Loop

## Phase **2B & 3C** Pipelines

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• <i>Attachment C - Claims, Liens, Litigation History (Note that this is included in Section 6.)</i>	
• <i>Attachment D – Affidavit of Solvency (Note that this is included in Section 6.)</i>	

## Regional Integrated Loop

# Phase **2B & 3C** Pipelines

## Section 1: Letter of Transmittal & Delegation of Authority

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



**WOODRUFF & SONS**  
INCORPORATED  
Contractors

6450 31st Street East  
Bradenton, FL 34203

**Kimley»Horn**

1777 Main Street  
Suite 200  
Sarasota, FL 34236

June 24, 2022

9415 Town Center Parkway  
Lakewood Ranch, FL 34202

**Re: Request for Statements of Qualifications  
Progressive Design-Build Services for the  
Regional Integrated Loop Phase 2B & 3C  
Pipelines**

Dear Mr. Coates and members of the selection committee:

In response to your Request for a Statement of Qualifications for Progressive Design-Build Services for the Regional Integrated Loop Phase 2B & 3C Pipelines we at **Woodruff & Sons, Inc.** as the Prime Contractor (defined as Design-Builder in DBIA 545) presents the reputation and resources of an established utility contractor. We are experienced in the construction of pipelines and pumping stations and are teamed with the expertise of our Prime Engineer **Kimley-Horn and Associates, Inc.** (defined as Design Consultant in DBIA 540). As the Principal-in-Charge I express our team's collective statement of commitment to work with you in a collaborative manner to further your mission to provide the region with high-quality drinking water that is reliable, sustainable, and protective of natural resources through cooperative collaboration of the Authority, its members, customers, and partners, to create, maintain, and expand your robust interconnected regional water supply system.

Woodruff will lead the design build team and will execute the Design-Build Agreement following DBIA Document No. 545, **Progressive Design-Build Agreement for Water and Wastewater Projects**, as the Project Design-Builder. In addition to managing the Phase 1 services leading to a Guaranteed Maximum Price (GMP) by the required deadline, Woodruff will also self-perform the construction of the large diameter pipeline work. Our proposed Project Manager, **Matt Anderson, P.E.**, was our Project Manager for construction of the **Authority's Phase 2 Pipeline Interconnect**, redesignated as Phase 2A in the Route Feasibility Study, and the connection point for the Phase 2B pipeline. Woodruff was fortunate to have the opportunity to collaborate with the Authority on seven miles of 42-inch ductile iron pipe with integration to the Peace River Water Treatment Facility as well as multiple master meter stations.



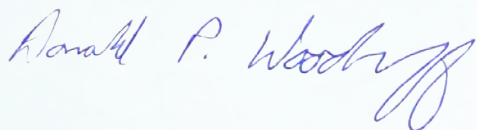
Our Design Consultant, Kimley-Horn, is a highly respected, local engineering firm with a national presence. The firm's expertise and their proposed professional team align perfectly with the Authority's Phase 3C/3C Extension and Phase 2B/2C pipeline interconnect projects. Our proposed Design Manager, **Ashley Miele, P.E.**, is the Engineer of Record (EOR) for the Sarasota County Peace River Interconnect beginning at the Phase 3B terminus. You will see in our response to Question 2(d) that the partnership of Woodruff and Kimley-Horn extends from 1998 to the present, as we are currently providing Progressive Design-Build services for Manatee County.

Our major sub-contractor partner, **PCL Construction, Inc.**, is a premier public water facility contractor and experienced Design-Builder that brings added resources and capacity to assure we will meet the Authority's aggressive schedule for the Phase 3C Pipeline. This requires design, permitting and completion by March 1, 2025 (29 months from NTP) in compliance with the Authority's interlocal agreement with Sarasota County. Our combined purchasing power and network of suppliers will expedite procurement of materials and equipment and execution of early work packages needed to meet this schedule. PCL and Kimley-Horn have also previously worked together and are currently performing Progressive Design-Build services for Manatee County at the Lake Manatee WTP.

As President of Woodruff and Sons, Inc., and as Principal-in-Charge representing the Design-Build team, please know that in presenting this Statement of Qualifications we confirm our interest and commitment to deliver either the Phase 3C/3C Extension pipelines or the Phase 2B/2C pipelines. I confirm the bonding capacity for either program if it needs to be greater than the amount required in the SOQ due to incorporating the optional extensions identified in Addendum No. 1. We acknowledge that the Authority intends to use the form of Contract DBIA 545 with insurance provisions as stated in Addendum No. 1, and the schedule provisions stated in the Owner's Project Criteria, Exhibit A to the Design-Build Agreement.

You can be assured that our team is highly motivated to deliver the Authority's interconnect projects and trust this intense interest and commitment is reflected in our Statement of Qualifications.

**Respectfully,**



Donald P. Woodruff, CGC, CUC  
President  
Woodruff & Sons, Inc.  
P.O. Box 10127  
Bradenton, FL 34282  
941.756.1871 (Office)  
donw@woodruffandsons.com

**Addenda Acknowledgment:** Woodruff and Sons acknowledges receipt of Addenda 1, dated June 1, 2022; Addenda 2, dated June 7, 2022; and Addenda 3, dated June 14, 2022.

### 1.a. Full legal company name and Company type (i.e., Corporation, Partnership, Joint Venture (JV), etc.). Firm should be registered as a legal entity in the State of Florida;



**Woodruff & Sons, Inc., a Corporation, will serve as the Primary Contractor.**

Woodruff & Sons, Inc.'s State of Florida, Division of Corporations certificate is included on the following pages.

**Kimley»Horn Kimley-Horn and Associates, Inc., a Corporation, will serve as the Primary Engineer.**

Kimley-Horn and Associates, Inc.'s State of Florida, Division of Corporations certificate is included on the following pages.

Additionally, certificates for all firms included on our design-build team are also included on the following pages.

### 1.b. Physical and mailing addresses (if different) and include any other location(s) which may perform portion(s) of the work;

#### Woodruff & Sons, Inc.

**Physical Address:** 6450 31st Street East, Bradenton, FL 34203

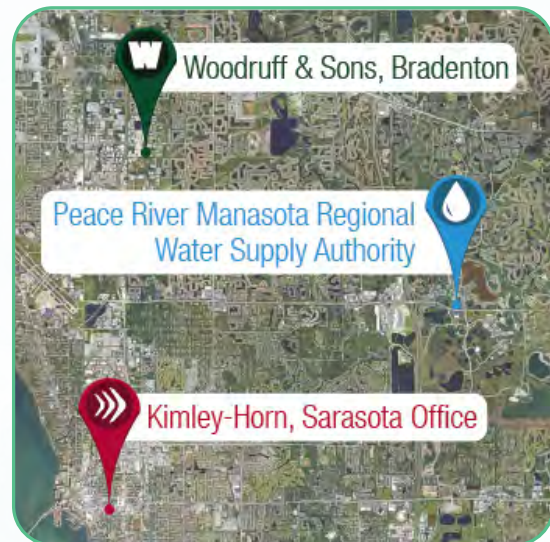
**Mailing Address:** P.O. Box 10127, Bradenton, FL 34282-0127

#### Kimley-Horn and Associates, Inc.

**Physical/Mailing Address:** 1777 Main Street, Suite 200, Sarasota, FL 34236`

**Additional Kimley-Horn Office Locations which may perform portion of the work:**

- Fort Myers Office: 1412 Jackson Street, Suite 2, Fort Myers, FL 33901
- West Palm Beach Office: 1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411-2410
- St. Petersburg Office: 100 2nd Avenue South, Suite 105N, St. Petersburg, FL 33701



Woodruff and Sons has been serving Peace River Manasota Regional Water Supply Authority (Authority) for nearly 10 years including the Phase 2 Regional Loop pipeline and have performed all of our services from our Bradenton location. We will be serving you for this project through our Bradenton office as well, located at 6450 31st Street East, Bradenton, FL 34203, approximately 8 miles away from the Authority's Lakewood Ranch office.

Kimley-Horn will also be serving the Authority from the local Sarasota office located just downtown Sarasota and approximately 10 miles from the Authority's Lakewood Ranch office.



## 1.c. Primary company point-of-contact information (name, phone and email), and any secondary or supplemental point(s)-of-contact information;

### Primary Point-of-Contact

With our commitment to excellence and the dedication of our qualified personnel, we have achieved an outstanding reputation for quality and service in the construction industry. Our services include assigning long-term, highly trained employees who can handle any construction situation related to our projects.

**Matt Anderson, P.E.** will be your single point of contact throughout this project as the Design-Build Project Manager. Matt will not only be your single point of contact but he will also be involved in every aspect of this project including the GMP development, pre-construction services and design to construction. Matt is a professional engineer who has a creative mind and thinks out of the box when problems arise. He is very collaborative and appreciates the approach of alternative delivery projects such as design-build.

Matt Anderson will also be supported by **Ashley Miele, P.E.** who will be the lead and primary point of contact for Kimley-Horn and Associates. As Engineer of Record, Ashley will serve as Design Manager and will be leading the design services. Ashley will not only be involved with the design aspect but will also be the lead throughout construction allowing seamless transition through design and construction.



**Matt Anderson, P.E.**  
*Woodruff and Sons - Project  
Manager*

**Phone:** 941-756-1871

**Email:** matta@

woodruffandsons.com

- Woodruff and Sons - Design-Build Project Manager
- Professional Engineer with 22 years construction experience
- Has been working in southwest Florida for 20 years
- Has been working with the Authority for 9+ years and was project manager for the Authority's Phase 2A Project



**Ashley Miele, P.E.**  
*Kimley-Horn - Design  
Manager and Engineer of  
Record*

**Phone:** 941-379-7616

**Email:** ashley.miele@kimley-horn.com

- Kimley-Horn and Associates - Design Manager
- Has managed over \$100M in alternative delivery projects.
- Has been working in southwest Florida for over 20 years
- Has been working with the Authority for over 5 years and was a project engineer for the Phase 2B/2C Route Analysis

## 1.d. Names and titles of principals, partners, or owners as applicable;

**Woodruff & Sons, Inc.'s** principals, partners, or owners include Donald Woodruff, CGC, CUC President; Bruce Woodruff, Vice President; Linda Wakeman, Secretary Treasurer

**Kimley-Horn and Associates, Inc.'s** principals, partners, or owners include **Ashley Miele, P.E., Design Manager**; Mark Miller, P.E.; Jason Lee, P.E.; Kyle Sanderson, P.E. (TX); Anthony Samirripas, P.E. (TX); and Kevin Schanen, P.E.



## 1.e. Brief statement of company history (date of establishment, number of years in business, number of employees, etc.);



**Celebrating  
76 years of  
business!**

### The History of Woodruff & Sons, Inc.

Woodruff & Sons was established in 1946 by Roy Woodruff and his father William and his brother Louis in Michigan City using a bulldozer and a single dump truck to haul material and clear land. Roy had determination and a continuous drive for improvement that led him through various fields of construction.

As a forward thinking contractor his vision set this company apart. Roy never hesitated inventing or designing something that would work on his job sites, if he couldn't buy it then he would build it.

Today, Woodruff & Sons are state licensed general contractors, underground utility & excavation contractors, and class V fire sprinkler contractors spread across three offices nationwide. Our Florida offices have been serving the local municipalities for over 49 years and are home to over 152 employees. The success of the company is directly related to our years of experience, vast knowledge in the construction field and long-term, highly trained employees.

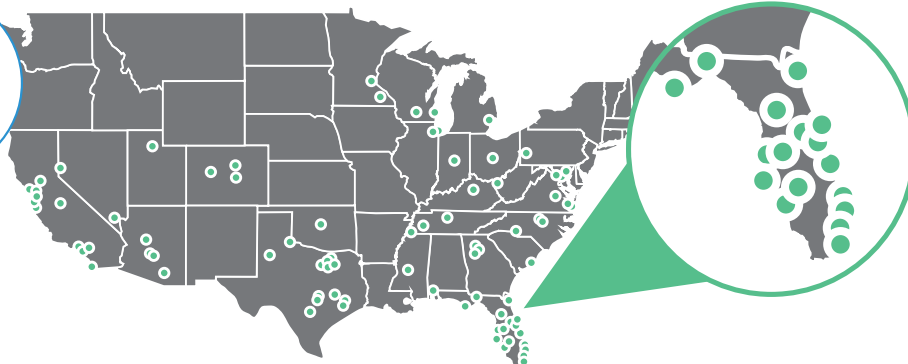
#### History of the Company

**Date of Establishment:** 1946  
**# of Years in Business:** 76  
**Years in Bradenton:** 49  
**# of Employees:** 178  
**# of Pieces of Equipment:** 400

### The History of Kimley-Horn and Associates, Inc.

Founded in 1967, Kimley-Horn is a full-service, employee-owned, multidisciplinary consulting firm offering a broad range of engineering, planning, landscape architecture, and environmental services to clients in both the private and public sectors. Over the years, we have grown from a small group of engineers and planners to one of the most respected consulting firms in the nation—and a recognized leader in public realm design. Today, Kimley-Horn has more than 6,500 employees in 100+ offices across the United States and Puerto Rico, offering a full range of consulting services to local, regional, national, and international clients.

**15 years on  
the Fortune  
500 list!**



#### History of the Company

**Date of Establishment:** 1967  
**# of Years in Business:** 55

**Years in Florida:** 54  
**# of Employees in Florida:** 1000+

## 1.f. Brief description of business philosophy

### The Woodruff & Sons and Kimley-Horn Difference

Our team will continually strive to exceed expectations and be the leader of our industry using innovation, integrity, and professionalism. Our qualified personnel and unequalled resources provide the highest quality for every project. We are proud of our accomplishments and our highly respected reputation throughout the local community. We are committed to our family of employees with a fair, honest, and safe working environment. Succeeding in our mission allows Woodruff & Sons, Inc. to be the “contractor of choice” in our field.

#### Our Motto

**Take pride in your work, Do it right the first time, And respect the other person and their property.**



Roy J. Woodruff  
Founder  
1926 – 2012

### The Kimley-Horn Difference

Of all the things we’re passionate about, client service is at the top of the list. We find our greatest satisfaction in making our clients successful. Our former president, Ed Vick, said, “We have no reason to exist except to serve our clients.” **That intense focus on providing quality consulting services to the people we serve has made Kimley-Horn one of the nation’s top consulting firms in dozens of disciplines, turning thoughtful proposals into award-winning projects and satisfied clients, and going above and beyond to exceed our clients’ expectations.** But our work can only be as successful as the people behind each proposal, plan, and project—that’s why Kimley-Horn not only hires top talent, but also gives them the tools to help them succeed. We understand that our clients are the reason we exist and we’re committed to providing exceptional service that makes them glad we’re here.

### 1.g. Brief statement regarding the Consultant’s interest in this project.

The Woodruff & Sons and Kimley-Horn team have a long history of working with the Authority, from Woodruff & Sons constructing the Phase 2B pipeline to Kimley-Horn recently completing the Phase 2B/2C Feasibility Route Analysis. With years of being on the Authority's continuing construction and engineering services library, our team understands the Authority's needs and is committed to providing quality services to them on any of our projects. Our team has a vested interest in this project not only due to our commitment to serve the Authority but due to our commitment to provide infrastructure improvements to our local community. Our corporations have not only been involved within the member communities of the Authority for decades we have offices located within the communities as well as employee over 230 residents of the communities.





## The Progressive Design Build Team in the Community



### Woodruff & Sons, Inc. and the Community

Woodruff & Sons, Inc. is proud of our dedicated commitment to the people that make our company a success. From our clients and subcontractors to our employees and the members of the community, we feel our greatest asset is the relationship we have with others. We know that the best-built construction projects rely on strong relationships, excellent communication, and a desire to do what is right.

Woodruff & Sons, Inc. is committed to supporting the community in which we live. Some of our favorite organizations that we are supporters of are The American Red Cross, The Salvation Army, The Manatee County Fair, and Meals on Wheels.

### Kimley-Horn in the Community



*Days for Girls*



*St. Francis Soup Kitchen*



*Youth Crisis Center*

## **1.h. Brief Statement regarding compliance with provisions as detailed in 2 C.F.R. Part 200 (Uniform Guidance), including the required contract clauses detailed in 2 C.F.R. Part 200, Appendix II and Federal Labor Standards Provisions (Davis-Bacon and Related Acts 29 C.F.R Parts 1, 3 and 5).**

Woodruff & Sons, Inc. as the Primary Contractor, is fully apprised of provisions required under contracts supported by Federal funding. Therefore, Consultant attests that all contracts made by the Progressive Design-Build Team will contain the provisions prescribed in 2 C.F.R. Part 200, Appendix II, to include Equal Employment Opportunity, Davis-Bacon Act, Contract Work Hours and Safety Standards, Rights to Inventions made under a Contract, Clean Air Act, Debarment and Suspension and Byrd Anti-Lobbying. Furthermore, the firm will abide by any additional provisions required under the Federally funded agreement in the event the Authority seeks and obtains Federal funds to subsidize the Regional Integrated Loop Projects.

## *Regional Integrated Loop*

# Phase **2B & 3C** Pipelines

## Section 2: Progressive Design-Build Team & Staff Qualifications

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

**Progressive Design Build Team**



**Woodruff & Sons, Inc. – Primary Contractor**

**Primary Point of Contact Role:** Matt Anderson, P.E., Design-Build Project Manager  
**Office Location:** 6450 31st Street East, Bradenton, FL 34203  
**Phone Number:** 941-756-1871  
**Email Address:** matta@woodruffandsons.com



**Kimley-Horn and Associates, Inc. – Primary Engineer**

**Primary Point of Contact Role:** Ashley Miele, P.E., Design Manager and Engineer of Record  
**Office Location:** 1777 Main Street, Suite 200, Sarasota, FL 34236  
**Phone Number:** 941-379-7616  
**Email Address:** ashley.miele@kimley-horn.com

**Subcontractors and Subconsultants**



***PCL Construction, Inc. – Construction of Pumping and Storage Facility***

The PCL family of companies has been providing general contracting and construction management services since 1906. With an annual construction volume of more than \$6 billion, PCL is ranked by Engineering News-Record as the 12th largest general contractor in North America. Over 345 projects that range from facility expansions with

state-of-the-art equipment to provide a clean source of water for communities, to building new treatment facilities with the capacity to process hundreds of millions of gallons of water per day.

**Primary Point of Contact:** Jonathan Fernald, ENV SP

**Office Location:** 1 N. Dale Mabry Hwy, Suite 300, Tampa, FL 33609

**Phone Number:** 813-541-6127

**Email Address:** jefernald@pcl.com

**Benefits to PRMRWSA**

- Commitment to Collaborative Delivery
- Assure schedule compliance by constructing the pumping and storage facility in parallel with pipeline construction
- Has 605 professionals in Florida that have completed 345 projects of more than \$5 Billion in the last 33 years





### **RKS Consulting Engineers, Inc. – Electrical and I&C**

RKS Consulting Engineers is a small firm of three professional engineers that provides personalized service to their clients. RKS Consulting Engineers specializes in Water and Wastewater Electrical, Instrumentation and Control Engineering services. RKS enjoys a long term and continued reputation of providing quality designed projects on time and within budget. The firm's project managers have a commitment to quality customer service.

**Primary Point of Contact:** Tracy Prokopetz, P.E.

**Office Location:** 12651 McGregor Blvd., Suite 4-402, Fort Myers, FL 33919

**Phone Number:** (239) 481-6775

**Email Address:** [tracyp@rksengineers.com](mailto:tracyp@rksengineers.com)

#### **Benefits to PRMRWSA**

- Electrical engineers working exclusively in water infrastructure
- Performs both power and controls as well as instrumentation and SCADA
- Has previously worked with the Authority at the Water Treatment Facility
- Currently providing electrical engineering on the Colony Cove Progressive Design Build project with Kimley-Horn and Woodruff

### **BRIERLEY ASSOCIATES** *Brierley Associates, Inc. – HDD and Micro-Tunnel*

*Creating Space Underground*

“Creating Space Underground” is Brierley Associates, Inc.’s mission and their passion. Their tunnel, trenchless, and geotechnical practice combines their knowledge of subsurface conditions, ground behavior, and site constraints with a keen understanding of the risks in underground construction. Constructability, efficiency, and practicality are central to every project they undertake. Their staff’s real-world experience helping their contractor clients solve the challenges of underground construction informs their design solutions for project owners. Brierley is consistently ranked in Trenchless Technology’s Top 50 Trenchless Engineering Firms list.

**Primary Point of Contact:** Dave Sackett, CPG, P.G.

**Office Location:** 100 S. Ashley Drive, Suite 600, Tampa, FL 33602

**Phone Number:** 813-397-3749

**Email Address:** [dsackett@brierleyassociates.com](mailto:dsackett@brierleyassociates.com)

#### **Benefits to PRMRWSA**

- Nationally recognized experts in underground construction, complex directional drills, micro-tunneling, and subaqueous pipeline water crossings
- Experienced in Progressive Design-Build project delivery in Florida (Tampa, Fort Lauderdale)
- Designed world record 3,000 ft Miami Beach 54 inch HDPE HDD
- Experience and geotechnical expertise reduces risk of subaqueous crossings



### V&A Consulting Engineers – Corrosion Control

V&A Consulting Engineers, Inc. (V&A) is a consulting firm founded upon corrosion engineering as a core discipline by Jose Villalobos in May of 1979. V&A has over 43 years of corrosion engineering experience, including cathodic protection (CP), and specializing in evaluating, rehabilitating, and preserving municipal infrastructure. Our firm assists clients in evaluating and extending the remaining useful life of aging infrastructure, primarily in the water, wastewater, and transit industries. V&A delivers engineering services for projects involving corrosion engineering, condition assessment, coating system management, data science, flow monitoring, and odor control.

**Primary Point of Contact:** David Hunniford, P.E.

**Office Location:** 9040 Town Center Parkway, Lakewood Ranch, FL 34202

**Phone Number:** 941.928.3421

**Email Address:** dhunniford@vaengineering.com

#### Benefits to PRMRWSA

- Critically necessary expertise in corrosion protection for steel pipelines
- Currently providing inspections and repairs to test stations for Authority's 23 mile 42 inch NRTM, 48 inch, and 66 inch steel pipelines
- Experience in extremely corrosive environments, provides cathodic protection services for the FKA high pressure steel pipelines (aqueducts)



### Universal Engineering Sciences – Geotechnical

Universal Engineering Sciences (UES) is a statewide consulting engineering firm specializing in geotechnical engineering and construction material testing services, with over 900 employees in 18 regional offices strategically located throughout Florida. Universal has provided professional engineering services to both the public and private entities throughout Florida for the past 57 years. Although operating almost exclusively in the State of Florida, Universal Engineering Sciences has been listed by Engineering News Record for 20 consecutive years as a Top 500 Design firm. UES is pre-qualified by FDOT in the following areas: 9.1 Soil Exploration; 9.2 Geotechnical Classification Laboratory Testing; 9.4 Foundation Studies; and 9.3 Highways Material Testing.

**Primary Point of Contact:** Robert Gomez, P.E.

**Office Location:** 1748 Independence Boulevard, Suite B-1, Sarasota, FL 34234

**Phone Number:** 941-358-7410

**Email Address:** rgomez@universalengineering.com

#### Benefits to PRMRWSA

- Large geotechnical engineering and testing firm with capacity to perform the necessary geotechnical work in the time required to meet schedule
- Prior work with Authority, Kimley-Horn, Woodruff, and PCL
- Thorough geotechnical investigation reduces risk





### **Hyatt Survey Services, Inc. – Survey**

Founded in 2002, Hyatt Survey Services, Inc. is a full-service surveying and mapping company with a professional staff combining over 60 years of extensive experience in a variety of project areas. From boundary, topographic and right-of-way surveying to intricate geodetic, construction and hydrographic/bathymetric surveying, they can fulfill all of your surveying requirements. Hyatt Survey's headquarters are located in Manatee County. Hyatt Survey Services is a certified WBE/MBE with the State of Florida Office of Supplier Diversity, as well as DBE certified with Florida Department of Transportation.

**Primary Point of Contact:** Russell Hyatt, PSM, Surveying

**Office Location:** 2012 Lena Road, Bradenton, FL 34211

**Phone Number:** 941-748-4693

**Email Address:** russell@hyattsurvey.com

#### **Benefits to PRMRWSA**

- Large survey firm with resources to complete the necessary surveys in the time required to meet schedule
- Prior work with Authority, Kimley-Horn, Woodruff, and PCL
- Provided survey for the Authority's Regional Integrated Loop system Phase 1A, Phase 3A, and Phase 3B for both design and construction surveys



### **Element Engineering – Subsurface Utility Engineering (SUE)**

Element Engineering Group, LLC (ELEMENT) is an award-winning consulting firm that has served the engineering needs of public- and private-sector clients in the development of infrastructure since 2006. Their services and expertise include transportation design, traffic engineering and operations, structures design, stormwater design, civil and site design, surveying and mapping, subsurface utility engineering, and utility coordination. ELEMENT is a certified Disadvantaged Business Enterprise (DBE) and Minority Business Enterprise (MBE) with various municipalities and governments throughout Florida including the Florida Department of Transportation (FDOT), the State of Florida, and the City of Tampa.

**Primary Point of Contact:** Ned Connolly, PSM, Subsurface Utility Engineering (SUE)

**Office Location:** 8509 Benjamin Rd., Suite E, Tampa, FL 33634

**Phone Number:** 813.852.1888

**Email Address:** nconnolly@elementeg.com

#### **Benefits to PRMRWSA**

- Expertise in Subsurface Utility Engineering (SUE)
- Identification of underground conflicts reduces risk
- Provided SUE services on major underground projects for Manatee County Progressive Design-Build pumping station project.



### **EarthBalance – Environmental Permitting**

Established in 1985, EarthBalance® is a 100% employee-owned company and serves clients throughout the State of Florida and the United States, including the U.S. Virgin Islands. EarthBalance is

Florida's leading environmental consulting and ecological restoration firm, specializing in restoring, creating, and managing ecosystems. EarthBalance® has provided environmental and planning assistance to the Authority for over two decades.

**Primary Point of Contact:** Amber Halstead,  
Environmental

**Office Location:** 2570 Commerce Parkway,  
North Port, FL 34289

**Phone Number:** 941-426-7878

**Email Address:** ahalstead@earthbalance.  
com

#### **Benefits to PRMRWSA**

- Been supporting the Authority for over two decades
- Environmental consultant on the Phase 2B and 3C Route Feasibility Studies
- Provided environmental mitigation services for the Regional Integrated Loop Phase 3B



### **The Valerin Group, Inc. – Public Relations**

The Valerin Group, Inc. (Valerin) is a woman-own, full-service communications firm headquartered in Tampa with additional locations in Orlando, West Palm Beach, and Fort Lauderdale and specializes in public involvement, community

outreach, marketing, graphic design, website and mobile app development, visualizations, multimedia, video production, aerial drone imagery, and translation services for a variety of public sector projects including design-build.

**Primary Point of Contact:** Valerie Ciudad-Real,  
Communications and Public Relations

**Office Location:** 3903 Northdale Boulevard, Suite  
100E, Tampa, FL 33624

**Phone Number:** 813-751-0478

**Email Address:** Valeriec@valerin-group.com

#### **Benefits to PRMRWSA**

- Public information skills proven on large water infrastructure and Design-Build projects (Manatee Co, Hillsborough Co, Tampa)



### **American Acquisition Group, LLC – Property Acquisition**

American Acquisition Group, LLC (AAG) is a full-service right-of-way firm providing acquisition, relocation and appraisal services for numerous public, semi public and private sector clients throughout the southeastern U.S. for transportation, pipeline

and utility right of way.

**Primary Point of Contact:** D. Wade Brown, SR/WA  
– President/CEO

**Office Location:** 711 N. Sherrill Street, Suite B,  
Tampa, FL 33609

**Phone Number:** 813-287-8191

**Email Address:** wade@americanacquisition.com

#### **Benefits to PRMRWSA**

- Certified Real Estate Appraisers
- Experience in negotiations
- Experience with property and easement acquisition for public infrastructure



**2.b. State if the Consultant's business and proposed key personnel are licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity and key personnel, including Design-Build Institute of America (DBIA) Certifications. License copies may be minimized to fit multiple licenses per page, as long as they are legible.**

Woodruff & Sons, Inc., Kimley-Horn and Associates, Inc., and all of our Progressive Design-Build subcontractors and subconsultants and key personnel are fully licensed, permitted and/or certified to do business in the State of Florida. Business and professional licenses for our entire team are included in the section below.

**Woodruff & Sons, Inc. Licenses**

**State of Florida  
Department of State**

I certify from the records of this office that WOODRUFF & SONS, INC. is an Indiana corporation authorized to transact business in the State of Florida, qualified on March 7, 1973.

The document number of this corporation is 829644.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 26, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

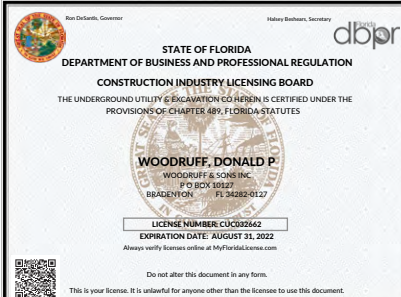
*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-sixth day of January,  
2022*



*Randy Bebe*  
Secretary of State

Tracking Number: 0423354760CC

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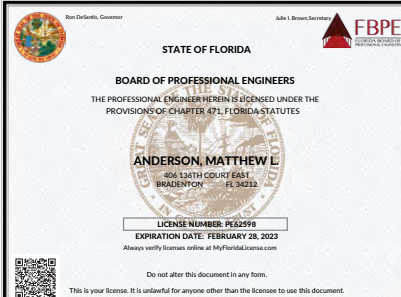


STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD  
THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**WOODRUFF, DONALD P.**  
WOODRUFF & SONS, INC.  
P.O. BOX 18127  
BRADENTON FL 34202-0127

LICENSE NUMBER: CUC032662  
EXPIRATION DATE: AUGUST 31, 2022  
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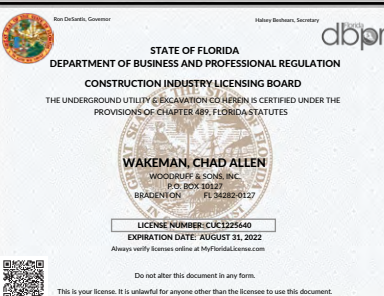


STATE OF FLORIDA  
BOARD OF PROFESSIONAL ENGINEERS  
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**ANDERSON, MATTHEW L.**  
406 134TH COURT EAST  
BRADENTON FL 34213

LICENSE NUMBER: PE42598  
EXPIRATION DATE: FEBRUARY 28, 2023  
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CONSTRUCTION INDUSTRY LICENSING BOARD  
THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**WAKEMAN, CHAD ALLEN**  
WOODRUFF & SONS, INC.  
P.O. BOX 18127  
BRADENTON FL 34202-0127

LICENSE NUMBER: CUC1225640  
EXPIRATION DATE: AUGUST 31, 2022  
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STATE OF FLORIDA  
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CONSTRUCTION INDUSTRY LICENSING BOARD  
THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**WOODRUFF, DONALD P.**  
WOODRUFF & SONS, INC.  
P.O. BOX 18127  
BRADENTON FL 34202-0127

LICENSE NUMBER: CGC026840  
EXPIRATION DATE: AUGUST 31, 2022  
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## Kimley-Horn Licenses

**State of Florida  
Department of State**


I certify from the records of this office that KIMLEY-HORN AND ASSOCIATES, INC. is a North Carolina corporation authorized to transact business in the State of Florida, qualified on April 24, 1968.

The document number of this corporation is 821359.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on February 10, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

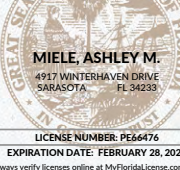
*Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Tenth day of February, 2022*

  
Secretary of State

Tracking Number: 7916689836  
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STATE OF FLORIDA

**BOARD OF PROFESSIONAL ENGINEERS**  
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

  
**MIELE, ASHLEY M.**  
4917 WINTERHAVEN DRIVE  
SARASOTA FL 34233

LICENSE NUMBER: PE66476  
EXPIRATION DATE: FEBRUARY 28, 2023  
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On October 1, 2019, HB827/SB616 went into effect, creating the rules for Administrative Code 61G15, which removes the requirement that engineers obtain a separate engineering business license (certificate of authorization) for their engineering firm.

Additional information about this can be found on the Florida Board of Professional Engineers website: <https://fbpe.org/licensure/licensure-process/engineering-firms/>.

However, Kimley-Horn's Registered Professional Engineering license screenshot from the Florida Board of Professional Engineers/ Department of Business and Professional Regulation (DBPR) website is included here.

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**LICENSEE DETAILS** 10:33:17 AM 12/14/2021

**Licensee Information**

Name:	KIMLEY-HORN AND ASSOCIATES, INC. (Primary Name) KIMLEY-HORN AND ASSOCIATES, INC. (DBA Name)
Main Address:	421 FAYETTEVILLE STREET SUITE 600 RALEIGH North Carolina 27601
County:	OUT OF STATE

**License Information**

License Type:	Registry
Rank:	Registry
License Number:	35106
Status:	Current
Licensure Date:	05/10/2021
Expires:	

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**LICENSEE DETAILS** 8:46:59 AM 4/25/2022

**Licensee Information**

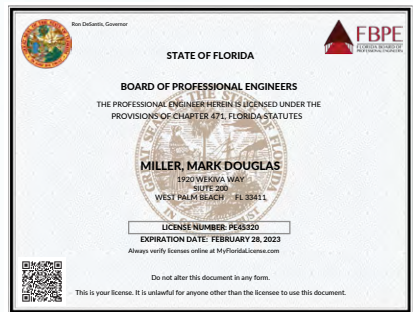
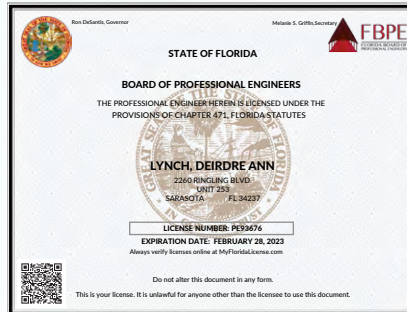
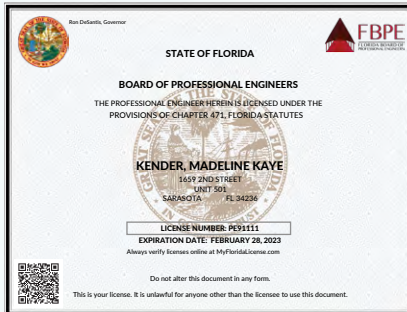
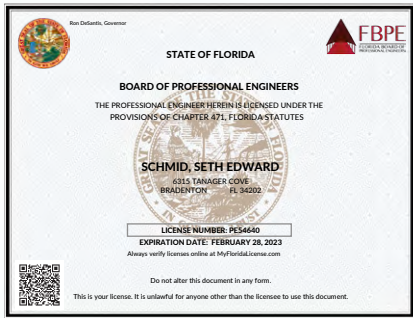
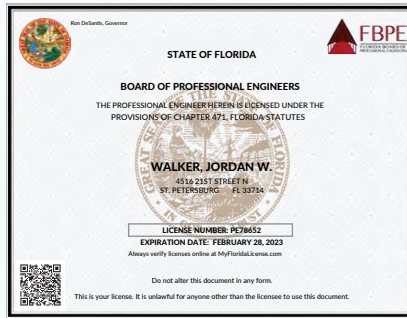
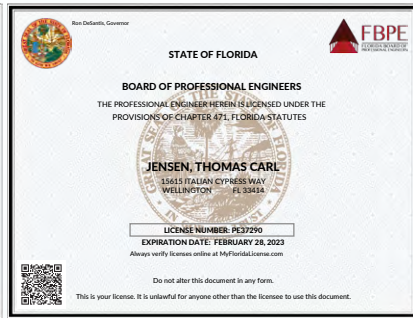
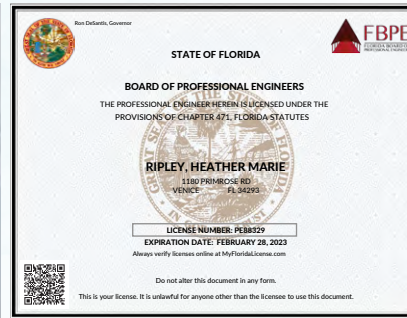
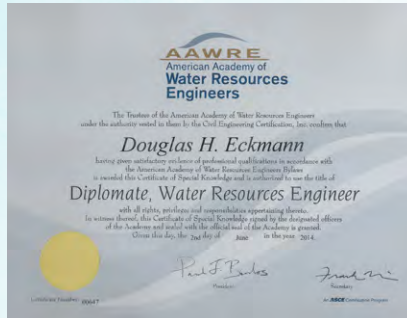
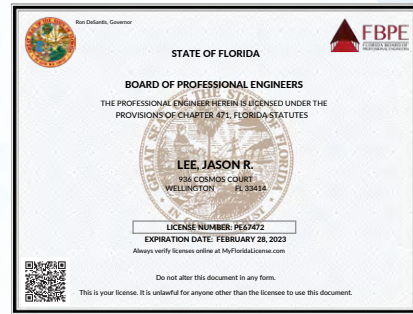
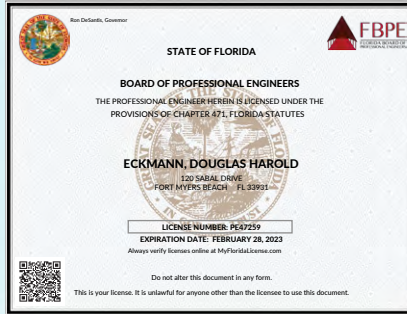
Name:	MINGONET, MILTON SCOTT (Primary Name) KIMLEY-HORN AND ASSOCIATES INC (DBA Name)
Main Address:	189 SOUTH ORANGE AVENUE SUITE 1000 ORLANDO Florida 32801
County:	ORANGE

**License Information**

License Type:	Registered Landscape Architect
Rank:	Landscape Arc
License Number:	LA0001428
Status:	Current,Active
Licensure Date:	10/14/1991
Expires:	11/30/2023



## Kimley-Horn Staff Licenses

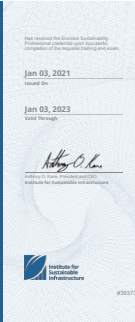
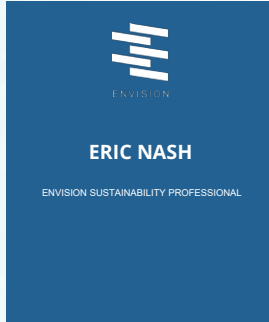


SANDERSON, KYLE STEVEN		PE# 113270			
Status	Branch(s)	Granted	Expires	Employer(s)	Address/Phone
Active	Civil	12-12-2012	09-30-2022	Kimley-Horn and Associates, Inc.	1109 Chapel Creek Court Richardson TX 75080 PH#: 972-770-3033

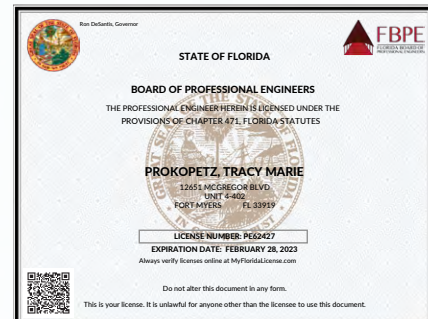
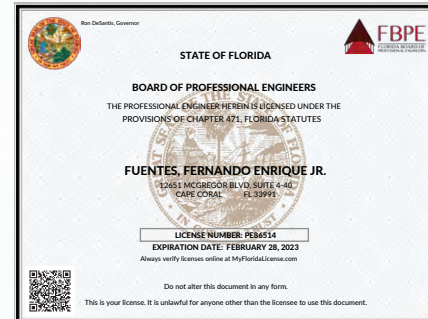
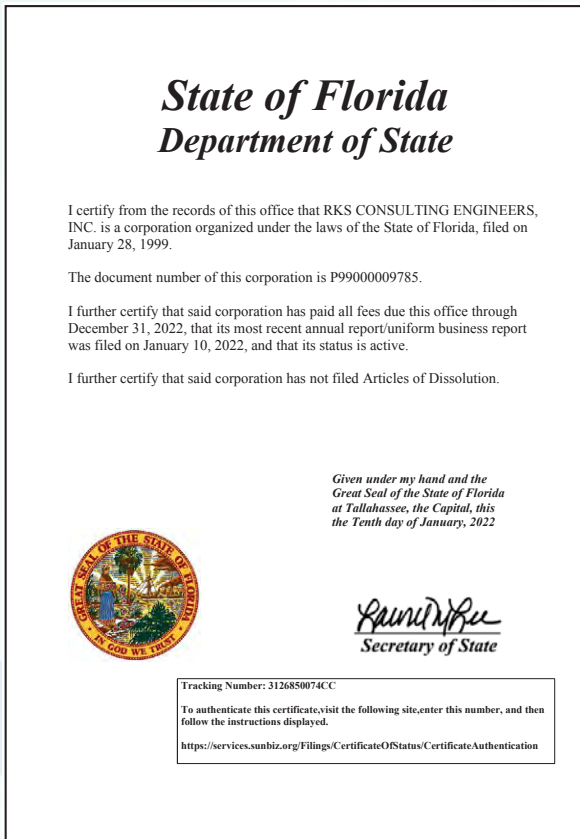
SAMARRIPAS, MARK ANTHONY		PE# 95876			
Status	Branch(s)	Granted	Expires	Employer(s)	Address/Phone
Active	Civil	05-02-2005	03-31-2023	KIMLEY-HORN & ASSOCIATES INC.	3000 Robin Road Plano TX 75075 PH# 972-770-1300



## PCL Construction, Inc. Licenses



## RKS Consulting Engineers, Inc. Licenses



## Brierley Associates, Inc. Licenses

**State of Florida  
Department of State**

I certify from the records of this office that BRIERLEY ASSOCIATES CORPORATION is a Colorado corporation authorized to transact business in the State of Florida, qualified on May 8, 2014.

The document number of this corporation is F14000002058.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 27, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Thirty-first day of May, 2022*




**Secretary of State**

Tracking Number: 4610415997CU

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10:41:02 AM 4/28/2021

**Licensee Details**

**Licensee Information**

Name: **BRIERLEY ASSOCIATES CORPORATION (Primary Name)**  
Main Address: **2000 S COLORADO BLVD  
SUITE A-400  
DENVER Colorado 80222  
OUT OF STATE**

County:

License Mailing:

License Location:

**License Information**

License Type: **Registry**  
Rank: **Registry**  
License Number: **31243**  
Status: **Current**  
Licensure Date: **06/16/2015**  
Expires:

**Special Qualifications**      **Qualification Effective**

**Alternate Names**

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---

**2601 Blair Stone Road, Tallahassee FL 32399** :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. \*Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

10:41:02 AM 4/28/2021

**Licensee Details**

**Licensee Information**

Name: **BRIERLEY ASSOCIATES CORPORATION (Primary Name)**  
Main Address: **2000 S COLORADO BLVD  
SUITE A-400  
DENVER Colorado 80222  
OUT OF STATE**

County:

License Mailing:


License Location:

**License Information**

License Type: **Registry**  
Rank: **Registry**  
License Number: **31243**  
Status: **Current**  
Licensure Date: **06/16/2015**  
Expires:

**Special Qualifications**      **Qualification Effective**

2:01:22 PM 5/31/2022

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**LICENSEE DETAILS**

**Licensee Information**

Name: **DORWART, BRIAN CURTIS (Primary Name)**  
Main Address: **206 JOE ENGLISH ROAD  
NEW BOSTON New Hampshire 03070**

**License Information**

License Type: **Professional Engineer**  
Rank: **Prof Engineer**  
License Number: **62102**  
Status: **Current,Active**  
Licensure Date: **10/22/2004**  
Expires: **02/28/2023**

**Special Qualifications**      **Qualification Effective**

**Civil**      **10/22/2004**

**Alternate Names**

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## V&A Consulting Engineers Licenses

**State of Florida**  
**Department of State**


I certify from the records of this office that V&A CONSULTING ENGINEERS, INC. is a corporation organized under the laws of the State of Florida, filed on December 28, 2018.

The document number of this corporation is P1900000674.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 21, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-first day of January,  
2022*



*Randi Office*  
Secretary of State

Tracking Number: 509208430C

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**Licensee Details**

**Licensee Information**

Name: V&A CONSULTING ENGINEERS, INC. (Primary Name)  
Main Address: 9040 TOWN CENTER PARKWAY  
LAKEWOOD RANCH Florida 34232  
County: MANATEE

License Mailing: 1000 BROADWAY  
SUITE 320  
OAKLAND CA 94607  
County: OUT OF STATE

License Location:

**License Information**

License Type: Registry  
Rank: Registry  
License Number: 33080  
Status: Current  
Licensure Date: 04/04/2019  
Expires:

**Special Qualifications**      Qualification Effective

**Alternate Names**

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Ron DeSantis, Governor


STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS


THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**WILLSON, GLENN HARROLD**  
1000 BROADWAY  
SUITE 320  
OAKLAND CA 94607

LICENSE NUMBER: PE36800  
EXPIRATION DATE: FEBRUARY 28, 2023  
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**PE+LS**      Number: 112184  
Texas Board of Professional      Status: ACTIVE  
Engineers and Land Surveyors      Expires: 6/30/2022

**CHRISTOPHER LELAND SHELDON**  
Texas Licensed Professional Engineer

*Christopher Leland Sheldon*  
Signature

## Universal Engineering Sciences Licenses

**Licensee Details**

**Licensee Information**

Name: **UNIVERSAL ENGINEERING SCIENCES, LLC (Primary Name)**  
Main Address: **3532 MAGGIE BOULEVARD**  
**ORLANDO Florida 328116697**  
County: **ORANGE**

License Mailing:

License Location:

**License Information**

License Type: **Registry**  
Rank: **Registry**  
License Number: **549**  
Status: **Current**  
Licensure Date: **04/27/1983**  
Expires:

**Special Qualifications**      Qualification Effective

**Alternate Names**

**State of Florida**  
**Department of State**

I certify from the records of this office that UNIVERSAL ENGINEERING SCIENCES, LLC is a limited liability company organized under the laws of the State of Florida, filed on January 6, 2020, effective April 29, 1996.

The document number of this limited liability company is L20000003595.

I further certify that said limited liability company has paid all fees due this office through December 31, 2022, that its most recent annual report was filed on January 10, 2022, and that its status is active.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Tenth day of January, 2022*



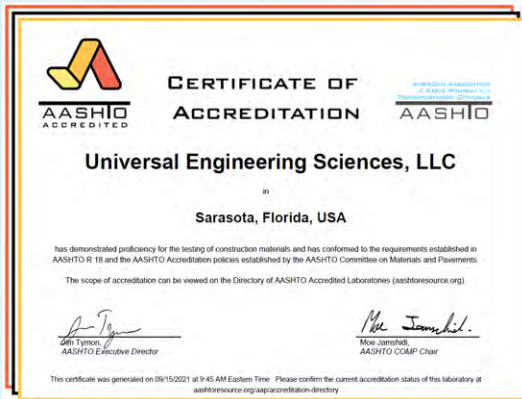
*Randi Office*  
Secretary of State

Tracking Number: 855531809C

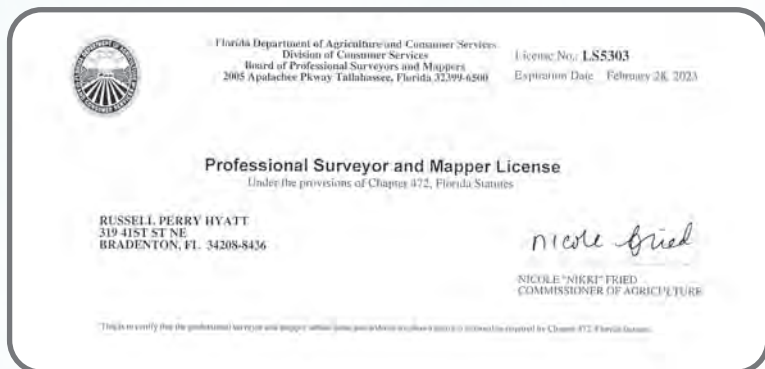
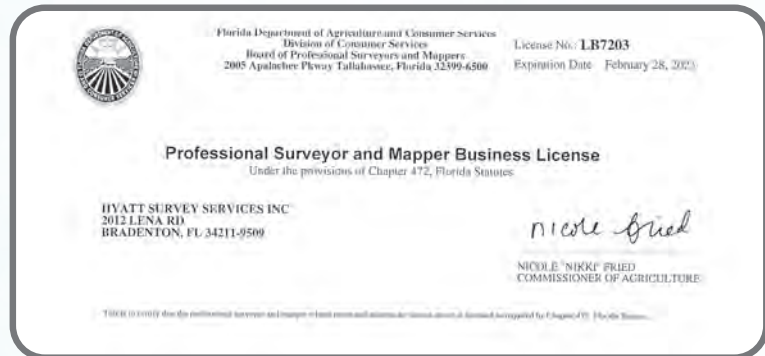
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<https://services.sunbiz.org/Files/CertificateOfStatus/CertificateAuthentication>



## Universal Engineering Sciences Licenses continued



## Hyatt Survey Services, Inc. Licenses



## Element Engineering Licenses

### State of Florida Department of State

I certify from the records of this office that ELEMENT ENGINEERING GROUP, LLC is a limited liability company organized under the laws of the State of Florida, filed on March 13, 2006.

The document number of this limited liability company is L06000026378.

I further certify that said limited liability company has paid all fees due this office through December 31, 2022, that its most recent annual report was filed on January 27, 2022, and that its status is active.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
Twenty-seventh day of  
January, 2022



*Randy A. Hoff*  
Secretary of State

Tracking Number: S609539679CC

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<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>


12/23/21, 9:46 AM Print

Related License Information

Licensee Name:	<b>ELEMENT ENGINEERING GROUP, LLC</b>	License Number:	<b>26921</b>
Rank:	<b>Registry</b>	License Expiration Date:	
Primary Status:	<b>Current</b>	Original License Date:	<b>04/19/2006</b>

**Related License Information**

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
54798	Current, Active	GIL, DEREK MICHAEL	Registry	04/19/2006	Professional Engineer	02/28/2023


 Florida Department of Agriculture and Consumer Services  
 Division of Consumer Services  
 Board of Professional Surveyors and Mappers  
 2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No.: **LB7831**  
Expiration Date: February 28, 2023


### Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

ELEMENT ENGINEERING GROUP, LLC  
1713 E 9TH AVE  
TAMPA, FL 33605-3801

*Nicole Fried*  
NICOLE "NIKKI" FRIED  
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.


 Florida Department of Agriculture and Consumer Services  
 Division of Consumer Services  
 Board of Professional Surveyors and Mappers  
 2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No.: **LS6911**  
Expiration Date: February 28, 2023


### Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

EDWARD PATRICK CONNOLLY JR  
12323 CRESTRIDGE LOOP  
TRINITY, FL 34655-0029

*Nicole Fried*  
NICOLE "NIKKI" FRIED  
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

  
 Florida Department of Transportation

JEB BISHOP, GOVERNOR | 605 Sawsummer Street, Tallahassee, FL 32399-0450 | DENVER A. STEFFLER, JR., SECRETARY

November 29, 2006

**Certified Mail – Return Receipt Requested**

Element Engineering Group, LLC  
Mr. Derek M. Gil  
1814 N 16<sup>th</sup> Street  
Tampa, FL 33605

**ANNIVERSARY DATE – Annually on November 29**

Dear Mr. Gil:


The Florida Department of Transportation (FDOT) is pleased to announce that your firm is certified under the Florida Unified Certification Program (UCP) as a Disadvantaged Business Enterprise (DBE) in accordance with Part 49, Section 26, Code of Federal Regulations.

DBE certification is continuing, but is contingent upon the firm maintaining its eligibility annually through this office. You will be notified of your annual responsibilities in advance of the Anniversary Date. You must submit the annual AFFIDAVIT FOR CONTINUING ELIGIBILITY no later than the Anniversary Date. Failure to do so will result in immediate action to decertify the firm.

Only those firms listed in the UCP DBE Directory, are certified by Florida UCP Members. Prime contractors and consultants are urged to verify your firm's current certification status of the firm through this Directory.

Your firm will be listed in Florida's UCP DBE Directory which can be accessed via the internet, at <http://www.bipinowebapps.com/biznet/florida/> or through The Department's website at [www.dot.state.fl.us/equalopportunityoffice/](http://www.dot.state.fl.us/equalopportunityoffice/), then select "DBE Directory".

DBE certification is NOT a guarantee of work, but enables the firm to compete for, and perform, contract work on all USDOT Federal Aid (FAA, FTA and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, sub-consultant or material supplier.

[www.dot.state.fl.us](http://www.dot.state.fl.us) 

If, at any time, there is a material change in the firm, including, but not limited to, ownership, officers, Directors, scope of work being performed, daily operations, affiliations with other businesses or individuals or physical location of the firm, you must notify this office, in writing, within (30) days. Notification should include supporting documentation. You will receive timely instruction from this office as to how you should proceed, if necessary.

Your firm is eligible to compete for, and perform, work on all USDOT Federal Aid projects throughout Florida, and may earn DBE credit for work performed in the following areas:

NAICS:	FDOT Specialty Code & Description
541000	300-Consultants (by type of service)
541350	041-Civil Engineering Services
541340	047-CADD Services
541090	049-Traffic Data Services

Questions and concerns should be directed to this office by mail or telephone. Our telephone number is (850) 414-4747. Our Fax number is (850) 414-4679.

Sincerely,  
*John Goodman*  
John Goodman  
DBE Certification Manager



## EarthBalance Licenses

### State of Florida Department of State

I certify from the records of this office that EARTHBALANCE CORPORATION is a corporation organized under the laws of the State of Florida, filed on November 4, 1985, effective November 1, 1985.

The document number of this corporation is H84315.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on April 28, 2022, and that its status is active.


I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-fourth day of May,  
2022.



*[Signature]*  
Secretary of State

Tracking Number: 2022932940C1  
To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.  
<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



**Authorized Gopher Tortoise Agent**  
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION  
Division of Habitat and Species Conservation  
Wildlife Diversity Conservation Section  
620 South Meridian Street, Mail Station 2A  
Tallahassee, Florida 32399-1400  
(850) 921-1031

Permittee Name: Amber Halstead      Permit Number: GTA-18-00051B  
Permittee Address: Biologist EarthBalance Corp.      Effective Date: May 29, 2020  
2570 Commerce Parkway      Expiration Date: September 13, 2022  
NORTH PORT, FLORIDA 34289  
UNITED STATES

IS AUTHORIZED TO:

1. Conduct gopher tortoise surveys
2. Capture gopher tortoises using bucket traps
3. Capture gopher tortoises using live traps
4. Capture gopher tortoises using hand shovel excavation of gopher tortoise burrows
5. Mark, transport, and release captured gopher tortoises at recipient sites
6. Supervise backhoe excavation of gopher tortoise burrows to capture gopher tortoises

Permittee Signature: *[Signature]*      Date: 5/29/2020  
Not valid unless signed. By Signature, Confirms that all information provided to issue the permit is accurate and complete, and indicates acceptance and understanding of the provisions and conditions listed below. Any false statements or misrepresentations when applying for this permit may result in felony charges and will result in revocation of this permit.

Authorized By: Eric Seckinger      Authorized for: Eric Sutton, Executive Director

Authorizing Signature: *[Signature]*      Date: 05/29/2020  
Wildlife Diversity Conservation Section

Is Authorized To (Continued)  
This permit is in effect on an amendment and supersedes all previous versions. All amended conditions and provisions of the previous permit (changed or new items) are indicated in bold text.

**PERMIT CONDITIONS AND PROVISIONS:**

1. Authorization to conduct the specified activities in association with the relocation of gopher tortoises in Florida is subject to Rules 68A-9.002 and 68A-27, Florida Administrative Code (F.A.C.), the Gopher Tortoise Permitting Guidelines (April 2008 – revised January 2017) [hereafter, the "Permitting Guidelines"], and subsequent revisions of these guidelines that are in effect at the time the authorized activities are conducted, and subject to the following provisions/conditions.
2. Authorized activities are also predicated and conditioned on the information and assurances provided in the Permittee's 05/28/2020 application, the assurances of which are herein incorporated by reference.
3. The Permittee shall only take, attempt to take, pursue, hunt, harass, capture, possess, or transport gopher tortoises, or molest, damage or destroy any gopher tortoise burrows when such activity is authorized by a separate permit (e.g., Conservation, 10 or Fewer Burrows, Temporary Exclusion, Recipient Site, Scientific Collecting) issued by the FWC for a specified property that authorizes the Permittee to capture and possess gopher tortoises from or within that property.
4. Gopher tortoise burrow surveys must be conducted in accordance with the Permitting Guidelines, or as amended. Surveys must be conducted no more than 90 days prior to submitting a relocation application.
5. Tortoises shall only be relocated when the low temperature at the recipient site is forecasted by the National Weather Service to be above 50° Fahrenheit for three consecutive days after release (including the day of relocation). This three-day window of milder overnight temperatures is required to allow the relocated tortoises to settle into the recipient site and to reduce the chance of cold-related stress or mortality.
6. Captured gopher tortoises that show signs of disease (i.e., nasal and ocular discharge, emaciation, etc.) shall not

PERMIT NO. GTA-18-00051B      Page: 1 / 2

be relocated off-site to the authorized recipient site. At the Permittee's discretion, symptomatic tortoises may be: relocated on-site; transported to and quarantined at a FWC-licensed wildlife rehabilitation center (list available upon request); or licensed veterinary facility for treatment and subsequent relocation of recovered, non-symptomatic gopher tortoises along with others from the population; transported and donated to a FWC-permitted disease research program; or humanely euthanized by a licensed veterinarian when disease is advanced.

7. Gopher tortoises released at a recipient site shall be released into an enclosure in conformance with the FWC enclosure requirements specified in the Permitting Guidelines, or as amended. Gopher tortoises should be released near existing abandoned burrows or excavated starter burrows at the recipient site.
8. Marking of gopher tortoises must be done for all permits except for 10 or Fewer Burrows permits with on-site relocation. All tortoises must be marked with marginal scutes of tortoises  $\geq$  130 mm carapace length (CL) drilled or notched, and marginal scutes of juveniles < 130 mm CL notched. Passive Integrated Transponder (PIT) tags may be used as an alternative to drilling or notching the marginal scutes.
9. During transport, gopher tortoises must be held in shaded conditions and in individual containers large enough to allow the tortoise to turn around. Tortoises must not be held more than 72 hours after capture unless otherwise authorized by FWC permit.
10. Supervised backhoe excavation of gopher tortoise burrows shall only take place with at least two people present at each burrow. A backhoe operator and a person on the ground at the burrow is required at all times during backhoe excavation. Backhoes must be equipped with a flat blade on the bucket for digging. Excavation of a burrow should not be started unless it can be fully excavated in the same day. Burrow excavation is not complete until the burrow terminus is reached and all side chambers are found and completely excavated.
11. This permit does not authorize Permittee access to any public or private properties. Permission to access the property must be secured from the appropriate landholders prior to undertaking any work on such properties.
12. This permit is non-transferable and must be readily available for inspection at all times while engaging in the permitted activities. This permit can be suspended, revoked or not renewed for just cause pursuant to 68-1.010, Florida Administrative Code and Chapter 120, Florida Statutes. Criteria for suspension, revocation, or non-renewal of authorized agent permits and registered agents can be found in the Permitting Guidelines, or as amended.
13. The activities authorized under this Permit must be carried out by the Permittee or the Assistant(s) that are designated by the Permittee. The Permittee shall revise its list of designated Assistants utilizing the FWC online permitting system prior to that Assistant conducting any gopher tortoise activities authorized under this permit. **The FWC reserves the right to deny a Permittee's designation of an individual as its Assistant if rights of the individual to obtain gopher tortoise permits have been suspended or revoked.** All activities conducted by Assistants must be under the supervision and responsibility of the Permittee. Assistants must be directly supervised on-site by the Permittee when the Assistant(s) are collecting gopher tortoise blood samples or during backhoe excavation of gopher tortoise burrows. The Permittee shall be as fully responsible for activities conducted by Assistants and contracted backhoe operators to the same extent as if they had themselves carried out those activities under this Permit.
14. The Permittee and its Assistant(s) must carry with them either this original permit, or a complete copy, while engaged in the permitted gopher tortoise activities. The Assistant(s) must also be in possession of a copy of the letter of designation from the Permittee.
15. The Permittee, by signing this permit, specifically agrees to allow authorized Commission personnel, upon presentation of credentials as may be required by law, access to sites to inspect the activities authorized under this permit.
16. A request for permit renewal or extension should be submitted at least 45 days prior to the expiration date of this permit.

**A person whose substantial interests are affected by FWC's action may petition for an administrative proceeding (hearing) under sections 120.69 and 120.67 of the Florida Statutes. A person seeking a hearing on FWC's action shall file a petition for hearing with the agency within 21 days of receipt of written notice of the decision. The petition must contain the information and otherwise comply with section 120.649, Florida Statutes, and the uniform rules of the Florida Division of Administration, chapter 28-106, Florida Administrative Code. If the FWC receives a petition, FWC will notify the Permittee. Upon such notification, the Permittee shall cease all work authorized by this permit until the petition is resolved. The enclosed Explanation of Rights statement provides additional information as to the rights of parties whose substantial interests are or may be affected by this action.**

PERMIT NO. GTA-18-00051B      Page: 2 / 2

## The Valerin Group, Inc. Licenses

**State of Florida**  
**Department of State**


I certify from the records of this office that THE VALERIN GROUP, INC. is a corporation organized under the laws of the State of Florida, filed on August 2, 2006, effective August 1, 2006.

The document number of this corporation is P06000101486.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 11, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eleventh day of January, 2022



*Ronald DeSantis*  
Secretary of State

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*State of Florida*  
**Woman Business Certification**

**The Valerin Group, Inc.**

Is certified under the provisions of 287 and 295.147, Florida Statutes, for a period from: 09/30/2021 to 09/30/2023



Jonathan R. Sison, Secretary  
Florida Department of Management Services



Office of Supplier Diversity  
4050 Expressway Way, Suite 400  
Tallahassee, FL 32309  
850-487-0925  
www.dms.fl.gov/diversity

## American Acquisition Group, LLC Licenses

**State of Florida**  
**Department of State**

I certify from the records of this office that AMERICAN ACQUISITION GROUP, LLC is a limited liability company organized under the laws of the State of Florida, filed on December 18, 2005.

The document number of this limited liability company is L03090054482.

I further certify that said limited liability company has paid all fees due this office through December 31, 2022, that its most recent annual report was filed on January 27, 2022, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-seventh day of January, 2022



*Ronald DeSantis*  
Secretary of State

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Ron DeSantis, Governor Melissa S. Griffin, Secretary

**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**DIVISION OF REAL ESTATE**  
THE CORPORATION HAS BEEN REGISTERED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

**AMERICAN ACQUISITION GROUP LLC**  
371 NORTH SHERBILL STREET SUITE B7  
TAMPA FL 33609

LICENSE NUMBER: CQ0018073  
EXPIRATION DATE: MARCH 31, 2024  
Always verify licenses online at MyFloridaLicense.com



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Ron DeSantis, Governor Melissa S. Griffin, Secretary

**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**DIVISION OF REAL ESTATE**  
THE BROKER HAS BEEN LICENSED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

**BROWN, DONALD WADE**  
330 84TH AVENUE  
ST PETERSBURG FL 33706

LICENSE NUMBER: BK588857  
EXPIRATION DATE: MARCH 31, 2024  
Always verify licenses online at MyFloridaLicense.com



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## 2.c. Demonstrate Proposer's minimum compliance with the Design-Build requirements of Section 287.055, Florida Statutes.

**Woodruff and Sons, Inc.**, as the Primary Contractor, and **Kimley-Horn and Associates, Inc.**, as the Primary Engineer, meet the definition of a "Design-Build Firm" under the Florida Statutes, Section 287.055 being a partnership between a general contractor certified to engage in construction contracting under Florida Statutes, Section 489.019, and an engineering firm certified to practice professional engineering under Florida Statutes, Section 481.023.

## 2.d. Provide a written overview of the experience between the Prime Contractor and Prime Engineer, including projects of similar size, length and complexity.

The use of collaborative project delivery to build water infrastructure projects has gained increasing acceptance due to the recognized benefit to public utilities. Authority members Manatee County and Sarasota County have recently begun using Progressive Design-Build and Construction Manager at Risk (CMAR) collaborative delivery to improve schedules and manage cost uncertainty. It is well known that a crucial factor in successful collaborative delivery is contractor and designer teams have a well-established working relationship based on mutual respect for each other's expertise. Because collaborative delivery is relatively new to public utility construction in Southwest Florida there are not many contractor-designer teams with a long history of collaborative delivery within the Authority member counties. That said, we are proposing an exceptional team that does have established working relationships and is currently working together on collaboratively delivered projects for pipelines and facilities. As a local contractor, owned and operated out of Southwest Florida, Woodruff & Sons has constructed a number of collaboratively delivered projects within the Authority's member counties. Our major subconsultant PCL Construction, Inc. is currently delivering progressive design-projects for Manatee County on water and wastewater facilities including the Lake Manatee WTP, and the SE and SW Water Reclamation Facilities. Kimley-Horn is either the Prime Engineer or on the engineering team for these projects.

Between both corporations, we have 20+ Alternative Delivery Projects within the member counties of PRMRWSA.

8



Alternative Delivery  
Projects in Florida

Alternative Delivery  
Projects in Florida

14

**Kimley»Horn**

Expect More. Experience Better.



**Woodruff and Kimley-Horn, specifically the Sarasota office, have worked on projects together for over 25 years.** Most of these projects were executed before the use of formal collaborative delivery; however, our relationship has always been one of mutual respect and fostered a very open and collaborative working relationship not too different than how we are now working together on current Progressive Design-Build projects. As confirmation of our long standing relationship we offer descriptions of projects jointly completed within the past 10 years.

### Lakewood Ranch Blvd – Fruitville Road to South Village

Lakewood Ranch Blvd is a major thoroughfare between Manatee and Sarasota Counties that was designed by Kimley-Horn and constructed by Woodruff and Sons. The project consisted of a 4 lane divided highway, two round-a-bouts, over 16,000 LF of storm drainage ranging in size from 18” to 60”, over 3000 LF of 16” watermain including a 650 16” HDPE directional drill under Fruitville Road and replumbing the connections to the existing master lift station. All of these improvements had to be completed while maintaining two-way traffic on all roads within the work zone. Woodruff & Sons and Kimley-Horn consistently collaborated on sequencing of utility installation, phasing of roadwork, MOT adjustments, to ensure uninterrupted service while maintaining a high standard of workmanship throughout the project. This open communication allowed us to quickly develop a plan to construct the proposed modifications to the master lift station connections without taking 47 satellite lift stations off-line.



#### Project Highlights

- Over 1/2 mile of 16-inch water transmission main
- Included Horizontal Directional Drilling (HDD)- Utility Construction within a future road
- Several stakeholders involved with developers, County, multiple engineers and contractors
- Large diameter pressure pipe
- Canal crossing
- Open cut & horizontal directional drill



## Village of Parrish Master Lift Station, Parrish, FL

Kimley-Horn performed design and permitting for the Village of Parrish Master Lift Station for Manatee County. Kimley-Horn was brought in on an emergency fast-tracked contract to expedite the design of this new master lift station. Kimley-Horn developed three site plan options and began construction of a hydraulic model. Once this initial task was completed, the team completed the design and permitting for a quad-plex submersible lift station within a 3-month timeframe. Woodruff & Sons was awarded the construction of the project and worked with Kimley-Horn during the development of plans by reviewing for constructability and value-engineering. The new station included a poured-in-place concrete wet well approximately 20'x20'x35' deep, plus a modular equipment building housing the electrical equipment and telemetry equipment, associated site piping and deep gravity sanitary. The work also included removing and re-using a generator and electrical equipment from an unused booster pump station.



### Project Highlights

- Immediate responsiveness
- Collaboration of team under a design-bid-build project
- Ability to fast track permitting and construction as a team.
- Intensive dewatering and local knowledge to perform complex construction

## Force Main 13A, Bradenton, FL

Woodruff & Sons and Kimley-Horn worked on this project which replaced aging 24" force main with a new pipe line stretching from 5th Street West and 63rd Avenue to 34th Street W and 60th Ave in Bradenton, Florida. It included 8,735 LF of new 24" PVC installed via open-cut and an additional 2,555 LF installed via horizontal directional drilling with a 36" casing pipe. The majority of the pipe installations required extensive maintenance of traffic to safely install the pipe while protecting the traveling public. The project also consisted of installing and bypassing the Master Lift Station 13A while improvements were installed in the lift station.



### Project Highlights

- Large diameter pipe installation within active and congested corridor
- Horizontal Directional Drill installation.
- Extensive Maintenance of Traffic
- Significant bypass system to maintain operations

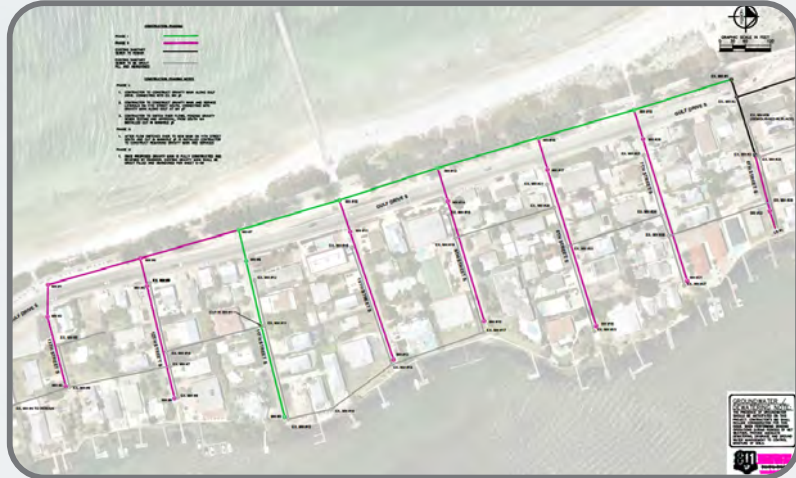




## Bradenton Beach Gravity Sewer Replacement (CMAR), Manatee County, FL



Woodruff & Sons and Kimley-Horn are once again collaborating on a high priority project within the local community. 4,500 linear feet of aging underground gravity sewer will be replaced along beach parking and within a neighborhood of Bradenton Beach. Public relations and coordination will be key to the success of this project. Construction on an island creates additional obstacles with water tables, corrosion protection, maintenance of traffic, and the coastal construction control line. Woodruff and Kimley-Horn provide the team oriented, efficient, and quality driven collaboration that are needed between the design engineer and contractor on sensitive projects like this gravity sewer replacement on Bradenton Beach.



### Project Highlights

- High profile project with extensive collaboration
- Significant maintenance of Traffic (MOT)
- Requires easement acquisition and public coordination
- Requires experience with high water table and dewatering
- Coordination with Multiple Municipalities
- Directional Drill

### Additional Experience of the Design Build Team Working Together

Woodruff and Sons has been working with Kimley-Horn, specifically the local Sarasota office, for over 25+ years now and although, we have multiple design build projects with Kimley-Horn, our relationship for the past 25+ years has been very open and collaborative similar to a design-build experience. Below is a list of 25 additional projects that have not been highlighted within this proposal to expand on our history together.

PROJECT NAME	OWNER	SCOPE OF WORK	TOTAL COST
Preto Blvd Lift Station 3	Manasota Beach Ranchlands	Lift Station	\$207,879.57
South County Court House	Sarasota County	Underground/Site Work	\$2,392,658.64
SDMC East County Middle School	Manasota County School District	Sitework / Underground	\$2,447,863.42
West Villages Southwest Wastewater Reclamation Facility	West Villages, LLP	Sitework / Underground	\$2,812,266.23

PROJECT NAME	OWNER	SCOPE OF WORK	TOTAL COST
Drainage Inlet & Sanitary Sewer Repairs	Lakewood Ranch CDD2	Storm Sewer	\$98,001.99
Bougainvillea Place	Gibraltar-Nottingham Heights, LLC	Sitework / Underground	\$3,176,664.94
Fruitville Road, Honore Ave Improvements	Sarasota Gateway Associates	Roadwork	\$616,626.16
The Forest at Hi Hat Ranch	Sugarbowl Development Company, Inc	Sitework / Underground	\$2,353,426.29
R.H. Prine Elementary School	School Board of Manatee County	Sitework / Underground	\$675,472.40
Wal-Mart Supercenter, Bradenton, FL	Wal-Mart Stores, Inc.	Sitework / Underground	\$4,914,648.75
Cypress Creek DRI Phase 1 & 2	The Martha Sue Logan Revocable Trust	Sitework / Underground	\$6,583,557.72
North Cattlemen Road, Phase 2	Sarasota Gateway Associates, LLLP	Roadwork	\$620,614.78
Riverwalk Mobile Home Park	Riverwalk of North Port Limited Partnership	Sanitary Sewer	\$198,357.00
Sam's Club @ SR70 & US301	Wal-Mart Stores, Inc.	Sitework / Underground	\$1,527,701.58
Redbug Slough Flood Relief Improvements	Sarasota County	Box Culvert	\$2,515,834.84
The Mayfair At Palmer Ranch	A.G. Spanos Companies	Water & Sewer	\$1,104,958.31
21st/22nd Street West Gravity Sewer	Manatee County	Gravity Sewer	\$146,936.11
McIntosh Road Improvements	Palmer Ranch Development, Ltd	Roadwork	\$715,944.39
The Savoy At Palmer Ranch	The Spanos Corporation	Water & Sewer	\$1,003,958.50
Care Center East Stormwater Project	Sarasota County Public Hospital Board	Water & Sewer	\$269,994.00
Silver Oak, Phase 1	Silver Oak Ventures	Sitework	\$1,532,354.73
Port Manatee Intermodal Facility	Manatee County Port Authority	Sitework	\$304,998.30
Central Sarasota Parkway Extension	Palmer Ranch Development, Ltd	Water & Sewer	\$582,775.70
Wal-Mart Supercenter, Bradenton, FL	Wal-Mart Stores, Inc.	Sitework	\$3,036,284.00



## **2.f. Provide resumes for key personnel proposed for the Projects and demonstrate qualifications, experience and capabilities of the individuals.**

### **Key Project Staff**

Woodruff & Sons, Inc. and Kimley-Horn have a long history of achieving successful project completions through a combination of effective project management and technical expertise. Based on our experience working with cities, towns, and counties, we know that utility clients are most interested in the quality and performance of the people with whom they will work, not just the experience record or reputation of the firm. We have, therefore, assembled a project team that has not only worked together for many years (including extensive experience with the Authority), but is most distinguished by the caliber of the people comprising it. In the following section, we introduce you to the key personnel selected to serve you. We know your consultants need to be ready to “roll up their sleeves” and actively participate with Peace River staff to make your Regional Integrated Loop Phase 2B and Phase 3C Pipelines projects successful.

Our key people have that practical experience and are ready to demonstrate their commitment to the successful completion of each of your projects.

Key Personnel shown have been selected based on experience with large pipeline design and construction in Southwest Florida, experience with public water supply pumping and storage facilities, past experience successfully delivering collaborative projects as a team, and the personal commitment and availability to address the aggressive schedule for completing the Regional Integrated Loop Phase 2B and Phase 3C Pipelines.





\* Key Personnel are shown in this color

## Donald Woodruff, CGC, CUC

Principal-in-Charge/Contract Authority

Bradenton, FL

 48 Years of Experience



### Professional Credentials

- Certified General Contractor: FL, No. CGC026840
- Certified Underground Utility & Excavating Contractor: FL, No. CUC032662
- Certified Contractor Type V Fire License: FL, No. 56528900012005

### Special Qualifications

- President of Woodruff and Sons, Inc.
- Over 40 years experience constructing underground utilities in SW Florida
- Design Build Experience
- Phase 2A Principal
- Large Diameter Pipeline Expertise



Collaborative Delivery



Exceptionally Relevant

### Colony Cove Pipeline Replacements and Phase 1 Replacements (Design-Build), Manatee County, FL

Project Engineer. Woodruff & Sons and Kimley Horn were selected by Manatee County to address and rectify the problems with an outdated sanitary sewer collection system via a progressive design build process. Colony Cove is a 55+ retirement mobile home community located in Ellenton Florida in which Manatee County owns and operates the sewer collection systems which is comprised of numerous lift stations and miles of gravity sewer pipe. The project will be broken up into three phases due to funding and will ultimately redesign and replace the entire sewer system all while maintaining service and access to the residents. The first phase of the project that is currently underway, involves the decommissioning of two lift stations and reconfiguring the gravity system to one lift station. The project will include the design, permitting and installation of approximately 9,000 LF of gravity sewer mains, a horizontal directional drill (HDD) of the force main under US 301 and the construction of a new lift station. Kimley Horn will design the improvements with assistance from Woodruff to produce a product that will resolve the pumping issues and infiltration problems they are currently experiencing and relocate the network of pipes so that they are no longer located behind and underneath the multitude of trailers within the community. This is a very unique project where the team will be required to think "out of the box" and accommodate field changes to ensure the needs of the client.

### Lakewood Ranch Boulevard (LWR) Fruitville Road to South Village, Lakewood Ranch, FL

(\$15,758,407). - LWR Boulevard consists of 1.7 miles of two-lane divided roadway including two roundabouts; additions to the existing box culvert; 2,500 LF of gravity wall; 3,000 LF of 16 inch PVC water main; 660 LF of 18 inch directional drill; 1,090 LF of 12, 16, and 18 inch PVC force main; demolition of portions of the existing wastewater treatment plant, improvements to the existing Fruitville master lift station.

### Peace River Regional Integrated Loop Systems Phase 2 Interconnect and Segment B, Desoto County, FL

(\$10,742,192). - Constructed 7 miles of 42 inch diameter transmission main, three new master meter stations, and various interconnections with existing transmission mains; 300 LF of 60 inch jack and-bore, pressure testing, chlorinating and de-chlorinating; and surface restoration included replacing asphalt and base at roadways, concrete curb, sidewalks and sodding.

### Cypress Street Outfall Regional Stormwater Improvements, City of Tampa, FL

Design Build (\$35,583,705). Work consisted of 6,500 LF of 36 inch transmission water main; 5,890 LF of distribution water main; 2,950 LF of 8 and 12 inch gravity sanitary sewer; 2,570 LF of 24 inch gravity sanitary sewer; 3,070 LF of a double 8'x8' box culvert; 1,660 LF of 10'x7' box culvert; 1,280 LF of 10'x5' box culvert; 1,660 LF of 6'x5' box culvert; and 1.5 miles of new roadway including new sidewalk, roadside pervious concrete parking stalls, and the Green Spine bike path.



## Matt Anderson, P.E.

Project Manager; Construction Manager Pipelines

📍 Bradenton, FL

🕒 22 Years of Experience



### Professional Credentials

- Professional Engineer: FL, No. 62598

### Special Qualifications

- Licensed Professional Engineer in Florida and Qualified Construction Manager
- Project Manager for the Authorities Phase 2A Project
- Engineer of record for multiple stormwater high flow pump stations
- Design engineer & general contractor experience
- Design build experience



Collaborative Delivery



Exceptionally Relevant

### Colony Cove Pipeline Replacements and Phase 1 Replacements (Design-Build), Manatee County, FL



- Project Engineer. Woodruff & Sons and Kimley Horn were selected by Manatee County to address and rectify the problems with an outdated sanitary sewer collection system via a progressive design build process. Colony Cove is a 55+ retirement mobile home community located in Ellenton Florida in which Manatee County owns and operates the sewer collection systems which is comprised of numerous lift stations and miles of gravity sewer pipe. The project will be broken up into three phases due to funding and will ultimately redesign and replace the entire sewer system all while maintaining service and access to the residents. The first phase of the project that is currently underway, involves the decommissioning of two lift stations and reconfiguring the gravity system to one lift station. The project will include the design, permitting and installation of approximately 9,000 LF of gravity sewer mains, a horizontal directional drill (HDD) of the force main under US 301 and the construction of a new lift station. Kimley Horn will design the improvements with assistance from Woodruff to produce a product that will resolve the pumping issues and infiltration problems they are currently experiencing and relocate the network of pipes so that they are no longer located behind and underneath the multitude of trailers within the community. This is a very unique project where the team will be required to think "out of the box" and accommodate field changes to ensure the needs of the client.

### Cypress Street Outfall Regional Stormwater Improvements (Design-Build), City of Tampa, FL



- Design Build (\$35,583,705). Work consisted of 6,500 LF of 36 inch transmission water main; 5,890 LF of distribution water main; 2,950 LF of 8 and 12 inch gravity sanitary sewer; 2,570 LF of 24 inch gravity sanitary sewer; 3,070 LF of a double 8'x8' box culvert; 1,660 LF of 10'x7' box culvert; 1,280 LF of 10'x5' box culvert; 1,660 LF of 6'x5' box culvert; and 1.5 miles of new roadway including new sidewalk, roadside pervious concrete parking stalls, and the Green Spine bike path.

### Peace River Regional Integrated Loop Systems Phase 2 Interconnect and Segment B, Desoto County, FL (\$10,742,192).



- Constructed 7 miles of 42 inch diameter transmission main, three new master meter stations, and various interconnections with existing transmission mains; 300 LF of 60 inch jack and-bore, pressure testing, chlorinating and de-chlorinating; and surface restoration included replacing asphalt and base at roadways, concrete curb, sidewalks and sodding.

### Gasparilla Road Widening (CR 711) (CMAR), Charlotte County, FL (\$14,070,893).



- Constructed roadway and utility improvements for approximately 2.5 miles. Utility scope included installing approximately 16,000 LF of 12 and 24 inch water main; 15,000 LF of 20 inch force main and 28,000 LF of 12 and 16 inch reclaimed water main using open-cut, horizontal directional drilling, and jack-and-bore.

### Lakewood Ranch Boulevard (LWR) Fruitville Road to South Village, Lakewood Ranch, FL

(\$15,758,407). - LWR Boulevard consists of 1.7 miles of two-lane divided roadway including two roundabouts; additions to the existing box culvert; 2,500 LF of gravity wall; 3,000 LF of 16 inch PVC water main; 660 LF of 18 inch directional drill; 1,090 LF of 12, 16, and 18 inch PVC force main; demolition of portions of the existing wastewater treatment plant, improvements to the existing Fruitville master lift station.



## Chad Wakeman, CUC, E.I.

Price Modeling and GMP Development

📍 Bradenton, FL

🕒 16 Years of Experience



### Professional Credentials

- Certified Underground Utility & Excavation
- Contractor: FL, No. CUC1225640
- Engineering Intern: FL, No. 1100011586
- OSHA 30-Hour

### Special Qualifications

- Certified Utility Contractor and registered Florida Engineering Intern
- Phase 2A Estimator
- Design-Build Experience



Collaborative Delivery



Exceptionally Relevant

### Colony Cove Pipeline Replacements and Phase 1 Replacements (Design-Build), Manatee County, FL



- Project Engineer. Woodruff & Sons and Kimley Horn were selected by Manatee County to address and rectify the problems with an outdated sanitary sewer collection system via a progressive design build process. Colony Cove is a 55+ retirement mobile home community located in Ellenton Florida in which Manatee County owns and operates the sewer collection systems which is comprised of numerous lift stations and miles of gravity sewer pipe. The project will be broken up into three phases due to funding and will ultimately redesign and replace the entire sewer system all while maintaining service and access to the residents. The first phase of the project that is currently underway, involves the decommissioning of two lift stations and reconfiguring the gravity system to one lift station. The project will include the design, permitting and installation of approximately 9,000 LF of gravity sewer mains, a horizontal directional drill (HDD) of the force main under US 301 and the construction of a new lift station. Kimley Horn will design the improvements with assistance from Woodruff to produce a product that will resolve the pumping issues and infiltration problems they are currently experiencing and relocate the network of pipes so that they are no longer located behind and underneath the multitude of trailers within the community. This is a very unique project where the team will be required to think "out of the box" and accommodate field changes to ensure the needs of the client.

**Gasparilla Road Widening (CR 711) (CMAR), Charlotte County, FL (\$14,070,893).** - Constructed roadway and utility improvements for approximately 2.5 miles. Utility scope included installing approximately 16,000 LF of 12 and 24 inch water main; 15,000 LF of 20 inch force main and 28,000 LF of 12 and 16 inch reclaimed water main using open-cut, horizontal directional drilling, and jack-and-bore.

**Cypress Street Outfall Regional Stormwater Improvements, City of Tampa, FL - Design Build (\$35,583,705).** Work consisted of 6,500 LF of 36 inch transmission water main; 5,890 LF of distribution water main; 2,950 LF of 8 and 12 inch gravity sanitary sewer; 2,570 LF of 24 inch gravity sanitary sewer; 3,070 LF of a double 8'x8' box culvert; 1,660 LF of 10'x7' box culvert; 1,280 LF of 10'x5' box culvert; 1,660 LF of 6'x5' box culvert; and 1.5 miles of new roadway including new sidewalk, roadside pervious concrete parking stalls, and the Green Spine bike path.



**Peace River Regional Integrated Loop Systems Phase 2 Interconnect and Segment B, Desoto County, FL (\$10,742,192).** - Constructed 7 miles of 42 inch diameter transmission main, three new master meter stations, and various interconnections with existing transmission mains; 300 LF of 60 inch jack and-bore, pressure testing, chlorinating and de-chlorinating; and surface restoration included replacing asphalt and base at roadways, concrete curb, sidewalks and sodding.



**53rd Avenue West and Force Main 27-A (51st Street West to SWWRF), Manatee County, FL (\$11,988,299).** - Installed numerous utilities including 6,800 LF of new 42 inch DIP force main, bypass pipes on a 20 inch Longboat Key force main to offset this pipe in two locations while maintaining flow, 24 inch DIP reclaimed main, 18 inch DIP water main, numerous smaller utilities, thousands of feet of storm drains and construction of new roadway to convert the existing two-lane road into a four-lane, divided arterial roadway. Maintained utility, drainage, and MOT phases including signalized intersections.



## Scott Withrow

Project Safety Manager Pipelines

📍 Bradenton, FL

🕒 32+ Years of Experience



### Professional Credentials

- Qualified OSHA Instructor
- US Department of Labor Mine Safety and Health
- FDOT MOT Advanced Course Certified
- Confined Space Certification

### Special Qualifications

- Design-Build experience
- Extensive experience in installation of large diameter pipeline
- Qualified OSHA Instructor




Collaborative Delivery



Exceptionally Relevant

### Cypress Street Outfall Regional Stormwater Improvements (Design-Build), City of Tampa, FL

**(\$35,583,705).** - Work consisted of 6,500 LF of 36 inch transmission water main; 5,890 LF of distribution water main; 2,950 LF of 8 and 12 inch gravity sanitary sewer; 2,570 LF of 24 inch gravity sanitary sewer; 3,070 LF of a double 8'x8' box culvert; 1,660 LF of 10'x7' box culvert; 1,280 LF of 10'x5' box culvert; 1,660 LF of 6'x5' box culvert; and 1.5 miles of new roadway including new sidewalk, roadside pervious concrete parking stalls, and the Green Spine bike path. 

**Force Main 13A, Manatee County, Bradenton, FL (\$5,786,924.11).** - Constructed 10,570 LF of 24 inch force main via open-cut and directional bore including installation of a directional-bored 36 inch casing for the 24 inch force main under US 41. Project also included reconfiguring the dry well piping in Master Lift Station 13A, which required bypass pumping of the entire station. Areas that were open-cut at depths of 9 feet on existing roadways required extensive maintenance of traffic during installation of pipe and rebuilding the road.

**44th Avenue East Extension [from 45th St E to I-75], Manatee County, FL (\$54,588,370).** - Project includes installation of approximately 6400 LF of 36" and 1800 LF 30" DIP Watermain, 16,000 LF of various storm pipe from 18" to 60" RCP; as well as removing approximately 3 miles of an existing 2 lane road and reconstruct a new 4 lane road from right-of-way to right-of-way that includes street lights and various signalized intersections. Coordinate and oversee the construction of approximately 1600 LF pile and beam 4 lane bridge over a river.

### 53rd Avenue West and Force Main 27-A (51st Street West to SWWRF), Manatee County, FL

**(\$11,988,299).** - Installed numerous utilities including 6,800 LF of new 42 inch DIP force main, bypass pipes on a 20 inch Longboat Key force main to offset this pipe in two locations while maintaining flow, 24 inch DIP reclaimed main, 18 inch DIP water main, numerous smaller utilities, thousands of feet of storm drains and construction of new roadway to convert the existing two-lane road into a four-lane, divided arterial roadway. Maintained utility, drainage, and MOT phases including signalized intersections.

### Lakewood Ranch Boulevard (LWR) Fruitville Road to South Village, Lakewood Ranch, FL

**(\$15,758,407).** - LWR Boulevard consists of 1.7 miles of two-lane divided roadway including two roundabouts; additions to the existing box culvert; 2,500 LF of gravity wall; 3,000 LF of 16 inch PVC water main; 660 LF of 18 inch directional drill; 1,090 LF of 12, 16, and 18 inch PVC force main; demolition of portions of the existing wastewater treatment plant, improvements to the existing Fruitville master lift station.



## Rick Hoffman

Chief Estimator

Bradenton, FL

Kimley»Horn

46 Years of Experience

### Professional Credentials

- FDOT – Worksite Traffic Supervisor
- FDEP – Stormwater Management Inspector
- American Red Cross – First Aid & CPR

### Special Qualifications

- Design-Build Experience
- Large Pipeline Experience
- Career in SW FL




Collaborative Delivery




Exceptionally Relevant

### Cypress Street Outfall Regional Stormwater Improvements (Design-Build), City of Tampa, FL

**(\$35,583,705).** - Work consisted of 6,500 LF of 36-inch transmission water main; 5,890 LF of distribution water main; 2,950 LF of 8 and 12 inch gravity sanitary sewer; 2,570 LF of 24 inch gravity sanitary sewer; 3,070 LF of a double 8'x8' box culvert; 1,660 LF of 10'x7' box culvert; 1,280 LF of 10'x5' box culvert; 1,660 LF of 6'x5' box culvert; and 1.5 miles of new roadway including new sidewalk, roadside pervious concrete parking stalls, and the Green Spine bike path. 

### Peace River Regional Integrated Loop Systems Phase 2 Interconnect and Segment B, Peace

**River Manasota Regional Water Supply Authority, Desoto County, FL (\$10,742,192).** - Constructed 7 miles of 42 inch diameter transmission main, three new master meter stations, and various interconnections with existing transmission mains; 300 LF of 60 inch jack-and-bore, pressure testing, chlorinating and de-chlorinating; and surface restoration included replacing asphalt and base at roadways, concrete curb, sidewalks and sodding. 

**44th Avenue East Extension [from 45th St E to I-75], Manatee County, FL (\$54,588,370).** - Project includes installation of approximately 6400 LF of 36" and 1800 LF 30" DIP Watermain, 16,000 LF of various storm pipe from 18" to 60" RCP; as well as removing approximately 3 miles of an existing 2 lane road and reconstruct a new 4 lane road from right-of-way to right-of-way that includes street lights and various signalized intersections. Coordinate and oversee the construction of approximately 1600 LF pile and beam 4 lane bridge over a river.

### Brandon Urban Dispersed Wells Transmission Main, Div 2, Tampa Bay Water, Brandon, FL

**(\$6,897,049).** - Second portion of a raw water transmission main collecting raw water at well sites along 6.3 mile route of a 30" diameter ductile iron pipe with 700 LF of 42" jack-and-bores connections to exiting well site pump stations, pressure testing and surface restoration including asphalt paving and base, curb, sidewalks and sodding.

### Lakewood Ranch Boulevard (LWR) Fruitville Road to South Village, Lakewood Ranch, FL

**(\$15,758,407).** - LWR Boulevard consists of 1.7 miles of two-lane divided roadway including two roundabouts; additions to the existing box culvert; 2,500 LF of gravity wall; 3,000 LF of 16 inch PVC water main; 660 LF of 18 inch directional drill; 1,090 LF of 12, 16, and 18 inch PVC force main; demolition of portions of the existing wastewater treatment plant, improvements to the existing Fruitville master lift station, new signalization, striping, signing and pavement markings. (WSI/KH Collaboration)

### Villages of Lakewood Ranch – Lorraine Rd, Lakewood Ranch Stewardship, FL (\$11,421,604).

Construction a 4 lane divided roadway from University Parkway south to extends of the SMR south property line. Includes all earthwork associated with this project, as well as the extension of water, irrigation and sanitary sewer force main. An existing 8" steel gas main runs within the project corridor and required special attention during construction. Installed 24" watermain as a dry line for future connection.



Collaborative Delivery



Exceptionally Relevant



**WOODRUFF & SONS**  
INCORPORATED  
Contractors



## Danny Dan

Pipeline Superintendent

Bradenton, FL

39 Years of Experience

### Professional Credentials

- NUCA Competent Person & Confined Space
- American Red Cross, First Aid & CPR

### Special Qualifications

- Phase 2A Pipeline Superintendent

- **Cypress Street Outfall Regional Stormwater Improvements, City of Tampa, FL**
- **Peace River Regional Integrated Loop Systems Phase 2 Interconnect and Segment B**
- **CMAR Gasparilla Road**
- **Force main 13A**



## Sonny Noland

Pipeline Superintendent

Bradenton, FL

32 Years of Experience

### Professional Credentials

- NUCA Competent Person & Confined Space
- American Red Cross, First Aid & CPR

### Special Qualifications

- Phase 2A Pipeline Foreman

- **Cypress Street Outfall Regional Stormwater Improvements, City of Tampa, FL**
- **Peace River Regional Integrated Loop Systems Phase 2 Interconnect and Segment B**
- **53rd Avenue West (43rd Street West to 75th Street West) and Force Main 27-A (51st Street West to SWWRF)**



## Jerry Konieczny

General Superintendent

Bradenton, FL

47 Years of Experience

### Professional Credentials

- NUCA Competent Person & Confined Space
- American Red Cross, First Aid & CPR

### Special Qualifications

- Phase 2A Pipeline Superintendent

- **Cypress Street Outfall Regional Stormwater Improvements, City of Tampa, FL**
- **Peace River Regional Integrated Loop Systems Phase 2 Interconnect and Segment B**
- **Brandon Urban Dispersed Wells Transmission Main, Div 2, Tampa Bay Water**
- **53rd Avenue West (43rd Street West to 75th Street West) and Force Main 27-A (51st Street West to SWWRF)**



## Ashley Miele, P.E.

Design Manager and Engineer of Record; Pipeline Design Lead; Construction Engineering Manager

 Sarasota, FL

 21 Years of Experience

### Professional Credentials

- Bachelor of Science, Environmental Engineering, Roger Williams University, Bristol, RI, 2002
- Professional Engineer in Florida, #66476
- WaterCAD Certification

### Special Qualifications


- Team member for the Phase 2B/2C Feasibility Route Analysis 
- Delivered over \$100M in alternative delivery projects.
- Has been working in southwest Florida for over 20 years





Collaborative Delivery





Exceptionally Relevant

**Peace River Interconnect and Potable Water Main, Sarasota County, FL** - Project Manager and Engineer of Record. Provide design and construction phase services for 5 miles of 30-inch and 36-inch potable water transmission main that connects to the termination point of the Authority's Phase 3B pipeline. The route includes various wetlands; critical crossings such as Cow Pen Slough, Philippi Creek, and Interstate I-75; along with coordination with property owners, including schools and churches, adjacent developers, FDOT and easement acquisition. 

**Osprey Avenue Phase II and IV 20-inch Force Main and 12-inch Water Main Replacements (CMAR), Sarasota, FL** - Project Manager and Engineer of Record. To evaluate and perform utility and roadway design services on a half-mile downtown corridor extending from an historic residential neighborhood to the south. A new 16-inch water main and a new 24-inch force main was installed while maintaining existing tree canopies that include a "Grand Oak Tree," requiring special protection. 

**Legacy Trail Extension Utility Design (CMAR), Sarasota County, FL** - Project Manager and Engineer of Record. To design, permit and construct approximately 3,300 LF of 16-inch reclaimed water main including 620 LF of 4-inch and 6-inch reclaimed water mains to make connections along Sawyer Loop Road, 3,100 LF of 30-inch potable water main including 800 LF of horizontal directional drill (HDD) under Clark Road. 

**Colony Cove Pipeline Replacements and Phase 1 Replacements (Design-Build), Manatee County, FL** - Qualified Technical Review. Woodruff & Sons and Kimley Horn were selected by Manatee County to rectify an outdated sanitary sewer collection system. Colony Cove is a community within which Manatee County operates numerous lift stations and miles of gravity sewer pipe. The project will be broken up into three phases and will ultimately replace the entire collection and transmission system while maintaining service and access to the residents. The project will include the design and construction of 9,000 LF of pipeline, horizontal directional drill (HDD) under US 301, and a new master wastewater pumping station. This will be a highly collaborative design addressing numerous conflicts, relocations, and maintenance of service complications. This is a very unique project where the design-build team will be required to think "out of the box". 

**Lake Manatee Water Treatment Plant Alum Sludge Dewatering System (Design-Build), Manatee County, FL** - Qualified Technical Review. PCL Construction and Kimley-Horn were selected by Manatee County to design and construct a mechanical sludge dewatering facility and other improvements with capacity for managing water treatment residuals at this 54 MGD surface water treatment plant. The project addresses all of the water treatment residuals and recycle streams. The Project scope includes: settled sludge pumping stations; gravity thickeners; blending tanks and feed pumps; dewatering building with centrifuges, polymer feed system; electrical building; site and roadway improvements. Price modeling will be performed as the design advances and a GMP will be delivered at about 90% design completion. 



## Douglas Eckmann, P.E., BCEE, D.WRE, F.ASCE

Kimley»Horn

Hydraulic Modeling and Water Quality; Transient Hydraulics and Surge Analysis

Fort Myers, FL

40 Years of Experience



### Professional Credentials

- Bachelor of Science, Mechanical Engineering, Northwestern University, 1971
- Master of Business Administration, St. Edward's University, 1984
- Professional Engineer in Florida #47259
- Board Certified Environmental Engineer #88-10054
- Board Certified Water Resource Engineer #00647
- Life Member, AWWA

### Special Qualifications

- Led engineering teams delivering \$113 million of improvements to the Peace River Facility
- Currently serving as the Design Manager and EOR for Progressive Design Build with PCL
- Team member for the Phase 2B/2C Feasibility Route Analysis 




Collaborative Delivery




Exceptionally Relevant


### Lake Manatee Water Treatment Plant Alum Sludge Dewatering System (Design-Build), Manatee County, FL

- Design Manager and Engineer of Record. PCL Construction and Kimley-Horn were selected by Manatee County to design and construct a mechanical sludge dewatering facility and other improvements with capacity for managing water treatment residuals at this 54 MGD surface water treatment plant. The project addresses all of the water treatment residuals and recycle streams. The Project scope includes: settled sludge pumping stations; gravity thickeners; blending tanks and feed pumps; dewatering building with centrifuges, polymer feed system; electrical building; site and roadway improvements. Price modeling will be performed as the design advances and a GMP will be delivered at about 90% design completion. 

### East Water Storage and Booster Pumping Station (CMAR), City of Fort Myers, FL

- Principal Engineer and Project Manager for design of a new water storage tank with pumping capacity equal to 6.3 mgd. This is achieved using four vertical pumps each having 1,450 gpm capacity. Each pump has a 60 hp motor. Pumps have VFDs for flow and pressure control. The water storage tank is contoured to maximize the storage volume on the tight site and will hold 2.5 million gallons. 

### Colony Cove Pipeline Replacements and Phase 1 Replacements (Design-Build), Manatee County, FL

- Qualified Technical Review. Woodruff & Sons and Kimley Horn were selected by Manatee County to rectify an outdated sanitary sewer collection system. Colony Cove is a community within which Manatee County operates numerous lift stations and miles of gravity sewer pipe. The project will be broken up into three phases and will ultimately replace the entire collection and transmission system while maintaining service and access to the residents. The project will include the design and construction of 9,000 LF of pipeline, horizontal directional drill (HDD) under US 301, and a new master wastewater pumping station. This will be a highly collaborative design addressing numerous conflicts, relocations, and maintenance of service complications. This is a very unique project where the design-build team will be required to think "out of the box". 

### Southeast Water Storage and Booster Pumping Station, City of Cape Coral, FL

- Project Manager and EOR for planning, design, permitting, and construction phase services for new 2.0 mg prestressed concrete storage tank and potable water booster pumping station. Complete design for a greenfield booster pumping and storage facility having a 4,500-gpm firm capacity (6,000 gpm installed capacity) and 2.0-million-gallon storage tank. Design services included hydraulic modeling of the City's southeast distribution system and recommendations for sizing the required pumping capacity and control of system pressure. Facilities designed included a new architectural pumping facility, with office and restrooms, with metal hip roof designed to blend well within an existing neighborhood, and full site development. Building design hurricane resistant for 170 mph wind loading using impact resistant doors and windows. Pumping capacity is provided with four 1,500 gpm split-case horizontal pumps equipped with 100 hp motors and VFDs. Also designed a self-contained walk-in 300-kW standby generator installation and SCADA controls compatible with the City's existing system.



## Heather Ripley, P.E.

Hydraulic Modeling and Water Quality; Transient Hydraulics and Surge Analysis

Fort Myers, FL

14 Years of Experience

Kimley»Horn



### Professional Credentials

- Master of Engineering, Environmental Engineering, Penn State University, 2014
- Bachelor of Science, Civil Engineering, The Ohio State University, 2009
- Professional Engineer in Florida, #88329

### Special Qualifications

- Currently serving as the Design Manager Progressive Design Build with Woodruff on Manatee County Colony Cove pipeline improvements
- Extensive hydraulic modeling experience including water quality and transient analysis
- Team member for the Phase 2B/2C Feasibility Route Analysis



Collaborative Delivery



Exceptionally Relevant

### Colony Cove Pipeline Replacements and Phase 1 Replacements (Design-Build), Manatee County, FL

Design Manager and Engineer of Record. Woodruff & Sons and Kimley Horn were selected by Manatee County to rectify an outdated sanitary sewer collection system. Colony Cove is a community within which Manatee County operates numerous lift stations and miles of gravity sewer pipe. The project will be broken up into three phases and will ultimately replace the entire collection and transmission system while maintaining service and access to the residents. The project will include the design and construction of 9,000 LF of pipeline, horizontal directional drill (HDD) under US 301, and a new master wastewater pumping station. This will be a highly collaborative design addressing numerous conflicts, relocations, and maintenance of service complications. This is a very unique project where the design-build team will be required to think “out of the box”.



### Lakeland-Bartow-PCU Potable Water Interconnect Hydraulic Model Evaluation, Lakeland, FL

Modeling Engineer responsible for combining 3 separate system models and evaluating the feasibility and infrastructure requirements for providing an emergency interconnect among the City of Lakeland, City of Bartow, and Polk County Utilities water systems using Bentley's WaterCAD/WaterGEMs software. The interconnect infrastructure and operational recommendations was developed based on hydraulic modeling of the interconnected systems and an analysis of the chemical compatibility among the three potable waters.

**Hydraulic Modeling Services, City of Port Orange, FL** - Modeling Engineer responsible for training and providing oversight to develop, calibrate and analyze water, wastewater and reclaimed water models of the City's systems using Bentley's WaterCAD/WaterGEMs and SewerCAD/SewerGEMs software. The water, wastewater and reclaimed systems modeling included integrating the City's existing GIS mapping system into hydraulic models. The models were developed with system data and operational parameters and then calibrated based on SCADA data.

### Southeast Regional Utility Service Area Hydraulic Modeling and Master Plan, Polk County, FL

Modeling Engineer. The water and wastewater models, use Bentley's WaterCAD/WaterGEMs and SewerCAD/SewerGEMs, were updated with projected demand and usage data. The updated models were used to evaluate the existing and future issues and to develop infrastructure capital improvements.

### Lake Manatee Water Treatment Plant Alum Sludge Dewatering System (Design-Build), Manatee County, FL

Project Engineer for Pumping Analysis. PCL Construction and Kimley-Horn were selected by Manatee County to design and construct a mechanical sludge dewatering facility and other improvements with capacity for managing water treatment residuals at this 54 MGD surface water treatment plant. The project addresses all of the water treatment residuals and recycle streams. The Project scope includes: settled sludge pumping stations; gravity thickeners; blending tanks and feed pumps; dewatering building with centrifuges, polymer feed system; electrical building; site and roadway improvements. Price modeling will be performed as the design advances and a GMP will be delivered at about 90% design completion.





## Mark D. Miller, P.E.

Project Quality Manager; Pump Station Design

West Palm Beach, FL

36 Years of Experience

Kimley»Horn



### Professional Credentials

- Master of Engineering, Civil Engineering, University of Florida, 1988
- Bachelor of Science, Ocean Engineering, Florida Institute of Technology, 1986
- Professional Engineer in Florida, #45320

### Special Qualifications

- Decades of experience with pipelines, pumping and storage facilities
- Long time member of AWWA
- National Association of Corrosion Engineers

### Atlantic Avenue Utility Relocation, Palm Beach County Roadway and Bridge, Delray Beach, FL

Project Manager and Engineer of Record. Retained to design the new 42-inch water transmission main and modification of an existing canal aerial crossing of a Lake Worth Drainage District (LWDD) Canal. During construction, an unknown 36-inch force main owned by Palm Beach County, that was believed to be under the roadway was encountered, requiring a segment of the new 42-inch water transmission main to be installed deeper, using additional 45-degree bends. Even with all of these circumstances the project was still completed on time to accommodate the road and bridge work.

### Fort Pierce Utilities Authority North Hutchinson Island Repump #1 Improvements, Fort Pierce, FL

The Technical Reviewer for the North Hutchinson Island Repump and Storage Facility (Repump #1), which consists of a one million gallon storage tank and two 2,100 gpm high-service pumps or 3.0 MGD total pumping capacity and chemical systems consisting of liquid chlorine and ammonia systems. To meet increasing the demands, improve operating efficiencies and replace existing infrastructure, the Kimley-Horn team designed, permitted and oversaw the construction of the Repump #1 facility. FEMA funding was utilized to upgrade the aging infrastructure and aided in getting this project started. The pumps employed variable frequency drives (VFDs), which allowed the pumps to maintain discharge pressure. The electrical room was modified to include the installation of new VFD cabinets, an interlocked dual feed main disconnect with a generator receptacle, an automatic transfer switch, and a programmable logic controller (PLC) with radio communication.

**24-inch Water Main Route Evaluation Report and Design, West Palm Beach, FL** - Project engineer required to relocate an existing subaqueous 24-inch water main that conflicted with the new bridge location. The project included evaluating four alternative water main alignments to cross the Intracoastal Waterway from the City of West Palm Beach to the Town of Palm Beach. The report discussed community impacts, constructability, permit feasibility, and a recommendation to proceed with a preferred water main route.

**Flagler County (Beverly Beach) Storage and Repump Facility, Beverly Beach, FL** - Project manager. Responsible for the design and construction oversight of a remote potable water storage and repump facility which provided critical fire protection to a remote area along Flagler Beach. Kimley-Horn designed a remote storage and repump facility with disinfection that provided fire storage capacity and improved system pressures during peak demands. The facility provides remote filling of a storage tank during low system demands, and converts to a pumping mode to improve system pressures when system demands increase. The project was funded in part by USDA funds and provides a critical service to the residents in Beverly Beach.

**Indian River County Wabasso Causeway 12-inch Water Main and Force Main Replacement, Indian River County, FL** - Project manager responsible for planning, design, permitting, and construction phase services for replacement of a 12-inch water main and 12-inch forcemain aerial crossings on the Wabasso Causeway of the Indian River Lagoon. The project includes approximately 15,000 feet of new piping and eight separate horizontal directional drill components of 14-inch high-density polyethylene (HDPE) that will make it impervious to salt water attack. Permits were required through the US Corps of Engineers, the Florida Department of Environmental Protection, and Florida Department of Transportation. The project was also expedited in order to be complete prior to FDOT's resurfacing and road widening project.



## Anthony Samarripas, P.E.

Pumping Station Quality Control

Dallas, TX

Kimley»Horn

20 Years of Experience



### Professional Credentials

- Bachelor of Science, Civil Engineering, Texas Tech University, 2000
- Professional Engineer in Texas

### Special Qualifications

- Extensive experience with large water booster pumping stations
- Significant experience with SCADA systems
- Large potable water pumping station experience

**Ector County Utility District (ECUD) 22 MGD Pump Station, Odessa, TX** - Ector County Utility District (ECUD) selected Kimley-Horn to design, permit and provide construction plans, specifications, and construction administration for a 22 MGD pump station and 4.0 MG Ground Storage Tank (GST). The design of the pump station was incorporated as part of larger improvements that were ongoing in order to bring ECUD into compliance with Texas Commission on Environmental Quality and to remove ECUD from the City of Odessa's system as a direct pressure customer.

**Fate 18.0 MGD Pump Station and 2.0 M Ground Storage Tank (GST), Fate, TX** - Project Manager. This project involved an 18-MGD pump station and 2-million-gallon ground storage tank. The project included a preliminary design report that evaluated hydraulic requirements, pump capacities, storage requirements and control valve options. Once the report was completed our team prepared the final design for the pump station which involved four 3,000-gpm vertical turbine pumps with 250-horsepower motors along with associated electrical and SCADA improvements and a 2-million-gallon concrete prestressed ground storage tank.

**Western Pump Station, Phase 1, Stonecrest UTRWD and Flower Mound Meter Vaults, Town of Flower Mound, TX** - Project Manager. The first phase of this project included the design of a 25.9 MGD pump station and a five million gallon prestressed concrete ground storage tank with all associated yard piping and site work. The ultimate pump station capacity will be 43.2 MGD with 10 million gallons of ground storage. The pumps are 6,000 gpm, 450 HP horizontal split case pumps. Two of the five pumps will be equipped with variable frequency drives with the remaining pumps being fixed speed with soft starters. The building was designed with a brick facade to provide an aesthetic look for the neighboring residents. This pump station serves as the main water distribution source for the entire western portion of the Town.

**Flower Mound Pintail Pump Station Capacity Improvements CCA, Flower Mound, TX** - Project Engineer. This project included replacing one of the existing 4.3 MGD horizontal split case pumps with a 7.2 MGD pump driven by a variable speed 400 horsepower motor. The motor control center, switchgear, and HVAC system were also replaced as part of this project. Kimley-Horn was responsible for the design of the project and assisted the Town through bidding and construction.

**Stone Hill Pump Station and Ground Storage, Flower Mound, TX** - Project Engineer. Kimley-Horn prepared the site master plan and designed a 50 MGD pump station and 10 MG ground concrete ground storage tank. These facilities share a site and coordination was required with the Upper Trinity Regional Water District, which is joint owner on the site. There were two construction phases to the project. The first phase included replacing an existing low-head 3,000 GPM pump with a new high-head 6,000 GPM pump with a variable speed drive horizontal split case pump. The second phase included the construction of a completely new pump station and a 10 MG pre-stressed concrete ground storage tank. The final design for this project was "fast-tracked" and was completed within two months.



## Kyle Sanderson, P.E. (TX)

Pipeline Quality Control

Dallas, TX

Kimley»Horn

14 Years of Experience



- Bachelor of Science, Civil Engineering, Texas A&M University
- Professional Engineer in Texas (No. 113270)

### Special Qualifications

- Extensive large diameter pipeline experience
- Significant experience with horizontal directional drills
- Large potable water transmission main experience

### FM 1171 and Highway 377 36-Inch and 20-Inch Water Lines, Flower Mound, TX - Project Engineer.

Kimley-Horn designed 8,000 feet of 20-inch, 6,100 feet of 30-inch, and 2,000 feet of 36-inch transmission line for the Town's western transmission system. This line connects the Town's system to their new Western Pump Station. The project also includes an auger bore for a 30-inch water line beneath Whites Branch Creek which required coordination with the USACE. A summary of the services provided includes strategically sizing the line based on future water demands and capacity of the pump station (designed by Kimley-Horn), identification of the most desirable route of the line based on length and easement acquisition cost, procurement of a TxDOT Utility Permit and USACE permit for the water line, and complete bidding, design, and construction phase services.

**Stacy Road Water Line 42-Inch to 24-Inch Relocations, Wylie, TX** - Project Engineer. As part of Phase 1, following a routing study, Kimley-Horn recommended carbon fiber reinforced polymer (CFRP) rehabilitation in the water treatment plant (WTP), and a new 36-inch water line was recommended for the remainder. The project involved the construction of approximately 6,900 linear feet (LF) of 36-inch C303 water line, 900 LF of 36-inch CFRP water line rehabilitation, 950 LF of hand tunnel and 60-inch tunnel liner plate, 570 LF of guided auger bore and 48-inch steel casing pipe, flow meter improvements, and actuator modifications at the Wylie 1A delivery site. Phase 2 involves the design of approximately 20,000 LF of 48-inch water line and is currently under design.

**Morriss Road 20-Inch Water Line, Phases 1 and 1A, Flower Mound, TX** - Project Manager. This project consists of installing approximately 4,100 LF of ductile iron pipe to abandon the Town's existing 20-inch AWWA C303 bar-wrapped concrete cylinder pipe. The existing 20-inch water line was constructed in the 1970s and required replacement due to condition concerns. The project also includes approximately 1,050 LF of sliplined 8-inch PVC pipe within the Town's existing 20-inch AWWA C303 pipe. Kimley-Horn provided a cost-benefit analysis to select sliplining to mitigate roadway impacts to the surrounding neighborhoods. The project was designed and constructed in two phases.

**Kilgore 20-Inch Water Line Condition Assessment, Kilgore, TX** - Project Manager. Kilgore owns a 20-inch bar-wrapped concrete cylinder pipe that conveys water approximately 10 miles from a ground storage tank west of the City. The line was constructed in the early 1950s and is critical to supplying water to the City. As part of this project, Kimley-Horn evaluated different condition assessment technologies and worked with City staff to understand the long-term water needs for the City. Based on this information, Kimley-Horn made recommendations related to how to proceed with the condition assessment. Kimley-Horn also worked in conjunction with Pure Technologies to develop an operational planning document to perform the recommended inspections.

## Jonathan Fernald, ENV SP

Pumping and Storage GMP

Tampa, FL

15 Years of Experience



### Professional Credentials

- Bachelor of Science, Industrial and Systems Engineering, University of Florida
- Envision Sustainability Professional (ENV SP)

### Special Qualifications

- Relevant Progressive Design Build Pump Station Experience
- GMP & Price Modeling on five recent alternative delivery projects in Manatee County



### Collaborative Delivery


**Tampa Bay Water Offstream Reservoir Pump Station, Lithia, Florida** - This project is a new facility that pumps raw water from Tampa Bay Water's Regional Reservoir to the Surface Water Treatment Plant located in Brandon Florida. It consists of four vertical turbine pumps using 72-inch-diameter suction cans extended 35 feet into the ground.

**Carrollwood/Dale Mabry Reclaimed Water Pump Station Replacement, Tampa, Florida** - Following a large population growth in the northern neighborhoods of Hillsborough County, Florida the County's pump station began reaching its operating capacity. PCL replaced the existing reclaimed water pump station with a larger, more modern facility that accommodated the County's recent growth, and allowed for future expansion.

**Bayshore Pumping Station Rehabilitation Design-Build, Tampa, Florida** - This high-profile project located in a very urban area includes a new pump station on Bayshore Boulevard, new electrical, I&C, pipeline work, and maintenance of all existing wastewater flows during construction. 

**Lake Manatee WTP Filter Upgrade, Bradenton, Florida** - This project will replace the existing water filtration system with more advanced filtration technology that will improve water filtration levels. The scope of work includes retrofitting the existing filter building with ultrafiltration membrane trains, including air scour blowers, a compressed air system, a clean-in-place system, and chemical storage.

**Manatee County SEWRF Filters Design-Build, Bradenton, Florida** - The project includes the replacement of two automatic backwash filters with new cloth media filters at the Southeast Water Reclamation Facility. Also included is the rehabilitation of the dewatering slab (grit dump area) and ancillary drainage. 

**W.E. Dunn WRF Filtration and Disinfection Improvements Design-Build, Palm Harbor, Florida** - This project consists of new AquaDiamond cloth media traveling bridge filters, a new sodium hypochlorite disinfection facility, a new secondary fine screening facility and decommissioning of the existing chlorine gas disinfection facility. This complex project includes multiple mechanical and structural upgrades across the plant that must be installed, tested, and placed into service while existing operations remain functional. 

**St. Petersburg Northwest WRF Facility Improvements CMAR, St. Petersburg, Florida** - This project involves construction of a new headworks facility, new influent pump station, solids screening, odor control, and substandard reclaimed water storage facilities at the Northwest WRF. PCL used creative solutions to ensure operational plant maintenance and compliance to construct the new improvements within the congested site footprint. 





Collaborative Delivery



## Eric Nash, ENV SP

Construction Manager Pumping and Storage

Tampa, FL

14 Years of Experience

### Professional Credentials

- Bachelor of Science, Civil Engineering, University of Central Florida
- Envision Sustainability Professional (ENV SP)

### Special Qualifications

- Currently building a similar Alternative Delivery Booster Pump Station
- Understands detailed MOPOs required for pipeline tie-ins

- **Southern Hillsborough County Supply Expansion: Booster Pump Station – Brandon Booster Station CMAR, Brandon, Florida**
- **St. Petersburg Northwest WRF Effluent Filters Improvements CMAR, St. Petersburg, Florida**



## Pat Barthel

Pumping and Storage Superintendent

Tampa, FL

36 Years of Experience

### Professional Credentials

- South Dakota School of Mines and Technology

### Special Qualifications

- text

- **Southern Hillsborough County Supply Expansion: Booster Pump Station – Brandon Booster Station CMAR, Brandon, Florida**
- **St. Petersburg Northwest WRF Wet Weather Capacity Improvements - Effluent Filter Improvements Project CMAR, St. Petersburg, Florida**



## Eric Winders, CSP

Project Safety Manager Pumping and Storage

Tampa, FL

17 Years of Experience

### Professional Credentials

- Bachelor of Science, Safety Management, University of Central Missouri
- Certified NCCER Instructor for Construction Site Safety Orientation and Core Curricula
- Safety Trained Supervisor
- Certified Safety Professional

### Special Qualifications

- Oversees one of the lowest EMRs in the County
- Currently on the similar Brandon Booster Pump Station project

- **St. Petersburg Northwest WRF Facility Improvements CMAR, St. Petersburg, Florida**



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

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

Attachment A - Key Personnel Chart. Include all reference projects listed within this SOQ on the chart and only Key Personnel. Key Personnel Chart will also be utilized to evaluate the Progressive Design-Build Team Location & Collaboration criteria.					3a. / 53rd Avenue West (43rd St. West to 75th St. West)	3a. / PRMRWSA Regional Integrated Loop System - Phase 2 Interconnect	3a. / Atlantic Avenue Utility Relocation (42-inch Water Main Relocation)	3a. / NTMWD Stacy Road Water Line Relocations	3a. / Wylie, Rockwall, Farmersville 36- and 48-Inch Water Line	3b. / Fort Pierce Utilities Authority North Hutchinson Island Repump #1 Improvements	3b. / Western 25.9 MGD Pump Station	3b. / Fate 18.0 MGD Pump Station and 2.0 M Ground Storage Tank	3b. / Southern Hillsborough County Supply Expansion: Brandon Booster Pump Station	3b. / Regional Facility High Service Pump Station Experience	3c. / Design-Build Services for Colony Cove Pipeline Replacements and Phase 1 Replacements	3c. & 3a. / Cypress Street Outfall Regional Stormwater Improvements Design-Build	3c. / Lake Manatee Water Treatment Plant Alum Sludge Dewatering System Design-Build	3d. & 3c. / Gasparilla Road Widening	3d. / 24-Inch Water Main and 24-Inch Force Main Currie Park Subaqueous Intracoastal Crossings
Key Personnel	Key Personnel Role on Design-Build Team	Employer	Years of Experience	Assigned Office City/State															
Donald Woodruff, CGC, CUC	Principal-in-Charge/Contract Authority	Woodruff & Sons	48	Bradenton, FL	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>									<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
Matt Anderson, P.E.	Project Manager; Construction Manager Pipelines	Woodruff & Sons	22	Bradenton, FL	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>									<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
Chad Wakeman, CUC, E.I.	Price Modeling and GMP Development Lead	Woodruff & Sons	16	Bradenton, FL	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>									<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
Scott Withrow	Project Safety Manager Pipelines	Woodruff & Sons	32	Bradenton, FL	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>									<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
Rick Hoffman	Chief Estimator	Woodruff & Sons	46	Bradenton, FL	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>									<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
Jerry Konieczny	General Superintendent	Woodruff & Sons	47	Bradenton, FL	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>									<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
Danny Dan	Pipeline Superintendent	Woodruff & Sons	39	Bradenton, FL	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>									<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
Sonny Noland	Pipeline Superintendent	Woodruff & Sons	32	Bradenton, FL	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>									<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
Ashley Miele, P.E.	Design Manager and Engineer of Record; Pipeline Design Lead; Construction Engineering Manager	Kimley-Horn	21	Sarasota, FL											<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		
Douglas Eckmann, P.E., BCEE, D.WRE, F.ASCE	Design Integration of Constructability; Pump Station Design Lead	Kimley-Horn	40	Fort Myers, FL											<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		
Heather Ripley, P.E. M	Hydraulic Modeling and Water Quality; Transient Hydraulics and Surge Analysis	Kimley-Horn	14	Fort Myers, FL											<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		
Mark Miller, P.E.	Project Quality Manager; Pump Station Design	Kimley-Horn	36	West Palm Beach, FL			<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>							<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Kyle Sanderson, P.E. (TX)	Pipeline Quality Control	Kimley-Horn	14	Fort Worth, TX				<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>							
Anthony Samarripas, P.E. (TX)	Pump Station Quality Control	Kimley-Horn	20	Dallas, TX				<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>							
Jonathan Fernald, ENV SP	Pumping and Storage GMP	PCL	15	Tampa, FL									<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>		
Eric Nash, ENV SP	Construction Manager Pumping and Storage	PCL	14	Tampa, FL									<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>		
Pat Barthel	Pumping and Storage Superintendent	PCL	36	Tampa, FL									<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>		
Eric Winders, CSP	Project Safety Manager Pumping and Storage	PCL	17	Tampa, FL									<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>		



ATTACHMENT B

QUALIFICATION CERTIFICATION

The Undersigned presents this Qualification Submittal to be considered as a Qualified Design-Build Firm for provision of Design-Build services for the Regional Integrated Loop Phase 2B or Phase 3C Pipelines.

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

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

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

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

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

DATED this 24th day of June, 2022.

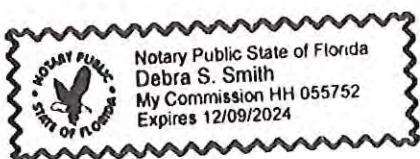
*Donald P. Woodruff*  
Signature of Affiant

Donald P. Woodruff, President  
Printed Name & Title of Affiant

Woodruff & Sons, Inc.  
Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 24th day of June, 2022, by Affiant, who is personally known to me or has produced \_\_\_\_\_ as identification.

*Debra S. Smitty*  
Notary Public  
Debra S. Smith  
Name typed, printed or stamped



My Commission Expires: 12-09-24

## Regional Integrated Loop

# Phase **2B&3C** Pipelines

## Section 3: Progressive Design-Build Team Similar Experience

Similar Experience (Counts towards maximum page limit): Consultants shall submit reference projects successfully completed in the last ten (10) calendar years that in part or fully meet the following qualifications. The Reference Form must be completed for all reference projects and those projects need to also be listed in the Key Personnel Chart. Reference projects can include projects either ongoing or completed by the firms or key personnel experience if with different firm.



### 3.a. The Prime Contractor and Prime Engineer shall each submit at least two (2) completed 36-inch or larger pressure pipelines.



#### 53rd Ave West (43rd St. W. To 75th St. W.)

Woodruff installed 6,800 linear feet of 42" ductile iron force main, associated appurtenances, 42" plug valves, and fittings for future tie-in connection points. As part of the work, we also had to install bypass pipes and line stops on the City of Longboat Key's existing 20" force main in two separate locations so these pipes could be offset for the new 42" main to be installed. The project also included widening 53rd Ave from two lanes to a four lane divided highway.

Cost difference include installation efficiency that eliminated excessive pipe fitting and unnecessary restoration items. Unused contingency funds also contributed to the cost difference.



#### Peace River Manasota Regional Water Supply Authority Regional Integrated Loop System Phase 2 Interconnect Project

The project consisted of 7 miles of 42 inch diameter transmission water main, eight different 60" diameter jack and bores including crossing Kings Highway, three new master meter stations, and various interconnects with existing transmission mains. All seven miles of 42" main was chlorinated and bacteriologically tested without one failing test. The various connections of the 42" regional main to the existing 36" PCCP regional main had to be carefully planned out and skillfully coordinated to ensure uninterrupted service to the surrounding counties.

The main difference between the original contract amount and final contract amount is the unused contingency amount. We were able to construct the project to the plans and specifications without major adjustments or modifications.

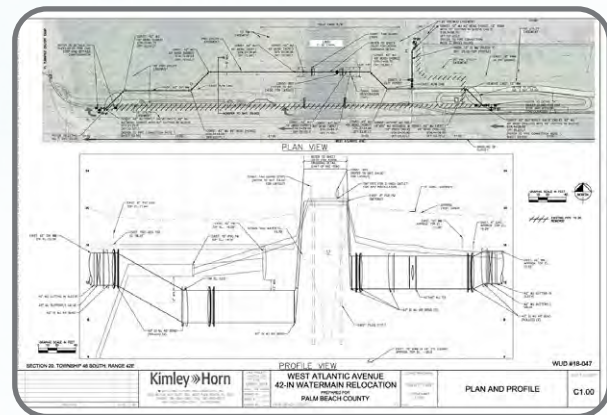


#### Kimley»Horn Atlantic Avenue Utility Relocation, 42-inch Water Main Relocation, Delray Beach, FL

Kimley-Horn was retained to investigate how the road and bridge improvements for the Florida Turnpike could occur while still maintaining the required utility level of service for Palm Beach County (PBC) Water Utilities. It was determined that the only significant conflict was with an existing 42-inch water transmission main. Working with PBC Utility staff, our team attempted to minimize the construction cost by seeing when this main could be shutdown (evaluation of peak flows) and if existing valves were operational for isolation. Once it was determined that existing valving were not completely seating our team proposed shut down of the system with



line stops and temporary by-pass. Kimley-Horn then proceeded with the design of the new 42-inch water transmission main and modification of an existing canal aerial crossing of a Lake Worth Drainage District (LWDD) Canal. During the design, it was also determined that an existing 12-inch water main that served an existing subdivision needed to be relocated. To assist in facilitating a timely design and permitting, Kimley-Horn had several meetings during the design process with LWDD and the Palm Beach County Health Department, resulting in permits issued within 45 days. During construction, an unknown 36-inch force main owned by Palm Beach County, that was believed to be under the roadway was encountered, requiring a segment of the new 42-inch water transmission main to be installed deeper, using additional 45-degree bends. Even with all of these circumstances the project was still completed on time to accommodate the road and bridge work.



## Kimley»Horn North Texas Municipal Water District (NTMWD) Stacy Road Water Line Relocations, Allen, TX

The Stacy Road project consisted of over 10,000 LF of 24-inch to 42-inch water line and over 1,000 LF of tunnels ranging from 36-inches to 60-inches. With the corridor of Stacy Road located in a very developed and urbanized area, Kimley-Horn successfully coordinated with stakeholders throughout the project, including TxDOT, City of Allen, City of Fairview, local business owners, and private residents.

The first task of this project included a route study and conflict analysis; the water line needed to be adjusted due to TxDOT requirements. We evaluated the conflicted line and routes along the congested corridor to resolve issues with TxDOT. We again coordinated with TxDOT due to our proposed easement being adjacent to a proposed Right of Way (ROW) of a road that was recently acquired and widened by TxDOT. The water lines were designed as either steel or bar-wrapped concrete cylinder pipe. Due to this water line serving as a



primary supply to multiple customers, our team spent large amounts of time on construction sequencing and connections. This included identifying maximum shutdown durations to ensure customer cities did not run out of water during water line connections and designing the connections accordingly. A detailed sequencing plan was developed to clearly define these parameters for the contractor and also to identify which valves within the system needed to be operated to facilitate dewatering. With several existing utilities and mature trees along this project route, we mitigated the impacts of these existing



elements as much as possible. The 42-inch water line runs along Stacy Road, from Greenville Avenue to Angel Parkway, and the 24-inch water line runs along Stacy Road, from Angel Parkway to Country Club Road. The entire line was constructed in newly-acquired easements by North Texas Municipal Water District (NTMWD) land agents. Kimley-Horn assisted the district by being an expert witness during the condemnation of several tracts.

## Kimley»Horn Wylie, Rockwall, Farmersville 36- and 48-Inch Water Line, Wylie, TX

**Phase 1** — NTMWD has a 36-inch water line beginning at their WTP that currently has a pressure rating of 100 psi. The District plans to make improvements to their pump station which would require the water line to be rated to 150 psi. The existing line was located through a congested residential and commercial corridor, so a detailed routing study was performed to identify where the line could be relocated and where a trenchless rehabilitation option would be required. CFRP rehabilitation was recommended in the plant, and a new 36-inch water line was recommended for the remainder. Approximately 1,500 LF was rerouted to limit impact to businesses. The project involved construction of approximately 6,900 LF of 36-inch C303 water line, 900 LF of 36-inch CFRP water line rehabilitation, 950 LF of hand tunnel and 60-inch tunnel liner plate, 570 LF of guided auger bore and 48-inch steel casing pipe, flow meter improvements, and actuator modifications. The pipeline was evaluated for thrust restraint at the tie-in locations and existing joints of pipe were welded to account for new thrust conditions. Thrust restraint was evaluated and designed. The pipeline generally paralleled a City arterial; therefore, a multi-phased traffic control plan was developed to facilitate pipeline connections. Specialty contractors were required, and the District had limitations on which portions of the line could be taken out of service. A detailed sequencing plan was developed to communicate to the contractor how the work was intended to be performed. This minimized mobilization/demobilization costs and maintained service for all District customers.

**Phase 2** — This project involved design of approximately 20,000 LF of 48-inch water line. The proposed water line will replace a 36-inch water line unable to meet future pressure requirements and will provide additional capacity to the east system. Approximately 7,500 LF will be located in a floodplain. This area consists of forested and emergent wetlands and will require coordination with Dallas and the U.S. Army Corps of Engineers (USACE) to meet permitting and mitigation requirements. This area is prone to flooding and could be inaccessible for months at a time. This constraint is accounted for in a sequencing plan to help the contractor bid appropriately and avoid costly change orders. The project involves 66-inch tunnels, a cast-in-place meter vault, and connections to 30-inch and 36-inch NTMWD water lines. The existing water lines are critical and in some instances represent the only feeds to entire cities. We evaluated available storage and water demands at delivery points and developed maximum shutdown times. The connections were phased so maximum shutdown durations could be achieved. We evaluated thrust requirements on the proposed 48-inch pipeline and the existing pipelines at tie-in locations to make sure adequate cylinder thickness and identify which joints needed to be welded.

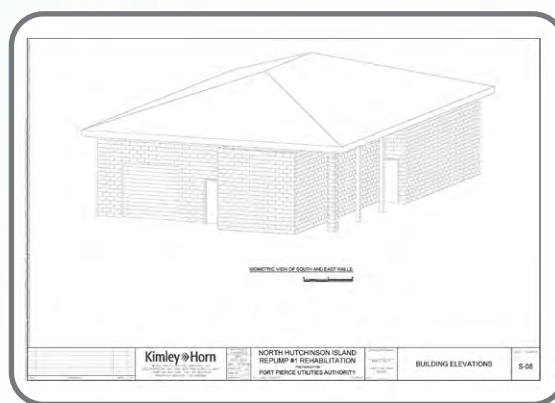




### 3.b. The Prime Contractor (or their subcontractor) and Prime Engineer (or their sub-consultant) shall each submit at least one (1) completed 3-MGD firm capacity or larger pump stations.

#### Kimley»Horn Fort Pierce Utilities Authority North Hutchinson Island Repump #1 Improvements, FL

The Kimley-Horn team provided design services to Fort Pierce Utilities Authority (FPUA) to rehabilitate and demolish their primary potable water storage and repump facility. FPUA owns and operates the North Hutchinson Island Repump and Storage Facility (Repump #1), which consists of a one million gallon storage tank and two 2,100 gpm high-service pumps or 3.0 MGD total pumping capacity and chemical systems consisting of liquid chlorine and ammonia systems. To meet increasing the demands, improve operating efficiencies and replace existing infrastructure, the Kimley-Horn team designed, permitted and oversaw the construction of the Repump #1 facility. FEMA funding was utilized to upgrade the aging infrastructure and aided in getting this project started. The pumps employed variable frequency drives (VFDs), which allowed the pumps to maintain discharge pressure. The electrical room was modified to include the installation of new VFD cabinets, an interlocked dual feed main disconnect with a generator receptacle, an automatic transfer switch, and a programmable logic controller (PLC) with radio communication. The existing electrical room was enclosed and a HVAC system was installed to maintain climate control in the enclosed electrical room. The project also included a new generator 300kW standby generator, diesel fuel system, sound attenuated exhaust system, and ventilation improvements for the generator room. Phasing of this project was key to maintaining service while the building skin and structure were demolished.



#### Kimley»Horn Western 25.9 MGD Pump Station, Town of Flower Mound, TX

The Town of Flower Mound selected Kimley-Horn as the prime consultant to complete the first phase of this project which included the design of a 25.9 MGD pump station and a 5.0 MG prestressed concrete GST with all associated yard piping and site work. The ultimate pump station capacity will be 43.2 MGD with 10 MG of ground storage. The pumps are 6,000 GPM and 450 HP horizontal split case pumps. Two of the five pumps will be equipped with variable frequency drives with the remaining pumps being fixed speed with soft starters. The building was designed with a brick facade to provide an aesthetic look for the neighboring residents. This pump station serves as the main water distribution source for the entire western portion of the Town.





## Kimley»Horn Fate 18.0 MGD Pump Station and 2.0 M Ground Storage Tank, City of Fate, TX

This project involved an 18 MGD pump station and 2.0 MG ground storage tank. The project included a preliminary design report that evaluated hydraulic requirements, pump capacities, storage requirements, and control valve options. Once the report was completed, we prepared the final design for the pump station which involved four 3,000-gpm vertical turbine pumps with 250-horsepower motors along with associated electrical and SCADA improvements and a 2-million-gallon concrete prestressed ground storage tank. The project involved a new water supply meter vault for North Texas Municipal Water District (NTMWD), who is the City's water provider. We coordinated closely with the City and NTMWD to ensure that all designs met NTMWD's requirements.



## Southern Hillsborough County Supply Expansion: Brandon Booster Pump Station



**CONSTRUCTION**

The Brandon BPS project includes design, permitting, and construction of a booster station and connecting pipelines to supply additional water to Hillsborough County's Lithia Water Treatment Plant. PCL is providing CMAR services, including constructability review of design documents, for the new booster pump station to provide an additional 5-7 MGD of capacity to the existing transmission line. PCL will install approximately five 250-HP horizontal split case pumps and associated electrical, valves, and piping, and replace a vertical turbine pump with a well and a new pressure-release valve. The unstaffed station will be an approximately 6,500-square-foot building that will house multiple pumps, an electrical room, control room, storage room, and restroom. Two new 36-inch diameter pipelines will be built to connect the booster station to an existing transmission main that runs along Durant Road.





### Tampa Bay Water Regional Facility High Service Pump Station Expansion, Tampa, FL

**CONSTRUCTION**

This project consists of upgrades to the existing pump capacity including new pumping to add 24-MGD at the regional facility high service booster pump station. Work includes structural modifications and installation of a variable frequency drive motor, electrical equipment, and mechanical equipment.

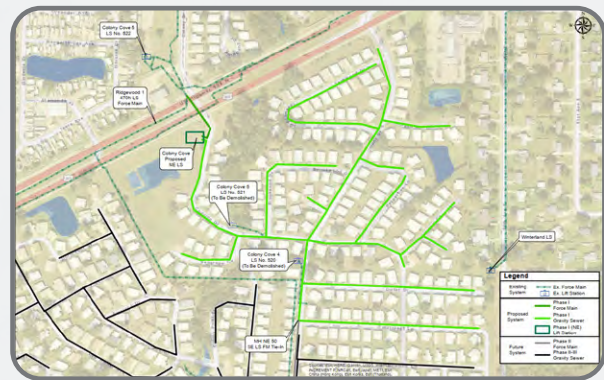
**c. The Prime Contractor and Prime Engineer shall submit at least two (2) completed alternative delivery projects; either Progressive Design-Build or other collaborative delivery with a GMP. The original GMP, final construction cost and an explanation of the differences between the original GMP and final construction shall be listed for each alternative delivery project. These projects can be the same reference projects as those requested in 3.a. or 3.b. above.**

### Kimley»Horn Design-Build Services for Colony Cove Pipeline Replacements and Phase 1 Replacements (Design-Build)



Woodruff & Sons and Kimley-Horn were selected by Manatee County to address and rectify the problems with an outdated sanitary sewer collection system via a progressive design build process. The project will be broken up into three phases due to funding and will ultimately redesign and replace the entire sewer system all while maintaining service and access to the residents. The first phase of the project that is currently underway, involves the decommissioning of two lift stations and reconfiguring the gravity system to one lift station.

The project will include the design, permitting and installation of approximately 9,000 LF of gravity sewer mains, a horizontal directional drill (HDD) of the force main under US 301 and the construction of a new lift station. Kimley-Horn will design the improvements with assistance from Woodruff to produce a product that will resolve the pumping issues and infiltration problems they are currently experiencing and relocate the network of pipes so that they are no longer located behind and underneath the multitude of trailers within the community.







### Cypress Street Outfall Regional Stormwater Improvements (Design-Build)

Woodruff installed 6,500 linear feet of 36" water transmission main, including a 24"x24" tapping sleeve and valve on the existing 70 year old 24" cast iron line. The project also included all new 6" - 12" distribution water main, new 8" and 24" gravity sewer main, and over 7,000 linear feet of large diameter box culvert. To accommodate the storm sewer and utility improvements total reconstruction of the entire right of way was completed within the densely populated City of Tampa neighborhoods along West Cass Street, Rome Avenue, and Grey Street.

Cost difference included unused contingency, scope reduction of the storm sewer and roadway construction on the west end of the project.



### Kimley»Horn Lake Manatee Water Treatment Plant Alum Sludge Dewatering System (Design-Build)



Manatee County BCC issued a Request for Qualifications (RFQ) for Progressive Design-Build Services for Lake Manatee Water Treatment Plant Alum Sludge Dewatering System (Project). PCL Construction, Inc. and Kimley-Horn and Associates, Inc. in partnership are delivering a design and construction program needed to increase the capacity for managing water treatment residuals at this 54 MGD surface water treatment plant. Plant processes include biological filtration, coagulation-flocculation-settling, and membrane ultra-filtration to produce drinking water. The project addresses all of the water treatment residuals and recycle streams for this facility. The Project scope includes: (1) settled sludge pumping station improvements; (2) gravity sludge thickeners; (3) sludge blending tanks and feed pumps; (4) sludge dewatering building with horizontal decanter centrifuges, polymer feed system, and dry sludge conveyors; (5) electrical building with MCCs, office, restroom, and storage; (6) site and roadway improvements; (7) reconstruction of back-up sludge drying beds; and (8) improvements to the existing backwash and recycle systems needed to accommodate supernatant recycle flow and improve processing of existing recycle streams. The new mechanical dewatering systems are highly automated and integrated with the plant-wide SCADA system. The Project is being delivered using the Progressive Design-





Build collaborative delivery method with a pre-construction and design phase that is focused on design-development with the diverse design team, Manatee County management and operations staff and PCL. A price model is developed in parallel with the design and the design team works closely with the County and PCL partners implementing enhanced value and constructability as the design advances. The pre-construction services conclude with the delivery of a final Guaranteed Maximum Price (GMP) at the 90% complete design stage. On approval and acceptance of the GMP, Manatee County will authorize construction of the Project. The Project budget is approximately \$22,000,000.

**3.d. The Prime Contractor (or their subcontractor) and Prime Engineer (or their sub-consultant) shall each submit at least one (1) completed subaqueous pipeline crossing. These projects can be the same reference projects as those requested in 3.a., 3.b., or 3.c. above.**



**Gasparilla Road Widening (CMAR), County Road 771**

Woodruff was chosen by the construction manager Halfacre Construction for all the roadway and utility improvements along an approximately 2.5 mile stretch on Gasparilla Road. Similar to this RFQ, one of the major scopes of work was a new utility corridor to accommodate the needs of today as well as the future for that area. The utility corridor was highlighted by three separate subaqueous directional drills under Butterford Waterway, two jack and bores under SR 776 and Gasparilla Road, and two aerial crossings that attached to the new bridge also over Butterford Waterway.

The project additionally consisted of over 15,000 lf of 20" force main, over 10,000 lf of 24" watermain and 14,000 lf of 16" reclaimed watermain. In conjunction with all the utilities over 15,000 lf of RCP storm pipe was installed ranging in size from 18" to 54". The entire project was completed while maintaining uninterrupted services along Gasparilla Road.

Our budget GMP changed because the prime took the asphalt out of our contract as they only had two subcontractors they were overseeing.





### Kimley»Horn 24-Inch Water Main and Force Main Currie Park Subaqueous Intracoastal Crossings, West Palm Beach, FL

As a result of the Florida Department of Transportation (FDOT) relocating the Flagler Memorial Bridge, the City of West Palm Beach was required to relocate an existing 24-inch water main that conflicted with the location of the proposed bridge. To implement the most beneficial location for the new water main, Kimley-Horn was retained to develop a route evaluation study. Four alternatives were evaluated to cross the Intracoastal Waterway. The report discussed community impacts, constructability, hydraulics, permit feasibility, and cost.

Once the route was selected, Kimley-Horn provided design, permitting, bid, and construction phase services for the project. The design included a 2,700-foot-long subaqueous crossing of the Lake Worth Lagoon and more than 1,000 linear feet of upland pipeline through downtown West Palm Beach and the Town of Palm Beach.

One unique element of the project was the collaboration between the Town of Palm Beach and the City of West Palm Beach during this project. The Town was in need of replacing their aging force main crossing that is currently located at Currie Park. To take advantage of the cost savings that could be realized through a shared bidding and construction process, the Town entered into an Interlocal Agreement with the City to construct a 24-inch force main parallel to the water main. Kimley-Horn provided design, permitting, and construction phase services for both the water main and force main. Permits were obtained from the U.S. Army Corps of Engineers, the FDEP, and the FDOT. A detailed bid item list with an accompanying measurement and payment section was developed to separate the City funded versus the Town funded portions of the project. Additionally, much of the water main work was funded by FDOT as part of the relocation agreement. All of the bid items were clearly identified so project funding between the three entities involved (City, Town, and FDOT) could be easily understood and documented. Kimley-Horn provided construction phase services for the project which was completed at a cost significantly under the project budget.



## REFERENCE FORM

Consultant Name: **Woodruff & Sons, Inc.**

Role on the Project (Prime, Sub-consultant, Engineer of Record, etc.) Prime

Reference Entity: Manatee County

Reference Contact Person: Anthony Benitez

Reference Address: 1022 26th Avenue East, Bradenton, FL 34208

Reference Email Address: anthony.benitez@mymanatee.org

Reference Phone No.: 941.708.7450

Project Name: 53rd Avenue West (43rd St. West to 75th St. West)

Project Delivery Method: Bid-Build

Project Location: Manatee County, FL

Consultant Project Manager: Eric Epler

Project Engineer of Record: Manatee County Engineering Division

Date Project Commenced: January 2016

Date of Final Completion: February 2018

Construction Cost (Budget & Final Costs): Budget: \$12,051,413.97 Final: \$11,390,375.95

Alternative Delivery Projects (Only) Original GMP: N/A Final Cost: N/A

Qualification Satisfied:  3.a.  $\geq$ 36-inch Pressure Pipeline  3.b.  $\geq$ 3-MGD Firm Capacity Pump Station

3.c. Alternative Project Delivery  3.d. Subaqueous Pipeline Crossing

Description of Work Performed and Explanation of Differences in Original GMP and Final Cost (GMP difference only for alternative delivery projects) :

Woodruff installed 6,800 linear feet of 42" ductile iron force main, associated appurtenances, 42" plug valves, and fittings for future tie-in connection points. As part of the work, we also had to install bypass pipes and line stops on the City of Longboat Key's existing 20" force main in two separate locations so these pipes could be offset for the new 42" main to be installed. The project also included widening 53rd Ave from two lanes to a four lane divided highway.

Cost difference include installation efficiency that eliminated excessive pipe fitting and unnecessary restoration items. Unused contingency funds also contributed to the cost difference.

## REFERENCE FORM

Consultant Name: **Woodruff & Sons, Inc.**

Role on the Project (Prime, Sub-consultant, Engineer of Record, etc.) Prime

Reference Entity: Peace River Manasota Regional Water Supply Authority

Reference Contact Person: Ford Ritz

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

Reference Email Address: fritz@regionalwater.org

Reference Phone No.: 941.316.1776

Project Name: PRMRWSA Regional Integrated Loop System - Phase 2 Interconnect

Project Delivery Method: Bid-Build

Project Location: Desoto County, Charlotte County. and Sarasota County

Consultant Project Manager: Matt Anderson, P.E.

Project Engineer of Record: King Engineering Associates, Inc.

Date Project Commenced: November 2011

Date of Final Completion: April 2013

Construction Cost (Budget & Final Costs): Budget: \$10,904,049.26 Final: \$10,114,480.33

Alternative Delivery Projects (Only) Original GMP: N/A Final Cost: N/A

Qualification Satisfied:  3.a.  $\geq$ 36-inch Pressure Pipeline  3.b.  $\geq$ 3-MGD Firm Capacity Pump Station

3.c. Alternative Project Delivery  3.d. Subaqueous Pipeline Crossing

Description of Work Performed and Explanation of Differences in Original GMP and Final Cost (GMP difference only for alternative delivery projects) :

The project consisted of 7 miles of 42 inch diameter transmission water main, eight different 60" diameter jack and bores including crossing Kings Highway, three new master meter stations, and various interconnects with existing transmission mains. All seven miles of 42" main was chlorinated and bacteriologically tested without one failing test. The various connections of the 42" regional main to the existing 36" PCCP regional main had to be carefully planned out and skillfully coordinated to ensure uninterrupted service to the surrounding counties.

The main difference between the original contract amount and final contract amount is the unused contingency amount. We were able to construct the project to the plans and specifications without major adjustments or modifications.



## REFERENCE FORM

Consultant Name: Kimley-Horn and Associates, Inc.

Role on the Project (Prime, Sub-consultant, Engineer of Record, etc.) Prime

Reference Entity: Palm Beach County Water Utilities Department

Reference Contact Person: Jackie Michels

Reference Address: 8100 Forest Hills Boulevard, West Palm Beach, FL 33416

Reference Email Address: jmichels@pbcwater.com

Reference Phone No.: 561.493.6116

Project Name: Atlantic Avenue Utility Relocation (42-inch Water Main Relocation)

Project Delivery Method: Design-Bid-Build

Project Location: Delray Beach, FL

Consultant Project Manager: Fannie Howard, P.E.

Project Engineer of Record: Kimley-Horn and Associates, Inc.

Date Project Commenced: 2017

Date of Final Completion: 2020 (construction)

Construction Cost (Budget & Final Costs): \$88,786 (total contract value)

Alternative Delivery Projects (Only) Original GMP: N/A Final Cost: N/A

Qualification Satisfied:  3.a.  $\geq$ 36-inch Pressure Pipeline  3.b.  $\geq$ 3-MGD Firm Capacity Pump Station

3.c. Alternative Project Delivery  3.d. Subaqueous Pipeline Crossing

Description of Work Performed and Explanation of Differences in Original GMP and Final Cost (GMP difference only for alternative delivery projects) :

Kimley-Horn was retained to investigate how the road and bridge improvements for the Florida Turnpike could occur while still maintaining the required utility level of service for Palm Beach County (PBC) Water Utilities. It was determined that the only significant conflict was with an existing 42-inch water transmission main. Working with PBC Utility staff, our team attempted to minimize the construction cost by seeing when this main could be shutdown (evaluation of peak flows) and if existing valves were operational for isolation. Once it was determined that existing valving were not completely seating our team proposed shut down of the system with line stops and temporary by-pass. Kimley-Horn then proceeded with the design of the new 42-inch water transmission main and modification of an existing canal aerial crossing of a Lake Worth Drainage District (LWDD) Canal. During the design, it was also determined that an existing 12-inch water main that served an existing subdivision needed to be relocated. To assist in facilitating a timely design and permitting, Kimley-Horn had several meetings during the design process with LWDD and the Palm Beach County Health Department, resulting in permits issued within 45 days. During construction, an unknown 36-inch force main owned by Palm Beach County, that was believed to be under the roadway was encountered, requiring a segment of the new 42-inch water transmission main to be installed deeper, using additional 45-degree bends. Even with all of these circumstances the project was still completed on time to accommodate the road and bridge work.

## REFERENCE FORM

Consultant Name: Kimley-Horn and Associates, Inc.

Role on the Project (Prime, Sub-consultant, Engineer of Record, etc.) Prime

Reference Entity: North Texas Municipal Water District

Reference Contact Person: Jeff Hogan

Reference Address: 501 E. Brown Street, Wylie, TX 75098

Reference Email Address: jhogan@ntmwd.com

Reference Phone No.: 972.442.5405

Project Name: NTMWD Stacy Road Water Line Relocations

Project Delivery Method: Design-Bid-Build

Project Location: Allen, TX

Consultant Project Manager: Anthony Samarripas

Project Engineer of Record: Kimley-Horn and Associates, Inc.

Date Project Commenced: October 2011

Date of Final Completion: June 2015

Construction Cost (Budget & Final Costs): \$5,400,000

Alternative Delivery Projects (Only) Original GMP: N/A Final Cost: N/A

Qualification Satisfied:  3.a.  $\geq$ 36-inch Pressure Pipeline  3.b.  $\geq$ 3-MGD Firm Capacity Pump Station

3.c. Alternative Project Delivery  3.d. Subaqueous Pipeline Crossing

Description of Work Performed and Explanation of Differences in Original GMP and Final Cost (GMP difference only for alternative delivery projects) :

The Stacy Road project consisted of over 10,000 LF of 24-inch to 42-inch water line and over 1,000 LF of tunnels ranging from 36-inches to 60-inches. With the corridor of Stacy Road located in a very developed and urbanized area, Kimley-Horn successfully coordinated with stakeholders throughout the project, including TxDOT, City of Allen, City of Fairview, local business owners, and private residents.

The first task of this project included a route study and conflict analysis; the water line needed to be adjusted due to TxDOT requirements. We evaluated the conflicted line and routes along the congested corridor to resolve issues with TxDOT. We again coordinated with TxDOT due to our proposed easement being adjacent to a proposed Right of Way (ROW) of a road that was recently acquired and widened by TxDOT. The water lines were designed as either steel or bar-wrapped concrete cylinder pipe. Due to this water line serving as a primary supply to multiple customers, our team spent large amounts of time on construction sequencing and connections. This included identifying maximum shutdown durations to ensure customer cities did not run out of water during water line connections and designing the connections accordingly. A detailed sequencing plan was developed to clearly define these parameters for the contractor and also to identify which valves within the system needed to be operated to facilitate dewatering. With several existing utilities and mature trees along this project route, we mitigated the impacts of these existing elements as much as possible. The 42-inch water line runs along Stacy Road, from Greenville Avenue to Angel Parkway, and the 24-inch water line runs along Stacy Road, from Angel Parkway to Country Club Road. The entire line was constructed in newly-acquired easements by North Texas Municipal Water District (NTMWD) land agents. Kimley-Horn assisted the district by being an expert witness during the condemnation of several tracts.

## REFERENCE FORM

Consultant Name: Kimley-Horn and Associates, Inc.  
Role on the Project (Prime, Sub-consultant, Engineer of Record, etc.) Prime  
Reference Entity: North Texas Municipal Water District  
Reference Contact Person: Kara Byrnes, P.E.  
Reference Address: 501 East Brown Street, Wylie, TX 75098  
Reference Email Address: kbyrnes@ntmwd.com  
Reference Phone No.: 972.442.5405  
Project Name: Wylie, Rockwall, Farmersville 36- and 48-inch Water Line  
Project Delivery Method: Design-Bid-Build  
Project Location: Wylie, TX  
Consultant Project Manager: Anthony Samarripas, P.E.  
Project Engineer of Record: Anthony Samarripas, P.E.  
Date Project Commenced: November 2014  
Date of Final Completion: 2022  
Construction Cost (Budget & Final Costs): \$14,300,000  
Alternative Delivery Projects (Only) Original GMP: N/A Final Cost: N/A  
Qualification Satisfied:  3.a.  $\geq$ 36-inch Pressure Pipeline  3.b.  $\geq$ 3-MGD Firm Capacity Pump Station

3.c. Alternative Project Delivery  3.d. Subaqueous Pipeline Crossing

Description of Work Performed and Explanation of Differences in Original GMP and Final Cost (GMP difference only for alternative delivery projects) :

Phase 1: NTMWD has a 36-inch water line beginning at their WTP that currently has a pressure rating of 100 psi. The District plans to make improvements to their pump station which would require the water line to be rated to 150 psi. The existing line was located through a congested residential and commercial corridor, so a detailed routing study was performed to identify where the line could be relocated and where a trenchless rehabilitation option would be required. CFRP rehabilitation was recommended in the plant, and a new 36-inch water line was recommended for the remainder. Approximately 1,500 LF was rerouted to limit impact to businesses. The project involved construction of approximately 6,900 LF of 36-inch C303 water line, 900 LF of 36-inch CFRP water line rehabilitation, 950 LF of hand tunnel and 60-inch tunnel liner plate, 570 LF of guided auger bore and 48-inch steel casing pipe, flow meter improvements, and actuator modifications. The pipeline was evaluated for thrust restraint at the tie-in locations and existing joints of pipe were welded to account for new thrust conditions. Thrust restraint was evaluated and designed. The pipeline generally paralleled a City arterial; therefore, a multi-phased traffic control plan was developed to facilitate pipeline connections. Specialty contractors were required, and the District had limitations on which portions of the line could be taken out of service. A detailed sequencing plan was developed to communicate to the contractor how the work was intended to be performed. This minimized mobilization/demobilization costs and maintained service for all District customers.

Phase 2: This project involved design of approximately 20,000 LF of 48-inch water line. The proposed water line will replace a 36-inch water line unable to meet future pressure requirements and will provide additional capacity to the east system. Approximately 7,500 LF will be located in a floodplain. This area consists of forested and emergent wetlands and will require coordination with Dallas and the U.S. Army Corps of Engineers (USACE) to meet permitting and mitigation requirements. This area is prone to flooding and could be inaccessible for months at a time. This constraint is accounted for in a sequencing plan to help the contractor bid appropriately and avoid costly change orders. The project involves 66-inch tunnels, a cast-in-place meter vault, and connections to 30-inch and 36-inch NTMWD water lines. The existing water lines are critical and in some instances represent the only feeds to entire cities. We evaluated available storage and water demands at delivery points and developed maximum shutdown times. The connections were phased so maximum shutdown durations could be achieved. We evaluated thrust requirements on the proposed 48-inch pipeline and the existing pipelines at tie-in locations to make sure adequate cylinder thickness and identify which joints needed to be welded.

## REFERENCE FORM

Consultant Name: Kimley-Horn and Associates, Inc.

Role on the Project (Prime, Sub-consultant, Engineer of Record, etc.) Prime

Reference Entity: Fort Pierce Utility Authority

Reference Contact Person: James Carnes, Environmental Engineer

Reference Address: 206 S. Sixth St. P.O. Box 3191, Ft. Pierce, FL 34948

Reference Email Address: jcarnes@fpu.com

Reference Phone No.: 772.466.1600

Project Name: Fort Pierce Utilities Authority North Hutchinson Island Repump #1 Improvements

Project Delivery Method: Design-Bid-Build

Project Location: Fort Pierce, FL

Consultant Project Manager: Mark Miller, P.E.

Project Engineer of Record: Kimley-Horn and Associates, Inc.

Date Project Commenced: 2013 (design)

Date of Final Completion: 2014 (construction completion)

Construction Cost (Budget & Final Costs): \$679,100 (total project cost)

Alternative Delivery Projects (Only) Original GMP: N/A Final Cost: N/A

Qualification Satisfied:  3.a.  $\geq$ 36-inch Pressure Pipeline  3.b.  $\geq$ 3-MGD Firm Capacity Pump Station

3.c. Alternative Project Delivery  3.d. Subaqueous Pipeline Crossing

Description of Work Performed and Explanation of Differences in Original GMP and Final Cost (GMP difference only for alternative delivery projects) :

The Kimley-Horn team provided design services to Fort Pierce Utilities Authority (FPUA) to rehabilitate and demolish their primary potable water storage and repump facility. FPUA owns and operates the North Hutchinson Island Repump and Storage Facility (Repump #1), which consists of a one million gallon storage tank and two 2,100 gpm high-service pumps or 3.0 MGD total pumping capacity and chemical systems consisting of liquid chlorine and ammonia systems. To meet increasing the demands, improve operating efficiencies and replace existing infrastructure, the Kimley-Horn team designed, permitted and oversaw the construction of the Repump #1 facility. FEMA funding was utilized to upgrade the aging infrastructure and aided in getting this project started. The pumps employed variable frequency drives (VFDs), which allowed the pumps to maintain discharge pressure. The electrical room was modified to include the installation of new VFD cabinets, an interlocked dual feed main disconnect with a generator receptacle, an automatic transfer switch, and a programmable logic controller (PLC) with radio communication. The existing electrical room was enclosed and a HVAC system was installed to maintain climate control in the enclosed electrical room. The project also included a new generator 300kW standby generator, diesel fuel system, sound attenuated exhaust system, and ventilation improvements for the generator room. Phasing of this project was key to maintaining service while the building skin and structure were demolished.

## REFERENCE FORM

Consultant Name: Kimley-Horn and Associates, Inc.

Role on the Project (Prime, Sub-consultant, Engineer of Record, etc.) Prime

Reference Entity: Town of Flower Mound

Reference Contact Person: Tiffany Bruce, P.E.

Reference Address: 2121 Cross Timbers Road, Suite 2330, Flower Mound, TX 75028

Reference Email Address: tiffany.bruce@flower-mound.com

Reference Phone No.: 972.874.6401

Project Name: Western 25.9 MGD Pump Station

Project Delivery Method: Design-Bid-Build

Project Location: Flower Mound, TX

Consultant Project Manager: Anthony Samarripas, P.E.

Project Engineer of Record: Kyle Sanderson, P.E.

Date Project Commenced: March 2013

Date of Final Completion: December 2015

Construction Cost (Budget & Final Costs): \$8,450,000

Alternative Delivery Projects (Only) Original GMP: N/A Final Cost: N/A

Qualification Satisfied:  3.a.  $\geq$ 36-inch Pressure Pipeline  3.b.  $\geq$ 3-MGD Firm Capacity Pump Station

3.c. Alternative Project Delivery  3.d. Subaqueous Pipeline Crossing

Description of Work Performed and Explanation of Differences in Original GMP and Final Cost (GMP difference only for alternative delivery projects) :

The Town of Flower Mound selected Kimley-Horn as the prime consultant to complete the first phase of this project which included the design of a 25.9 MGD pump station and a 5.0 MG prestressed concrete GST with all associated yard piping and site work. The ultimate pump station capacity will be 43.2 MGD with 10 MG of ground storage. The pumps are 6,000 GPM and 450 HP horizontal split case pumps. Two of the five pumps will be equipped with variable frequency drives with the remaining pumps being fixed speed with soft starters. The building was designed with a brick facade to provide an aesthetic look for the neighboring residents. This pump station serves as the main water distribution source for the entire western portion of the Town.



## REFERENCE FORM

Consultant Name: Kimley-Horn and Associates, Inc.

Role on the Project (Prime, Sub-consultant, Engineer of Record, etc.) Prime

Reference Entity: City of Fate

Reference Contact Person: Michael Kovacs

Reference Address: 105 East Fate Main Place, Fate, TX 75132

Reference Email Address: mkovacs@cityoffate.com

Reference Phone No.: 972.771.4601

Project Name: Fate 18.0 MGD Pump Station and 2.0 MGD Ground Storage Tank

Project Delivery Method: Design-Bid-Build

Project Location: Fate, TX

Consultant Project Manager: Anthony Samarripas, P.E.

Project Engineer of Record: NEED

Date Project Commenced: March 2010

Date of Final Completion: September 2012

Construction Cost (Budget & Final Costs): \$3,736,000

Alternative Delivery Projects (Only) Original GMP: N/A Final Cost: N/A

Qualification Satisfied:  3.a.  $\geq$ 36-inch Pressure Pipeline  3.b.  $\geq$ 3-MGD Firm Capacity Pump Station

3.c. Alternative Project Delivery  3.d. Subaqueous Pipeline Crossing

Description of Work Performed and Explanation of Differences in Original GMP and Final Cost (GMP difference only for alternative delivery projects) :

This project involved an 18 MGD pump station and 2.0 MG ground storage tank. The project included a preliminary design report that evaluated hydraulic requirements, pump capacities, storage requirements, and control valve options. Once the report was completed, we prepared the final design for the pump station which involved four 3,000-gpm vertical turbine pumps with 250-horsepower motors along with associated electrical and SCADA improvements and a 2-million-gallon concrete prestressed ground storage tank. The project involved a new water supply meter vault for North Texas Municipal Water District (NTMWD), who is the City's water provider. We coordinated closely with the City and NTMWD to ensure that all designs met NTMWD's requirements.

## REFERENCE FORM

Consultant Name: **PCL Construction, Inc.**

Role on the Project (Prime, Sub-consultant, Engineer of Record, etc.) Prime

Reference Entity: Tampa Bay Water

Reference Contact Person: Justin Fox

Reference Address: 2575 Enterprise Road, Clearwater, FL 33763

Reference Email Address: jfox@tampabaywater.org

Reference Phone No.: 813.929.4565

Project Name: Southern Hillsborough County Supply Expansion: Brandon Booster Pump Station

Project Delivery Method: Construction Manager at Risk (CMAR)

Project Location: 1032 South Mr. Carmel Road, Brandon, FL

Consultant Project Manager: Allen Dethloff

Project Engineer of Record: CHA Consulting, Inc.

Date Project Commenced: August 2021

Date of Final Completion: June 2023 (estimated)

Construction Cost (Budget & Final Costs): Budget: \$18,464,440 Final: Ongoing; currently \$15,617,416

Alternative Delivery Projects (Only) Original GMP: \$15,617,416 Final Cost: TBD

Qualification Satisfied:  3.a.  $\geq$ 36-inch Pressure Pipeline  3.b.  $\geq$ 3-MGD Firm Capacity Pump Station

3.c. Alternative Project Delivery  3.d. Subaqueous Pipeline Crossing

Description of Work Performed and Explanation of Differences in Original GMP and Final Cost (GMP difference only for alternative delivery projects) :

The Brandon BPS project includes design, permitting, and construction of a booster station and connecting pipelines to supply additional water to Hillsborough County's Lithia Water Treatment Plant. PCL is providing CMAR services, including constructability review of design documents, for the new booster pump station to provide an additional 5-7 MGD of capacity to the existing transmission line. PCL will install approximately five 250-HP horizontal split case pumps and associated electrical, valves, and piping, and replace a vertical turbine pump with a well and a new pressure-release valve. The unstaffed station will be an approximately 6,500-square-foot building that will house multiple pumps, an electrical room, control room, storage room, and restroom. Two new 36-inch diameter pipelines will be built to connect the booster station to an existing transmission main that runs along Durant Road.

## REFERENCE FORM

Consultant Name: **PCL Construction, Inc.**

Role on the Project (Prime, Sub-consultant, Engineer of Record, etc.) Prime

Reference Entity: Tampa Bay Water

Reference Contact Person: Richard Menzies

Reference Address: 2575 Enterprise Road, Clearwater, FL 33763

Reference Email Address: rmenzies@tampabaywater.com

Reference Phone No.: 727.796.2355

Project Name: Regional Facility High Service Pump Station Experience

Project Delivery Method: Design-Bid-Build

Project Location: 2301 Regional Water Lane, Tampa, FL 33619

Consultant Project Manager: Eric Nash

Project Engineer of Record: CDM Smith

Date Project Commenced: December 2019

Date of Final Completion: June 2022

Construction Cost (Budget & Final Costs): Budget: \$2,168,480 Final: \$2,168,480

Alternative Delivery Projects (Only) Original GMP: N/A Final Cost: N/A

Qualification Satisfied:  3.a.  $\geq$ 36-inch Pressure Pipeline  3.b.  $\geq$ 3-MGD Firm Capacity Pump Station

3.c. Alternative Project Delivery  3.d. Subaqueous Pipeline Crossing

Description of Work Performed and Explanation of Differences in Original GMP and Final Cost (GMP difference only for alternative delivery projects) :

This project consists of upgrades to the existing pump capacity including new pumping to add 24-MGD at the regional facility high service booster pump station. Work includes structural modifications and installation of a variable frequency drive motor, electrical equipment, and mechanical equipment.

## REFERENCE FORM

Consultant Name: Woodruff & Sons, Inc. and Kimley-Horn and Associates, Inc.  
Role on the Project (Prime, Sub-consultant, Engineer of Record, etc.) Prime Contractor (Woodruff & Sons);  
Reference Entity: Manatee County Prime Engineer (Kimley-Horn)  
Reference Contact Person: Albert Rosenstein  
Reference Address: 1022 26th Avenue E., Bradenton, FL 34208  
Reference Email Address: albert.rosenstein@mymanatee.org  
Reference Phone No.: 941.708.7219  
Project Name: Design-Build Services for Colony Cove Pipeline Replacements and Phase 1 Replacements  
Project Delivery Method: Progressive Design-Build  
Project Location: Ellenton, FL  
Consultant Project Manager: Matt Anderson, P.E. (Woodruff & Sons)  
Project Engineer of Record: Heather Ripley, P.E. (Kimley-Horn)  
Date Project Commenced: 2022  
Date of Final Completion: 2024 (estimated)  
Construction Cost (Budget & Final Costs): TBD  
Alternative Delivery Projects (Only) Original GMP: TBD Final Cost: TBD  
Qualification Satisfied:  3.a.  $\geq$ 36-inch Pressure Pipeline  3.b.  $\geq$ 3-MGD Firm Capacity Pump Station  
 3.c. Alternative Project Delivery  3.d. Subaqueous Pipeline Crossing

Description of Work Performed and Explanation of Differences in Original GMP and Final Cost (GMP difference only for alternative delivery projects) :

Woodruff & Sons and Kimley Horn were selected by Manatee County to address and rectify the problems with an outdated sanitary sewer collection system via a progressive design build process. Colony Cove is a 55+ retirement mobile home community located in Ellenton Florida in which Manatee County owns and operates the sewer collection systems which is comprised of numerous lift stations and miles of gravity sewer pipe. The project will be broken up into three phases due to funding and will ultimately redesign and replace the entire sewer system all while maintaining service and access to the residents. The first phase of the project that is currently underway, involves the decommissioning of two lift stations and reconfiguring the gravity system to one lift station. The project will include the design, permitting and installation of approximately 9,000 LF of gravity sewer mains, a horizontal directional drill (HDD) of the force main under US 301 and the construction of a new lift station. Kimley Horn will design the improvements with assistance from Woodruff to produce a product that will resolve the pumping issues and infiltration problems they are currently experiencing and relocate the network of pipes so that they are no longer located behind and underneath the multitude of trailers within the community. This is a very unique project where the team will be required to think "out of the box" and accommodate field changes to ensure the needs of the client.

## REFERENCE FORM

Consultant Name: PCL Construction, Inc. and Kimley-Horn and Associates, Inc.  
Role on the Project (Prime, Sub-consultant, Engineer of Record, etc.) Prime Contractor (PCL Construction);  
Reference Entity: Manatee County Prime Engineer (Kimley-Horn)  
Reference Contact Person: Kevin Morris, P.E., BCEE  
Reference Address: 4410 66th Street, W. Bradenton, FL 34210  
Reference Email Address: kevin.morris@mymanatee.org  
Reference Phone No.: 941.915.0731 (mobile); 941.792.8811 x 5244 (office)  
Project Name: Lake Manatee Water Treatment Plant Alum Sludge Dewatering System  
Project Delivery Method: Progressive Design-Build  
Project Location: Manatee County, Lake Manatee Water Treatment Plant  
Consultant Project Manager: Andrew Franosz, DBIA, ENV SP (PCL)  
Project Engineer of Record: Kimley-Horn; Doug Eckmann, P.E., BCEE  
Date Project Commenced: March 23, 2022; early work packages start October 28, 2022  
Date of Final Completion: Final GMP approval March 22, 2023; final completion March 30, 2024  
Construction Cost (Budget & Final Costs): Budget approx. \$22M  
Alternative Delivery Projects (Only) Original GMP: In progress Final Cost: TBD  
Qualification Satisfied:  3.a.  $\geq$ 36-inch Pressure Pipeline  3.b.  $\geq$ 3-MGD Firm Capacity Pump Station

3.c. Alternative Project Delivery  3.d. Subaqueous Pipeline Crossing

Description of Work Performed and Explanation of Differences in Original GMP and Final Cost (GMP difference only for alternative delivery projects) :

Manatee County BCC issued a Request for Qualifications (RFQ) for Progressive Design-Build Services for Lake Manatee Water Treatment Plant Alum Sludge Dewatering System (Project). PCL Construction, Inc. and Kimley-Horn and Associates, Inc. in partnership are delivering a design and construction program needed to increase the capacity for managing water treatment residuals at this 54 MGD surface water treatment plant. Plant processes include biological filtration, coagulation-flocculation-settling, and membrane ultra-filtration to produce drinking water. The project addresses all of the water treatment residuals and recycle streams for this facility. The Project scope includes: (1) settled sludge pumping station improvements; (2) gravity sludge thickeners; (3) sludge blending tanks and feed pumps; (4) sludge dewatering building with horizontal decanter centrifuges, polymer feed system, and dry sludge conveyors; (5) electrical building with MCCs, office, restroom, and storage; (6) site and roadway improvements; (7) reconstruction of back-up sludge drying beds; and (8) improvements to the existing backwash and recycle systems needed to accommodate supernatant recycle flow and improve processing of existing recycle streams. The new mechanical dewatering systems are highly automated and integrated with the plant-wide SCADA system. The Project is being delivered using the Progressive Design-Build collaborative delivery method with a pre-construction and design phase that is focused on design-development with the diverse design team, Manatee County management and operations staff and PCL. A price model is developed in parallel with the design and the design team works closely with the County and PCL partners implementing enhanced value and constructability as the design advances. The pre-construction services conclude with the delivery of a final Guaranteed Maximum Price (GMP) at the 90% complete design stage. On approval and acceptance of the GMP, Manatee County will authorize construction of the Project.



## REFERENCE FORM

Consultant Name: **Woodruff & Sons, Inc.**

Role on the Project (Prime, Sub-consultant, Engineer of Record, etc.) Prime

Reference Entity: City of Tampa

Reference Contact Person: Michael O'Keefe

Reference Address: 306 E. Jackson Street, Tampa, FL 33602

Reference Email Address: michael.okeefe@tampagov.net

Reference Phone No.: 813.635.3402

Project Name: Cypress Street Outfall Regional Stormwater Improvements

Project Delivery Method: Design-Build

Project Location: Tampa, FL

Consultant Project Manager: Matt Anderson, P.E.

Project Engineer of Record: Tetra Tech, Inc.

Date Project Commenced: June 2019

Date of Final Completion: February 2022

Construction Cost (Budget & Final Costs): Budget: 35,583,705.55 Final: \$28,830,861

Alternative Delivery Projects (Only) Original GMP: \$35,583,704.55 Final Cost: \$28,830,861

Qualification Satisfied:  3.a.  $\geq$ 36-inch Pressure Pipeline  3.b.  $\geq$ 3-MGD Firm Capacity Pump Station  
 3.c. Alternative Project Delivery  3.d. Subaqueous Pipeline Crossing

Description of Work Performed and Explanation of Differences in Original GMP and Final Cost (GMP difference only for alternative delivery projects) :

Woodruff installed 6,500 linear feet of 36" water transmission main, including a 24"x24" tapping sleeve and valve on the existing 70 year old 24" cast iron line. The project also included all new 6" - 12" distribution water main, new 8" and 24" gravity sewer main, and over 7,000 linear feet of large diameter box culvert. To accommodate the storm sewer and utility improvements total reconstruction of the entire right of way was completed within the densely populated City of Tampa neighborhoods along West Cass Street, Rome Avenue, and Grey Street.

Cost difference included unused contingency, scope reduction of the storm sewer and roadway construction on the west end of the project.

## REFERENCE FORM

Consultant Name: **Woodruff & Sons, Inc.**

Role on the Project (Prime, Sub-consultant, Engineer of Record, etc.) Subconsultant

Reference Entity: Charlotte County

Reference Contact Person: Dean Campbell

Reference Address: 18500 Murdock Circle, Port Charlotte, FL 33948

Reference Email Address: dean.campbell@charlottecountyfl.gov

Reference Phone No.: 941.764.4364

Project Name: Gasparilla Road Widening (County Road 771)

Project Delivery Method: GMP Lump Sum Price

Project Location: Charlotte County, FL

Consultant Project Manager: Matt Anderson, P.E.

Project Engineer of Record: Johnson Engineering

Date Project Commenced: August 2014

Date of Final Completion: February 2017

Construction Cost (Budget & Final Costs): Budget: \$14,238,701.47 Final: \$14,238,701.47

Alternative Delivery Projects (Only) Original GMP: \$17,613,413.49 Final Cost: \$14,238,701.47

Qualification Satisfied:  3.a.  $\geq$ 36-inch Pressure Pipeline  3.b.  $\geq$ 3-MGD Firm Capacity Pump Station

3.c. Alternative Project Delivery  3.d. Subaqueous Pipeline Crossing

Description of Work Performed and Explanation of Differences in Original GMP and Final Cost (GMP difference only for alternative delivery projects) :

Woodruff was chosen by the construction manager Halfacre Construction for all the roadway and utility improvements along an approximately 2.5 mile stretch on Gasparilla Road. Similar to this RFQ, one of the major scopes of work was a new utility corridor to accommodate the needs of today as well as the future for that area. The utility corridor was highlighted by three separate subaqueous directional drills under Butterford Waterway, two jack and bores under SR 776 and Gasparilla Road, and two aerial crossings that attached to the new bridge also over Butterford Waterway. The project additionally consisted of over 15,000 lf of 20" force main, over 10,000 lf of 24" watermain and 14,000 lf of 16" reclaimed watermain. In conjunction with all the utilities over 15,000 lf of RCP storm pipe was installed ranging in size from 18" to 54". The entire project was completed while maintaining uninterrupted services along Gasparilla Road.

Our budget GMP changed because the prime took the asphalt out of our contract as they only had two subcontractors they were overseeing.

## REFERENCE FORM

Consultant Name: Kimley-Horn and Associates, Inc.

Role on the Project (Prime, Sub-consultant, Engineer of Record, etc.) Prime

Reference Entity: City of West Palm Beach

Reference Contact Person: Laura Le

Reference Address: 401 Clematis Street, Fourth Floor, West Palm Beach, FL

Reference Email Address: lle@wpb.org

Reference Phone No.: 561.494.1093

Project Name: 24-Inch Water Main and 24-Inch Force Main Currie Park Subaqueous Intracoastal Crossings

Project Delivery Method: Design-Bid-Build

Project Location: West Palm Beach, FL

Consultant Project Manager: Gary Ratay, P.E.

Project Engineer of Record: Kimley-Horn and Associates, Inc.

Date Project Commenced: 2012

Date of Final Completion: 2012

Construction Cost (Budget & Final Costs): \$425,000 (design); \$3.6M (construction)

Alternative Delivery Projects (Only) Original GMP: N/A Final Cost: N/A

Qualification Satisfied:  3.a.  $\geq$ 36-inch Pressure Pipeline  3.b.  $\geq$ 3-MGD Firm Capacity Pump Station  
 3.c. Alternative Project Delivery  3.d. Subaqueous Pipeline Crossing

Description of Work Performed and Explanation of Differences in Original GMP and Final Cost (GMP difference only for alternative delivery projects) :

As a result of the Florida Department of Transportation (FDOT) relocating the Flagler Memorial Bridge, the City of West Palm Beach was required to relocate an existing 24-inch water main that conflicted with the location of the proposed bridge. To implement the most beneficial location for the new water main, Kimley-Horn was retained to develop a route evaluation study. Four alternatives were evaluated to cross the Intracoastal Waterway. The report discussed community impacts, constructability, hydraulics, permit feasibility, and cost. Once the route was selected, Kimley-Horn provided design, permitting, bid, and construction phase services for the project. The design included a 2,700-foot-long subaqueous crossing of the Lake Worth Lagoon and more than 1,000 linear feet of upland pipeline through downtown West Palm Beach and the Town of Palm Beach.

One unique element of the project was the collaboration between the Town of Palm Beach and the City of West Palm Beach during this project. The Town was in need of replacing their aging force main crossing that is currently located at Currie Park. To take advantage of the cost savings that could be realized through a shared bidding and construction process, the Town entered into an Interlocal Agreement with the City to construct a 24-inch force main parallel to the water main. Kimley-Horn provided design, permitting, and construction phase services for both the water main and force main. Permits were obtained from the U.S. Army Corps of Engineers, the FDEP, and the FDOT. A detailed bid item list with an accompanying measurement and payment section was developed to separate the City funded versus the Town funded portions of the project. Additionally, much of the water main work was funded by FDOT as part of the relocation agreement. All of the bid items were clearly identified so project funding between the three entities involved (City, Town, and FDOT) could be easily understood and documented. Kimley-Horn provided construction phase services for the project which was completed at a cost significantly under the project budget.

## Regional Integrated Loop

# Phase **2B&3C** Pipelines

## Section 4: Progressive Design-Build Team Project Approach

Approach (Counts towards maximum page limit): Provide a narrative (graphics are optional) detailing the general steps and approach the Consultants utilize to deliver successful Progressive Design-Build projects. At a minimum, cover the approach to developing a Risk Registry, controlling costs (design and construction), and working with supply chains.



## Efficient Project Delivery

### Leveraging Lessons Learned to Efficiently Deliver Pipeline Projects:

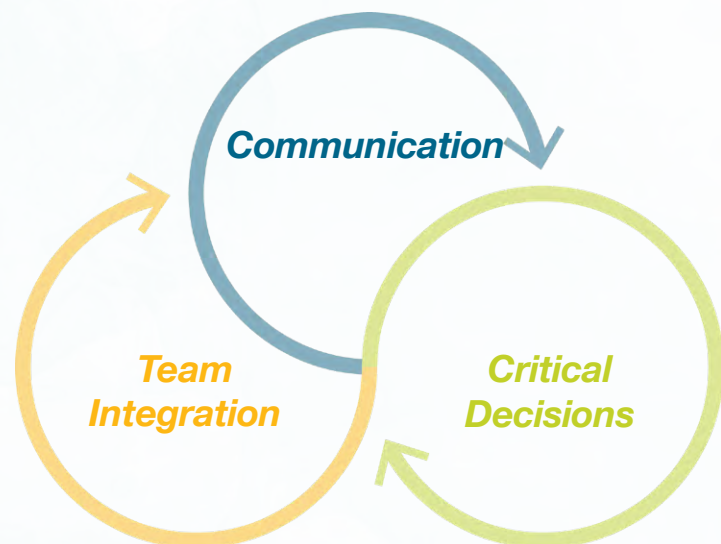
The Woodruff Design Build Team has successfully delivered linear infrastructure projects in Southwest Florida for decades, which has solidified our approach to efficiently and effectively delivering large infrastructure projects. The key to our success has been to break the project down into smaller components and subsequent tasks. This allows each task to be thoroughly studied, prioritized, scheduled, and then completed accordingly. **The breakdown of a project plan into smaller well-coordinated project deliverables will also assist Peace River Manasota Regional Water Supply Authority (Authority) in managing the work related to funding and the interests of its member.** Our team understands the importance of the Regional Integrated Loop Phase 2B Pipeline and the Regional Integrated Loop Phase 3C Pipeline (projects) and has prepared the following approach to meet the provided schedule and save costs. Our approach recognizes two distinct phases associated with delivering this project, including pre-construction services and construction services.

### Utilize Two Distinct Kimley-Horn Design Teams to Efficiently Develop GMP During Pre-Construction Services:

Our pre-construction services will include the preparation of the 30% and 60% construction plans and specifications along with the corresponding Guaranteed Maximum Price (GMP). Understanding the significant importance of these projects and to ensure adherence to the proposed schedule. Within the SOQ we will further break the engineering into two different components, pipeline and pump station, to be designed concurrently.

### Utilize Two Construction Teams to Efficiently Implement Project During Construction Phase:

To further enhance the divide and conquer approach, during construction we will utilize two different contractors to construct the components. Woodruff & Sons will be responsible for all the pipeline construction, while PCL will be responsible for all pump station and storage construction. This allows each contractor to focus on the design, methodology and GMP development within these components, allowing flexibility for when construction can commence and allow each contractor to focus in their area of expertise. Additionally, both contractors have experience in pipeline and pump station construction and can assist each team as needed to guarantee a high-quality water transmission, storage and pumping system.







## Pre-Construction Phase Services

During the preconstruction phase of the project Woodruff & Sons and PCL Construction will work seamlessly with Kimley-Horn, the Authority, and its members with the intent to fully collaborate on a constructable design, that will wisely apply public money and will be completed within the required schedule. We truly take a team approach and will have weekly coordination meetings to ensure unknowns are discovered, variables are accounted for and the design and proposed methodology is sound. This collaborative team approach will deliver a robust design that will meet the Authority's long-term objectives and facilitate timely and efficient construction. It is during this collaborative review process that value engineering items can be identified, evaluated, and incorporated into the construction documents and reflected in the GMP.

We spend weeks and months just focusing on the aforementioned items to outline the entire project and essentially construct it on paper so that when it is time to start construction we can effortlessly move directly into creation.

### Preconstruction phase deliverables will include:

1. Project Schedule
2. Risk Management Matrix
3. Initial OPCC (Opinion of Probable Construction Cost)
4. Base map Survey, SUE, and geotechnical investigations
5. Hydraulic analysis that includes confirmation of the work performed in the Feasibility Studies for pipe size and water quality and adds transient and surge analysis, and confirms pump selection, sizing and the number and type of pumps.
6. Pumping Equipment and Pipe Material Evaluation Matrix
7. Basis of Design Reports for the Pipeline and Pumping Stations
8. Draft 30% complete design, constructability review, and value engineering
9. Proposed early work packages
10. Initial GMP
11. Clarification of self-performed & subcontracted work
12. Draft 60% complete design, design review workshop
13. Work Plan for review documenting the planned methodology to complete tasks
14. 60% design value constructability review, and value engineering
15. Material lists and identification of materials that are candidates for pre-purchase and owner direct purchase

Kimley-Horn will conduct the design for both components utilizing **Ashley Miele, P.E.** as the single point of contact and lead project manager. Ashley will lead a design team for the pipeline component while **Doug Eckmann, P.E.** to lead a design team for the pumping and storage component. This provides a divide and conquer approach to quickly develop GMPs for each component and immediately order necessary materials once design is developed and avoid construction delays.

While we are developing the constructability of the project, the GMP is being developed at the same time. It is during this process that we take an in depth look at each bid item or particular activity to develop a logical plan of attack. If the task will not be self-performed, we solicit bids from reputable local contractors. This

coordination also ensures every detail of the required work is covered by either Woodruff or one of our trusted subcontractors. **As the prime Design-Builder contracted with the Authority, Woodruff and Sons, Inc. will have the prime responsibility to the Authority for all professional services, construction, and start-up, whether self-performed or subcontracted.**

### Kimley-Horn Team Member Spotlight



#### **Ashley Miele, P.E.**

**Ashley Miele, P.E.** has worked in Southwest Florida for her entire career and not only has experience working with the Authority but also has decades of experience with local pipeline design, permitting and construction. Ashley also has an extensive alternative delivery background with the majority of her experience over the last five years being executed either by construction management at risk (CMAR) or design-build (DB). She has also just recently completed the Sarasota County Potable Water Transmission Main and Pump Station Improvements project that connects to the Regional Integrated Loop Phase 3B pipeline terminus point.



#### **Doug Eckmann, P.E., BCEE, D.WRE, F.ASCE**

**Doug Eckmann, P.E.** will lead and develop the design for the pumping and storage facility. Doug has been working with the Authority for over 25 years and was the project manager and engineer of record for projects such as the Authority's 24 MGD Regional Water Treatment Plant Expansion and the Filter Covers project, both executed efficiently and on schedule. Doug has decades of experience with pumping and storage facilities and will ensure a quality design within a tight time constraint.

### Value Engineering Methodology



Upon Notice to Proceed (NTP), our team will host a Value Engineering (VE) workshop with the Authority to briefly review the route and ways to overcome the obstacles. We understand that each project has a finalized route study that goes in-depth on the design. Our team has thoroughly evaluated the routes and feel that a new perspective or set of eyes – either from the engineer or contractors' perspective would help identify conflicts or paths of least resistance that may have been overlooked. With a local design and construction team that is familiar with the various members' specifications, native ground conditions, and permitting authorities; a secondary review of all parameters could save a substantial amount of time and effort in the future. Knowing schedule and costs are of significant importance to the Authority and each will be balanced and considered throughout the project.

#### **Examples of value engineering items may include:**

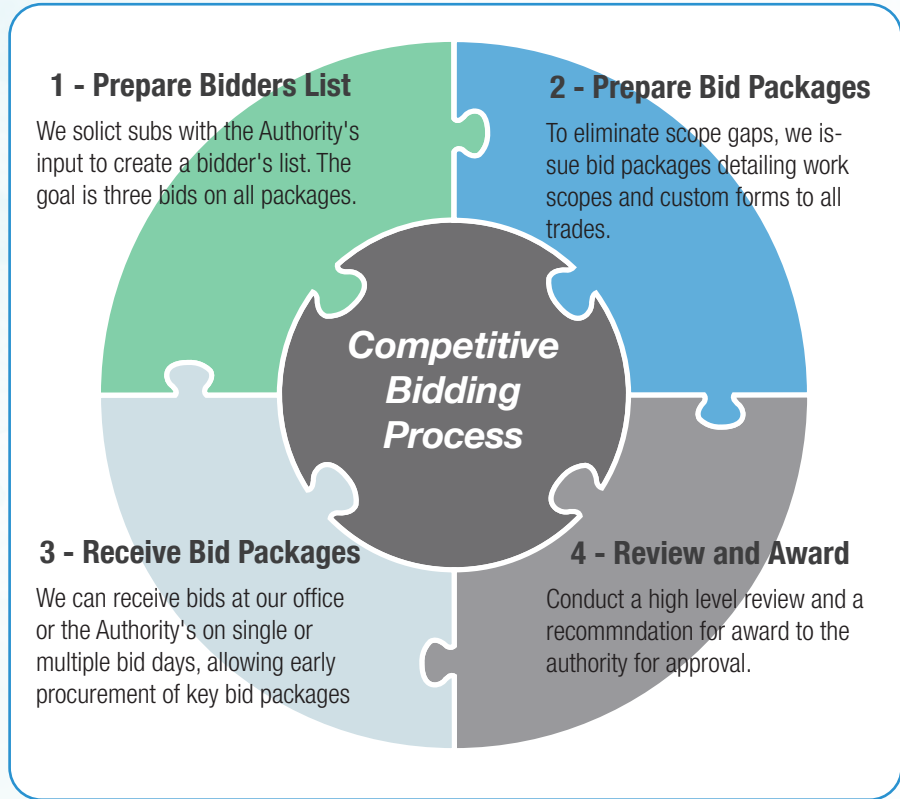
- Depth of cover
- Pipe thickness (class of pipe)
- Aerial crossings
- Routing of pipe within preset corridor to eliminate collateral damage
- Testing of system to eliminate wasted water
- Utility conflicts to eliminate vertical deflections and ARVs





## Competitive Bidding Process

In preparing the GMP we will obtain pricing on materials, products, equipment and lead times that are required to build the pipeline and pumping station. As part of our GMP process, we will also develop a list of materials and products with pricing that have a long lead time and are subject to today's volatile market. With the Authority's concurrence purchase orders will be issued to lock in pricing and delivery dates for these volatile items. The design engineering will be prioritized to finalize the route and define initial work packages and major equipment selection early in the design process. This will expedite the procurement process for pipe and valves that currently average around 25 weeks to obtain. The sooner purchase orders can be issued the sooner critical products can be delivered. We will store materials and equipment delivered early in secure and protected locations. As a cost savings measure the Authority could direct purchase the bulk of this material and recognize a major savings on the sales taxes imposed on contractors. Under this scenario, Woodruff would take full responsibility for all paperwork, scheduling, receiving, inspecting, storing, and maintaining products delivered early.



### The value of self performance



Woodruff & Sons will self-perform the pipeline installation while PCL will self-perform the pump station and storage tanks. Woodruff & Sons will oversee all construction and directly coordinate our workforce and equipment along with the applicable subcontractors as needed to meet the construction plan and the Authority's schedule for completion and start-up.

Our method for cost control is simple for materials and subcontractors. During the development of our GMP we will solicit pricing from at least two or three qualified vendors for each particular work component or product. The scopes are compared to ensure each company is pricing the same work and then the lowest qualified price is the one we will utilize in developing the final GMP. We diligently try to solicit only to reputable contractors and vendors. While pricing is important to the Authority so is quality, service, and reliability.

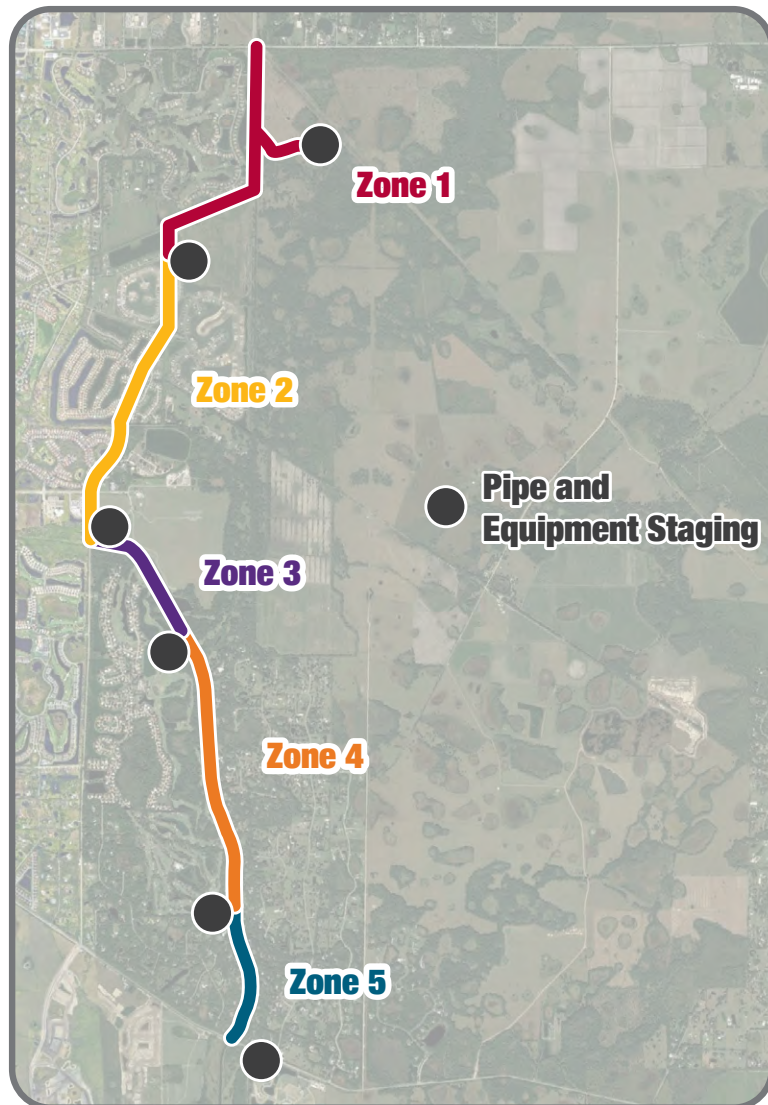


## Construction Phase Services

With the project designed and material in place, construction can commence. We will again break the construction of the project into various work zones. The overall split as previously mentioned will occur between the pipeline and pump stations. We will coordinate early and often with our various subcontractors and partners to ensure they remain on schedule. While delays and setbacks are part of construction, such as delays in easement acquisition, we will have two and three alternate work areas ready to go at any time so that crews can be shifted to maintain productivity. In order to always be productive, material management is critical and our experience is to make certain we have all materials on site, inspected, and ready to install, eliminating any down time.

### Benefits of a Zone Key Map.

In an ideal situation we would start construction at one end of the project and work consecutively towards the other end; however, we recognize this idea cannot always be obtained. Therefore, we will segment the project in a logical manner based upon the design engineering, information from vendors and other factors. These segments will be incorporated into the drawings to provide a reference for managing the construction in segments. We will use these segments and key map to plan material inventory. The material for the various zones would be itemized within the key map and as material is procured it would be placed accordingly and checked off the inventory list. This provides a simple, easy to read, field reference, and inventory management system that allows our team to see where problems could occur, what zones are ready to be worked within, and what items are missing.



Example of Phase 3C Zone Key Map





## Risk Mitigation and Risk Register

With any project there will be risks. To manage project risks, it is important to identify risk factors and have a plan in place to mitigate the hazard. For example, having alternate work zones planned in advance helps to eliminate delays due to unforeseen circumstances. During the pre-construction and design phase of the project we will develop a Risk Registry and review with the Authority. Risks will be listed and given a rating along with a solution similar to what is depicted below. This provides a simple easy to read summary, that helps to eliminate the feeling of panic when said risk is encountered. This list will be culminated as a team as everyone evaluates risk differently. What may be risky to one business may not be risky to another.

**Crucial risk items are schedule and cost and apply equally to both design and construction.**

RISK	IMPACT ON PROJECT	RISK RATING	SOLUTION
Hurricanes	Could delay construction for a day to a week dependent upon severity	Minor likelihood of a direct is low	Develop a plan and enact plan if needed.
Job Site Safety	Bodily-property damage costly to repair could delay construction	Medium	Develop Job site analysis. Review daily, well-trained staff, routine visits by safety officer
MOT	Complaints from motorist/safety of the public impacted	Medium	Develop an MOT plan in accordance with standard DOT index, impalement and enforce.
Material Price Increase	Unanticipated cost increase	High	Procure parts early. Direct material purchase by district. Take delivery of material as soon as it is ready.
Unknown Utility Conflict	Costly/Delay construction	High	Numerous SUE



## Overcoming Material Acquisition Risk

Material acquisition is a major risk factor for project delays. We are well aware of the lead times to procure material and it is very important to ensure material is always on hand for pipe crews to proceed with the work. By procuring the large material and equipment (pipe, fittings, valves, pumps) during the pre-construction and design phase we will eliminate delivery delays during construction. This will allow the project to proceed per schedule. **Our Approach is to Collaborate with Kimley-Horn to develop bid ready plans and specifications for critical long lead materials and equipment at 60% design milestone.** We will work diligently with vendors to coordinate what product is coming and when it will be delivered and plan construction accordingly.

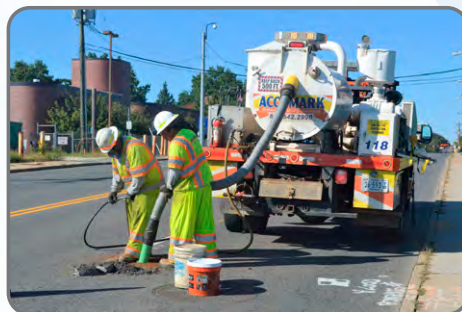
By controlling material inventory, we will eliminate at least 50% of the potential risk to the project schedule. Other risks to schedule will be mitigated by the surplus of resources between two contractors and contingency planning for unforeseen delays.





### Overcoming Unforeseen Condition Risks

Another major potential for delay is unforeseen subsurface conditions. While no one can see everything buried within the ground, we will mitigate this risk with thorough geotechnical investigation and subsurface exploration. We will review the geotechnical report and coordinate with our utility location subcontractor to ensure all known existing horizontal and vertical utilities are physically located along the route. This allows Kimley-Horn to address conflict resolution during design and limit unplanned conflicts that will need to be resolved in the field. With the existing utilities known collectively as a team, the Authority, Woodruff & Sons, and Kimley-Horn will work collaboratively to establish the most efficient and cost-effective route. Establishing the pipeline route early in the design process allows for accurate material take offs for pipe, fittings, and appurtenances during pre-construction planning. This will expedite material acquisition as it is not necessary to have 100% complete drawings to determine final quantities and release material purchase orders.



### Overcoming Budgetary Risks

Regarding budgetary risk issues the best method we have seen is to establish a 10% contingency for the entire project. While the contingency is utilized on every project, rarely does it ever exceed 10% of the overall budget. Given this is a design-build project, the Authority, Woodruff & Sons, PCL, and Kimley-Horn will be developing and reviewing the budget during the pre-construction and design process with a GMP proposed to the Authority for approval at 60% design completion. This collaboration will greatly reduce the potential for unforeseen costs as the design and construction methods are coordinated during the pre-construction phase. The GMP price model will be detailed with specific unit rates for numerous items of work. As items are completed, we will invoice for work completed. Unless something major is discovered during the course of construction there will be no adjustment needed for the agreed upon unit rate. To our previous point, with a thorough subsurface exploration there should be few surprises during construction.

We will have little control over material prices prior to purchase. To address material pricing concerns and provide the best value to the Authority, we will solicit material pricing from at least two reputable vendors for every category of work. This ensures that we are receiving the current fair market value for material. With over four decades of construction experience on Florida's west coast, Woodruff has developed a deep supply chain with longstanding relationships and substantial buying power that ensures we receive the lowest market pricing for construction materials. Procurement of materials as soon as possible and early in the project will help manage cost and increase value. Vendors are more likely to provide competitive pricing when they know they will receive and order soon after the quote is issued, and they will be able to ship the order as soon as it is produced. This also works to our advantage in that the material is onsite when needed, avoiding delays due to material shortages.

Given the recent increases in fuel costs, we suggest the Authority considers implementing a fuel adjustment similar to how FDOT operates. This would share the risk of fuel price increase and avoid padding the GMP for speculative costs. We feel we could simplify the process so that it is fair to both the Authority and Woodruff & Sons. By applying this strategy, if the price of fuel goes up, we as the contractor are covered, if the price goes down the Authority will obtain a credit on work.



### Risk Management Life Cycle

Schedule delays, and setbacks, have and will always be a part of construction. It's not "if" they will happen it's anticipating them happening and having a plan to handle them. As previously presented, our team will have more control over these setbacks by segmenting the project into smaller work tasks, allowing us to alternate areas of operation and continuing to make progress during construction as unforeseen issue arise. Additionally, with two highly skilled contractors dedicated to specific aspects of the project the team is better suited to ensure the project is always moving towards completion. Due to the qualifications of each contractor, if needed for unforeseen reasons, either contractor can shift or supply additional resources to each component to continue workflow. Utilizing this approach minimizes some of these already identified risks and also provides the Authority with assurance that a well-staffed work force with the capacity and capabilities is working towards completion of these important projects.



### Availability of Personnel and Equipment

Regarding labor and equipment to complete the project within the schedule required, Woodruff & Sons has over 150 employees and 400 pieces of equipment; PCL has the depth and resources of a \$10 billion dollar a year national contractor. From the table below you can see how Woodruff will have adequate resources dedicated to the Authority's project. Secondly, with two highly skilled contractors that have years of experience with pipelines and pumping stations we will assist each other as needed throughout the project. For instance, should a piece of equipment breakdown for either company, within hours we can have a replacement on site to limit down time. The same mentality applies for crews, we will have each other's back. Collectively as a team we are fully committed to meeting the project schedule.

	2023												2024												2025		
	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar			
Peace River 3C	●																										
44th Ave 45th to I-75	●																										
Lift Station 5 Force Main	●																										
Ellenton Gillette	●																										
Fort Hamer 2nd Extension	●																										
CMAR Bradenton Beach	●																										
Colony Cove Design Build				●																							

● *Preconstruction*    ● *Committed Resources*    ● *Construction*



## *Regional Integrated Loop*

# Phase **2B&3C** Pipelines

## Section 5: Price Proposal – Subject to Further Negotiation

Price proposal is based on current staff pay rates, benefits, and equipment. The lump sum price for the staff and equipment below is based on a period of one (1) month, with five (5) working days a week (20 working days total for the month), and forty (40) hour work weeks.

**Staff**

- ✓ Project Manager
- ✓ Superintendent
- ✓ Foreman
- ✓ Equipment Operator (x3)
- ✓ Pipelayer/fitter laborer (x4)

**Equipment**

- ✓ Excavator (CAT 330 or Equivalent)
- ✓ Dozer (CAT D6 or Equivalent)
- ✓ Loader (CAT 950 or Equivalent)

**Lump Sum Price:** ..... **\$202,400**



## Regional Integrated Loop

# Phase **2B&3C** Pipelines

## Section 6: Financial Capability and Legal

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



### **a. Complete the following attachments:**

---

- i. Attachment C – Claims, Liens, and Litigation History
- ii. Attachment D – Affidavit of Solvency

See completed Attachments C, Claims, Liens, and Litigation History, for both Woodruff and Sons, Inc. and Kimley-Horn and Associates, Inc. and Attachment D Affidavit of Solvency dated June 24, 2022 for Woodruff and Sons, Inc. in the following pages.

### **b. Proposers shall demonstrate their financial strength and stability to successfully execute this project (maximum one (1) page). The Consultant (Consultant) shall submit along with other information requested the most recently audited, stamped and embossed company balance sheet. If the Proposer is a JV, the managing partner must be identified. All parties to the JV must submit an audited balance sheet and meet the financial ratios. The Proposer shall demonstrate that it is not subject to material adverse litigation and has sufficient liquidity in terms of cash flow and balance sheet strength. It is the responsibility of the proposers to provide these financial indicators as part of their statement of qualifications as calculated from their most recently audited balance sheet (included).**

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Minimum acceptable levels for these financial indicators are as follows:

- i. Times Interest Earned > 10.0
- ii. Revenue to Equity  $\leq$  18
- iii. Current Ratio  $\geq$  1.0

### **c. Proposer will be required to provide a Performance Bond and Payment Bond in the full amount of the contract. Proposers shall provide evidence of their ability to maintain a Performance and Payment Bond in the amount of at least \$75 million as well as evidence of the insurance limits stated in the standard contract.**

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See attached letter of bondability and insurance letter fulfilling the requirements of the Performance and Payment Bond as well as the insurance limits as will be stated in the contract.

JUN 15 2022



June 14, 2022

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

RE: Woodruff & Sons, Inc.  
Project: Regional Integrated Loop Phase 2B and Phase 3C Pipelines

To Whom It May Concern:

Woodruff & Sons, Inc. ("Woodruff") is a highly regarded and valued bonded client of American Global and Hartford Accident and Indemnity Company ("Hartford"). Woodruff has been in business for 70 years and is a builder of quality work. Under the right underwriting circumstances, Woodruff is capable of providing Bid, Performance and Payment bonds of up to \$100MM for any single contract and in excess of \$200MM in the aggregate. The Hartford has an A.M. Best Rating of A+ with a financial size category of XV and is licensed in all 50 States.

Please understand that any arrangement for any bonds is a matter between Woodruff and The Hartford and we assume no liability to third parties or to you if, for any reason, we do not issue requested bonds.

The Hartford expressly reserves the right to review the terms and conditions of the contract, contract amount and bond form, evaluate pertinent underwriting data, and verify the adequacy of project financing prior to the issuance of any final bonds. We trust that the above information will enable you to consider Woodruff for your construction project(s).

Please do not hesitate to contact me with any questions.

William Griffin  
Attorney-in-Fact

Orlando Regional Bond Department  
P.O. Box 958461  
Lake Mary, FL 32795  
Toll Free 800-824-1732  
Facsimile 877-536-9102



# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD  
BOND, T-12  
One Hartford Plaza  
Hartford, Connecticut 06155  
[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: AMERICAN GLOBAL LLC  
Agency Code: 21-212039

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Theresa J. Foley of Jericho NY, Krystal L. Stravato, Kevin T. Walsh, Jr. of Whippany NJ, Ricardo Davila, William Griffin, Michael Marino, Torre Taylor of MIAMI, Florida

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }  
  } ss. Hartford  
COUNTY OF HARTFORD }

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard  
Notary Public  
My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 14, 2022  
Signed and sealed at the City of Hartford.



Kevin Heckman, Assistant Vice President





June 22, 2022

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

RE: Woodruff & Sons, Inc.

Project: Regional Integrated Loop Phase 2B and Phase 3C Pipelines

To Whom It May Concern:

Woodruff & Sons, Inc is a highly regarded and valued Property & Casualty Insurance client. Their General Liability, Business Auto and Umbrella coverage is with CNA and the Excess Liability is with Great American. The CNA A.M. Best Rating is A with a financial size category of XV and is licensed in all 50 States.

Woodruff & Sons, Inc is financially secure and is a very valued CNA client. The Regional Director of CNA Construction has informed me that there would not be any issues obtaining coverage for the Progressive Design-Build Services for the Regional Integrated Loop Phase 2B and 3C Pipelines.

Woodruff & Sons has been in business for over 75 years and a very reputable Best Practice Civil Contractor. We trust that the above information will enable you to consider Woodruff & Sons for your construction project.

Please do not hesitate to contact me if you should have any questions.

Regards,

A handwritten signature in black ink, appearing to read 'Bryan Yoho'.

**Bryan Yoho ARM, AAI**  
Vice President, Partner  
Construction Risk Management & Insurance Services

**Insurance Office of America**  
4915 W. Cypress Street  
Tampa, Florida 33607  
Toll Free: 888 269 6019 Ext. 22528  
Direct: 813 262 2304  
Cell: 727 243 1042  
[Bryan.Yoho@ioausa.com](mailto:Bryan.Yoho@ioausa.com)  
[www.ioausa.com](http://www.ioausa.com)

**d. Disclosure of whether Consultant previously represented or currently represents Charlotte, DeSoto, Manatee or Sarasota Counties, and/or the City of North Port (“Customers”), in any capacity, and description of such representation, if applicable;**

---

Woodruff & Sons, Inc. has had no legal representation in any capacity with Charlotte, Desoto, Manatee or Sarasota Counties, and/or the City of North Port.

Woodruff's design partner, Kimley-Horn and Associates, Inc., has provided engineering services on a variety of projects for Charlotte, DeSoto, Manatee and Sarasota Counties, as well as the City of North Port.

**e. Disclosure of any current litigation the Consultant is a) a party to, or b) directly or indirectly involved (e.g., retained for testimony and expertise on behalf of any other entity; subpoenaed; etc.) that is against the Authority or any of the Customers, and a description of such litigation, if applicable;**

---

Woodruff & Sons, Inc. is not a party to, directly or indirectly involved in any current litigation with the Authority or any of the Customers.

Woodruff's design partner, Kimley-Horn and Associates, Inc., is not involved in any litigation against the Authority or its Customers, nor are they a retained expert on behalf of any other entity against the Authority or its members.

**f. Summary and disposition of any individual cases of litigation, judgments and/or legal actions, entered against Contractor or sub-contractor(s) for breach of contract for work performed for any local, state, federal, public or private entity, by any state or federal court, within the last five (5) years;**

---

Woodruff & Sons has no individual cases of litigation, judgement, or legal action within the last five years.

Woodruff's design partner, Kimley-Horn and Associates, Inc., has never had a judgment entered against them by a state or federal court.

**g. Disclose if the Consultant is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Consultant under federal bankruptcy law or any state insolvency law.**

---

Woodruff & Sons, Inc. in not involved in any bankruptcy, reorganization, liquidation, or dissolution under federal bankruptcy law or any state insolvency law.



**WOODRUFF & SONS, INC.**

**ATTACHMENT C**

**CLAIMS, LIENS, LITIGATION HISTORY**

- 1. Within the past 5 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes \_\_\_ No X

In the past 5 years, there have been no construction disputes resulting in a suit or claim against or from any project owner, subcontractor or supplier of our Florida operations.

If yes, please attach additional sheet(s) to include: N/A

Description of every action Captions of the Litigation or Arbitration

Amount at issue: \_\_\_\_\_ Name (s) of the attorneys representing all parties:

N/A

Amount actually recovered, if any: \_\_\_\_\_

Name(s) of the project owner(s)/manager(s) to include address and phone number:

N/A

- 2. List all pending litigation and or arbitration.

Our Florida construction operations have no pending litigation and/or arbitration.

- 3. List and explain all litigation and arbitration within the past five (5) years - pending, resolved, dismissed, etc.

In the past 5 years, there have been no construction disputes resulting in litigation or arbitration within our Florida operations. Any non-construction litigation/arbitration typically handled by insurance carrier.

- 4. Within the past 5 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

There have been no Liens filed against our Company within the past 5 years.

- 5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job? Yes \_\_\_ No X If yes, please explain in detail:

- 6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes X No \_\_\_ If no, please explain why?

- 7. List the status of all pending claims currently filed against your company:

Woodruff is currently in the process of disputing responsibility for a (1) pending claim under \$6,000.

**Liquidated Damages**

- 1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes X No \_\_\_ If yes, please explain in detail:

No project owner has withheld retainage or made claim against our bond, however over 10+ years ago a minor liquidated damage charge was issued.

**(Use additional or supplemental pages as needed)**

**KIMLEY-HORN AND ASSOCIATES, INC.**

**ATTACHMENT C**

**CLAIMS, LIENS, LITIGATION HISTORY**

1. Within the past 5 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes  X  No \_\_\_\_\_  
If yes, please attach additional sheet(s) to include:                    Please see attached litigation statement.  
Description of every action Captions of the Litigation or Arbitration  
Amount at issue: \_\_\_\_\_ Name (s) of the attorneys representing all parties:

\_\_\_\_\_  
Amount actually recovered, if any: \_\_\_\_\_  
Name(s) of the project owner(s)/manager(s) to include address and phone number:  
\_\_\_\_\_

2. List all pending litigation and or arbitration. Please see attached litigation statement.
3. List and explain all litigation and arbitration within the past five (5) years - pending, resolved, dismissed, etc. Please see attached litigation statement.
4. Within the past 5 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

\_\_\_\_\_ No liens have been filed against Kimley-Horn.  
\_\_\_\_\_  
\_\_\_\_\_

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job? Yes \_\_\_\_\_ No  X  If yes, please explain in detail:

\_\_\_\_\_  
\_\_\_\_\_

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes \_\_\_\_\_ No \_\_\_\_\_ If no, please explain why?

\_\_\_\_\_ No judgments have been entered against Kimley-Horn.  
\_\_\_\_\_

7. List the status of all pending claims currently filed against your company:  
Please see attached litigation statement.

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes \_\_\_\_\_ No  X  If yes, please explain in detail:

\_\_\_\_\_  
\_\_\_\_\_

**(Use additional or supplemental pages as needed)**

**Attachment C, cont'd.**

Kimley-Horn and its subsidiaries have provided services in all 50 states and numerous countries. Because of the many and varied projects we have completed, we are subject to various legal proceedings from time to time and in the ordinary course of business. It is not practical to provide a complete list as part of this proposal. In the last five (5) years, Kimley-Horn has had more than 23,198 active projects in Florida, 31 of which had some form of litigation. Of these cases, 3 were dismissed, 16 were settled, and 12 are pending. This represents 0.1336% of all projects completed by Kimley-Horn in Florida over the past five years. None of the pending cases, if decided against Kimley-Horn, would have a material impact on our financial statements or impair in any way our ability to serve our clients. Generally, these matters are covered by insurance, and we consider them to be without merit. If you would like to discuss our legal matters in more detail, please contact Kimley-Horn's General Counsel, Richard Cook, at 919.677.2058.

Legal proceedings in Florida within the past five (5) years are as follows:

3315 Tower Condo Assoc, Inc., v Tower 3315, et al; 11th Judicial Circuit Court, Miami-Dade Co, FL; Cause No. 2020-019825-CA-01; filed 2020; alleged economic loss; settled; closed 2021

Kala Gurley, et al v Marriott, et al; 9th Judicial Circuit Court, Orange County, FL; Case No. 2019CA108550; filed 2019; wrongful death claim; dismissed; closed 2019

Vernon Brown v. Marriott, et al; 9th Judicial Circuit Court, Orange County, FL; Case No. 2019CA0078250; filed 2019; personal injury claim; dismissed; closed 2019

Community Asphalt v. Wantman, et al; FDOT; 11th Judicial Circuit Court, Miami-Dade; Cause No. 2018-029816-CA-01; filed 2018; alleged economic loss; pending

Cone & Graham, Inc. v. Kimley-Horn and Associates, Inc.; In the Circuit Court of Broward County, Florida; Cause No. CACE-21-014631; filed 2021; alleged economic loss; pending

Kathleen Conti v. Simon Property, et al; 15th Judicial Circuit Court Palm Beach; Case No. 502017CA008616 Division: AE; filed 2017; personal injury claim; settled; closed 2019

Florida Silt and Sod, Inc. v. City of Plant City, et al; 13th Judicial Circuit Court, Hillsborough County, Florida; Case No. 22-CA-004094; filed 2022; alleged economic loss; pending

Irene Gomes v. Aldi, L.L.C., et al; In the Circuit Court of the 11th Circuit, Miami-Dade County, Florida; Cause No. 2020-009878-CA-01; filed 2020; served 2022; alleged personal injuries claimed; pending

Grande Oaks Association v Kolter, et al; 18th Judicial Circuit Court, Seminole County; Case No. 2020-CA-003188; filed 2020; alleged economic loss; pending

Heron Bay Association, Inc. vs. WCI Communities, LLC, et al; 15th Judicial Circuit Court, Broward County; Case No.: CACE16003120; filed 2016; alleged economic loss; settled; closed 2020

Barbara Kline v. Simon Property, et al; 15th Judicial Circuit Court Palm Beach; Case No. 502019CA009926; filed 2019; served 2021; personal injury claim; settled 2022

Jennifer Lancaster v. VCC, LLC, et al; 15th Judicial District Court of Palm Beach County, Florida; Cause No. 502019CA011526; filed 2019; served 2020; alleged personal injuries claimed; settled; closed 2021

Adrian E. Langford v. Suffolk Construction Co., et al; 12th Judicial Circuit Court, Sarasota County, FL; Cause No. 582020CA005449XXXANC; filed 2020; served 2021; alleged personal injuries claimed; pending



**Attachment C, cont'd.**

Lunacon Engineering Group v. City of Homestead v. Kimley-Horn, et al.: 11th Judicial Circuit Court Miami-Dade County, Case No. 2017-000561-CA-01; filed 2017; alleged economic loss; settled; closed 2018

Prime Properties v. Kimley-Horn.: 10th Judicial Circuit Court, Polk County; Case No. 2017CA-002127; filed 2017; alleged economic loss: settled; closed 2017

Medline Industries, Inc. v. McShane Construction Company v. Ware Malcomb, Inc., et al.: 10th Judicial Circuit Court, Polk County, FL; Case # 2020-CA-0022790; filed 2020; alleged economic loss; pending

Harris Mitchell v. Frank Anderson, et al.: 15th Judicial Circuit Court, Palm Beach County, Florida; Case No. 50-2019-CA-006676; filed 2019, served 2020; alleged personal injuries claimed; settled; closed 2020

Morrison-Cobalt JV v. Kimley-Horn and Associates, Inc.: 11th Judicial Circuit in and for Miami-Dade County, Florida; Cause No. 2021-013239-CA-01; filed 2021; alleged economic loss; pending

Yolanda Peaslee v The City of West Palm Beach, et al.: Circuit Court of the 15th Judicial Circuit, Palm Beach County, Florida; Cause No. 502021CA004964XXXMB; personal injury claim; pending

Sherri Reed v. Town Center Boca Raton Trust, et al.: 15th Judicial Circuit Court Palm Beach; Case No. 21CA005161; filed 2021; personal injury claim; pending

Christ Rose v Wal-Mart, et al.: 17th Judicial Circuit Court, Broward Co, FL; Cause CACE-18-027255; filed 2018; served 2020; alleged personal injuries claimed; settled; closed 2021

Sema Construction, Inc. v. City of Altamonte Springs.: 18th Judicial Circuit Court, Seminole County; Case No. 215-CA-002951-15-W; filed 2016; alleged economic loss; pending

Esther Silberman v Town Center at Boca Raton, et al.: 15th Judicial District Court of Palm Beach Co, Florida; Cause No. 50-2018-CA-009724-MB; filed 2018; served 2021; alleged personal injuries claimed; settled 2021

Kevin Sona, et al v. Stone Creek Assoc, et al.: Circuit Court of the Fifth Judicial Circuit, Marion County; Case 20CA0026; filed 2020; served 2021; alleged personal injury; pending

Sunset Beach Investments v. Kimley-Horn.: 19th Judicial Circuit Court, St. Lucie Co; Case 562013CA000383; filed 2013; alleged economic loss; settled; closed 2017

Terrazas Riverpark Village Condominium Association v. Windmoor Project, et al.: 11th Judicial Circuit Court, Miami-Dade Co, FL; Cause No. 2020-017647-CA-01; filed 2020; alleged economic loss; settled 2021

Stacey Vasquez, et al v. Matthew J. West, et al.: 13th Judicial Circuit Court, Hillsborough County; Case 15-CA-006839; filed 2015; traffic accident, wrongful death claim; settled; closed 2017

Joan Weinstein v. Simon Property, et.: 15th Judicial Circuit, Palm Beach County; Case 502016CA003199; filed 2016; personal injury claim; settled; closed 2017

Deontra Williams v. FDOT, et al.: 17th Judicial Circuit Court, Broward County; Case No. CACE-13-009427; filed 2015; bicycle accident, personal injury claimed; settled; closed 2017

Wal-Mart, et al v. Bandes Construction, et al.: 15th Circuit Court, Palm Beach Co; Case No. 2019CA005775; filed 2019; alleged economic loss; settled; closed 2019

Leticia Zavala, et al v Marriott, et al.: 9th Judicial Circuit Court, Orange County, FL; Case No. 2019CA97810; filed 2019; wrongful death claim; dismissed; closed 2019

**ATTACHMENT D**

**AFFIDAVIT OF SOLVENCY**

PERTAINING TO THE SOLVENCY OF Woodruff & Sons, Inc. (Consultant), being of lawful age and being duly sworn I, Donald P. Woodruff (Affiant), as President (Title) (ex: CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

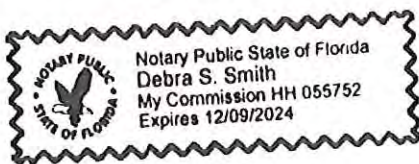
The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this 24th day of June, 2022.

Donald P. Woodruff  
Signature of Affiant

STATE OF Florida  
COUNTY OF Manatee

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 24th day of June, 2022, by Affiant, who is personally known to me or has produced Personally Known as identification.

Debra S. Smith  
Notary Public  
Debra S. Smith  
Name typed, printed or stamped



My Commission Expires: 12-09-24



## Regional Integrated Loop

# Phase 2B & 3C Pipelines

## Section 7: Required Forms

- Signed Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes
- E-Verify Affidavit and Required Evidence
- Reference Forms **(Note that Reference Forms are included at the end of Section 3. Progressive Design-Build Team Similar Experience)**
- Key Personnel Chart **(Note that the Attachment A. Key Personnel Chart is included at the end of Section 2. Progressive Design-Build Team & Staff Qualifications)**
- Qualification Certification **(Note that Attachment B. Qualification Certification is included at the end of Section 2. Progressive Design-Build Team & Staff Qualifications)**
- Claims, Liens, Litigation History **(Note that Attachment C. Claims, Liens, Litigation History forms for Woodruff and Kimley-Horn are included in Section 6. Financial Capability and Legal)**
- Affidavit of Solvency **(Note that the Attachment D. Affidavit of Solvency form is included in Section 6. Financial Capability and Legal)**

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 Donald P. Woodruff, President  
(Print individual's name and title)

for Woodruff & Sons, Inc.  
(Print name of entity submitting sworn statement)

whose business address is P.O. Box 10127 Bradenton, FL 34282-0127

and (if applicable) its Federal Employer Identification Number (FEIN) is 35-1058916  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_).

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

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

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

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

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

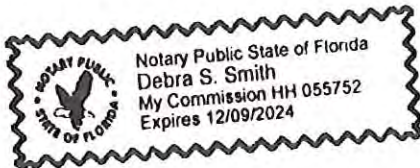
Donald P. Woodruff 06-24-22  
(Signature) Donald P. Woodruff, President (Date)

STATE OF Florida

COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 24th day of June, 2022 by Donald P. Woodruff as President of Woodruff & Sons, Inc., a Corporation company organized under the laws of the State of Indiana, on behalf of the company, who is personally known to me or has produced personally known as identification.

Debra S. Smith  
Notary Public  
Debra S. Smith  
Name typed, printed or stamped  
My Commission Expires: 12-09-24





**Contract Holder E-Verify Registration and Affidavit**

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

**Affidavit**

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

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

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

Donald P. Woodruff 06-24-22  
Signature Date

Donald P. Woodruff, President  
Print Name

STATE OF Florida  
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 24th day of June, 2022 by Donald P. Woodruff, President (name of officer or agent, title of officer or agent) of Woodruff & Sons, Inc. (name of Consultant company acknowledging), an Indiana (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced Personally Known (type of identification) as identification.

Debra S. Smith  
Notary Public

Debra S. Smith  
Name typed, printed or stamped

My Commission Expires: 12-09-24







**Thank You**



**Kimley»Horn**  
Expect More. Experience Better.



**TAB D**  
**Notice of Intended Decision**

**NOTICE OF INTENDED DECISION FOR AWARD OF CONTRACT  
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
PROGRESSIVE DESIGN-BUILD SERVICES**

**for the  
REGIONAL INTEGRATED LOOP  
PHASE 2B AND PHASE 3C PIPELINES PROJECTS**

**Recommended Action -**                      **Motion** to approve the Professional Services Evaluation Committee recommendation of Garney Companies, Inc. for the Regional Integrated Loop System Phase 3C Interconnect Project.

**Motion** to approve the Professional Services Evaluation Committee recommendation of Woodruff & Sons Inc., for the Regional Integrated Loop System Phase 2B Interconnect Project.

On May 24, 2022, Request for Statements of Qualifications (SOQ) for Progressive Design-Build Services for the Regional Integrated Loop Phase 2B and Phase 3C Interconnect Projects was advertised. Four (4) Firms submitted SOQ's that were deemed responsive, and Firms were evaluated by the PSEC on June 30, 2022. All Firms were shortlisted by the PSEC for presentations that were given on July 14, 2022, however, prior to presentations, Quality Enterprises-GradyMinor withdrew their SOQ from further consideration. Following presentations, the PSEC ranked the Firms with the results shown in the table below. The top two Firms are recommended to the Board for the two progressive design-build pipeline projects with first place Firm, Garney Companies Inc., recommended for Phase 3C Interconnect Project (based on the preferred project from presentations) and the second place Firm, Woodruff & Sons Inc., is recommended for the Phase 2B Interconnect Project.

Staff recommends that the Authority Board approve the PSEC ranking and recommended project.

<b>Ranking</b>	<b>Firm</b>	<b>PSEC Recommended Project</b>
1	Garney Companies – Ardurra Group	Phase 3C
2	Woodruff & Sons – Kimley-Horn	Phase 2B
3	Westra Construction – McKim & Creed	-
-	Quality Enterprises – GradyMinor	-

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](http://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: July 18, 2022

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*August 3, 2022*

**REGULAR AGENDA**  
**ITEM 5**

**Regional Integrated Loop System Phase 2B Interconnect Project –  
Progressive Design-Build Contractor Selection**

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**Presenter -** Ford Ritz, Project Engineer

**Recommended Action -** **Motion** to approve the Professional Services Evaluation Committee recommendation of Woodruff & Sons Inc., for the Regional Integrated Loop System Phase 2B Interconnect Project.

The Phase 2B Interconnect Project (Phase 2B) includes a 42-inch diameter regional transmission main extending from the western end of the Charlotte County Regional Transmission Main and Phase 2A Interconnect near Serris Boulevard, generally west and south in Charlotte County crossing the Myakka River, to the Charlotte County Gulf Cove Booster Pump Station, a distance of approximately 13 miles. The preferred route for the Phase 2B Project was presented by our Feasibility and Routing Study Consultant Kimley-Horn and was approved by the Board in April. The Interlocal Agreement between the Authority and Charlotte County for the Phase 2B Project was also approved by the Board in April. Preliminary design will begin in FY 2023.

**Selection of Progressive Design-Build Teams for Phase 2B**

On May 24, 2022, Request for Statements of Qualifications (SOQ) for Progressive Design-Build Services for the Regional Integrated Loop Phase 2B and Phase 3C Interconnect Projects was advertised. Four (4) Firms submitted SOQ's that were deemed responsive, and Firms were evaluated by the PSEC on June 30, 2022. Subsequently, one firm withdrew from the process, and the remaining three Firms were shortlisted by the PSEC for presentations that were given on July 14, 2022. Following presentations, the Woodruff & Sons, Inc. Firm was ranked highest by the PSEC for the for the Phase 2B Interconnect Project (based on the preferred project from presentations). Staff recommends Board approval of Woodruff & Sons, Inc. for the Phase 2B Interconnect Project.

**Schedule for Phase 2B Interconnect Project Progressive Design Team**

- **Phase 1 Scope and Fee & GMP for 60% Design Services**  
The Phase 2B Progressive Design-Build Team will submit the Progressive Design-Build Contract and which will include the GMP for 60% design and permitting. The Contract will be presented for consideration at the October 5, 2022 Board Meeting.
- **Phase 2 Scope and Fee & Final GMP for Project Completion**  
The Phase 2B Progressive Design-Build Team will submit the GMP for final design, construction permitting, construction, testing, commissioning, and turn over services, for consideration at the October 2023 Board Meeting. The Phase 2 GMP will be added to the Contract by Addendum.
- **Phase 2B Interconnect Project Completion**  
The Phase 2B Project is scheduled for completion by March 1, 2026.

**Budget Action –** No action needed.

**Attachments:**

Tab A Presentation Materials

Tab B\* SOQ Information Package

Tab C\* Submitted Qualifications

Tab D Notice of Intended Decision

\*Refer to Regular Agenda Item 4 for Attachments B & C

**TAB A**  
**Presentation Materials**





# Regional Integrated Loop System Phase 2B Interconnect Project Progressive Design Build Contractor Selection

Regular Agenda Item 5

August 3, 2022



1



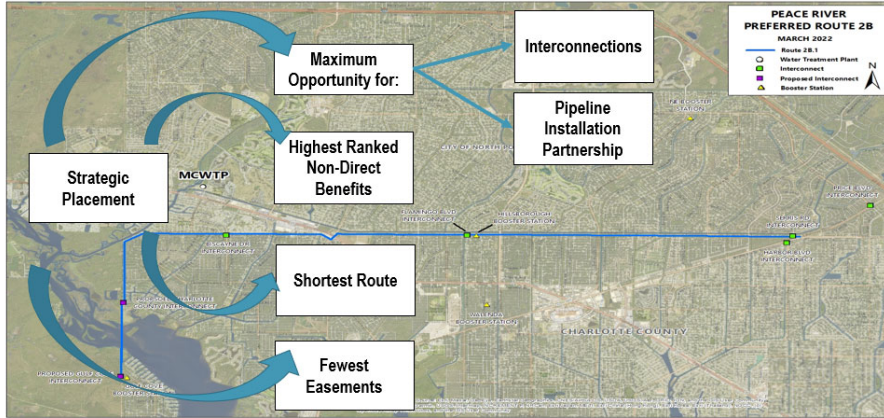
- 01** Background
- 02** Progressive Design-Build Team Recommendation
- 03** Next Steps & Schedule
- 04** Motion

2



## 01 Background

### Recommended Route for Phase 2B Regional Interconnect



**April 6, 2022**  
**Board Approval of the Preferred Route**  
**Board Approval of the Interlocal Agreement**

3



## 01 Background



**April 6, 2022, Board Meeting**  
 Board Approval of the Preferred Route  
 Board Approval of the Interlocal Agreement

**June 1, 2022, Board Meeting**  
 SOQ Progressive Design Build (Information Only)



4





## 02 Progressive Design-Build Team Recommendation

5

### Recommend Woodruff & Sons, Inc. Progressive Design-Build Team



Bruce Woodruff (WSI) –  
Vice President



Chad Wakeman, CUC, E.I. (WSI) –  
Lead Estimator and GMP



Matt Anderson, P.E. (WSI) –  
Project Manager/Pipeline  
Construction Lead



Ashley Miele, P.E. (KH) – Design  
Project Manager and Pipeline  
Design Lead



Doug Eckmann, P.E. (KH) –  
Pumping and Storage  
Design Lead



Jonathan Fernald (PCL) –  
Pumping and Storage  
Construction Lead

6

# Woodruff and Sons, Inc.

- ✓ 49+ Years serving the local community of Southwest Florida
- ✓ Over 150 Employees that are residents of Southwest Florida
- ✓ Over 400 Pieces of Equipment
- ✓ Owner and Supplier of aggregate materials
- ✓ Ability to self perform trenchless installations

7

Between both corporations, we have 20+ Alternative Delivery Projects within the member counties of PRMRWSA.

8

**WOODRUFF & SONS**  
INCORPORATED  
Contractors

Alternative Delivery Projects in Florida

14

**Kimley»Horn**  
Expect More. Experience Better.

Alternative Delivery Projects in Florida

## Team Highlights

**Matt Anderson, P.E. (WSI) –  
Project Manager/Pipeline  
Construction Lead**

**PM for Authority’s  
Phase 2A Pipeline  
(7miles of 42-inch)**

**Doug Eckmann, P.E. (KH) –  
Pumping and Storage  
Design Lead**

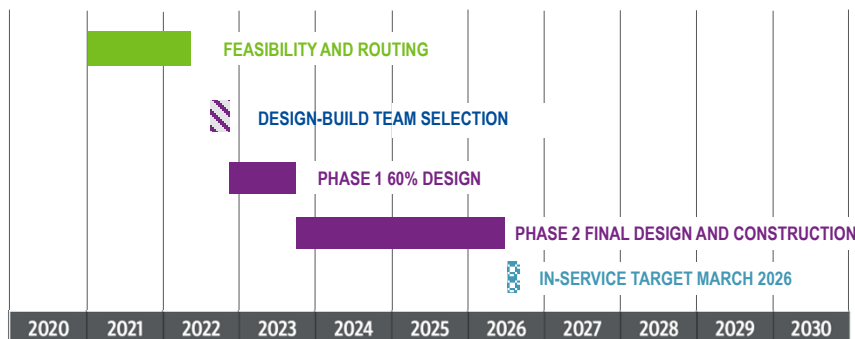
**PM / EOR for Peace  
River Interconnect  
(5 miles of 30/36-inch)**

**Ashley Miele, P.E. (KH) – Design  
Project Manager and Pipeline  
Design Lead**

**PM for Phase 2B/2C  
Feasibility & Routing Study  
(30 miles of 42/36-inch)**

8

### 03 Next Steps and Schedule



Pipeline in service by 2026

- Feasibility and Routing Study Final Report and Board Approval – April 2022 ✓
- Execute Interlocal Agreement with Charlotte County – April 2022 ✓
- Progressive Design-Build Team Selection Process – August 2022 ✓
- Progressive Design-Build Team Phase 1 (60% Design) GMP – October 2022
- Progressive Design-Build Team Phase 2 (Final Design & Const.) GMP – October 2023
- Final Design and Construction Completion – Spring 2026

9



- 01 Background
- 02 Design-Build Team Recommendation
- 03 Next Steps & Schedule
- 04 Motion**

10



## 04 Motion

**Motion:**                    **Motion** to approve the Professional Services Evaluation Committee recommendation of Woodruff & Sons, Inc. for the Regional Integrated Loop System Phase 2B Interconnect Project.

**TAB B\***  
**SOQ Information Package**

*\*Refer to Regular Agenda Item 4 for Attachment*

**TAB C\***  
**Submitted Qualifications**

*\*Refer to Regular Agenda Item 4 for Attachment*

**TAB D**  
**Notice of Intended Decision**

**NOTICE OF INTENDED DECISION FOR AWARD OF CONTRACT  
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
PROGRESSIVE DESIGN-BUILD SERVICES**

**for the  
REGIONAL INTEGRATED LOOP  
PHASE 2B AND PHASE 3C PIPELINES PROJECTS**

**Recommended Action -**                      **Motion** to approve the Professional Services Evaluation Committee recommendation of Garney Companies, Inc. for the Regional Integrated Loop System Phase 3C Interconnect Project.

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-	Quality Enterprises – GradyMinor	-

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Posted: July 18, 2022



**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*August 3, 2022*

**REGULAR AGENDA**  
**ITEM 6**

**Purchase Agreement for Acquisition of Phase 3C Interconnect Pump Station Site and  
Associated Easements**

---

**Presenters -**

Richard Anderson, Director of Operations  
Doug Manson, General Counsel

**Recommended Action -**

**Motion** to approve the Purchase of approximately 10.10 acres of property and approximately 7.42 acres of associated easements between Peace River Manasota Regional Water Supply Authority and RJB Partners, LLC as a Pump Station Site for Phase 3C Regional Interconnect in the amount of \$2,016,000 plus closing costs and authorize the Executive Director and the Chairman to execute all acquisition documents with minor modifications upon successful completion of the due diligence process.

In June 2021 the Authority and Sarasota County executed an interlocal agreement authorizing the Authority to seek and acquire a property suitable for the Phase 3C Regional Interconnect pumping station and a co-located County sewer lift station in the general vicinity of the Fruitville and Lorraine Road Intersection. A suitable property has been identified and agreed upon by Sarasota County Utilities that includes approximately 10.1 acres for the pumping and storage facility and County lift station and two associated easements for regional and County pipeline infrastructure and ingress/egress totaling 3.14 acres and 4.28 acres respectively. Due diligence work is ongoing now to confirm site conditions and support purchase.

Staff recommends Board authorization for purchase of this property and associated easements from the seller for \$2,016,000 pending successful completion of due diligence work on the site. The purchase price is supported by recent appraisals. As time is of the essence, staff also requests Authorization for the Executive Director and the Chairman to execute all documents relating to the Sales and Purchase Agreement including easements and closing documents. Significant changes to the Purchase Agreement would be returned to the Authority Board for consideration. Sarasota County will pay all costs associated with acquiring the property. The Authority will own the subject property and grant easements to the County for its facilities.

**Budget Action:** No Action Needed

**Attachments**

- Tab A Presentation Materials
- Tab B Draft Purchase and Sale Agreement
- Tab C Survey Aerial with Property and Easements
- Tab D Property Appraisals

**TAB A**  
**Presentation Materials**



## Phase 3C Pipeline Project

Purchase Agreement for Acquisition of Phase 3C Interconnect Pump Station Property

August 3, 2022



1



- 01 Project Overview**
- 02 Recommended Final Route**
- 03 Recommended Pumping and Storage Site**
- 04 Motion**

2

## 01 Project Overview

# Peace River Manasota Regional Water Supply Authority Regional Vision for 2035

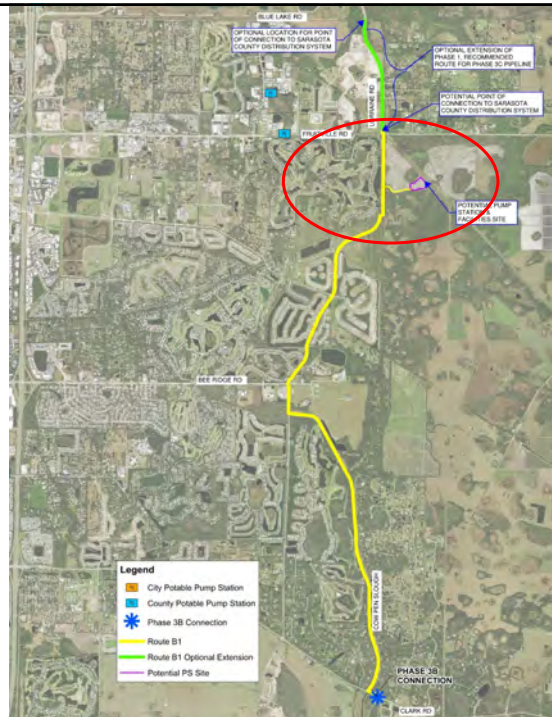


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## 02 Recommended Phase 1 Route and PS Site

### Phase 1- Route B1

- Highest ranked alternative
- Lowest comparable cost
- Moderate required easement acquisition
- Best long-range planning



4





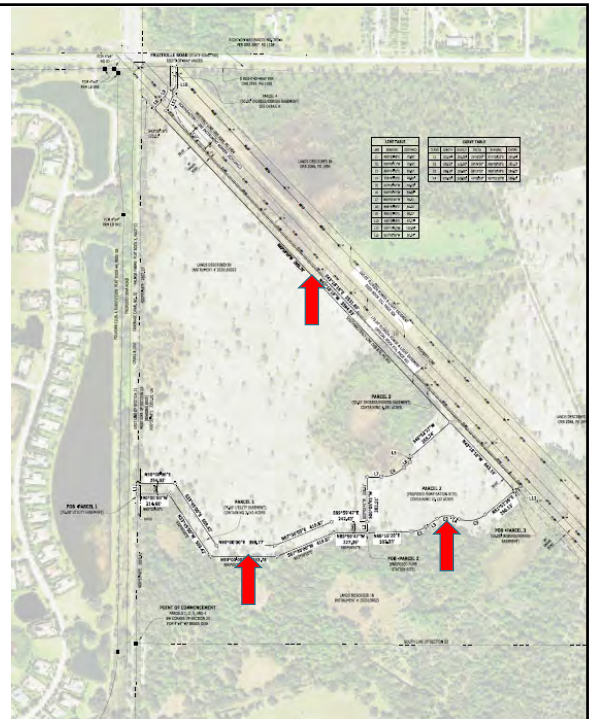
- 01 Project Overview
- 02 Recommended Final Route
- 03 Recommended Pumping and Storage Site
- 04 Motion

5

## 02 Pumping Station and Storage Site Overview

### General Information

- 10.1 AC Fee Simple Purchase
- 3.14 AC Utility Easement
- 4.28 AC Access Easement (FPL)
- Abuts FPL Transmission Corridor
- Accommodates future growth
- Compatible with County goals and needs



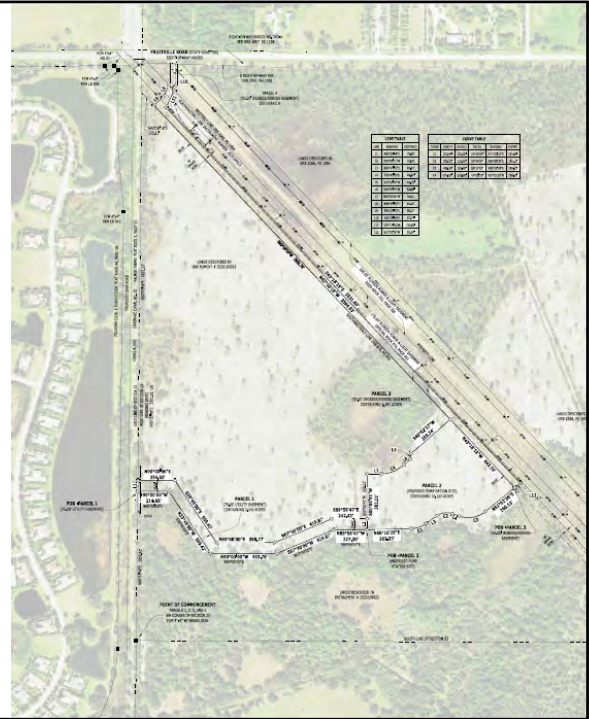
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## 02 Pumping Station and Storage Site Overview

### General Information

- Purchase Price - \$2,016,000
- Includes Fee Simple Purchase
- 2 Easement Agreements
- 2 Certified Appraisals
- Boundary Survey
- Geo Tech testing prior to Close
- Environmental Assessments
- Letter of No Objection - Mining

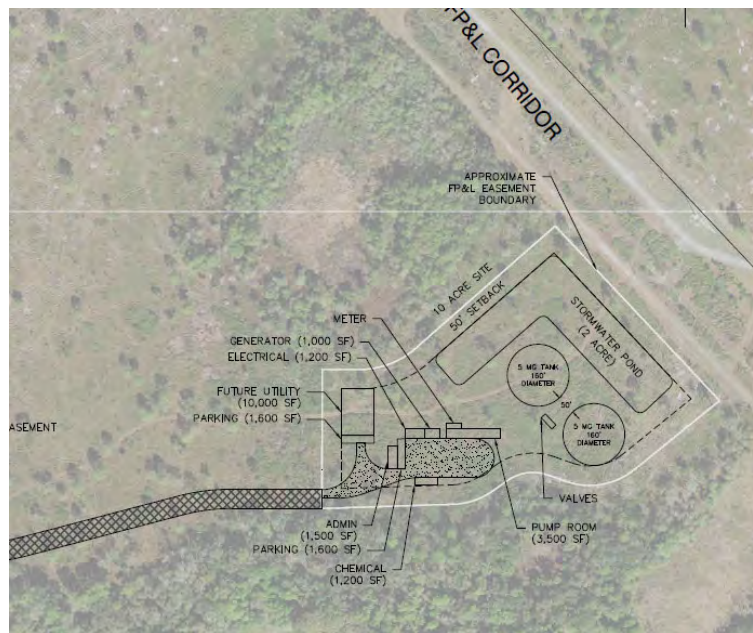


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## 02 Pumping Station and Storage Site Overview

### Conceptual Site Plan

- Room for Growth
- Meets County co-location needs



DRAFT FACILITY SITE LAYOUT  
RJB PROPERTY NO. 0223002010

8



- 01 Project Overview
- 02 Recommended Final Route
- 03 Recommended Pumping and Storage Site
- 04 Motion**

9

#### **04 Motion:**

To approve the fee Purchase of approximately 10.10 acres of property and approximately 7.42 acres of associated easements between Peace River Manasota Regional Water Supply Authority and RJB Partners, LLC as a Pump Station Site for Phase 3C Regional Interconnect in the amount of \$2,016,000 plus closing costs, and authorize the Executive Director to execute the Purchase and Sales Agreement with minor modifications upon completion of the due diligence process.

10

**TAB B**  
**Draft Purchase and Sale Agreement**

## PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AND SALE AGREEMENT** (“Agreement”) is made by and between **PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY**, a political subdivision of the State of Florida, whose mailing address is 9415 Town Center Parkway, Lakewood Ranch, FL 34202 (“Authority” or “Buyer”) and **RJB PARTNERS, LLC**, a Florida limited liability company, having an address of 529 68<sup>th</sup> Street, Holmes Beach FL 34217 (“Seller”), collectively referred to as the “Parties,” as follows:

1. **Agreement to Sell.** The Seller hereby agrees to sell and Buyer agrees to buy, in accordance with this Agreement, the following real property:

- a. **FEE SIMPLE ACQUISITION:** A purchase in fee simple of approximately 10.122 acres of vacant land in Sarasota County, Florida that is more particularly described in Exhibit “A,” attached hereto and incorporated herein;
- b. **UTILITY EASEMENT:** A purchase of a non-exclusive Utility Easement approximately 3.143 acres M.O.L., for the use and benefit of the Authority and Sarasota County, Florida, that is more particularly described in Exhibit “B”, attached hereto and incorporated herein;
- c. **PERMANENT ACCESS EASEMENT:** A purchase of a non-exclusive Permanent Access Easement for ingress and egress approximately 4.508 acres M.O.L. that is more particularly described in Exhibit “C”, attached hereto and incorporated herein; and
- d. **Improvements:** the purchase of any improvements thereon in any of the above referenced items,

hereinafter collectively referred to as the property (the “Property”).

2. **Effective Date.** The effective date of this Agreement shall be the date of execution by the Seller (“Effective Date”).

3. **Approval.** This Agreement is subject to approval by the Authority’s Board of Directors. If the Authority’s Board of Directors does not approve this Agreement and all the terms and conditions herein, the Authority will notify Seller in writing and this Agreement shall terminate.

4. **Purchase Price.** The total purchase price for the Property shall be TWO MILLION AND SIXTEEN THOUSAND DOLLARS AND 00/100 CENTS (\$2,016,000.00), which shall be paid in the following manner:

- a. **Deposit.** Within three (3) days from the Effective Date, Buyer shall deposit FIFTY THOUSAND dollars and 00/100 cents (\$50,000.00) in the form of a certified or cashier's check from a financial institution as defined in Section 655.005, Florida Statutes ("F.S."), made payable to the escrow company, Vantage Point Title, Inc., as earnest money ("Deposit"). In the event this Agreement is terminated in accordance with Paragraphs 4, 8, or 12 of this Agreement, or as a result of the Seller's default under Paragraph 13 of this Agreement, the Seller shall return the Deposit to the Buyer. In the event that Buyer fails to close the sale for any other reason, the Deposit shall be retained by the Seller.
- b. **Balance.** The balance of the purchase price shall be paid at the time of closing by wire transfer from a financial institution as defined in Section 655.005, F.S., to the closing agent designated by the Buyer in accordance with Paragraph 5 herein.

5. **Closing, Expense, and Escrow/Title Agent.** This Agreement shall be closed no later than NINETY (90) days from the Effective Date referenced in Paragraph 2, unless this Agreement is terminated, or unless the failure to close was the result of a material breach by the Seller or one of the permitted exceptions, in Paragraphs 4, 8, 12, or 13 of this Agreement. The following are additional details of closing:

- a. **Time and Place.** The date, time, and place of closing shall be set by the Seller.
- b. **Conveyance.** At closing, the Seller will deliver to Buyer a fully executed Warranty Deed ("Deed") conveying the Property and improvements in "AS IS, WHERE IS CONDITION."
- c. **Expenses.** Buyer shall be responsible for paying all closing costs associated with the Property including, but not limited to, Buyer's survey costs, documentary stamp tax on the Deed, recording fees, and Buyer's attorney's fees. Seller shall be responsible for an owner's title insurance policy and Seller's attorney's fees.
- d. **Escrow/Title Agent.** The Buyer has designated Mark Geiger at Vantage Point Title, 18167 U.S. 19 N, Floor 3, Clearwater, FL, 33764 as the escrow agent and title company for closing. The Parties shall equally pay any costs charged by such company or agent for this closing service. If Buyer obtains a survey of the Property, nothing contained therein shall affect the purchase price or the terms of this Agreement.



6. **Real Estate Taxes.** For purposes of this Agreement and transaction, Buyer is considered a governmental entity and is therefore exempt from taxes. Seller shall be responsible for any tax implications, if any, for the transaction. This transaction is taken under threat of condemnation and the Warranty Deed shall state the same.

7. **Condition of the Property.** Buyer agrees to accept the Property in "AS IS, WHERE IS CONDITION." The Seller makes no warranties or representations whatsoever as to the condition of the Property or improvements located thereon, or the fitness of either for any particular use or purpose.

8. **Contingency.** The sale of the Property is contingent upon Florida Power & Light conveying to Buyer a perpetual agreement for access. Seller shall provide and assist Buyer with obtaining approval of said access agreement.

9. **Due Diligence Period.** Buyer will, at Buyer's expense, determine whether the Property is suitable for Buyer's intended use and development within SEVENTY-FIVE (75) days from the Effective Date of this Agreement ("Due Diligence Period").

- a. During the Due Diligence Period, Buyer may conduct any tests, analyses, surveys, inspections, and investigations which Buyer deems necessary to determine to Buyer's satisfaction the suitability of the Property for Buyer's intended use and development. Buyer will deliver written notice to the Seller prior to the expiration of the Due Diligence Period of Buyer's determination of whether the Property is acceptable. If Buyer fails to comply with this notice requirement, Buyer will be deemed to have waived any objection to the suitability of the Property for Buyer's intended use and development and to have accepted the Property in its present "AS IS, WHERE IS CONDITION."
- b. If Buyer determines that the Property is not acceptable, Buyer must include the specific reasons therefore in its notice to the Seller. The Seller shall have FIFTEEN (15) days from receipt of Buyer's notice to cure the specified deficiencies. If the deficiencies are identified by a survey, the survey must meet the requirements for a **Certified Boundary Survey in accordance with Chapter 472, F.S.**, and must be provided to the Seller for review. If the deficiencies are identified in a Title Insurance Commitment, the Title Insurance Commitment and supporting documentation must be provided to the Seller for review. If the Seller fails to cure the deficiencies to the reasonable satisfaction of the Buyer, its attorney or the Buyer's title insurance company within the fifteen-day cure period, Buyer may either terminate this Agreement or proceed to closing in the same manner as if no deficiencies had been found.

- c. Buyer may contact the Seller to arrange access to the Property for Buyer, its agents, contractors, and assigns for the purpose of conducting such tests, analyses, surveys, inspections, and investigations. Buyer will indemnify and hold the Seller harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer.

10. **Evidence of Title.** Buyer requires evidence of title and determine insurability of title or waive insurable title, within the Due Diligence Period specified in Paragraph 8 and subject to the same notices and waivers.

11. **Additional Documents to be Delivered at Closing.** At the Closing, Seller shall execute and acknowledge where necessary, and deliver to Buyer, in addition to the Easements and other documents mentioned elsewhere here, the following:

(a) An affidavit establishing that there are no liens or lien rights for services, labor, or materials furnished to or for the improvement of the Property; that there are no unrecorded possessory or other interests in or agreements affecting the Property of any kind; and that Seller is in sole possession of the Property.

(b) An affidavit acknowledging that the sale of the Property includes any and all improvements located thereon.

(c) An affidavit showing an exemption from the withholding requirements of Section 1445 of the Internal Revenue Code of 1954, as amended.

(d) All other instruments and documents required by the Title Company affecting title to or possession of the Property and necessary to transfer or assign the same to Buyer, as required by this Agreement.

(e) Buyer to provide Seller a letter of no objection to the Seller's future permit applications for mining operations on lands immediately adjacent to, but not within, the Property.

(f) Seller shall deliver such entity documents, certificates, affidavits and instruments as may reasonably be required by Buyer or the Title Company evidencing that Seller is in good standing in the state of its organization and evidencing the authority of the persons executing the various documents on behalf of Seller in connection with the closing of this transaction. Such instruments may include, without limitation, certificates of good standing, articles of incorporation/organization, bylaws, operating agreement and corporate or partnership resolutions and authorizations appropriate as to the status of Seller.

12. **Operation of Property during Agreement Period.** Prior to closing, the Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to the Effective Date of this Agreement and will take no action that would adversely impact the Property.

13. **Risk of Loss.** In the event of any substantial damage to the Property (in excess of \$5,000.00) between the Effective Date of this Agreement and the date of closing, the Seller shall have the option of restoring the damaged Property to its condition immediately prior to the occurrence causing the damage, in which event, Buyer shall complete this transaction as originally planned. If these repairs are not completed prior to the closing date, closing will be extended until such time as the repairs are completed. If the Seller elects not to restore the damaged Property, Buyer's sole remedy shall be the right to terminate this Agreement by giving written notice to the Seller or, alternatively, to proceed to closing on the Property, as damaged, without adjustment to the purchase price. In the event of any lesser damage (\$5,000.00 or less), the Parties shall proceed to closing as though no damage had occurred.

14. **Default.** If Buyer fails to close within NINETY (90) days from the Effective Date referenced in Paragraph 2, the Seller shall grant Buyer an extension of THIRTY (30) days from the Effective Date to close. In the event Buyer fails to close after the extension referenced herein, then Seller shall retain the Deposit, this Agreement shall terminate, and the Parties shall be relieved of all rights and obligations herein. If, for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Agreement, Buyer may seek specific performance without thereby waiving any action for damages resulting from Seller's breach. These shall be the sole remedies of the parties in the event of default under this Agreement.

15. **Attorney's Fees and Costs.** Except as provided in Paragraph 8 herein, in any claim or controversy arising out of or relating to this Agreement, each Party agrees to bear its own attorney's fees and costs up to and including any appeals.

16. **Notices.** All notices will be in writing and may be delivered by mail, overnight courier, or personal delivery. The Parties agree to send all notices to the addresses specified in the introductory clause; and as to the Buyer, a copy of any such notice shall also be sent to the attention of Doug Manson, Esq. at Manson Bolves Donaldson Varn, PA, 109 N. Brush Street, Suite 300, Tampa FL 33606. Notice is effective upon receipt.

17. **Successors.** Upon execution of this Agreement by the Parties, this Agreement shall be binding upon and inure to the benefit of the Parties' heirs, successors, and assigns.

18. **Recording.** Neither this Agreement nor any notice of it may be recorded in any county by any person.

19. **Assignment.** This Agreement shall not be assigned by the Parties without prior written consent of both Parties.

20. **Time of Essence.** Time is of the essence in the performance of this Agreement.

21. **Amendment.** This Agreement contains the entire agreement and all representations of the Parties. No amendment of this Agreement will be effective unless reduced to writing and signed by the Parties. The Parties agree that if, in the opinion of the Seller, it becomes necessary to amend the Property description to correct errors, or to more properly describe the Property, or to otherwise revise the description of the Property, the description to be used in the survey (if any) and in the closing instruments required by this Agreement for the Property shall be revised by or at the discretion of the Seller, and shall be subject to the final approval of the Seller. Anything to the contrary hereinabove notwithstanding, such a revision of the description of the Property shall not require a written amendment to this Agreement. In such an event, the Seller's execution and delivery of the closing instruments containing the revised description and the Buyer's acceptance of said instruments and of the final survey (if any) containing the revised description shall constitute a full and complete ratification and acceptance of the revised description of the Property by the Parties.

22. **Electronic/Facsimile Signature.** The Seller agrees that this Agreement may be executed by Buyer by electronic signature in a manner that complies with Chapter 688, F.S. This Agreement and any documents relating to it may be executed and transmitted to any other party by facsimile, which facsimile shall be deemed to be, and utilized in all respects as, an original, manually executed document.

23. **Mineral Rights.** Buyer, by signature of this Agreement, hereby requests that all mineral interests owned by the Seller in the Property be transferred to Buyer as provided in Section 270.11(3), F.S.

24. **Public Records.** Buyer acknowledges that documents relating to this Agreement are subject to the Public Records Act, Chapter 119, F.S. This Paragraph shall survive termination of this Agreement.

25. **Cancellation.** Failure by either Party to comply with the terms of this Agreement shall be deemed a breach of contract claim against the non-breaching party and shall, at the non-breaching party's sole and absolute discretion.

26. **Third Party Beneficiaries.** Nothing in this Agreement shall be construed to benefit any person or entity not a Party to this Agreement.

27. **Venue and Governing Law.** This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida. Venue shall be in Sarasota County, Florida. This Paragraph shall survive termination of this Agreement.

28. **Severability.** In the event that 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 said provision had never been contained in it.

29. **Miscellaneous.**

(a) This Agreement constitutes the entire agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the terms of this Agreement. No rights or duties, unless incorporated in this Agreement, shall be binding upon the parties hereto.

(b) This Agreement and the interpretation and enforcement of the same shall be governed by and construed in accordance with the laws of the State of Florida.

(c) This Agreement shall be binding upon, and its benefits and advantages shall inure to the successors and assigns of the parties hereto.

(d) No amendment, modification, or alteration of the terms of this Agreement shall be binding unless such amendment, modification, or alteration is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

(e) Seller has no knowledge of any contamination or potential thereof on the Property.

[SIGNATURE PAGES TO FOLLOW]



**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the date and year set forth below.

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

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

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

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

Date: \_\_\_\_\_

**Seller: RJB PARTNERS, LLC**

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

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

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

Date: \_\_\_\_\_

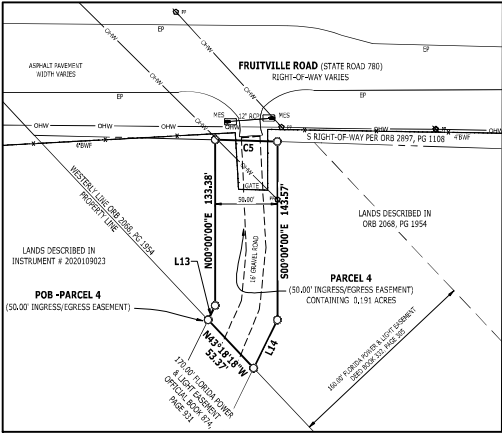
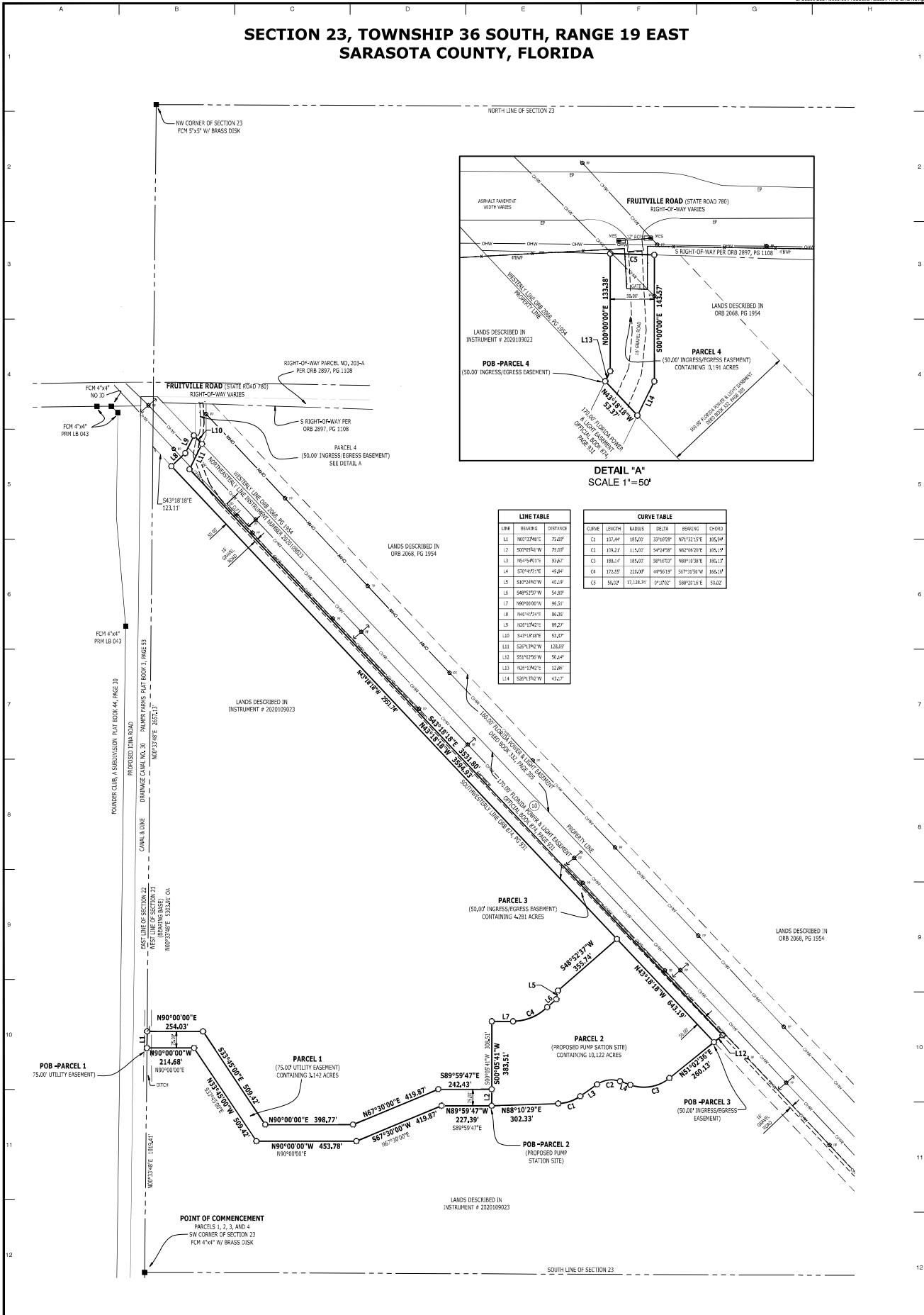
Exhibits A, B, C  
[TO BE ATTACHED]

**TAB C**  
**Survey Aerial with Property and Easements**





**SECTION 23, TOWNSHIP 36 SOUTH, RANGE 19 EAST  
SARASOTA COUNTY, FLORIDA**

Z:\002\36\20210000\00\Production\Bases\PRRS-INDY.dwg



**DETAIL "A"**  
SCALE 1"=50'

LINE TABLE			CURVE TABLE					
LINE	BEARING	DISTANCE	CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
L1	N02°19'40"E	752.07'	C1	107.44'	845.00'	337°14'00"	N71°13'15"E	855.49'
L2	S89°59'47"W	272.07'	C2	106.21'	1155.00'	547°49'57"	N86°46'20"E	855.19'
L3	N05°54'15"E	752.07'	C3	106.21'	1845.00'	50°14'27"	N80°18'30"E	863.17'
L4	S70°14'17"E	424.81'	C4	172.165'	224.00'	44°16'27"	S07°13'50"W	186.16'
L5	S89°59'47"W	453.78'	C5	59.12'	17,126.70'	0°12'02"	S89°23'18"E	53.02'
L6	S48°32'37"W	543.87'						
L7	N00°00'00"E	95.51'						
L8	N46°14'24"E	363.33'						
L9	N01°13'42"E	89.27'						
L10	S49°18'48"E	53.31'						
L11	S24°14'42"W	138.09'						
L12	S51°10'50"W	50.14'						
L13	N01°13'42"E	124.81'						
L14	S24°14'42"W	43.17'						

JOB NO: 2021-0000-00 DATE: 7/01/2022 <p align="center"><b>2 OF 2</b></p>	<b>PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY PHASE 3C PUMP STATION</b>				WADE TRIM	 4921 Memorial Highway One Memorial Center, Suite 300 Tampa, Florida 33634 Phone: (813) 886-8811 www.ardurra.com License #21610																						
BOUNDARY SURVEY			<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>REVISION</th> <th>BY</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>		NO.	DATE	REVISION	BY																				
NO.	DATE	REVISION	BY																									



**TAB D**  
**Property Appraisals**

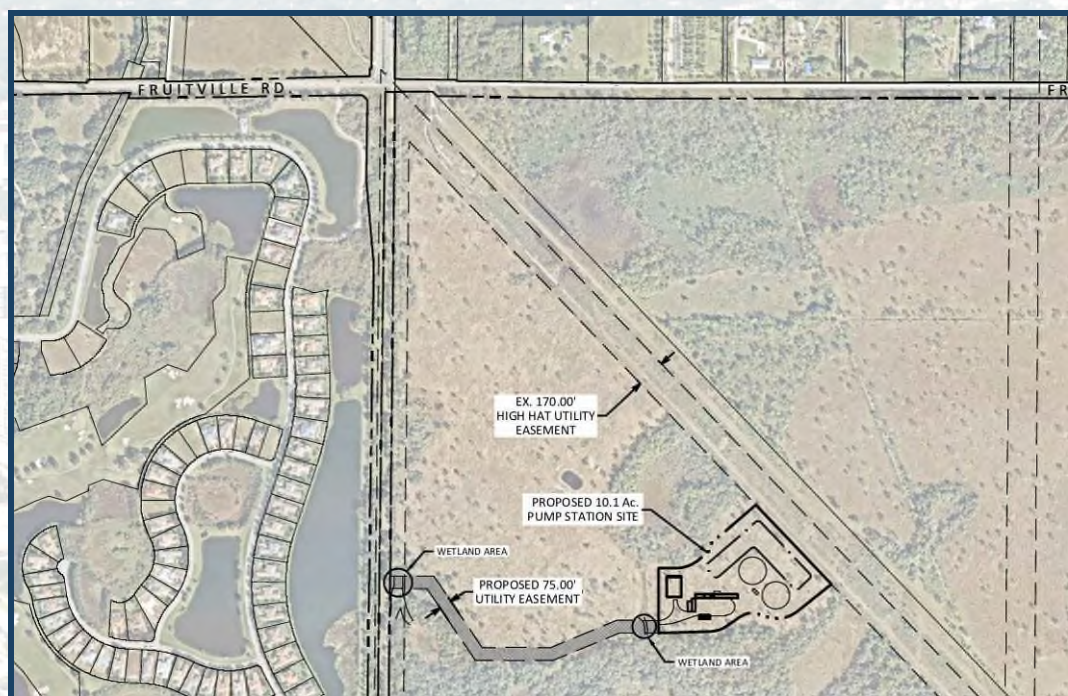


# Entreken Associates, Inc.

Real Estate Appraisal & Advisory Services

## An Appraisal Report

Sarasota Land  
Cow Pen Slough Rd  
Sarasota, Sarasota County, FL



### Prepared By:

Entreken Associates, Inc.  
1100 16th Street North  
Saint Petersburg, Florida 33705  
EAI File #: 20220141

### Prepared For:

Ms. Arlena Dominick  
Right of Way Acquisition Support Services  
Ardurra  
4921 Memorial Highway, Suite 300  
Tampa, FL 33634

May 27, 2022

Ms. Arlena Dominick  
Right of Way Acquisition Support Services  
Ardurra  
4921 Memorial Highway, Suite 300  
Tampa, FL 33634

**Re:** An Appraisal Report  
Cow Pen Slough Rd  
Sarasota, FL 34240

Dear Ms. Dominick:

At your request, Entreken Associates, Inc. ("EAI") has prepared an Appraisal Report of the above-referenced property for the purpose of estimating the value of the Fee Simple interest of the real estate asset, as is, as of the effective date of value.

The subject property is located approximately four miles east of I-75 and approximately 2,400' south of Fruitville Rd in Sarasota County . The subject property is a 10.1+/- acre tract of vacant land to be developed with a pump station and a 75' access easement that totals 3.143+/- acres within a larger 244.64+/- acre site. See the Site Plan in the Addenda for layout. The subject property's parent tract is identified by the Sarasota County Property Appraiser as Parcel Number(s) 0223-00-2010. The subject property is more fully described in the body of this report.

To the best of our knowledge and belief, our analyses, opinions, and conclusions were developed, and this report has been prepared in conformance with the standards and reporting requirements set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), as promulgated by the Appraisal Standards Board of the Appraisal Foundation; the FDIC Market Value Definition; the Appraisal Institute's Code of Ethics and Standards of Professional Practice; Title XI of the Federal Financial Institution Reform, Recovery, and Enforcement Act of 1989 (FIRREA), the Interagency Appraisal and Evaluation Guidelines; as well as our understanding of the appraisal guidelines of Ardurra.

The intended users of this report are Ardurra, Peace River Manasota Regional Water Supply and Sarasota County. The intended use of this report is for Peace River and Sarasota County to use as a basis for establishing a market value of the subject. No other users or use is intended or authorized by Entreken Associates, Inc. The scope of this assignment is restricted to the specific identified intended use and user noted above. Under no circumstances, shall any of the following parties be entitled to use or rely on the appraisal or this appraisal report: (i) the borrower(s) on any loans or financing relating to or secured by the subject property, (ii) any guarantor(s) of such loans or financing, or (iii) principals, shareholders, investors, members or partners of such borrower(s) or guarantor(s).

After careful consideration of all factors pertaining to and influencing value, the data and analysis thereof firmly supports the following final value opinion(s) for the subject real estate as of the following date(s):

**Summary of Values**

---

	<b>As Is Fee Simple Market Value</b>
<b>Effective Date of Value</b>	May 6, 2022
<b>Market Value Indication</b>	\$2,100,000

---

It has been a pleasure to assist you in this assignment. If you have any questions concerning the analyses, or if Entreken Associates, Inc., can be of additional service, please contact us.

Respectfully submitted,

Entreken Associates, Inc.



Wesley Sanders, MAI, AI-GRS, CCIM  
Senior Managing Director  
Florida State-Certified General  
Real Estate Appraiser No. RZ2911  
wsanders@eai-rea.com  
727.256.8025

**Tampa Bay Office**

1100 16<sup>th</sup> St N, St. Petersburg, FL 33705  
<http://entrekenassociates.com>

**Florida Keys Office**

2409 N Roosevelt Blvd, Ste. 1, Key West, FL 33040  
Ph. (305) 767-3410  
<https://floridakeysappraisals.com>

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# Summary of Salient Facts and Conclusions

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## Property Information

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Client File No.:	None
Address:	TBD Cow Pen Slough Rd
City:	Sarasota
State:	FL
Zip Code:	34240
County:	Sarasota
Latitude & Longitude:	27.33110, -82.37716
Ownership Entity:	RJB Partners LLC & JDCK Operations LLC
Entreken File No.:	20220141

## Site Information

---

Gross Land Area (Acres):	10.117
Gross Land Area (Sq. Ft.):	440,698
Net Land Area (Acres):	10.117
Topography:	Gently Sloping
Shape:	The site is irregular in shape
Flood Zone:	X
Zoning Designation:	OUE

*\*The gross land area does not include the 75' easement that totals 3.143 acres.*

## Highest and Best Use Conclusions

---

As Vacant:	Agricultural use until residential development plans are approved
As Improved:	N/a

## Summary of Values

---

	As Is Fee Simple Market Value
Effective Date of Value	May 6, 2022
Market Value Indication	\$2,100,000

---

### Extraordinary Assumptions:

- There are no extraordinary assumptions for this appraisal.

### Hypothetical Conditions

- There are no hypothetical conditions for this appraisal.

### Projected Exposure and Marketing Time

Exposure time is estimated at 5-7 months for the subject property. Marketing time is estimated at 5-7 months for the subject.

# Scope of Work

---

According to the Uniform Standards of Professional Appraisal Practice, it is the appraiser's responsibility to develop and report a scope of work that results in credible results that are appropriate for the appraisal problem and intended user(s). Therefore, the appraiser must identify and consider:

- the client and intended users;
- the intended use of the report;
- the type and definition of value;
- the effective date of value;
- assignment conditions;
- typical client expectations; and
- typical appraisal work by peers for similar assignments.

## Client, Purpose, Intended Use and User

The client of this report is Ardurra and the intended users of this report are Ardurra, Peace River Manasota Regional Water Supply and Sarasota County. The purpose of the appraisal is to estimate market value of the subject property to be acquired by Peach River and Sarasota County. The intended use of this report is for Peace River and Sarasota County to use as a basis for establishing a market value of the subject. No other use is intended or authorized by Entreken Associates, Inc. The scope of this assignment is restricted to the specific identified intended use and user noted above. Under no circumstances, shall any of the following parties be entitled to use or rely on the appraisal or this appraisal report: (i) the borrower(s) on any loans or financing relating to or secured by the subject property, (ii) any guarantor(s) of such loans or financing, or (iii) principals, shareholders, investors, members or partners of such borrower(s) or guarantor(s).

## Intended User Reliance Language

None.

## Report Type

This is an Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(a) of the 2018-2019 USPAP Report Definitions. This format provides minimal summary of the appraisal process, subject and market data and valuation analyses. The supporting documentation is retained in our files.

This analysis was prepared in an Appraisal Report with Summary Format. Additional supporting documentation is retained in our workfile and database. The significant elements of scope included the following: Inspection of the subject property. Collection, verification, and analysis of market data through searches of our in-house sales database, and multiple subscription-based sales databases. The most probable buyer for the subject property is a local developer, and the Sales Comparison Approach was used as it is the most applicable for the subject in the current market. It is our opinion that the scope of research and analysis associated with an Appraisal Report is adequate to produce a credible value conclusion that will serve the needs of the client.

## Market Area and Analysis of Market Conditions

A complete analysis of market conditions has been made. We maintain and have access to comprehensive databases for this market area and have reviewed the market for sales and listings relevant to this analysis. The market overview is summarized within this report, while additional data is retained in our files and database.

## Highest and Best Use

A highest and best use analysis for the subject has been conducted. Physically possible, legally permissible and financially feasible uses were considered, and the maximally productive use was concluded.

## Property Identification

The subject has been identified by the legal description and the assessors' parcel number, as well as the provided survey and/or site plan.

## Property Rights Appraised

We have appraised the Fee Simple property rights of the subject property.

## Subject Inspection

Wesley Sanders, MAI, AI-GRS, CCIM has completed a visual observation of the subject's exterior on May 6, 2022.

## Use of Real Estate as of Effective Date of Value

As of the as is effective date of the appraisal, the subject was vacant land.

## Appraisal Process

Typically, the cost, sales comparison, and income approaches are used in determining the value of a property. The indicated value developed by these various approaches is weighed by the Appraiser based on the reliability of market data in determining the final value estimate.

## Income Capitalization Approach

The income approach measures the present worth of anticipated future benefits (net income) derived from a property. The approach develops the subject property's estimated net income during the remaining economic life of the improvements. It consists of estimated vacancy, gross income, expenses and other charges. The net income is capitalized to arrive at an indication of value. In the case of multi-tenanted properties, or where a property is not fully leased, a discounted cash flow (DCF) analysis may also be appropriate.

## Sales Comparison Approach

The sales comparison approach produces a value estimate by comparing the subject property to recent sales of similar properties in the same or competing market areas. Inherent in this approach is the principle of substitution. The comparative process involves judgment as to the similarity of the subject and the comparable sale with respect value factors such as the time of sale, land size, building size and quality of construction. The estimated value through this approach represents the probable price at which the subject property would be sold as of the date of value.

## Cost Approach

The cost approach considers the current cost of reproducing a property, less depreciation. The value of the land, as if vacant and available for development, is added to the depreciated cost in arriving at a value conclusion by the cost approach. This approach is based on the assumption that a purchaser is not warranted in paying more for a property than the cost of the land and duplicating the improvements.

## Applicable Appraisal Methods

The income capitalization approach was considered and was not developed because while the subject could generate an income stream, it would not maximize the site potential. The sales comparison approach was considered and was developed because there is adequate data to develop a value estimate and this approach reflects market behavior for this property type. The cost approach was considered and was not developed because it is not applicable for the vacant land value.

## Conformity

We developed our analyses, opinions and conclusions and prepared this report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute; the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA); and the requirements of our client as we understand them.

## Sources of Information

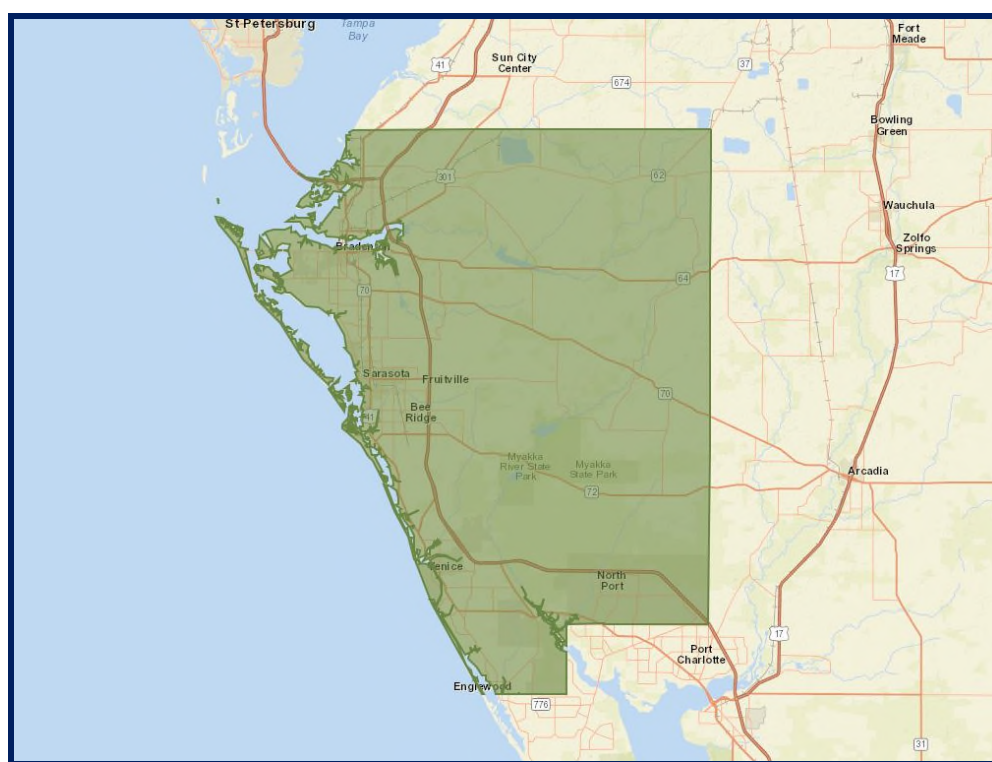
We obtained information from public records, the client, property contact, and a variety of sources as noted throughout the report.

# Regional Analysis

## North Port-Bradenton-Sarasota Metropolitan Area Analysis

### Overview

The subject property is located in Sarasota, Sarasota County, Florida, within the North Port-Bradenton-Sarasota Metropolitan Statistical Area (MSA). The North Port-Bradenton-Sarasota MSA consists of Sarasota and Manatee Counties. It includes the major municipalities of Bradenton, located in Manatee County. It also includes the municipalities of Sarasota and North Port, both located in Sarasota County. Because the subject benefits from the strength of the area, an overview of the market is appropriate, followed by a description of the community in which the subject is located. The North Port-Bradenton-Sarasota MSA is located in west central Florida on the Gulf of Mexico and encompasses 6,137 square miles. The MSA is located along the Interstate 75 corridor, which stretches as far north as Cincinnati and travels southeast to Miami. The interstate highway also travels through Lexington, Kentucky; Chattanooga, Tennessee; Atlanta, Georgia; Ocala, Florida; Tampa, Florida and through Fort Myers, Florida. The area is situated along the Gulf of Mexico and has an excellent highway system, which includes Interstates 4, 75, 175, 275 and 375. The area is located approximately 60 miles south of Tampa and approximately 75 miles north of Fort Myers.



**REGIONAL MAP**

### General Description

Manatee County was founded in 1855. The county seat, Bradenton, was founded in 1903. It totals 14.44 square miles, made up of 12.11 square miles of land and 2.33 square miles of water. The average elevation is 6 feet. Barrier islands along Manatee County, across the Intracoastal Waterway include Longboat Key and Anna Maria Island. Immediately south of Bradenton is Sarasota, part of Sarasota County, with University Parkway being the county line.

Sarasota is the county seat of Sarasota County. The city was incorporated in 1913. The city totals 25.9 square miles with 14.9 square miles being land and 11.0 square miles of water. It is located along the east side of the Sarasota Bay with an elevation of 16 feet. Across Sarasota Bay are the barrier islands Siesta Key, Lido Key, and Longboat Key.



## MSA AT A GLANCE - NORTH PORT-SARASOTA-BRADENTON FL

Traditionally, the Sarasota metro and its economy have been defined by a large population of affluent retirees, with individuals aged 60-69 years old comprising 17% of the metro's population. The area's tourism is known for its dynamic art scenes and exceptional beaches including Siesta Key, Nokomis, Longboat Key, and Anna Maria Island. As for real estate, construction cranes never left the skyline for years, making the future of the economy brighter.



Average Annual Rainfall: 54"  
Average Rainfall Days: 8 days  
Average Sunshine: 10 days



Annual High Temperature: 81.8 F  
Annual Low Temperature: 64.2 F  
Average Annual Temperature: 73.0 F

### Economic Drivers



Beaches



Arts

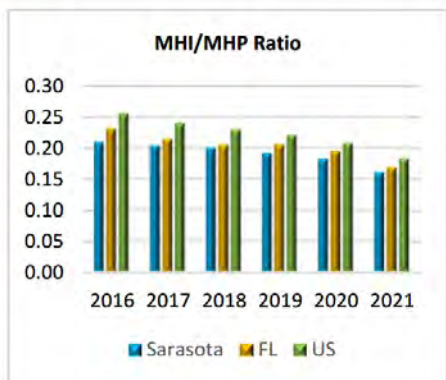
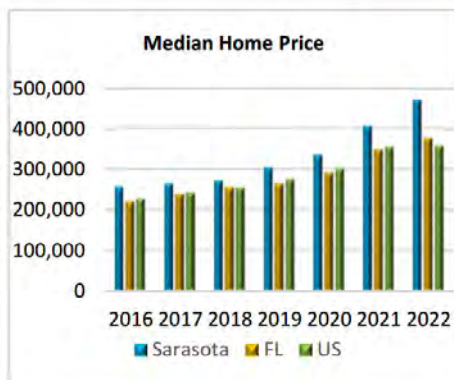
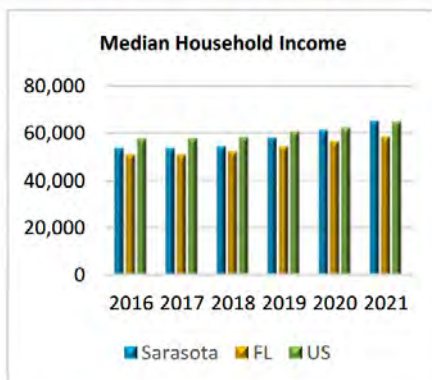
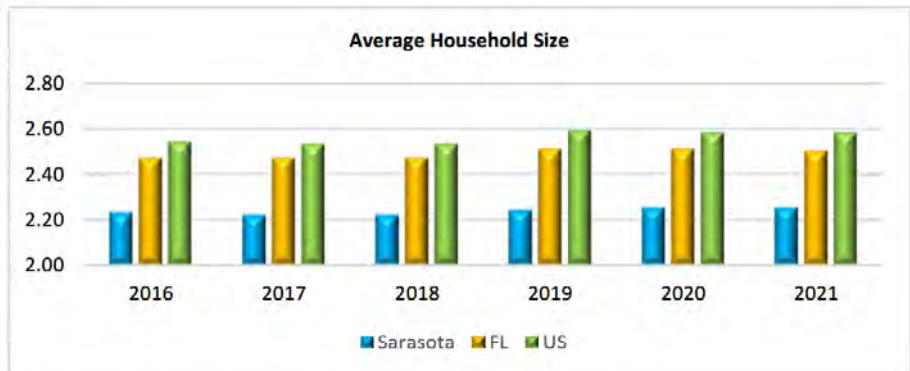
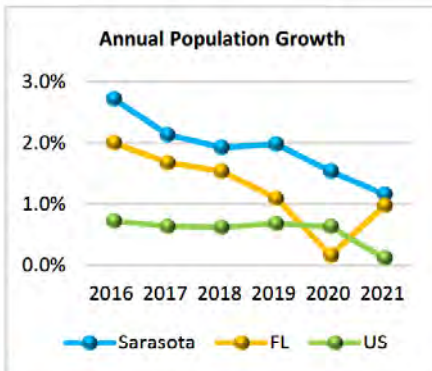
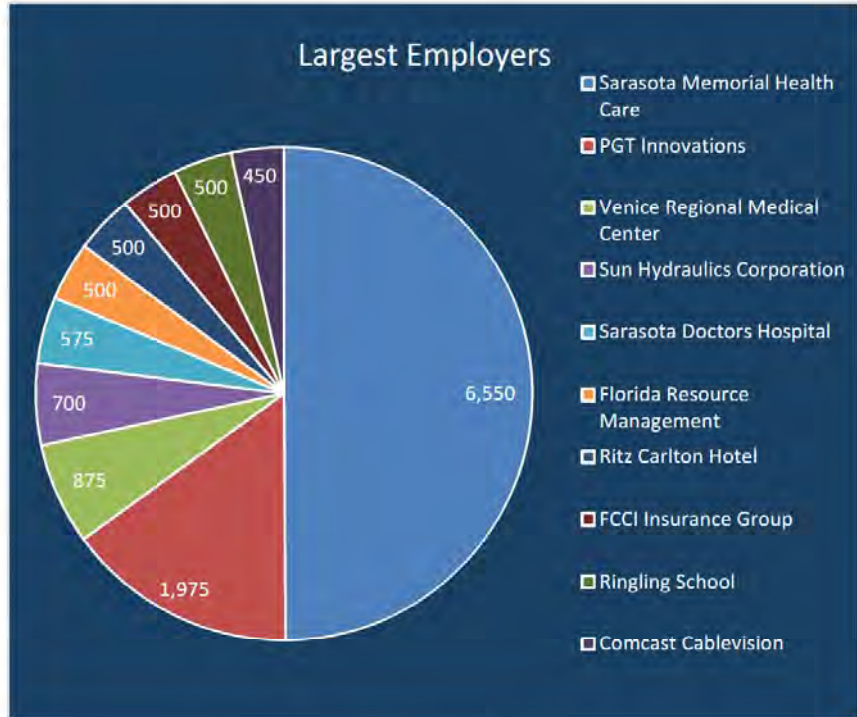


Education

Part of the strengths of Sarasota's metro is its good schools, arts, beaches, and infrastructure. Statistics show that the region is attracting more creative minds, supported by an in-migration of approximately 29,000 people in 2021. The largest universities noted in the area are State College of Florida-Manatee Sarasota, Manatee Technical Institute, and University of South Florida. Several tech-driven companies are also

### Key Demographics

- In 2021, the Sarasota metro area had approximately 866,000 residents, and currently stands 5<sup>th</sup> in the metro rankings across Florida.
- The median household income for the area is \$64,997 and is \$6,535 greater than the state average.
- The average household size is 2.25
- The median price of homes that sold is \$500,000. The median list price of homes as of May 2022 was \$480,000
- Since 2015, the ratio of Median Household Income to Median Home Price has decreased in Sarasota and across Florida, indicating less home affordability, while the same ratio was stable across the US.



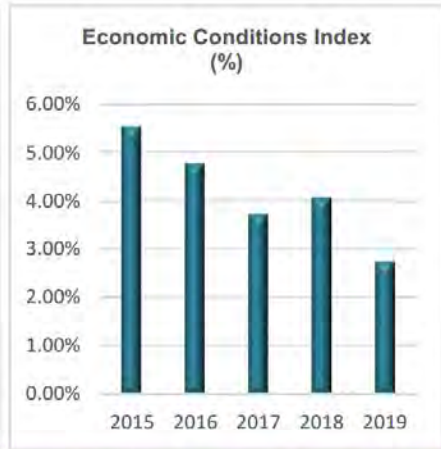
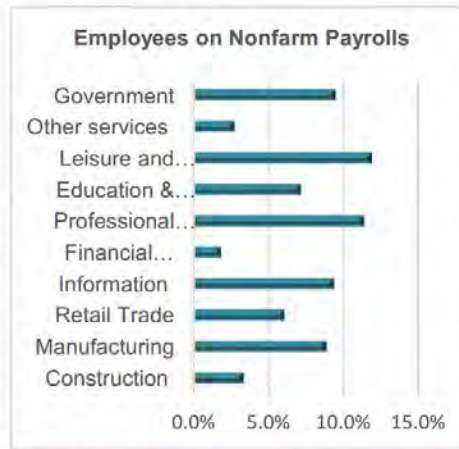


## Employment

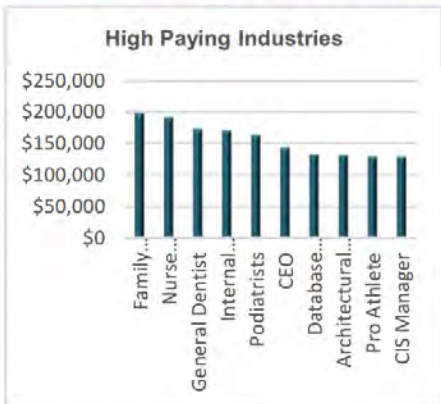
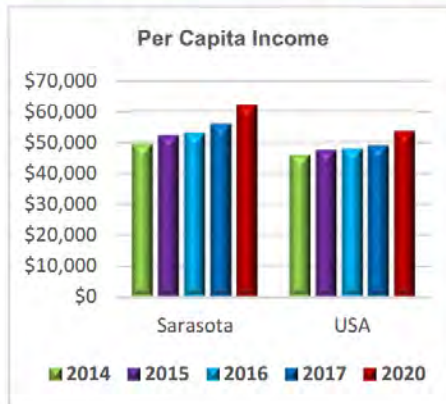
The Sarasota metro's unemployment rate decreased to 3.1% in January 2022 according to the Bureau of Labor and Statistics figures. The losses slowed in mid-2020 as Florida re-opened businesses, but much of leisure, hospitality and tourism industries had ground to a halt. Among the other hardest hit industries were health care, social assistance, retail trade, professional and business services, and construction. Health care job loss may seem unexpected, but the sector lost at least 43,000 jobs nationally, according to the report. Since mid-2020, these industries have recovered, and Florida unemployment now well outpaces the national average.

## Income

A typical individual works an average of 31.9 hours per week, which has been at its most reduced since the year 2010. While the number of productive hours was lessened, the average income earned by an individual progressively increased. Sarasota metro finished off at \$64,997 by the end of 2021 and has contributed to the improvement of the residents' household income. Households in all classes are getting increases in their respective earnings, particularly the ones with 45-64 years old.



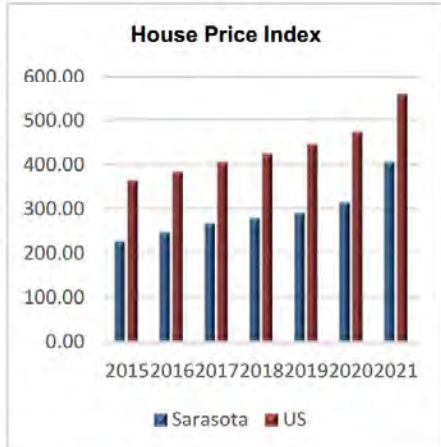
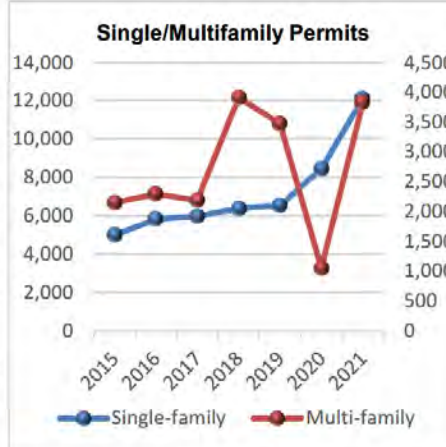
ECONOMIC INDICATORS	2016	2017	2018	2019	2020	2021
Gross Domestic Product (% change)	3.5	4.0	6.4	6.2	1.3	-
Total Employment (% change)	3.3	3.1	2.2	1.3	-4.4	8
Unemployment Rate (%)	4.3	3.5	3.3	2.7	5.4	2.5
Personal Income Growth (\$ in ths)	52.9	55.8	58.1	59.9	62.0	-
Median Household Income (\$ in ths)	53.6	54.3	56.1	57.9	57.9	57.9
Population (# in ths)	788.9	805.5	820.9	837.9	837.1	859.8
Net Migration (# in ths)	21.3	17.4	17.2	19.9	5.1	29.1
Single-family Permits (# in ths)	5.8	5.9	6.3	6.5	8.4	12.1
Multi-family Permits	2,290	2,190	3,906	3,467	1,056	3,818
House Price Index (1995Q1=100)	246.92	265.79	278.32	290.22	312.98	404.38



## Housing

Focusing on the housing's economic effect, the more prominent number of homes under development as of 2021 were single-family. There were 12,106 dwelling units built at an average value of \$276,400 per dwelling unit. Single-family permits increased approximately 43% from 2020. The number of multifamily units permitted (in 5+unit complexes) was 3,504, which increased from 2019 by almost 8%, and was up 32% from the 5-year average of 2,653 units per year.

The creation of homes produces a huge impact to Sarasota's commitment to society as it generates new jobs. This will likewise draw in investors, given the economy that the area offers.



Sources: Sarasota EDC, Dept. of Numbers, FRED Economic Research, BLS, Data USA, Texas A&M REC, Census Bureau

## North Port-Sarasota-Bradenton Metropolitan Statistical Area (MSA)

The North Port-Sarasota-Bradenton MSA is sometimes considered part of the Greater Tampa Bay area. This area is the 71<sup>st</sup> largest metropolitan area in the United States and the 5<sup>th</sup> largest metropolitan area in the state of Florida. Currently, the area maintains a strong presence in various fields including finance, health care, information technology, higher education and research, and avionics, defense and marine electronics.

### Linkages

Interstate 75 traverses north and south through the center of the county. This limited-access highway provides access to Tampa to the north and Fort Myers to the south. Interstate 75 is shadowed by State Route 93. U.S. Highway 41 is a full-access highway that travels north and south through the western portion of the county and hugs the gulf coastline. U.S. Highway 301 is located in the northern portion of the county and provides access to the north to Bradenton. There are several state and county roadways that traverse the county and provide access to suburban and rural areas. Overall, the linkages through the county are considered good with adequate access to neighboring communities and cities.

### Transportation

There are six airports located within Sarasota County including the Sarasota-Bradenton International Airport, Venice Municipal Airport, Schwartz Farms Inc. Airport, Lowes Airport, Hidden River Airport and Buchan Airport. Mass transit is provided by the Sarasota County Area Transit, which operates approximately 38 lines throughout the cities of Sarasota, Venice, North Port, the Town of Longboat Key, and other communities of Sarasota County. The bus service currently has 24 routes and operates Orion I and Orion V buses, as well as 10 hybrid BRT buses.

Eight airlines offer service out of Sarasota-Bradenton International Airport (SRQ) to locations primarily in the United States and Canada. The airport serves more than one million passengers per year. The FAA awarded a grant in August 2014 to SRQ of more than \$9.1M to finish construction of a new air traffic control tower, renovate terminals and airfield taxi lanes, and expansion of the U.S. Customs & Border Protection facility.

Port Manatee also serves the area and is located approximately 14 miles north of the Sarasota-Bradenton International Airport near the Manatee-Hillsborough County line. It is one of Florida's largest ports and the closest U.S. deep-water seaport to the Panama Canal. The port offers more than 1 million square feet of public warehouse and office space, featuring refrigerated and freezer space. Port Manatee is a Foreign Trade Zone and offers importers, exporters and manufacturers the ability to defer, reduce or eliminate duties on goods.

### Population

Population characteristics relative to the subject property are presented in the following table.

	2021 Population	2026 Population Estimation	2021-2026 Population: Annual Growth Rate
<b>North Port-Bradenton-Sarasota</b>	<b>866,000</b>	<b>942,967</b>	<b>1.72%</b>
<b>Florida</b>	<b>21,733,419</b>	<b>23,197,833</b>	<b>1.31%</b>
<b>USA</b>	<b>333,934,112</b>	<b>345,887,495</b>	<b>0.71%</b>

The MSA is forecasted to have an annual population growth rate of 1.72% per year. This is well above the state of Florida at 1.31% and the US at 0.71%. The additional population should continue to increase demand for all types of real estate in the area.

## Employment

The Sarasota unemployment rate was at 3.1% as of January 2022, according to the Bureau of Labor and Statistics figures. The losses slowed in mid-2020 as Florida re-opened businesses, but much of the leisure, hospitality and tourism industries had ground to a halt. Among the other hardest hit industries were health care, social assistance, retail trade, professional and business services and construction. Health care job loss may have seemed unexpected, but the sector lost at least 43,000 jobs nationally, according to the report. Since mid-2020, these industries have recovered, and Florida unemployment now well outpaces the national average.

The following table exhibits current and past unemployment rates as obtained from the Bureau of Labor Statistics. Overall, the Sarasota MSA boasts one of the lowest unemployment rates for metropolitan statistical area. Additionally, the metro had a lower unemployment rate comparative to the nation and state. This illustrates the resilience of the Sarasota MSA economy.

Unemployment Rates							
Area	YE 2016	YE 2017	YE 2018	YE 2019	YE 2020	YE 2021	Jan-22
North Port-Sarasota-Bradenton, FL MSA	4.3%	3.5%	3.3%	2.7%	5.4%	2.5%	3.1%
Florida	4.5%	3.8%	3.4%	2.6%	6.3%	2.9%	3.5%
United States	4.7%	4.1%	3.9%	3.6%	6.7%	3.9%	4.0%

The following table provides the employment by industry for Sarasota MSA.

Employment by Industry North Port-Sarasota-Bradenton MSA		
Industry	Feb-22	Percent of Employment
Mining/Logging/Construction	27,700	8.26%
Manufacturing	18,400	5.49%
Trade, Transportation, Utilities	64,000	19.08%
Information	3,500	1.04%
Financial Activities	16,500	4.92%
Professional and Business Services	52,700	15.71%
Education and Health Services	59,800	17.83%
Leisure and Hospitality	47,000	14.01%
Other Services	14,800	4.41%
Government	31,000	9.24%

## Major Employers

The following table indicates the major employers within the Sarasota MSA.

Major Employers North Port-Sarasota-Bradenton MSA	
Company	No. of Employees
Sarasota Memorial Health Care	6,550
PGT Innovations	1,975
Venice Regional Medical Center	875
Sun Hydraulics Corporation	700
Sarasota Doctors Hospital	575
Florida Resource Management	500
Ritz Carlton Hotel	500
FCCI Insurance Group	500
Ringling School	500
Comcast Cablevision	450

**COVID-19 Employment impact:** The coronavirus pandemic and the unprecedented economic shutdown had a profound impact in the Sarasota metro, as it has nationwide, in the short-term. Florida's Safer-at-Home order went into effect on April 3<sup>rd</sup>. The order allowed for loosely defined essential workers to continue working.

Most states experienced a similar shut-down, which triggered a round of stimulus checks and enhanced unemployment benefits. Florida Governor Ron DeSantis partially reopened the State on May 4th, 2020 and continued to open more sectors over the next few weeks and months. Unemployment in the North Port-Sarasota-Bradenton MSA was at 13.6% in the second quarter 2020, compared to 11.7% in Florida and 11.1% in the US, overall.

Considering the modest tourism industry in the North Port-Sarasota-Bradenton MSA compared to Florida in general, employment rapidly increased after the re-opening. Overall, due to the diverse workforce and strong economy before the COVID-19 outbreak with a 2.7% unemployment in the MSA in February 2020, unemployment has receded to 2.5% as of the end of the fourth quarter.

**Median Household Income**

Total median household income for the region is presented in the following table. Overall, the subject's county is similar to the MSA, above the state and below the nation.

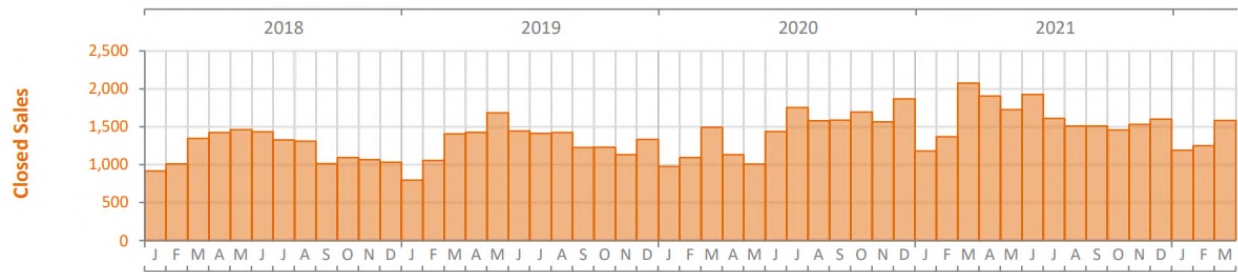
	2021 Median Household Income	2021 Average Household Income	2021 Per Capita Income
<b>North Port-Bradenton-Sarasota</b>	<b>64,997</b>	<b>92,589</b>	<b>40,671</b>
<b>Florida</b>	<b>58,462</b>	<b>83,820</b>	<b>32,917</b>
<b>USA</b>	<b>64,730</b>	<b>92,435</b>	<b>35,106</b>



## Housing

North Port-Sarasota-Bradenton MSA single family home sales represented a median sale price of \$500,000 for March 2022, which was 29.9% higher than the same period in 2021.

The chart below shows the March 2022 closed sales for the North Port-Sarasota-Bradenton MSA market.



From the Realtor Association of Sarasota and Manatee- “Spring is a popular time for the housing market. Between February and March of this year, there was a month-over-month increase in closed sales, pending sales, new listings, and inventory; indicating more activity in our market,” said 2022 RASM President Tony Veldkamp, a Senior Advisor at SVN Commercial Advisory Group. “Notably, the median sale price for single-family homes has reached a new threshold that may be out of reach for many buyers looking to enter the market; especially as interest rates continue to increase. We’ll be watching the effects of rising interest rates to determine if this is the start of the market beginning to settle down.” added Veldkamp.

Median sales prices for both single-family homes and condos rose year-over-year. Single family prices in the North Port-Sarasota-Bradenton MSA increased by 29.9 percent to \$500,000. Condo prices increased by 33.1 percent to \$355,000.

## Tourism

Tourism is a driving force in the North Port – Sarasota - Bradenton MSA with destination beaches including Anna Maria Island, Longboat Key, Lido Key and Siesta Key (named America’s best beach in 2011).

In Fiscal Year 2020 (October 2019 – September 2020), both direct expenditures and economic impact had decreased due to the coronavirus pandemic. There was a 19.3% decrease in visitors, but more than \$1.35 billion in direct expenditures from visitors and \$2.24 billion in total economic impact. With the addition of new hotel inventory, a continued commitment to targeted outreach in key markets, and strong partnerships with industry partners, the MSA it seemed to be a successful year for tourism in 2021-2022, for which numbers have not yet been published. Tourism is also leading to a surge in retiree population, which is a demand driver for all types of real estate.

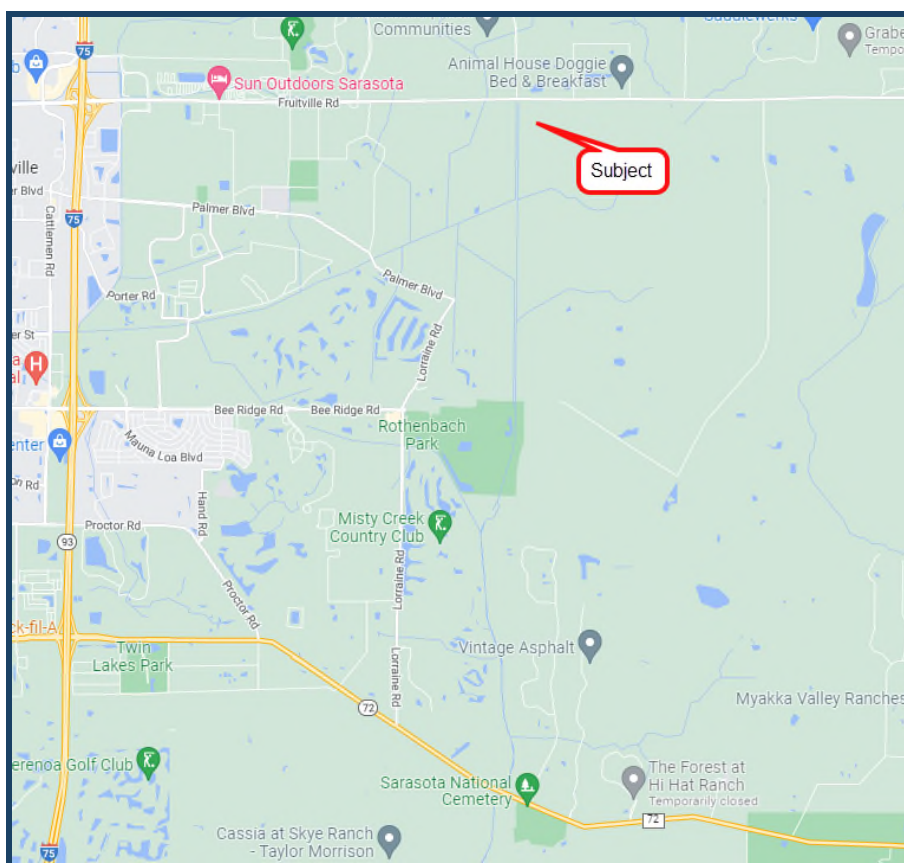


## Conclusions

Overall, the MSA is experiencing population growth and there are expectations that population will increase in the next five years to a rate exceeding the overall Florida growth rate. The unemployment rate compares favorably to the nation and state. Income levels are expected to increase at a rate higher than the nation and state. Since the growth of the MSA is expected to be slightly above the nation and state in terms of population growth rate, we expect continued demand for all types of real estate, excluding a national recession. As the national economy continues to improve after the pandemic, it is expected that the MSA will continue to grow with new residential development, which will be followed by supportive commercial uses. As such, the outlook for the region is positive.

# Neighborhood Analysis

Due to the summary format of the report, detailed information relative to regional and city trends have been summarized as follows.



**NEIGHBORHOOD MAP**

## Overview

The subject is located in an unincorporated area of Sarasota County. The immediate area of the subject is classified as rural in nature, but it abuts urban areas to the north and west, which are primarily areas of growth and development. The site is located in the southeast quadrant of Fruitville Rd and Cow Pen Slough Rd, and the neighborhood area is bound by Fruitville Rd to the north, Utopia Rd to the east, I-75 to the west and Clark Rd to the south.

## Access/Visibility

Within the immediate area of the subject property, transportation access helps define the character of its development. The subject has average access due to its location on Fruitville Rd and proximity to I-75, which is approximately four miles to the west.

## Land Use Patterns

The subject neighborhood is located in northern Sarasota County, east of I-75. Development surrounding the subject is in the growth stage of its life cycle with multiple proposed or under construction projects that include single family residential and apartment projects, office projects, several renovation type projects, commercial projects and mixed use projects. There is ample land available for new commercial and residential development. The primary market area (PMA) is generally described as being residential in nature with supporting commercial retail located along primary thoroughfares. The PMA is approximately 55% developed with large ranches on the eastern portion. The approximate breakdown of land uses is as follows: Single-family 30%, Multifamily 10%, Retail 5%, Office 5%, Industrial 5%, and Vacant Land 55%. The neighborhood is in the growth phase of its life cycle.

## **Development**

Currently, much of the new development in the immediate area of the subject is residential. Just to the northwest of the subject, across Fruitville Road, Neal Communities is developing Winward at Lakewood Ranch, which will consist of 780 homes comprised of single-family homes and attached villas. Several other subdivisions are underway north of the subject toward Lakewood Ranch. The Artistry subdivision by Kolter Homes is just southwest of the subject and is currently developing Phase 3 of the project, which will consist of 182 homes.

Mote Marine Laboratory and Aquarium has broken ground on a new state of the art facility at nearby Nathan Benderson Park that will be called the Mote Science Education Aquarium (Mote SEA). The goal for the new facility is to improve access to marine science and technology and promote marine science education.

## **Public Facilities/ Services**

Public utilities (sewer, water, trash) are available to most portions of the neighborhood and provided by Sarasota County Utilities, while Florida Power & Light Co. provides electricity. Fire and police protection are adequate to meet the needs of the neighborhood's residents and are provided by Sarasota County. Public transportation is available nearby and adequate medical services are also provided.

## **Neighborhood Demographics**

The following tables present the subject neighborhood demographics for a one-, three- and five-mile radius from the subject property.

## Demographic Data

Population characteristics and income levels were obtained from STBOnline for 1, 3, and 5-mile radii near the subject's location. A summary of the information is presented in the following tables.

### POPULATION

	1 mile	3 miles	5 miles
2000 Population	84	3,885	21,362
2010 Population	148	6,773	28,277
2021 Population	407	9,969	39,632
2026 Population	463	11,268	43,315
2000-2010 Annual Rate	5.83%	5.72%	2.84%
2010-2021 Annual Rate	9.41%	3.50%	3.05%
2021-2026 Annual Rate	2.61%	2.48%	1.79%
2021 Median Age	53.9	51.3	49.2

#### NORTH PORT-SARASOTA-BRADENTON MSA



#### FLORIDA



#### UNITED STATES



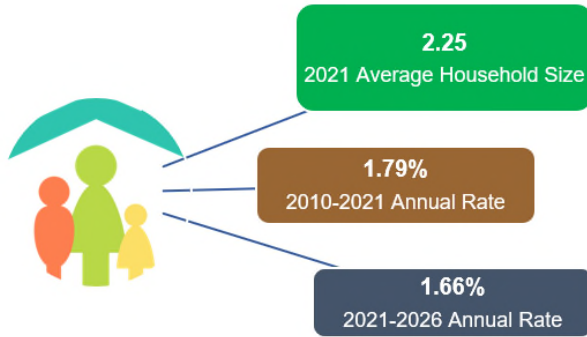
In the identified area, the current year population is 39,632. In 2010, the Census count in the area was 28,277. The rate of change since 2010 was 3.05% annually. The five-year projection for the population in the area is 43,315 representing a change of 1.79% annually from 2021 to 2026.

# HOUSEHOLD

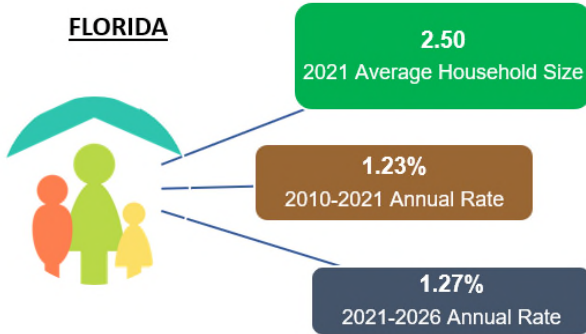
	1 mile	3 miles	5 miles
2021 Wealth Index	300	232	176
2000 Households	29	1,349	7,957
2010 Households	56	2,502	11,148
2021 Total Households	168	3,698	15,139
2026 Total Households	191	4,176	16,508
2000-2010 Annual Rate	6.80%	6.37%	3.43%
2010-2021 Annual Rate	10.26%	3.53%	2.76%
2021-2026 Annual Rate	2.60%	2.46%	1.75%
2021 Average Household Size	2.42	2.70	2.62

The household count in this area has changed from 11,148 in 2010 to 15,139 in the current year, a change of 2.76% annually. The five-year projection of households is 16,508, a change of 1.75% annually from the current year total. Average household size is currently 2.62, compared to 2.54 in the year 2010. The number of families in the current year is 11,549 in the specified area.

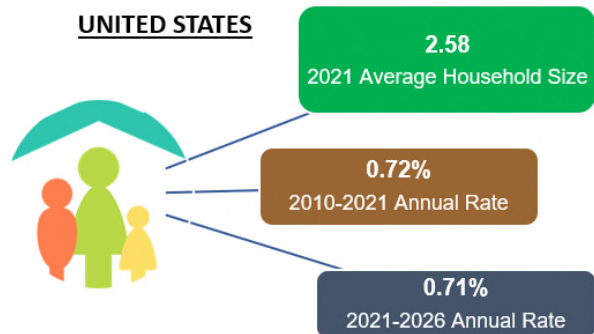
## NORTH PORT-SARASOTA-BRADENTON MSA



## FLORIDA



## UNITED STATES





# INCOME

	1 mile	3 miles	5 miles
<b>Mortgage Income</b>			
2021 Percent of Income for Mortgage	23.5%	20.0%	18.4%
<b>Median Household Income</b>			
2021 Median Household Income	\$100,000	\$95,793	\$89,751
2026 Median Household Income	\$107,873	\$105,613	\$98,298
2021-2026 Annual Rate	1.53%	1.97%	1.84%
<b>Average Household Income</b>			
2021 Average Household Income	\$166,602	\$141,413	\$123,173
2026 Average Household Income	\$188,628	\$160,891	\$138,751
2021-2026 Annual Rate	2.51%	2.61%	2.41%
<b>Per Capita Income</b>			
2021 Per Capita Income	\$61,877	\$52,124	\$46,972
2026 Per Capita Income	\$70,001	\$59,269	\$52,804
2021-2026 Annual Rate	2.50%	2.60%	2.37%

Current median household income is \$89,751 in the area, compared to \$64,730 for all U.S. households. Median household income is projected to be \$98,298 in five years, compared to \$72,932 for all U.S. households.

Current average household income is \$123,173 in this area, compared to \$90,054 for all U.S. households. Average household income is projected to be \$138,751 in five years, compared to \$103,679 for all U.S. households.

Current per capita income is \$46,972 in the area, compared to the U.S. per capita income of \$34,136. The per capita income is projected to be \$52,804 in five years, compared to \$39,378 for all U.S. households.

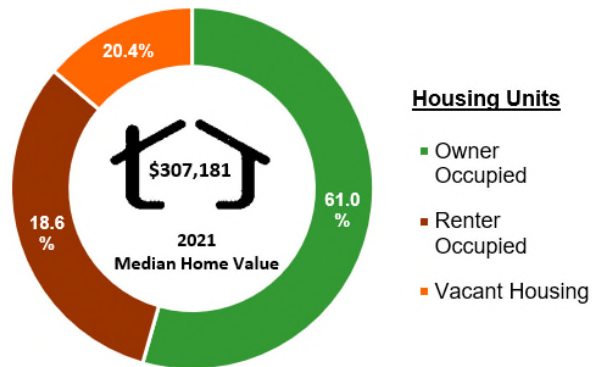


# HOUSING

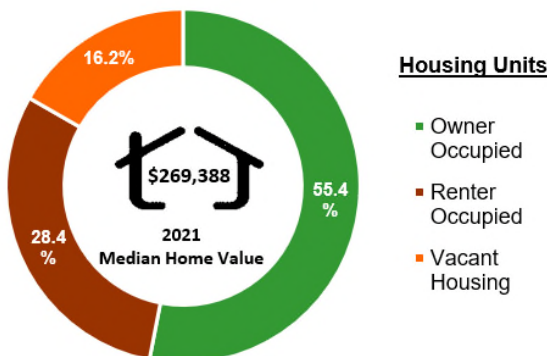
	1 mile	3 miles	5 miles
2021 Housing Affordability Index	98	115	126
2000 Total Housing Units	39	1,415	8,512
2000 Owner Occupied Housing Units	28	1,275	6,890
2000 Renter Occupied Housing Units	1	75	1,067
2000 Vacant Housing Units	10	65	555
2010 Total Housing Units	76	3,130	13,443
2010 Owner Occupied Housing Units	52	2,310	9,427
2010 Renter Occupied Housing Units	4	192	1,721
2010 Vacant Housing Units	20	628	2,295
2021 Total Housing Units	188	4,456	17,749
2021 Owner Occupied Housing Units	142	3,213	12,438
2021 Renter Occupied Housing Units	26	485	2,701
2021 Vacant Housing Units	20	758	2,610
2026 Total Housing Units	209	4,889	19,074
2026 Owner Occupied Housing Units	159	3,466	13,257
2026 Renter Occupied Housing Units	32	710	3,251
2026 Vacant Housing Units	18	713	2,566

Currently, 70.1% of the 17,749 housing units in the area are owner occupied; 15.2%, renter occupied; and 14.7% are vacant. Currently, in the U.S., 57.3% of the housing units in the area are owner occupied; 31.2% are renter occupied; and 11.5% are vacant. In 2010, there were 13,443 housing units in the area - 70.1% owner occupied, 12.8% renter occupied, and 17.1% vacant. The annual rate of change in housing units since 2010 is 13.14%. Median home value in the area is \$393,017, compared to a median home value of \$264,021 for the U.S. In five years, median value is projected to change by 1.34% annually to \$420,034.

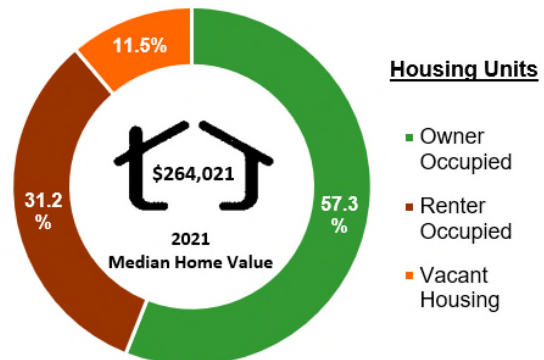
## NORTH PORT-SARASOTA-BRADENTON MSA



## FLORIDA



## UNITED STATES



## Conclusions

The subject's primary market area is in unincorporated Sarasota County, east of I-75. Access to the market area is average due to I-75 and Fruitville Road, as well as a strong network of other primary traffic carriers. The market area is attractive to families, retirees, and ag related businesses, as they can enjoy the benefits of easy access to I-75 and Sarasota, but also have a less densely populated area with open land and many home options on large lots or on acreage. Throughout Sarasota are a multitude of recreational and outdoor activities including area beaches, beautiful architecture, green parks, and nature preserves. The neighborhood is in the growth stage of its life cycle. Given its locational characteristics between Sarasota and Lakewood Ranch, also near Bradenton, and relatively affordable housing prices, comparatively, a moderate population growth is expected within the subject neighborhood over the next several years. The long-term outlook for the neighborhood is anticipated to be one of continued growth due to the availability of developable land, and demand into the foreseeable future.

# General

## Property Identification

The subject property parent tract is located at the southeast quadrant of Fruitville Rd and Cow Pen Slough Rd within Sarasota, Sarasota County, Florida. The subject property's parent tract is identified by the Sarasota County Property Appraiser as Parcel Number(s) 0223-00-2010.

**Legal Description:** The full legal description is located in the addenda, and is abbreviated as: A portion of Sections 23 and 26, Township 36 South, Range 19 East, Sarasota County, Florida

**Inspection Date:** December 14, 2021

**Date of Report:** May 27, 2022

**Ownership History:** Richard E. Turner conveyed the subject property to the RJB Partners LLC & JDCK Operations LLC. The property has had non-arm's length deed transfers over the years but has been in the Turner family for well in excess of twenty years. The portion being appraised is currently going through the process to potentially be purchased by Peace River / Sarasota County for co-locating booster pump stations. There is not a current written contract to sell the property.

**Personal Property/  
Non-Realty Items:** None

**Real Estate Taxes:** The 2021 assessment of the subject's parent parcel is summarized in the table below. The land was valued by the Sarasota Property Appraiser for \$2,099,400, and the reduced assessment was \$33,500 due to the Ag Exemption. Therefore, the taxes were calculated at \$422 using 2021 millage rates and assessed values and includes \$15 in non-ad valorem assessments. While this assessment is for the parent tract, the subject's portion will likely have a higher assessment, if purchased at the price concluded within this analysis. There were no past due taxes owed as of the inspection date.

### Current Real Estate Assessment and Taxes

	School District	All Other	Total
<b>Total Assessed Value</b>	\$33,500	\$33,500	
<b>Less: Total Cap Adjustment</b>	\$0	\$0	
<b>Total Taxable Value</b>	\$33,500	\$33,500	
<b>Millage Rate</b>	6.70900	5.45100	12.16000
<b>Assessment Per</b>	\$1,000	\$1,000	
<b>Total Ad Valorem Taxes</b>	\$225	\$183	\$407
<b>Total Non-Ad Valorem Taxes</b>			\$15
<b>Total Real Estate Taxes</b>			\$422

**Highest and Best Use of the Site:** The legally permissible uses are primarily agricultural in nature under the current zoning, residential development is allowed under the Hi Hat Ranch master development plan (PD). We have calculated a density of 2.90 units per developable acre based on the information provided. The most physically possible use is for residential development based on the adjacent uses and frontage. This use appears to also be financially feasible as there is a new housing development under construction across Fruitville Rd, just to the west of the subject. Likewise, current housing prices and lack of available inventory support new development in the area. Therefore, the highest and best use of the site is development of a residential subdivision to the density allowed within the PD.

**Highest and Best Use As Improved:** Not applicable

# Site Analysis Summary

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**Location:** The subject is located approximately four miles east of I-75 and approximately 2,400' south of Fruitville Rd in Sarasota County

## Physical Description

**Gross Land Area:** 10.117 acres, or 440,698 square feet, according to the Conceptual Site Plan within the information provided. The subject is a carve out from the larger 244.64+/- acre parent tract, which is Sarasota County Parcel Number 0223002010. The Preliminary Site Plan for the subject is included on the following pages.

**Usable Land Area:** 10.117 acres, or 440,698 square feet, according to the Conceptual Site Plan within the information provided. The site plan shows approximately 0+/- acres of water retention/wetlands on the subject site; therefore, the entire site is upland/useable.

**Proposed Utility Easement** The proposed easement is a 75' utility easement that runs east and west from the westerly property line toward the proposed pump station. The easement contains 3.143 acres, or 136,894 SF.

It is assumed that the easement will contain typical language that will include prohibiting development of the easement area, prohibit certain tree planting near the waterline, prohibit perpendicular fencing that would impact or encroach on the easement, as well as not allowing the change of the contour of the easement property, among other similar restrictions.

## Physical Characteristics

**Shape:** The site is irregular in shape

**Topography:** Gently Sloping

**Utilities:** Nearby, along Fruitville Rd. Public utilities are located along Fruitville Rd. According to a Sarasota County employee at the Utilities Department, the current water and sewer availability end near Lorraine Road. The utilities would have to be extended from there to the subject for residential development.

## Flood Zone

**FEMA Flood Zone:** X

**FEMA Panel:** 12115C0160F

**FEMA Panel Date:** November 4, 2016

**Flood Zone Comments:** The subject does not appear to be in a flood prone area. The Zone X classification is in an area located outside the 100-year designated flood hazard area.

**Wetlands:** No hazardous materials were observed on the subject site. However, we are not experts in the matters of the presence or effects of hazardous materials; therefore, we assume hazardous material is not present on the site.

## Access/Visibility

**Primary Road:** N/A

**Primary Road Frontage:** N/A+/- linear feet; the property will have access via Cow Pen Slough Rd once the site is developed.

**Secondary Road:** N/A

**Secondary Road Frontage:** N/A+/- linear feet



## Zoning

OUE, Open Use Estate District, by Sarasota County; The OUE district is intended to retain the open character of the land. This district provides for and encourages resource conservation and activities with an agricultural orientation and is intended to be comprised of a combination of residential and agricultural activity. Density is limited to one dwelling unit per five acres.

The subject is also located in the Hi Hat Ranch. The long-term master development plan of the Hi Hat Ranch, approximately 9,959.8 acres, located south of Fruitville Road and north of Clark Road, was approved through a number of ordinances over the past several years, with ordinance 2021-008 appearing to be the most recent. According to the documentation that we received, the approved master plan allows for 13,081 residential "units." The units are a variety of residential property types, but it is primarily single-family, detached homes. Credits for affordable housing apartments could increase the number of units, but for our purposes, the 13,081 units is used. In order to develop the units to the proposed density, the development plan requires a conservation easement be put on portions of the property with sensitive habitat and wetlands. Of the 9,959.8 acres, the plan notes 4,503.8 acres as developable. Therefore, the overall density on the developable acreage is 2.90 units per developable acre (13,081 units on 4,503.8 acres). This is a similar density to nearby residential developments and will be used as the basis for comparison to land sales in the area.

Since the subject's 10.10 acres are all developable acres, we will use a per developable acre as a unit of comparison when comparing similar land sales in the area.

## Easements, Encroachments and Deed Restrictions

We were provided with a title report and site plan for the subject property. Based on the provided information, there appears to be a right-of-way agreement for Florida Power & Light along the east side of the subject. There are also a number of access and drainage easements on the parent tract that do not appear to negatively affect the subject. We assume there are no other adverse easements, encroachments or deed restrictions that would negatively impact the marketability of the subject property.

## Soil Conditions

We are not experts in the matters of soil conditions or the geological impact of adverse soils. Based on a visual observation of the site, it appears the soil has sufficient load-bearing capacity for any existing or proposed development. We assume the soil conditions are adequate.

## Environmental Issues

We were provided with a Phase I Environmental Assessment for the subject property that indicated no presence of recognized environmental conditions. Additionally, we assume there are no known environmental issues that would negatively impact the marketability or development potential of the subject site.

## Hazardous Material

No hazardous materials were observed on the subject site. However, we are not experts in the matters of the presence or effects of hazardous materials; therefore, we assume hazardous material is not present on the site.

## Site Improvements

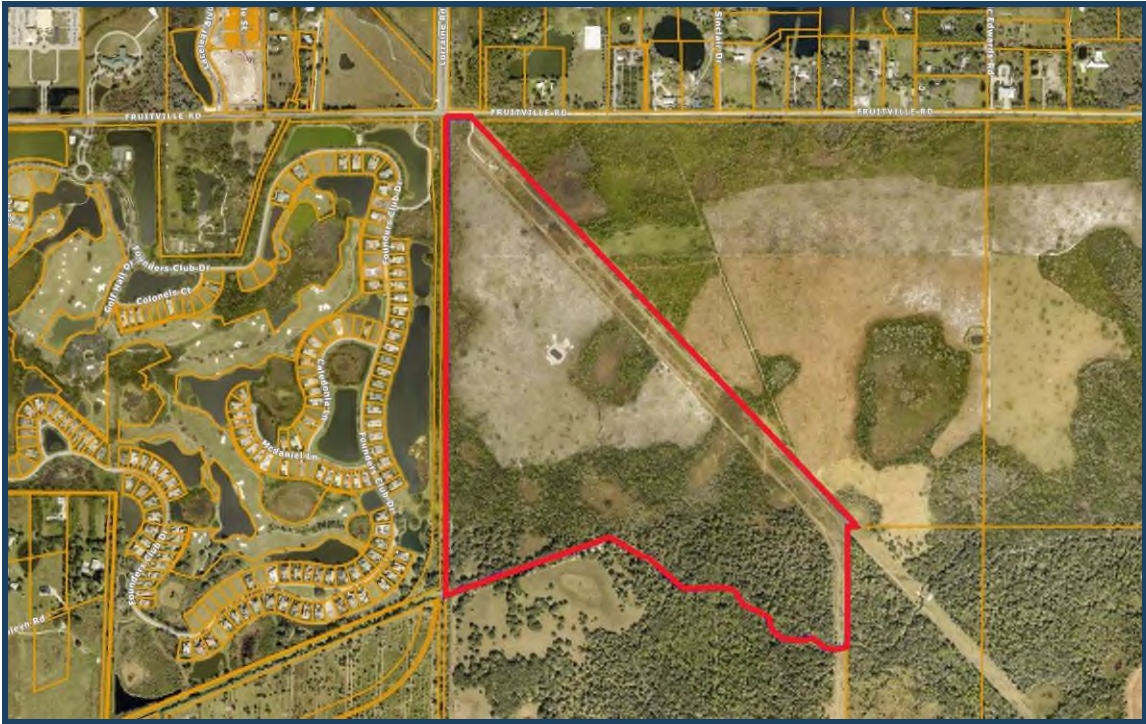
None

## Site Ratings

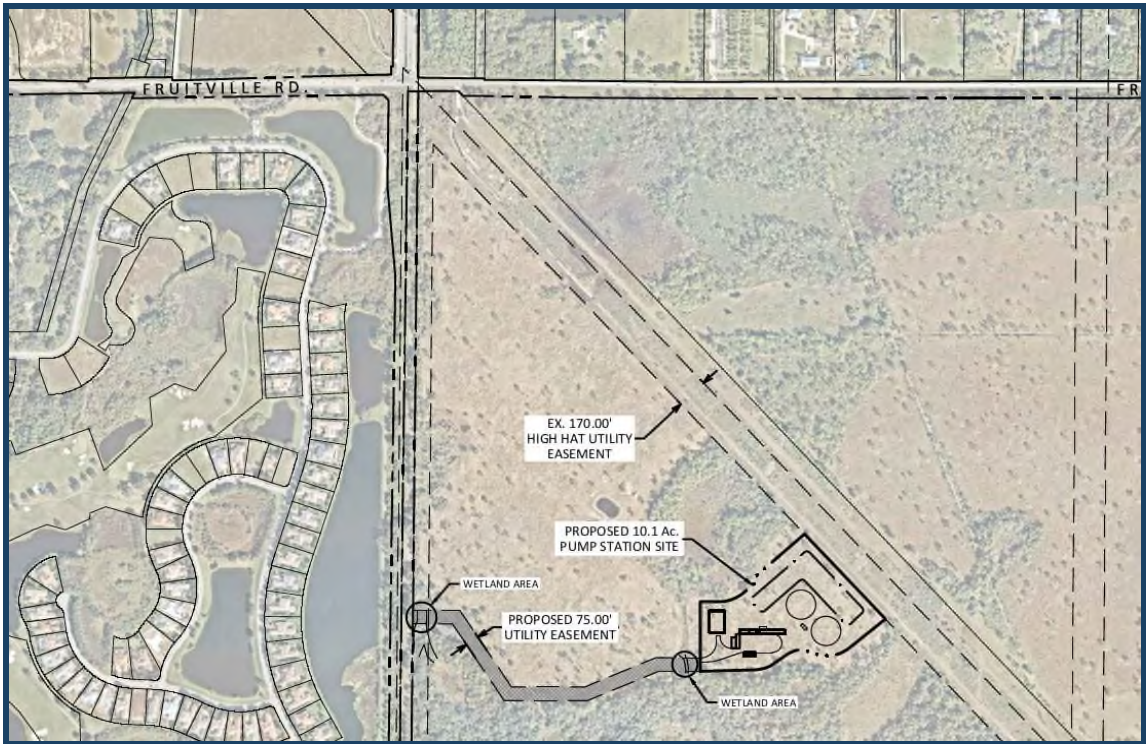
Access:	Average (parent tract)
Visibility:	Average (parent tract)
Utility:	Average (parent tract)
Conformity:	The subject site conforms to surrounding sites.

## Site Comments

The site has average and typical utility based on the parent tract being a residential development.

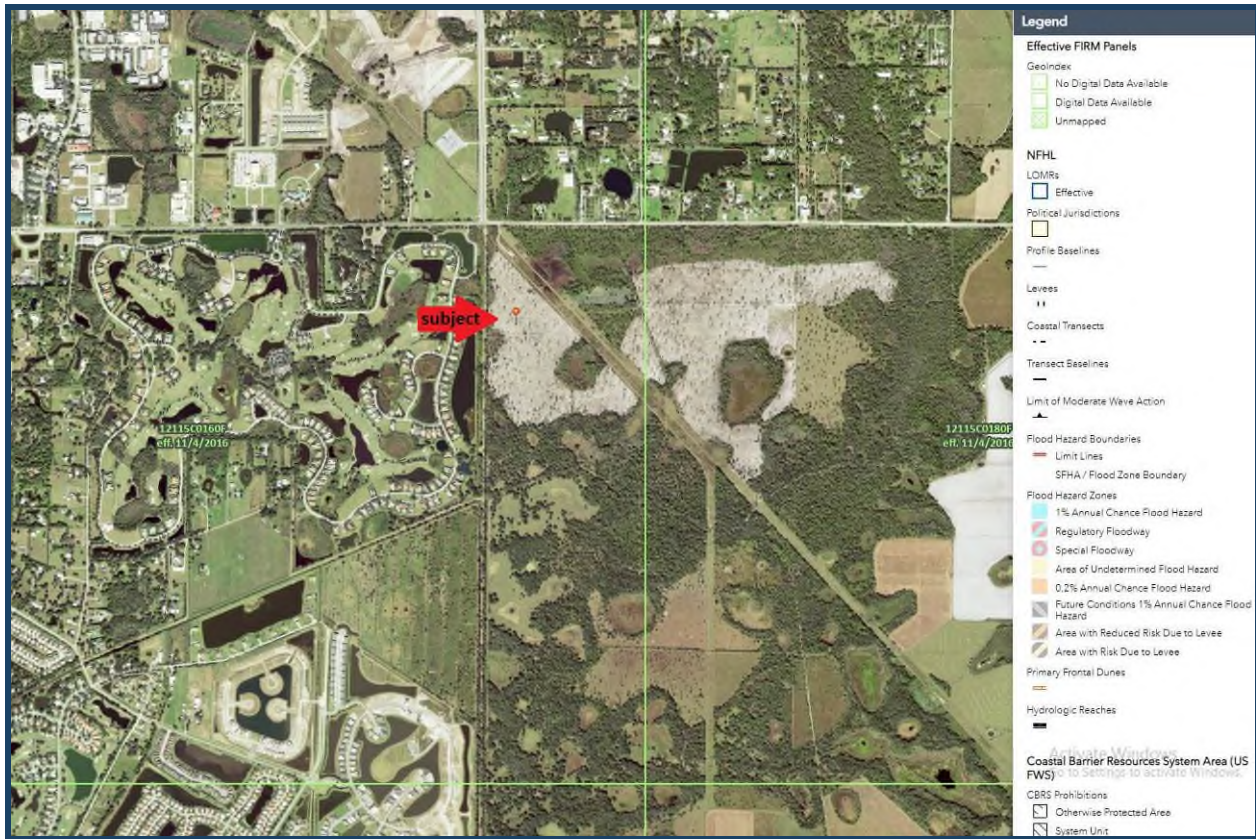


Aerial Map of Parent tract



Site Plan





Flood Map



- Target Property
- Sites at elevations higher than or equal to the target property
- Sites at elevations lower than the target property
- Manufactured Gas Plants
- Sensitive Receptors
- National Priority List Sites
- Dept. Defense Sites
- Indian Reservations BIA
- Power transmission lines
- Special Flood Hazard Area (1%)
- 0.2% Annual Chance Flood Hazard
- National Wetland Inventory
- State Wetlands
- FL Brownfield

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

<b>SITE NAME:</b> Peace River Pump Station <b>ADDRESS:</b> Fruitville Road Sarasota FL 34240 <b>LAT/LONG:</b> 27.330401 / 82.37865	<b>CLIENT:</b> OHC Environmental Engineering <b>CONTACT:</b> Thomas Martinelli <b>INQUIRY #:</b> 6915852.2s <b>DATE:</b> March 28, 2022 10:08 am
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**Wetland Map**

# Sales Comparison Approach

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In the Sales Comparison Approach, the appraiser develops an opinion of value by analyzing similar properties and comparing these properties with the subject property. Application of the sales comparison approach requires the comparing and rating of other comparable properties to the property appraised. The aim of this approach is to develop indications of what the comparable sales would have sold for if they had possessed all of the basic and pertinent physical, functional and external characteristics of the subject property.

The steps involved in the Sales Comparison Approach are summarized as follows:

1. Comparable sales data in the competitive market is obtained and verified, whenever possible;
2. Market-oriented unit(s) of comparison is determined and applied to each of the comparable sales;
3. The elements of comparison that affect the value of the property being appraised are identified and applied to each comparable sale;
4. A net adjustment is applied to each comparable unit sale price to arrive at a range of adjusted sale or unit prices for the subject property; and
5. The adjusted prices are reconciled to an indication of an appropriate value of the subject property.

## Comparable Sales Data

Since the subject's 10.117 acres is part of a 244.64+/- acre parent tract, we have searched for sales similar to the parent tract. Based on the wetlands onsite and power line easement on the subject's parent tract, it appears there are approximately 94+/- acres of developable land on the subject site. Based on the Master Planned Development which the subject is part of, average density is 2.90 units per developable acre, which would equate to a total of 273 home sites on the parent tract, rounded. Note the 94+/- acres of useable area for the subject was estimated using measuring tools in the online GIS system. However, the exact number does not have an impact on the valuation of the subject 10.117 acres or easement portion, it is for comparison purposes. Given that the subject is adjacent to Founder's Club to the west, and the new Winward development by Neil Communities across Fruitville Road just west of the subject, the subject's parent tract appears to be highly marketable for single-family development.

A thorough search for similar improved sales in terms of property type, location, physical and economic characteristics was completed.

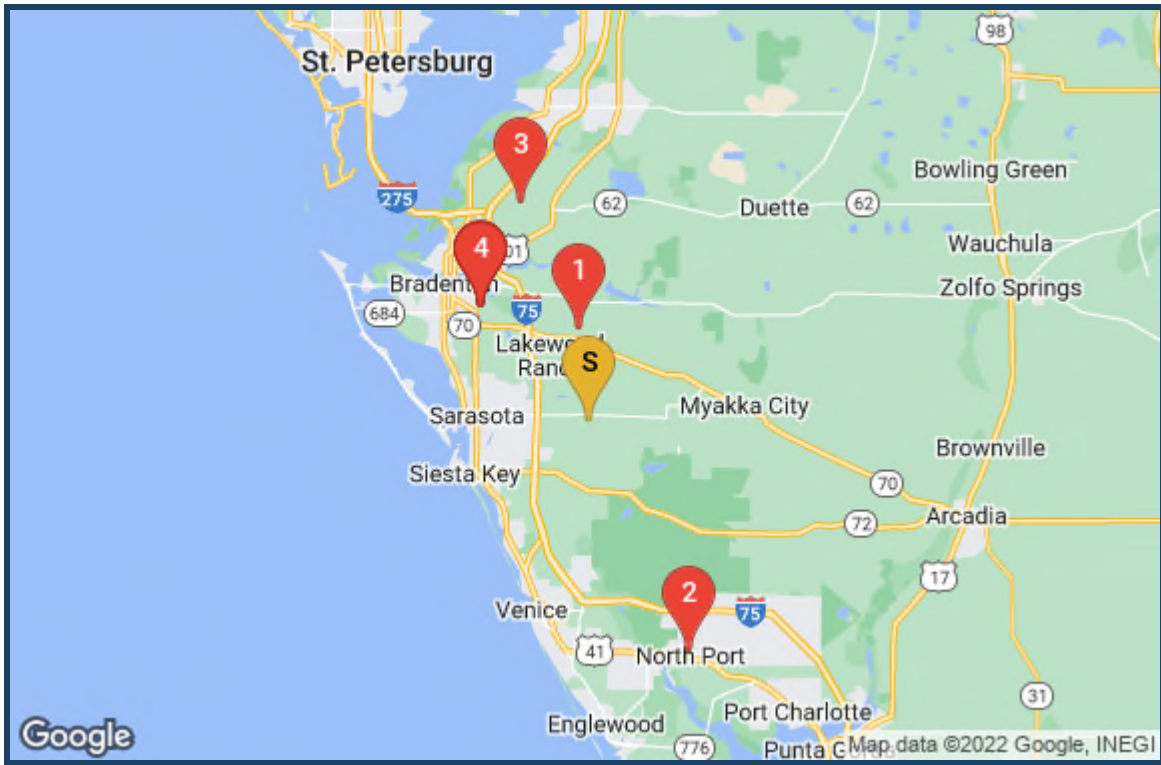
We have researched numerous comparable sales and listings and included three sales and one current contract of similar properties in the immediate market area or competing nearby markets. The sales selected represent the best comparables available for this analysis.

The following pages display a map showing their locations and the adjustment process. Given the characteristics of the subject property as well as the information obtained for the comparable data, the comparables were analyzed through the application of a traditional adjustment grid using percentage adjustments and price per upland acre price.

A per useable/upland acre price has been relied upon as the unit of comparison since the subject is comprised of all upland topography.



Comp	Address	City	Date	Acres	Price Per Acre	Usable Acres	Price per Upland Acre
1	5307 Lorraine Rd	Bradenton	3/30/2021	50.24	\$267,217	38.4	\$349,609
2	5400 Pan American Blvd	North Port	12/20/2021	19.98	\$158,559	15.0	\$211,200
3	9009 Moccasin Wallow Road	Palmetto	2/28/2022	59.66	\$184,391	55.5	\$198,162
4	3200 27th St E	Bradenton	10/14/2022 (contract)	99.39	\$118,221	67.2	\$174,747







Sales Map

**The Adjustment Process**

The main points of comparison for this analysis includes the transactional elements such as property rights conveyed, financial terms, the conditions and/or motivations surrounding the sale, and changes in market conditions since the sale date. Property level adjustments account for differences in the locational, physical and economics elements of the sales as compared to the subject property. The comparable sales utilized herein were assessed relative to the subject property for the factors contained in the following adjustment grid.

## Summary of Adjustments

The following table presents a summary of the adjustments.

		Comp 1	Comp 2	Comp 3	Comp 4
					
Address	TBD Cow Pen Slough Rd	5307 Lorraine Rd	5400 Pan American Blvd	9009 Moccasin Wallow Road	3200 27th St E
City	Sarasota	Bradenton	North Port	Palmetto	Bradenton
State	FL	FL	FL	FL	FL
Date	5/6/2022	3/30/2021	12/20/2021	2/28/2022	10/14/2022
Price		\$13,425,000	\$3,168,000	\$11,000,000	\$11,750,000
Acres	10.117	50.24	19.98	59.66	99.39
Usable Acres	10.117	38.40	15.00	55.51	67.24
Acre Unit Price		\$267,217	\$158,559	\$184,391	\$118,221
Usable Acre Upland Unit Price		\$349,609	\$211,200	\$198,162	\$174,747
<b>Transaction Adjustments</b>					
Property Rights	Fee Simple	Fee Simple 0.0%	Fee Simple 0.0%	Fee Simple 0.0%	Fee Simple 0.0%
Financing		Conventional 0.0%	Conventional 0.0%	Conventional 0.0%	Conventional 0.0%
Conditions of Sale		Arm's Length 0.0%	Arm's Length 0.0%	Arm's Length 0.0%	Under Contract/Arm's Length -2.0%
Expend. After Sale		\$0	\$0	\$0	\$0
<b>Adjusted Acre Unit Price</b>		<b>\$349,609</b>	<b>\$211,200</b>	<b>\$198,162</b>	<b>\$171,252</b>
Market Trends Through		3.0%	3.0%	0.0%	0.0%
<b>Adjusted Acre Upland Unit Price</b>		<b>\$360,098</b>	<b>\$217,536</b>	<b>\$198,162</b>	<b>\$171,252</b>
<b>Property Level Adjustments</b>					
<b>Location</b>		Superior	Inferior	Inferior	Inferior
% Adjustment		-20%	5%	10%	20%
\$ Adjustment		-\$72,020	\$10,877	\$19,816	\$34,250
<b>Acres</b>	10.117	50.24	19.98	59.66	99.39
<b>Usable Acres</b>	10.1-Subject, 94-Parent	38.40	15.00	55.51	67.24
% Adjustment		0%	0%	0%	0%
\$ Adjustment		\$0	\$0	\$0	\$0
<b>Topography</b>	Gently Sloping	Gently Sloping	Gently Sloping /Wooded	Gently Sloping	Gently Sloping
% Adjustment		0%	0%	0%	0%
\$ Adjustment		\$0	\$0	\$0	\$0
<b>Shape</b>	The site is irregular in shape	Rectangular	Irregular	Irregular	Irregular
% Adjustment		0%	0%	0%	0%
\$ Adjustment		\$0	\$0	\$0	\$0
<b>Utilities</b>	Nearby	All to Site	All to Site	All to Site	All to Site
% Adjustment		-10%	-10%	-10%	-10%
\$ Adjustment		-\$36,010	-\$21,754	-\$19,816	-\$17,125
<b>Zoning</b>	OUE	PD-R	PCD	PD-R	PD-MU
<b>Use</b>	Single-family	Single-family	Affordable Multifamily	55+ Low-density Multifamily	Single-family
% Adjustment		0%	0%	0%	0%
\$ Adjustment		\$0	\$0	\$0	\$0
<b>Wetlands/Floodplain %</b>	0%	23.6%	24.9%	6.9%	32.3%
% Adjustment		-10%	-5%	-3%	-10%
\$ Adjustment		-\$36,010	-\$10,877	-\$5,945	-\$17,125
<b>Adjusted Acre Upland Unit Price</b>		<b>\$216,059</b>	<b>\$195,782</b>	<b>\$192,218</b>	<b>\$171,252</b>
Net Adjustments		-40.0%	-10.0%	-3.0%	0.0%

The comparables are properties with similar utility to that of the subject (parent tract) that closed since March 2021, plus a property currently under contract. Adjustments were made for changing market trends, if applicable, based on market condition adjustments described by local brokers, sales data, and local and national market surveys. Property pricing, both in residential and commercial, continues to increase, as does land for development. While Sale 2 closed in December 2021, the price was negotiated a couple years before the closing with the anticipation of closing sooner. Therefore, the closed Sales 1 and 2 are adjusted upward for improving market conditions for vacant land.

All of the sales were reportedly arm's length transactions and sold on a fee simple basis. No adjustments were required for property rights, financing, or condition of sale, for the closed transactions. Comparable 4 is currently under contract. The contract price was not disclosed but is likely just below the asking price based on conversations with transaction participants and similar transactions. A downward adjustment was applied to the asking price.

Each of the sales was compared to the subject in regard to location and physical attributes. Adjustments were made as necessary and illustrated in the Analysis Grid.

The subject is located approximately four miles east of I-75, on the south side of Fruitville Road. The parcel is adjacent to the Founder's Club, a highly desirable residential development. To the east is the Hi Hat Ranch. To the northwest is a new subdivision and to the northeast are homes on acreage. Sale 1 is located north of the subject, just north of State Road 70 and is superior in terms of location and demand. This is a rapidly developing area on the east side of Lakewood Ranch, requiring a downward adjustment for being superior compared to the subject. Sale 2 is located on a tertiary street, just north of Tamiami Trail in North Port. Overall, this location is inferior compared to the subject. Sale 3 is located in northeastern Palmetto, on the south side of Moccasin Wallow Road. This location is inferior in demand for housing compared to the subject's location, requiring an upward adjustment. Comparable 4 is located in eastern Bradenton, just east of US-301. The location has inferior visibility and access and is in an overall inferior location, requiring an upward location adjustment.

The sales were compared to the subject's parent tract in terms of size. The parent tract is approximately 94 acres of useable land area. Adjustments were made based on the economies of scale, as required.

Overall, all of the sales were similar to the subject in Topography and Shape.

The subject's parent tract does not yet have water and sewer access along Fruitville Road. As previously stated, the water and sewer access currently terminates just west of the parent tract. The utility representative at Sarasota County indicated that a formal request would have to be filed to be completely definitive, but it appeared the utilities could be extended. This would require costs and additional development time. Therefore, each sale with utilities to the site was adjusted downward.

Each sale was proposed to be developed for a variety of residential uses. The subject is zoned OUE; however, it is in the Hi Hat Ranch master planned development, with an average density allowance of 2.9 units per useable acre. A property similar to the subject sold on Gene Green Road to DR Horton in 2020 that was zoned OUE but had a PUD overlay for increased density. While the sale was not used since the seller put in utilities and streets, it is a source of comparison for value increases with planned development overlays. The comparables were similar to the subject in that there was demand to develop the parcels in the present. The subject's parent tract has the highest and best use to be developed with single-family residential. Overall, all the parcels had uses that were similar in demand and pricing per useable acre, so no zoning/use adjustment was necessary.

The subject has approximately 10.117 acres, and the site plan appears to have no acres of water retention. Each of the comparables varied in wetland/water retention/easement area, and each comparable was adjusted appropriately as the wetland and floodplain area do contribute some overall value to the useable acreage. Note, Sale 2 was adjusted less than expected as the price was slightly lower per acre for having a water retention area easement for the property to the south so a lower adjustment was necessary.

#### Sales Comparison Approach Conclusion

The adjusted values of the comparable properties range from \$171,252/Acre to \$216,059/Acre; the mean is \$193,828/Acre and the median is \$194,000/Acre. All of the sales were land parcels similar to the subject. The adjusted price of Sale 1 is somewhat of an outlier. Therefore, less weight is given to Sale 1 in arriving at our reconciled per useable acres market value estimate of \$190,000/Acre.

While we compared the sales to the subject's parent tract, since the subject has no areas of wetlands, we have applied the per useable acre determination directly to the subject's acreage.

The following table presents the unit value metrics for the improved sales.

Land Value Ranges				
	4	Unadjusted	Adjusted	% Δ
Low:		\$174,747	\$171,252	-2%
High:		\$349,609	\$216,059	-38%
Average:		\$233,430	\$193,828	-17%
Median:		\$204,681	\$194,000	-5%
Reconciled Value/Unit Value:			\$190,000	
	Subject Size:		10.117	
	Indicated Value:		\$1,922,236	

### Value of Easement Conveyance

The first step in quantifying the diminution in value as a result of the encumbrance is to arrive at an opinion of the value of the easement as a percentage of the bundle of rights. In the unencumbered scenario, the subject property had full and exclusive enjoyment of this area, which could be utilized for landscaping, gardens, parking, ancillary structures or other site improvement in a future residential development, or it could be fenced anywhere as part of pastureland. While the 3.143 Acre easement borders a wetland and is partially in the wetland buffer area, it could be a useful portion of a future residential development as it is partially developable. The easement would prevent these benefits to the fee owner as the area must be kept clear to be utilized for ingress-egress and will have a pipeline that prevents fencing nearby or over it, as well as certain pavement over it. While the subject ownership can also use the easement for ingress-egress, this area is effectively no longer partially developable. Nevertheless, the easement consists of only a portion of the bundle of rights inherent in real estate ownership.

The "Bundle of Rights Theory" states that complete property ownership, or title in fee, consists of a group of distinct rights including, but not limited to, the right to use the real estate in any desired legal fashion, to sell it, to lease it, to give it away or even to exercise none or all of these rights. Further, each of these rights can be separated from the bundle and conveyed to others for a limited time or into perpetuity, creating a partial or fractional property interest.

In this instance, the easement acquires only partial interests from the property owner with the remaining interests in the bundle of rights retained by the owner. In order to estimate the value, or compensation for the easement, we must analyze those rights being acquired and those remaining with the property owner. The encumbered areas may still count towards such factors as density calculations, setbacks and greenspace requirements for development on the site. No permanent structures will be allowed within the easement area. As such, only partial rights of use remain with the property owner who will still carry the full burden of ownership such as taxation and liability risk.

The November/December 2014 issue of Right of Way magazine, a publication of the International Right of Way Association, included an article entitled "The Valuation of Easements" by Donald J. Sherwood, MAI, SR/WA. In the article the author discusses the various types of easements and presents his opinion of the range of value as a percentage of the fee, which he entitles Easement Valuation Matrix. (The matrix is shown below).

# Easement Valuation Matrix

Percentage of Fee	Comments	Potential Types of Easements
90% - 100%	<ul style="list-style-type: none"> <li>Severe impact on surface use</li> <li>Conveyance of future uses</li> </ul>	Overhead electric, flowage easements, railroad right of way, irrigation canals, exclusive access easements
75% - 89%	<ul style="list-style-type: none"> <li>Major impact on surface use</li> <li>Conveyance of future uses</li> </ul>	Overhead electric, pipelines, drainage easements, railroad right of way, flowage easements
51% - 74%	<ul style="list-style-type: none"> <li>Some impact on surface use</li> <li>Conveyance of ingress/egress rights</li> </ul>	Pipelines, scenic easements
50%	<ul style="list-style-type: none"> <li>Balanced use by both owner and easement holder</li> </ul>	Water or sewer lines, cable lines, telecommunications
26% - 49%	<ul style="list-style-type: none"> <li>Location along a property line</li> <li>location across non-usable land area</li> </ul>	Water or sewer line, cable lines
11% - 25%	<ul style="list-style-type: none"> <li>Subsurface or air rights with minimal effect on use and utility</li> <li>Location with a setback</li> </ul>	Air rights, water or sewer line
0% - 10%	<ul style="list-style-type: none"> <li>Nominal effect on use and utility</li> </ul>	Small subsurface easement

The matrix presents easements along a property line, which is similar to being along a wetland area, and for water or sewer lines, to be 26 percent to 49 percent of the fee simple value of the encumbered land. This would be appropriate in cases where easements are granted in areas that are already being used for access. However, the matrix also presents an easement with some impact on surface use at 51 percent to 74 percent of the fee simple value. Since the easements use would not affect the surface use until a future residential development is built, and even then, most of the easement is within the required wetland buffer, it appears the lower category of impact is more appropriate based on the subject easement scenario.

Considering these factors, the utility of the lands to be encumbered by this easement have been only partially restricted further than they currently are given the wetland buffer requirements. Therefore, we estimate that the lands to be encumbered will be diminished in value by 30%. Therefore, utilizing 30% of the previously derived unit value for the land, as detailed in the previous land valuation discussion, the value of the rights acquired are calculated as follows:

Land Value of Easement Conveyence					
Land Area, Acres		Price per Acre		% of Fee	
3.143	X	\$190,000	x	30%	= \$179,151
				<b>Rounded</b>	<b>\$180,000</b>



<b>Land Value Indication</b>	
Land Area	10.117
Concluded Unit Value	<u>\$190,000</u>
Indicated Market Value	<u>\$1,922,236</u>
<b>Value Conclusion(s)</b>	
<b>Land Value Indication (Rounded)</b>	<b>\$1,920,000</b>
Plus: Easement Conveyence	<u>\$180,000</u>
<b>Total Value Indication</b>	<b>\$2,100,000</b>
<b>Total Value Indication (Rounded)</b>	<b>\$2,100,000</b>

# Final Reconciliation

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The process of reconciliation involves the analysis of each approach to value. The quality of data applied, the significance of each approach as it relates to market behavior and defensibility of each approach are considered and weighed. Finally, each is considered separately and comparatively with each other.

## Value Indications

<b>Interest:</b>	Fee Simple
<b>Cost Approach:</b>	N/A
<b>Sales Comparison Approach:</b>	\$2,100,000
<b>Income Approach:</b>	N/A

## Cost Approach

The Cost Approach was not applicable and was not used in this analysis.

## Sales Comparison Approach

The Sales Comparison Approach analyzes similar properties, which have sold in the general area of the subject property. The sales used are recent transactions of reasonably similar properties in the subject's immediate area and nearby competing market areas. The properties are representative of the most recent transactions involving similar properties available for comparison with the subject. This approach provides a reliable value indication for the subject in the current market.

## Income Approach – Direct Capitalization

The Income Capitalization Approach was not applicable and was not used in this analysis.

## Market Value Conclusion

The Sales Comparison was used in estimating the market value of the Fee Simple interest. Based on the data and analyses developed in this analysis, we have reconciled to the following value conclusions, as of May 6, 2022, subject to the Assumptions and Limiting Conditions.

<b>Reconciled Values:</b>	Premise:	As Is
	Interest:	Fee Simple
	Value Conclusion:	\$2,100,000

Per the Appraisal Standards Board (ASB) of the Appraisal Foundation, "reasonable marketing time" is an estimate of the amount of time it might take to sell a property interest at the estimated Market Value during the period immediately after the effective date of the report. It is not intended to be a prediction of a specific date of sale and, therefore, may be expressed as a range. Exposure time is defined as the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at Market Value on the effective date of report. Based upon the sales presented herein, an exposure period of 5-7 months or less is considered reasonable. Marketing time is also concluded at 5-7 months.

# Certification Statement

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We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and is our personal, impartial, and unbiased professional analyses, opinions and conclusions.
- We have no present or prospective future interest in the property that is the subject of this report, and have no personal interest with respect to the parties involved.
- We have no bias with respect to the property that is the subject of this report, or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this an Appraisal.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).
- No one provided significant real property appraisal assistance to the person(s) signing this certification.
- We certify sufficient competence to appraise this property through education and experience, in addition to the internal resources of the firm.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- Wesley Sanders, MAI, AI-GRS, CCIM has made an inspection of the subject property.

As of the date of this report, Wesley Sanders, MAI, AI-GRS, CCIM has completed the requirements of the continuing education program for Designated Members of the Appraisal Institute. As of the date of this report, Wesley Sanders, MAI, AI-GRS, CCIM has completed the requirements of the Department of Business and Professional Regulation under the provisions of Chapter 475 FS of the Florida Real Estate Appraisal Board.



Wesley Sanders, MAI, AI-GRS, CCIM  
Senior Managing Director  
Florida State-Certified General  
Real Estate Appraiser No. RZ2911

# Basic Assumptions and Limiting Conditions

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1. By this notice, all persons, companies, or corporations using or relying on this report in any manner bind themselves to accept these contingent and limiting conditions, and all other contingent and limiting conditions contained elsewhere in this report. Do not use any portion of this report unless you fully accept all contingent and limiting conditions contained throughout this document.
2. Throughout this report, the singular term "Appraiser" also refers to the plural term "Appraisers". The terms "Appraiser" and "Appraisers" refer collectively to "Entreken Associates, Inc.", its officers, employees, contractors, and associate appraisers. The masculine terms "he" or "his" also refer to the feminine term "she" or "her".
3. These conditions are an integral part of this appraisal report, and are a preface to any certification, definition, description, fact, or analysis. Moreover, these conditions are intended to establish as a matter of record that the purpose of this report is to provide one or more value opinions for the subject property. All value opinions are prepared solely for the explicitly identified client and other explicitly identified intended users.
4. Value opinions involve only real estate, and inconsequential personal property. Unless explicitly stated otherwise, value conclusions do not include personal property, un-affixed equipment, trade fixtures, business-good will, chattel, or franchise items of material worth.
5. As part of this appraisal, information was gathered and analyzed to form value opinion(s) that pertain solely to one or more explicitly identified effective value dates. The effective value date is the only point in time that the value applies. Information about the subject property, neighborhood, comparables, or other topics discussed in this report was obtained from sensible sources. In accordance with the extent of research disclosed in the Scope of Work section, all information cited herein was examined for accuracy, is believed to be reliable, and is assumed reasonably accurate. However, no guaranties or warranties are made for this information. No liability or responsibility is assumed for any inaccuracy which is outside the control of the Appraiser, beyond the scope of work, or outside reasonable due diligence of the Appraiser.
6. Real estate values are affected by many changing factors. Therefore, any value opinion expressed herein is considered credible only on the effective value date. Every day that passes thereafter, the degree of credibility wanes as the subject changes physically, the economy changes, or market conditions change. The Appraiser reserves the right to amend these analyses and/or value opinion(s) contained within this appraisal report if erroneous, or more factual-information is subsequently discovered. No guarantee is made for the accuracy of estimates or opinions furnished by others, and relied upon in this report.
7. This appraisal is not an engineering, construction, legal, or architectural study. It is not an examination or survey of any kind. Expertise in these areas is not implied. The Appraiser is in no way responsible for any costs incurred to discover, or correct any deficiency in the property. In the case of limited partnerships, syndication offerings, or stock offerings in the real estate, the client agrees that in case of lawsuit (brought by the lender, partner, or part owner in any form of ownership, tenant, or any other party), the client will hold Entreken Associates, Inc., its officers, contractors, employees and associate appraisers completely harmless. Acceptance of, and/or use of this report by the client, or any third party is prima facie evidence that the user understands, and agrees to all these conditions.
8. Unless specifically stated otherwise herein, the Appraiser is unaware of any engineering study made to determine the bearing capacity of the subject land, or nearby lands. Improvements in the vicinity, if any, appear to be structurally sound. It is assumed soil and subsoil conditions are stable and free from features that cause supernormal costs to arise. It is also assumed existing soil conditions of the subject land have proper load bearing qualities to support the existing improvements, or proposed improvements appropriate for the site. No investigations for potential seismic hazards were made. This appraisal assumes there are no conditions of the site, subsoil, or structures, whether latent, patent, or concealed that would render the subject property less valuable. Unless specifically stated otherwise in this document, no earthquake compliance report, engineering report, flood zone analysis, hazardous substance determination, or analysis of these unfavorable attributes was made, or ordered in conjunction with this appraisal report. The client is strongly urged to retain experts in these fields, if so desired.
9. For appraisals of multifamily property, only a portion of all dwellings was observed. A typical ratio of observed dwellings roughly approximates 10% of the total number of units, and this ratio declines as the number of dwellings grows. It is assumed the functionality, physical condition, and interior finish of unseen units are similar to the functionality, physical condition, and interior finish of observed units. If unobserved dwellings significantly differ from those that were viewed in functionality, physical condition, or finish, the Appraiser reserves the right to amend these analysis and/or value opinion(s).
10. If this appraisal values the subject as though construction, repairs, alterations, remodeling, renovation, or rehabilitation will be completed in the future, it is assumed such work will be completed in a timely fashion, using non-defective materials, and proper workmanship. All previously completed work is assumed to substantially conform to plans, specifications, descriptions, or attachments made or referred to herein. It is also assumed all planned, in-progress, or recently completed construction complies with the zoning

ordinance, and all applicable building codes. A prospective value opinion has an effective value date that is beyond or in the future relative to the report preparation date. If this appraisal includes a prospective valuation, it is understood and agreed the Appraiser is not responsible for an unfavorable value effect caused by unforeseeable events that occur before completion of the project.

11. This valuation may or may not include an observation of the appraised property by a signatory to this report. The extent of any observation is disclosed in the Scope of Work section of this report. Any observation by a signatory is not, and should not be misconstrued as a professional property inspection. Comments or descriptions about physical condition of the improvements, if any, are based solely on a superficial visual observation. Electric, heating, cooling, plumbing, water supply, sewer or septic, mechanical equipment, and other systems were not tested. No determination was made regarding the operability, capacity, or remaining physical life of any component in, on, or under the real estate appraised. All building components are assumed adequate and in good working order unless stated otherwise. Private water wells and private septic systems are assumed sufficient to comply with federal, state, or local health safety standards. No liability is assumed for the soundness of structural members since structural elements were not tested or studied to determine their structural integrity. The roof cover for all structures is assumed water tight unless otherwise noted. Comments regarding physical condition are included to familiarize the reader with the property. This document is not an engineering or architectural report. If the client has any concern regarding structural, mechanical or protective components of the improvements, or the adequacy or quality of sewer, water or other utilities, the client should hire experts in an appropriate discipline before relying upon this report. No representations are made herein as to these matters unless explicitly stated otherwise in this report.
12. If this appraisal values an interest that is less than the whole fee simple estate, then the following disclosure applies. The value for any fractional interest appraised plus the value of all other complementary fractional interests may or may not equal the value of the entire fee simple estate.
13. An appraised property that is a physical portion of a larger parcel or tract is subject to the following limitations. The value opinion for the property appraised pertains only to that portion defined as the subject. This value opinion should not be construed as applying with equal validity to other complementary portions of the same parcel or tract. The value opinion for the physical portion appraised plus the value of all other complementary physical portions may or may not equal the value of the whole parcel or tract.
14. No liability is assumed for matters of legal nature that affect the value of the subject property. Unless a clear statement to the contrary is made in this report, value opinion(s) formed herein are predicated upon the following assumptions. (A) The real property is appraised as though, and assumed free from all value impairments including yet not limited to title defects, liens, encumbrances, title claims, boundary discrepancies, encroachments, adverse easements, environmental hazards, pest infestation, leases, and atypical physical deficiencies. (B) All real estate taxes and assessments, of any type, are assumed fully paid. (C) The property being appraised is assumed to be owned under responsible and lawful ownership. (D) It is assumed the subject property is operated under competent and informed management. (E) The subject property was appraised as though, and assumed free of indebtedness. (F) The subject real estate is assumed fully compliant with all applicable federal, state, and local environmental regulations and laws. (G) The subject is assumed fully compliant with all applicable zoning ordinances, building codes, use regulations, and restrictions of all types. (H) All licenses, consents, permits, or other documentation required by any relevant legislative or governmental authority, private entity, or organization have been obtained, or can be easily be obtained or renewed for a nominal fee.
15. The allocation of value between the subject's land and improvements, if any, represents our judgment only under the existing use of the property. A re-evaluation should be made if the improvements are removed, substantially altered, or the land is utilized for another purpose.
16. The Appraiser assumes a prospective purchaser of the subject is aware of the following. (A) This appraisal of the subject property does not serve as a warranty on the physical condition of the property. (B) It is the responsibility of the purchaser to carefully examine the property, and to take all necessary precautions before signing a purchase contract. (C) Any estimate for repairs is a non-warranted opinion of the Appraiser.
17. Any exhibits in the report are intended to assist the reader in visualizing the subject property and its surroundings. The drawings are not surveys unless specifically identified as such. No responsibility is assumed for cartographic accuracy. Drawings are not intended to be exact in size, scale, or detail.
18. Conversion of the subject's income into a market value opinion is based upon typical financing terms that were readily available from a disinterested, third party lender on this report's effective date. Atypical financing terms and conditions do not influence market value, but may affect investment value.
19. All information and comments concerning the location, market area, trends, construction quality, construction costs, value loss, physical condition, rents, or any other data for the subject represent estimates and opinions of the Appraiser. Expenses shown in the Income Approach, if used, are only estimates. They are based on past operating history, if available, and are stabilized as generally typical over a reasonable ownership period.
20. The Appraiser is not required to give testimony or appear in court because of having prepared this report unless arrangements are agreed to in advance. If the Appraiser is subpoenaed pursuant to court order, the client agrees to compensate the Appraiser for their court appearance time, court preparation time, and travel



time at their regular hourly rate then in effect plus expenses. In the event the real property appraised is, or becomes the subject of litigation, a condemnation, or other legal proceeding, it is assumed the Appraiser will be given reasonable advanced notice, and reasonable additional time for court preparation.

21. Entreken Associates, Inc. and the Appraiser have no expertise in the field of insect, termite, or pest infestation. We are not qualified to detect the presence of these or any other unfavorable infestation. The Appraiser has no knowledge of the existence of any infestation on, under, above, or within the subject real estate. No overt evidence of infestation is apparent to the untrained eye. However, we have not specifically inspected or tested the subject property to determine the presence of any infestation. No effort was made to dismantle or probe the structure. No effort was exerted to observe enclosed, encased, or otherwise concealed evidence of infestation. The presence of any infestation would likely diminish the property's value. All value opinions in this communication assume there is no infestation of any type affecting the subject real estate. No responsibility is assumed by Entreken Associates, Inc. or the Appraiser for any infestation or for any expertise required to discover any infestation. Our client is urged to retain an expert in this field, if desired.
22. Effective January 26, 1992, the Americans with Disabilities Act (ADA) - a national law, affects all nonresidential real estate or the portion of any property, which is non-residential. The Appraiser has not observed the subject property to determine whether the subject conforms to the requirements of the ADA. It is possible a compliance survey, together with a detailed analysis of ADA requirements, could reveal the subject is not fully compliant. If such a determination was made, the subject's value may or may not be adversely affected. Since the Appraiser has no direct evidence, or knowledge pertaining to the subject's compliance or lack of compliance, this appraisal does not consider possible noncompliance or its effect on the subject's value. All opinions are those of the signatory Appraiser based on the information in this report. No responsibility is assumed by the Appraiser for changes in market conditions, or for the inability of the client, or any other party to achieve their desired results based upon the appraised value. Some of the assumptions or projections made herein can vary depending upon evolving events. We realize some assumptions may never occur and unexpected events or circumstances may occur. Therefore, actual results achieved during the projection period may vary from those set forth in this report. Compensation for appraisal services is dependent solely on the delivery of this report, and no other event or occurrence.
23. No part of this report shall be published or disseminated to the public by the use of advertising media, public relations media, news media, sales media, electronic devices, or other media without the prior written consent of Entreken Associates, Inc. This restriction applies particularly as to analyses, opinions, and conclusions; the identity of the Appraiser; and any reference to the Appraisal Institute or its MAI, SRPA, or SRA designations. Furthermore, no part of this report may be reproduced or incorporated into any information retrieval system without written permission from Entreken Associates, Inc., the copyright holder.

# Addenda

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# Legal Description

## Parent Tract:

The portion of the following described property that is in Section 23 and north of the center line of Cow Pen Slough in Section 26:

Commence at the point where the northeasterly boundary line of the existing right-of-way described in Official Records Book 874, Page 931, Public Records of Sarasota County, Florida, intersects with the west line of Section 23; thence run S45°09'57"E along the northeasterly boundary line of said existing easement to the intersection with the north line of Section 26; thence run southerly along a line (which is the east line of said right-of-way) 1320 feet west of, and parallel to, the east line of Sections 26 and 35, to the intersection with the south line of the North 1/2 of Section 35; thence run westerly along said south line to the intersection with the west line of Section 35; thence run northerly along the west line of Sections 35, 26 and 23, to the point of beginning, all in Township 36 South, Range 19 East.

## Subject 10.1 Acres:

### LEGAL DESCRIPTION: (BY ARDURRA)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED IN INSTRUMENT NUMBER 2020109023, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, LYING IN SECTION 23, TOWNSHIP 36 SOUTH, RANGE 19 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 36 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA; THENCE NORTH 00°34'07" EAST, ALONG THE WEST LINE OF SAID SECTION 23, A DISTANCE OF 1,020.21 FEET; THENCE, LEAVING SAID WEST LINE, NORTH 90°00'00" EAST, A DISTANCE OF 215.06 FEET; THENCE SOUTH 33°45'00" EAST, A DISTANCE OF 509.42 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 453.78 FEET; THENCE NORTH 67°30'00" EAST, A DISTANCE OF 419.87 FEET; THENCE SOUTH 89°59'47" EAST, A DISTANCE OF 227.39 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 00°05'41" EAST, A DISTANCE OF 383.51 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 96.51 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE EASTERLY 172.55 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 220.00 FEET, A CENTRAL ANGLE OF 44°56'19", AND A CHORD BEARING AND DISTANCE OF NORTH 67°31'50" EAST 168.16 FEET; THENCE NORTH 48°52'37" EAST, A DISTANCE OF 54.80 FEET; THENCE NORTH 10°24'40" EAST, A DISTANCE OF 40.19 FEET; THENCE NORTH 48°52'37" EAST, A DISTANCE OF 355.37 FEET TO THE SOUTHWESTERLY LINE OF PARCEL 3 AS DESCRIBED IN OFFICIAL RECORDS BOOK 874, PAGE 931, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE SOUTH 43°18'36" EAST, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 643.18 FEET; THENCE, LEAVING SAID SOUTHWESTERLY LINE, SOUTH 51°02'36" WEST, A DISTANCE OF 259.81 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE WESTERLY 188.14 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 185.00 FEET, A CENTRAL ANGLE OF 58°16'03", AND A CHORD BEARING AND DISTANCE OF SOUTH 80°10'38" WEST 180.13 FEET; THENCE NORTH 70°41'21" WEST, A DISTANCE OF 49.84 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE WESTERLY 109.21 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 115.00 FEET, A CENTRAL ANGLE OF 54°24'38", AND A CHORD BEARING AND DISTANCE OF SOUTH 82°06'20" WEST 105.15 FEET; THENCE SOUTH 54°54'01" WEST, A DISTANCE OF 93.62 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE WESTERLY 107.44 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 185.00 FEET, A CENTRAL ANGLE OF 33°16'28", AND A CHORD BEARING AND DISTANCE OF SOUTH 71°32'15" WEST 105.94 FEET; THENCE SOUTH 88°10'29" WEST, A DISTANCE OF 302.33 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 10.117 ACRES.

## Easement:

### LEGAL DESCRIPTION: (BY ARDURRA)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED IN INSTRUMENT NUMBER 2020109023, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, LYING IN SECTION 23, TOWNSHIP 36 SOUTH, RANGE 19 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 36 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA; THENCE NORTH 00°34'07" EAST, ALONG THE WEST LINE OF SAID SECTION 23, A DISTANCE OF 1,020.21 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE ALONG SAID WEST LINE NORTH 00°34'07" EAST, A DISTANCE OF 75.00 FEET; THENCE, LEAVING SAID WEST LINE NORTH 90°00'00" EAST, A DISTANCE OF 254.41 FEET; THENCE SOUTH 33°45'00" EAST, A DISTANCE OF 509.42 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 398.77 FEET; THENCE NORTH 67°30'00" EAST, A DISTANCE OF 419.87 FEET; THENCE SOUTH 89°59'47" EAST, A DISTANCE OF 242.43 FEET; THENCE SOUTH 00°05'41" WEST, A DISTANCE OF 75.00 FEET; THENCE NORTH 89°59'47" WEST, A DISTANCE OF 227.39 FEET; THENCE SOUTH 67°30'00" WEST, A DISTANCE OF 419.87 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 453.78 FEET; THENCE NORTH 33°45'00" WEST, A DISTANCE OF 509.42 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 215.06 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 3.143 ACRES.



# Subject Photographs



Subject Parcel Parent Tract facing West with the Founder's Club subdivision in the background



View of Entrance to Power Line Easement



View of Gravel Road Running Along FP&L Easement)



Subject Parcel



SUBJECT PHOTOGRAPHS



Subject Parcel



Subject Parcel



Subject Parcel



SUBJECT PHOTOGRAPHS



View Looking East on Fruitville Rd  
(Subject on Right)



View Looking West on Fruitville Rd  
(Subject on Left)

# Comparable Sales

## Land Comparable 1



### Transaction

<b>ID</b>	21803	<b>Date</b>	3/30/2021
<b>Address</b>	5307 Lorraine Rd	<b>Actual Price</b>	\$13,425,000
<b>City</b>	Bradenton	<b>Price</b>	\$13,425,000
<b>State</b>	FL	<b>Price Per Acre</b>	\$267,217
<b>Grantor</b>	Park Square Enterprises Llc	<b>Financing</b>	Conventional
<b>Grantee</b>	Amh Development Llc	<b>Property Rights</b>	Fee Simple
<b>Tax ID</b>	581910452, 581910262, 581910056, 581910288, 581910304, 581910502		
<b>Book/Page or Reference</b>	202141043819		
<b>Sale Verification Source</b>	Third Party, Plans, Public Records		

### Site

<b>Acres</b>	50.24	<b>Zoning</b>	PD-R
<b>Land SF</b>	2,188,454	<b>Flood Zone</b>	Zone A, Zone X
<b>Shape</b>	Rectangular	<b>Encumbrance Or</b>	None Noted
<b>Utilities</b>	All to Site	<b>Environmental Issues</b>	None Noted
<b>Topography</b>	Gently Sloping		

### Sale Comments

This property is six parcels that make up a combined 50.24+/- Acres. The site is partially in Flood Zone A, mitigated by the proposed 11.84 Acres of water retention ponds; therefore, the site is 76% useable acres. The property was approved for 150 single-family lots when re-zoned to PRD, Planned Development. The lots are on the smaller side at 50' wide and 6,250 SF minimum. The density is three lots per acre.

## Land Comparable 2



### Transaction

<b>ID</b>	19307	<b>Date</b>	12/20/2021
<b>Address</b>	5400 Pan American Blvd	<b>Actual Price</b>	\$3,168,000
<b>City</b>	North Port	<b>Price</b>	\$3,168,000
<b>State</b>	FL	<b>Price Per Acre</b>	\$158,559
<b>Grantor</b>	5400 Group LLC	<b>Financing</b>	Conventional
<b>Grantee</b>	The Waters at North Port	<b>Property Rights</b>	Fee Simple
<b>Tax ID</b>	0996-00-1000		
<b>Book/Page or Reference</b>	2021230841		
<b>Sale Verification Source</b>	Broker, Seller, Public Records		

### Site

<b>Acres</b>	19.98	<b>Zoning</b>	PCD
<b>Land SF</b>	870,329	<b>Flood Zone</b>	Zone X & AE
<b>Shape</b>	Irregular	<b>Encumbrance Or</b>	None Noted
<b>Utilities</b>	All to Site	<b>Environmental Issues</b>	None Noted
<b>Topography</b>	Gently Sloping /Wooded		

### Sale Comments

This sale is Lot 3, approximately 19.98+/- acres, of the 47.11 Acre tract, including 15+/- acres of buildable land and 5+/- acres of water retention and flood area. The buyer is building 288 affordable housing apartment units. The water retention includes water retention for Lot 4, the 17.31 acre parcel to the south.

### Land Comparable 3



#### Transaction

<b>ID</b>	21801	<b>Date</b>	2/28/2022
<b>Address</b>	9009 Moccasin Wallow Road	<b>Actual Price</b>	\$11,000,000
<b>City</b>	Palmetto	<b>Price</b>	\$11,000,000
<b>State</b>	FL	<b>Price Per Acre</b>	\$184,391
<b>Grantor</b>	Floridian Mw Llc	<b>Financing</b>	Conventional
<b>Grantee</b>	Q Moccasin Holdings Llc	<b>Property Rights</b>	Fee Simple
<b>Tax ID</b>	650700059		
<b>Book/Page or Reference</b>	202241028576		
<b>Sale Verification Source</b>	Seller, Public Records		

#### Site

<b>Acres</b>	59.66	<b>Zoning</b>	PD-R
<b>Land SF</b>	2,598,615	<b>Flood Zone</b>	Zone A, Zone AE, Zone X
<b>Shape</b>	Irregular	<b>Encumbrance Or</b>	None Noted
<b>Utilities</b>	All to Site	<b>Environmental Issues</b>	None Noted
<b>Topography</b>	Gently Sloping		

#### Sale Comments

The site is about 93% useable, with approximately 6.08 acres of wetlands and wetland buffer. Therefore, the useable acreage is approximately 53.58+/- acres. The seller confirmed that the transaction was arm's length. The buyer is planning a 55+ rental community. It was not entitled at the time of sale and the improvements were pending approval. The seller had tried to get approval for a 306-unit apartment complex, but withdrew the application in 2021. There was an application submitted for 284 units in September 2021. It had not been approved at the time of sale. The buyer has single-family rentals in several other markets.



**Land Comparable 4**



Transaction			
<b>ID</b>	21802	<b>Date</b>	10/14/2022
<b>Address</b>	3200 27th St E	<b>Actual Price</b>	\$11,750,000
<b>City</b>	Bradenton	<b>Price</b>	\$11,750,000
<b>State</b>	FL	<b>Price Per Acre</b>	\$118,221
<b>Grantor</b>	Peerage Land Company Llc	<b>Financing</b>	Conventional
<b>Grantee</b>	TBD	<b>Property Rights</b>	Fee Simple
<b>Tax ID</b>	1542600059, 1543200059, 1543200209, 1543100059, 1542500002, 1538900079,		
<b>Book/Page or Reference</b>	Under Contract		
<b>Sale Verification Source</b>	Broker, Public Records		
Site			
<b>Acres</b>	99.39	<b>Zoning</b>	PD-MU
<b>Land SF</b>	4,329,428	<b>Flood Zone</b>	Zone X, Zone AE
<b>Shape</b>	Irregular	<b>Encumbrance Or</b>	None Noted
<b>Utilities</b>	All to Site	<b>Environmental Issues</b>	None Noted
<b>Topography</b>	Gently Sloping		

**Sale Comments**

This property has approximately 67.24+/- useable acres, or 68% useable, due to wetlands and floodplain area. It is under contract and set to close in October 2022, pending approval for 280 single-family units, including houses and townhomes, equating to 2.82 units per acre. The broker believes it will get approved as the site is zoned to allow for 511 units, but that many single-family units could not be built on the site.



## Definitions

Definitions are from The Dictionary of Real Estate Appraisal, 6<sup>th</sup> Edition (Dictionary), the Uniform Standards of Professional Appraisal Practice (USPAP), and Building Owners and Managers Association International (BOMA).

### Absolute Net Lease

A lease in which the tenant pays all expenses including structural maintenance, building reserves, and management; often a long-term lease to a credit tenant.<sup>1</sup>

### Amortization

The process of retiring a debt or recovering a capital investment, typically through scheduled, systematic repayment of the principal; a program of periodic contributions to a sinking fund or debt retirement fund.<sup>1</sup>

### As Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.<sup>1</sup>

### Base Rent

The minimum rent stipulated in a lease.<sup>1</sup>

### Base Year

The year on which escalation clauses in a lease are based.<sup>1</sup>

### Building Common Area

In office buildings, the areas of the building that provide services to building tenants but which are not included in the office area or store area of any specific tenant. These areas may include, but shall not be limited to, main and auxiliary lobbies, atrium spaces at the level of the finished floor, concierge areas or security desks, conference rooms, lounges or vending areas, food service facilities, health or fitness centers, daycare facilities, locker or shower facilities, mail rooms, fire control rooms, fully enclosed courtyards outside the exterior walls, and building core and service areas such as fully enclosed mechanical or equipment rooms. Specifically excluded from building common area are floor common areas, parking space, portions of loading docks outside the building line, and major vertical penetrations.<sup>2</sup>

### Building Rentable Area

The sum of all floor rentable areas. Floor rentable area is the result of subtracting from the gross measured area of a floor the major vertical penetrations on that same floor. It is generally fixed for the life of the building and is rarely affected by changes in corridor size or configuration.<sup>2</sup>

### Certificate of Occupancy (COO)

A formal written acknowledgment by an appropriate unit of local government that a new construction or renovation project is at the stage where it meets applicable health and safety codes and is ready for commercial or residential occupancy.<sup>1</sup>

### Common Area Maintenance (CAM)

The expense of operating and maintaining common areas; may or may not include management charges and usually does not include capital expenditures on tenant improvements or other improvements to the property.<sup>1</sup>

The amount of money charged to tenants for their shares of maintaining a [shopping] center's common area. The charge that a tenant pays for shared services and facilities such as electricity, security, and maintenance of parking lots. Items charged to common area maintenance may include cleaning services, parking lot sweeping and maintenance, snow removal, security and upkeep.<sup>3</sup>

### Condominium

A multiunit structure, or a unit within such a structure, with a condominium form of ownership.<sup>1</sup>

### Conservation Easement

An interest in real estate restricting future land use to preservation, conservation, wildlife habitat, or some combination of those uses. A conservation easement may permit farming, timber harvesting, or other uses of a rural nature as well as some types of conservation-oriented development to continue, subject to the easement.<sup>1</sup>

### Contributory Value

A type of value that reflects the amount a property or component of a property contributes to the value of another asset or to the property as a whole.

The change in the value of a property as a whole, whether positive or negative, resulting from the addition or deletion of a property component. Also called deprival value in some countries.<sup>1</sup>

### Depreciation

1) In appraisal, a loss in property value from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the market value of the improvement on the same date.

2) In accounting, an allocation of the original cost of an asset, amortizing the cost over the asset's life; calculated using a variety of standard techniques.<sup>1</sup>

### Disposition Value

The most probable price that a specified interest in property should bring under the following conditions:

- Consummation of a sale within a specified time, which is shorter than the typical exposure time for such a property in that market.
- The property is subjected to market conditions prevailing as of the date of valuation;
- Both the buyer and seller are acting prudently and knowledgeably;
- The seller is under compulsion to sell;
- The buyer is typically motivated;
- Both parties are acting in what they consider to be their best interests;
- An adequate marketing effort will be made during the exposure time;
- Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.<sup>4</sup>

### Easement

The right to use another's land for a stated purpose.<sup>1</sup>

### Effective Date

1. The date on which the appraisal or review opinion applies. (SVP)
2. In a lease document, the date upon which the lease goes into effect.<sup>1</sup>

### Effective Gross Income (EGI)

The anticipated income from all operations of the real estate after an allowance is made for vacancy and collection losses and an addition is made for any other income.<sup>1</sup>

### Effective Rent

Total base rent, or minimum rent stipulated in a lease, over the specified lease term minus rent concessions; the rent that is effectively paid by a tenant net of financial concessions provided by a landlord. (TIs).<sup>1</sup>

### Excess Land

Land that is not needed to serve or support the existing use. The highest and best use of the excess land may or may not be the same

<sup>1</sup> Dictionary of Real Estate Appraisal, 6<sup>th</sup> Edition

<sup>2</sup> Building Owners and Managers Association (BOMA)

<sup>3</sup> International Council of Shopping Centers (ICSC), 4<sup>th</sup> Edition

<sup>4</sup> Dictionary of Real Estate Appraisal, 6<sup>th</sup> Edition



as the highest and best use of the improved parcel. Excess land has the potential to be sold separately and is valued separately.<sup>1</sup>

#### Expense Stop

A clause in a lease that limits the landlord's expense obligation, which results in the lessee paying operating expenses above a stated level or amount.<sup>1</sup>

#### Exposure Time

- 1) The time a property remains on the market.
- 2) The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; Comment: Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market.<sup>1</sup>

#### Extraordinary Assumption

An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions. Comment: Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis. (USPAP, 2018-2019 ed.)<sup>5</sup>

#### Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.<sup>1</sup>

#### Floor Common Area

In an office building, the areas on a floor such as washrooms, janitorial closets, electrical rooms, telephone rooms, mechanical rooms, elevator lobbies, and public corridors which are available primarily for the use of tenants on that floor.<sup>6</sup>

#### Full Service (Gross) Lease

A lease in which the landlord receives stipulated rent and is obligated to pay all of the property's operating and fixed expenses; also called a *full service lease*.<sup>1</sup>

#### Furniture, Fixtures, and Equipment (FF&E)

Business trade fixtures and personal property, exclusive of inventory.<sup>1</sup>

#### Going-Concern Value

An outdated label for the market value of all the tangible and intangible assets of an established and operating business with an indefinite life, as if sold in aggregate; more accurately termed the *market value of the going concern* or *market value of the total assets of the business*.<sup>7</sup>

#### Gross Building Area (GBA)

- 1) Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the market area of the type of property involved.
- 2) Gross leasable area plus all common areas.
- 3) For residential space, the total area of all floor levels measured from the exterior of the walls and including the superstructure and substructure basement; typically does not include garage space.<sup>1</sup>

#### Gross Leasable Area (GLA)

Total floor area designed for the occupancy and exclusive use of tenants, including basements and mezzanines; measured from the center of joint partitioning to the outside wall surfaces.<sup>1</sup>

#### Gross Up Method

A method of calculating variable operating expenses in income-producing properties when less than 100% occupancy is assumed. Expenses reimbursed based on the amount of occupied space, rather than on the total building area, are described as "grossed up."<sup>1</sup>

#### Gross Retail Sellout

The sum of the separate and distinct market value opinions for each of the units in a condominium, subdivision development, or portfolio of

properties, as of the date of valuation. The aggregate of retail values does not represent the value of all the units as though sold together in a single transaction; it is simply the total of the individual market value conclusions. Also called the *aggregate of the retail values*, *aggregate retail selling price* or *sum of the retail values*.<sup>1</sup>

#### Ground Lease

A lease that grants the right to use and occupy land. Improvements made by the ground lessee typically revert to the ground lessor at the end of the lease term.<sup>1</sup>

#### Ground Rent

The rent paid for the right to use and occupy land according to the terms of a ground lease; the portion of the total rent allocated to the underlying land.<sup>1</sup>

#### Hypothetical Condition

- 1) A condition that is presumed to be true when it is known to be false. (SVP – Standards of Valuation Practice, effective January 1, 2015)
- 2) A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP, 2016-2017 ed.)<sup>1</sup>

#### Insurable Value

A type of value for insurance purposes. (Typically this includes replacement cost less basement excavation, foundation, underground piping and architect's fees).<sup>1</sup>

#### Investment Value

The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market.<sup>1</sup>

#### Leased Fee Interest

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.<sup>1</sup>

#### Leasehold Interest

The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.<sup>1</sup>

#### Liquidation Value

The most probable price that a specified interest in property should bring under the following conditions:

- Consummation of a sale within a short time period.
- The property is subjected to market conditions prevailing as of the date of valuation.
- Both the buyer and seller are acting prudently and knowledgeably.
- The seller is under extreme compulsion to sell.
- The buyer is typically motivated.
- Both parties are acting in what they consider to be their best interests.
- A normal marketing effort is not possible due to the brief exposure time.
- Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
- The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.<sup>1</sup>

<sup>5</sup> USPAP, 2018-2019 ed.

<sup>6</sup> Building Owners and Managers Association (BOMA)

<sup>7</sup> Dictionary of Real Estate Appraisal, 6<sup>th</sup> Edition

### Market Rent

The most probable rent that a property should bring in a competitive and open market reflecting the conditions and restrictions of a specified lease agreement, including the rental adjustment and revaluation, permitted uses, use restrictions, expense obligations; term, concessions, renewal and purchase options and tenant improvements (TIs).<sup>1</sup>

### Market Value

The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.<sup>1</sup>

### Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Appraisal Standards Board of the Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time.)<sup>1</sup>

### Modified Gross Lease

A lease in which the landlord receives stipulated rent and is obligated to pay some, but not all, of the property's operating and fixed expenses. Since assignment of expenses varies among modified gross leases, expense responsibility must always be specified. In some markets, a modified gross lease may be called a *double net lease*, *net net lease*, *partial net lease*, or *semi-gross lease*.<sup>1</sup>

### Operating Expense Ratio

The ratio of total operating expenses to effective gross income (TOE/EGI); the complement of the net income ratio, i.e.,  $OER = 1 - NIR$ <sup>1</sup>

### Partial Interest

Divided or undivided rights in real estate that represent less than the whole, i.e., a fractional interest such as a tenancy in common, easement, or life interest.<sup>1</sup>

### Pass Through

A tenant's portion of operating expenses that may be composed of common area maintenance (CAM), real property taxes, property insurance, and any other expenses determined in the lease agreement to be paid by the tenant.<sup>1</sup>

### Potential Gross Income (PGI)

The total income attributable to property at full occupancy before vacancy and operating expenses are deducted.<sup>1</sup>

### Prospective Future Value Upon Completion

A prospective market value may be appropriate for the valuation of a property interest related to a credit decision for a proposed development or renovation project. According to USPAP, an appraisal with a prospective market value reflects an effective date that is subsequent to the date of the appraisal report. ... The prospective market value –as completed- reflects the property's market value as of the time that development is expected to be complete.<sup>1</sup>

### Prospective Future Value Upon Stabilization

A prospective market value may be appropriate for the valuation of a property interest related to a credit decision for a proposed

development or renovation project. According to USPAP, an appraisal with a prospective market value reflects an effective date that is subsequent to the date of the appraisal report ...The prospective market value – as stabilized – reflects the property's market value as of the time the property is projected to achieve stabilized occupancy. For an income-producing property, stabilized occupancy is the occupancy level that a property is expected to achieve after the property is exposed to the market for lease over a reasonable period of time and at comparable terms and conditions to other similar properties.<sup>1</sup>

### Rentable Area

For office buildings, the tenant's pro rata portion of the entire office floor, excluding elements of the building that penetrate through the floor to the areas below. The rentable area of a floor is computed by measuring the inside finished surface of the dominant portion of the permanent building walls, excluding any major permanent penetrations of the floor. Alternatively, the amount of space on which the rent is based; calculated according to local practice.<sup>1</sup>

### Replacement Cost

The estimated cost to construct, at current prices as of a specific date, a substitute for a building or other improvements, using modern materials and current standards, design, and layout.<sup>1</sup>

### Reproduction Cost

The estimated cost to construct, at current prices as of the effective date of the appraisal, an exact duplicate or replica of the building being appraised, using the same materials, construction standards, design, layout, and quality of workmanship and embodying all of the deficiencies, superadequacies, and obsolescence of the subject building.<sup>1</sup>

### Retrospective Value Opinion

A value opinion effective as of a specified historical date. The term *retrospective* does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., "retrospective market value opinion."<sup>1</sup>

### Surplus Land

Land that is not currently needed to support the existing use but cannot be separated from the property and sold off for another use. Surplus land does not have an independent highest and best use and may or may not contribute value to the improved parcel.<sup>1</sup>

### Triple Net (Net Net Net) Lease

An alternative term for a type of net lease. In some markets, a net net net lease is defined as a lease in which the tenant assumes all expenses (fixed and variable) of operating a property except that the landlord is responsible for structural maintenance, building reserves, and management; also called *NNN lease*, *net net net lease*, or *fully net lease*.<sup>1</sup>

### Value-in-Use

The value of a property assuming a specific use, which may or may not be the property's highest and best use on the effective date of the appraisal. Value in use may or may not be equal to market value but is different conceptually



# Qualifications



## Qualifications of Wesley R. Sanders, MAI, AI-GRS, CCIM Senior Managing Director

### EDUCATION

Bachelor of Science in Economics, Texas A&M University, College Station, TX  
Associate in Arts in English, Blinn College, Brenham, TX  
Associate in Science in Business, Blinn College, Brenham, TX

### REAL ESTATE EDUCATION AND COURSES

Real Estate Appraisal	Advanced Applications	Uniform Standards of Professional Appraisal Practice
Real Estate Principles I and II	Advanced Income Capitalization	Litigation Appraising: Specialized Topics and Applications
Real Estate Brokerage	Real Estate Development	Understanding and Testing DCF Valuation Models
Law of Agency	Hotel Appraising	Report Writing & Valuation Analysis
Law of Contracts	Real Estate Math	Advanced CCIM Education
Commercial Real Estate	Advanced Sales Comparison & Cost Approaches	<i>Numerous other courses and seminars completed</i>
Business Practices and Ethics	Florida State Law Update for R.E. Appraisers	
Highest & Best Use and Market Analysis	Fundamentals of Separating Real Property	
Comprehensive Guide to Real Estate Finance	Litigation Skills for the Appraiser	
Appraisal Review Theory – General		
ARGUS Financial Software Training		

### REAL ESTATE EXPERIENCE

Mr. Sanders is a Senior Managing Director of Entreen Associates, Inc., a real estate valuation and consulting firm. In the real estate profession for 20+ years, Mr. Sanders has a wide variety of real estate experience. Mr. Sanders is active in the valuation industry with completion and review of over 800 appraisals in the past few years and several thousand over his career. This includes the appraisal of a wide variety of property types, including office buildings, hotel, multifamily (conventional, student-housing, LIHTC, Fannie, Freddie, HUD 221(d) and 223(f), M.A.P. certified), industrial warehouses, gas stations, single and multi-tenant retail centers, net leased properties, self-storage and cold-storage facilities, breweries, subdivisions, proposed and existing condominium high rises, proposed water-front condominium developments, vacant land, parking garages, hotels, and special-use properties. He has extensive experience in feasibility studies, rent studies, and valuing many different types of commercial properties for the purposes of financing, possible sale or purchase, renovation feasibility, ad valorem assessment, corporate and estate planning, and asset disposition.


He testified as a qualified expert in Circuit Court (Second Judicial Circuit, Leon County Florida and Sixth Judicial Circuit, Pinellas County Florida) and Deposed as a qualified expert in Circuit Court (Twelfth Judicial Circuit, Sarasota County Florida). Valuation Trends speaker at the 2014 Annual Conference for the Aggie Real Estate Network in Dallas, TX. He has also lead a seminar on brewery valuation multiple times for the Appraisal Institute. National appraisal and market studies have included properties in over 15 states in the Midwest, Southeast, Northeast, and Puerto Rico.


Since 2014, Wes has closed almost \$30M in commercial real estate sales transactions. He was also directly involved in analyzing, underwriting, submitting offers, or valuations, on over \$1B in properties during the same timeframe. He has been involved with multiple multifamily redevelopment projects, yielding investors significant returns, well above expectations.

### PROFESSIONAL DESIGNATIONS AND MEMBERSHIPS

Member, Appraisal Institute (MAI and AI-GRS Designated Member). Served as the Chapter President of the Florida Gulf Coast Chapter of the Appraisal Institute in 2018, Education Committee in 2011, Board of Directors (2012-2014), and as the 2016-2017 Region X Government Relations Committee Chairman after two years as Vice Chairman and is serving as the Region X Third Director in 2022. Recipient of the AI Volunteer of Distinction on numerous occasions. Certified General Real Estate Appraiser in Texas and Florida. Previously licensed in multiple other states. Licensed Real Estate Broker in Texas.

Member of the National Association of Realtors, Florida Gulf Coast Association of Realtors, North Texas Commercial Association of Realtors, and a Designated Member of the CCIM Institute.

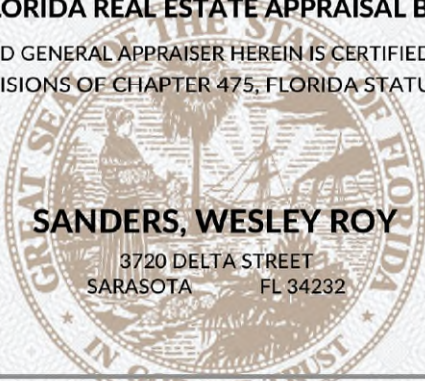
 Ron DeSantis, Governor Halsey Beshears, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**FLORIDA REAL ESTATE APPRAISAL BD**


THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

  
**SANDERS, WESLEY ROY**  
3720 DELTA STREET  
SARASOTA FL 34232

**LICENSE NUMBER: RZ2911**

**EXPIRATION DATE: NOVEMBER 30, 2022**

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***An Appraisal of the Pump Station Site and 75' Utility Easement  
Acquisitions on the Real Property Located on the Southern Side of  
Fruitville Road at its Intersection with Lorraine Road in Sarasota,  
Sarasota County, Florida***

***Effective Date – May 27, 2022***

***Prepared by: Ronald M. Saba, MAI  
State-Certified General Real Estate Appraiser 2213  
3307 Clark Road, Suite 203  
Sarasota, Florida 34231***

***For  
Arlena Dominick  
Right of Way Acquisition Support Services  
Ardurra  
4921 Memorial Highway, Suite 300  
Tampa, FL. 33634***

***222C022***



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May 30, 2022

Arlena Dominick  
Right of Way Acquisition Support Services  
Ardurra  
4921 Memorial Highway, Suite 300  
Tampa, FL. 33634

Roger L. Hettema, MAI, SRA  
State-Certified General Appraiser RZ 45  
Ronald M. Saba, MAI  
State-Certified General Appraiser RZ 2213

Dear Ms. Dominick:

As requested, I have performed an appraisal of a pump station site and 75' utility easement located on the 244.64-acre tract of land on the south side of Fruitville Road, at its intersection with Lorraine Road, Sarasota, Sarasota County, Florida. The purpose of the appraisal is to provide an opinion of the total market value of the fee simple and easement acquisitions on the real property described herein, an opinion of value of improvements lost and/or cost to cure, and severance damages, if any are observed. The intended use of this report is for the acquisition agent with Ardurra to use as an opinion of value of the pump station site and 75' utility easement for the negotiation of a settlement for these issues.

This report has been performed in accordance with the most recent edition of the Uniform Standards of Professional Appraisal Practice standards. You are urged to consult the Scope of Work section, the introduction, and the Extraordinary Assumptions and Limiting Conditions to insure its proper use and context. You are cautioned that this appraisal should be restricted in its publication since it summarizes most of the conclusions and data regarding this assignment. Further information in the work file is included by reference. All information relied upon is summarized in this report.

Based on the known factors creating and affecting value, it is my opinion that the losses caused by the acquisitions, as of May 27, 2022, were:

Pump Station Site:	\$ 1,425,000
75' Utility Easement:	<u>\$ 106,076</u>
Total	\$ 1,531,076

Value of the Subject Before the Acquisitions:	\$33,000,000
Value of the Subject After the Acquisitions (Remainder):	<u>\$31,468,924</u>
Difference	\$1,531,076

This letter must remain attached to the report, which contains fifty numbered pages, plus related exhibits, for the value opinion set forth to be considered valid. It has been my pleasure to serve you in this matter. I trust that you will contact me if you have any questions concerning this report.

Respectfully submitted,

A handwritten signature in blue ink that reads "Ronald M. Saba". The signature is written in a cursive style with a large initial 'R'.

Ronald M. Saba, MAI  
State-Certified General Appraiser 2213

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## CERTIFICATION

Subject Property:           Parcels Pump Station Site and 75' Utility Easement

I hereby certify that to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and is my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved. I have no bias with respect to the subject property or the parties involved with this assignment.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal. Specifically, this appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, the State of Florida, and the Uniform Standards of Professional Appraisal Practice (USPAP),
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I, Ronald M. Saba MAI, have completed the requirements under the continuing education program of the Appraisal Institute.
- State-Certified General Appraiser: The use of this report is subject to the requirements of the State of Florida relating to review by the Real Estate Appraisal Sub-committee of the Florida Real Estate Commission.
- No one other than the signatories to this report provided significant professional assistance in its preparation.
- I have inspected the subject property.



Date Signed: May 30, 2022

---

Ronald M. Saba, MAI  
State-Certified General Appraiser 2213



## GENERAL ASSUMPTIONS

This appraisal report has been made with the following General Assumptions.

No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated. Responsible ownership and competent property management are assumed.

The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included to assist the reader in visualizing the property. It is assumed that there are no hidden or unapparent conditions of the property, subsoil or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in the appraisal report. It is assumed that the appropriate governing authority will allow the property to be used or developed in accordance with zoning and use regulations. It is assumed that all required licenses, Certificates of Occupancy, consents or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the opinion of value contained in this report is based. If any of the foregoing does not happen, is changed, or is prohibited by subsequent action on the part of a governing authority, the values herein may be adversely affected, and this appraisal may be rendered null and void or require revision.

It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report. The sketches in this report, which are approximate only, and the photographs are included to assist the reader in visualizing the property. All data, cost estimates and statements are, in most cases, gathered from reliable sources and from reputable local or area business concerns, but in no sense guaranteed. If a survey has been included, or relied upon, it is assumed to be correct. No responsibility is assumed in the contrary and should an error in the survey sufficiently alter the subject property, this appraisal is considered null and void.

## GENERAL LIMITING CONDITIONS

This appraisal report has been made with the following General Limiting Conditions.

1. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
2. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with the proper written qualifications, and only in its entirety.
3. The appraiser herein, by reason of this appraisal, is not required to give further consultation, testimony or be in attendance in court with reference to the property in question unless arrangements have been previously made.
4. Neither all nor any part of the contents of this report (especially any conclusion as to value, the identity of the appraiser or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales or other media without the prior written consent and approval of the appraiser.
5. This appraisal is based on the Environmental Hazards Statement and Concurrency Statement located in the Hetteema Saba Master file.
6. The current owner of record is taken from the Sarasota County Property Appraisers Office. It should not be used for legal purposes without verification. The reader is advised to obtain an abstract of title if this issue is in question.
7. The subject maps are for illustrative purposes and should not be construed to represent the exact legal boundaries of the subject property. The reader should refer to the legal description for the legal identification of the subject property for analysis purposes. Likewise, the maps depicting the comparable market data are an aid to the reader in locating these properties. These maps may not represent the exact legal boundaries of these properties.
8. The dimensions and size of the acquisitions are based on sketches provided by Ardurra.
9. Where the value of the various components of the property are shown separately, the value of each is segregated only as an aid to better estimating the value of the whole; the independent value of the various components may, or may not, be the market value of the component. 1

## EXTRAORDINARY ASSUMPTIONS

"Extraordinary Assumption" is defined as:

*"An assignment-specific assumption, as of the effective date regarding uncertain information used in an analysis, which, if found to be false, could alter the appraiser's opinions or conclusions.*

Comment: Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.”<sup>2</sup>

According to James L. Turner the subject property has been designated as a future aggregate mining operation. There has not been a permit issued as of the effective date of the analysis. Per instruction from Arlena Dominick, Ardurra the analysis presented in this report is based on the extraordinary assumption that the potential mining operation does not exist.

---

<sup>2</sup> USPAP 2018-2019 (The Appraisal Foundation), page 4

## SUBJECT PHOTOS



Northern Portion of the Subject Property



Middle Portion of the Subject Property



Southern Portion of the Subject Property



Wetland Area, Northern side of the Pump Station Site





Eastern Portion of the Pump Station Site



Western Portion of the Pump Station Site



75' Utility Easement, Looking West From the Pump Station Site



Looking West From the Pump Station Site at the Greenway  
Portion of the HiHat Master Planned Development



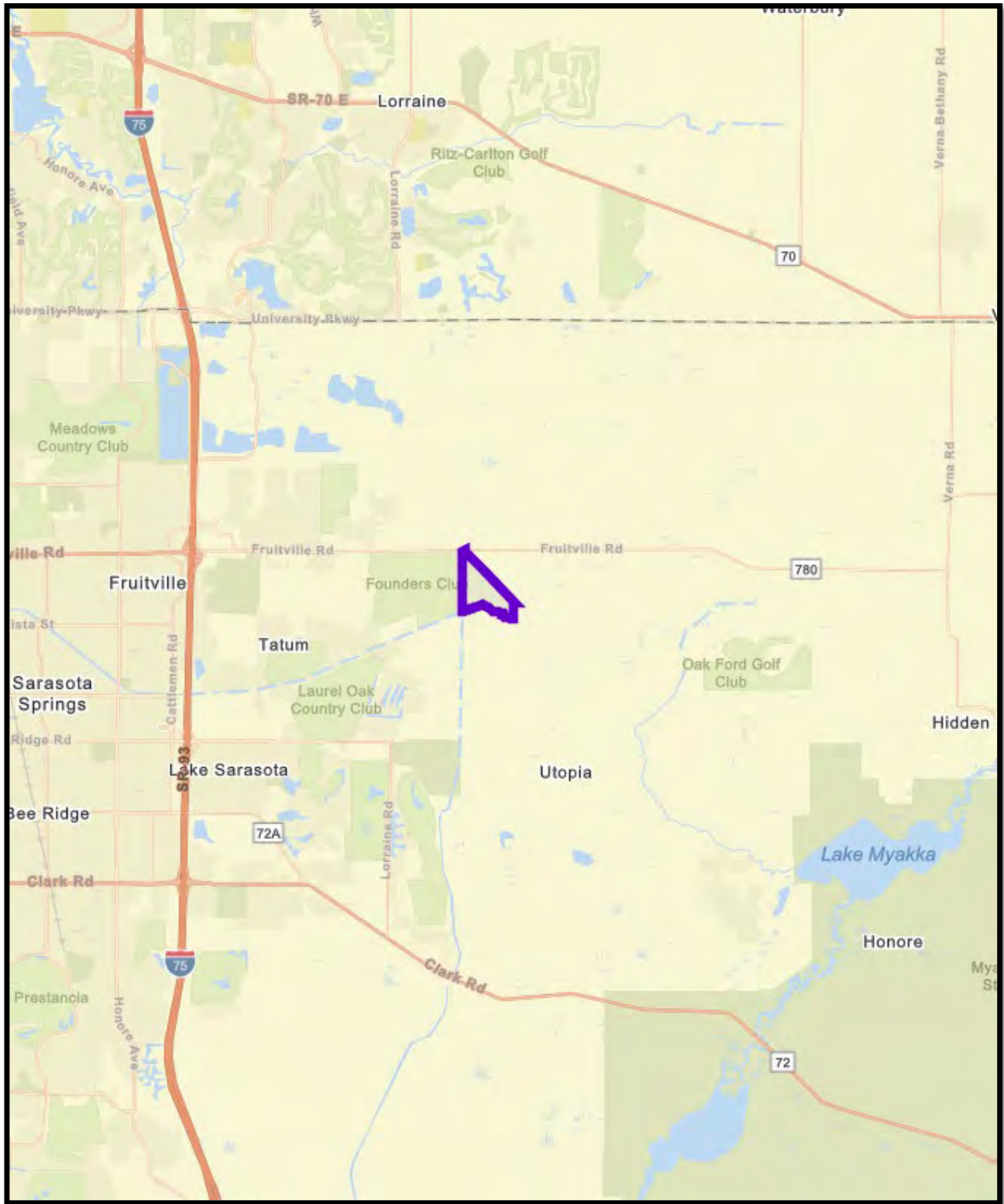
Fruitville Road, Looking West From The Subject Property



Fruitville Road, Looking East From The Subject Property



# SUBJECT MAPS



Location Map

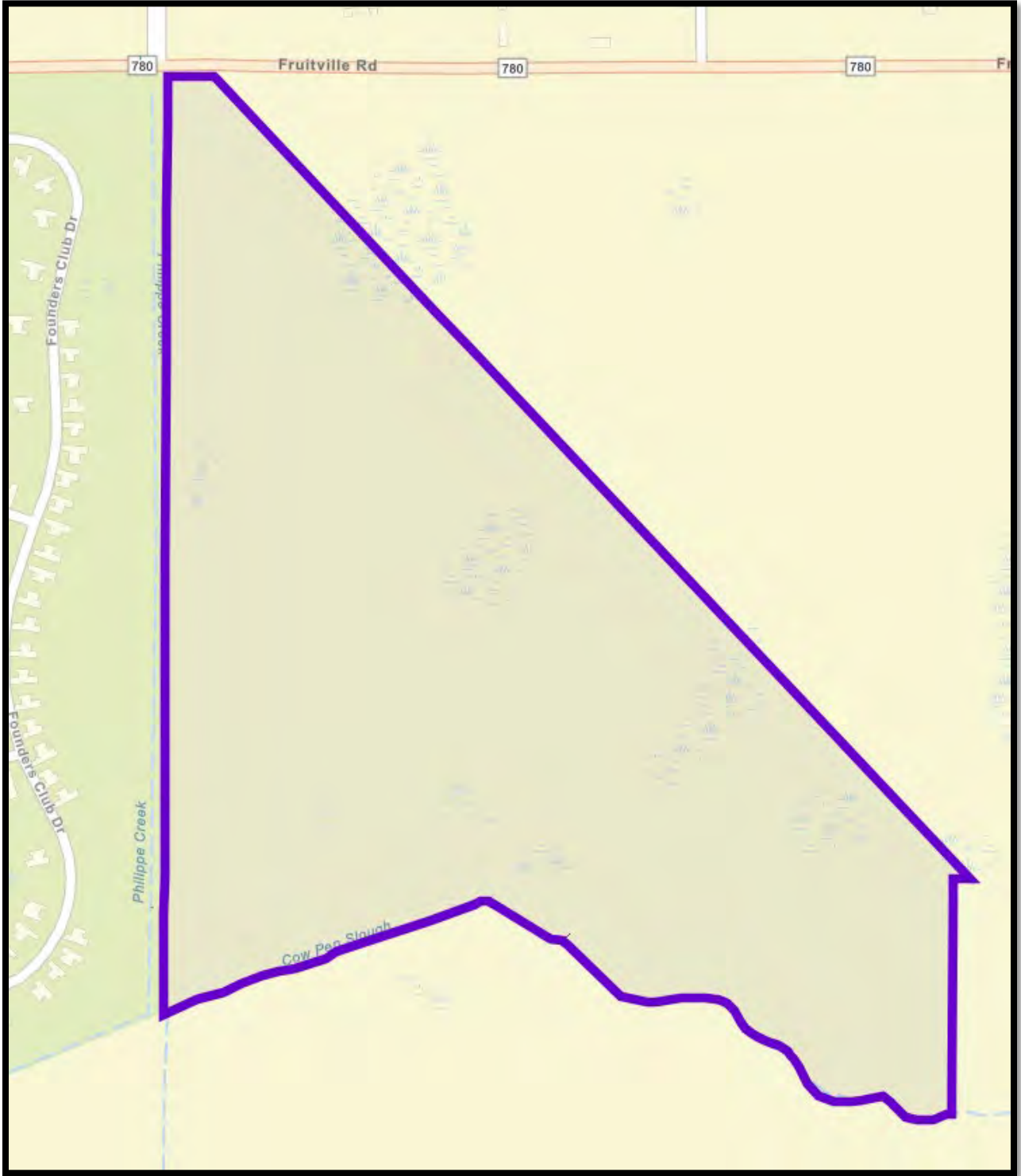


Neighborhood Map

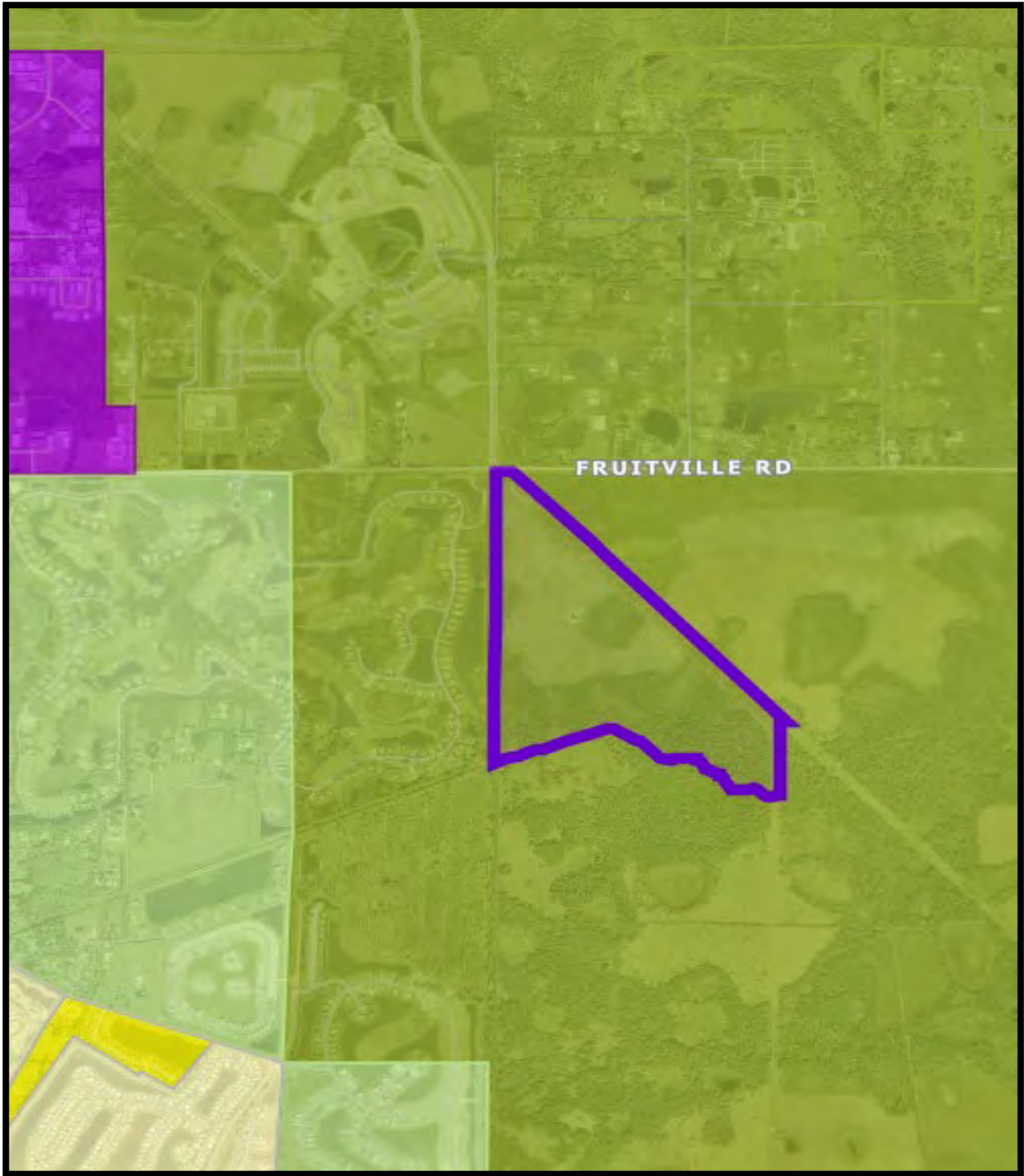




Aerial

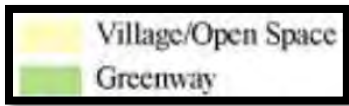
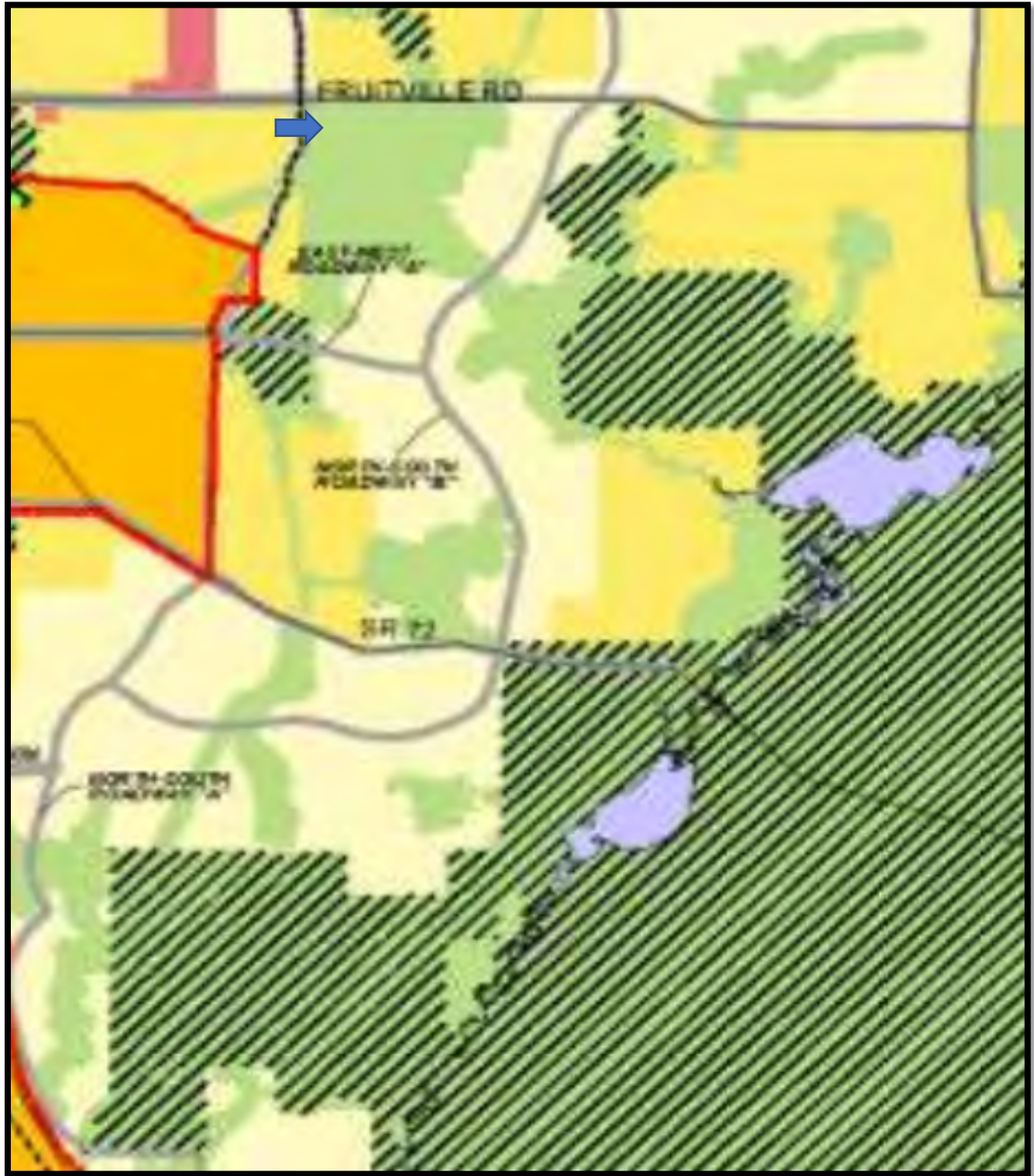


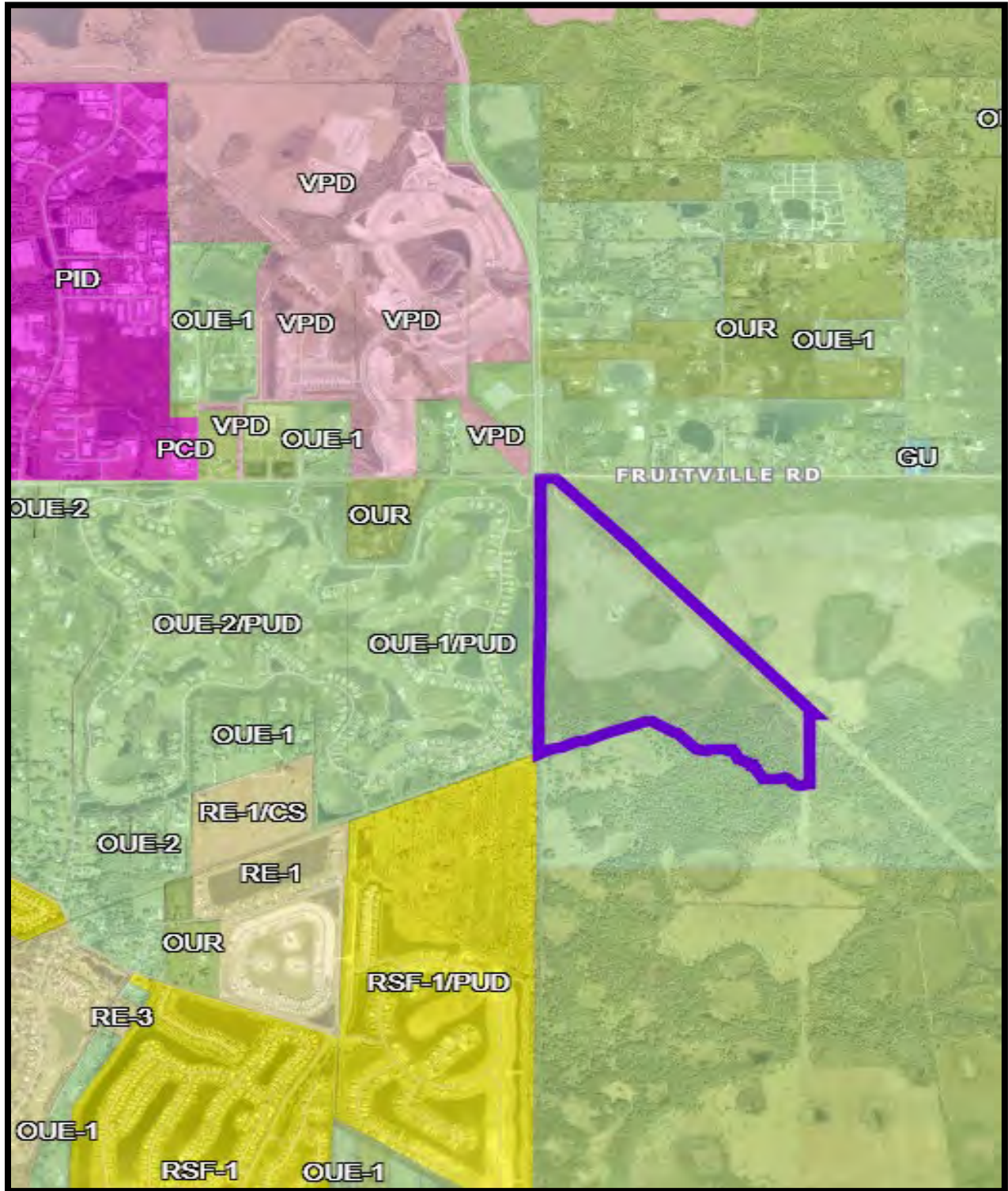
Plat Map



Future Land Use Map



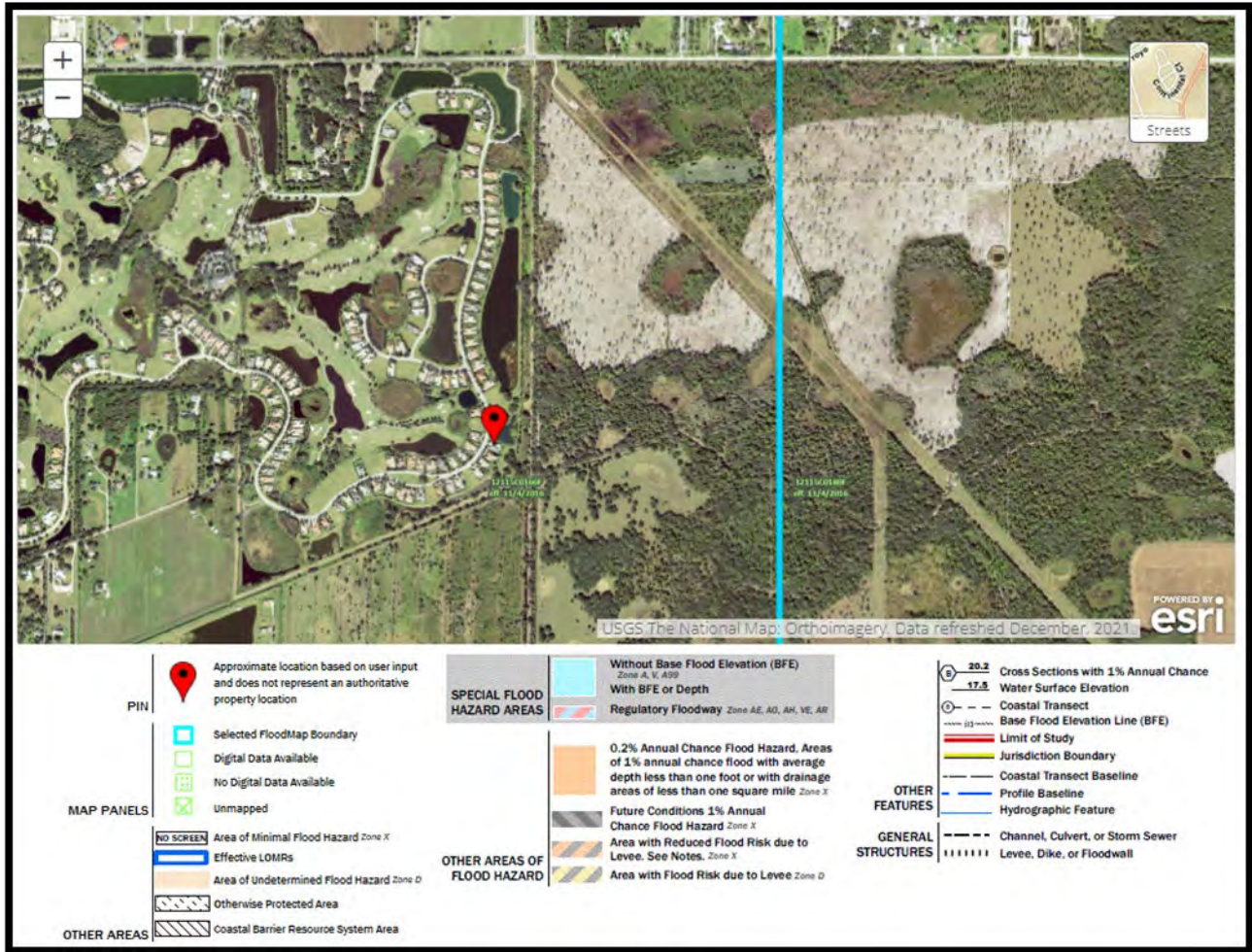




Open Use Estate

OUE-1, Sarasota County  
Zoning Map

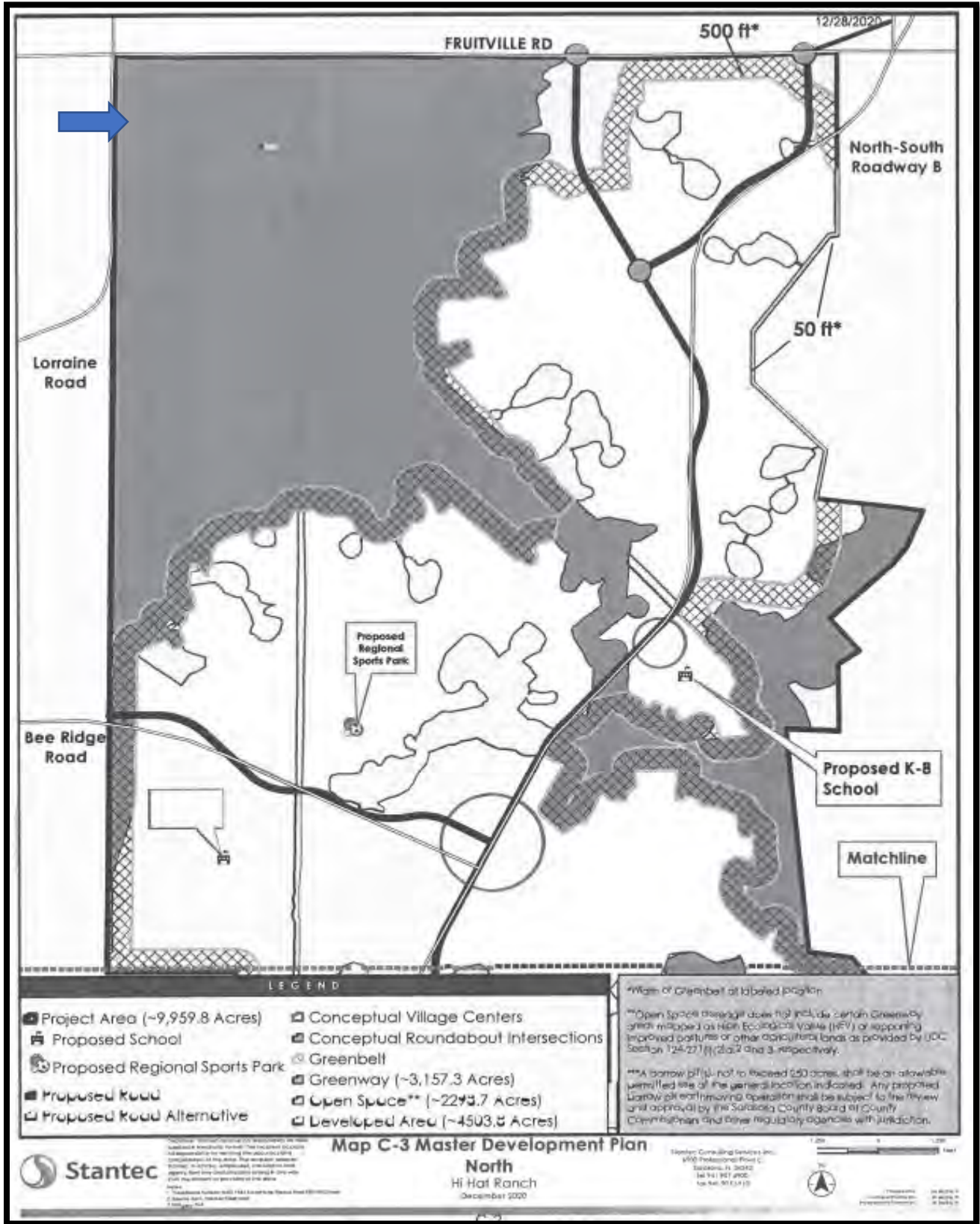




## Flood Zone Map

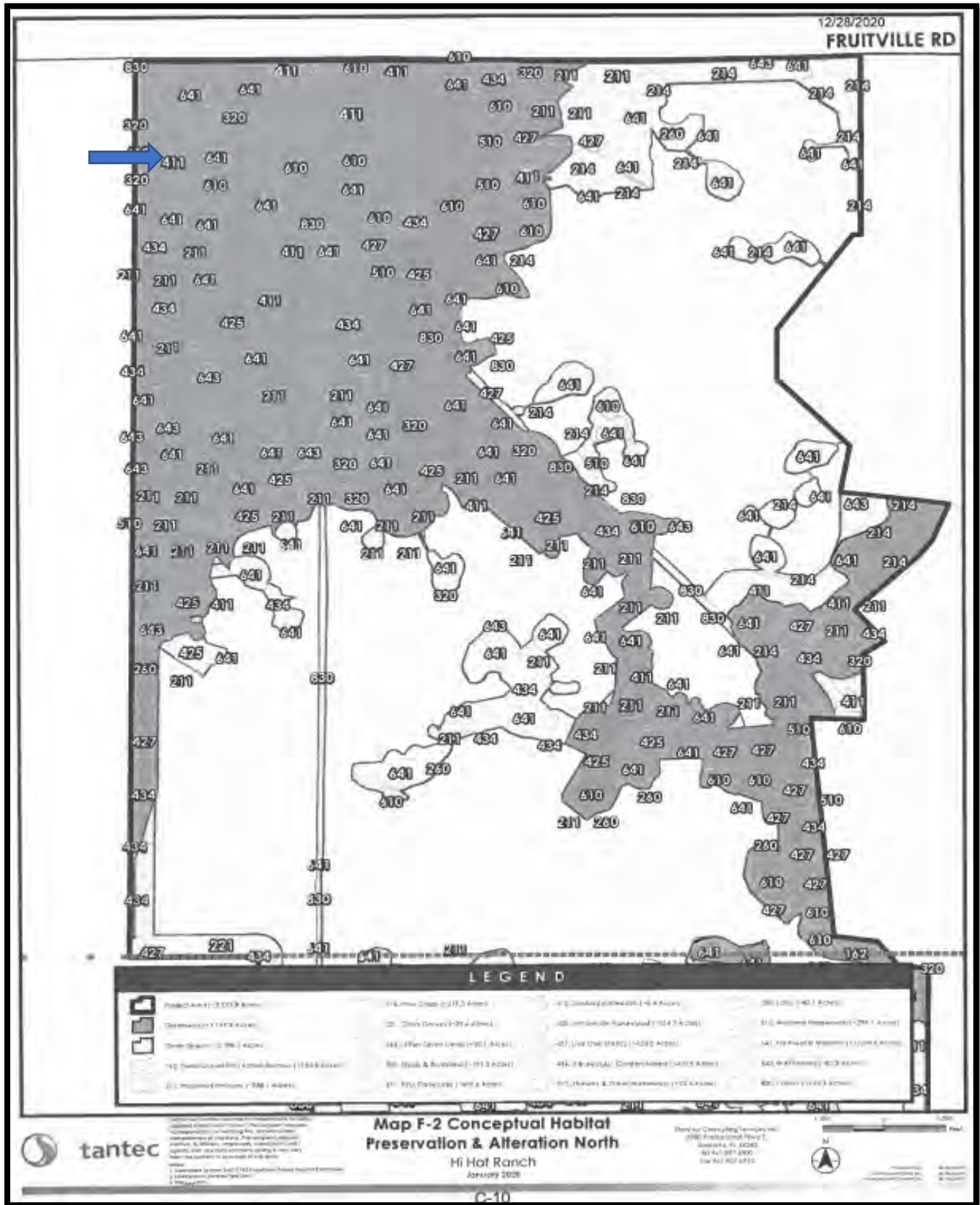
### Zone X

12115C0160F & 0180F, Eff. 11/4/2016



Master Development Plan (Northern Portion)

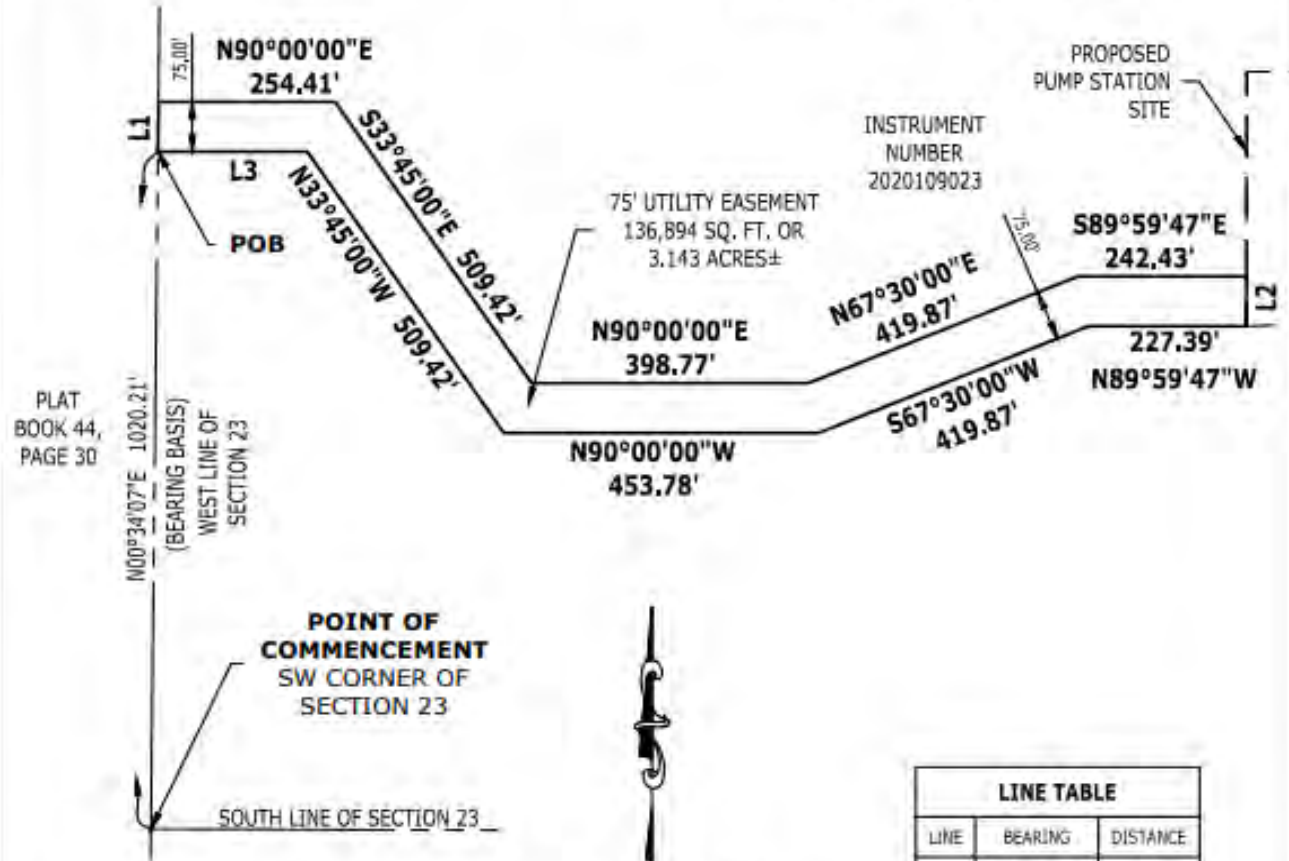




411, Pine Flatwoods

THIS IS NOT A SURVEY

**SECTION 23, TOWNSHIP 36 SOUTH, RANGE 19 EAST  
SARASOTA COUNTY, FLORIDA**



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°34'07"E	75.00'
L2	S00°05'41"W	75.00'
L3	N90°00'00"W	215.06'

**LEGEND:**  
 POB = POINT OF BEGINNING  
 ORB = OFFICIAL RECORDS BOOK  
 PG = PAGE  
 SQ. FT. = SQUARE FEET

WADE TRIM

75' UTILITY EASEMENT

SCALE: 1" = 250'	DATE: 05/03/2022	JOB No. 2021-0030-01
DRAWN: ENE	CHECKED: GPB	SECTION: 23 TOWNSHIP: 36S RANGE: 19E

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION  
 Sketch and Legal Description not valid without the original  
 signature and seal of a Florida licensed Surveyor and Mapper.

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**GREG BAKSIS**  
 PROFESSIONAL SURVEYOR AND MAPPER  
 STATE OF FLORIDA # LS6056  
 CERTIFICATE OF AUTHORIZATION No. LB 2610



THIS IS NOT A SURVEY

**LEGAL DESCRIPTION:** (BY ARDURRA)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED IN INSTRUMENT NUMBER 2020109023, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, LYING IN SECTION 23, TOWNSHIP 36 SOUTH, RANGE 19 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 36 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA; THENCE NORTH 00°34'07" EAST, ALONG THE WEST LINE OF SAID SECTION 23, A DISTANCE OF 1,020.21 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE ALONG SAID WEST LINE NORTH 00°34'07" EAST, A DISTANCE OF 75.00 FEET; THENCE, LEAVING SAID WEST LINE NORTH 90°00'00" EAST, A DISTANCE OF 254.41 FEET; THENCE SOUTH 33°45'00" EAST, A DISTANCE OF 509.42 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 398.77 FEET; THENCE NORTH 67°30'00" EAST, A DISTANCE OF 419.87 FEET; THENCE SOUTH 89°59'47" EAST, A DISTANCE OF 242.43 FEET; THENCE SOUTH 00°05'41" WEST, A DISTANCE OF 75.00 FEET; THENCE NORTH 89°59'47" WEST, A DISTANCE OF 227.39 FEET; THENCE SOUTH 67°30'00" WEST, A DISTANCE OF 419.87 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 453.78 FEET; THENCE NORTH 33°45'00" WEST, A DISTANCE OF 509.42 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 215.06 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 3.143 ACRES.

**SURVEYOR'S NOTES:**

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
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3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. BEARINGS ARE BASED ON THE WEST LINE OF SECTION 23, BEING NORTH 00°34'07" EAST, AS SHOWN HEREON.
5. DISTANCES SHOWN HEREON ARE IN U.S. FEET.

WADE TRIM

75' UTILITY EASEMENT



4921 Memorial Highway  
One Memorial Center, Suite 300  
Tampa, Florida 33634  
Phone: (813) 880-8881  
www.Ardurra.com  
License: 02610



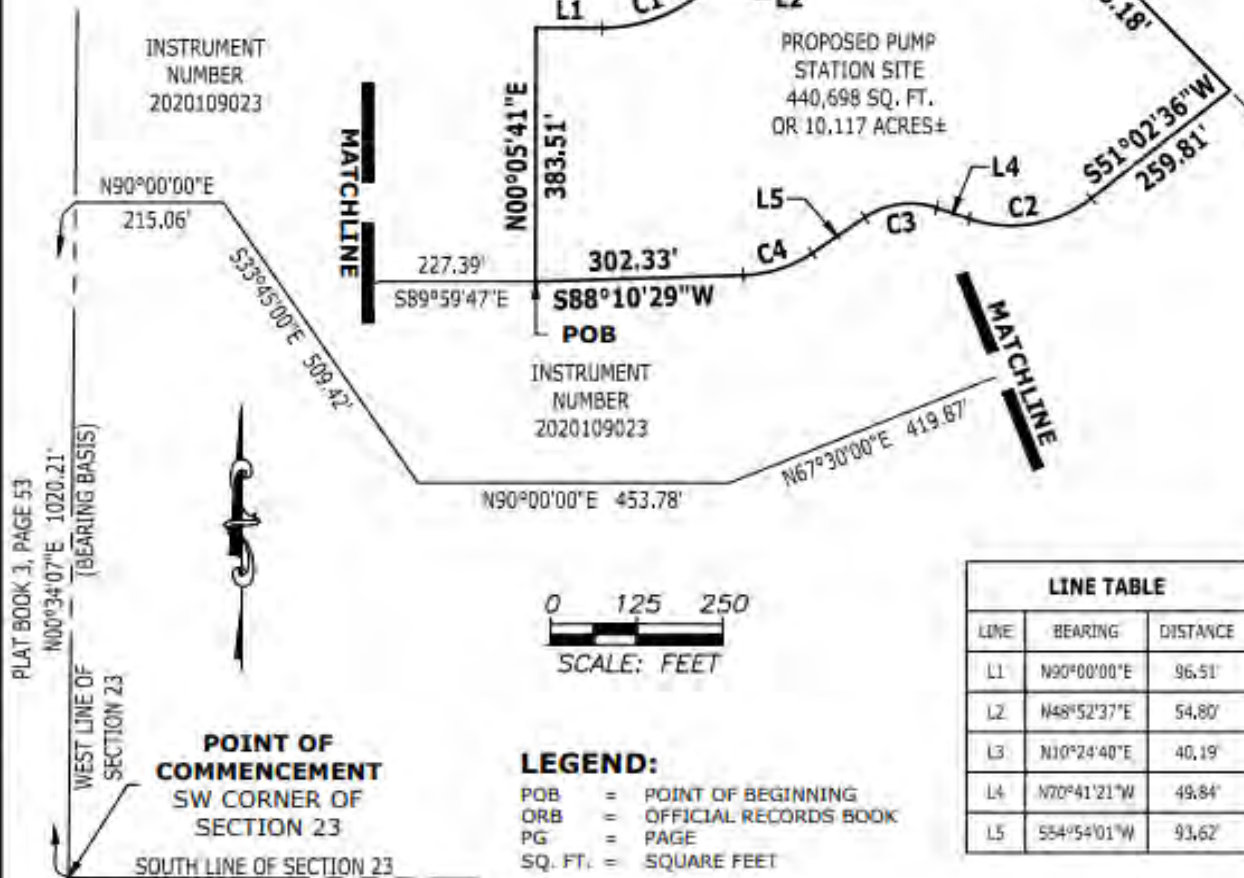
THIS IS NOT A SURVEY

**SECTION 23, TOWNSHIP 36 SOUTH, RANGE 19 EAST  
SARASOTA COUNTY, FLORIDA**

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	172.55'	220.00'	44°56'19"	N67°31'50"E	168.16'
C2	188.14'	185.00'	58°16'03"	S80°10'38"W	180.13'
C3	109.21'	115.00'	54°24'38"	S82°06'20"W	105.15'
C4	107.44'	185.00'	33°16'28"	S71°32'15"W	105.94'

SOUTHWESTERLY  
LINE OF PARCEL 3  
ORB 874, PG 931

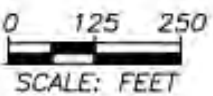
PARCEL 3  
ORB 874, PG 931



PLAT BOOK 3, PAGE 53  
N00°34'07"E 1020.21'

WEST LINE OF SECTION 23  
S33°45'00"E 509.42'

POINT OF COMMENCEMENT  
SW CORNER OF SECTION 23  
SOUTH LINE OF SECTION 23



**LEGEND:**  
POB = POINT OF BEGINNING  
ORB = OFFICIAL RECORDS BOOK  
PG = PAGE  
SQ. FT. = SQUARE FEET

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N90°00'00"E	96.51'
L2	N48°52'37"E	54.80'
L3	N10°24'40"E	40.19'
L4	N70°41'21"W	49.84'
L5	S54°54'01"W	93.62'

WADE TRIM

PUMP STATION SITE

SCALE 1" = 250'	DATE 05/03/2022	JOB No. 2021-0030-01
DRAWN ENE	CHECKED GPB	SECTION 23
		TOWNSHIP 36S
		RANGE 19E

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION  
Sketch and Legal Description not valid without the original  
signature and seal of a Florida licensed Surveyor and Mapper.



4921 Memorial Highway  
One Memorial Center, Suite 200  
Tampa, Florida 33614  
Phone: (813) 880-8861  
www.ardurra.com  
License#02610

**GREG BAKSIS**  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA # LS6958  
CERTIFICATE OF AUTHORIZATION No. LB 2610

THIS IS NOT A SURVEY

**LEGAL DESCRIPTION:** (BY ARDURRA)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED IN INSTRUMENT NUMBER 2020109023, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, LYING IN SECTION 23, TOWNSHIP 36 SOUTH, RANGE 19 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 36 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA; THENCE NORTH 00°34'07" EAST, ALONG THE WEST LINE OF SAID SECTION 23, A DISTANCE OF 1,020.21 FEET; THENCE, LEAVING SAID WEST LINE, NORTH 90°00'00" EAST, A DISTANCE OF 215.06 FEET; THENCE SOUTH 33°45'00" EAST, A DISTANCE OF 509.42 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 453.78 FEET; THENCE NORTH 67°30'00" EAST, A DISTANCE OF 419.87 FEET; THENCE SOUTH 89°59'47" EAST, A DISTANCE OF 227.39 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 00°05'41" EAST, A DISTANCE OF 383.51 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 96.51 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE EASTERLY 172.55 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 220.00 FEET, A CENTRAL ANGLE OF 44°56'19", AND A CHORD BEARING AND DISTANCE OF NORTH 67°31'50" EAST 168.16 FEET; THENCE NORTH 48°52'37" EAST, A DISTANCE OF 54.80 FEET; THENCE NORTH 10°24'40" EAST, A DISTANCE OF 40.19 FEET; THENCE NORTH 48°52'37" EAST, A DISTANCE OF 355.37 FEET TO THE SOUTHWESTERLY LINE OF PARCEL 3 AS DESCRIBED IN OFFICIAL RECORDS BOOK 874, PAGE 931, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE SOUTH 43°18'36" EAST, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 643.18 FEET; THENCE, LEAVING SAID SOUTHWESTERLY LINE, SOUTH 51°02'36" WEST, A DISTANCE OF 259.81 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE WESTERLY 188.14 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 185.00 FEET, A CENTRAL ANGLE OF 58°16'03", AND A CHORD BEARING AND DISTANCE OF SOUTH 80°10'38" WEST 180.13 FEET; THENCE NORTH 70°41'21" WEST, A DISTANCE OF 49.84 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE WESTERLY 109.21 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 115.00 FEET, A CENTRAL ANGLE OF 54°24'38", AND A CHORD BEARING AND DISTANCE OF SOUTH 82°06'20" WEST 105.15 FEET; THENCE SOUTH 54°54'01" WEST, A DISTANCE OF 93.62 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE WESTERLY 107.44 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 185.00 FEET, A CENTRAL ANGLE OF 33°16'28", AND A CHORD BEARING AND DISTANCE OF SOUTH 71°32'15" WEST 105.94 FEET; THENCE SOUTH 88°10'29" WEST, A DISTANCE OF 302.33 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 10.117 ACRES.

**SURVEYOR'S NOTES:**

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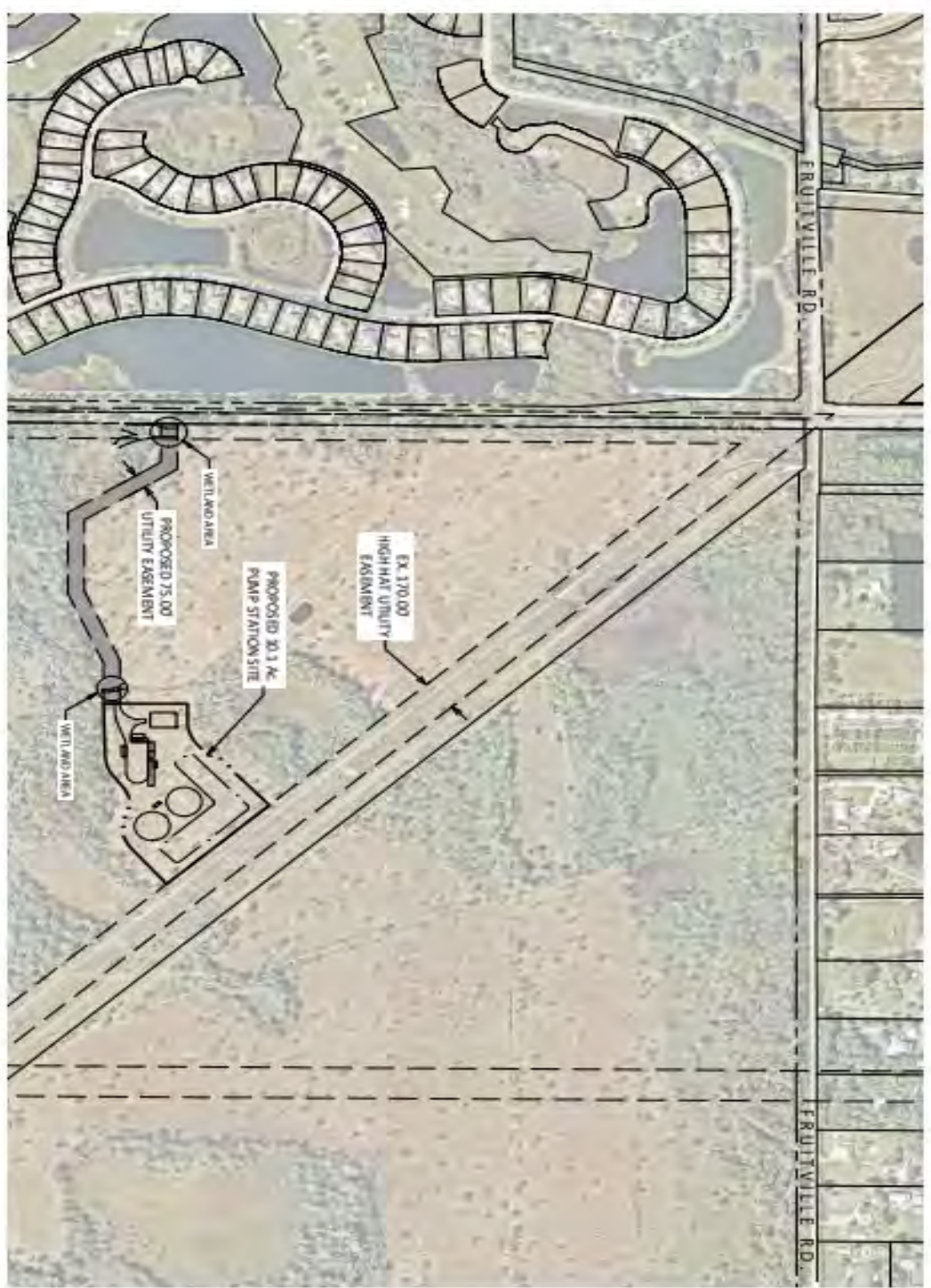
WADE TRIM

PUMP STATION SITE



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SITE DATA TABLE			
DESCRIPTION	WETLAND SF. (AC)	UPLAND SF. (AC)	TOTAL SF. (AC)
75' UTILITY EASEMENT	4826 (0.11)	132036 (3.03)	136862 (3.14)
PUMP STATION SITE	0	440341 (10.0)	440341 (10.0)

**PROPOSED SITE SKETCH**  
**75 FT UTILITY EASEMENT**

**EXH-075**

05/04/2022

0 500 1000  
SCALE FEET

ARDURRA  
CALCULATED SURVEYING, LLC

## APPRAISAL REPORT

*This is an appraisal report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) in the current edition of the Uniform Standards of Professional Appraisal Practice (USPAP), for an appraisal report. It presents discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is contained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this appraisal report.*

### SUBJECT PROPERTY

The subject is the vacant tract of land located on the southern side of Fruitville Road at its intersection with Lorraine Road and is part of the HiHat Ranch Master Development Plan in Sarasota, Florida. From the subject, this appraisal will analyze the fee simple (proposed pump station site) and 75 ft wide utility easement (water transmission line and other utilities) acquisitions in the southern boundary of the land tract. The subject contains a total of 244.64 acres of land, currently zoned OUE-1, but can be rezoned to VPD (Village Planned District) by Sarasota County in accordance with the master development plan.

The opinion of value contained in this appraisal is the value of the fee simple interest.

### APPRAISAL FILE NUMBER – 222C022

### CURRENT OWNER OF RECORD

RJB Partners LLC  
JDCK Operations LLC  
529 68<sup>th</sup> Street  
Holmes Beach, FL. 34217

### CLIENT AND INTENDED USERS

#### Client:

Arlena Dominick  
Right of Way Acquisition Support Services  
Ardurra  
4921 Memorial Highway, Suite 300  
Tampa, FL. 33634

#### Intended User:

Peace River Manasota Regional Water Supply Authority  
Sarasota County

### SCOPE OF WORK

This appraisal report has been performed as provided for in the most recent version of the Uniform Standards of Professional Appraisal Practice (USPAP) referring to Standards Rule 2-2. USPAP states that an appraiser must use care when characterizing the type of report and level of information communicated upon completion of assignments. An appraiser may use any other label in addition to, but not in place of, the label set forth in the standards for the type of report provided. USPAP requires that the appraiser must be certain the information provided is sufficient for the client and intended users to understand the rationale for the opinions and conclusions.

The following independent investigations and analyses are undertaken in performing the appraisal, as follows:

- Ronald M. Saba, MAI, inspected the subject property, and the acquisitions on May 27, 2022, and this is the date the photographs were taken.
- The area and neighborhood data are based on physical inspection of the surrounding neighborhood and consulting a variety of public sources for information deemed sufficient to describe the area and neighborhood for the specific needs of this assignment.
- The site descriptions are based on physical inspection of the property and consultation of the Sarasota County Tax and Zoning Maps, Ordinance No. 2021-008 Master Development Order for HiHat Ranch dated June 14, 2021, and further discussions with Sarasota Planning Department and James L. Turner (ownership representative). A preliminary ecological assessment performed by Ardurra dated April 2022.
- The highest and best use analysis incorporates the four factors that are commonly considered in highest and best use, the physical uses, legally permissible uses, financially feasible uses, and the uses that create the greatest maximally productivity of the site. These are considered but the conclusions are summarized and stated herein. The highest and best use of the property is analyzed as vacant.
- The subject's market area is Sarasota County, with specific emphasis placed on parcels of land with similar locational characteristics, land use designations, zoning, and residential density.
- The sales data was assembled from the office database system, which is constantly updated and researching sales information within the subject's market area. The sales information was verified with either the seller, buyer, listing or sales agents, in addition to researching public records.

This appraisal report is being performed to allow the client and intended users to analyze the basis of my market value opinion of the acquisitions from the subject property. This report is presented with sufficient information contained herein to allow the client and intended users to understand the rationale for my value opinions and conclusions. The intended users are those parties specifically outlined in this appraisal and this appraiser is not responsible for unauthorized use of this report.

The configurations of the subject property “before” and “after” the acquisition have been analyzed in terms of the project and the specific acquisitions from the subject property and I have concluded that there will be no significant changes brought on by this acquisition that would create any severance damages. The acquisitions relative to the subject property are deemed minor in the context of both total value before the acquisition and in impact to use and highest and best use of the subject property both before and after the acquisitions. Therefore, the same market data and sales analysis will be utilized in formulating the opinion of the market value of the remainder property, as if vacant.

The analysis contained in this appraisal report will only address and conclude a value of the subject property, as vacant, before the acquisition, loss of items within the acquisition if any, cost to cure, if any, and value opinion of the remainder, as if vacant.

The land value opinion is estimated using the Sales Comparison Approach. The Cost, Sales Comparison (improved) and Income Approaches, as they relate to the subject property are not used and are not presented herein. These approaches are not utilized due to no significant changes brought on by this



acquisition that would create any severance damages.

The dimensions and size of the acquisitions are based on a parcel sketch with a legal description provided by Ardurra. A copy of the parcel sketches is in the beginning of the report.

## APPRAISAL PROBLEM

The Peace River Manasota Regional Water Supply Authority and Sarasota County has determined it is in the public interest to acquire a fee simple interest to build a pump station with an easement for a utility line to the adjacent property to the west owned by Sarasota County. The acquisition areas are in the southern portion of the subject site, which is designated as greenway in the overall development plan of the HiHat Ranch. The fee simple acquisition will reduce the overall development by nineteen units. Due to the proposed improvements in the acquisition areas being in the northwest corner of the greenway with most of the area being Pine Flatwoods, it will not be visible to the proposed development to the east and will not impact the overall development.

The intended users are utilizing Ardurra to design the project and create the construction drawings and specifications that will dictate how the improvements are to be completed. Surveys done by Ardurra will be responsible for making an accurate determination of where each of the interests that will be taken are situated on the subject property and to recognize any improvements that may be affected by the acquisitions. These documents are relied upon in the formulation of this appraisal.

Regarding the subject property, the specific appraisal problem involves the acquisitions of a fee simple parcel totaling 10.117 acres and a permanent utility easement containing 3.143 acres. The fee simple acquisition and permanent utility easement will not impact the use and function of the remainder tract as greenway and will not adversely affect the highest and best use of the remainder tract, as it is related to the HiHat Ranch Master Development Plan before the acquisitions.

## PURPOSE, FUNCTION, AND INTENDED USE OF THE APPRAISAL

The purpose of the appraisal is to provide an opinion of the market value of the permanent interests to be acquired from the subject property. It will also provide an opinion of the value of improvements lost, and/or cost to cure, if applicable. The total value of all these elements is intended to then become my opinion of the total amount of just compensation due the owner because of the acquisitions interest from the subject property. This appraisal report is specifically intended to be used only for the negotiation of a settlement for these issues.

## PROPERTY RIGHTS APPRAISED

The opinion of market value for the parent subject parcel and the interest taken assume the “fee simple estate” which is defined as:

*“...absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.”<sup>3</sup>*

The acquisitions from the subject property are appraised in fee simple. The partial interests such as easements, whether permanent or temporary, begin with a valuation of the fee simple interest with modifications then made relative to the benefit and interest conveyed by the easements which are partial interests in real property.

“Easement” is defined as:

*“The right to use another’s land for a stated purpose”<sup>4</sup>*

In the context of this appraisal, the utility easement is perpetual, where the easement interest is conveyed forever.

## EFFECTIVE DATE OF APPRAISAL AND REPORT PREPARATION DATE

The effective date of this appraisal is May 27, 2022. This is the date of inspection and establishes the date on which the analysis is based. The appraisal report was prepared on the date the certification was signed.

## DEFINITION OF MARKET VALUE

” Market Value” is hereby defined and qualified as:

*The most probable price that a property should bring in a competitive and open market under all condition’s requisite to a fair sale, the buyer and seller, each acting prudently, and knowledgeably, and assuming the price is not affected by undue stimulus.*

*Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:*

- a. buyer and seller are typically motivated.*
- b. both parties are well informed or well advised, and acting in what they consider their best interest.*
- c. a reasonable time is allowed for exposure in the open market.*
- d. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*
- e. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.<sup>5</sup>*

## LEGAL DESCRIPTION

The subject property is legally described as follows:

**Parcel Description:** BEG AT INTRS OF NELY LINE OF ESMT DESC IN OR 874/931 WITH W LINE OF SEC 23-36-19 TH S 45-09-57 E TO S LINE OF SEC 23 TH WLY TO SW COR OF SEC TH NLY TO POB, TOGETHER WITH THAT PORTION OF SEC 26-36-19 LYING N OF C/L OF COW PEN SLOUGH, CONTAINING 244 C-AC M/L, BEING SAME LANDS AS DESC IN ORI 2020109023

## TAX INFORMATION

**Property ID #:** 0223002010

Land Value: \$2,099,400

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4 Ibid, Page 71

5 12 C.F.R. Part 34.42 (g): 55 Federal Register 34,696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992: 59 Federal Register 29499, June 7, 1994

Just:	\$2,099,400
Total Assessment:	\$33,500
Real Estate Taxes (2021):	\$422.01

## ZONING INFORMATION

The subject property is zoned OUE-1 (Open Use Estate) but can be rezoned to VPD (Village Planned District) by Sarasota County in accordance with the master development plan.

### ***11.2.3. Village Planned Development District (VPD) Zoning Standards.***

- a. **Purpose and Intent Statement.** The VPD District provides an area for coordinated mixed-use developments which include Neighborhoods, each comprised of a broad range of residential housing types, **one** Neighborhood Centers **per Neighborhood**, Recreational Space, schools, and **one** Village Centers that includes residential, commercial, office, Public/Civic uses, and Public Space within a planned development. Each VPD District has appropriate perimeter buffering and Open Space that is achieved through the Transfer of Development Rights and density bonus programs. The variety of land uses available in this district will allow flexibility to respond to market demands and the needs of tenants and residents, which provides for a variety of physically and functionally integrated land uses.

The VPD District allows residential uses, including multifamily residential communities or upper story and attached residential dwelling units, in order to promote live-work and mixed use opportunities. When rezoning to the VPD District, Master Land Use Plans are binding. The VPD District is used to implement the Comprehensive Plan within those areas of Sarasota County shown as Village Land Use within the Village/Open Space RMA on the Future Land Use Map Series, Figure RMA-3.

- b. **Description of Form.** A Village is a collection of Neighborhoods that have been designed so that a majority of the housing units are within a walking distance or one-quarter mile radius of a Neighborhood Center. A Village shall be supported by **one internally designed**, a mixed-use Village Center (designed specifically to serve the daily and weekly retail, office, and Public/Civic use and services needs of Village residents), and the Village shall generally be surrounded by large expanses of Open Space that are designed to protect the character of the rural landscape and provide separation between the Village and existing low density rural development. An example illustration of this form is provided in Figure VOS-1.



Neighborhoods form the basic building block for development within the VPD. Neighborhoods are characterized by a mix of residential housing types that are distributed on a connected street system. The majority of housing is within a walking distance or one-quarter mile radius of a Neighborhood Center.

c. General District Requirements.

1. Residential Density.

i. Villages are entitled to a base residential density of 0.29 dwelling units per acre of Developed Area. Additional density may be obtained only by transfer from sending zones outside of the Developed Area of the Village and/or from sending zones on other properties, under the Transfer of Development Rights program.

ii. Required Minimum Density within Developed Area: 3 du/Gross Developable Acre.

iii. Target Density: 6 du/Net Residential Acre.

iv. Maximum Density allowed within Developed Area: 5 du/Gross Developable Acre or 6 du/Gross Developable Area if the additional units are Affordable Housing Units.

v. Residential Density is calculated for the entire development site Developed Area and not for each individual neighborhood.

**COMMENTARY:** These 'Residential Density' provisions follow the 2050 tenet that additional residential density beyond which has been identified above for a property is not granted without removing that density from another property to facilitate the protection of Open Space.

2. Nonresidential.

i. Village Center Commercial/Retail/Office.

Maximum Size: 300,000 gross leasable square feet.

Minimum Size: 50,000 gross leasable square feet.

ii. Neighborhood Center Commercial/Retail/Office.

Maximum Size: 20,000 gross leasable square feet.

3. Open Space. Minimum Open Space outside the Developed Area: Equal to or greater than the Developed Area.

#### 4. Village—General.

- i. **Village Size:** The minimum size of a Village has been designed to be sufficient to support a public elementary school of 800-student enrollment.

**Maximum Size:** 3,000 acres of Developed Area

**Minimum Size:** 1,000 acres of Developed Area if not adjacent to Urban Service Area Boundary (USB). Areas separated from the USB by I-75 or SR 72 are not considered adjacent to the USB.

- ii. **Village Locational Requirements:** The developed areas within a Village shall be located on the site in a manner that is compatible with the existing adjacent development patterns and that best meets the goals for connected open space and native habitat preservation.

### Comprehensive Land Use Plan Designation

The subject property is in an area designated Rural.

Rural area preserves agricultural lands, maintains open spaces, and protects native habitats. Residential densities in the rural area are typically limited to a maximum of one dwelling unit per five acres.

In the Sarasota County 2050 Plan it is designated as Village.

**VILLAGE:** A future land use designation within the Village/Open Space RMA that consists of a collection of Neighborhoods around a Village Center and surrounded by a large expanse of protected Open Space.

### HISTORY OF SUBJECT PROPERTY

The Uniform Standards of Professional Appraisal Practice require that any prior sales of the subject over the previous three years be considered and analyzed. Also, any current sales agreement, option, or listing of the subject property must be considered and analyzed.

There is no option or listing covering the subject property. The prior transfer of the subject property and sales agreement are presented next.

According to Public Records, the last transaction was a special warranty deed on August 13, 2020, for \$453,000 (Instrument #2020109023). The grantor was Richard E. Turner, undivided ½ interest and the grantee was RJB Partners LLC. This was a transfer between affiliated parties and is not considered an arm's length transaction.

James L. Turner stated that they have negotiated the sale of 3,000 units on 1,258 acres of the first village in the HiHat Master Development Plan, in which the subject is a part. He did not want to disclose the purchaser, but the purchase price is \$75,000 to \$78,000 per residential unit in which the buyer is to pay all infrastructure cost. According to the analysis presented in the Sales Comparison Approach later in the report this transaction is at market levels.



## AREA ANALYSIS

The subject property is in Sarasota County which is in the southwestern region of the State of Florida. Before the current economic recession, the State of Florida had been one of the fastest growing states in the United States. Florida is currently the third most populous state in the country. The primary factor, which fueled Florida's growth, is its warm semi-tropical climate making it one of the most desirable states in which to reside.

Sarasota County's attractive physical characteristics and climate have attracted large numbers of new residents, especially retirees in the past. This fueled Sarasota's service and retail-related economy. The industrial sector of the economy is small and mainly geared toward construction and other light manufacturing industries.

Because of the general economic recession, the county experienced a lack of demand in all sectors of real estate. What is now called the "Great Recession" from 2007 to 2009 caused values to decline significantly after an artificially high boom which saw prices rise sharply from the end of 2004 into 2006. Since 2010 the residential sectors with competitively priced homes are selling with the supply of listings dropping. Home prices after taking their hits initially have shown steady improvement and growth over the last few years. There have been several large investors that bought up subdivision lots and entitled land in the expectation of future growth that is now happening in record numbers. Residential pricing appears to have returned to the pre-boom levels of 2003 to early 2004 and in some areas the prices have increased above those levels. Another reason new home price is rising is due to the increased land costs as new developments come on the market. Two positive developments for Sarasota County are the return of tourism in record levels exceeding pre-recession numbers setting new records each of the last three years and the record number of retirees (many of them baby boomers) settling in Sarasota County. For example, from mid-2013 to mid-2014 approximately 7,000 new residents were added to the population in Sarasota County. In the past, 3,000 in one year was thought to be a respectable number. Most of the area's residential developers have had record years each surpassing the previous year since 2012.

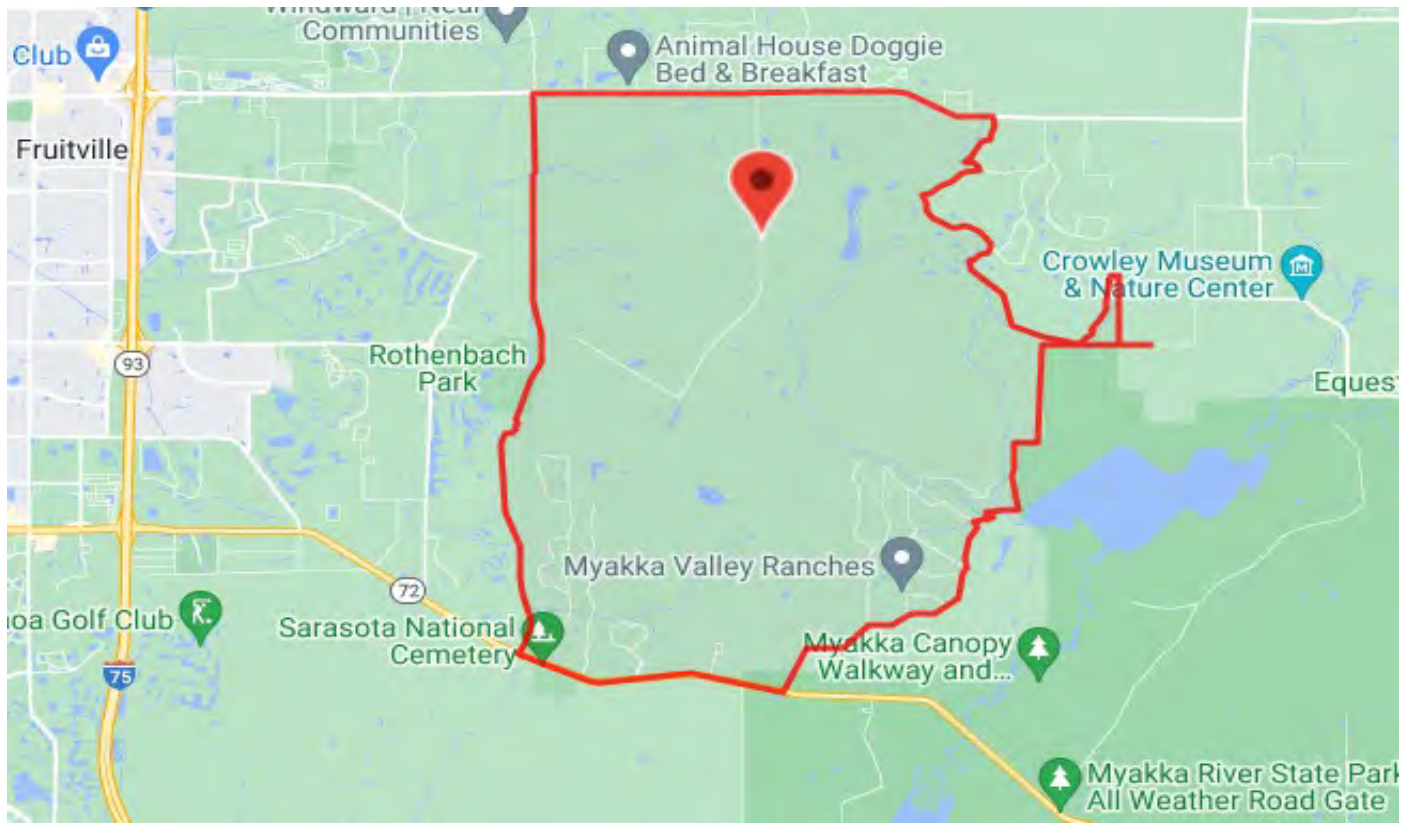
The commercial market, which was hit hard as well (following the residential crash by about a year) is now doing very well fueled by the substantial recovery in the residential market. Prime locations in the high traffic corridors and population centers are showing marked improvement.

Outside of these areas' vacancies in most forms of office and commercial properties have stabilized with moderate declines each year over the last three years.

Overall, Sarasota is in a good recovery mode and the prospects for the next five years and beyond is particularly good.

Presented next is demographic data of Sarasota County and the subject's Census Tract (27.25) provided by the U.S. Census Bureau:

Note: census tract 27.25 boundaries are as follows:

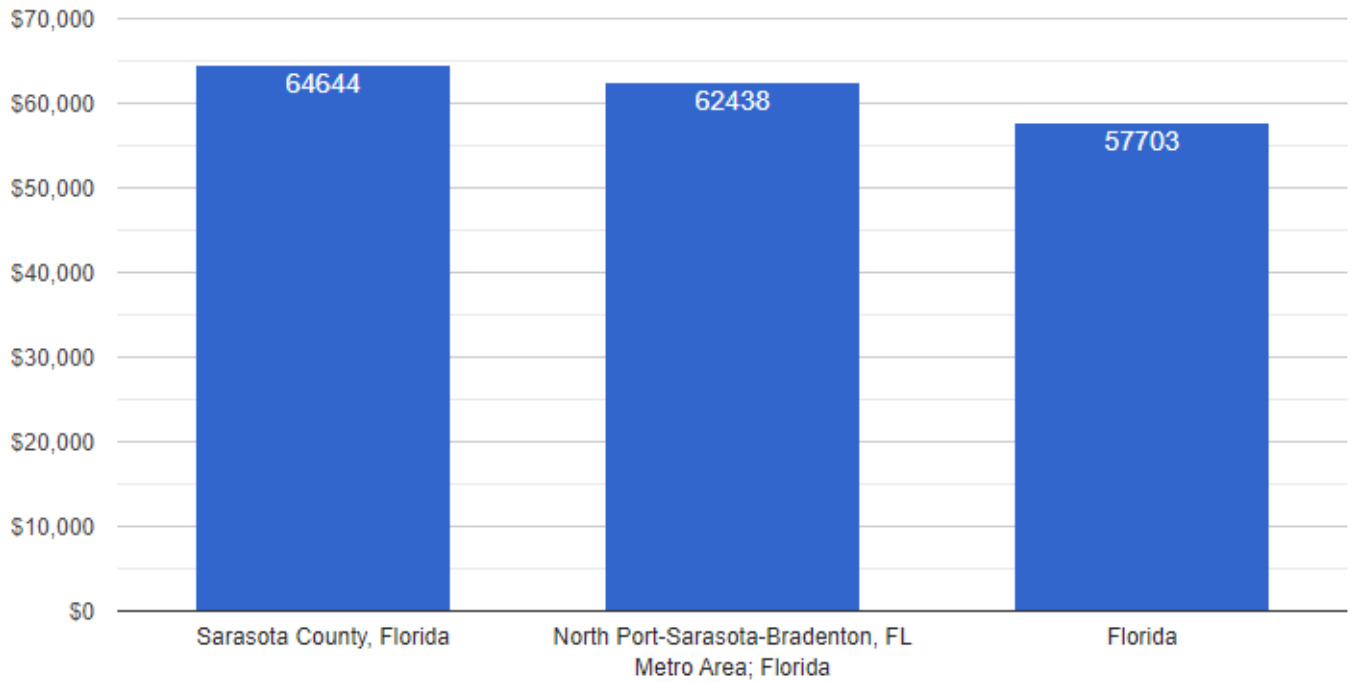


Total Population	Total Population
Sarasota County, Florida	427,766
North Port-Sarasota-Bradenton, FL Metro Area; Florida	821,613
Florida	21,216,924

Population Density (Per Square Mile)	Population Density
Sarasota County, Florida	438.486
North Port-Sarasota-Bradenton, FL Metro Area; Florida	423.603
Florida	297.141

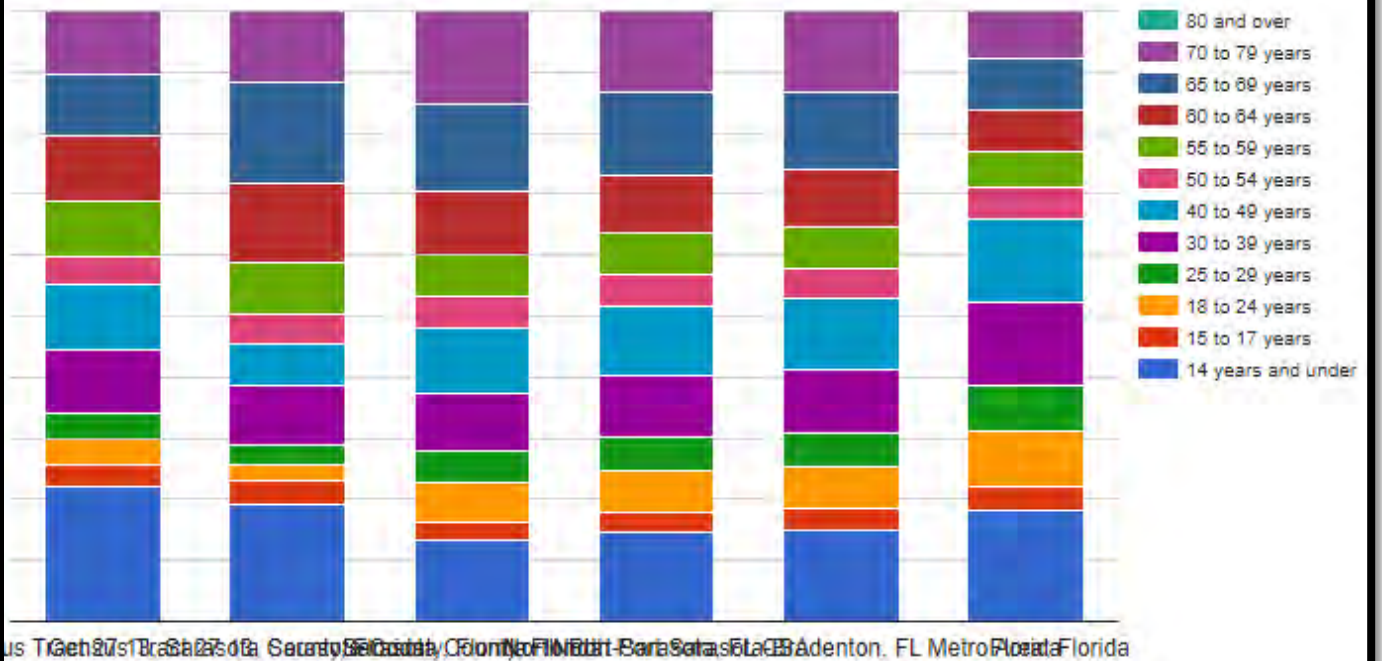
## Median Household Income in the Past 12 months

Source: 2016-2020 American Community Survey, U.S. Census Bureau (c) 2022, Wyatttopia, Inc.



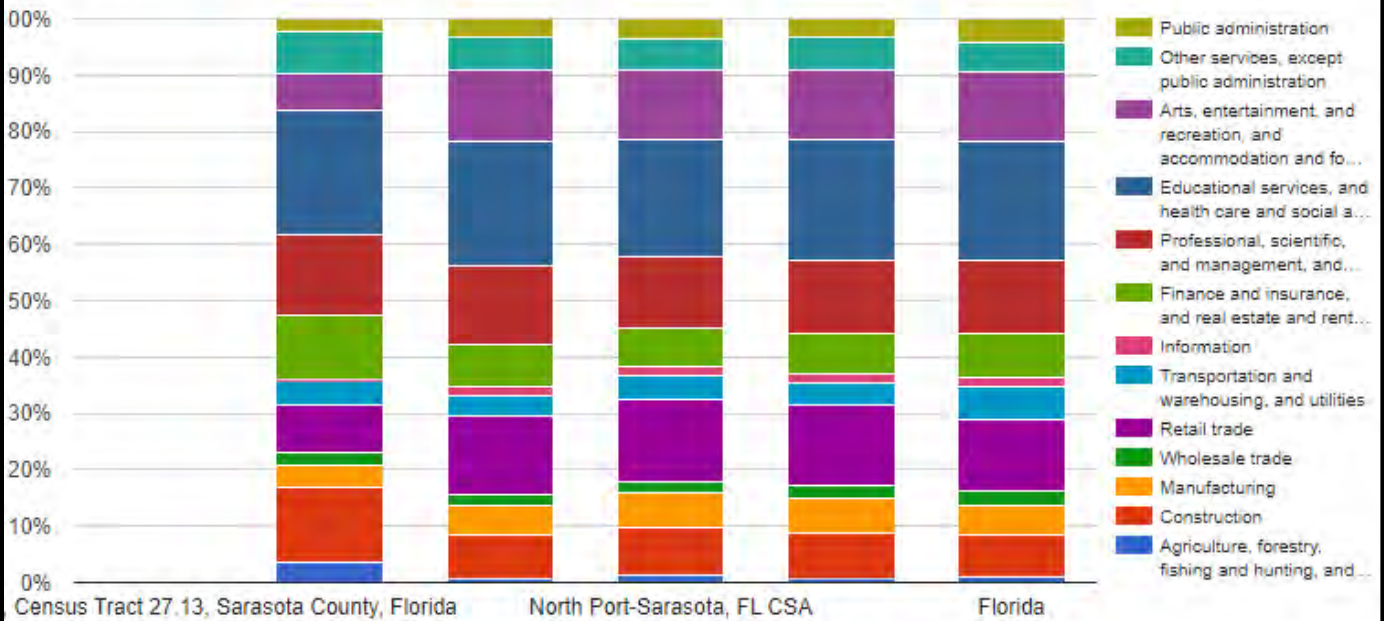
## Population by Age (Broader Groups)

Source: 2015-2019 American Community Survey, U.S. Census Bureau (c) 2021, Wyatttopia, Inc.



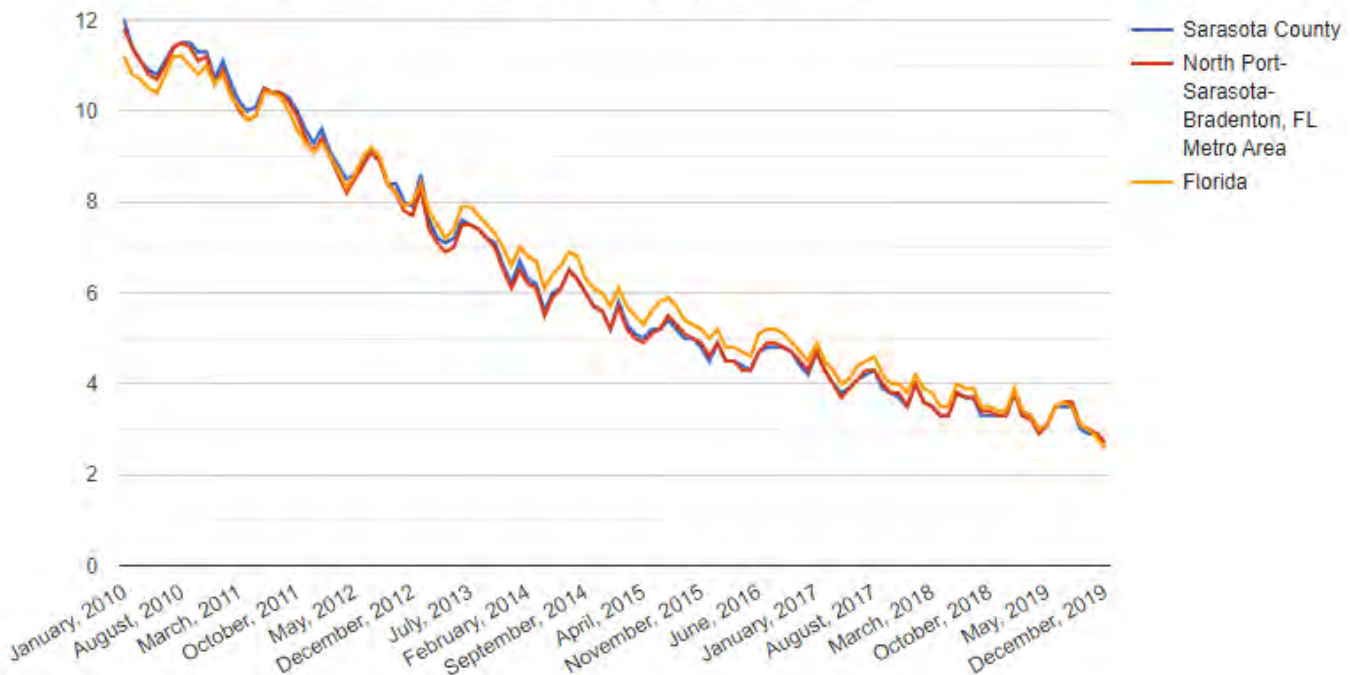
## Industry by Occupation for Civilian Employed, 16 Years or Older

Source: 2015-2019 American Community Survey, U.S. Census Bureau (c) 2021, Wyattopia, Inc.

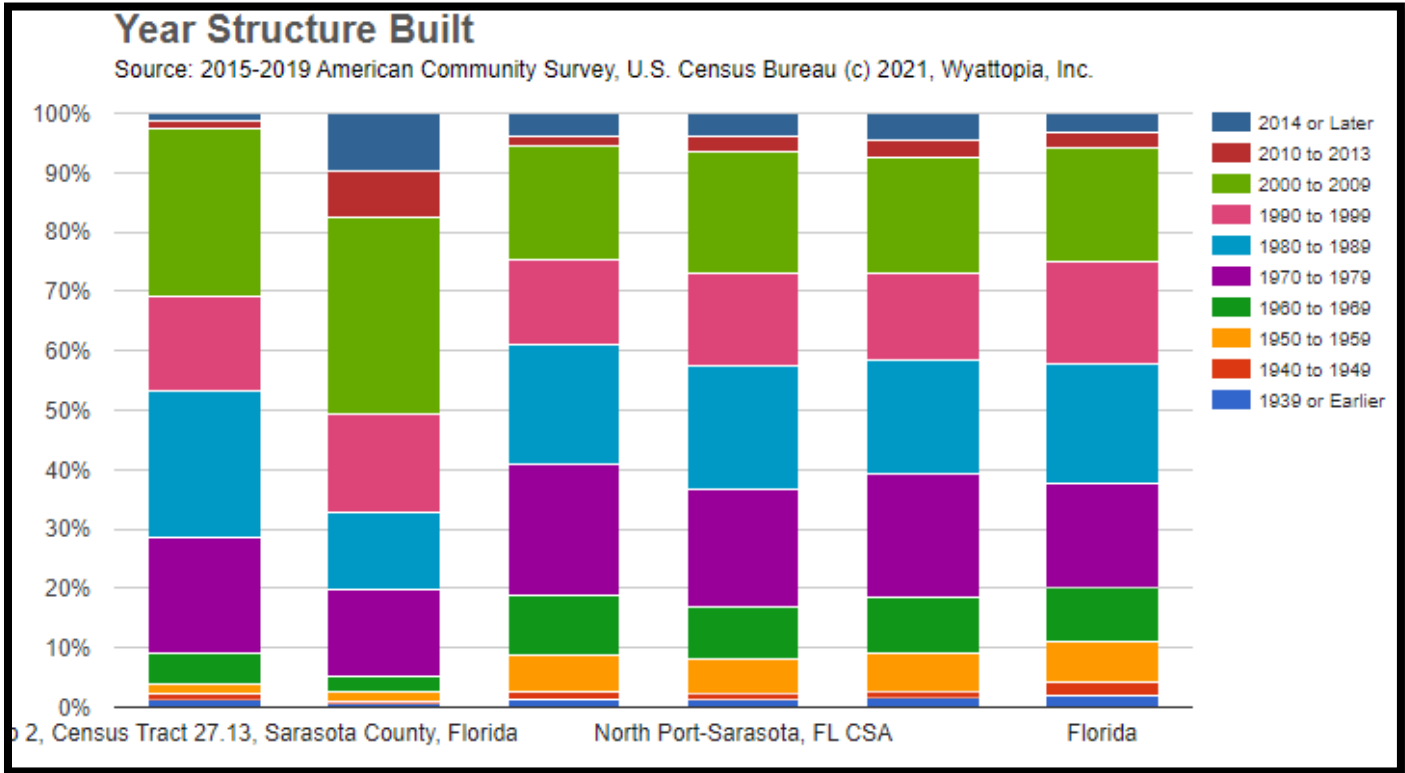


## Unemployment Rate

Source: Bureau of Labor Statistics (c) 2022, Wyattopia, Inc., Used by permission







NEIGHBORHOOD ANALYSIS

The subject tract is specifically located on the south side of Fruitville Road, at the intersection of Lorraine Road within the Hi Hat Ranch Master Planned Development which is the largest single land holding in the area. This mixed-use community is 9,959 acres and approved for 13,081 dwelling units, 450,000 sq of retail, commercial and office, high school, 4-8<sup>th</sup> grade school and regional sports park. Phasing of the community is a minimum of two and a maximum of five. Each increment will require an application of rezoning in accordance with the VPD (Village Planned District) zoning district. The build out date extends to December 31, 2056. According to James Turner the land use of the 1,258 acres in the northeastern portion of the ranch has been changed from Hamlet to Village in which the subject is a part of (see History Section earlier in the report in reference to negotiations to sell this portion of the ranch).

Fruitville Road is an east/west road that connects to the central business district of Sarasota, approximately nine miles to the west and ultimately to the Gulf beaches. It also provides access to Interstate 75, 3.7 miles to the west. Verna Road, located east of the subject property, provides connections to State Road 70 and the Panther Ridge area to the north (Manatee County). East of the subject area is primarily rural and agricultural in nature except for the established neighborhoods and new residential subdivisions that are typically five to ten-acre ranchettes. West of the subject is a mixture of industrial/office, house of worship/schools and plant nurseries. Travelling north on Lorraine Road is residential subdivisions comprising of the southern boundary of Lakewood Ranch.

In conclusion, the subject neighborhood is in the growth portion of its life cycle as shown in the CoStar Property specific demographics within a five-mile radius of the subject property as follows:



## Population

	<b>1 mile</b>	<b>3 mile</b>	<b>5 mile</b>
2010 Population	519	6,914	37,832
2021 Population	848	8,951	45,166
2026 Population Projection	941	9,692	48,567
Annual Growth 2010-2021	5.8%	2.7%	1.8%
Annual Growth 2021-2026	2.2%	1.7%	1.5%
Median Age	53.8	53.1	50.4
Bachelor's Degree or Higher	45%	44%	41%
U.S. Armed Forces	0	0	11

## Households

	<b>1 mile</b>	<b>3 mile</b>	<b>5 mile</b>
2010 Households	193	2,596	15,278
2021 Households	312	3,312	17,739
2026 Household Projection	345	3,575	18,971
Annual Growth 2010-2021	5.1%	2.4%	1.4%
Annual Growth 2021-2026	2.1%	1.6%	1.4%
Owner Occupied Households	323	3,310	15,569
Renter Occupied Households	22	265	3,402
Avg Household Size	2.7	2.7	2.5
Avg Household Vehicles	2	2	2
Total Specified Consumer Spending (\$)	<b>\$13.9M</b>	<b>\$142.4M</b>	<b>\$686.8M</b>

Income			
	1 mile	3 mile	5 mile
Avg Household Income	\$145,746	\$137,535	\$120,668
Median Household Income	\$97,942	\$97,481	\$92,602
< \$25,000	20	222	1,465
\$25,000 - 50,000	28	386	2,383
\$50,000 - 75,000	35	409	2,846
\$75,000 - 100,000	79	710	3,089
\$100,000 - 125,000	16	242	1,762
\$125,000 - 150,000	30	313	1,814
\$150,000 - 200,000	23	302	1,703
\$200,000+	80	727	2,676

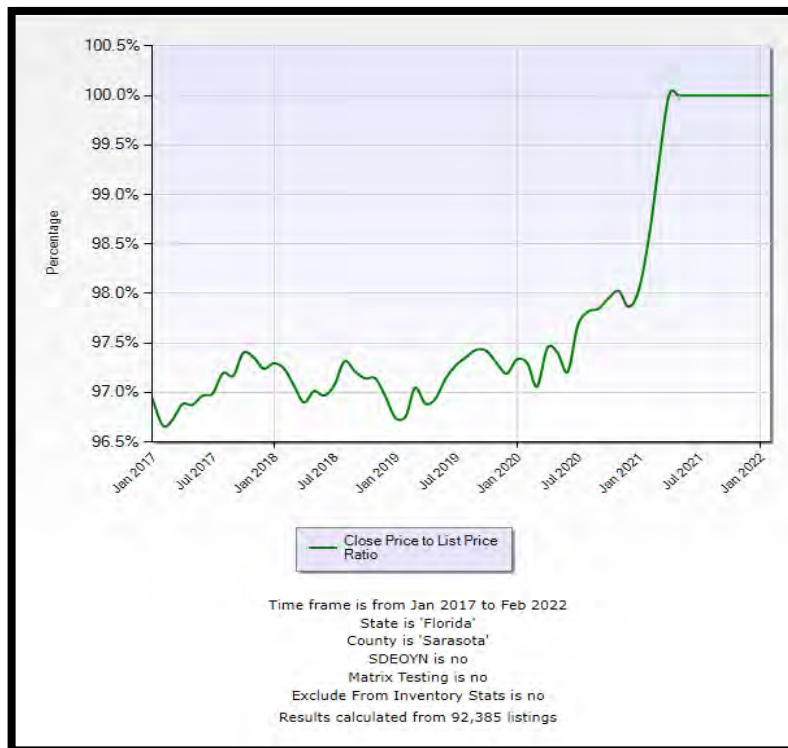
  

Housing			
	1 mile	3 mile	5 mile
Median Home Value	\$479,999	\$427,475	\$351,752
Median Year Built	2005	2003	1998

The overall long-term outlook for the neighborhood and its market values is favorable.

## MARKET ANALYSIS

The following chart is vacant land sales trend and sold price/list price ratios in Sarasota County according to Stellar MLS



As shown in the charts above prices of vacant land in Sarasota have increased dramatically in 2021, with sales closing near list prices.

Presented next is the S & P Schiller Home Price Index for Tampa, Fl. indicating a dramatic increase in home prices from 2020 to the effective date of the analysis. This index is utilized in the Sales Comparison Approach to make market conditions adjustments to the comparable sales.



SUBJECT PROPERTY - BEFORE THE ACQUISITIONS

Size: 244.64 Acres

Shape: Triangular

Access: Fruitville Road, 232 Feet of frontage

Topography: Level with street grade

View: Average / Rural, transitioning to Suburban

Drainage: Appears to be adequate

Flood Zone: Zone X  
Community Panel Map #12115C0160F & 0180F  
  
(Revised 11/04/2016)

Utilities:  
Water Source: Central Available  
Sewer System: Central Available

Easements: None noted or known, Typical Florida Power and Light transmission line easement on the adjacent parcel along the eastern boundary line of the subject

## HIGHEST AND BEST OR MOST PROBABLE USE – BEFORE THE ACQUISITIONS

Highest and Best Use is defined as:

*“The reasonably probable and legal use of vacant land or an improved property, that is physically possible, appropriately supported, financially feasible, and that results in the highest value.”<sup>6</sup>*

### Highest and Best Use, as though Vacant

#### PHYSICALLY POSSIBLE:

The various factors analyzed include size, shape, accessibility, soil and subsoil conditions, and availability of utilities, topography, drainage, elevation, environmental sensitivity, road frontage and depth. These physical characteristics dictate which uses can be placed on a particular site.

The subject property comprises a total of 244.64 acres and is of enough size for a variety of developmental possibilities. It contains direct access off Fruitville Road. It is triangular in configuration, and it does not appear to negatively affect the development potential on the site.

Central water and sewer are available to the site by Sarasota County. Although there are various wetland areas and ponds on the tract, this does not affect development possibilities. There is no apparent soil or subsoil conditions which have an adverse impact on developability (see Environmental Hazards Statement). Also, there are no areas on the site which appear to be undevelopable (constrained by environmental restrictions). Given the various physical characteristics of the site, there are a wide variety of potential development alternatives.

#### LEGALLY PERMISSIBLE:

The next step in the highest and best use analysis relates to legal permissibility. The possible uses of the site can be influenced by several legal factors, such as zoning, building codes, private or deed restrictions, environmental regulations, or contractual obligations (leases). This step also indicates whether it is legally permissible to develop the subject site. Each of these will now be addressed in relation to the subject site.

The subject site is zoned OUE-1 (Open Use Estate), by Sarasota County, and is part of the HiHat Ranch Master Development Plan in which it can be rezoned to VPD (Village Planned District). In this plan it is in the Greenway, specifically Pine Flatwoods in which the transfer of development rights is 1.8 units per acre or a total of 440 units.

There is no apparent land lease on the site, so development is not restricted by any contractual obligations. The subject is not encumbered by any easements. New construction in the development will require the payment of impact fees which are set by the county.

#### FINANCIALLY FEASIBLE:

The test of financial feasibility relates to the costs of development as compared to the value after the development is completed. For a use to be financially feasible, the property's value after development must exceed the total cost of development (including land) by an amount enough to provide an acceptable return on investment (entrepreneurial profit). There can be more than one financially feasible alternative for a given site.

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<sup>6</sup> The Appraisal of Real Estate, 14th Edition, (Chicago, IL; 2013), page 333



In reviewing the Market Analysis section earlier in the report there is currently demand for residential units, with forecasting for Florida and Sarasota County, in general, for strong demand from the retiring “baby boomer” generation.

Therefore, the development of HiHat Ranch Master Development Plan is currently financially feasible and has a pending contract on the first village.

#### MAXIMALLY PRODUCTIVE:

This is the final element of highest and best use. The range of possible uses has been narrowed, and this analysis concludes the estimate of the best (most profitable) use of the site. This is the use which produces the greatest net return to the land, or the highest value in relation to a similarly high entrepreneurial profit. It is possible to have more than one maximally productive use if the levels of risk and resulting rates of return are comparable.

The maximally productive use of a site is sometimes very subjective because it is often directly related to the entrepreneurial skills of an individual investor/developer. However, appraisals are designed to reflect prudent, normal management with no unusual situations. Should an unusual situation be presented, the resulting value would be an investment value (as opposed market value).

The following discussion forms conclusions as to the maximally productive use of the subject site.

Based on discussion above, it is my opinion the subject being a greenway for the master development plan with the 440 transfer development rights is the maximally productive use

#### CONCLUSION -- HIGHEST AND BEST USE, AS VACANT:

In conclusion, the highest and best use of the subject is being the greenway for the master development plan with the 440 units being transferable development rights.

#### EXPOSURE TIME

Exposure time may be defined as follows:

*“The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market.”<sup>7</sup>*

An exposure time of the comparable sales is six months to one year. Based on these comparables, my value conclusion suggests that the subject would have been exposed to the marketplace for a period of six months to one year.

#### DISCUSSION OF THE APPRAISAL PROCESS

The purpose of the appraisal is to provide an opinion of the total market value of the interest to be acquired from the subject property. As discussed in the Scope of the Appraisal section, the acquisitions will not cause permanent severance damages. Therefore, the Cost, Sales Comparison (as improved) and Income Approaches are not presented. The next step is to estimate the fee simple market value of the subject land, as if vacant. This value is estimated using the Sales Comparison Approach, the most common technique used to estimate land value. This approach indicates a value by comparing the subject land with sales of comparable land parcels possessing similar utility, appeal, and highest and best use. This approach is usually a good barometer of the market since it relies on recent sales exposed to the

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7 USPAP 2018-2019 Edition, The Appraisal Foundation

same market influences as the subject. The limitation of this approach is the occasional lack of comparable, arm's-length transactions (sales) within the marketplace. After the valuation, a description of the acquisitions is presented followed by the value opinion of the acquisitions.

## LAND VALUATION

The land valuation is based on the analyses and conclusions reached in the Highest and Best Use section. The land value as vacant is estimated through the Sales Comparison Approach.

The best comparables available are selected, but no two parcels of land are identical. The elements of comparison include:

- Property Rights
- Financing Terms
- Conditions of Sale
- Market Conditions (Date of Sale)
- Physical Characteristics
- Availability of Utilities
- Zoning
- Highest and Best Use

The Land Sales Adjustment Chart is presented next, with the land comparable write-ups in the addendum.

VACANT LAND SALES COMPARISON CHART					
FILE #: 222C022					
PLATE#: Land Chart					
VALUE ADJUSTMENT FACTORS HSW#	SUBJECT	LAND SALE # 1 L00 22 5087	LAND SALE # 2 L00 22 5088	LAND SALE # 3 L00 19 4482	LAND SALE # 4 L00 22 5089
SALES PRICE (TOTAL)		\$9,200,000	\$6,260,000	\$22,949,352	\$100,000
PROPERTY RIGHTS CONVEYED ADJUSTMENT	Fee Simple	Fee Simple \$0	Fee Simple \$0	Fee Simple \$0	Fee Simple \$0
FINANCING TERMS ADJUSTMENT		Cash \$0	Cash \$0	Cash \$0	Cash \$0
CONDITIONS OF SALE ADJUSTMENT	Arm's Length	Arm's Length/TDR's \$1,095,000	Arm's Length \$0	Arm's Length \$0	Arm's Length \$0
CASH EQUIVALENT SALES PRICE		\$10,295,000	\$6,260,000	\$22,949,352	\$100,000
Per Acre		\$127,968	\$96,130	\$92,949	\$100,000
Per Acre		\$66,419	\$48,154	\$25,499	\$50,000
DATE OF SALE/EFFECTIVE DATE ADJUSTMENT	May 27, 2022	December-21 6.00%	July-20 46.00%	March-19 56.00%	July-18 62.00%
ADJUSTED SALES PRICE		\$10,912,700	\$9,139,600	\$35,800,989	\$162,000
Time-Adjusted Price per Acre		\$135,646	\$140,350	\$141,338	\$162,000
Time-Adjusted Price per Unit		\$70,405	\$70,305	\$39,779	\$81,000
ADDRESS / LOCATION	Portion of HiHat Ranch Master Development Plan South Side of Fruitville Road, at its intersection with Lorraine Road Sarasota, Sarasota, FL.	Hawkstone Conservation Subdivision South of State Road 72, Hawkins Road and Dove Avenue Sarasota, Sarasota, FL.	8201 Lorraine Road, south of State Road 72, adjacent and to the west of Skye Ranch Development Sarasota, Sarasota, FL.	2201 Lorraine Road, Northwest Quadrant with Fruitville Road Sarasota, Sarasota, FL.	Skye Ranch Southeast Quadrant of State Road 72 and Lorraine Road Sarasota, Sarasota, FL.
ADJUSTMENT		0%	0%	0%	0%
FEATURES					
-- Total Size (Acres)	244.64	80.450	65.12	253.30	1.00
ADJUSTMENT		0%	0%	0%	0%
-- Zoning	VPD (Upon Rezoning)	RE-1/CS/PUD	VPD, Sarasota County	VPD, Sarasota County	VPD, Sarasota County
-- Land Use Designation	Rural	Semi Rural	Rural	Rural	Rural
-- Anticipated or entitled density ( Units)	440	155	130	900, 100,000 SF Commercial	2
-- Units Permitted	1.80 Units/ Acre	1.93 Units/ Acre	2.00 Units/ Acre	3.55 Units/ Usable Acres	2.00 Units/ Acre
-- Highest & Best Use	Greenway For Residential Development	SFR Development	SFR Development/ School Site	SFR Development	SFR Development
ADJUSTMENT		0%	0%	0%	0%
AVAILABLE UTILITIES					
--Water	Available	Available	Available	Available	Available
--Sewage	Available	Available	Available	Available	Available
ADJUSTMENT		0%	0%	0%	0%
LAND CHARACTER					
--Quality	Pine Flatwoods	Mostly Uplands, 5.92 Acres Wetlands	Mostly Uplands	Entitled For Development	Mostly Uplands
ADJUSTMENT		0%	0%	0%	0%
NET ADJUSTMENT		0%	0%	0%	0%
INDICATED VALUE/PER ACRE		\$135,646	\$140,350	\$141,338	\$162,000
INDICATED VALUE/PER UNIT		\$70,405	\$70,305	\$39,779	\$81,000
OPINION OF LAND VALUE PER ACRE	\$135,000	PER UNIT		\$75,000	
NUMBER OF TOTAL ACRES	244.64			440	
TOTAL	33,026,400			33,000,000	
ROUNDED	\$33,000,000			\$33,000,000	

## Reconciliation and Land Value Conclusion - Before the Acquisitions

After adjusting the four comparable land sales for the elements of comparison previously presented in the chart, the adjusted values range from \$135,646 to \$162,000 per acre or \$39,779 to \$81,000 per unit.

Although the subject property is Greenway in the master development plan it is like the sales in all physical characteristics due to the transfer of development rights and no adjustments are applied for those factors.

As discussed in the Market Analysis section earlier in the report sales prices have increased dramatically over the prior two years. The Market Conditions (Date of Sale) accounts for changes in the selling price of each comparable land sale between the date the comparable sold and the date of appraisal due to changes in market conditions. The resulting adjusted price is the estimated selling price for the comparable sale, had it occurred on the date of appraisal. I have considered the S & P Schiller Home Price Index for Tampa, FL, as presented in the market Analysis section, in adjusting each sale. This index has tracked housing prices since January 1982 to February 2022 (most recent Tampa Home Price Index). I have checked this index across various resales of vacant residential land sales and single-family residences over the prior 20 years and have great confidence in the adjustments presented next.

<b>Market Conditions-Schiller Price Index</b>			
	<u>Index</u>	<u>Comp #</u>	<u>% Change</u>
<b>December 2021</b>	321.92	Sale 1	6%
<b>July 2020</b>	232.77	Sale 2	46%
<b>March 2019</b>	217.17	Sale 3	56%
<b>July 2018</b>	210.19	Sale 4	62%
<b>Current Index (02/22)</b>	339.63		

After analyzing and reviewing the adjusted values of the four comparable sales and attributing equal weight to each sale, the subject's land value is estimated at \$135,000 per acre or \$75,000 per unit. Therefore, my opinion of the subject's land value is \$33,000,000 as calculated in the chart above.

## VALUATION ANALYSIS OF THE ACQUISITIONS

The purpose of this appraisal is to conclude an opinion of the total just compensation due the property owner because of the acquisition of various interests as described herein. The acquisitions take on two forms. First, there will be a partial acquisition of fee simple property from the subject. Other interest taken consist of a perpetual utility easement. The basis for these values is the opinion of land value as vacant, concluded in the prior section. The same unit of value is applied to the part taken as was applied to the subject property. No consideration is given to the much smaller size of the acquisitions or its shape. Regarding easements, easements are usually based on the same unit value for the land area and then are assessed a value factor (a portion of the 100% fee simple value) that recognizes the proportion of rights given up to the easement holder versus the amount of rights retained by the landowner.

### Scope of Project

The Peace River Manasota Regional Water Supply Authority and Sarasota County has determined it is in the public interest to acquire a fee simple interest to build a pump station with an easement for a utility line to the adjacent property to the west owned by Sarasota County. The acquisition areas are in the southern portion of the subject site. Please refer to the acquisition sketches and site plan in the map section in the beginning of the report.

## ACQUISITION - GENERAL DESCRIPTION - PUMP STATION SITE

The acquisition consists of a permanent fee simple interest in a parcel of land lying along the eastern boundary, in the southern portion of the subject site. The purpose of the acquisition is the need to construct a pump station. This pump station will be accessed by the adjacent Florida Power and Light transmission line easement.

Area in Acquisition:	10.117 Acres, TDR density at 1.80 units per acre equals nineteen units
Improvements:	None-Vacant Land

### Value of the Acquisition

The value of the acquisition is as follows:

Pump Station Site:  
19 Units @ \$75,000 per unit = \$1,425,000

Thus, it is my opinion the value of the fee simple acquisition (Pump Station Site), as of May 27, 2022, was \$1,425,000.

## ACQUISITION - GENERAL DESCRIPTION - 75' UTILITY EASEMENT

The acquisition consists of a permanent easement (partial) interest in a strip of land from the pump station site across the subject property to the western boundary line in the southern portion of the subject along the edge of the wetland area. The purpose of the acquisition is the need of a utility easement to facilitate installation and maintenance of a utility line.

The acquisition is 75 feet in width, with a length of 1,825.52 feet.

Area in Acquisition:	3.143 acres
Improvements:	None, Vacant Land

For the purpose of the acquisition, Just Compensation for the utility easement is necessary. Due to the acquisition being an easement the remainder parcel owner will still retain ownership of this area that can be used in density calculations in the highest and best use of the remainder property. The easement will be used to accommodate an underground utility line. The remainder property owner will continue to enjoy relatively unrestricted use of the area as a Greenway. Therefore, the remainder owner will retain more rights to this easement area than will be given up to Peace River Manasota Regional Water Supply Authority and Sarasota County, so more than one-half the benefits will be retained by the remainder property. In my judgment, the ratio of the division of use and benefit is 25% Peace River Manasota Regional Water Supply Authority and Sarasota County and 75% remainder owner. Therefore, the value factor for the easement interest being acquired is 25% of the fee simple market value estimated earlier in the report.

### Value of the Acquisition

The value of the acquisition is as follows:

75' Utility Easement:  
3.143 Acres @ \$135,000 per Acre (25%) = \$106,076



Thus, it is my opinion the value of the permanent utility easement (75' Utility Easement), as of May 27, 2022, was: \$106,076.

## LEGAL DESCRIPTION - AFTER THE ACQUISITIONS

The legal description for the subject property is the legal description from Page 28, less (fee simple) or encumbered (easements) by the legal descriptions on the acquisition sketches in the beginning of the report.

## ZONING

The zoning of the subject property will remain the same as in the before the acquisitions, OUE-1 (Open Use Estate) but can be rezoned to VPD (Village Planned District) by Sarasota County in accordance with the master development plan.

## AREA ANALYSIS AND NEIGHBORHOOD DATA - AFTER THE ACQUISITIONS

The pump station project will not impact the area analysis or neighborhood data. Therefore, refer to these sections earlier in the report.

## SITE DESCRIPTION - AFTER THE ACQUISITIONS

Size:	
Parent Tract:	244.64 Acres
LESS Fee Simple Acquisition:	<u>10.117 Acres</u>
Remainder:	234.523 Acres
Unencumbered:	231.38 Acres
Encumbered by Utility Easement:	<u>3.143 Acres</u>
Total (Subject):	234.523 Acres
Shape:	Triangular
Access:	Fruitville Road, 232 Feet of frontage
Topography:	Level with street grade
View:	Average / Rural, transitioning to Suburban
Drainage:	Appears to be adequate
Flood Zone:	Zone X Community Panel Map #12115C0160F & 0180F (Revised 11/04/2016)
Utilities:	
Water Source:	Central Available
Sewer System:	Central Available
Easements:	None noted or known, Typical Florida Power and Light transmission line easement on the adjacent parcel along the eastern boundary line of the subject

## HIGHEST AND BEST OR MOST PROBABLE USE - AFTER THE ACQUISITIONS

Highest and Best Use is defined as:

*The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.<sup>8</sup>*

### Highest and Best Use, as though Vacant

#### PHYSICALLY POSSIBLE:

The various factors analyzed include size, shape, accessibility, soil and subsoil conditions, and availability of utilities, topography, drainage, elevation, environmental sensitivity, road frontage and depth. These physical characteristics dictate which uses can be placed on a particular site.

After the acquisitions, the subject property comprises a total of 234.523 acres and is of enough size for a variety of developmental possibilities. It contains direct access off Fruitville Road. It is triangular in configuration, and it does not appear to negatively affect the development potential on the site.

Central water and sewer are available to the site by Sarasota County. Although there are various wetland areas and ponds on the tract, this does not affect development possibilities. There is no apparent soil or subsoil conditions which have an adverse impact on developability (see Environmental Hazards Statement). Also, there are no areas on the site which appear to be undevelopable (constrained by environmental restrictions). Given the various physical characteristics of the site, there are a wide variety of potential development alternatives.

#### LEGALLY PERMISSIBLE:

The next step in the highest and best use analysis relates to legal permissibility. The possible uses of the site can be influenced by several legal factors, such as zoning, building codes, private or deed restrictions, environmental regulations, or contractual obligations (leases). This step also indicates whether it is legally permissible to develop the subject site. Each of these will now be addressed in relation to the subject site.

The subject site is zoned OUE-1 (Open Use Estate), by Sarasota County, and is part of the HiHat Ranch Master Development Plan in which it can be rezoned to VPD (Village Planned District). In this plan it is in the Greenway, specifically Pine Flatwoods in which the transfer of development rights is 1.8 units per acre or a total of 421 units.

There is no apparent land lease on the site, so development is not restricted by any contractual obligations. The subject is not encumbered by any easements. New construction in the development will require the payment of impact fees which are set by the county.

#### FINANCIALLY FEASIBLE:

The test of financial feasibility relates to the costs of development as compared to the value after the development is completed. For a use to be financially feasible, the property's value after development must exceed the total cost of development (including land) by an amount enough to provide an

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<sup>8</sup> The Appraisal of Real Estate, 13th Edition, (Chicago, IL; 2008), page 277-278

acceptable return on investment (entrepreneurial profit). There can be more than one financially feasible alternative for a given site.

In reviewing the Market Analysis section earlier in the report there is currently demand for residential units, with forecasting for Florida and Sarasota County, in general, for strong demand from the retiring “baby boomer” generation.

Therefore, the development of HiHat Ranch Master Development Plan is currently financially feasible and has a pending contract on the first village.

### MAXIMALLY PRODUCTIVE:

This is the final element of highest and best use. The range of possible uses has been substantially narrowed, and this analysis concludes the estimate of the best (most profitable) use of the site. This is the use which produces the greatest net return to the land, or the highest value in relation to a similarly high entrepreneurial profit. It is possible to have more than one maximally productive use if the levels of risk and resulting rates of return are comparable.

The maximally productive use of a site is sometimes very subjective because it is often directly related to the entrepreneurial skills of an individual investor/developer. However, appraisals are designed to reflect prudent, normal management with no unusual situations. Should an unusual situation be presented, the resulting value would be an investment value (as opposed market value).

The following discussion forms conclusions as to the maximally productive use of the subject site. Based on discussion above, it is my opinion the subject being a greenway for the master development plan with the 421 transfer development rights is the maximally productive use

### CONCLUSION -- HIGHEST AND BEST USE, AS VACANT:

In conclusion, the highest and best use of the subject is being the greenway for the master development plan with the 421 units being transferable development rights.

### VALUATION OF THE SUBJECT PROPERTY - AFTER THE ACQUISITIONS

The acquisitions will not affect the highest and best use of the subject remainder tract. As mentioned earlier, this has been carefully analyzed and determined that the acquisitions are a minor impact to the remainder tract. The acquisitions will not incur any special benefits to the subject property, and the remainder tract will function effectively the same as before the acquisitions. Therefore, the market data and sales analysis (See Pages 42-45) will be utilized in formulating the opinion of the market value of the remainder parent tract as follows:

Unencumbered, Fee Simple: 415.3426 Units @ \$75,000 per Unit =	\$31,150,695
Encumbered by Permanent Utility Easement: 5.6574 Units @ \$75,000 per Unit (75%) =	<u>\$318,229</u>
	\$31,468,924

### FINAL VALUE SUMMARY AND CONCLUSIONS

As indicated in the Scope of Work section, a before and after valuation of the parent and remainder tract was presented even though this is a minor acquisition with no permanent influence on the remainder tract. The effect of the acquisitions on the remainder tract were nonetheless analyzed, and it was determined that there would be no permanent change in use, highest and best use, or the physical configuration of the remainder tract except for the part of property acquired in fee simple and/or

encumbered with a utility easement. The land value, as vacant, has been the basis for reaching the value conclusions contained herein and displayed below. The following chart represents the individual values for each parcel, and the total represents my opinion of the total just compensation due the property owner from the standpoint of the real estate interest being acquired.

Pump Station Site:	\$ 1,425,000
75' Utility Easement:	<u>\$ 106,076</u>
Total	\$ 1,531,076

Value of the Subject Before the Acquisitions:	\$33,000,000
Value of the Subject After the Acquisitions (Remainder):	<u>\$31,468,924</u>
Difference	\$1,531,076

**ADDENDUM**



**LAND SALES**

COMPARABLE LAND SALE 1

L00 22 5087

Location: Hawkstone Conservation Subdivision,  
intersection of Hawkins Road and Dove Avenue,  
South of State Road 72, Sarasota, FL.

Legal Description: Lengthy legal in 17-37S-19E, Sarasota County

Property ID#: 0284010001 and 0284090001

SALES INFORMATION

Date of Sale: December,2021

Recording: Instrument #'s: 2021226703 and 2021226818

Grantor: Bedstone Holdings Inc. and 3 H Ranch LLC

Grantee: M I Homes of Sarasota LLC

Sales Price: \$9,200,000

Cash Equivalent Price: \$10,295,000 (See Remarks)

Cash Equivalent Unit Price: \$127,968 per Acre

Property Rights Conveyed: Fee Simple

Conditions of Sale: Arm's-length

Cash Down Payment: \$9,200,000

Financing: None recorded, all cash

Verified With: James L. Turner

Verified By: Ronald M. Saba, MAI, Hetteema, Saba

SITE CHARACTERISTICS

Land Size: 80.45 Acres

Shape/Dimensions: Rectangular

Zoning: RE-1/CS/PUD (Residential Estate/Conservation  
Subdivision), Sarasota County

Land Use Designation: Semi Rural

Utilities: Central water and sewer

Highest and Best Use: Residential Subdivision

Proposed Use: 155 Unit Single Family Residential Subdivision

REMARKS

This is two separate transactions occurring on December 17, 2021. The subdivision was approved through zoning for eighty-two units. The remaining units were a transfer of development rights purchase. The market value of tdr's is \$15,000 per unit. Adding \$1,095,000 to the purchase price indicates a cash equivalent price of \$10,295,000 (\$66,419 per unit). The density is 1.93 units per acre. The site contains 5.92 acres of wetlands.

CASH EQUIVALENCY

This transaction was all cash to the seller, with the buyer paying the entire \$9,200,000 purchase price in cash. No cash equivalency adjustment is applied.



COMPARABLE LAND SALE 2

L00 22 5088

Location: 8201 Lorraine Road, South of State Road 72,  
adjacent to the west of Skye Ranch, Sarasota, Fl.  
Legal Description: Lengthy Legal in 21-37S-19E, Sarasota County  
Property ID#: 0291001005

SALES INFORMATION

Date of Sale: July,2020  
Recording: Instrument #: 2020093694  
Grantor: 3 H Ranch LLC  
Grantee: The School Board of Sarasota County  
Sales Price: \$6,260,000  
Cash Equivalent Price: \$6,260,000  
Cash Equivalent Unit Price: \$96,130 per Acre  
Property Rights Conveyed: Fee Simple  
Conditions of Sale: Arm's-length  
Cash Down Payment: \$6,260,000  
Financing: None recorded, all cash  
Verified With: The School Board of Sarasota County/Appraisal

Verified By: Roger L. Hettema, MAI, Hettema, Saba

SITE CHARACTERISTICS

Land Size: 65.12 Acres  
Shape/Dimensions: Rectangular  
Zoning: OUR (Open Use Rural), Future VPD zoning,  
Sarasota County  
Land Use Designation: Rural, Major Comprehensive Plan Approved  
Utilities: Central water and sewer  
Highest and Best Use: Single Family Residential Development, two units  
per acre  
Proposed Use: Future Elementary and Middle School

REMARKS

The sale price was based on the condition that Lorraine Road is completed to the site to provide access and utilities, planned completion date was January 2020. Consideration was given to the future VPD zoning designation of two units per acre.

CASH EQUIVALENCY

This transaction was all cash to the seller, with the buyer paying the entire \$6,260,000 purchase price in cash. No cash equivalency adjustment is applied.





COMPARABLE LAND SALE 3

L00 19 4482

Location: 2201 Lorraine Road, Sarasota, FL  
Legal Description: Lengthy Legal in Section 15, Township 36 South, Range 19 East  
Property ID#: 0207-02-0001 & 0208-01-0002

SALES INFORMATION

Date of Sale: March,2019  
Recording: Instrument #2019 031920  
Grantor: Lindvest Fruitville, Ltd.  
Grantee: Neal Communities of Southwest Florida, Inc.  
Sales Price: \$22,949,352  
Cash Equivalent Price: \$22,949,352  
Cash Equivalent Unit Price: \$50,774 per Acre  
Property Rights Conveyed: Fee Simple  
Conditions of Sale: Arm's-length  
Cash Down Payment: \$9,000,000  
Financing: Delayed purchase  
Verified With: Pat Neal, Public records

Verified By: Hetteema Saba Valuation Advisory Services

SITE CHARACTERISTICS

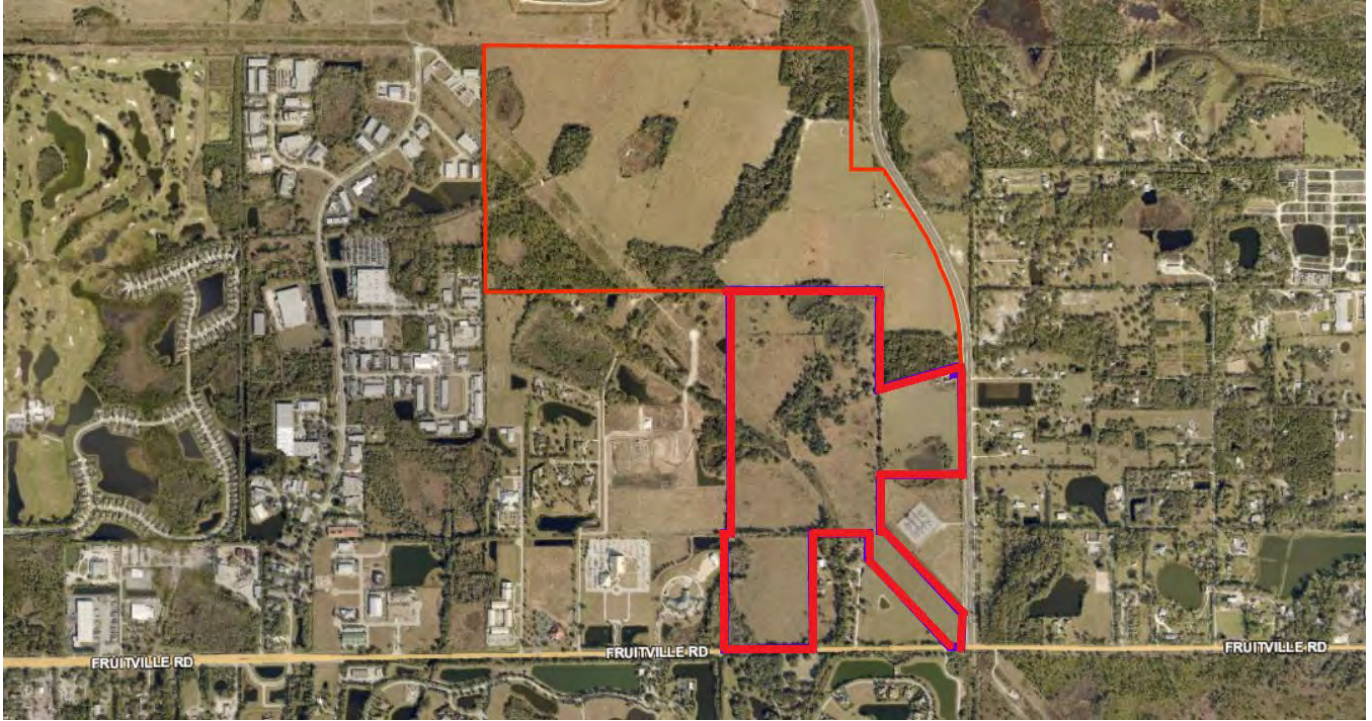
Land Size: 451.99 Acres (253.3 acres developable)  
Shape/Dimensions: Irregular  
Zoning: VPD (Village Planned Development), Sarasota County  
Land Use Designation: Rural  
Utilities: Available to the site  
Highest and Best Use: Future development  
Proposed Use: Future development

REMARKS

Zoning is approved for residential up to nine hundred units and up to 100,000 SF commercial. The purchase price was \$21,550,000 with \$9,000,000 down and delayed payments as each residential unit is completed with 7% interest. Also, Neal must purchase 125 TDRs at \$8,000 each for a total of \$1,000,000. Neal also paid Schroeder Manatee \$399,352 for access to Lorraine Road making the final purchase price \$22,949,352. The development is 253.3 acres with 196 acres (44%) open space. The price per developable acre is \$90,601.

CASH EQUIVALENCY

This transaction was all cash to the seller, with the buyer paying the entire \$22,949,352 purchase price in cash. No cash equivalency adjustment is applied.



COMPARABLE LAND SALE 4

L00 22 5089

Location: Skye Ranch, southeast quadrant of State Road 72 and Lorraine Road, Sarasota, FL  
Legal Description: Lengthy Legal in 21-37S-19E, Sarasota County  
Property ID#: Various

SALES INFORMATION

Date of Sale: July,2018  
Recording: See Remarks  
Grantor: LT Partners LLLP  
Grantee: Taylor Morrison of Florida  
Sales Price: \$73,976,538  
Cash Equivalent Price: \$73,976,538  
Cash Equivalent Unit Price: \$77,732.98 per Acre  
Property Rights Conveyed: Fee Simple  
Conditions of Sale: Arm's-length  
Cash Down Payment: \$73,976,538  
Financing: None recorded, all cash  
Verified With: James L. Turner

Verified By: Hetteema Saba Real Estate Advisors

SITE CHARACTERISTICS

Land Size: 951.675 Acres  
Shape/Dimensions: Irregular  
Zoning: VPD (Village Planned Development), Sarasota County  
Land Use Designation: Rural, Sarasota County  
Utilities: Central water and sewer  
Highest and Best Use: Residential Development  
Proposed Use: 1,400 Residential Units

REMARKS

The following sales are takedown purchases by Taylor Morrison of Florida from LT Partners LLLP. The takedown agreement started in July 2018 with a residential unit price of \$50,000 and increases 3% with each subsequent takedown. Also, there is an overall development limit of two residential units per gross acre. The five transactions are as follows:

**SUMMARY OF LT TO TAYLOR MORRISON TRANSACTIONS**

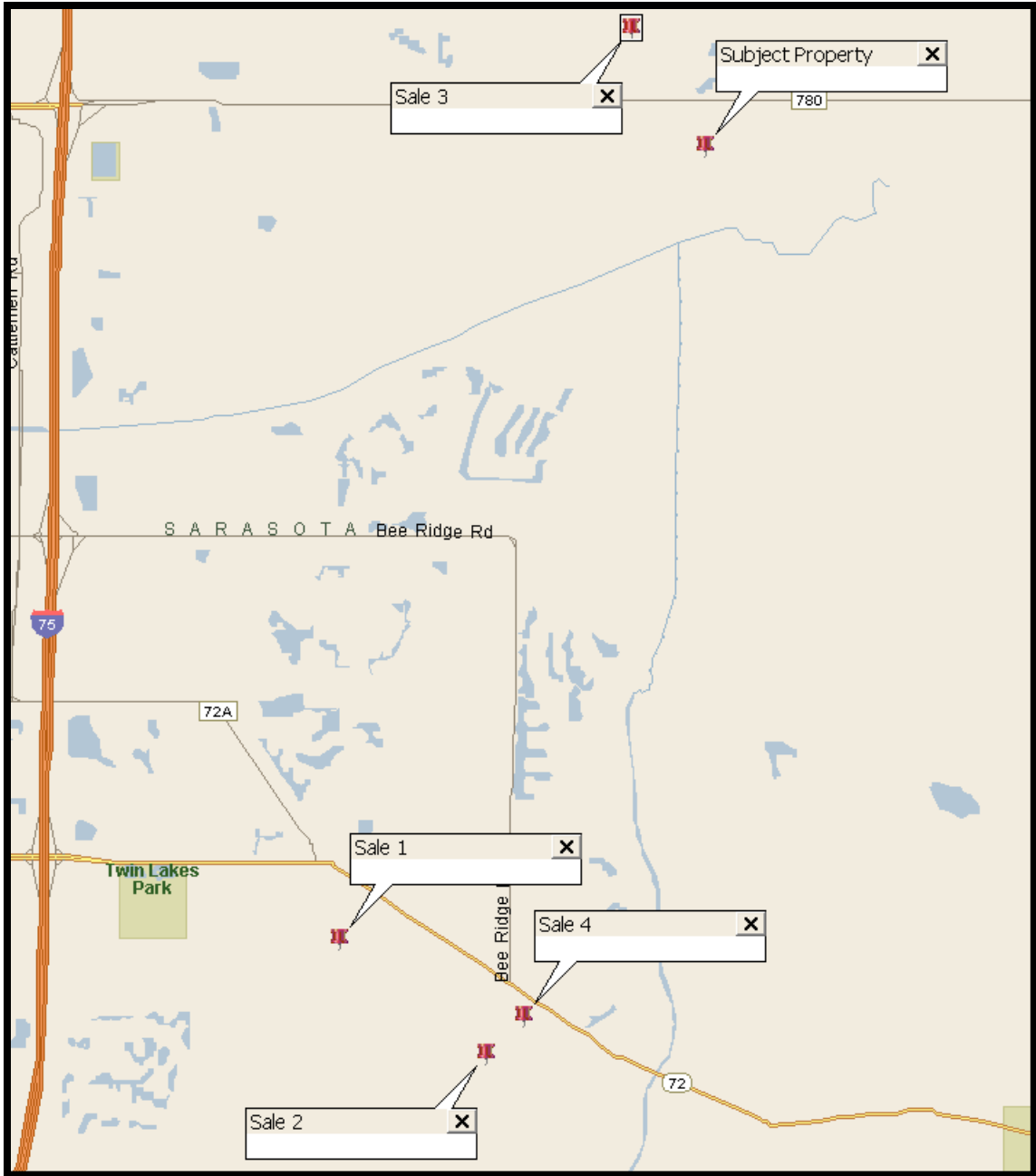
	<u>RECORDING</u>	<u>SALE DATE</u>	<u>SALE PRICE ON DEED</u>	<u>SIZE (AC)</u>	<u>SALE PRICE/AC</u>
DEED 1	2018097767	7/20/2018	\$25,000,000.00	263.203	\$94,983.72
DEED 2	2018097768	7/20/2018	\$100.00	342.316	\$0.29
DEED 3	2019099789	7/22/2019	\$16,598,712.33	176.168	\$94,220.93
DEED 4	2020187409	12/29/2020	\$16,675,890.00	110.706	\$150,632.22
DEED 5	2021231371	12/28/2021	<u>\$15,701,836.00</u>	<u>59.282</u>	\$264,866.84
		TOTALS:	\$73,976,538.33	951.675	

**With the limit of 1,400 units for Deeds 1, 3, 4 & 5,  
the indicated average prices are, per unit \$52,840.38 per acre: \$77,732.98**

CASH EQUIVALENCY

This transaction was all cash to the seller, with the buyer paying the entire \$73,976,538.33 purchase price in cash. No cash equivalency adjustment is applied.





Comparable Land Sales Location Map



## **QUALIFICATIONS**

## QUALIFICATIONS

### Ronald M. Saba, MAI

Ron is a director with Hettema Saba Commercial Real Estate Valuation Advisory Services. Over the prior 30 years, he has practiced real estate valuation and consulting in various projects ranging from single-tenant commercial buildings, complex special use projects, conservation properties, multiple parcel assignments and right-of-way damage analyses. He has experience in right-of-way projects ranging up to 70 parcels per project. These projects dealt with partial takings for right-of-way purposes, easements, total takings, and severance damage issues. Prior projects include: Tuttle Avenue, Cattlemen Road, Bahia Vista Street, Myrtle Street, Ashton Road, Bee Ridge Road, River Road, Aqua-source utility easements, Desoto Road, Phillippi Creek septic system replacement utility easement, Border Road, Catfish Creek storm water easement project, and, Piper Road Extension Project in Charlotte County.

Email: [rsaba@hettemasaba.com](mailto:rsaba@hettemasaba.com)

### Professional Affiliations/Accreditations:

Designated Member of the Appraisal Institute (MAI), Certificate 10,294  
State Certified General Real Estate Appraiser by the Florida Real Estate Commission, RZ2213  
Qualified Expert Witness to Sarasota and Charlotte County Circuit Courts  
Special Hearing Magistrate, Sarasota County Value Adjustment Board, past  
Licensed Real Estate Person – State of Florida

### Education:

Florida State University  
School of Business Administration, Bachelor of Science in Real Estate and Finance

Appraisal Institute Courses/Seminars

Appraisal Institute Comprehensive Appraisal Examination and Demonstration Appraisal Report

Continuing Education Courses/Seminars:

Uniform Standards of Professional Practice, Florida Law, Business Practices and Ethics, Expert Witness, Litigation, Condemnation, Wetland Valuation, Uniform Appraisal Standards for Federal Land Acquisition and Partial Interest Valuation.

### Approved Appraiser/Client:

Florida Department of Environmental Protection  
Florida Department of Transportation  
Trust for Public Lands  
Sarasota County  
Conservation Foundation of the Gulf Coast

Charlotte County  
School Board of Manatee County  
Financial Institutions  
Florida Power & Light  
Manatee County

### Professional and Community Organizations:

Board of Directors, Westcoast Florida Chapter of the Appraisal Institute, past

Region X Alternate, Westcoast Florida Chapter of the Appraisal Institute, past

Association of Eminent Domain Professionals

President, Life of Riley Foundation, which provides awareness and research for pediatric brain tumors and support for their families.



Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**FLORIDA REAL ESTATE APPRAISAL BD**

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

**SABA, RONALD MAURE**

3307 CLARK ROAD STE 203  
SARASOTA FL 34231

**LICENSE NUMBER: RZ2213**

**EXPIRATION DATE: NOVEMBER 30, 2022**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



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**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*August 3, 2022*

**REGULAR AGENDA**  
**ITEM 7**

**Initial Funding Program for the Phase 2B and 3C Regional Interconnect**

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**Presenter -** Ann Lee, MBA, CGFO, Finance & Budget Sr. Manager  
Natalie Sidor, PRAG

**Recommended Action -** **Motion** to approve the recommended lender, PNC Bank, NA, for the \$100,000,000 Revolving Line of Credit and direct staff to proceed with the preparation of the line of credit documents.

Initial funding for the Phase 2B and 3C Regional pipelines is needed as the projects commence in the fall 2022. The initial funding is proposed to be a \$100,000,000 revolving line-of-credit (LOC) which is expected to be succeeded by a bond issuance in the 2024/2025 timeframe. The Authority issued a request for proposals to provide the LOC, proposals were due on July 11, 2022 and the 5 proposals were received. Authority staff and Representatives from PRAG recommend the lender selection of PNC Bank, NA and request authorization to proceed with the preparation of the line of credit documents which will be brought back at the next Board meeting on October 5, 2022 for Board action.

**Budget Action** – No action needed

**Attachments:**

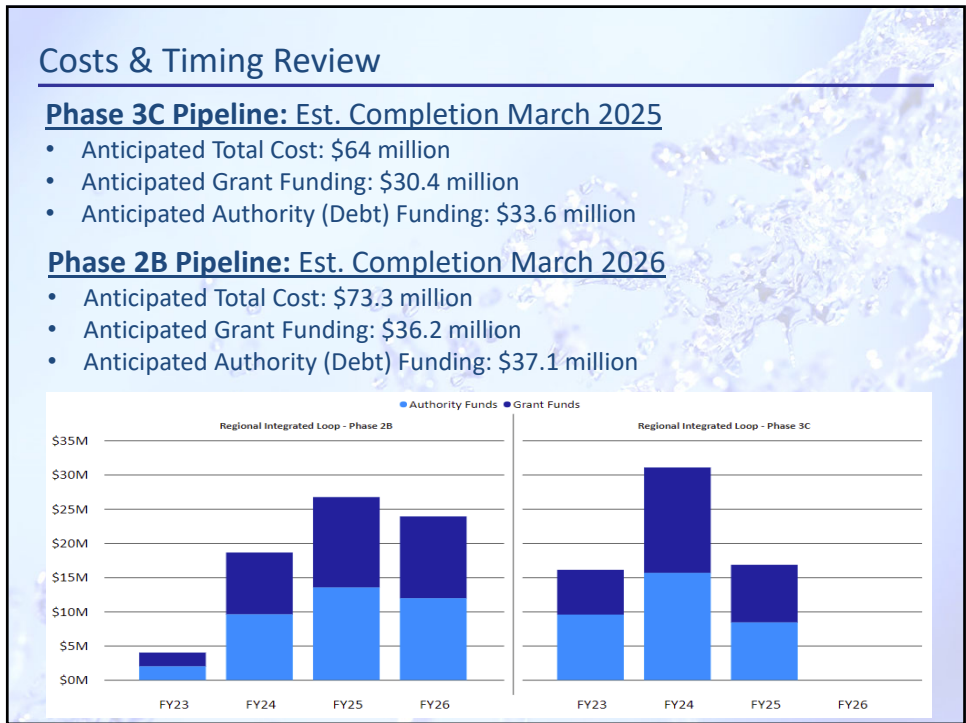
- Tab A Presentation Materials
- Tab B Notice of Intended Decision & RFP Documents Package
- Tab C Submitted Proposals

**TAB A**  
**Presentation Materials**





1



2

## Request for Proposals - \$100M Line of Credit

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### **Proposal Requirements**

- Structure: Tax-Exempt, Variable Rate, Revolving Line
- Security: Net Revenues on Parity with Bonds
- Interest Payments: Semi-Annual; Preference to defer/capitalize
- Term: 3-Years –matures October 2025
- Draw Frequency: Monthly
- Minimum Draw: \$100,000

### **Procurement Action**

### **Deadline**

- RFP Released June 22, 2022
- Questions July 1, 2022
- Proposals Due July 11, 2022
  - 5 Submittals
    - Bank of America
    - PNC
    - RBC & City National Bank
    - Truist
    - Wells Fargo

3

## Evaluation - \$100M Line of Credit

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### **Evaluation Factors**

- Amount, Structure, Security, Term
- Pricing/ Interest Rate Formula
- Unused Fees
- Interest Deferral or Capitalization
- Draw Frequency/ Minimums
- Prepayment Provisions
- Termination/ Reduction Provisions
- Other Conditions, Covenants, Requirements

4

## Recommendation - \$100M Line of Credit

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**PNC provides the optimal mix of pricing, fees, terms and conditions.**

- Pricing formula results in the lowest borrowing cost (interest and fees) based on assumed usage and data analyses
- Tiered unused fee structure
- Ability to capitalize interest through maturity as needed
- Ability to draw monthly with \$100,000 minimums
- Ability to prepay the line monthly with no penalty
- Covenants and requirements consistent with existing debt

5

## Recommended Action

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**Motion.** To approve the recommended lender, PNC Bank, National Association, for the \$100,000,000 Revolving Line of Credit and direct staff to proceed with the preparation of the line of credit documents.

6





7

**TAB B**  
**Notice of Intended Decision & RFP Documents Package**



**NOTICE OF INTENDED DECISION FOR AWARD OF CONTRACT-  
\$100,000,000 UTILITY SYSTEM REVENUE NOTE, SERIES 2022 (LINE OF CREDIT)**

**Recommended Action -**

**Motion** to approve the recommended lender, PNC Bank, NA, for the \$100,000,000 Revolving Line of Credit and direct staff to proceed with the preparation of the line of credit documents.

Requests for proposals (RFP) were solicited from lenders to provide a tax-exempt, revolving, variable rate Line of Credit (the “Line”) in the amount of \$100 million for capital improvements to the Authority’s water production, transmission and/or treatment facilities and pay costs of issuance related to the Line. Five (5) proposals from prospective lenders (see table below) were timely received on July 11, 2022 and all were deemed responsive. Authority staff and Representatives from PRAG evaluated the RFPs and recommend the lender selection of PNC Bank, NA.

**Prospective Lenders\***

Bank of America, NA
PNC Bank, NA
RBC Capital Markets, LLC & City National Bank
Truist Bank
Wells Fargo Bank, NA

*\*Listed in Alphabetical Order*

**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: July 18, 2022

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

## Request for Proposals for \$100,000,000 Utility System Revenue Note, Series 2022 (Line of Credit)

### Introduction

The Peace River Manasota Regional Water Supply Authority (the “Authority”) is seeking proposals to provide a tax-exempt, revolving, variable rate Line of Credit (the “Line”) in the amount of \$100 million for capital improvements to the Authority’s water production, transmission and/or treatment facilities (the “System”) and pay costs of issuance related to the Line. The Authority’s major System projects expected to be funded with the Line are detailed below. The Authority reserves the right to utilize draws on the Line to fund any substitutions or additions of other allowable eligible System projects throughout the term of the Line.

- **Regional Integrated Loop - Phase 2B** - 13 miles of large diameter transmission main to serve growing demands in western Charlotte County. The Authority has an executed interlocal agreement with Charlotte County for this project. This project is scheduled to be completed via progressive design build (PDB) delivery method with the PDB contractor selection expected to be presented to the Authority Board for approval at its August 3, 2022 Board meeting to meet the project’s expedited schedule. It is currently anticipated that this project will be fully complete by March 1, 2026.
- **Regional Integrated Loop - Phase 3C** - 10 miles of large diameter transmission main with pumping and storage facilities to serve growing demands in northeast Sarasota County. The Authority has an executed interlocal agreement with Sarasota County for this project. This project is scheduled to be completed via progressive design build (PDB) delivery method with the PDB contractor selection expected to be presented to the Authority Board for approval at its August 3, 2022 Board meeting to meet the project’s expedited schedule. It is currently anticipated that this project will be fully complete by March 1, 2025.
- **Reservoir 3 (PR<sup>3</sup>)** - new 9 billion gallon reservoir; intake and pump station on the Peace River; reservoir pump station and conveyance system. This project is currently in the preliminary design and engineering phase.
- **Peace River Facility (PRF) Expansion** - plant capacity increase by up to 24 million gallons per day (mgd) to support 15-18 mgd annual average daily demands in conjunction with the PR<sup>3</sup>. Preliminary design is anticipated to begin on this project in October 2022.

The Authority anticipates taking advantage of grant funding opportunities, including Southwest Florida Water Management District grants, to fund a portion of its capital improvement plan. The Authority expects to use the grant monies received as a direct source of funding for its capital projects and/or to repay a portion of the Line.

Additional details on the Authority’s 5-Year Capital Improvement Plan are available here:

<https://regionalwater.org/uploads/Business/CIP-CNA2023-2042.pdf>

The Line will be payable solely from and secured by a first lien upon and a pledge of the Net Revenues of the System and will be on parity with the Authority’s outstanding senior lien debt. As of September 30, 2021, the Authority had a total of \$125,680,000 in long-term debt outstanding, consisting of \$121,665,000 of bonds that will be on parity with the Line and \$4,015,000 of subordinate lien direct borrowings. The outstanding senior lien bonds include: (i) \$51,125,000 Series 2020 Revenue Bonds; (ii) \$14,625,000 Series 2015 Revenue Bonds; and (iii) \$55,915,000 Series 2014B Revenue Bonds (collectively, the “Outstanding Bonds”). The Authority currently maintains credit ratings of Aa3/AA/AA with Moody’s, Standard & Poor’s and Fitch, respectively, on its outstanding Utility System Revenue bonds. The Line will not be rated.

Additional details on the Authority’s outstanding debt are provided in the most recent Annual Comprehensive Financial Report:

<https://regionalwater.org/uploads/Budget/Financials/FY2021AnnualComprehensiveFinancialReport.pdf>

The Line will be issued pursuant to the authority of and in full compliance with Chapter 373, Florida Statutes, and Section 163.01, Florida Statutes, a Second Amended Interlocal Agreement creating the Peace River/ Manasota Regional Water Supply Authority dated October 5, 2005 among Charlotte County, Sarasota County, DeSoto County and Manatee County and other applicable provisions of law, and a Resolution (the “Original Resolution”) adopted by the Board of Directors of the Authority (the “Board”) on December 7, 2005, as amended and supplemented from time to time, and as particularly amended by a resolution (the “Line Resolution”, collectively with the Original Resolution, the “Resolution”) currently anticipated to be adopted by the Board on October 5, 2022. The provisions of the Resolution are anticipated to remain consistent as provided in Appendix A of the Official Statement for the Authority’s most recent bond issue available at: <https://emma.msrb.org/P11427845-P11108164-P11517808.pdf>

Financial institutions wishing to respond to this Request for Proposals (“RFP”) are invited to complete and return the information requested in Appendix A (Submittal Requirements) after review of the Term Sheet provided herein with the Authority’s proposed structure.

**Timing Requirements\***

<b><u>Action</u></b>	<b><u>Deadline</u></b>
1. RFP released	June 22, 2022
2. Questions due by 12:00pm	July 1, 2022
3. Proposals due by 10:00am	July 11, 2022
4. Lender selection by Authority staff	July 13, 2022
5. Lender approval by Authority Board	August 3, 2022
6. Distribute 1 <sup>st</sup> draft of documents	August 10, 2022
7. Final documents submitted to agenda coordinator	September 19, 2022
8. Authority Board approval	October 5, 2022
9. Closing	October 6, 2022

\* Represents expected timing. The Authority reserves the right to adjust timing as it deems necessary.

## **The Authority**

The Peace River Manasota Regional Water Supply Authority (the “Authority”) was created as an independent special district of the State of Florida, created and existing pursuant to Chapter 373, Florida Statutes, and Section 163.01, Florida Statutes 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’s service area makes up ~2,600 square miles in Charlotte, Sarasota, DeSoto and Manatee Counties with a rapidly growing population of over 1 million. The Authority, through its customers retail systems, provides high quality potable water to approximately 500,000 residents in the four county area. The Authority currently provides high-quality drinking water to Charlotte, DeSoto and Sarasota Counties, and the City of North Port. Plans are in place for the Authority to provide water to Manatee County in the future.

## **The System**

The Authority’s raw water supply is the Peace River and the Authority owns and operates the Peace River Facility, a 51 mgd conventional surface water treatment facility on Kings Highway in DeSoto County. The treatment plant is supported by a 120 mgd intake on the Peace River, two off-stream raw water reservoirs with total storage volume of 6.5 billion gallons, and 21 aquifer storage and recovery (ASR) wells. The Authority’s regional transmission 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. The Authority is in compliance with all federal, state, regional and local laws, regulation and orders relating to the System and all permits related to the System have been obtained or applied for.

## **Governance**

The Authority is governed by a four-member Board of Directors comprised of one County Commissioner from each of the Authority Members appointed by each respective Board of County Commissioners. The Authority currently has 50 total employees (54 approved FTE) with management of the Authority led by its Executive Director along with four senior staff members in charge of System Operations, Water Resources, Finance and Budget, and Engineering.

## **The Master Water Supply Contract/ Rate Structure**

The Authority was created in 1982 via an interlocal agreement among Charlotte, Sarasota, DeSoto and Manatee Counties (the “Authority Members”). The Master Water Supply Contract (“MWSC”) was adopted in October 2005 and amended in 2015. The MWSC represents the contract between the Authority and Charlotte, Sarasota, DeSoto, Manatee Counties and the City of North Port (the “Water Customers”) and governs the delivery of regional water to those Water Customers. Current water allocations under the MWSC total 34.7 mgd with an average daily water delivery of 28.62 mgd in FY21 and expected customer demand of 32 mgd in FY23.

The MWSC can be found here:

<https://regionalwater.org/uploads/Business/GovernanceDocuments/MasterWaterSupplyContract2005.pdf>

The MWSC sets forth the establishment of a Water Rate for each fiscal year that is paid monthly by the Water Customers. The Water Rate is established annually through the Authority’s budget process by Resolution of the Board for the sale of water and is comprised of a Base Rate and Water

Use Charge. The Base Rate Charge is comprised of the debt and fixed costs of the Authority and is based on a specific allocation methodology per the MWSC while the Water Use Charge is comprised of the variable costs associated with power, treatment chemicals and residual hauling and represents a common rate based on actual metered water usage. The Water Rate calculation for FY22 is provided in the Authority's Approved FY22 Budget: <https://regionalwater.org/uploads/Budget/FY2022/FY2022ApprovedBudgetBooklet.pdf>

The Authority's FY23 budget is in process with the adoption of the final FY23 budget expected at the August 3, 2022 Board meeting. The tentative budget for FY23, as well as the respective presentation to the Board on April 6, 2022, is available here:

<https://regionalwater.org/uploads/Budget/FY2023/FY2023ApprovedTentativeBudget.pdf>

<https://regionalwater.org/uploads/Budget/FY2023/FY2023TentativeBudgetPresentation.pdf>

### **Capital Improvement Plans**

In recent years, the Authority has funded certain ongoing capital improvements on a pay-as-you-go basis and has received priority status with regards to grants from the Southwest Florida Water Management District (SWFWMD) and/or the State to fund a portion of its capital projects. The Authority develops a 5-year Capital Improvement Plan ("CIP") and 20-year Capital Needs Assessment ("CNA"), both of which are updated annually. The FY23-27 CIP totals \$554.3 million, with \$287.9MM anticipated to be funded with Authority funds and \$266.4 million with grant funds. The FY23-42 CNA totals \$922.2 million with \$477.2 million anticipated to be funded with Authority funds and \$445.0 million with grant funds. The Board approved the FY23-27 CIP and FY23-42 CNA at its June 1, 2022 Board meeting.

Additional information regarding the Authority's structure, financials, budget and capital plans may be found here: [www.regionalwater.org/business](http://www.regionalwater.org/business).

### **Proposal Submission**

All proposals should be emailed to [procurement@regionalwater.org](mailto:procurement@regionalwater.org) using the subject line, **"Response to RFP: Line of Credit 2022"** no later than **10:00 a.m. Eastern Standard Time on Monday, July 11, 2022**. Proposals will be publicly opened at the below referenced address at that time.

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

The Authority and PRAG are not responsible for any expense of respondents related to the preparation or presentation of their proposals. The Authority reserves the right to reject any and all proposals, waive irregularities and take such other actions as are in the Authority's best interest. Nothing in this RFP, the responses, or the Authority's acceptance of any response in whole or in part, shall obligate the Authority to complete negotiations with the related respondent. The Authority reserves the right to end, in its sole discretion, negotiation with a respondent at any time up to the consummation of the transaction arising from this RFP.

Please direct any questions concerning this RFP in writing via email to [procurement@regionalwater.org](mailto:procurement@regionalwater.org) using **"RFP Question: Line of Credit 2022"** as the subject line no later than **Friday, July 1<sup>st</sup> at 12:00pm**.



**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**Request for Proposals for**  
**\$100,000,000**  
**Utility System Revenue Note, Series 2022 (Line of Credit)**

**Term Sheet**

Borrower:	Peace River Manasota Regional Water Supply Authority (the "Authority")
Structure:	Tax-Exempt, Variable Rate, Revolving Line of Credit (the "Line"). The Line will be evidenced by a Note and issued pursuant to a Resolution.
Security:	The Note will be secured by Net Revenues of the System on parity with the Outstanding Bonds. The Line will not be secured by a debt service reserve fund.
Size:	\$100,000,000 (Preliminary Draw Schedule included as Appendix B)
Interest Payments:	Based on the structure of the Authority's member contracts and water rates under the provisions of the MWSC, the Authority desires the ability to defer interest payments through a pre-determined period of time, preferably through maturity. A shorter interest deferral period will be considered. At a minimum, the Authority prefers deferring the payment of interest through Fiscal Year 2023 based on the current FY23 budget. Favorable consideration will be given to longer interest deferral periods.  The Authority may also consider capitalizing interest for a pre-determined period of time.  Upon expiration of the interest deferral period, the Authority prefers semi-annual interest payment dates on April 1st and October 1st to remain consistent with its outstanding debt obligations.
Draw Frequency:	Monthly
Minimum Draws:	\$100,000
Term:	3-Years from Closing (matures October 2025)
Prepayment:	The Authority desires the ability to prepay all or a portion of the Line at any time without penalty.
Reduction:	The Authority desires the ability request a reduction in the commitment amount of the Line at any time without penalty.
Termination:	The Authority may terminate the Line at any time. A cancellation fee may be charged if the Line is cancelled within one year of closing.

Term-Out Provision:	There can be no acceleration of the obligations under the Line for any reason. If the Line is not repaid in full at maturity, the outstanding balance will automatically convert to a term loan with amortization over a pre-determined term and structure. Favorable consideration will be given to proposals with longer term-out provisions with interest paid semi-annually. The Authority anticipates issuing long-term financing to take out the Line prior to the occurrence of any term out and to fund remaining project costs.
Debt Service Reserve:	None.
No Ratings:	The Authority has not applied for a rating for the Line, and the Line will not be rated.
No Disclosure:	There will be no official statement or any other offering document prepared in connection with the Line.
No CUSIPS:	No CUSIPS will be obtained in connection with the Line.
EMMA Posting:	Information concerning the Line will be posted to EMMA
Financial Advisor:	Public Resources Advisory Group. PRAG is acting as financial advisor to the Authority in connection with the Line and is not acting as a placement agent.
Note Counsel:	Nabors Giblin & Nickerson
Borrower's Counsel:	Manson Bolves Donaldson Varn
Governing Law:	The rights/obligations of the Authority under the Line will be governed by the laws of the State of Florida.
Rights of Set-Off:	None
Excess Interest Claw-back:	Not allowed
Interest Rate Adjustments:	The Authority will accept adjustments to the interest rate for a determination of taxability as a result of Authority's action or inaction provided the language is acceptable to the Authority. The Authority will not accept gross-up provisions for change in law, tax rate or any other regulatory requirements.
Patriot Act Language:	Please provide your Patriot Act Language, if any. The Authority will consider language which includes allowances reflecting the governmental nature of the Authority.
Rate Covenant:	1.15x (Net Revenues must be at least 1.15x annual debt service in any Fiscal Year) as detailed in the Rate Covenant section of the Series 2020 Revenue Bonds Official Statement. <a href="https://emma.msrb.org/P11427845-P11108164-P11517808.pdf">https://emma.msrb.org/P11427845-P11108164-P11517808.pdf</a>
Additional Bonds Test:	1.15x (Net Revenues must be at least 1.15x maximum annual debt service, including the additional debt proposed to be issued) as detailed in the Additional Bonds section of the Series 2020 Revenue Bonds Official Statement. <a href="https://emma.msrb.org/P11427845-P11108164-P11517808.pdf">https://emma.msrb.org/P11427845-P11108164-P11517808.pdf</a>

Covenants:	The Authority will be subject to the Events of Defaults and Remedies, Rate Covenant and Additional Bonds Test and described in the Resolution for the Outstanding Bonds, and because of the parity nature of the Line, the Authority desires sameness in terms of covenants, and does not want weaker or stronger covenants of the Outstanding Bonds as compared to the Line.
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The successful bidder will be required to deliver certain certificates at closing including, without limitation:

- 1) The Lender is a sophisticated investor and is aware that the Line and investment in the Note involves various risks, that the Note is not a general obligation of the Authority and that the repayment of the Note is secured solely from the sources described in the Resolution (the "Note Security").
- 2) The Lender has made such independent investigation of the Note Security as it, in the exercise of sound business judgment, considers to be appropriate under the circumstances. The Lender understands that no official statement, prospectus, offering circular, or other comprehensive offering statement is being provided with respect to the Line and the Note.
- 3) The Lender has knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of providing the Line and purchasing the Note and can bear the economic risk associated therewith.
- 4) The Lender has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Authority in connection with the Line and the Note and no inference should be drawn that the Lender, in providing the Line and acceptance of said Note, is relying on Note Counsel, Nabors Giblin & Nickerson and Borrower's Counsel, Manson Bolves Donaldson Varn as to any such matters other than the legal opinions rendered by Note Counsel and by Borrower's Counsel. The Lender has had access to and has reviewed such information concerning the Authority as it has deemed necessary.
- 5) The Lender acknowledges that no CUSIP numbers or credit ratings have been obtained with respect to the Note.
- 6) The Lender understands that the Note is issued in a single denomination, may not be transferred in a denomination less than the outstanding principal amount thereof and any transfer must be in accordance with the provisions, and subject to the restrictions, of the Resolution. The Line evidenced by the Note will not be used in the future on a securitized transaction.
- 7) The Lender is not acting as a broker or other intermediary and is providing the Line and purchasing the Note with its own capital and for its own account and not with a present view to a resale or other distribution to the public.
- 8) The Lender is a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit sharing trust, or "qualified institutional buyer" as defined in Rule 144A promulgated under the Securities Act of 1933, as amended and as contemplated by Section 517.061(7), Florida Statutes. The Lender is not providing the Line or purchasing the Note for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

### **SCRUTINIZED COMPANIES**

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 that Boycott Israel List, or is engaged in a boycott of Israel, 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 any amount.

Similarly, 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, 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 one million dollars or more. By submitting a Proposal, Lender certifies that it is not on the aforementioned lists.

### **PUBLIC ENTITY CRIMES**

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, statements of qualifications, 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. Lender shall submit with its Proposal a properly executed and notarized Public Entity Crimes Statement, attached hereto as Appendix C.

### **DISCRIMINATORY VENDER LIST**

An entity who has been placed on the discriminatory vendor list may not submit a bid, statement of qualifications, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, statement of qualifications, 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, statement of qualifications, 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. By submitting a Proposal to this solicitation, Lender certifies that it is not on the discriminatory vender list.

### **CONFLICT OF INTEREST**

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



## **PARTICIPATION IN E-VERIFY SYSTEM**

Every public employer, consultant/contractor, and sub-consultant/contractor shall register with and use the E-Verify System to verify the work authorization status of all newly hired employees. By submitting a proposal, Lender certifies that it has registered for and will use the E-Verify System. Lender shall submit with its Proposal a properly executed and notarized Contract Holder E-Verify Registration and Affidavit, attached hereto as Appendix D.

## **PUBLIC AVAILABILITY OF RECORDS**

Once opened, all proposals will become the property of the Authority and, at the sole discretion of the Authority, may not be returned to the respondent. Any information, reports, or other materials given to, prepared, or submitted in response to this Request for Proposals will be subject to the provisions of the Public Records Act, Chapter 119, Florida Statutes. Any respondent claiming that its proposal contains information that is exempt from Chapter 119, Florida Statutes, must clearly segregate and mark that specific information and provide the specific statutory citation for such exemption. Section 119.071(1)(b), Florida Statutes, exempts sealed proposal from inspection, examination, and duplication until such time as the Authority issues a notice of intended decision pursuant to Section 120.57(3)(a), Florida Statutes, or within thirty (30) days after the proposal opening, whichever comes first. This exemption is not waived by the public opening of the proposal. ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THIS REQUEST FOR STATEMENT OF QUALIFICATIONS CAN BE DIRECTED TO THE AUTHORITY'S PUBLIC RECORDS CUSTODIAN BY TELEPHONE AT (941) 316-1776, OR BY EMAIL AT PEACERIVER@REGIONALWATER.ORG, OR 9415 TOWN CENTER PARKWAY, LAKEWOOD RANCH, FLORIDA 34202.

## Appendix A

### Submittal Requirements

Please provide a proposal which includes the terms and conditions of the proposed Line. All proposals must include, but are not limited to, the information listed below:

Name of Institution:	
Contact Person:	
E-Mail Address:	
Telephone/Facsimile Numbers:	
Short-Term Ratings (Moody's/S&P/Fitch):	
Long-Term Ratings (Moody's/S&P/Fitch):	

- 1) Not to exceed amount
- 2) Term/ final maturity
- 3) Interest rate formula for tax-exempt draws
- 4) Interest calculations (i.e., frequency, payment dates, day count method, computation basis)
- 5) Origination fee (if any)
- 6) Unused fees (if any), including any grid-based fee schedules based on usage thresholds
- 7) Minimum draw size and draw frequency
- 8) Draw fees (and cap) (if any)
- 9) Amendment, extension and transfer fees (if any)
- 10) Prepayment/redemption features
- 11) Term-out period and rate
- 12) Pricing adjustments or other relevant pricing information
- 13) Conditions precedent
- 14) Any information you would want the Authority to redact in its EMMA posting
- 15) Proposed Bank Counsel firm and individual and not-to-exceed Bank Counsel fees and expenses. *It is expected that Note Counsel will prepare the necessary financing documents with Bank Counsel providing review and comment on behalf of the Lender.*
- 16) Summary of specific provisions to be included in the governing documents, if any.
- 17) Any additional requirements or relevant pricing information
- 18) Provide an affirmative statement that, if selected, your institution will be able to comply with the expected timing requirements detailed herein and confirm your ability to hold the pricing formula and pricing spread through the expected closing date.

## Appendix B

### Preliminary Draw Schedule\*

<b>Draw Date</b>	<b>Draw Amount</b>
Line Closing Date (Oct 2022)	\$3,500,000
1/1/2023	\$6,600,000
4/1/2023	\$6,100,000
7/1/2023	\$12,000,000
10/1/2023	\$23,800,000
1/1/2024	\$24,100,000
4/1/2024	\$23,900,000
<b>Total</b>	<b>\$100,000,000</b>

*\*Preliminary, subject to change.*

## Appendix C

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

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

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

for \_\_\_\_\_  
(Print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ company organized under the laws of the State of \_\_\_\_\_, on behalf of the company, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_



**Appendix D**

**Contract Holder E-Verify Registration and Affidavit**

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

**Affidavit**

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

STATE OF \_\_\_\_\_

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

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Hon. Alan Maio  
Sarasota County

Hon. Elton A. Langford  
DeSoto County

Hon. Bill Truex  
Charlotte County

Hon. George Kruse  
Manatee County

Mike Coates, P.G., Executive Director

## **Request for Proposals: \$100,000,000 Utility System Revenue Note, Series 2022 (Line of Credit)**

### **Addendum 1: Response to Questions**

**July 6, 2022**

**1. Question:** Would the Authority consider a liquidity facility to support commercial paper notes instead of the requested line of credit?

**Response:** No.

**2. Question:** Could you please provide (calculated/demonstrated) evidence satisfying the Additional Bonds Test for the new debt and details on current and expected Rate Increases for the term of the Revolving facility?

**Response:** The Authority's rate consultant is currently working on the report that will provide the required evidence satisfying the Additional Bonds Test.

**3. Question:** Could you please provide statements outlining year-to-date operating performance for FY2022? If unavailable, could you please comment on expectations for satisfying bond covenants in FY2022 and FY 2023?

**Response:** Please see the attached "Mid-Year Financial Report for Fiscal Year 2022" as received and filed by the Authority Board of Directors on June 1, 2022.

**4. Question:** Can you please provide copies of the interlocal agreements for the Regional Integrated Loops Phase 2B and 3C? What do these agreements cover?

**Response:** Please see the attached Interlocal Agreements.

**5. Question:** Would debt service payments related to these 2 projects solely be derived from charges to Charlotte county for Phase 2B and Sarasota County for Phase 3C? Would these payments be included in the determination of the base rates? Or is repayment for these projects separate?

**Response:** Pursuant to the Master Water Supply Contract, any debt payments for these projects will be charged to the respective customer through the debt portion of their base rate on an annual basis, therefore debt service payments related to the Phase 2B pipeline will be charged to Charlotte Co and any debt service payments related to the Phase 3C pipeline will be charged to Sarasota Co.

**6. Question:** Per the bond resolution definitions, how would the line of credit repayment be calculated in the rate covenant? Would a 25 year amortization apply as potentially more than 25% of the principal amount will be due in one year?

**Response:** For the purposes of the additional bonds test, the Authority and rate consultants are applying a 25 year amortization with level debt service.

**7. Question:** Has a new rate study/projections been completed to cover the new projects and debt service on the new \$100MM line (or term-out/take-out bonds) for ad bonds test compliance? How much in rate increases are anticipated to be able to cover the additional debt needed? It does not appear that historical net revenues would cover existing max annual debt service plus a 25 yr. amortization of \$100MM at the 1.15x threshold.

**Response:** The Authority's rate consultant is currently working on the report that will provide the required evidence satisfying the Additional Bonds Test.

**8. Question:** According to the RFP, the 5 year CIP totals \$554 million with \$288 million funded by Authority Funds and the remainder from grants. How much in additional debt is anticipated over that time period to cover the Authority's portion of the CIP?

**Response:** The Authority anticipates going to the bond market in FY24/25 in order to fund the Peace River Reservoir 3 and associated plant expansion as well as any amounts due on the \$100M line of credit. Final amounts are not known at this time as Authority customers may elect to self-fund their portion of projects and discussions are currently underway regarding cost allocations.

**9. Question:** What are the \$1,345,000 in annual disbursements to the Counties/City for "debt coverage" (which increases to \$1,519,868 in FY 2023)? Do these payments have a sunset?

**Response:** Per Authority Budget Policy, this annual distribution is the reimbursement of the customers' prior years' debt service coverage payment that is included in their base rate. This amount is equal to 15% of each respective customers debt service for that fiscal year and these payments do not have a sunset.

**10. Question:** What is the annual payment i/a/o \$796,000 to Desoto County for? Does it terminate at some point?

**Response:** This payment is annual remitted to DeSoto Co pursuant to Amendment 2 of the Mater Water Supply Agreement, Exhibit A and the payment remains in effect (do not terminate) for the term of the Master Water Supply Agreement.

**11. Question:** Are feasibility studies available for any of the projects to be financed by the line?

**Response:** Yes.

**12. Question:** Have there been any discussions to date with the rating agencies regarding additional debt plans and any potential impacts to the ratings for the increased debt levels?

**Response:** No, however no unfavorable ratings results are expected.

**13. Question:** Can you provide projections on what future debt you will require? The capital plan did not outline specific debt just grants and funds from the Authority?

**Response:** The Authority anticipates going to the bond market in FY24/25 in order to fund the Peace River Reservoir 3 and associated plant expansion as well as any amounts due on the \$100M line of credit. Final amounts are not known at this time as Authority customers may elect to self-fund their portion of projects and discussions are currently underway regarding cost allocations.

**14. Question:** How many customers are serviced? If possible, could we also get broken out by members?

**Response:** As a wholesale water provider, the Authority has 5 customers: Charlotte Co., DeSoto Co, Sarasota Co, City of North Port & Manatee Co (Manatee Co. does not currently purchase water from us).

**15. Question:** Could you provide us the average bill sale for the member counties?

**Response:** The Authority's monthly water sales for FY22 total approximately \$2.9M/month. As the Authority is a wholesale water provider to member counties & city, we do not have access to each member's average water bill for their end users.

**16. Question:** Could you provide us the amortization schedule for each senior and subordinate debt issuance?

**Response:** Schedule attached.

**TAB C**  
**Submitted Proposals**



# Peace River Manasota Regional Water Supply Authority

Proposal for a Revolving Line of Credit

July 11, 2022

Bank of America, N.A.

## SUMMARY OF TERMS AND CONDITIONS

Submission date: July 11, 2022

### Parties to the Transaction

**Issuer / Borrower:** Peace River Manasota Regional Water Supply Authority (the “Issuer” or “Borrower”).

**Lender:** Bank of America, N.A. or an affiliate of Bank of America Corporation (the “Lender” or “Bank”).

**Ratings:** Bank of America, N.A.

	Moody's	S&P	Fitch
Long-Term	Aa2	A+	AA
Short-Term	P-1	A-1	F1+

### The Facility

**Facility:** Revolving Credit Agreement (the “Facility” or “Agreement”) that is available in the amount and for the term set forth below. Amounts available under the Facility may be borrowed, repaid and re-borrowed after the date the Facility first becomes effective (the “Closing Date”) until the maturity date thereof. This is a tax-exempt line of credit; therefore, once tax-exempt aggregate draws have reach the face amount of the note, no additional advances will be permitted unless the Bank has received an updated tax opinion acceptable to the Bank and its counsel.

**Facility Amount:** Not to exceed \$100,000,000

**Maturity:** Three years from closing (anticipated October 2025)

**Optional Prepayment:** The Issuer may prepay the Facility in whole or in part at any time with five days written notice without premium or penalty. The unutilized portion of the Bank’s commitment under the Facility may be irrevocably reduced or terminated by the Borrower in whole or in part without penalty.

**Use of Proceeds:** As provided for in the Request for Proposal and other allowable System projects. Draws under the line of credit shall be permitted to pay interest expense thru maturity.

**Security:** The Facility will be secured by Net Revenues of the System on parity with outstanding bonds. The line will not be secured by a debt service reserve fund.

**Term Out Option:** Provided that (i) no event of default under the Facility or inchoate default shall have occurred and be then continuing and (ii) all representations and warranties (including, without limitation, the representation and warranty as to no material adverse change and no material litigation) are true and correct as of the date of conversion, the outstanding principal amount of loans under the Facility on such maturity date may, at the Issuer’s election, be converted to a term loan which will be repayable in a nine semi-annual installment beginning 6 months from the maturity date (in which case the Facility will be repaid in full 8 years after closing).

**Minimum Draw:** \$100,000 integral \$100,000 multiples thereof.

**Draw Frequency:** Two draws per month.

## Facility Fees

**Up-Front Fee:** None

**Commitment Fee:** The Issuer will pay a fee (the “Commitment Fee”), determined in accordance with the Performance Pricing grid set forth below, on the actual daily unused amount of the Bank’s commitment.

The commitment (undrawn) fees shall only be due for any day that the outstanding funded balance under the credit facility is less than \$10,000,000 on or after January 15, 2023, is less than \$25,000,000 on or after July 15, 2023 and is less than \$50,000,000 on or after the one year anniversary date of the closing.

The fee shall be assessed for each day that the funding level is not met on the difference between the commitment amount and the outstanding funded balance and shall be paid quarterly in arrears on March 31, September 30 and December 31 and on the maturity date.

## Interest Rates

**Drawn Rate:** Each advance under the Facility will bear interest prior to maturity at a rate per annum equal to the sum of: the Applicable Factor plus the Applicable Margin (as determined in accordance with the Performance Pricing grid set forth below).

**Applicable Index:** The Applicable Index shall mean the SIFMA Index. SIFMA Index” means, for any Computation Date, the level of the index which is issued weekly and which is compiled from the weekly interest rate resets of tax-exempt variable rate issues included in a database maintained by Municipal Market Data which meet specific criteria established from time to time by the Securities Industry and Financial Markets Association and issued on Wednesday of each week, or if any Wednesday is not a Business Day, the next succeeding Business Day. “Computation Date” means Wednesday of each week, or if any Wednesday is not a Business Day, the next succeeding Business Day. If at any time the SIFMA Index is less than zero, such rate shall be deemed to be zero.

**Applicable Margin /Performance Pricing:** The Commitment (Undrawn) Fee and the Applicable Margin shall be, at any time, the rate per annum set forth in the table below opposite the long term, senior, non-credit enhance debt rating of the Issuer.

In the case of a split rating, the lowest rating will apply.

Moody’s / Fitch / S&P	Commitment Fee	Applicable Margin (Tax-Exempt)
AA+ / Aa1 / AA+	20 bppa	48 bppa
AA / Aa2 / AA	20 bppa	48 bppa
AA- / Aa3 / AA-	20 bppa	48 bppa
A+ / A1 / A+	20 bppa	53 bppa
A / A2 / A	20 bppa	58 bppa
A- / A3 / A-	25 bppa	68 bppa
BBB+ / Baa1 / BBB+	35 bppa	78 bppa
BBB / Baa2 / BBB	35 bppa	88 bppa
BBB- / Baa3 / BBB-	N/A	688 bppa
Below Investment Grade	N/A	688 bppa
Rating withdrawn or suspended	35 bppa	688 bppa

<b>Payment of Interest during Term-out:</b>	Interest on any advances that remain outstanding after the Maturity Date shall accrue at the Bank Rate (as described below) and is payable monthly in arrears on the first business day of each month.	
<b>Base Rate:</b>	The greatest of:	(i) Bank of America's Prime Rate plus 1.0%, (ii) the Federal Funds Rate plus 2.0% (iii) 7.00%
<b>Bank Rate:</b>	Days 1 – 90:	Base Rate
	Day 91+:	Base Rate plus 1.00%
<b>Default Rate:</b>	Base Rate plus 6.00%.	

### Calculation and Payment of Interest

<b>Day Count:</b>	Calculations of interest on loans and the Commitment Fee shall be made on the basis of the actual number of days elapsed in a 360 day year. Calculations of interest on the Term Loan shall be made on the basis of the actual number of days elapsed in a 365 or 366 day year, as the case may be.
<b>Interest Payments:</b>	Interest shall be due and payable semi-annually on the first business day of each semi-annual period beginning on April 1, 2023. The bank shall allow draws under the line of credit to make interest payments on the line prior to the Maturity date. Interest on Term Loan (if extended) is payable semi-annually beginning six months after the Maturity Date.
<b>Tax Gross-Up:</b>	<p>In the event that a Determination of Taxability occurs with respect to any tax-exempt advances under the Facility, the advances will bear interest from the date that taxability commences at a rate equal to the product of the Index Floating Rate and the Taxable Rate Factor (currently 1.27).</p> <p>Determination of Taxability will only include circumstances resulting from the action or inaction of the Issuer</p> <p>The Taxable Rate Factor is the amount by which the tax-exempt rate must be multiplied to achieve the equivalent taxable rate given the highest marginal federal corporate tax rate, currently 21%. "Taxable Rate Factor" means for each day that the Taxable Rate is determined, the quotient of (i) one divided by (ii) one minus the Maximum Federal Corporate Tax Rate in effect as of such day, rounded upward to the second decimal place.</p> <p>The Issuer is also responsible for payment of any interest, penalties or charges owed by the Bank as a result of interest on the tax-exempt advances becoming includable in the gross income of the Bank, together with any and all attorneys' fees, court costs, or other out-of-pocket costs incurred by the Bank in connection therewith.</p>

### Other Fees and Expenses

<b>Bank Counsel:</b>	Estimated legal fees at \$25,000 plus disbursements/out-of-pocket expenses.
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<b>Administrative Fees:</b>	Amendments, transfers, standard waivers or consents: \$2,500 plus attorney's fees and expenses.
<b>Fees and Expenses Valid for 60 Days:</b>	All fees and expenses, including those of the Bank's Counsel, are subject to increase if the transaction is not closed by October 30, 2022.

## The Revolving Credit Agreement

<b>Documentation:</b>	Documentation will include the Credit Agreement prepared by Bank Counsel. The Credit Agreement will include, but not be limited to, the terms and conditions outlined herein, as well as provisions that are customary and standard with respect to conditions precedent, representations and warranties, covenants, events of default and remedies (including acceleration of the Issuer's obligations under the Agreement, if applicable), and compliance with law including the U.S. QFC Resolution Stay Regulation.
<b>Conditions Precedent to Closing:</b>	The closing and the initial extension of credit under the Facility will be subject to satisfaction of the conditions precedent deemed appropriate by the Bank, including, but not limited to: (i) the negotiation, execution and delivery of definitive documentation in form and substance satisfactory to the Bank, (ii) delivery to the Bank in form and substance satisfactory to the Bank of a standard approving opinion of bond counsel regarding legality of, security for and tax-exempt status of interest on the Facility, an opinion of the Issuer's counsel in customary form and certificates of the Issuer's officials as to certain factual matters regarding the Facility, (iii) receipt of satisfactory financial information, budgets, projections, etc. as requested by the Bank, (iv) a bring down of representations and warranties, receipt of statement as to compliance with covenants and of no Event of Default and any other event that, with the passage of time, the giving of notice, or both, would result in an Event of Default, (v) there being no event or condition that has had or could be reasonably expected, either individually or in the aggregate, to have a Material Adverse Effect and (vi) such other conditions precedent as are customary for a financing of the type contemplated.
<b>Condition to Precedent to All Extensions of Credit:</b>	Usual and customary for transactions of this type including, without limitation, the following: (i) all of the representations and warranties in the loan documentation shall be true and correct as of the date of such extension of credit and (ii) no event of default under the Facility or inchoate default shall have occurred and be continuing, or would result from such extension of credit.
<b>Representations and Warranties:</b>	Usual and customary for transactions of this type including, without limitation, the following: (i) legal existence, qualification and power; (ii) due authorization and no contravention of law, contracts or organizational documents; (iii) governmental and third party approvals and consents; (iv) enforceability; (v) accuracy and completeness of specified financial statements and no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect; (vi) no material litigation; (vii) no default; (viii) ownership of property; (ix) insurance matters; (x) environmental matters; (xi) tax matters; (xii) ERISA compliance (if applicable); (xiii) use of proceeds and not engaging in business of purchasing/carrying margin stock; (xiv) status under Investment Company Act; (xv) accuracy of disclosure; (xvi) compliance with laws; (xvii) no bankruptcy and insolvency; (xviii) no proposed legal changes which may adversely affect the Facility, the obligations of the Issuer thereunder or the transaction; (xix) incorporation by reference of representations from related documents; and (xxi) standard OFAC/Patriot Act language.
<b>Covenants:</b>	Usual and customary for transactions of this type, including, without limitation, the following: (i) timely delivery of audited financial statements, forecasts, regulatory filings, compliance certificates and other information, (ii) notices of default, material litigation, material governmental proceedings or investigations, ERISA and environmental



proceedings and material changes in accounting or financial reporting practices; (iii) payment of obligations; (iv) preservation of existence; (v) maintenance of properties and insurance; (vi) compliance with laws; (vii) maintenance of books and records; (viii) inspection rights; (ix) use of proceeds; (x) more restrictive covenants in other existing or future credit facilities deemed incorporated in the Agreement; (xi) limitations on (A) liens, investments (including loans and advances), and indebtedness, (B) mergers and other fundamental changes, (C) sales and other dispositions of property or assets, (D) changes in the nature of business, (E) transactions with affiliates, (F) burdensome agreements, and (G) use of proceeds, and (xii) subordination of swap termination payments and restrictions on collateralization of swap obligations.

**Financial Covenants:** The Credit Agreement will contain a Rate Covenant and Additional Bonds Test as referenced in the Request for Proposal for the 2022 Line of Credit. All language to be included in the loan documents shall be acceptable to the Bank and its counsel.

**Reporting Requirements:** The Borrower shall provide, within 270 days after the close of each fiscal year, the completed audited financial statements of the Borrower. In addition, upon request by the Bank, the Borrower shall provide such other information respecting the affairs, condition and or operations, financial or otherwise, of the Borrower as the Bank may from time to time reasonable request.

**Events of Default:** Usual and customary in transactions of this type including, without limitation, the following: (i) nonpayment of principal, interest, fees or other amounts; (ii) failure to perform or observe covenants set forth in the loan documentation; (iii) any representation or warranty proving to have been incorrect when made or confirmed; (iv) cross-default to other indebtedness; (v) voluntary or involuntary bankruptcy, insolvency, debt moratorium, etc.; (vi) inability to pay debts; (vii) monetary judgment defaults in an amount to be agreed and material non-monetary judgment defaults; (viii) customary ERISA defaults (if applicable); (ix) actual or asserted invalidity or impairment of any loan documentation

**Remedies:** The Bank may, among other things, increase the Facility Fee pursuant to the Credit Agreement, cause the Default Rate to apply to all outstanding obligations of the Issuer to the Bank and pursue any other remedies to which it is entitled under the Credit Agreement, at law or in equity. Upon an event of default, no further draws shall be permitted under the line of credit.

Downgrade of parity bonds below Ba2/BBB/BBB (or the equivalent) by Moody's, S&P or Fitch, respectively shall not be an Event of Default but shall cause the Default Rate to apply

## Choice of Law / Jury Trial / Venue

**Governing Law:** This proposed Summary of Terms and Conditions, the Credit Agreement and any other documents to which the Bank shall become a party shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida.

**Jury Trial and Attorney's Fees:** The Issuer agrees, to the extent permitted under applicable law, to waive any right to a trial by jury in any action or proceeding with respect to any dispute or controversy under the Bond Documents. IN any litigation including any appeal, the prevailing party shall be entitled to recover attorney's fees.

**Venue:** Any disputes or legal actions arising out of this transaction shall be brought in the courts of Florida, and each party, to the fullest extent permitted by law, shall consent to the jurisdiction of such courts.

## Contacts

### Bank of America, N.A. (The Bank):

Name: Holly Kuhlman  
Title: Senior Vice President  
  
Address: 9128 Strada Place, Suite 10110  
Naples, Florida 34105  
Phone: (239) 598-8805  
Email: [Holly.kuhlman@bofa.com](mailto:Holly.kuhlman@bofa.com)

### BofA Securities, Inc. (BofAS):

Name: Doug Draper  
Title: Director  
  
Address: 101 E. Kennedy Blvd, Suite 200  
Tampa, Florida 33602  
  
Phone: (813) 225-8113  
E-mail: [Doug.draper@bofa.com](mailto:Doug.draper@bofa.com)

### Bank's Counsel:

Name: Mark Raymond  
Address: 8416 Man O War Road  
Palm Beach Gardens, Florida 33418  
Phone: (561) 775-8440  
Email: [Mark.raymond@mraymondlaw.com](mailto:Mark.raymond@mraymondlaw.com)

## Proposed Terms and Conditions Subject to Certain Events

*This Summary of Terms is intended only as an outline of certain of the material terms of the Facility and does not purport to summarize all of the conditions, covenants, representations, warranties and other provisions that would be contained in definitive documentation for the Facility contemplated hereby. This Summary of Terms is not a commitment. It represents a willingness on the part of the Bank to seek approval to provide the commitment indicated herein and consummate a transaction based upon the terms and conditions outlined in this term sheet and is subject to:*

Final credit approval (see "Credit Process Timeframe" below),

Absence of any material adverse change in the financial condition, operations or prospects of the Issuer, or in any law, rule or regulation (or their interpretation or administration), that, in each case, may adversely affect the consummation of the transaction, to be determined in the sole discretion of the Bank,

Such additional due diligence as the Bank may require, and

Agreement as to all final terms and conditions and satisfactory documentation thereof (including satisfactory legal opinions).

Appendix C and D to the RFP shall be provided if the proposed facility is awarded to the Bank subject to legal review by Bank counsel.

<b>Credit Process Timeframe:</b>	The credit process will take 5 business days from the point at which the Bank is officially awarded the transaction and has in its possession all materials necessary to undertake a full credit analysis.
<b>Expiration of Terms and Conditions:</b>	Consideration of a financing based on the terms and conditions presented in this term sheet shall automatically expire 14 calendar days from the date hereof unless accepted by Borrower. If accepted, the Bank reserves the right to terminate, reduce or otherwise amend if the subject transaction is not closed by October 30, 2022.
<b>Future Modifications:</b>	The terms, conditions, pricing levels and fees (including legal fees and expenses) cited herein reference the financing and the Facility Amount as described in this Summary of Terms and Conditions and are subject to revision in the event that (i) the Facility Amount changes, (ii) the security or transaction structure is modified, (iii) the transaction deviates materially from what was initially described, or (iv) the proposed financing does not close by October 30, 2022.

## Use of Information

This Summary of Terms and Conditions contains structuring and pricing information. It is the expectation of the Bank that until the business is awarded, this information will not be disclosed in whole or in part to any person, other than to your accountants, attorneys and professional advisors retained by you in connection with the Facility, without our prior written consent. Nothing herein shall restrict disclosure of information relating to tax structure or tax treatment of the proposed transaction or as required by law.

## No Advisory or Fiduciary Role

The Issuer acknowledges and agrees that: (i) the transaction contemplated by this Summary of Terms and Conditions is an arm's length, commercial transaction between the Issuer and the Bank in which the Bank is acting solely as a principal and for its own interest; (ii) the Bank is not acting as a municipal advisor or financial advisor to the Issuer; (iii) the Bank has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Bank has provided other services or is currently providing other services to the Issuer on other matters); (iv) the only obligations the Bank has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Summary of Terms and Conditions; and (v) the Bank is not recommending that the Issuer take an action with respect to the transaction contemplated by this Summary of Terms and Conditions, and before taking any action with respect to the contemplated transaction, Issuer should discuss the information contained herein with its own legal, accounting, tax, financial and other advisors, as it deems appropriate. If Issuer would like a municipal advisor in this transaction that has legal fiduciary duties to Issuer, Issuer is free to engage a municipal advisor to serve in that capacity. This Summary of Terms and Conditions is provided to Issuer pursuant to and in reliance upon the "bank exemption" provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 *et seq.*



## Appendix C

### 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 Holly Kuhlman  
(Print individual's name and title)  
for Bank of America  
(Print name of entity submitting sworn statement)  
whose business address is 9128 Strada Place, Suite 10110 Naples, FL  
and (if applicable) its Federal Employer Identification Number (FEIN) is 94-1687665  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_).
- 2) I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, statement of qualifications, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3) I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 4) I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
  - a) A predecessor or successor of a person convicted of a public entity crime; OR
  - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 5) I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.
- 6) Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**



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

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

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

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

Holly K (to best of my knowledge) 7/11/2022  
(Signature) (Date)

STATE OF Florida  
COUNTY OF Collier

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 11<sup>th</sup> day of July, 2022 by Holly Kuhlman as Senior Vice President of Bank of America, N.A. company organized under the laws of the State of Florida, on behalf of the company, who is personally known to me or has produced FL DL as identification.

[Signature]  
Notary Public

Caz Ferreira  
Name typed, printed or stamped

My Commission Expires: 12/02/2022



**Appendix D**

**Contract Holder E-Verify Registration and Affidavit**

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

**Affidavit**

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

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

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

[Signature] 7-11-2022  
Signature Date

Holly L Kuhlman  
Print Name

STATE OF Florida  
COUNTY OF Collier

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 11th day of July, 2022 by Holly Kuhlman (name of officer or agent, title of officer or agent) of Bank of America N.A. (name of Consultant company acknowledging), a FL (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced FL DL (Type of identification) as identification.

[Signature]  
Notary Public

Car Ferreira  
Name typed, printed or stamped

My Commission Expires: 12/02/2022



**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,  
EMPLOYER, AND DESIGNATED AGENT  
REGARDING E-VERIFY**

**ARTICLE I**

**PURPOSE AND AUTHORITY**

This Memorandum of Understanding (MOU) sets forth the terms by which the Social Security Administration (SSA), and the Department of Homeland Security, U.S. Citizenship and Immigration Service (DHS-USCIS) will provide information through E-Verify on behalf of **Bank of America - Arizona (Employer)** in order to confirm the employment eligibility of all newly hired employees of **Bank of America - Arizona (Employer)** following completion of the Employment Eligibility Verification Form (Form I-9).

Authority for E-Verify is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009

**ARTICLE II**

**FUNCTIONS TO BE PERFORMED**

**A. RESPONSIBILITIES OF THE SSA**

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Designated Agent on behalf of the Employer with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of some newly hired employees.
2. The SSA agrees to provide to the Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. The SSA agrees to provide the Designated Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during participation in E-Verify.
3. The SSA agrees to safeguard the information provided by the Employer through E-Verify procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the confirmation of Social Security Numbers and for evaluation of E-Verify or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated confirmation that is designed (in conjunction with the Department of Homeland Security's automated system if

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,  
EMPLOYER, AND DESIGNATED AGENT  
REGARDING E-VERIFY**

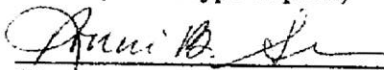
The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Designated Agent and the DHS-USCIS respectively.

**APPROVED BY:**

**Employer**

Ronni B. Schwartz

Name (Please type or print)



Signature

Vice President - Staffing Operations

Title

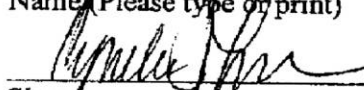
12/17/07

Date

**Designated Agent**

Cynthia J. Lange

Name (Please type or print)



Signature

Managing Partner

Title

12/12/07

Date

**Department of Homeland Security- Verification Division**

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Company ID Number: 33523  
Client Company ID Number: 75373

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,  
EMPLOYER, AND DESIGNATED AGENT  
REGARDING E-VERIFY**

5. Each party understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and USCIS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).
- G. EFFECTIVE DATE.** The terms of this agreement will become effective upon the signature of all parties, and shall continue in effect for as long as the SSA and the DHS-USCIS administer E-Verify.
- H. MODIFICATION.** This agreement may be modified upon the mutual written consent of all parties.
- I. TERMINATION.** This agreement may be terminated by any party upon 30 days prior written notice to the others. Termination by any party shall terminate the MOU as to all parties. The SSA or the DHS-USCIS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or the DHS-USCIS that there has been a breach of system integrity or security by Bank of America (Employer), or Fragomen, Del Rey, Bernsen & Loewy, LLP (Designated Agent) or a failure on the part of Bank of America (Employer) or Fragomen, Del Rey, Bernsen & Loewy, LLP (Designated Agent) to comply with established procedures or legal requirements.

The foregoing constitutes the sole and complete agreement on this subject between the SSA, the DHS-USCIS, the Employer, and the Designated Agent.

Bank of America (Employer) hereby designates and appoints Fragomen, Del Rey, Bernsen & Loewy, LLP (Designated Agent), including its officers and employees, as the Designated Agent for the purpose of carrying out Bank of America (Employer) responsibilities under the MOU between the Employer, the Designated Agent, the Social Security Administration and the Department of Homeland Security, U.S. Citizenship and Immigration Services.



Company ID Number: 33523  
Client Company ID Number: 75373

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,  
EMPLOYER, AND DESIGNATED AGENT  
REGARDING E-VERIFY**

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Designated Agent and the DHS-USCIS respectively.

APPROVED BY:  
**Employer Bank of America**

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Designated Agent Fragomen, Del Rey, Bernsen & Loewy, LLP**

**Sarah E Keating**

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Title

*Electronically Signed*

*12/18/2007*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Department of Homeland Security- Verification Division**

**USCIS Verification Division**

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Title

*Electronically Signed*

*12/19/2007*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Company ID Number: 33523**  
**Client Company ID Number: 75373**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,  
EMPLOYER, AND DESIGNATED AGENT  
REGARDING E-VERIFY**

**INFORMATION REQUIRED  
FOR THE E-VERIFY DESIGNATED AGENT PROGRAM**

Information relating to Employer's Company:

Company Name: Bank of America

Company Facility Address: 100 North Tryon St.,  
Charlotte, NC 85034

County or Parish: MECKLENBURG

Employer Identification Number: 94168766

North American Industry  
Classification Systems Code: 525

Parent Company: Bank of America, North America

Number of Employees: 10,000 and  
over



July 11, 2022

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

**Re: Peace River Manasota Regional Water Supply Authority: Request for Proposals for \$100,000,000 Utility System Revenue Note, Series 2022 (Line of Credit)**

Good morning,

On behalf of The PNC Financial Services Group ("PNC"), attached please find PNC Bank, N.A.'s ("PNC Bank") response to the Peace River Manasota Regional Water Supply Authority (the "Authority") Request for Proposals for capital improvements interim financing as a bank loan (the "Loan") in an amount not to exceed \$100,000,000. PNC Bank is excited for the opportunity to show support and assist the Authority in the completion of this transaction.

PNC brings a team-oriented approach to each financing, offering deep industry experience and sound technical expertise. Furthermore, PNC Bank believes in developing full relationships with its clients. We work hard to comprehensively understand our clients' unique financial needs and leverage the complete capabilities of the bank to respond with thorough, thoughtful solutions.

Once again, PNC is pleased to be able to support the Authority in this credit financing solution option and aims to have the transaction completed in a timely fashion. If you have any questions or need any additional information, please do not hesitate to contact me.

Regards,

A handwritten signature in blue ink, appearing to read "Nick Ayotte".

Nick Ayotte  
Senior Vice President, Public Finance  
The PNC Financial Services Group  
16740 San Carlos, Blvd  
Ft. Myers, FL 33908  
(T): 239.437.3736  
[nicholas.ayotte@pnc.com](mailto:nicholas.ayotte@pnc.com)

**PNC BANK, NATIONAL ASSOCIATION**

**Preliminary Summary of Terms and Conditions**

**Peace River Manasota Regional Water Supply Authority**

**July 11, 2022**

**\$100,000,000 REVOLVING BANK CREDIT FACILITY FOR CAPITAL EXPANSION AND IMPROVEMENTS**

This Term Sheet is not a commitment or an offer to lend and does not create any obligation on the part of PNC Bank, National Association (the "Bank") or any affiliate thereof. Neither the Bank nor any affiliate thereof will be deemed to have extended any commitment to Peace River Manasota Regional Water Supply Authority (the "Borrower") unless and until a formal commitment letter is issued and has been executed, delivered and accepted. This outline is only a brief description of the principal terms of suggested loan facilities and is intended for discussion purposes only.

This Term Sheet is delivered to you on the understanding that any of the terms of substance hereunder shall not be disclosed, directly or indirectly, to any other person except your officers, agents and advisors who are directly involved in the consideration of this matter unless required to do so by applicable law or prior written consent has been given by the Bank.

The indicative pricing provided herein is for discussion purposes only, is as of the date of this non-binding proposal and is subject to change daily between now through acceptance and date of close given the extraordinary and rapidly evolving market conditions.

**I. PARTIES**

**BORROWER / ISSUER:** Peace River Manasota Regional Water Supply Authority (the "Borrower", "Authority" or "Issuer")

**LENDER:** PNC Bank, National Association (the "Bank").

**PRIMARY CONTACT:**

Nick Ayotte  
Relationship Manager, Senior Vice President  
16740 San Carlos Boulevard  
Fort Myers, FL 33908  
(p) 239-437-3736 (f) 239-433-0359  
[nicholas.ayotte@pnc.com](mailto:nicholas.ayotte@pnc.com)

**II. CREDIT FACILITY, SECURITY AND FINANCING DOCUMENTS**

**CREDIT FACILITY:** PNC will provide a tax-exempt non-bank qualified ("NBQ") variable rate revolving line of credit totaling up to \$100,000,000 (the "Loan") pursuant to the terms of the Borrower's bond resolution, as amended and supplemented (the "Bond Resolution"), and as the Loan may be documented by a loan agreement between the Borrower and the Bank or a supplemental bond resolution (the "Loan Agreements" or the "Credit Facilities").

**PURPOSE:** The proceeds of the Loan under the Credit Facility shall be used to provide funds for capital improvements to the Authority's water production, transmission and/or treatment facilities (the "System") and pay the costs of issuance related to the Loan. This offering is for a private placement on the Bank's balance sheet (no CUSIP number).

<b>MATURITY DATE:</b>	Three (3) Years from the Closing Date.
<b>STRUCTURE/AMORTIZATION:</b>	Principal may be drawn on any index reset date. Full outstanding principal is due on the Maturity Date.
<b>DRAWS:</b>	Minimum draw amount requirement is \$100,000 and in denominations of \$100,000 thereafter. Draws will be limited to one every month and on any index reset date.
<b>INTEREST PAYMENTS:</b>	Semiannually on April 1 and October 1 commencing on April 1, 2023 (Act/360).
<b>CAPITALIZING INTEREST:</b>	While the Line remains outstanding, the Borrower has the option to make draws on the Line to make scheduled interest payments.
<b>TERMINATION FEE:</b>	If the line is canceled during the initial 12-month period, a termination fee of 10 basis points will be assessed on the commitment amount. If the Line is canceled after the initial 12-month period, no fee will be assessed.
<b>COMMITMENT REDUCTION:</b>	Should the Borrower request a commitment reduction, it can be done one time on the 12-month anniversary date of the Line and without penalty.
<b>SECURITY:</b>	The payment of principal and interest on the Loan will be a senior parity position on Net Revenues of the Authority as further described in the Utility System Refunding Revenues Bonds, Series 2020 Official Statement in the section entitled "Security and Sources of Payment" and its governing documents.
<b>FINANCING DOCUMENTATION:</b>	The Credit Facility shall include standard conditions precedent to purchase and closing, representations and warranties, indemnities, covenants, events of default and remedies. The Loan Agreement, the Note, governing documentation and the other documents required for closing are herein collectively referred to as the " <i>Financing Documents</i> ."
<b>TAX STATUS OF INTEREST ON THE NOTE:</b>	Interest on the Note shall be excludable from gross income for federal income and state income tax purposes. The Borrower shall take all steps necessary to maintain such tax-exempt status. The Bank shall be provided an opinion of tax counsel satisfactory to the Bank which concludes that interest on the Note is excludable from gross income for federal income tax purposes and that the Note is not a "qualified tax-exempt obligation" under Section 265(b)(3) of the Code.
<b>CLOSING DATE:</b>	The closing date is expected to occur on or before October 7, 2022 (the " <i>Closing Date</i> ") and shall be subject to the satisfaction of the conditions precedent set forth in the Loan Agreement and the conditions precedent described herein. An alternative closing date may be accepted subject to mutual agreement between the Bank and the Borrower.

### III. INTEREST RATES AND OTHER KEY PROVISIONS

<b>VARIABLE RATE OPTIONS:</b>	<b>NBQ Tax-Exempt Variable Rates (Monthly Resets):</b>
	<b>BSBY Option: (79% of 1 Month BSBY) + 24 basis points</b>
	<b>SOFR Option: (79% of 1 Month SOFR) + 33 basis points</b>
	<b>SIFMA Option: SIFMA + 48 basis points</b>



**EARLY PREPAYMENT:** The Loan may be prepaid on any 1 Month index reset date without penalty.

**UNUTILIZED FEES:** The Borrower shall pay an unutilized fee to the Bank annually in arrears on the last day of each calendar year in an amount equal to the product of (i) .12% or .08% per annum and (ii) the difference between the amount of the Credit Facility and the amount advanced by the Bank for each day during the term of the Drawdown Period. The Unutilized Fee shall be calculated based upon a year of 360 days and the actual number of days elapsed.

**FEE SCHEDULE:**  
**0% TO 35% USAGE: 12 BASIS POINTS**  
**35% TO 50% USAGE: 8 BASIS POINTS**  
**OVER 50% USAGE: WAIVED**

**EVENT OF TAXABILITY:** If an event of taxability occurs due to action (or inaction) caused by the Borrower in addition to the amounts required to be paid with respect to the Note, the Borrower shall be obligated to pay to the Bank an amount equal to the positive difference, if any, between the amount of interest that would have been paid during the period of taxability if the Bonds had borne interest at a taxable rate and the interest actually received by the Bank with respect to the Note. Borrower shall also be obligated to pay any penalties, interest or other charges that the Bank incurs as a result of such determination of taxability. Taxable event does not include and is not triggered by a change in law by Congress that causes the interest to be includable under the Bank's gross income; provided, however, from and after the effective date of such change in law, all future advances will be made at a taxable equivalent rate.

**TAXABILITY OF FUTURE DRAWS:** Future draw requisitions will be conditioned on reaffirmations that draws are in compliance with all covenants / certificates (including tax covenants) and in concert with the evergreen tax-exempt and validity opinion initially issued by Bond Counsel.

**COMPUTATION BASIS:** Computations of interest shall be calculated on an Act/360-day basis.

**DEFAULT RATE:** The Default Rate equals the greatest of (i) the PNC Prime Rate plus 3.0%; (ii) the Overnight Bank Funding Rate plus 3.5%; and (iii) 7.0%.

**TERM OUT PERIOD:** If the Loan is not repaid in full on the Maturity Date, the outstanding balance will amortize with level semiannual principal payments over the subsequent three (3) years at the Term Out Rate. Interest will also be paid semiannually during this period and the Loan will no longer be available from which to make draws.

**TERM OUT RATE:** PNC Prime Rate plus 2.0%

**IV. OTHER FEES AND EXPENSES**

**COMMITMENT/CLOSING FEE:** Waived.

**COSTS AND EXPENSES:** All expenses incurred by the Bank, including security interests, if applicable, and audit and reasonable legal fees (inside and outside), and any other expenses in reference to structuring, documenting, closing, monitoring or enforcing the Financing Documents, if applicable, shall be for the account of the Borrower and payable at closing and otherwise on demand. The Bank prefers to use Bryant Miller Olive PA as Bank Counsel. Bank Counsel legal fees (review-only / no opinion) will not exceed \$22,500 if awarded the Loan. If the Bank requires Bank Counsel review for each draw, Bryant Miller Olive P.A.'s review only-fees for each such issuance will be

no greater than \$2,500. All expenses (including counsel fees) shall be paid by the Borrower regardless of whether the transaction is closed.

**V. FINANCIAL/NEGATIVE COVENANTS  
AND FINANCIAL REPORTING**

Affirmative and negative covenants, including the reporting covenants listed below, will be specified by the Bank for inclusion in the Financing Documents and mirror those of the Utility System Refunding Revenues Bonds, Series 2020 Official Statement and its supporting documents.

- Annual audited financial statements for the borrower within 210 days of the Borrower's fiscal year end.
- Budgets submitted to the Bank no later than the first day of each Fiscal Year and other items as may be reasonably requested by the Bank which are prepared by the Borrower.

**Rate Covenant:** As per the section "Rate Covenant" on pages 10-11 of the Utility System Refunding Revenues Bonds, Series 2020 Official Statement

**Additional Bonds:** As per the section "Additional Bonds" on pages 15-16 of the Utility System Refunding Revenues Bonds, Series 2020 Official Statement

**VI. CONDITIONS  
PRECEDENT TO CLOSING**

The Financing Documents shall include conditions precedent customary for transactions of this nature including, without limitation, the following:

Documentation satisfactory to Bank Counsel; delivery of enforceability and approving opinions; authorizing resolutions (which may be an existing authorizing resolution); financial statements; bring-down of representations and warranties; and certification as to no default or event of default.

**VII. EVENTS OF DEFAULT/  
REMEDIES:**

The Loan Agreement shall include events of default customary for transactions of this nature, including, without limitation: payment default, covenant defaults, breach of representations, acceleration rights if granted to other senior parity debt holders, invalidity or repudiation of any Financing Document or any material provision thereof, judgment default, bankruptcy or insolvency, and pension plan defaults.

Upon the occurrence of an Event of Default, in addition to all other customary remedies, all payment obligations shall bear interest at the Default Rate.

**VIII. CHOICE OF LAW / JURY TRIAL /  
OTHER PROVISIONS**

**GOVERNING LAW:** The Loan Agreement, and any other documents to which the Bank shall become a party will be governed by the laws of the State of Florida.

**USA PATRIOT ACT NOTICE:** Pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. 107 56), the Bank is required to obtain, verify and record information that identifies the Borrower and, potentially, other loan parties, which information may include, without limitation, the name and address of the Borrower and any such loan parties and other information that will allow the Bank to identify the Borrower and other loan parties in accordance with the USA PATRIOT Act.

**JURY TRIAL:** To the extent permitted by law, the parties to the Loan Agreement agree to waive a jury trial in any proceeding including the Bank.

**TRANSFERS/ASSIGNMENTS:** While the Bank is providing the Credit Facility for its own account without a present intent to transfer the Credit Facility, the Bank reserves the right in its sole discretion to assign, sell, pledge or participate interests in the Credit Facility without the consent of the Borrower.

**ADDITIONAL TERMS:** The terms and conditions contained in this proposal are not intended to be comprehensive. The definitive Financing Documents may include additional terms and conditions required by the Bank, subject to mutual agreement of the parties, which are not included herein.

**UNDERWRITING:** Should PNC be appointed this Loan, the Bank requires a minimum of 2 weeks for the formal underwriting process from the appointed date.

**NO ADVISORY OR FIDUCIARY ROLE:** The Borrower acknowledges and agrees that: (i) the Bank has not assumed any advisory or fiduciary responsibility to the Borrower with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Bank or any of its affiliates has provided other services or is currently providing other services to the Borrower on other matters); (ii) the only obligations the Bank has to the Borrower with respect to the transaction contemplated hereby are expressly set forth in this term sheet; and (iii) the Borrower has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

**EXPIRATION:** This proposal expires on October 7, 2022 and the Credit Facility must close no later than this date unless otherwise extended by the Bank in writing.

**PNC AGENCY RATINGS:**

Moody's:	A2
S&P:	A
Fitch:	A+

**AGREEMENT BY THE ISSUER / BORROWER:** The Borrower hereby desires to engage the Bank in the origination of the Credit Facility pursuant to the terms and conditions stated herein.

Recognizing that this Term Sheet is non-binding on the Bank, please evidence your interest in proceeding on the foregoing terms and conditions by signing and returning a copy of the document to the Bank on or prior to August 10, 2022 at which point the Bank will continue with due diligence and credit underwriting for the foregoing transaction.

ACCEPTED AND AGREED TO:

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Appendix C

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 Nick Ayotte  
(Print individual's name and title)

for PNC Bank NA  
(Print name of entity submitting sworn statement)

whose business address is 16740 San Carlos Blvd Ft. Myers, FL 33908

and (if applicable) its Federal Employer Identification Number (FEIN) is 22-1146430  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_).

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

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

4) I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:  
a) A predecessor or successor of a person convicted of a public entity crime; OR  
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

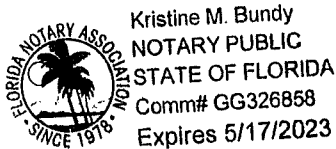
\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent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

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

N. Ayotte 7/7/22  
(Signature) (Date)

STATE OF FL  
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 7 day of July, 2022 by Nick Ayotte as SVP of PNC, 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.



Kristine M. Bundy  
Notary Public  
Kristine M. Bundy  
Name typed, printed or stamped  
My Commission Expires: 5/17/2023



Appendix D

Contract Holder E-Verify Registration and Affidavit

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

Affidavit

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

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

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

Nick Ayotte 7/7/22  
Signature Date

Nick Ayotte  
Print Name

STATE OF FL

COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of  physical presence, or  online notarization, this 7 day of July, 2022 by Nick Ayotte (name of officer or agent, title of officer or agent) of PNC (name of Consultant company acknowledging), a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ (Type of identification) as identification.

Kristine M. Bundy  
Notary Public

Kristine M. Bundy  
Name typed, printed or stamped

My Commission Expires: 5/17/2023



Kristine M. Bundy  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG326858  
Expires 5/17/2023

Company ID Number:19959

Client Company ID Number:537667

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent TALX Corporation	
Name (Please Type or Print)	Title
Arianna Hughes	
Signature	Date
Electronically Signed	July 07, 2022
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date

Company ID Number:19959

Client Company ID Number:537667

<b>Information Required for the E-Verify Program</b>	
<b>Information relating to your Company:</b>	
Company Name	PNC Bank, N.A.
Company Facility Address	620 Liberty Avenue Pittsburgh, PA 15222
Company Alternate Address	
County or Parish	Allegheny
Employer Identification Number	22-1146430
North American Industry Classification Systems Code	Credit Intermediation And Related Activities (522)
Parent Company	
Number of Employees	10,000 and over
Number of Sites Verified for	0

Company ID Number:19959

Client Company ID Number:537667

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name	Sarah Fantuzzo
Phone Number	(412) 705-2609
Fax Number	
Email Address	sarah.fantuzzo@pnc.com

Name	kelley stanzione
Phone Number	(412) 705-2609
Fax Number	
Email Address	kelley.stanzione@pnc.com

Name	Floarta Blanchard
Phone Number	(412) 705-2609
Fax Number	
Email Address	floarta.blanchard@pnc.com



## Peace River Manasota Regional Water Supply Authority

Response to Request for Proposals (RFP) for  
\$100,000,000 Utility System Revenue Note, Series 2022

**Submitted By:**

**RBC Capital Markets, LLC**

100 2<sup>nd</sup> Avenue South, Suite 800  
St. Petersburg, FL 33701

Alex Bugallo, Director  
(727) 895-8858 | [alex.bugallo@rbccm.com](mailto:alex.bugallo@rbccm.com)

**City National Bank, an RBC Company**

555 S. Flower Street  
Los Angeles, CA 90071

Scott Allison, Senior Vice President  
(908) 721-6664 | [scott.allison@cnb.com](mailto:scott.allison@cnb.com)

July 11, 2022



Capital  
Markets





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### Attachments:

Public Entity Crimes Statement

Contract Hlder E-Verify Registration and Affidavit

### Disclaimer

Neither RBCCM nor CNB are recommending an action to you as the municipal entity or obligated person, and neither entity is acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Exchange Act to you with respect to the information and material contained in this communication. RBCCM and CNB are acting for its own interests. You should discuss any information and material contained in this communication with any and all internal or external advisors and experts that you deem appropriate before acting on this information or material.

Any commitment to make the Series 2022 Note (including the terms and conditions proposed herein) or to extend credit is subject to all of CNB's internal approvals and due diligence procedures. In obtaining credit approval, CNB reserves the right to modify and/or supplement any of the terms and conditions stated herein. To this end, this RFP response is an expression of interest only, and it is not a contract, commitment nor intent to be bound. CNB does not intend that this response create any legal rights or obligations, implicit or explicit, in favor of or against the other party. Also, no oral discussions and/or written agreements shall be in place of or supersede written agreements executed by the Issuer and accepted by CNB.



Capital  
Markets



July 11, 2022

Ann Lee  
Finance / Administration Manager  
Peace River Manasota Regional Water Supply Authority  
9415 Town Center Parkway  
Lakewood Ranch, Florida 34202

Dear Ann:

On behalf of RBC Capital Markets, LLC ("RBCCM") and City National Bank, an RBC Company ("CNB"), we appreciate the opportunity to respond to Peace River Manasota Regional Water Supply Authority's (the "Authority") Request for Proposals for a tax-exempt, revolving, variable rate line of credit (the "Facility" or the "Line").

CNB, with over \$95 billion in assets and an expanding presence on the east coast, is a wholly-owned subsidiary of Royal Bank of Canada ("RBC"), the parent company of RBCCM. CNB has over 40 years of experience in the municipal sector with over \$1 billion in its tax-exempt loan portfolio. CNB works in a close coordinated fashion with RBCCM, which currently has over \$13 billion of municipal credit commitments, to bring financial solutions to municipalities across the country.

CNB is offering an indicative proposal for a Facility for up to \$100,000,000 to finance capital improvements to the Authority's water production, transmission and/or treatment facilities. The proposed Facility will be extended by CNB as more fully described in this Proposal. CNB has reviewed the Authority's Original Resolution, as well as various publicly available financial and disclosure documents, and this Proposal has received preliminary credit authorization from CNB's credit committee.

RBCCM and CNB look forward to working with you on this important transaction. After reviewing the Proposal, please let us know if we can provide any additional information.

Sincerely,

Alex Bugallo  
Director, RBCCM  
(727) 895-8858  
alex.bugallo@rbccm.com

Scott Allison  
Senior Vice President, CNB  
(908) 721-6664  
scott.allison@cnb.com

<b>Name of Institution:</b>	City National Bank, an RBC Company
<b>Primary Contact Person:</b>	Scott Allison Senior Vice President, Municipal Finance Office: Charlotte, NC
<b>E-Mail Address:</b>	scott.allison@cnb.com
<b>Telephone/Facsimile Numbers:</b>	(908) 721-6664
<b>Short-Term Ratings (Moody's/S&amp;P/Fitch):</b>	P-1/A-1/F1+
<b>Long-Term Ratings (Moody's/S&amp;P/Fitch):</b>	A2/A+/AA-

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### 1) Type of Facility / Not to Exceed Amount

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Tax-exempt, revolving, variable rate line of credit (the "Facility" or the "Line") for up to \$100,000,000 available to fund capital improvements as outlined in the Authority's RFP.

---

### 2. Facility Term / Final Maturity

---

Term of the Facility is up to three (3) years from the date of Closing plus a 5-year Term Loan option after maturity as described in Question #11 herein.

---

### 3. Interest Rate Formula for Tax-Exempt Draws

---

CNB proposes the following interest rate, which includes an Index Rate plus an Applicable Spread, for all tax-exempt draws under the Facility:

**Facility Interest Rate:** (80% of Daily Simple SOFR rounded to nearest 1/16th) + 0.27%.

For reference, the Daily Simple SOFR rounded rate equals 1.5625% as of July 8, 2022.

---

### 4. Interest Calculations and Payment Dates

---

Interest on all Loans drawn under the Facility will be calculated on the basis of actual/365-day year and payable monthly, quarterly, or semi-annually in arrears. While CNB cannot offer to defer interest during the 3-year term of the Facility, the Authority can utilize advances for project expenditures including the repayment of interest.

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### 5. Origination Fee

---

None.

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## 6. Unused Fees

---

CNB proposes a tiered utilization fee structure which corresponds to the undrawn portion of the Facility and payable quarterly in arrears on an actual/365-day basis. The table below reflects the Utilization percentage which is the percentage of the total outstanding Loans divided by the Facility amount:

Utilization %	Commitment Fee % (Undrawn Portion of Facility)
Less than 50%	0.15%
50% - 75%	0.10%
Over 75%	0.00%

---

## 7. Minimum Draw Size

---

CNB proposes a minimum draw size of \$100,000 with increments of \$5,000.

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## 8. Draw Fees

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None.

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## 9. Amendment, Extension and Transfer Fees

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\$2,500 per amendment or extension of the Facility plus any reasonable and customary legal fees incurred by the Bank.

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## 10. Prepayment / Redemption Features

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All Loans drawn under the Facility are pre-payable at any time without penalty provided that any early cancellation prior to the 1-year anniversary date of Closing would result in a Termination Fee equal to the Commitment Fee rate applied to the remaining availability amount under the Facility and for a tenor to the 1-year anniversary date. For the avoidance of doubt, as an example, if termination occurs after 6 months and the Facility is 50% utilized, then a Termination Fee would be calculated as [ $\$50,000,000 * 0.15\% * 180$  days]. Upon any conversion of the Loans to a Term Loan, such amounts are pre-payable at any time without penalty.

---

## 11. Term Loan Period and Rate

---

Provided no Default or Event of Default has occurred and is continuing and all representations and warranties of the Authority are true and correct, in each case as of the maturity date of the Facility, the Authority may convert outstanding Loans drawn under the Facility on the maturity date to a Term Loan for up to five (5) years with semi-annual payments of principal plus accrued interest. Such Term Loan would accrue interest at the following rate:

**Term Loan Conversion Rate:** Equal to the Base Rate + 1.0% where the Base Rate is defined as the greatest of  
(i) Prime Rate plus 1.0%, (ii) Federal Funds Rate plus 2.0%, or (iii) 7.0%

**Default Rate:** 3.00% above the greater of (i) the applicable interest rate in effect upon the occurrence of any Event of Default, or (ii) the definition of the Base Rate provided above.

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## 12. Pricing Adjustments

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Upon a rating downgrade below A1/A+/A+ by Moody's, S&P or Fitch on the Authority's Utility System credit, the Applicable Spread as described herein will automatically increase by 0.10% (10 basis points) per annum for each rating level, including plus or minus gradations within any rating category.

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## 13. Conditions Precedent

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Those customary and usual for a transaction of this nature to include, but not be limited to:

1. Completion of the due diligence process, including receipt by the Bank of information related to the Authority;
2. Credit authorization and final transaction approval received from the Bank;
3. Execution and delivery of documentation in form and substance satisfactory to the Bank;
4. Payment of all closing fees and expenses;
5. Delivery of all legal opinions required by the Bank and its counsel;
6. Evidence that the Authority's Utility System credit ratings of Aa3/AA/AA by Moody's, S&P and Fitch, respectively;
7. Bring down of representations and warranties, including covenant compliance and no default or inchoate default;
8. No material adverse change in financial condition, ratings, laws, rules, guidelines or regulations currently in effect, related to the Authority's Utility System since the date of their most recent audited financial statements, and there shall be delivered to the Bank a certificate of the Authority's Utility System dated of as of the Closing date to such effect;
9. Receipt and review of documentation demonstrating the security for, and other obligations under the Facility, all of which must be in form and substance satisfactory to the Bank; and,
10. Such other financial information as reasonably requested by the Bank including but not limited to review and acceptance of the Authority's pending consultant's report demonstrating compliance with the Rate Covenants and Additional Bonds Test for the proposed refunding bonds to be issued to refinance Loans under this proposed Line.

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## 14. EMMA Posting

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A redacted version of the Revolving Credit Agreement is to be posted on EMMA promptly following the closing of the Line.

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## 15. Bank Counsel

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CNB proposes to utilize Chapman and Cutler LLP as Bank Counsel on the proposed Series 2022 Note at a fee not to exceed \$15,000, payable at closing as part of the closing costs. Bank Counsel's fee is based on the assumption that all necessary financing documents, including the Revolving Credit Agreement, will be drafted by Note Counsel and that Bank Counsel will review and comment on the financing documents, including all legal opinions.

<p><b>Richard A. Cosgrove</b> <b>Chapman and Cutler LLP</b> 320 South Canal Street Chicago, IL 60606 (312) 845-3738 cosgrove@chapman.com</p>
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## 16. Specific Provisions in Governing Documents

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Revolving Credit Agreement between the Lender and the Authority with all advances under the Revolving Credit Agreement evidenced by a Note issued under a Resolution and payable from and secured by a first lien on and pledge of the Net Revenues of the Public Utilities System on a parity with the Outstanding Bonds of the Authority.

As requested, the Bank's proposed Patriot Act language is shown below:

*USA Patriot Act.* The Bank hereby notifies the Issuer that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act"), it is required to obtain, verify and record information that identifies the Issuer, which information includes the name and address of the Issuer and other information that will allow the Bank to identify the Issuer in accordance with the Act. The Issuer agrees to, promptly following a request by the Bank, provide all such other documentation and information reasonably requested by Bank for purposes of compliance with applicable "know your customer" and anti-money laundering rules and regulations, including, without limitation, the Act.

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## 17. Additional Requirements / Relevant Pricing Information

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The Term Sheet on pages 5-7 of the Authority's RFP is hereby incorporated by reference as part of this submission.

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## 18. Affirmation Statement

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CNB will comply with the timing requirements outlined in the Request for Proposal and as well as the pricing indications provided herein until the expected closing date of October 6, 2022 assuming the satisfaction of the Conditions Precedent described herein.

## Appendix C

### 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 Alex Bugallo, Director  
(Print individual's name and title)

for RBC Capital Markets, LLC  
(Print name of entity submitting sworn statement)

whose business address is 100 2nd Avenue South, Suite 800, Saint Petersburg, FL 33701

and (if applicable) its Federal Employer Identification Number (FEIN) is 41-1416330  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_).

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

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

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

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

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



(Signature)

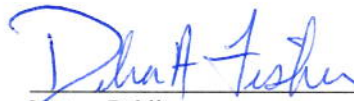
July 6, 2022

(Date)

STATE OF Florida

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 6 day of July, 2022 by Alex Bugallo as Director of RBC Capital Markets, LLC, a limited liability company organized under the laws of the State of Florida, on behalf of the company, who is personally known to me or has produced \_\_\_\_\_ as identification.

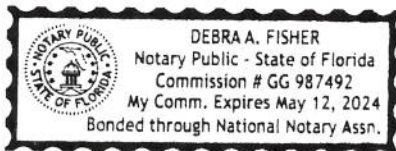


Notary Public

Debra A. Fisher

Name typed, printed or stamped

My Commission Expires: May 12, 2024



Appendix D

**Contract Holder E-Verify Registration and Affidavit**

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

**Affidavit**

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

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

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

  
\_\_\_\_\_  
Signature July 6, 2022  
Date

Alex Bugallo, Director  
\_\_\_\_\_  
Print Name

STATE OF Florida

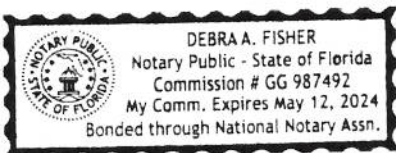
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 6 day of July, 2022 by Alex Bugallo, Director (name of officer or agent, title of officer or agent) of RBC Capital Markets, LLC (name of Consultant company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ (Type of identification) as identification.

  
\_\_\_\_\_  
Notary Public

Debra A. Fisher  
\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: May 12, 2024



# TRUIST

Name of Institution:	<b>Truist Bank</b>
Contact Person:	<b>Adam L. Horn</b>
E-Mail Address:	<b><a href="mailto:adam.horn@truist.com">adam.horn@truist.com</a></b>
Telephone/Facsimile Numbers:	<b>813-224-2552</b>
Short-Term Ratings (Moody's/S&P/Fitch):	<b>Truist Financial Corp: No Rating / A-2 / F1</b> <b>Truist Bank: No Rating / A-1 / F1</b>
Long-Term Ratings (Moody's/S&P/Fitch):	<b>Truist Financial Corp: A3 / A- / A+</b> <b>Truist Bank: A2 / A / A+</b>





Peace River Manasota Water Supply Authority, Florida

Term Sheet

July 5, 2022

Truist Bank (“Bank”), on behalf of itself and its designated affiliate (the “Lender”), is pleased to submit the following summary of terms and conditions for discussion purposes only. The term sheet is non-binding and does not represent a commitment to lend. The term sheet is intended only as an outline of certain material terms of the requested financing and does not purport to summarize all of the conditions, covenants, representations, warranties and other provisions that would be contained in any definitive documentation for the requested financing.

Borrower:	Peace River Manasota Water Supply Authority, Florida
Facility/Purpose/ Description:	Tax Exempt Utility System Revenue Variable Rate Revolving Line of Credit (the “Line” or “Series 2022 Facility”) with a Put Option.  Proceeds will be used to (i) finance capital improvements to the Authority’s water production, transmission and/or treatment facilities (“System”) and (ii) pay the related costs of issuance associated with the Series 2022 Line.
Amount:	Up to \$100,000,000
Funding:	Drawn amounts at a minimum of \$100,000 are available under the Line (each an “Advance”) may be borrowed from the date the Facility first becomes effective (“Closing Date”) until October 1, 2025 at which point any remaining availability on the Line will expire. No draws may be made during a default or an event of default.
Advances	Draws will be limited to two per month. The Authority currently expects a \$3,500,000 first draw at closing.
Repayment:	Interest shall be payable semi-annually due April 1st and October 1st, commencing on October 1, 2025. In the event the put option is not exercised, the Principal amount as of October 1, 2025 shall be payable annually beginning October 1, 2026 as equal installments based on the outstanding principal amount as of October 1, 2025, with final payment agreed upon by the Lender and Borrower.
Maturity Date:	3 years from closing of the Line (based on a Put at October 1, 2025) unless longer term is selected by Borrower or otherwise extended by the Lender.
Prepayment:	The Lender will allow prepayment in whole and in part on any Business Day without any penalty, provided notice of prepayment is given to Lender two business days prior.

[-Private-]

Unused Fee:	A fee of 10 bps fee per annum shall be due and payable quarterly on a pro-rata share based on the average amount not funded over the prior quarter.												
Interest Rate:	<p>The following rate options will be held through closing provided that (1) Lender is notified of intent to recommend Lender’s Proposal for award and which pricing option is chosen by July 15, 2022 and (2) the Loan closes by October 6, 2022.</p> <p>Lender is offering three term out options for the loan following the draw period ending October 1, 2025 and a lower rate during the draw period if Lender has a Put option.</p> <p>For rate options below, if lender has a Put provision allowing the bank to Put the loan to the Borrower on October 1, 2025, the interest rate formula during the draw period will be <b>79% of the sum of 1 Month Term SOFR plus 52 bps</b> (resulting in a rate of 1.99% as of 7/8/2022). Provided the Put option is not exercised, the rates will adjust on October 1, 2025 as shown in the table below.</p> <p>If Lender does not have a Put provision included, the rate formulas below will apply for the full term, including the draw period.</p> <table border="1" data-bbox="448 905 1539 1234"> <thead> <tr> <th data-bbox="448 905 776 1010">Term Out Period Following 3-year draw</th> <th data-bbox="776 905 1243 1010">Interest Rate Formula</th> <th data-bbox="1243 905 1539 1010">Resulting Rate as of 7/8/2022</th> </tr> </thead> <tbody> <tr> <td data-bbox="448 1010 776 1083">Option A: 5 Years</td> <td data-bbox="776 1010 1243 1083">79% of the sum of 1 Month Term SOFR plus 106 bps.</td> <td data-bbox="1243 1010 1539 1083">2.33%</td> </tr> <tr> <td data-bbox="448 1083 776 1157">Option B: 7 Years</td> <td data-bbox="776 1083 1243 1157">79% of the sum of 1 Month Term SOFR plus 111 bps.</td> <td data-bbox="1243 1083 1539 1157">2.37%</td> </tr> <tr> <td data-bbox="448 1157 776 1234">Option C: 10 Years</td> <td data-bbox="776 1157 1243 1234">79% of the sum of 1 Month Term SOFR plus 115 bps.</td> <td data-bbox="1243 1157 1539 1234">2.41%</td> </tr> </tbody> </table> <p>Accrual basis: Act/360</p> <p>The interest rate for the Note will be subject to increase in the event of a Determination of Taxability including retroactive interest, penalties and other fees and costs associated therewith. Taxable Event does not include and is not triggered by a change in law by Congress that causes the interest to be includable under Lender’s gross income; provided, however, from and after the effective date of such change law all future advances will be made on a taxable basis.</p> <p>In no event will One-Month Term SOFR ever be less than 0.00%.</p> <p>“SOFR” with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve Bank of New York’s Website.</p>	Term Out Period Following 3-year draw	Interest Rate Formula	Resulting Rate as of 7/8/2022	Option A: 5 Years	79% of the sum of 1 Month Term SOFR plus 106 bps.	2.33%	Option B: 7 Years	79% of the sum of 1 Month Term SOFR plus 111 bps.	2.37%	Option C: 10 Years	79% of the sum of 1 Month Term SOFR plus 115 bps.	2.41%
Term Out Period Following 3-year draw	Interest Rate Formula	Resulting Rate as of 7/8/2022											
Option A: 5 Years	79% of the sum of 1 Month Term SOFR plus 106 bps.	2.33%											
Option B: 7 Years	79% of the sum of 1 Month Term SOFR plus 111 bps.	2.37%											
Option C: 10 Years	79% of the sum of 1 Month Term SOFR plus 115 bps.	2.41%											

Security:	The Line and Note will be secured by a senior lien on the net revenues of water utility system, pledged capacity fees, proceeds from the sale or condemnation of property of the System and proceeds from property and casualty insurance insuring the System's property, and qualified derivative payments received by the Authority.
Put Provision	If Put option rate is selected, the Line will be subject to a mandatory "put" to the Borrower on October 1, 2025, unless the Lender, in its sole discretion, gives written notice to Borrower no later than 120 days prior to such put date that it will not, in its sole discretion, exercise its right to "put" the line to the Borrower in which case the Revolving Line of Credit facility shall convert to a term loan with the principal amortization period beginning October 1, 2026 through a 5, 7 or 10-year Term-Out Period, as agreed upon by the Lender and Borrower. The failure to give any notice shall mean that the Borrower shall be obligated to pay or purchase the Line in full on such put date.
Term-Out Provision	<p><u>As per Rate Option A, B and C:</u> In the event the Authority does not pay the full amount of the Principal outstanding on or before the Maturity Date and the Maturity Date has not been extended, and there has been no Event of Default, the Principal outstanding shall convert to a Term Loan with the principal amortized annually beginning October 1, 2026 over either a 5, 7 or 10-year term-out period.</p> <p>Lender is willing to include a provision to allow Borrower to term out a portion of the funded line on any business day during or after the draw period at a fixed rate, to be negotiated upon request.</p>
Documentation:	All documentation shall appropriately structure the financing according to Federal and State statutes, subject to acceptable review by Lender and its counsel. The note will not be presented for payment unless required by documentation.
Covenants:	<p>Usual and customary covenants, reporting requirements, representations and warranties and events of default, for transactions of this type, including, without limitation, the following financial covenants and reporting requirements:</p> <ul style="list-style-type: none"> <li>• Borrower shall submit to the Lender annual audited financial statements within 270 days of fiscal year end and an annual budget within 30 days of adoption, together with any other information the Lender may reasonably request</li> <li>• Closing is subject to all necessary approvals by the Board of Peace River Manasota Water Supply Authority .</li> </ul>
Negative Covenants	Usual and customary of Lender in transactions of this type.
Rate Covenant	The provisions of Article V, Section 5.04 of Peace River Manasota Regional Water Supply Authority, Florida Composite Utility Revenue Bonds Resolution No. 2005-10 (as amended thru September 30, 2020. ("Authorizing Resolution") are acceptable to Lender and the Borrower shall promptly notify the Lender in writing if the provisions are amended.

Events of Default	<p>The provisions of Article VII, Section 7.01 of Peace River Manasota Regional Water Supply Authority, Florida Composite Utility Revenue Bonds Resolution No. 2005-10 (as amended thru September 30, 2020) (“Authorizing Resolution”) are acceptable to Lender and the Borrower shall promptly notify the Lender in writing if the provisions are amended.</p> <p>The default rate shall be equal to the lesser of Prime plus 5% or the maximum allowed rate by law and the documents shall contain a covenant assuring Lender that if other bondholders secured by the Tax-Exempt Fixed Rate Water Utility System Revenue bond resolution have acceleration rights, Lender will have the same acceleration rights.</p>
Parity Debt	<p>The provisions of Article VI, Section 6.02 of Peace River Manasota Regional Water Supply Authority, Florida Composite Utility Revenue Bonds Resolution No. 2005-10 (as amended thru September 30, 2020) (“Authorizing Resolution”) are acceptable to Lender and the Borrower shall promptly notify the Lender in writing if the provisions are amended.</p>
Taxable Event	<p>Upon the occurrence of a Taxable Event the Interest Rate on the Loan shall be adjusted to assure maintenance of the yield. “Taxable Event” means the occurrence after the date hereof of a final decree or judgment of any Federal court or a final action of the Internal Revenue Service determining that interest paid or payable on all or a portion of the Series 2022 Bond is or was includable in the gross income of a Lender for Federal income tax purposes; provided, that no such decree, judgment, or action will be considered final for this purpose, however, unless the Borrower has been given written notice and, if it is so desired and is legally allowed, has been afforded the opportunity to contest the same, either directly or in the name of any Lender , and until the conclusion of any appellate review, if sought. A Taxable Event does not include and is not triggered by a change in law by Congress that causes the interest to be includable under Lender’s gross income provided, however, from and after the effective date of such change law all future advances will be made on a taxable basis.</p>
Conditions Precedent and Other Terms	<ol style="list-style-type: none"> <li>1. <u>Borrower’s Counsel Opinion</u>: An opinion of Borrower’s counsel covering matters customary to transactions such as this and in all respects acceptable to the Bank, the Lender and its counsel.</li> <li>2. <u>Bond Counsel Opinion</u>: An approving opinion of bond counsel related to the Loan in form and substance satisfactory to the Lender, which shall include, without limitation, an opinion that the interest on the Loan is excludable from gross income for Federal income tax purposes.</li> <li>3. <u>Other Items</u>: The Bank and the Lender shall have received such other documents, instruments, approvals or opinions as may be reasonably requested.</li> </ol>
Lender’s Legal Counsel	<p>Our proposed Lender’s counsel is Michael Wiener of Holland &amp; Knight. Fees for Lender’s counsel will be: estimated \$20,000 for the initial issuance of the Note (not to exceed \$25,000); additional counsel fees may be incurred if the loan is modified to convert to a fixed rate loan issued pursuant to a separate loan agreement with the Lender.</p> <p>Estimated fees for the closing of the Note are to be determined and shall be paid by the Borrower, whether or not the Note described herein is closed.</p>

Governing Law & Jurisdiction:	State of Florida
Municipal Advisor Disclosure:	<p>The Bank is a regulated bank and makes direct purchase loans to Municipal Entities and Obligated Persons as defined under the Municipal Advisor Rule, and in this term sheet is solely providing information regarding the terms under which it would make such a purchase for its own account. The Bank is not recommending an action or providing any advice to the Borrower and is not acting as a municipal advisor or financial advisor. The Bank is not serving in a fiduciary capacity pursuant to Section 15B of the Securities Exchange Act of 1934 with respect to the information and material contained in this communication. The Bank is acting in its own interest. Before acting on the information or material contained herein, the Borrower should seek the advice of an IRMA and any other professional advisors which it deems appropriate for the Loan described herein, especially with respect to any legal, regulatory, tax or accounting treatment.</p>
Patriot Act:	<p>Pursuant to the requirements of the Patriot Act, the Bank and its affiliates are required to obtain, verify and record information that identifies loan obligors, which information includes the name, address, tax identification number and other information regarding obligors that will allow Lender to identify obligors in accordance with the Patriot Act, and Lender is hereby so authorized. This notice is given in accordance with the requirements of the Patriot Act and is effective for the Bank and its affiliates.</p>
Expiration Date:	<p>This Term Sheet shall expire on July 14, 2022 unless Borrower has provided Lender notice of intent to recommend this proposal for award by such date.</p>



## Appendix C

### 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 Adam L. Horn, Senior Vice President  
(Print individual's name and title)  
for Truist Bank  
(Print name of entity submitting sworn statement)  
whose business address is 401 E. Jackson St, 20th Floor; Tampa, Florida 33602  
and (if applicable) its Federal Employer Identification Number (FEIN) is 56-1074313  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_).
- 2) I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, statement of qualifications, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3) I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 4) I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
  - a) A predecessor or successor of a person convicted of a public entity crime; OR
  - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 5) I understand that a "person" as defined in Section 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.
- 6) Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

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

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

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

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

[Signature] 7/10/22  
(Signature) (Date)

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 10th day of July, 2022 by Adam Horn as SVP of Twist Bank, a \_\_\_\_\_ company organized under the laws of the State of North Carolina on behalf of the company, who is personally known to me or has produced FL DL as identification.



Vimala Philip  
Notary Public  
Vimala Philip  
Name typed, printed or stamped  
My Commission Expires: 3/30/24



Appendix D

Contract Holder E-Verify Registration and Affidavit

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

Affidavit

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

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

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

[Signature] 7/10/22  
Signature Date

Adam L. Horn  
Print Name

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 10th day of July, 2022 by Adam Horn (name of officer or agent, title of officer or agent) of Truist Bank (name of Consultant company acknowledging), a North Carolina (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced FL DL (Type of identification) as identification.

Vimala Philip  
Notary Public

Vimala Philip  
Name typed, printed or stamped

My Commission Expires: 3/30/24



Truist Bank's E-Verify number is 53929.

**News Flash:**  
SSA Reissues E-Verify Operations

An official website of the United States government [Here's how you know](#) Enroll - Login | Español

**E-Verify** Home Employers Employees About E-Verify myE-Verify Search

Home / About E-Verify / E-Verify Data / How To Find Participating Employers Show This Page

### HOW TO FIND PARTICIPATING EMPLOYERS

Use the E-Verify search tool to find employers who are currently enrolled in E-Verify. Your search will display the following information:

- **Employer name** – The name the employer used when they enrolled in E-Verify. This can be the business' legal name, a trade name, or an abbreviation.
- **Doing Business As (DBA) name** – The name an employer uses publicly. The public may see the DBA, but the employer may have used another name when they enrolled in E-Verify.
- **Account Status** – Indicates whether the account is currently enrolled or terminated.
- **Enrollment date** – The date the E-Verify Memorandum of Understanding is signed.
- **Termination Date** – The E-Verify Memorandum of Understanding termination date.
- **Workforce size** – Appears as long as the employer reported they have at least five employees.
- **Number of hiring sites** – The locations where employers hire employees and where they complete Form I-9.
- **Hiring site locations (by state)** – The geographic location(s) of hiring sites, by state, reported by the employer.

**Parameters:**

- USCIS updates the search tool data every quarter. However, employer status may be updated as needed.
- Employers report their own data at the time they enroll in E-Verify. The accuracy and completeness of the data depend on what was submitted by employers at the time of enrollment and as reported throughout the employer's relationship with E-Verify.
- [Review Employer Data Parameters](#)

### Search

Business Name

Primary Industry Type

Hiring Site Locations (by state)

Account Status

Items per page

**SEARCH**

Employer	Doing Business As	Account Status	Date Enrolled	Date Terminated	Workforce Size	Number of Hiring Sites	Hiring Site Locations (by state)
Truist Bank		Open	03/10/2020		10,000 and over	1	NC
Truist Bank		Open	12/01/2020		1,000 to 2,499	1	FL

Showing 1 to 2 of 2 entries. [View All](#)

## Summary of Preliminary Terms and Conditions (“Term Sheet”) Revolving Credit Agreement

### Peace River Manasota Regional Water Supply Authority

Date: July 11, 2022

#### TRANSACTION SUMMARY:

**Obligor:** Peace River Manasota Regional Water Supply Authority (the “Obligor”).

**Facility Amount:** In the maximum principal amount of up to \$100,000,000 (the “Maximum Facility Amount”).

**Facility Type:** A Tax-Exempt Revolving Credit Facility (the “Facility”).

**Use of Proceeds:** To fund short-term capital projects of the Obligor.

The obligation of the Obligor to repay amounts advanced under the Facility will be evidenced by a Promissory Note payable to the Bank.

**Purchaser/Bank:** Wells Fargo Bank, N.A.; Wells Fargo Municipal Capital Strategies, LLC, a wholly owned subsidiary of Wells Fargo Bank, N.A.; or any other wholly owned subsidiary of Wells Fargo Bank, N.A. (“Wells Fargo” or the “Bank”).

**Maturity Date:** Three years from the effective date of the Facility (the “Maturity Date”).

**Financing Documents:** The Financing Documents will consist of 1) the Credit Agreement (the “Agreement”), which will obligate the Bank to make advances (“Advances”) up to the Facility Amount and 2) a Promissory Note issued by the Obligor to the Bank in an amount equal to the outstanding amount of Advances under the Agreement plus interest thereon (the “Note”).

**Tax Treatment:** Interest on each Advance under the Facility shall be excludable from gross income for federal income tax purposes. The Obligor shall take all steps necessary to maintain such tax-exempt status. The Bank shall be provided an opinion of tax counsel satisfactory to the Bank and its counsel which concludes that interest on each





Advance is excludable from gross income for federal income tax purposes.

**Security:** Senior lien on the Net Revenues of the System on parity with outstanding obligations.

**Advance Mechanics:** The Obligor may request Advances under the Facility by providing written notice to the Bank and upon satisfaction of the conditions precedent to each advance as described below.

- Advances: Minimum amount of \$1,000,000
- Frequency: Not more than one Advance per day
- Notice: 3 Business Days
- Once advanced and repaid, amounts may be re-borrowed under the Facility.

**Conditions to Each Advance:** Usual and customary for transactions of this type including, but not limited to: (i) timely delivery of an executed Request for Advance; (ii) all representations and warranties are true and correct as of the date of each Advance, and (iii) no potential default or Event of Default shall exist at the time of, or after giving effect to the making of, such Advance.

**INTEREST RATES AND OTHER KEY PROVISIONS:**

**Drawn Rate:** The Advances shall initially bear interest at a per annum rate of interest equal to the sum of (i) the product of the Index and the Applicable Factor and (ii) the Applicable Spread (the “Drawn Rate”), subject to adjustment as provided below. The Applicable Factor shall be 80%. The Index shall be Daily Simple SOFR.

Term (years)	Applicable Spread
3	45 bps

All index rates shall be defined by Wells Fargo and determined as set forth in the Financing Documents.

\*At any time when the Index is less than 0.00% the Index shall be deemed to be 0.00% for purposes of calculating the Index Rate (with such floor applied on a daily basis). The Financing Documents will contain benchmark-replacement provisions to address what will happen should the benchmark be discontinued or become unrepresentative of underlying markets.

**Undrawn Fee:**

The Obligor shall pay to the Bank an Undrawn Fee based upon the Bank’s undrawn portion of the Maximum Facility Amount (i.e., the difference between the Maximum Facility Amount and the outstanding principal amount of Advances made by the Bank) and the Undrawn Fee Rate set forth in the table below, calculated on the basis of a 360 day year and the actual days elapsed, which Undrawn Fee shall be paid quarterly in arrears.

<b>Term</b>	<b>Undrawn Fee Rate</b>
3	25 bps

**Downgrade Pricing:**

The Applicable Spread and Undrawn Fee Rate are subject to the maintenance of the current ratings assigned to the long-term, unenhanced debt of the Obligor that is secured on parity with the Note (“Parity Debt”). The Applicable Spread and Undrawn Fee Rate will be increased upon each downgrade of any Parity Debt below its current ratings of Aa3/AA/AA by the corresponding additional basis points reflected below:

Parity Debt Rating (Moody’s/S&P/Fitch)	Increase to Undrawn Fee Rate	Increase to Applicable Spread
Aa3/AA/AA to A1/AA-/AA-	+5 bps	+15 bps
A1/AA-/AA- to A2/A+/A+	+5 bps	+15 bps
A2/A+/A+ to A3/A/A	+5 bps	+15 bps
A3/A/A to Baa1/A-/A-	+15 bps	+25 bps
Baa1/A-/A- to Baa2/BBB+/BBB+	+25 bps	+35 bps
Baa2/BBB+/BBB+ to Baa3/BBB/BBB	+35 bps	+50 bps

In the event of split ratings (i.e., the rating of one Rating Agency is not equivalent to the rating of any other Rating Agency), the lowest rating shall be used for the purpose of determining the applicable level from the above grid.

Upon the occurrence and during the continuance of an Event of Default or if one or more of the underlying ratings are withdrawn or suspended or falls below investment grade/some higher threshold, then the Undrawn Fee Rate shall automatically increase to the Undrawn Fee Rate which would apply if any rating

assigned to Parity Debt is Baa3/BBB/BBB plus one hundred basis points (1.00%) per annum and the Note shall bear interest at the Default Rate.

All of the foregoing pricing increases shall be cumulative.

References above are to rating categories as presently determined by the rating agencies, and in the event of the adoption of any new or changed rating systems or a “global” rating scale by any such rating agency, the ratings categories shall be adjusted accordingly to a new rating which most closely approximates the ratings currently in effect.

**Taxable Rate:**

In the event a determination of taxability shall occur, the Drawn Rate shall increase to the Taxable Rate. The Taxable Rate shall be the product of (i) the Drawn Rate and (ii) one divided by one minus the prevailing Maximum Federal Corporate Tax Rate in effect on the date of calculation. Additionally, the Obligor shall pay to the Bank any payments, including any taxes, interest, penalties or other charges, the Bank shall be obligated to make as a result of the determination of taxability.

**Repayment and  
Computation Basis:**

Interest on Advances shall be paid semi-annually in arrears on April 1 and October 1. Interest between the date of closing and 9/30/2023 will be deferred and capitalized. The first interest payment will be due on 10/1/2023. The principal amount of Advances and any other amounts due under the Agreement shall be paid in full on the Maturity Date. Computations of interest shall be calculated on the basis of a 360-day year and actual days elapsed.

**Repayment after  
Maturity Date:**

All principal amounts are due in full on the Maturity Date. Assuming no potential default or event of default is then continuing and the Obligor’s representations and warranties remain true and correct as of the Maturity Date, all principal amounts are due in full on the date that is 30 days after the Maturity Date. During such 30 day period, the Obligor may request an extended period for the repayment of all such principal amounts by delivering a written request to the Bank no later than 30 days after the Maturity Date. So long as no potential default or event of default is continuing and the Obligor’s representations and warranties remain true and correct on the date that is 30 days after the Maturity Date and the Obligor requests such extended

repayment period, such principal amounts shall be repaid in substantially equal principal installments quarterly so that such outstanding principal amount is repaid in full by the second anniversary of the Maturity Date; provided, however that such amounts shall be due and payable in full earlier if such amounts are otherwise declared due and payable under the Financing Documents.

Any amount of principal of the Note may be prepaid during the extended repayment period at any time without penalty.

Interest on the Notes from the Maturity Date shall accrue at the Bank Rate and is payable monthly in arrears on the first business day of each month.

**Prepayment:** Permitted in whole or in part, with prior notice but without premium or penalty and including accrued and unpaid interest, subject to limitations as to minimum amounts of prepayments.

**Base Rate:** The greatest of:  
(i) The Bank's Prime Rate plus 1.00%;  
(ii) The Federal Funds Rate plus 2.00%; or  
(ii) 7.00%.

**Bank Rate:** Days 1 – 180: Base Rate.  
Thereafter: Base Rate plus 1.00%.

**Default Rate:** Base Rate plus 3.00%.

**Clawback Amounts:** The Agreement will include customary interest recapture ("clawback") language allowing Bank to recover interest in excess of any maximum interest rate.

#### **DOCUMENTATION AND COVENANTS:**

**General:** The Credit Agreement and Note will be prepared by Bank Counsel.

**Disclosure Documents:** The Obligor will not be required to prepare or deliver an official statement or offering document.

#### **Conditions Precedent**

**to Closing:**

The Credit Agreement will contain conditions to closing that would be usual and customary for this type of financing.

**Loan Treatment:**

Wells Fargo's purchase is conditioned on its ability to treat the Note as a loan for accounting purposes. To achieve this treatment, the following conditions must be met:

1. No rating can be assigned to the Note;
2. The Note must be delivered in physical form;
3. The physical Note must carry a legend referencing the transfer restrictions;
4. The Bank's ability to transfer is limited to affiliates, certain custodial arrangements and certain commercial bank Qualified Institutional Buyers;
5. The Note must have minimum denominations of not less than \$250,000;
6. If the Obligor requires the involvement of a placement agent, any placement agreement shall be in form and substance satisfactory to the Bank; and
7. No prospectus, official statement, offering memorandum or other disclosure document will be prepared.

**Representations  
and Warranties:**

Usual and customary, including, but not limited to, the following: proper corporate status and authority; Financing Documents valid, binding and enforceable against Obligor; Financing Documents not violating laws or existing agreements or requiring governmental, regulatory or other approvals; payment of taxes; no litigation that may have a material adverse effect; environmental, and anti-corruption, anti-money laundering (including PATRIOT Act) and sanctions laws and regulations; no adverse agreements, existing defaults or non-permitted liens; financial statements true and correct; incorporation of representations and warranties from related transaction documents; insurance; pending legislation and decisions; compliance with federal reserve regulations; representation as to security; no violation of usury limitations; and no sovereign immunity with respect to contracts.

**Covenants:**

In addition to the financial covenants contained in the Obligor's other debt instruments, the Financing Documents will include customary covenants including, without limitation: reporting requirements and other information requested by the Bank; payment of other obligations; continuation of business and



maintenance of existence and material rights and privileges; compliance with laws, including environmental, anti-corruption, anti-money laundering (including the Patriot Act), sanctions laws and regulations, and material contractual obligations; maintenance of property and insurance (including, but not limited to, flood insurance, if applicable); maintenance of books and records; right of the Bank to inspect property and books and records; notices of defaults, litigation and other material events; incorporation of covenants in related transaction documents by reference; maintenance of at least two long-term debt ratings; compliance with rate covenant; waiver of sovereign immunity; no amendments to related transaction documents; limitations on liens and encumbrances; limitation on additional indebtedness; and limitations on sale, lease and transfer of assets.

**Reporting  
Requirements:**

Usual and customary for a transaction of this nature, including but not limited to; delivery of audited annual financial statements within 180 days of fiscal year end, delivery of annual budget, and material litigation proceedings.

**EVENTS OF DEFAULT AND REMEDIES:**

**Events of Default:**

Usual and customary events of default including, without limitation: nonpayment; inaccuracy of representations; breach of covenants; cross-default (including, without limitation, to parity and senior debt); bankruptcy and insolvency; judgment defaults; ratings downgrade to Baa3/BBB/BBB; or invalidity or contest of Obligor's obligations.

**Remedies Upon  
Event of Default:**

Upon the occurrence and during the continuance of an Event of Default, the interest rate on the Note and all other amounts outstanding shall increase to the Default Rate, the Bank's obligation to make Advances shall terminate, or any other rights or remedies available by law or under contract.

If the Obligor enters into any credit agreement, bond purchase agreement, liquidity agreement or other agreement ("Credit Agreement") secured by or payable from the Net Revenues which includes the right to accelerate or demand such debt due and payable prior to maturity or provides benefit of a shorter term-out upon an Event of Default, then the Bank shall have that same right, to accelerate or demand such debt due and payable prior to

maturity or on such shorter term-out schedule upon an Event of Default.

**OTHER FEES AND EXPENSES:**

**Bank Counsel:** Estimated at \$35,000, plus fees and expenses, subject to increase if the transaction is not closed within 60 days, if the security or structure of the transaction changes materially, or if other complexities develop.

**Termination / Reduction Fee:** If the Facility is terminated or permanently reduced for any reason within the first year following its delivery, on the date of such termination/reduction the Obligor will be required to pay (i) all amounts then due and owing to the Bank and (ii) a termination/reduction fee equal to the product of the Undrawn Fee Rate and amount by which the Facility Amount is reduced (the entire Facility Amount in the case of a termination) for the period from the date of such termination/reduction through the first anniversary of the effective date.

**Other Fees and Expenses:** Obligor shall be responsible for all out of pocket costs and expenses of the Bank (including, without limitation, counsel fees) incurred in connection with the negotiation, execution, delivery, administration and enforcement of the Financing Documents, whether or not the financing closes.

**Increased Costs And Capital Adequacy; Taxes:** Customary for facilities of this type, including, without limitation, provisions concerning increased costs, taxes, changes in capital adequacy, capital requirements and other requirements of law (provided that (a) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements and directives thereunder, issued in connection therewith or in implementation thereof, and (b) all requests, rules, guidelines, requirements and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities shall in each case be deemed to be a change in requirement of law, regardless of the date enacted, adopted, issued or implemented) or their interpretation, illegality, unavailability, and reserves without proration or offset and payments free and clear of withholding or other taxes.



**GOVERNING LAW/JURY TRIAL:**

To the extent permitted by law, the Obligor agrees to binding arbitration and to waive a jury trial in any proceeding involving the Bank. The Credit Agreement and the Note shall be governed by Florida law.

**MISCELLANEOUS:**

**Bank Contacts:**

Name: Vincent Mattio  
Title: Relationship Manager, Senior Vice President  
Address: 100 South Ashley Dr., 10<sup>th</sup> Floor  
Tampa, FL 33602  
Telephone: 813-225-6539  
Email: Vincent.Mattio@wellsfargo.com

**Bank Counsel  
Contacts:**

Name: Andrew Borders  
Firm: Kutak Rock LLP  
Address: One South Wacker Dr., Ste. 3910  
Chicago, IL 60606  
Telephone: 312-602-4100  
Email: Andrew.Borders@kutakrock.com

**Transfers:**

The Bank reserves the right, in its sole discretion, to assign, pledge or participate interests in the Advances in the Facility without the consent or notice to the Obligor, and such assignees and/or participants shall have the benefit of the agreements and covenants of the Obligor under the Financing Documents.

**Indemnification:**

Whether or not the financing is closed, the Obligor will indemnify the Bank and its respective directors, officers, employees, agents and affiliates against all claims asserted and losses, liabilities and expenses incurred in connection with the Financing Documents (excluding acts of gross negligence or willful misconduct of an indemnified party as determined by a court of competent jurisdiction).

**EMMA Filing:**

Any filings of Financing Documents with the MSRB's EMMA site following the closing of the transaction shall not include sensitive or confidential information regarding the Bank.

**Confidentiality:**

This Term Sheet is confidential and proprietary, and terms herein may not be disclosed without our prior written consent, except to your professional advisors in connection with this Financing who agree to be bound by such confidentiality requirements, or as may be required by law.

**Closing:**

This expression of interest is not intended to be, and should not be construed as, a commitment to enter into a transaction, nor should it be construed as an attempt to establish all of the terms and conditions relating to such proposed transaction. It is intended only to be indicative of how the operative documents might be structured, and not to preclude negotiations over these or any other terms and conditions. The availability of the proposed transaction and the related indicative pricing and terms may be impacted due to changes or disruptions in the markets and /or governmental, regulatory or supervisory events or conditions. The execution versions of agreements containing final terms and conditions, if any, would be subject to approval by Obligor and Bank.

We anticipate the credit process will take approximately 15 business days from receipt of this document and possession of all materials necessary to undertake a full credit analysis.

Unless this term sheet is earlier rescinded, it shall expire automatically without further action or notice by the Bank on 30 days from the date hereof.

**Disclaimer:**

Please be advised that the transaction described herein between Wells Fargo and you is a bank-purchased bond transaction (the "Direct Purchase") and a product offering of the Bank, as purchaser/investor. Wells Fargo Securities will not participate in any manner in the Direct Purchase between you and the Bank, and Wells Fargo employees involved with the Direct Purchase are not acting on behalf of or as representatives of Wells Fargo Securities. The Bank would be acting solely as a principal to purchase securities from you or a conduit issuer (in the case of a conduit transaction), and not as a municipal advisor, financial advisor or fiduciary to you or any other person or entity regardless of whether the Bank, or an affiliate has or is currently acting as such in a separate transaction. Any information relating to the Direct Purchase is being provided to you pursuant to and in reliance on the bank exemption and RFP exemption under the municipal advisor rules ("Muni Advisor Rules") of the Securities

and Exchange Commission (“SEC”) or the SEC’s guidance in its Registration of Municipal Advisors Frequently Asked Questions dated May 19, 2014 and the general information exclusion to advice under the Muni Advisor Rules. The Bank will not have any duty or liability to any person or entity in connection with the information provided herein.



## Appendix A

### Submittal Requirements

Please provide a proposal which includes the terms and conditions of the proposed Line. All proposals must include, but are not limited to, the information listed below:

Name of Institution:	Wells Fargo Bank, N.A.
Contact Person:	Vincent Mattio
E-Mail Address:	vincent.mattio@wellsfargo.com
Telephone/Facsimile Numbers:	813-285-0745
Short-Term Ratings (Moody's/S&P/Fitch):	Aa2; A+; AA-
Long-Term Ratings (Moody's/S&P/Fitch):	P-1; A-1; F1+

- 1) Not to exceed amount
- 2) Term/ final maturity
- 3) Interest rate formula for tax-exempt draws
- 4) Interest calculations (i.e., frequency, payment dates, day count method, computation basis)
- 5) Origination fee (if any)
- 6) Unused fees (if any), including any grid-based fee schedules based on usage thresholds
- 7) Minimum draw size and draw frequency
- 8) Draw fees (and cap) (if any)
- 9) Amendment, extension and transfer fees (if any)
- 10) Prepayment/redemption features
- 11) Term-out period and rate
- 12) Pricing adjustments or other relevant pricing information
- 13) Conditions precedent
- 14) Any information you would want the Authority to redact in its EMMA posting
- 15) Proposed Bank Counsel firm and individual and not-to-exceed Bank Counsel fees and expenses. *It is expected that Note Counsel will prepare the necessary financing documents with Bank Counsel providing review and comment on behalf of the Lender.*
- 16) Summary of specific provisions to be included in the governing documents, if any.
- 17) Any additional requirements or relevant pricing information
- 18) Provide an affirmative statement that, if selected, your institution will be able to comply with the expected timing requirements detailed herein and confirm your ability to hold the pricing formula and pricing spread through the expected closing date.

## Appendix C

### 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 Vincent Mathio, Senior Vice President  
(Print individual's name and title)

for Wells Fargo Bank, N.A.  
(Print name of entity submitting sworn statement)

whose business address is 100 South Ashley Drive, 10<sup>th</sup> floor, Tampa, FL 33602

and (if applicable) its Federal Employer Identification Number (FEIN) is 94-1347393  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_).

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



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

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

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

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

[Signature] 7/8/2022  
(Signature) (Date)

STATE OF Florida  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 8<sup>th</sup> day of July, 2022 by Vincent Matteo as Officer of Wells Fargo Bank, N.A., a Corporation company organized under the laws of the State of Florida, on behalf of the company, who is personally known to me or has produced FL Driver License as identification.



[Signature]  
Notary Public  
Jose Muniz  
Name typed, printed or stamped  
My Commission Expires: 8/29/22

**Appendix D**

**Contract Holder E-Verify Registration and Affidavit**

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

**Affidavit**

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

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

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

[Signature] 7/8/2022  
Signature Date

Vincent Mattio  
Print Name

STATE OF Florida  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 8<sup>th</sup> day of July, 2022 by Vincent Mattio (name of officer or agent, title of officer or agent) of Wells Fargo Bank, N.A. (name of Consultant company acknowledging), a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced FL Driver License (Type of identification) as identification.



[Signature]  
Notary Public

Jose Muniz  
Name typed, printed or stamped

My Commission Expires: 8/29/22



Company ID Number: 41837  
Client Company ID Number: 472498

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

**Approved by:**

**Employer Wells Fargo & Company (Pilot)**

MARY MORROW  
Name (Please Type or Print)

VP + HR Service Delivery Mgr.  
Title

[Handwritten Signature]  
Signature

12-21-11  
Date

**E-Verify Employer Agent CARCO Group Inc.**

John Davidson  
Name (Please Type or Print)

\_\_\_\_\_  
Title

Electronically Signed  
Signature

12/09/2011  
Date

**Department of Homeland Security – Verification Division**

\_\_\_\_\_  
Name (Please Type or Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Information Required  
For the E-Verify E-Verify Employer Agent Program**

**Information relating to your Company:**



**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*August 3, 2022*

**REGULAR AGENDA**  
**ITEM 8**

**Master Water Supply Contract Revisions (Clean-Up)**

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**Presenter -**

Douglas Manson, General Counsel

**Recommended Action -**

**Motion** To approve the revised Master Water Supply Contract language and authorize release of the revised contract to Authority Customers for consideration and approval.

The Authority and Customer staff have been working for the past year on revisions to the 2005 Master Water Supply Contract intended to remove outdated references to completed projects, agreements and financial obligations that have been satisfied, providing a “cleaned-up” Contract that will better support the financing efforts needed for the new supply and transmission system projects in the Authority’s 5-year CIP. General Counsel will review the proposed Contract changes and request Board authorization to provide the revised Contract to Customers for approval by their respective BOCC’s.

**Budget Action** – No action is needed

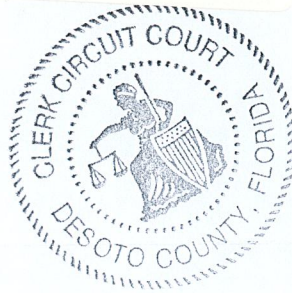
**Attachments:**

- Tab A Current Master Water Supply Contract including all amendments to date
- Tab B Red-line version of 2005 Contract showing proposed changes
- Tab C Revised (draft) Master Water Supply Contract (clean version)

**TAB A**  
**Current Master Water Supply Contract including all amendments to date**

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CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
HJAMES Receipt#701662

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 5<sup>th</sup> 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").

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**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 21<sup>st</sup>, 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 21<sup>st</sup>, 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 8<sup>th</sup>, 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 (35<sup>th</sup>) 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 (70<sup>th</sup>) 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 permissible 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 15<sup>th</sup> 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 of 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:  
[Signature]  
Attorney for Peace River/Manasota  
Regional Water Supply Authority

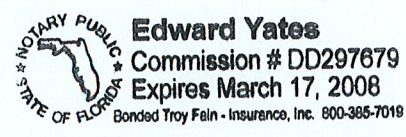


STATE OF FLORIDA  
COUNTY OF SARASOTA

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 29<sup>th</sup> 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. Cotter  
Anna Holt

By: Ronald P Neads

Date: September 13, 2005

Approved as to form:

Basile B. Broussard

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, RONALD P. NEADS, to me known to be the person described in and who executed the foregoing instrument on behalf of the DeSoto County, and RONALD P. NEADS, acknowledged before me that RONALD 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 14<sup>th</sup> day of September, 2005.

Carol Treadwell

Notary Public, My  
Commission  
Expires:





Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract

MANATEE COUNTY

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

By: *[Signature]*  
Date: 9/20/05



Approved as to form:  
Not applicable  
Attorney for Manatee County

ATTEST: R. B. SHORE  
Clerk of the Circuit Court  
By: *[Signature]*

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:



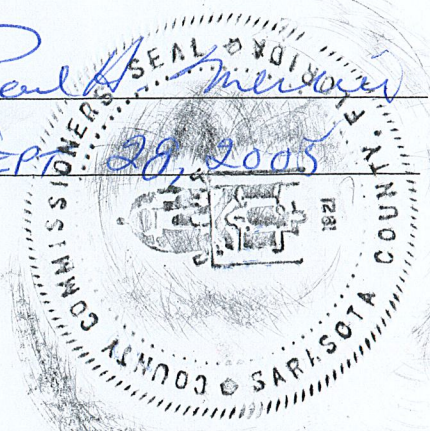
SARASOTA COUNTY

WITNESS:

Kathleen Schneider  
Shirley Gray

By: Paul H. Mercier

Date: SEPTEMBER 29, 2005



Approved as to form:

[Signature]  
Attorney for Sarasota County [Signature]

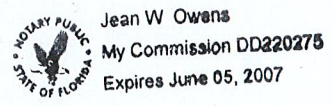
STATE OF FLORIDA  
COUNTY OF SARASOTA

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 HE, executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of SEPTEMBER, 2005.

Jean W Owens

Notary Public, My  
Commission  
Expires:



Jean W Owens  
My Commission DD220275  
Expires June 05, 2007



CITY OF NORTH PORT

Richard A. Lockhart, Commission Chair

WITNESS:

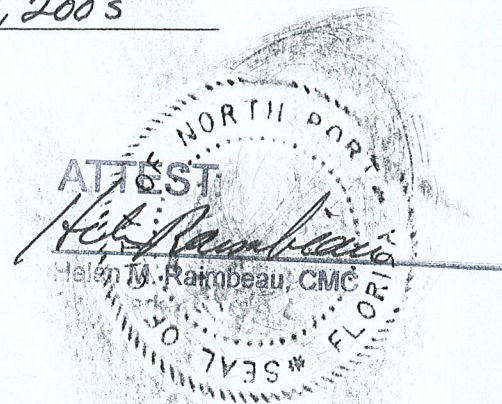
[Signature]  
Cynthia Mick

By: [Signature]

Date: October 4, 2005

Approved as to form:

[Signature]  
Attorney for City of North Port

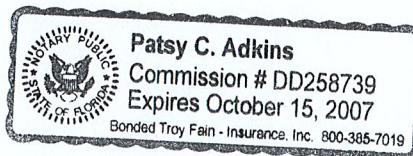


STATE OF FLORIDA  
COUNTY OF SARASOTA

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

FL#2005012976 B 570 P1054  
REC NO. 07528506341

- 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"**

FL#2005012976 B 570 P1055  
REC NO. 07528506341

**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"**

FL#2005012976 B 570 P1056  
REC NO. 07528506341

**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"**

FL#2005012976 B 570 P1059  
REC NO. 07528506341

**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"> <li>• Harbor Boulevard @ Bachman</li> <li>• Kings Highway @ DeSoto/Charlotte County Line</li> </ul> <u>DeSoto County:</u> <ul style="list-style-type: none"> <li>• Pem Brook Pines</li> <li>• Kings Highway @ Lake Suzy Utilities</li> </ul> City of North Port: <ul style="list-style-type: none"> <li>• Raintree @ Serris Drive</li> </ul>	65 psi
42-Inch RTS (2)	<u>Sarasota County:</u> <ul style="list-style-type: none"> <li>• T. Mabry Carlton: Jr. WTP</li> </ul>	20 psi
24-Inch Kings Highway RTS (3)	<u>Charlotte County:</u> <ul style="list-style-type: none"> <li>• Kings Highway @ Kingsway Circle</li> </ul> <u>DeSoto County:</u> <ul style="list-style-type: none"> <li>• Kings Highway @ Riverside RV Park</li> <li>• Kings Highway @ Peace River Street*</li> <li>• Kings Highway @ adjacent to Lake Suzy*</li> </ul>	65 psi
20-Inch DeSoto Regional Pipeline (4)	<u>DeSoto County:</u> <ul style="list-style-type: none"> <li>• 8 delivery points along the transmission line as identified in the contract*</li> </ul>	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

FL#2005012976 B 570 P1063  
REC NO. 07528506341

#### 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"**

FL#2005012976 B 570 P1069  
REC NO. 07528506341

**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"

FL#2005012976 B 570 P1070  
REC NO. 07528506341

**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%.





2008079467

FIRST AMENDMENT TO PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY MASTER WATER SUPPLY CONTRACT

THIS FIRST AMENDMENT TO PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY MASTER WATER SUPPLY CONTRACT (this "Amendment") is made and entered into as of the 4th day of JUNE, 2008, 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").

BARBARA T. SCOTT, CLERK, CHARLOTTE COUNTY OR BOOK 3297, PGS 2011-2019 9 pg(s) INSTR # 1770282 Doc Type AGR, Recorded 06/09/2008 at 09:51 AM Rec. Fee: \$78.00 Cashiered By: TRICIAHJ Doc. #:1

WITNESSETH:

RECORDED IN OFFICIAL RECORDS INSTRUMENT # 2008079467 9 PGS 2008 JUN 10 09:29 AM KAREN E. RUSHING CLERK OF THE CIRCUIT COURT SARASOTA COUNTY, FLORIDA DCOURSEY Receipt#1056553

WHEREAS, the Authority and Customers entered into the Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract effective October 5, 2005 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, each Customer submitted to the Authority a report which identified its projections for Authority Supplied Water, each Customer identified 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 in Exhibit "C" was the water each Customer irrevocably committed to purchase from the Authority, and the Authority agreed to supply such water; and

OR BOOK 02264 PAGES 3341 - 3349 MANATEE COUNTY CLERK COURT 9 PAGES(S) RECORDED; 6/24/2008 8:34:40 AM

Inst: 200814005913 Date: 6/18/2008 Time: 2:50 PM Doc Stamp-Deed 0 00 DC, Mitzie McGavie, Desoto County Page 1 of 9



Peace River Manasota 2 Indices 0311 Autumn Dr. Suite 100 Bradenton, FL 34202





**WHEREAS**, at the time Customers submitted their New Water Supply Demands to the Authority in 2005, Customers were experiencing rapid population growth and intense development; and

**WHEREAS**, the Customers have since submitted their New Water Supply Demands to the Authority in 2008, the rapid population growth and intense development previously experienced by the Customers has declined; and

**WHEREAS**, the Agreement may only be amended by a writing duly executed by the Authority, Manatee, Charlotte, DeSoto, Sarasota and North Port and pursuant to the terms and conditions of the Agreement.

**NOW, THEREFORE**, in consideration of the foregoing recitals, Authority and the Customers hereby agree as follows:

1. **Incorporation of Recitals**. The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Amendments**.

2.1 Exhibit "C" of the Agreement, entitled "New Water Supply Demands" is hereby deleted in its entirety and replaced with the amended Exhibit "C" attached to this amendment.

3. **Ratification**. The terms and conditions of the Agreement, as amended by this Amendment, are hereby ratified and confirmed by the parties.

**IN WITNESS WHEREOF**, the Authority, Manatee, Charlotte, DeSoto, Sarasota, and North Port have caused this Amendment to be executed effective as of the date first above written.

**IN WITNESS WHEREOF**, have executed this Contract on the day, month and year first above written.

PEACE RIVER MANASOTA REGIONAL  
WATER SUPPLY AUTHORITY

WITNESS:

Linda Stewart

Edward Yates

Approved as to form:

Edward Yates

Attorney for Peace River Manasota Regional  
Water Supply Authority

By: Shannon Staub  
Shannon Staub, Chairman

Date: 6-4-08




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, Shannon Staub, 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 Shannon Staub, acknowledged before me that Shannon Staub, 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 4<sup>th</sup>  
day of June, 2008

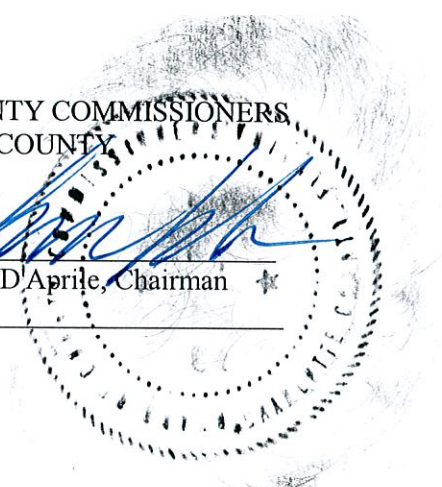
Edward Yates  
Notary Public, My  
Commission

Expires:  EDWARD YATES  
Commission DD 760115  
Expires March 17, 2012  
Bonded Thru Troy Fain Insurance 800-385-7019

BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY

By [Signature]  
Thomas C. D'Aprile, Chairman

Date: \_\_\_\_\_



ATTEST:  
Barbara T. Scott, Clerk of Circuit  
Court and Ex-Officio Clerk to the  
Board of County Commissioners

By: Anne L. Bahler  
5-13-08 Deputy Clerk AGR 2005-048

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

[Signature]  
Janette S. Knowlton, County Attorney MB  
LR #08-43

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, Tom D'Aprile, to me known to be the person described in and who executed the foregoing instrument on behalf of Charlotte County, and \_\_\_\_\_ acknowledged before me that TOM D'APRILE, 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 May, 2008.

[Signature]

Notary Public  
My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA  
Bonnie S. Stoner  
Commission # DD447969  
Expires: JULY 06, 2009  
Bonded Thru Atlantic Bonding Co., Inc.



MAY 27 2008

DESOTO COUNTY  
BOARD OF COUNTY COMMISSIONERS

WITNESS:

Carol Freadwell

Approved as to form:

Attorney for DeSoto County

STATE OF FLORIDA  
COUNTY OF FLORIDA

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, T. Felton Garner, to me known to be the person described in and who executed the foregoing instrument on behalf of DeSoto 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 16<sup>th</sup> day of May, 2008.

Notary Public, My  
Commission  
Expires:

**BETTY PHILLIPS**  
Notary Public, State of Florida  
My comm. expires Dec. 18, 2011  
Comm. No. DD741978



MANATEE COUNTY  
BOARD OF COUNTY COMMISSIONERS

WITNESS:

\_\_\_\_\_

By: [Signature]

\_\_\_\_\_

Date: 4/22/08

Approved as to form:

\_\_\_\_\_  
Attorney for Manatee County

ATTEST: R. B. SHORE  
CLERK OF CIRCUIT COURT  
BY: [Signature]  
SHERIFF-CLERK 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, \_\_\_\_\_, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_  
Notary Public, My  
Commission  
Expires:

SARASOTA COUNTY  
BOARD OF COUNTY COMMISSIONERS

WITNESS:

Deborah Shaffer

Paula J. Minton

By: Shannon Staul

Date: 5/28/2008

Approved as to form:

Step Sner  
Attorney for Sarasota County *KS*

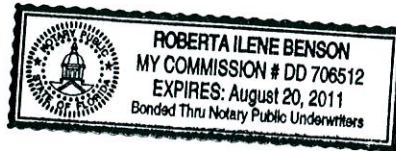
STATE OF FLORIDA  
COUNTY OF SARASOTA

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, Shannon Staul, to me known to be the person described in and who executed the foregoing instrument on behalf of 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 28<sup>th</sup> day of May, 2008

Roberta Ilene Benson

Notary Public, My  
Commission  
Expires:



WITNESS:

Iida Strong

Susan Hale

Approved as to form:

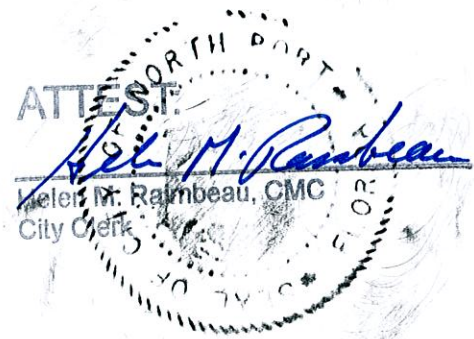
Robert K. Tol

Attorney for City of North Port

CITY OF NORTH PORT

By: [Signature]

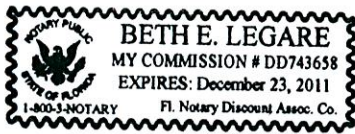
Date: April 28, 2008



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, FRED E. TOWER, III, to me known to be the person described in and who executed the foregoing instrument on behalf of the City of North Port, 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 5th day of May, 2008



Beth E. Legare  
Notary Public, My  
Commission  
Expires:



**EXHIBIT "C"**  
**New Water Supply Demands**

Annual Average Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY08	0.000	0.000	0.000	0.000	0.250	0.250
FY09	0.000	0.000	0.000	0.000	0.250	0.250
FY10	0.000	0.032	0.000	0.000	0.250	0.282
FY11	0.000	0.123	0.000	0.000	0.250	0.373
FY12	0.000	0.279	0.000	0.000	0.250	0.529
FY13	0.000	0.409	0.000	0.000	0.400	0.809
FY14	1.658	0.539	0.000	0.000	0.500	2.697
FY15	1.658	0.763	0.000	0.000	0.500	2.921

Peak Month Average Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY08	0.000	0.000	0.000	0.000	0.400	0.400
FY09	0.000	0.000	0.000	0.000	0.400	0.400
FY10	0.000	0.038	0.000	0.000	0.400	0.438
FY11	0.000	0.148	0.000	0.000	0.400	0.548
FY12	0.000	0.335	0.000	0.000	0.400	0.735
FY13	0.000	0.491	0.000	0.000	0.600	1.091
FY14	1.990	0.647	0.000	0.000	1.000	3.637
FY15	1.990	0.916	0.000	0.000	1.000	3.906

Maximum Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY08	0.000	0.000	0.000	0.000	0.500	0.500
FY09	0.000	0.000	0.000	0.000	0.500	0.500
FY10	0.000	0.045	0.000	0.000	0.500	0.545
FY11	0.000	0.172	0.000	0.000	0.500	0.672
FY12	0.000	0.391	0.000	0.000	0.500	0.891
FY13	0.000	0.573	0.000	0.000	1.000	1.573
FY14	2.321	0.755	0.000	0.000	1.500	4.576
FY15	2.321	1.068	0.000	0.000	1.500	4.889

Annual Average Day, Peak Month Average Day and Maximum Day are expressed in million gallons per day (MGD).



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**EXHIBIT "C"**  
**New Water Supply Demands**  
 (approved April 1, 2009)



Annual Average Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY09	0.000	0.000	0.000	0.000	0.250	0.250
FY10	0.000	0.032	0.000	0.000	0.250	0.282
FY11	0.000	0.123	0.000	0.000	0.250	0.373
FY12	0.000	0.279	0.000	0.000	0.250	0.529
FY13	0.000	0.409	0.000	0.000	0.400	0.809
FY14	1.658	0.539	0.000	0.000	0.500	2.697
FY15	1.658	0.763	0.000	0.000	0.500	2.921
FY16	1.658	0.763	0.000	0.000	0.500	2.921

Peak Month Average Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY09	0.000	0.000	0.000	0.000	0.400	0.400
FY10	0.000	0.038	0.000	0.000	0.400	0.438
FY11	0.000	0.148	0.000	0.000	0.400	0.548
FY12	0.000	0.335	0.000	0.000	0.400	0.735
FY13	0.000	0.491	0.000	0.000	0.600	1.091
FY14	1.990	0.647	0.000	0.000	1.000	3.637
FY15	1.990	0.916	0.000	0.000	1.000	3.906
FY16	1.990	0.916	0.000	0.000	1.000	3.906

Maximum Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY09	0.000	0.000	0.000	0.000	0.500	0.500
FY10	0.000	0.045	0.000	0.000	0.500	0.545
FY11	0.000	0.172	0.000	0.000	0.500	0.672
FY12	0.000	0.391	0.000	0.000	0.500	0.891
FY13	0.000	0.573	0.000	0.000	1.000	1.573
FY14	2.321	0.755	0.000	0.000	1.500	4.576
FY15	2.321	1.068	0.000	0.000	1.500	4.889
FY16	2.321	1.068	0.000	0.000	1.500	4.889

Annual Average Day, Peak Month Average Day and Maximum Day are expressed in million gallons per day (MGD).

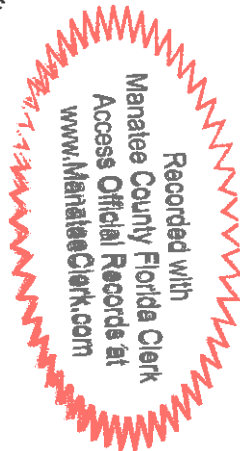


Linda Stewart  
9415 Town Center Skwy  
Lakewood Ranch, FL 34202



**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 4<sup>th</sup>, 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(S)  
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: 3999 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."

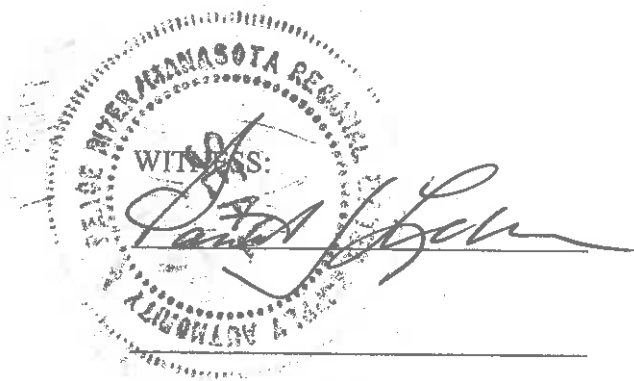
2.4 Paragraph 16.7 Desoto Payment shall be deleted in its entirety and replaced with the following: "16.7 DeSoto Payment. The Authority shall collect from its

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.



PEACE RIVER MANASOTA REGIONAL  
WATER SUPPLY AUTHORITY  
WITNESSES:  
*[Signature]*

PEACE RIVER MANASOTA REGIONAL  
WATER SUPPLY AUTHORITY

By: *[Signature]*  
John Charlie, Chairman  
Date: August 5, 2015

Approved as to form:

*[Signature]*  
General Counsel for Peace River Manasota  
Regional Water Supply Authority

**BOARD APPROVED**

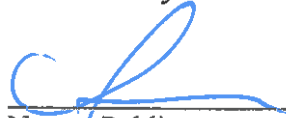
**AUG - 5 2015**

**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 5<sup>th</sup> day of August, 2015.



Notary Public  
My Commission Expires:



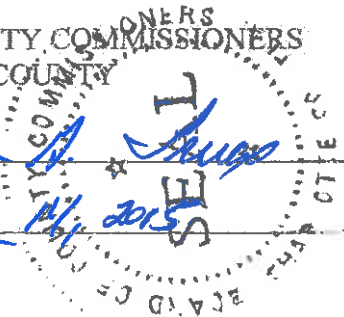
**Ann Lee**

COMMISSION # FF203768  
EXPIRES: February 25, 2019  
WWW.AARONNOTARY.COM



BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY

By: William A. Angus  
Chairman  
Date: July 14, 2015



ATTEST:  
Barbara T. Scott, Clerk of Circuit  
Court and Ex-Officio Clerk to the  
Board of County Commissioners

By: Janette S. Knowlton  
Deputy Clerk

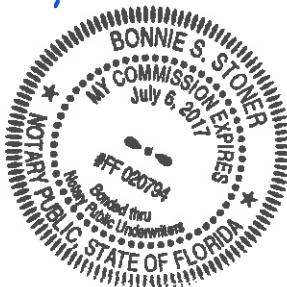
APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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<sup>m</sup> 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<sup>m</sup> 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 14<sup>th</sup> day of July, 2015.



Bonnie S. Stoner  
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 BCCC, 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.

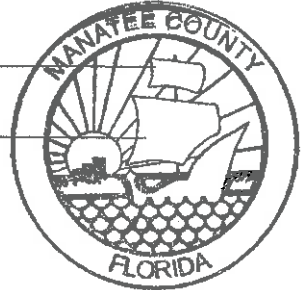
Jill Thompson  
Notary Public  
My Commission Expires:



JILL THOMPSON  
Notary Public, State of Florida  
My Comm. Expires Jan. 29, 2016  
Commission No. EE 164583

MANATEE COUNTY  
BOARD OF COUNTY COMMISSIONERS

By: *Mary Benard*  
Chair  
Date: June 16, 2015



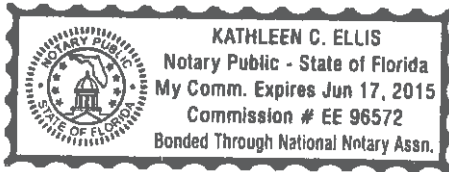
ATTEST: R. B. SHORE  
Clerk of Circuit Court

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.



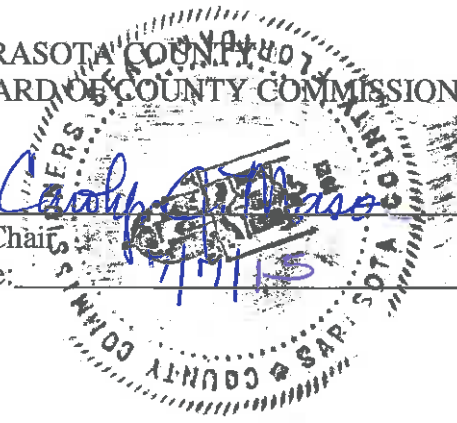
*Kathleen C. Ellis*  
Notary Public  
My Commission Expires: 6-17-2015

SARASOTA COUNTY BOARD OF COUNTY COMMISSIONERS

WITNESS:

Charles Maloney  
\_\_\_\_\_

By: Carolyn J. Mason  
Chair, \_\_\_\_\_  
Date: 7/11/15 \_\_\_\_\_



Approved as to form:

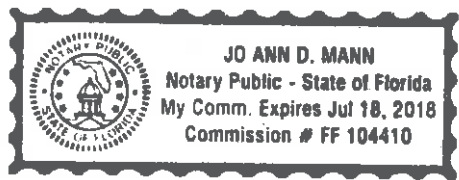
[Signature]  
Attorney for Sarasota County [Signature]

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

By: Ry DiFranco  
Mayor

Smiley

Date: 6-8-15

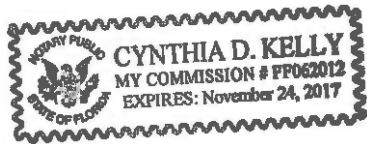
Approved as to form:  
[Signature]  
Attorney for City of North Port

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, Mayor 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 \_\_\_\_\_, 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 8<sup>th</sup> 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).

**TAB B**  
**Red-line version of 2005 Contract showing proposed changes**

**DRAFT UPDATE 7.19.2022**

**THIRD AMENDED PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY  
AUTHORITY MASTER WATER SUPPLY CONTRACT**

**THIS THIRD AMENDED PEACE RIVER/MANASOTA REGIONAL WATER  
SUPPLY AUTHORITY MASTER WATER SUPPLY CONTRACT**, entered into this \_\_\_\_\_

day of \_\_\_\_\_, 2022, 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

Deleted: 5th

Deleted: October, 2005

WHEREAS, the Authority and the Customers agree it is necessary to expand ~~Authority~~ Water Supply Facilities to meet the future 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 and its Customers recognize that as a result of increased~~ Customers' demands, the ~~Authority Water Supply Facilities~~ will not satisfy all future Customers' demands and the Authority has begun developing other water supplies; and

WHEREAS, Manatee has ~~projected that it will require~~ of potable water ~~from~~ the Authority ~~by 2038~~; and

WHEREAS, expansions to the Authority Water Supply Facilities and the design and construction of new ~~Authority~~ 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 ~~existing~~ 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 ~~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 ~~between~~ the Authority, ~~and 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:

**Deleted:** 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

**Deleted:** 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¶

**Deleted:** REP

**Deleted:** adopted Resolution No. R-05-108 on June 7, 2005 conditionally requesting the development

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**Deleted:** for Manatee beginning January of 2014

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- 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 Authority 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.~~
- 1.6 Available Water. That portion of a Customer’s Water Allocation that is temporarily available to other Customers through the Redistribution Pool.
- 1.7 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, ~~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.
- 1.8 Bond Coverage Costs. The costs of providing the coverage requirements established by the Financing Documents.
- ~~1.9 Capital Improvement Plan. A running five-year plan amended and approved annually by the Authority Board of Directors for projects and capital expenditures.~~
- ~~1.10 Capital Needs assessments. A running twenty-year plan amended and approved annually by the Authority Board of Directors identifying projects and expected project funding required to meet regional goals during the 20-year planning horizon.~~

**Deleted:** Charlotte Oversized Facilities Payment, Capital Component Charge,

**Deleted:** <#>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.¶

1.11 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”.

1.12 Contract. ~~The original Master Water Supply Contract entered into by the Parties on October 5, 2005, as amended hereby.~~

**Deleted:**

1.13 Contract Year. The period between execution of the Contract and September 30, ~~2021~~, 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.

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1.14 Customers. Manatee, DeSoto, Charlotte, Sarasota and North Port.

1.15 Customer Water Supply Source. ~~Any project, construction, acquisition, transfer or transaction creating a new water source or expanding an existing water source developed by Manatee, DeSoto Charlotte, Sarasota or North Port~~

1.16 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.

1.17 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 existing Delivery Point(s) for each Customer is attached hereto as Exhibit “D.” ~~Delivery Points may be changed or added, if there is available hydraulic capacity in the pipeline, by agreement of the Customer and Authority and an exhibit of all current Delivery Points shall be maintained by the Authority.~~

1.18 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.

**Deleted:** 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 May21, 1991.

1.19 Exclusive Provider Customer. A subset of Customers that ~~designate the Authority as its exclusive provider of new potable water supply~~ in this MWSC.

**Deleted:** includes only DeSoto

1.20 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.

**Deleted:** Master Water Supply Contract

1.21 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.

1.22 Hydraulic Capacity Entitlement. ~~Hydraulic Capacity Entitlement is depicted as a percentage of the then existing hydraulic capacity of the specified pipeline. The existing Hydraulic Capacity Entitlement for the Regional Transmission System for each Customer is attached as Exhibit "E." Hydraulic Capacity Entitlement may be changed by agreement of the Customer and Authority and an exhibit of all current Hydraulic Capacity Entitlements by Customers shall be maintain by the Authority.~~

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1.23 Hydraulic Capacity Entitlement Cost. The debt service cost associated with Customers' Hydraulic Capacity Entitlement.

1.24 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.

1.25 Member Governments. Members of the Authority. This term refers jointly to Charlotte, DeSoto, Manatee and Sarasota.

1.26 MGD. Million gallons per day.

1.27 New Authority Water Supply Demands. ~~The request and commitment by contract between a Customer and the Authority for the provision of Authority Water Supply Source. The Authority shall maintain a current tabulation of Water Allocation allotted to each Customer.~~

**Deleted:** new water supplies

**Deleted:** is committed by this Contract

**Deleted:** develop and complete to meet Customer demands as shown on Exhibit "C" as updated annually pursuant to Section 11

1.28 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.

1.29 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.

1.30 Party or Parties. Party shall mean a signatory to this Contract. Parties shall mean DeSoto, Charlotte, Sarasota, Manatee, North Port and the Authority.

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1.31 Peak Month Average Daily Quantity. 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.

**Deleted:** <#>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 21<sup>st</sup>, 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

1.32 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 Authority Water Supply Facilities and Authority 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.

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1.33 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.

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1.34 Redistribution Pool. A depository of each Customer's Available Water for any Contract Year for purchase by all Customers.

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1.35 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.

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1.36 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.

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1.37 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

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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. Renewal and Replacement Charges do not include capital expenditures associated with the expansion or addition of water treatment, storage, pumping or transmission capacity.

1.38 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.

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1.39 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.

**Deleted:** or the costs associated with reconstruction of any major components of the Authority Water Supply Facilities.

**Deleted:** 1.37

1.40 Second Amended Interlocal Agreement. The Second Amended Interlocal Agreement Creating the Peace River/Manasota Regional Water Supply Authority executed concurrently with this Contract.

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1.41 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.

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1.42 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.

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1.43 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.

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1.44 ~~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.

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1.45 ~~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.

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1.46 ~~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.

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1.47 ~~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.

**Deleted:** <#>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

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 ~~is authorized to maintain~~ capacity of the Authority Water Supply Facilities.

**Deleted:** shall not be prohibited from maintaining unallocated

4. **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.

**Deleted:** 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.¶

5. **FUNDING FROM SWFWMD.** All Parties shall ~~support obtaining~~ the maximum amount of funding from SWFWMD for any future expansion of or addition to the Authority Water Supply Facilities and new Authority Water Supply Sources.

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 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.¶

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**Deleted:** The funding from the SWFWMD New Water Sources Funding Agreements shall be used for the construction of the REP.

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6.1 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.

6.2 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.

6.3 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.

~~6.4~~ 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. \_\_\_

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~~7.~~ **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 Authority Water Supply Sources and facilities to meet the needs of its Customers as set forth in Sections 11 and 12 herein.

Deleted: 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.¶

~~7.1~~ 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.

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.¶  
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~~7.2~~ 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.

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~~7.3~~ Delivery Point. The Authority shall deliver water through the Regional Transmission System to each Customer only at their respective Delivery Point(s) as identified and maintained by the Authority. Additional Delivery Point(s) may be added by mutual agreement of the Authority and receiving Customer(s).

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7.4 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. Exclusive Provider Customer water allocation is determined by the Authority; therefore, Exclusive Provider Customer(s) shall not be assessed exceedance charges.

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7.5 Authority Water Transfers. All Authority water transfers shall be provided solely through the Authority. 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. If the Customer supplies alternative Available Water quantities, this quantity shall be placed in the Redistribution Pool. 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

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**Deleted:** Upon execution of this Contract by all Customers, all prior contracts transferring Authority water between any of the Customers shall terminate.

**Deleted:** 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.

transfer more water than the amount of Available Water 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.

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7.5.1 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 time frame 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.

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7.5.2 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.

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7.5.3 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.

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7.6 Water Supply Emergency. The Authority and its Customers shall seek the interconnection of the Authority 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.

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8. 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

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planning and development of Authority Water Supply Sources to meet New Water Supply Demands.

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8.11 No later than January 15<sup>th</sup> of each Contract Year, each Customer shall submit to the Authority a report which identifies the following:

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- (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
  1. (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 Authority 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.

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8.2 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

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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.

8.3 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 Authority Water Supply Source, the Authority shall assign a proportionate share of the new Authority Water Supply Source Water Allocation to the Customers, to the extent practicable, by applying the new Authority 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 Authority Water Supply Source Water Allocation would be fully utilized. For example, in year 2026, the Authority designates a new Authority Water Supply Source project for 6 MGD to provide water by 2028. The total of New Water Supply Demands does not exceed 6 MGD until 2030, 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 2030 divided by the total of all the Customers’ New Water Supply Demands of 6.7 for 2030 to determine the Customer Water Allocation Cost Percentage of 34.33%. When the Authority approves a new Authority 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 Authority Water Supply Source project, including, but not limited to, planning, design, and construction, shall be recovered from the Customers receiving the Water Allocations of the new Authority Water Supply Source project.

9. **DESOTO DESIGNATION OF THE AUTHORITY AS ITS EXCLUSIVE PROVIDER OF WATER.** Notwithstanding the foregoing and pursuant to Section 8.1 of the

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Second Amended Interlocal Agreement, DeSoto elects to be an Exclusive Provider Customer. DeSoto agrees not to develop any additional Customer 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 Authority Water Supply Sources to DeSoto as outlined herein.

9.1 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.

9.2 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.

10. SUPERSEDING AND REPLACING ALL PRIOR WATER SUPPLY CONTRACTS. Upon full execution of this Contract, this Contract shall supersede and replace the Peace River/Manasota Regional Water Supply Authority, Water Supply Contract dated October 5, 2005.

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Deleted: 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.¶  
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Deleted: 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

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11. 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.

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11.1 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. Until 2028 when debt service payments for the PRO are fulfilled. 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 15 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”. After the Debt Service is paid for the 1991 Facility and the PRO, 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 Authority 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.

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11.2 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,

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the Base Rate Charge for a Customer who issues its own debt or pays in advance for any such new Authority 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 Authority Water Supply Source or expansion.

11.3 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.

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11.5 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.

**Deleted:** 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.¶  
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11.6 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.

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11.7 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, 11 are increased or if additional entities become Customers of the Authority, then the amount and methodology of the DeSoto Payment to be paid to DeSoto shall be presented to all Parties to this Contract for approval.

12. 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, the Southwest Florida Water Management District, and appropriate utilities and agencies.

13. DEVELOPMENT OF FUTURE WATER SOURCES. The Authority and its Customers shall develop new Water Supply Facilities as follows:

13.1 General. The Authority shall develop new Authority Water Supply Facilities to meet the water demands of its Customers as shown in their New Water Supply Demands which will reflect the Water Allocation at the determination of the Authority for Exclusive Customer(s).

13.2 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.

13.1.1. 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,

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**Deleted:** 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 ... [1]

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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.

13.2.2. 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.

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13.2.3. 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.

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13.2.4. 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.

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13.3 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.

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14. 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 current 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. On an annual basis, the Authority shall update and maintain a current tabulation of all Customer Hydraulic Capacity Entitlement and Authority hydraulic capacity in pipelines. 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

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Authority, then each shall pay their proportionate share of the Hydraulic Capacity Entitlement Cost.

14.1 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.

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15. ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE AUTHORITY. The Authority hereby represents, warrants and covenants to the Customers as follows:

**Deleted:** 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. ¶  
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15.1 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

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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.

~~15.2~~ 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.

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~~15.3~~ 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.

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15.4 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).

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15.5 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.

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15.6 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.

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15.7 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.

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15.8 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:

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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;

FIFTH: To the payment of any charges or Obligations due and owing by the Authority.

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16. ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE CUSTOMERS. The Customers hereby represent, warrant and covenant to the Authority as follows:

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16.1 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 will construct 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.

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16.2 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 Authority Water Supply Sources.

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16.3 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.

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16.4 Cooperation on Permits. Subject to Section 22 herein, for the construction and operation of the facilities necessary for future Authority Water Supply Sources and Authority Water Supply Facilities, the Customers shall promptly cooperate with the Authority in obtaining any and all Permits necessary or convenient for construction, expansion, alteration, replacement or operation.

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16.5 Cooperation on the Projects. The Customers shall promptly cooperate with the Authority in property acquisition or other actions necessary for operating or expanding Authority Water Supply Facilities.

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16.6 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

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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.

16.7 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.

16.8 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

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to take the defaulting Customer's pro-rata share (based of 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.

**17. 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 Authority Water Supply Source or other projects of the Authority Water Supply Facilities.

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**18. 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.

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**19. 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, as of the date of the re-rating occurs. 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

Deleted: 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.¶  
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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 held as Authority capacity that may be placed in the Redistribution Pool.

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**20. 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.

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**21. 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.

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**22. 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.

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**23. 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.

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**24. 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

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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, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202; 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, 4970 City Hall Boulevard, North Port, Florida 34286. Any Party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent.

Deleted: 1645 Barber Road, Suite A, Sarasota,

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25. 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.

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26. 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.

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27. 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.

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28. 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.

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**29. 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.

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**30. 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.

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**31. 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.

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**32. 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.

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**33. 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.

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**34. 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.

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~~35.~~ **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.

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~~36.~~ **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.

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~~37.~~ **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.

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~~38.~~ **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.

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~~39.~~ **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.

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~~40.~~ **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)(0), 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.

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**41. 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.

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**42. GOOD FAITH.** The Parties agree to exercise good faith and fair dealing in respect to all matters relating to this Contract.

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**43. WATER PURCHASE.** The Customers shall have a preferential right to purchase water from the Authority. The Authority may purchase water from any source available.

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**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:

\_\_\_\_\_  
\_\_\_\_\_

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

Approved as to form:

\_\_\_\_\_  
Attorney for Peace River/Manasota  
Regional Water Authority

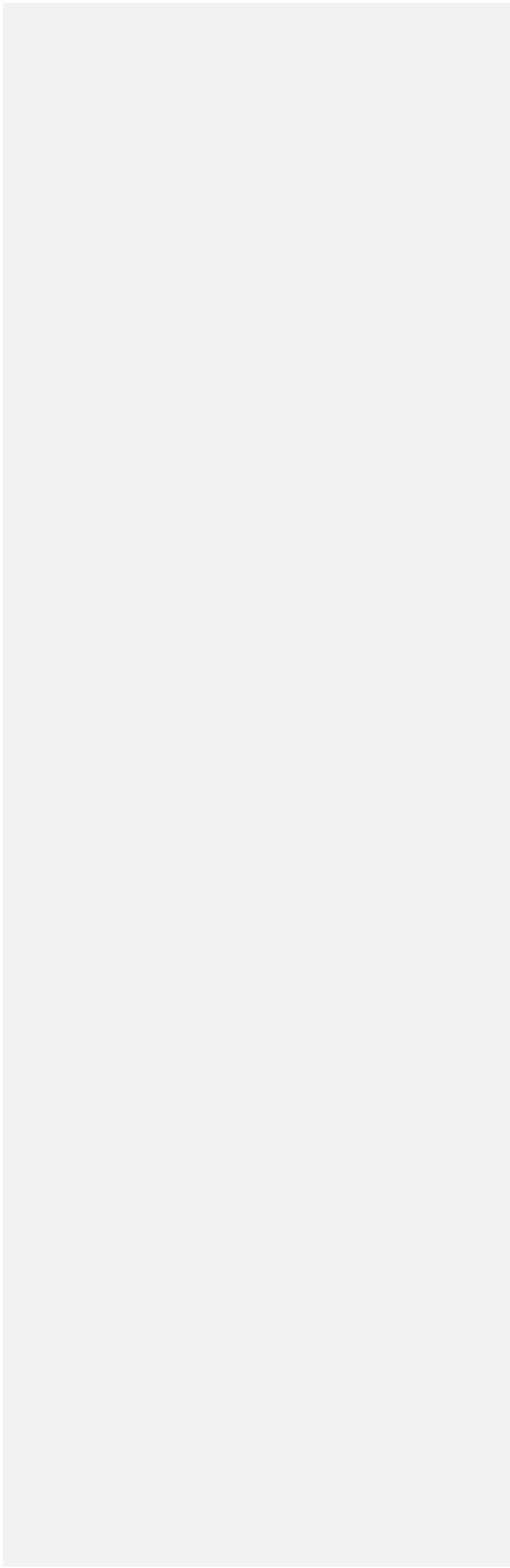
STATE OF FLORIDA  
COUNTY OF SARASOTA

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, \_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument on behalf of the Peace River/Manasota Regional Water Supply Authority, and acknowledged before me that he/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 \_\_\_\_\_

day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My Commission  
Expires: \_\_\_\_\_



**TAB C**  
**Revised (draft) Master Water Supply Contract (clean version)**

**DRAFT UPDATE 7.19.2022**

**THIRD AMENDED PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY  
AUTHORITY MASTER WATER SUPPLY CONTRACT**

**THIS THIRD AMENDED PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY MASTER WATER SUPPLY CONTRACT** , entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, 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 Authority Water Supply Facilities to meet the future 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 and its Customers recognize that as a result of increased Customers' demands, the Authority Water Supply Facilities will not satisfy all future Customers' demands and the Authority has begun developing other water supplies; and

**WHEREAS**, Manatee has projected that it will require of potable water from the Authority by 2038; and

**WHEREAS**, expansions to the Authority Water Supply Facilities and the design and construction of new Authority 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 existing 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 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 between the Authority and 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 Authority 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.
- 1.6 Available Water. That portion of a Customer's Water Allocation that is temporarily available to other Customers through the Redistribution Pool.
- 1.7 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, 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.
- 1.8 Bond Coverage Costs. The costs of providing the coverage requirements established by the Financing Documents.
- 1.9 Capital Improvement Plan. A running five-year plan amended and approved annually by the Authority Board of Directors for projects and capital expenditures.
- 1.10 Capital Needs assessments. A running twenty-year plan amended and approved annually by the Authority Board of Directors identifying projects and expected project funding required to meet regional goals during the 20-year planning horizon.

- 1.11 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”.
- 1.12 Contract. The original Master Water Supply Contract entered into by the Parties on October 5, 2005, as amended hereby.
- 1.13 Contract Year. The period between execution of the Contract and September 30, 2021, 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.
- 1.14 Customers. Manatee, DeSoto, Charlotte, Sarasota and North Port.
- 1.15 Customer Water Supply Source. Any project, construction, acquisition, transfer or transaction creating a new water source or expanding an existing water source developed by Manatee, DeSoto Charlotte, Sarasota or North Port
- 1.16 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.
- 1.17 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 existing Delivery Point(s) for each Customer is attached hereto as Exhibit “D.” Delivery Points may be changed or added, if there is available hydraulic capacity in the pipeline, by agreement of the Customer and Authority and an exhibit of all current Delivery Points shall be maintained by the Authority.
- 1.18 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.
- 1.19 Exclusive Provider Customer. A subset of Customers that designate the Authority as its exclusive provider of new potable water supply in this MWSC.
- 1.20 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.
- 1.21 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.

- 1.22 Hydraulic Capacity Entitlement. Hydraulic Capacity Entitlement is depicted as a percentage of the then existing hydraulic capacity of the specified pipeline. The existing Hydraulic Capacity Entitlement for the Regional Transmission System for each Customer is attached as Exhibit “E.” Hydraulic Capacity Entitlement may be changed by agreement of the Customer and Authority and an exhibit of all current Hydraulic Capacity Entitlements by Customers shall be maintain by the Authority.
- 1.23 Hydraulic Capacity Entitlement Cost. The debt service cost associated with Customers’ Hydraulic Capacity Entitlement.
- 1.24 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.
- 1.25 Member Governments. Members of the Authority. This term refers jointly to Charlotte, DeSoto, Manatee and Sarasota.
- 1.26 MGD. Million gallons per day.
- 1.27 New Authority Water Supply Demands. The request and commitment by contract between a Customer and the Authority for the provision of Authority Water Supply Source. The Authority shall maintain a current tabulation of Water Allocation allotted to each Customer.
- 1.28 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.
- 1.29 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.

- 1.30 Party or Parties. Party shall mean a signatory to this Contract. Parties shall mean DeSoto, Charlotte, Sarasota, Manatee, North Port and the Authority.
- 1.31 Peak Month Average Daily Quantity. 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.
- 1.32 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 Authority Water Supply Facilities and Authority 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.
- 1.33 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
- 1.34 Redistribution Pool. A depository of each Customer's Available Water for any Contract Year for purchase by all Customers.
- 1.35 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.
- 1.36 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.
- 1.37 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. Renewal and Replacement Charges do not include capital expenditures associated with the expansion or addition of water treatment, storage, pumping or transmission capacity.

- 1.38 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.
- 1.39 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.
- 1.40 Second Amended Interlocal Agreement. The Second Amended Interlocal Agreement Creating the Peace River/Manasota Regional Water Supply Authority executed concurrently with this Contract.
- 1.41 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.
- 1.42 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.
- 1.43 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.

- 1.44 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.
- 1.45 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.
- 1.46 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.
- 1.47 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 is authorized to maintain capacity of the Authority Water Supply Facilities.

4. **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.

5. **FUNDING FROM SWFWMD.** All Parties shall support obtaining the maximum amount of funding from SWFWMD for any future expansion of or addition to the Authority Water Supply Facilities and new Authority Water Supply Sources.

6. **REPRESENTATION OF THE PARTIES.** The Authority, Manatee, Charlotte, DeSoto, Sarasota and North Port make the following representations:

6.1 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.

6.2 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 bound or affected except as provided herein under Sections 16.5 and 16.6.

6.3 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.



6.4 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.

7. **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 Authority Water Supply Sources and facilities to meet the needs of its Customers as set forth in Sections 11 and 12 herein.

7.1 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.

7.2 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.

7.3 Delivery Point. The Authority shall deliver water through the Regional Transmission System to each Customer only at their respective Delivery Point(s) as identified and maintained by the Authority. Additional Delivery Point(s) may be added by mutual agreement of the Authority and receiving Customer(s).

- 7.4 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. Exclusive Provider Customer water allocation is determined by the Authority; therefore, Exclusive Provider Customer(s) shall not be assessed exceedance charges.
- 7.5 Authority Water Transfers. All Authority water transfers shall be provided solely through the Authority. 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. If the Customer supplies alternative Available Water quantities, this quantity shall be placed in the Redistribution Pool. 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 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.

7.5.1 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 time frame 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.

7.5.2 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.

7.5.3 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.

7.6 Water Supply Emergency. The Authority and its Customers shall seek the interconnection of the Authority 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.

8. **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 Authority Water Supply Sources to meet New Water Supply Demands.

8.11 No later than January 15<sup>th</sup> 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
  1. (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 Authority 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.

8.2 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.

8.3 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 Authority Water Supply Source, the Authority shall assign a proportionate share of the new Authority Water Supply Source Water Allocation to the Customers, to the extent practicable, by applying the new Authority 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 Authority Water Supply Source Water Allocation would be fully utilized. For example, in year 2026, the Authority designates a new Authority Water Supply Source project for 6 MGD to provide water by 2028. The total of New Water Supply Demands does not exceed 6 MGD until 2030, 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 2030 divided by the total of all the Customers’ New Water Supply Demands of 6.7 for 2030 to determine the Customer Water Allocation Cost Percentage of 34.33%. When the Authority approves a new Authority 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 Authority Water Supply Source project, including, but not limited to, planning, design, and construction, shall be recovered from the Customers receiving the Water Allocations of the new Authority Water Supply Source project.

9. **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 Customer 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 permittable 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 Authority Water Supply Sources to DeSoto as outlined herein.

9.1 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.

9.2 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.

10. **SUPERSEDING AND REPLACING ALL PRIOR WATER SUPPLY CONTRACTS.** Upon full execution of this Contract, this Contract shall supersede and replace the Peace River/Manasota Regional Water Supply Authority Water Supply Contract dated October 5, 2005.

11. **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.

11.1 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. Until 2028 when debt service payments for the PRO are fulfilled, 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 15 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". After the Debt Service is paid for the 1991 Facility and the PRO, 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 Authority 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.

11.2 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 Authority 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 Authority Water Supply Source or expansion.

- 11.3 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.
- 11.5 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.
- 11.6 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.



11.7 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 2010420.11 are increased or if additional entities become Customers of the Authority, then the amount and methodology of the DeSoto Payment to be paid to DeSoto shall be presented to all Parties to this Contract for approval.

12. **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, the Southwest Florida Water Management District and appropriate utilities and agencies.

13. **DEVELOPMENT OF FUTURE WATER SOURCES**. The Authority and its Customers shall develop new Water Supply Facilities as follows:

13.1 General. The Authority shall develop new Authority Water Supply Facilities to meet the water demands of its Customers as shown in their New Water Supply Demands which will reflect the Water Allocation at the determination of the Authority for Exclusive Customer(s).

13.2 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.

13.1.1. 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.

13.2.2. 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.

13.2.3. 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.

13.2.4. 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.

13.3 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.

**14. 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 current 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. On an annual basis, the Authority shall update and maintain a current tabulation of all Customer Hydraulic Capacity Entitlement and Authority hydraulic capacity in pipelines. 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.

14.1 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.

**15. ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE AUTHORITY.** The Authority hereby represents, warrants and covenants to the Customers as follows:

15.1 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.

- 15.2 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.
- 15.3 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.

- 15.4 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).
- 15.5 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.
- 15.6 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.
- 15.7 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.
- 15.8 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;
  - FIFTH: To the payment of any charges or Obligations due and owing by the Authority.

16. **ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE CUSTOMERS.** The Customers hereby represent, warrant and covenant to the Authority as follows:

- 16.1 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 will construct 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.
- 16.2 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 Authority Water Supply Sources.
- 16.3 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.
- 16.4 Cooperation on Permits. Subject to Section 22 herein, for the construction and operation of the facilities necessary for future Authority Water Supply Sources and Authority Water Supply Facilities, the Customers shall promptly cooperate with the Authority in obtaining any and all Permits necessary or convenient for construction, expansion, alteration, replacement or operation.
- 16.5 Cooperation on the Projects. The Customers shall promptly cooperate with the Authority in property acquisition or other actions necessary for operating or expanding Authority Water Supply Facilities.
- 16.6 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.

- 16.7 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.
- 16.8 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 of 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.

17. **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 Authority Water Supply Source or other projects of the Authority Water Supply Facilities.

18. **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.

19. **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 as of the date of the re-rating occurs. 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 held as Authority capacity that may be placed in the Redistribution Pool.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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, 9415 Town Center Parkway, Lakewood Ranch,, Florida 34202; 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, 4970 City Hall Boulevard, North Port, Florida 34286. Any Party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent.

25. **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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **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.



35. **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.

36. **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.

37. **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.

38. **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.

39. **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.

40. **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)(0), 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.

41. **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.

42. **GOOD FAITH.** The Parties agree to exercise good faith and fair dealing in respect to all matters relating to this Contract.

43. **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:

\_\_\_\_\_  
\_\_\_\_\_

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

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Attorney for Peace River/Manasota  
Regional Water 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, \_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument on behalf of the Peace River/Manasota Regional Water Supply Authority, and acknowledged before me that he/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 \_\_\_\_\_

day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My Commission  
Expires: \_\_\_\_\_

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*August 3, 2022*

**REGULAR AGENDA**  
**ITEM 9**

**Surface Water Supply Expansion Project Selection**  
**(Reservoir No. 3 + Water Treatment Plant Expansion)**

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**Presenter -**

Terri Holcomb, P.E., Director of Engineering

**Recommended Action -**

**Motion** to select the Surface Water Supply Expansion Project at the Peace River Facility which includes construction of Reservoir No. 3 and Appurtenant Facilities, and Expansion of the Peace River Water Treatment Facilities to meet requested new regional water supply capacity needs.

Regional water demand projections received from Authority Customers for the 2023-2042 planning horizon show need for new regional water supply capacity beginning in 2028. Customer projected new supply needs reach 6 MGD by 2030, nearly 15 MGD by 2037 and jump to about 24 MGD by 2042. Based on projected needs from the Authority's 2015 and 2020 Water Supply Master Plan the Authority has been working since 2018 on conceptual and preliminary design of an expansion of the surface water supply system at the Peace River Facility as the first option to meet future needs. Expansion of the Peace River Facilities represents use of an alternative water supply system that has served the region for over 40 years. The expansion leverages existing permits, assets, property and staffing in this location to support additional supply development of up to 18 MGD on an annual average day basis.

The expansion envisions construction of a second intake and pump station on the Peace River to allow withdrawals of currently permitted quantities, a third reservoir (9 BG capacity) on the RV Griffin property, up to 24 MGD expansion of the water treatment capacity at the Peace River facility and installation of associated connecting pipelines between new facilities. The estimated cost of the expansion program is \$447M. The project is eligible for up to 50% co-funding from SWFWMD. Options to stage construction and costs to meet demand growth also exist.

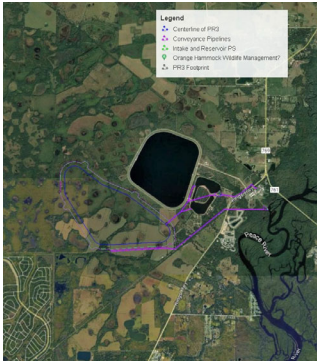
As the Authority moves into Master Water Supply Contract modifications needed to support new supply capacity development, and establishment of financing for new capacity, a formal action by the Board selecting the Surface Water Supply Expansion Project is recommended.

**Budget Action** – No action is needed

**Attachments:**

Presentation Materials





# Surface Water Supply Expansion Project Selection (Reservoir No. 3 + Water Treatment Plant Expansion)

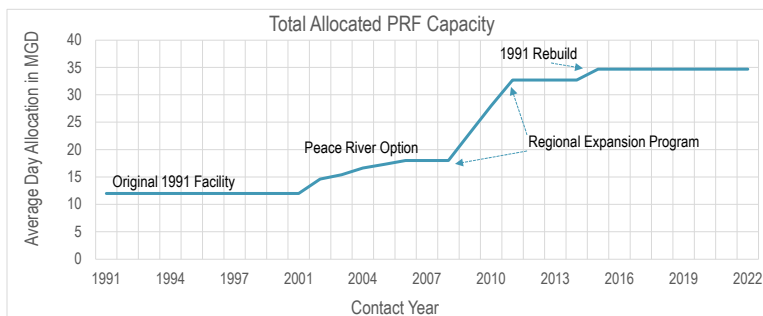
## Regular Agenda Item 9

August 3, 2022

1

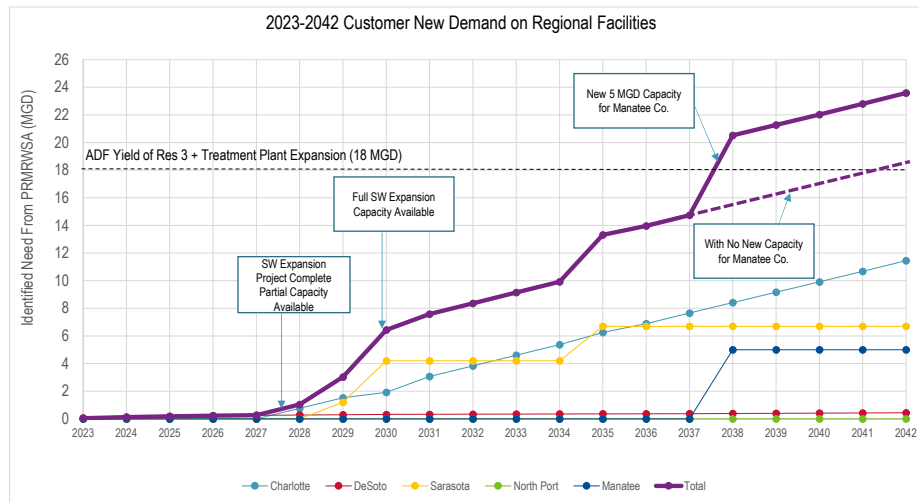
# Past Projects, Capacity Allocations & MWSC Amendments

Project	Charlotte	DeSoto	Sarasota	North Port	Total
Original PRF (1991)	10.758	0.050	0.000	1.192	12.000
Peace River Option (PRO)	2.000	0.500	3.500	0.000	6.000
Reg. Expansion Prog. (REP)	3.342	0.125	9.725	1.508	14.700
1991 Rebuild (2015)	0.000	0.000	1.835	0.165	2.000
<b>Total</b>	<b>16.100</b>	<b>0.675</b>	<b>15.060</b>	<b>2.865</b>	<b>34.700</b>



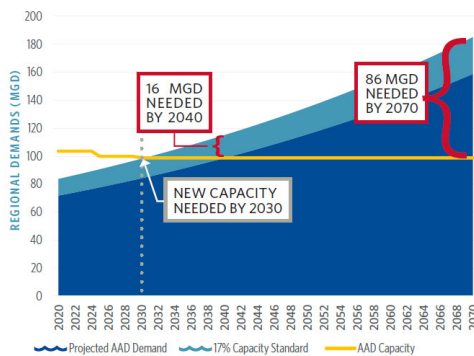
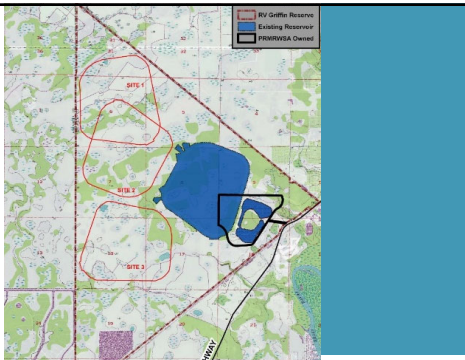
2

## Schedule for New Supply Availability



3

## Regional Water Supply Planning & Preparation

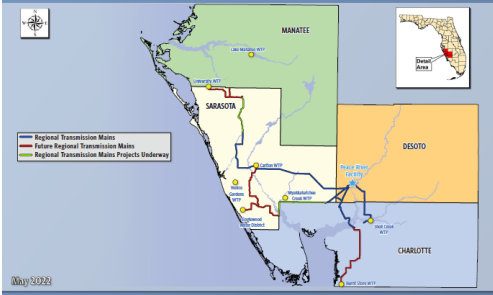


- 2015 Master Water Supply Plan – Prioritize PRF Surface Water Capacity Expansion
- 2018 Apply for WUP Increase
- 2019 50 –Yr. WUP Issued for Supply Increase
- 2020 Master Plan Shows 2030 New Supply Need
- 2020 Begin Feasibility Study for PR3 Project
- 2022 Begin Prelim. Design for PR 3 Project

4



Peace River Manasota Regional Water Supply Authority  
Regional Vision for 2042

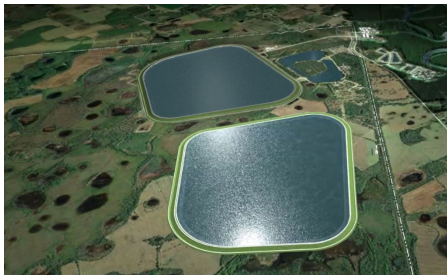


## Advantages of Peace River Facility Expansion

- Proven Supply Model
- Already Permitted – 50 Years
- Existing Facility Location Provides Efficiencies
- Alternative Water Supply
- Can be Timely Developed

5

### PR3 Project



- New 9 BG Reservoir
- New River Pump Station & Pipeline
- New/Rehab. Reservoir 1 Pump Sta.
- \$344.4 M (estimate)
  - Authority \$177.5 M
  - Outside \$166.9 M

### PRF Treatment Expansion

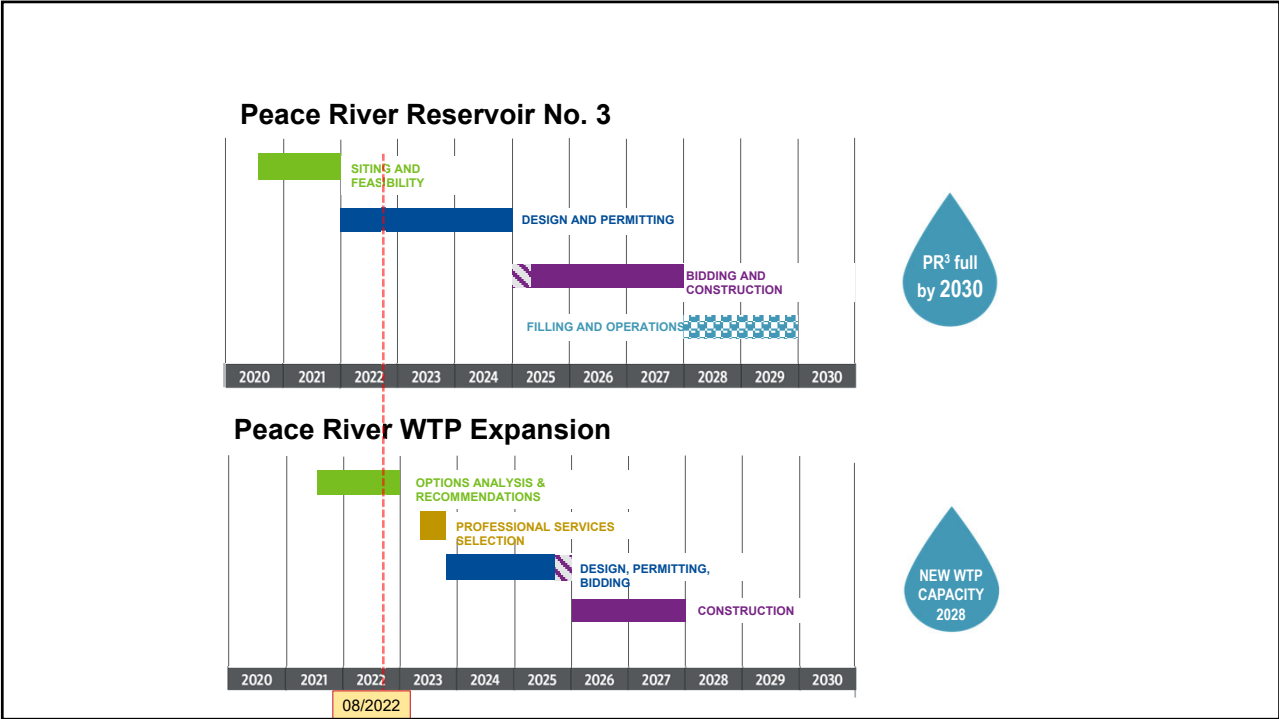


- 24 MGD Treatment Capacity Option
- Conventional & Membrane Options Available
- \$103 M (estimate)
  - Authority \$51.5M
  - Outside \$51.5 M

**Total Authority \$229 M (estimate)**

**Up to 18 MGD Avg Day Yield**

6



7

**Recommendation**

Motion to select the Surface Water Supply Expansion Project at the Peace River Facility which includes construction of Reservoir No. 3 and appurtenant facilities, and expansion of the Peace River Water Treatment Facilities to meet requested new regional water supply capacity needs

8





***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
August 3, 2022***

**GENERAL COUNSEL'S REPORT**

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**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**  
*August 3, 2022*

**EXECUTIVE DIRECTOR'S REPORT**

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**Presenter -**

Mike Coates, 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  
August 3, 2022***

**ROUTINE STATUS REPORTS  
ITEM 1**

**Hydrologic Conditions Report**

## MEMORANDUM

**Project:** Hydrologic Conditions Report  
**Date:** July 11, 2022  
**TO:** Mike Coates, Executive Director  
**Developed By:** Daniel Roberts, Environmental Specialist III

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This memorandum summarizes rainfall, surface water conditions, and the Authority's current water storage and supply conditions for the month of June, and the preceding 13-month period.

### Rainfall Conditions & Projections

**Table 1** summarizes rainfall conditions for the 13-month period from June 1, 2021 through June 30, 2022. Rainfall in the Peace River Basin for the past 12-months totaled 49.94 inches, 2.36 inches below the long-term historical average of 52.30 inches. Rainfall for the month of June 2022 totaled 5.80 inches, a value 2.60 inches below the historical monthly average of 8.40 inches for June.

**Figure 1** provides region-wide rainfall conditions as reported by SWFWMD for the 12-month period ending June 2022. Data shown for the Authority's 4-county service area indicate near normal to dry conditions for most of Charlotte, DeSoto, and Sarasota Counties with drier than normal conditions in Manatee County and very dry in coastal Sarasota County. The overall inland Peace River Basin indicates mostly near normal and dry conditions from Polk to Desoto counties over the last 12 months.

NOAA projections for the next three months (July-September) are for above-normal temperatures and near-normal rainfall for Southwest Florida. The NOAA/ENSO extended forecast states La Nina conditions are favored to continue through the end of the year, with the odds slightly decreasing in late summer before increasing into fall and winter.

**Table 1 (Peace River Basin Rainfall - Inches)**

Month	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	12 Mo Total
Historical Avg Rainfall <sup>1</sup>	8.40	8.10	7.70	7.30	3.10	1.70	1.90	2.20	2.50	2.90	2.50	4.00	8.40	52.30
Actual Rainfall <sup>2</sup>	7.00	9.40	6.31	7.78	1.57	3.40	0.78	1.20	0.66	2.91	3.53	6.60	5.80	49.94
Diff. Historical vs Actual	-1.40	1.30	-1.39	0.48	-1.53	1.70	-1.12	-1.00	-1.84	0.01	1.03	2.60	-2.60	-2.36

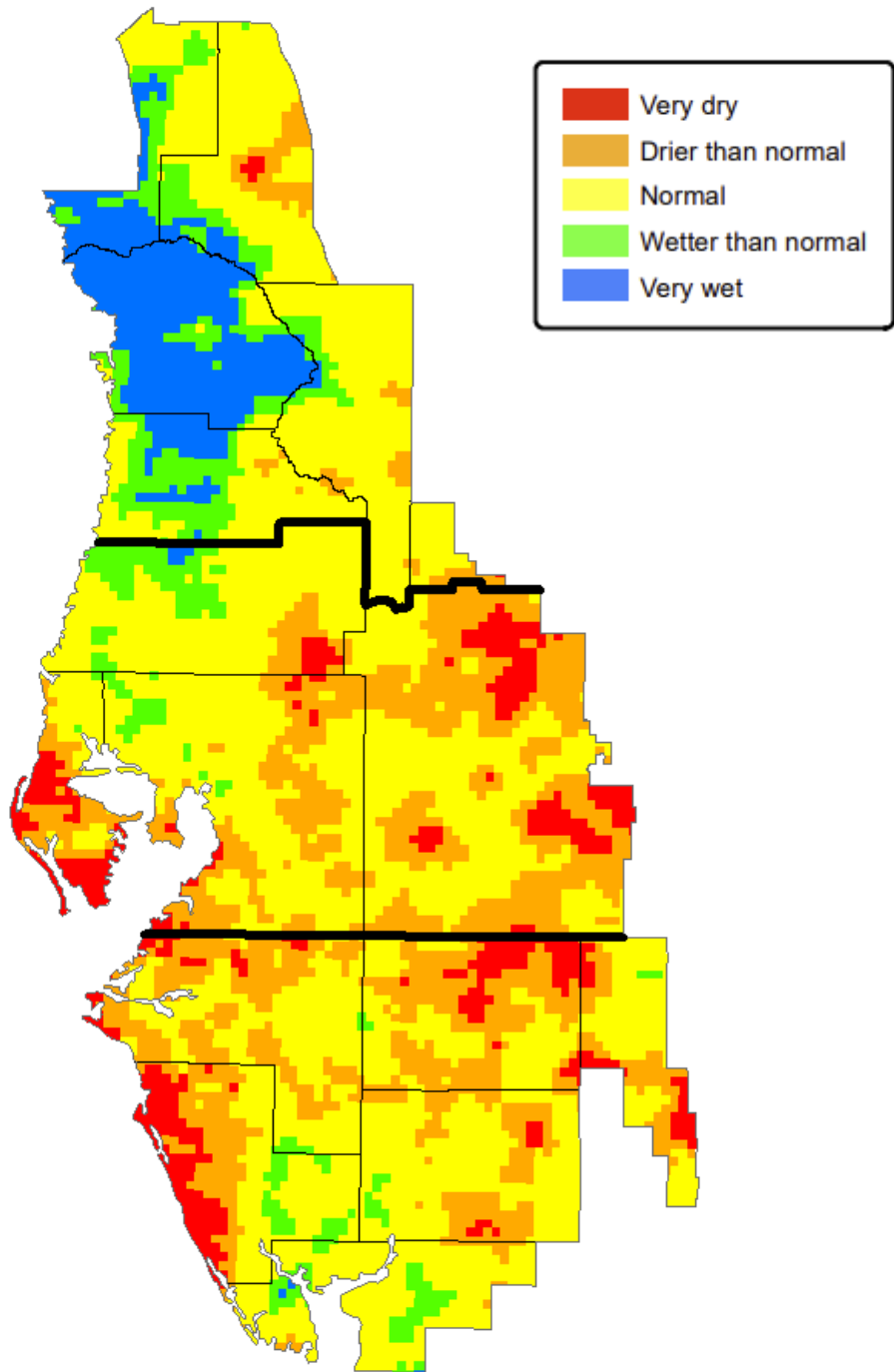
<sup>1</sup> Historical rainfall data are the long-term average of the Winter Haven, Bowling Green, and Joshua at Nocatee Rainfall Stations.

<sup>2</sup> Actual rainfall data are average values for the Winter Haven, Bowling Green, and Joshua at Nocatee Rainfall Stations.

Figure 1 (SWFWMD Rainfall Conditions Map)

# Rainfall Distribution

July 2021 through June 2022





## River Flow Conditions

**Figure 2** provides the locations of the three U.S. Geological Survey gauges that are used to regulate Authority withdrawals from the Peace River: 1) Peace River at Arcadia, 2) Horse Creek at Arcadia, and 3) Joshua Creek at Nocatee. Flow conditions at these gauges are discussed below:

The combined flow at the three gauges listed above (**Figure 3**) dipped below the historical average in May 2022 and had not yet recovered to historical monthly averages as of June 2022.

**Figure 2 (Peace River Basin Showing Selected Gauge Locations with ★)**

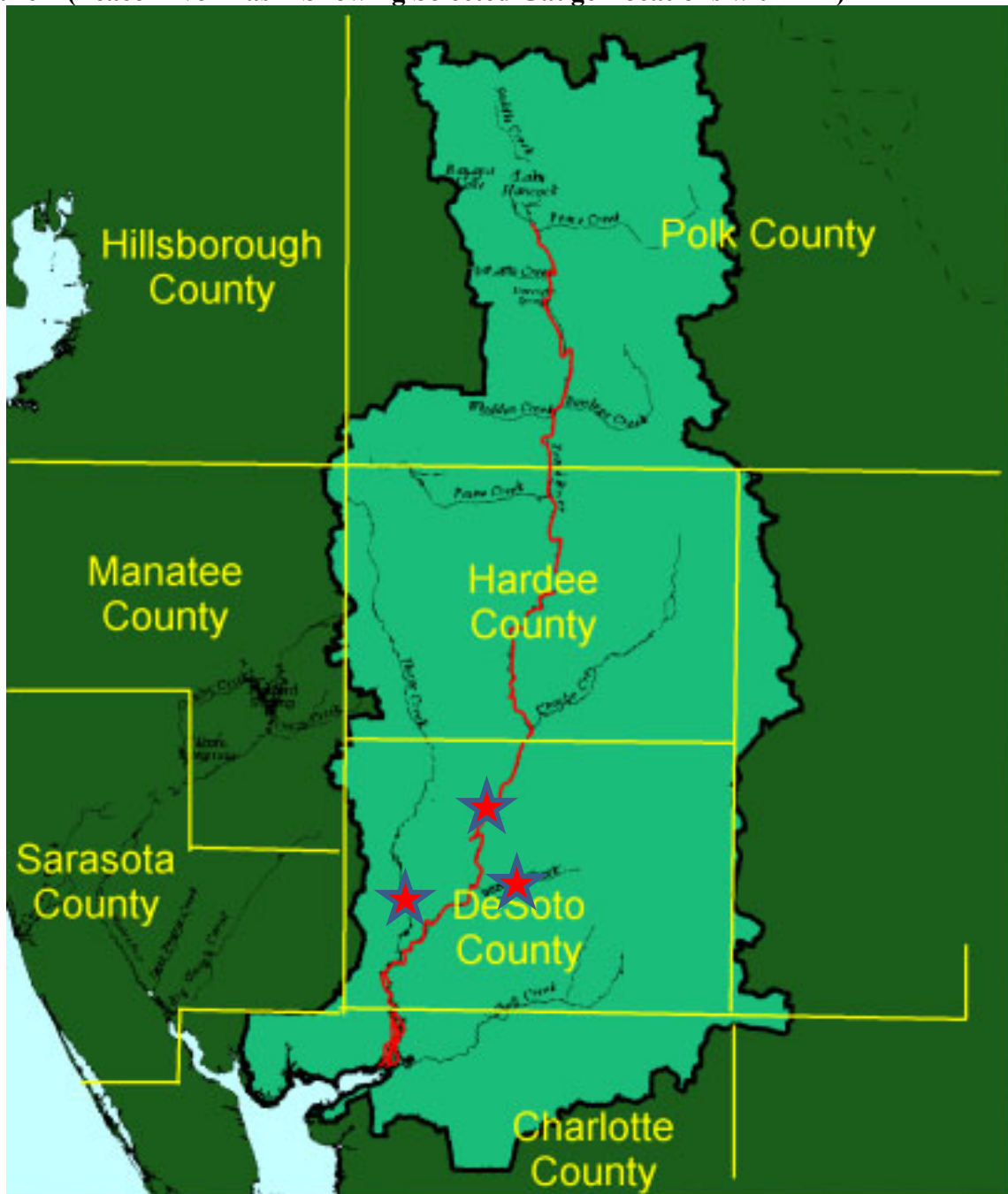
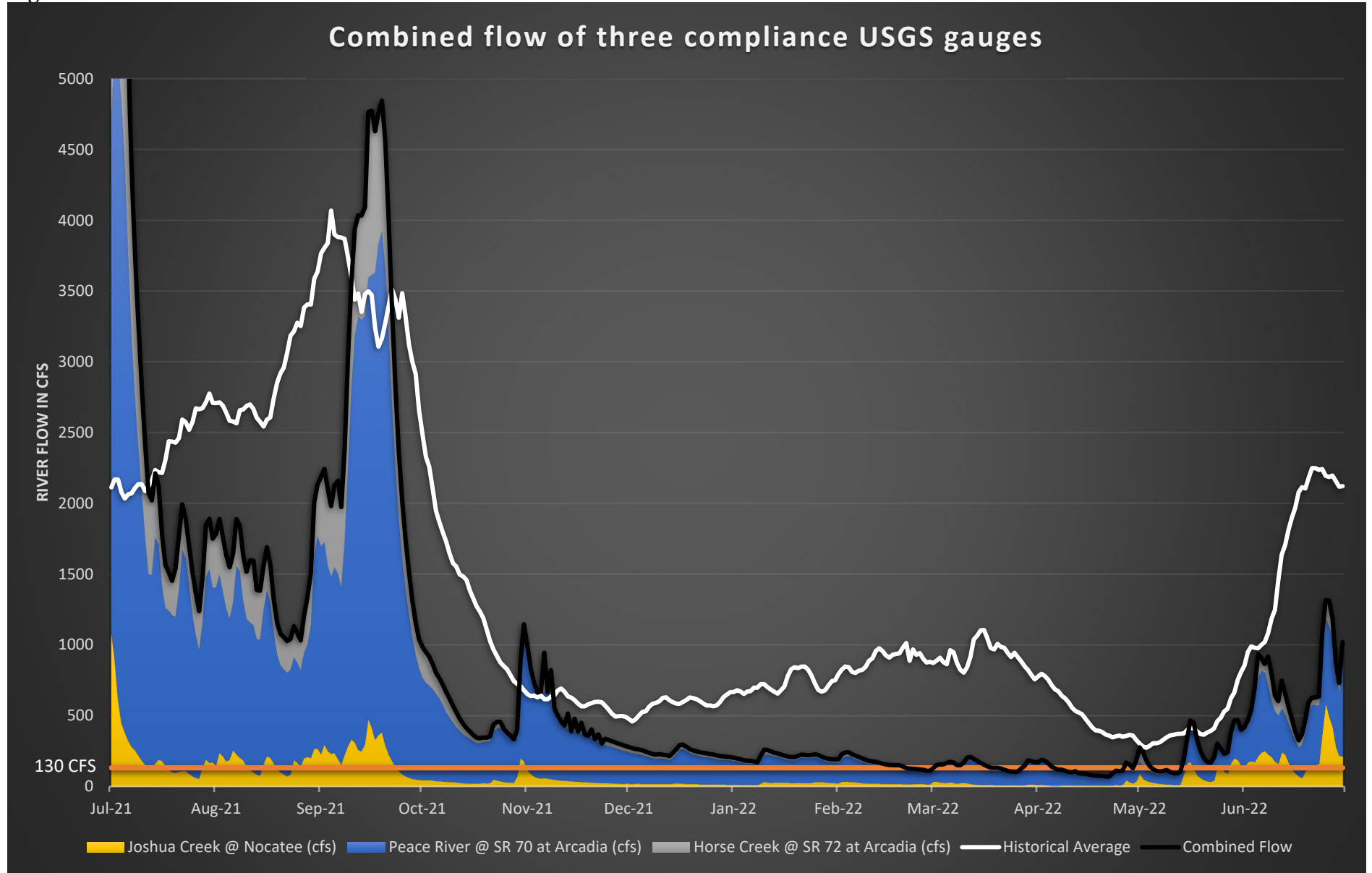


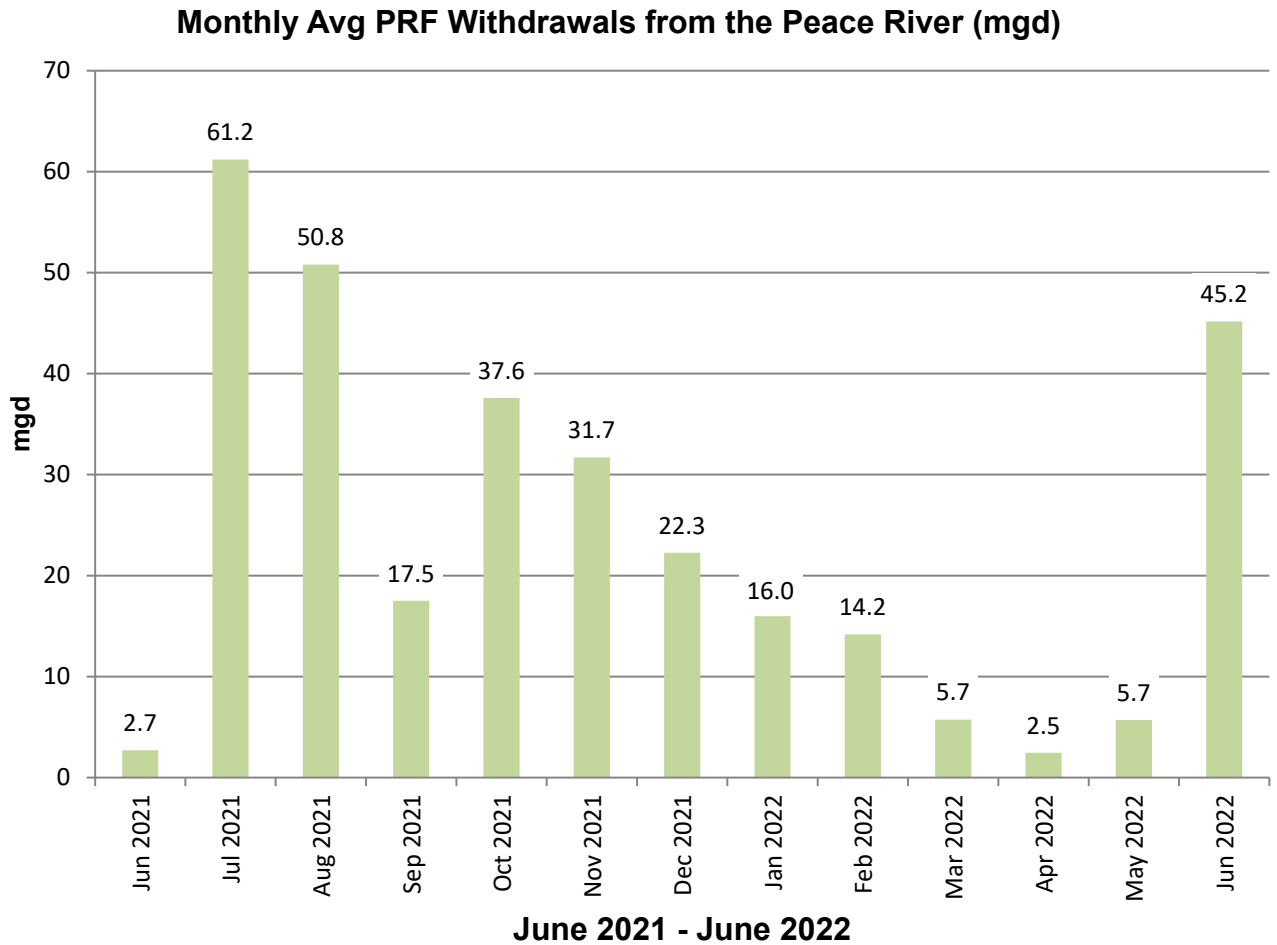
Figure 3



## River Withdrawals, Finished Water Production & Demand (June 2021 – Jun 2022)

**Figure 4** provides average daily river withdrawals for each of the last 13 months at the Peace River Facility in million gallons per day (MGD). River withdrawals increased in May and into June as a result of higher rainfall and resultant higher river flow. River flow and withdrawals increased in June with onset of the wet season/summer. Average withdrawals for June 2022 (45.2 MGD) were 42.5 MGD higher than those that occurred in June 2021 (2.7 MGD).

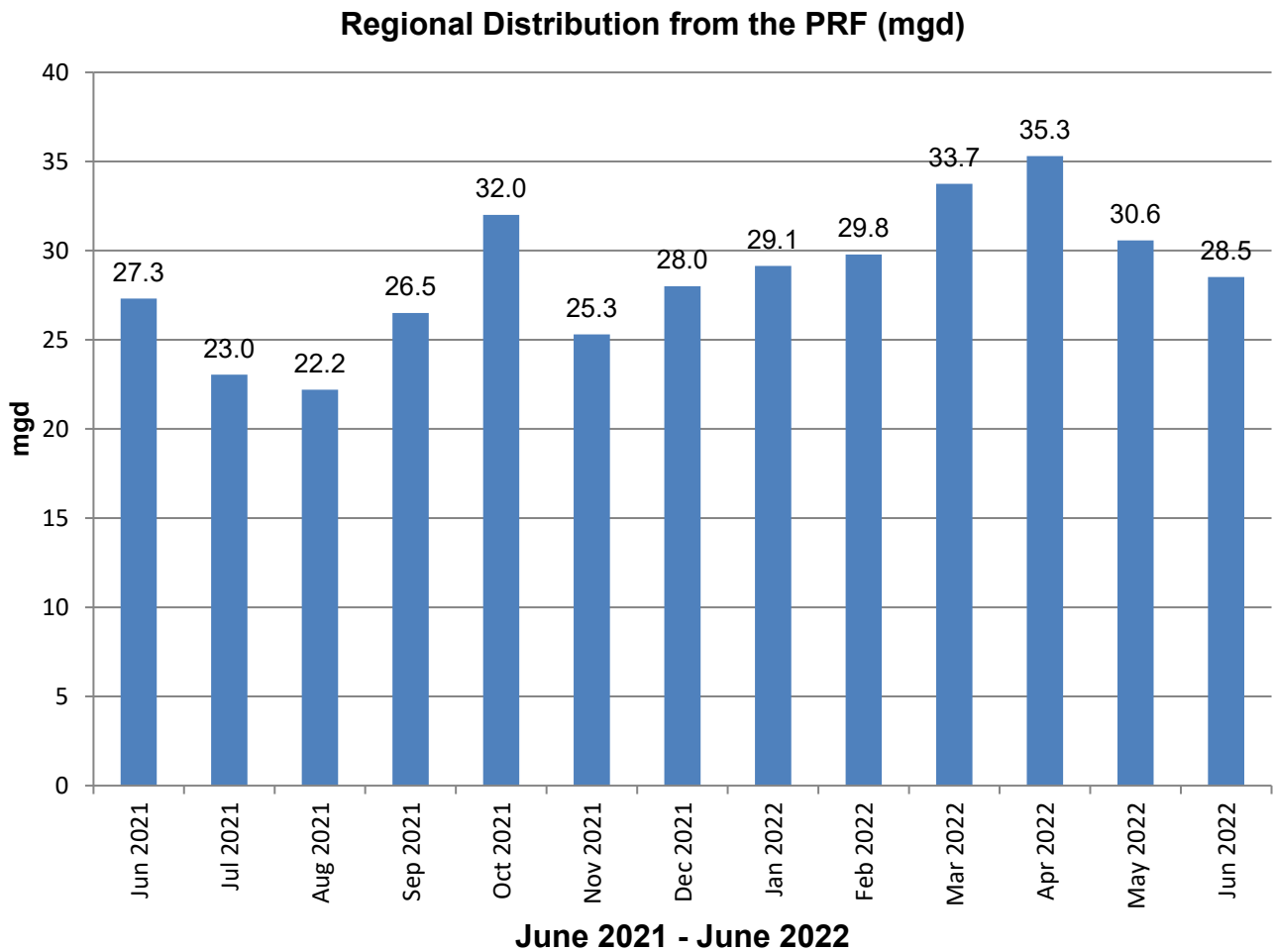
**Figure 4**



**Figure 5** shows average daily finished water distributed to regional network for each of the last 13-months in MGD. Finished water distribution decreased from April 2022 to June 2022 averaging 28.5 MGD in June, approximately 1.2 MGD more than in June 2021.

The routine exchange of water with the City of Punta Gorda is ongoing – with deliveries from the Region to the City south through the Phase 1 Pipeline on US 17 and return of flow from the City to the region north through the Phase 1A Pipeline. The exchange of water through regional pipelines maintains these facilities in a “ready-to-serve” condition at all times.

**Figure 5**



## Stored Supplies at the PRF

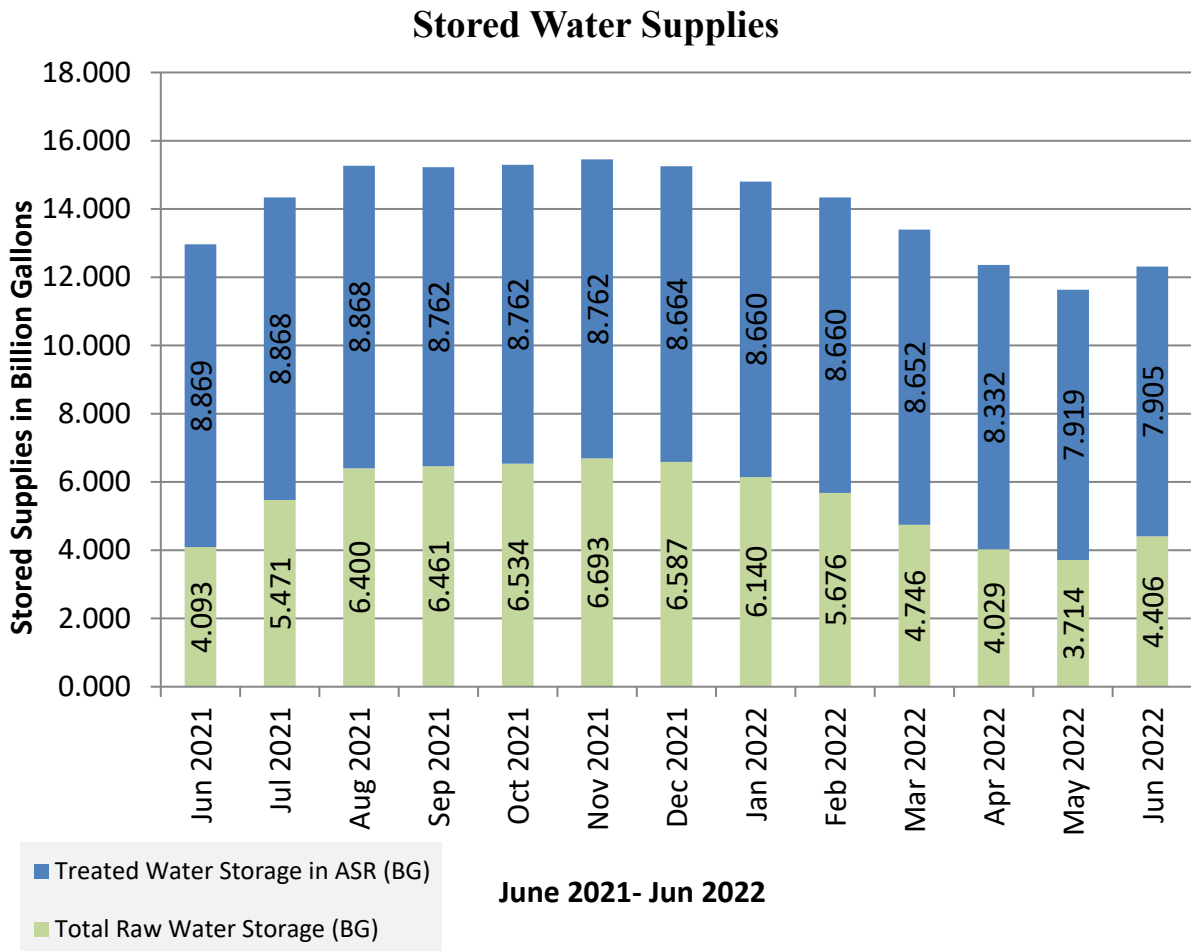
The Authority maintains two large capacity off-stream storage systems at the PRF. The primary storage is raw river water stored in Reservoir No. 1 and No. 2. When the flow in the River is high enough, a small percentage of that flow is harvested at the Authority's river intake pumping facility on the Peace River consistent with the permit-authorized diversion schedule and is stored in Reservoirs 1 and 2. Storage volumes in the reservoirs generally decline in the dry season due to lower flows and increase during the wet season as rainfall, flows and river diversions increase. During the hurricane season the permitted total combined raw water storage capacity in Reservoirs 1 and 2 is 6.5 billion gallons (BG). Outside of hurricane season, additional water can be safely stored up to 6.8 BG. **Total raw water stored as of June 30, 2022 was 4.41 BG, approximately 0.313 BG more than June 2021 (4.09 BG).**

The secondary storage option at the PRF is treated water stored in the Aquifer Storage and Recovery (ASR) system. The ASR system has a design storage capacity of 6.3 BG. However, practical storage capacity is substantially higher as evidenced by the 7.91 BG stored in the ASR system as of June 30, 2022. 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 during the wet season as excess treatment capacity (due to lower public water supply demand) and hydrologic conditions allow. Water recovered from ASR during the dry season is discharged to the surface reservoir system and undergoes full treatment again with the rest of the raw-water stream before delivery to Authority Customers. **This year, recovery from the ASR system began in early April and ended in early June totaling nearly a billion gallons recovered. Total ASR system storage as of June 30, 2022 was 7.91 BG, approximately 0.96 BG less than June 2021 (8.87 BG).**

Stored raw water supplies (combined storage in Reservoir No. 1 and No. 2) and stored water in the ASR system for the past year are shown in **Figure 6. The total water in storage as of June 30, 2022 was about 12.31 BG, approximately 0.651 BG lower than total storage in April 2021 (12.96 BG).**



Figure 6 –



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
August 3, 2022***

**ROUTINE STATUS REPORTS  
ITEM 2**

**Check Registers for May & June 2022**

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

**CHECK REGISTER: MAY & JUNE 2022**

**PUBLIC FUNDS INTEREST CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
05/05/2022		QuickBooks Payroll Service	\$ 97,972.04
05/06/2022	ACH4823	A C Schultes of Florida Inc	\$ 5,765.00
05/06/2022	ACH4824	AA ELECTRIC SE INC	\$ 875.00
05/06/2022	ACH4825	Air Mechanical & Service Corp	\$ 15,661.40
05/06/2022	ACH4826	AIRGAS SPECIALTY PRODUCTS	\$ 13,085.31
05/06/2022	ACH4827	AIRGAS USA LLC	\$ 228.99
05/06/2022	ACH4828	ALLIANCE FIRE & SAFETY	\$ 319.00
05/06/2022	ACH4829	ALLIED UNIVERSAL CORP	\$ 17,691.48
05/06/2022	ACH4830	ANN LEE (V)	\$ 390.00
05/06/2022	ACH4831	ASRUS LLC	\$ 4,950.00
05/06/2022	ACH4832	BATTERIES PLUS BULBS #451	\$ 593.80
05/06/2022	ACH4833	BENCHMARK ENVIROANALYTICAL INC	\$ 4,744.00
05/06/2022	ACH4834	C & S CHEMICALS INC	\$ 113,105.72
05/06/2022	ACH4835	CarbPure Technologies LLC	\$ 115,324.20
05/06/2022	ACH4836	CED - Port Charlotte	\$ 456.50
05/06/2022	ACH4837	CENTURYLINK	\$ 366.05
05/06/2022	ACH4838	CenturyLink-6358	\$ 1,628.71
05/06/2022	ACH4839	CHARLOTTE COUNTY BCC - LANDFILL	\$ 4,987.05
05/06/2022	ACH4840	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 105,601.22
05/06/2022	ACH4841	Cimtec Automation, LLC	\$ 2,466.20
05/06/2022	ACH4842	Cummins Power South	\$ 8,387.24
05/06/2022	ACH4843	DESOTO COUNTY (V)	\$ 66,333.33
05/06/2022	ACH4844	EARTH BALANCE	\$ 3,129.75
05/06/2022	ACH4845	FEDERAL EXPRESS	\$ 193.83
05/06/2022	ACH4846	Fisher Scientific	\$ 3,660.13
05/06/2022	ACH4847	Flotech INC	\$ 1,003.58
05/06/2022	ACH4848	FLUID CONTROL SPECIALTIES INC	\$ 2,555.94
05/06/2022	ACH4849	Frontier-941	\$ 206.88
05/06/2022	ACH4850	GRAY MATTER SYSTEMS INC	\$ 12,302.25
05/06/2022	ACH4851	Hach Company	\$ 2,539.98
05/06/2022	ACH4852	Heat Busters Air Conditioning & Heating	\$ 289.00
05/06/2022	ACH4853	HVMI LLC	\$ 813.50
05/06/2022	ACH4854	KEETON'S OFFICE & ART SUPPLY	\$ 1,254.30
05/06/2022	ACH4855	KIMLEY-HORN AND ASSOCIATES INC	\$ 9,550.68
05/06/2022	ACH4856	Locher Environmental LLC	\$ 6,547.15
05/06/2022	ACH4857	MANSON BOLVES DONALDSON VARN	\$ 34,125.39
05/06/2022	ACH4858	MSC INDUSTRIAL SUPPLY CO	\$ 2,248.34
05/06/2022	ACH4859	Navitas Credit Corp	\$ 211.58
05/06/2022	ACH4860	Palm Printing	\$ 770.00
05/06/2022	ACH4861	Poole & Kent Company of Florida	\$ 263,052.15
05/06/2022	ACH4862	PRO-CHEM INC	\$ 716.40
05/06/2022	ACH4863	PROGRESSIVE WATER RESOURCES LLC	\$ 9,333.65
05/06/2022	ACH4864	RING POWER CORPORATION	\$ 5,499.50
05/06/2022	ACH4865	ROGERS PETROLEUM INC	\$ 24,667.92
05/06/2022	ACH4866	SARASOTA HERALD TRIBUNE	\$ 220.00
05/06/2022	ACH4867	Sumner Land Management LLC	\$ 9,565.30
05/06/2022	ACH4868	SUNSHINE ACE HARDWARE	\$ 85.92
05/06/2022	ACH4869	ULINE	\$ 517.91
05/06/2022	ACH4870	UNIVAR SOLUTIONS USA INC	\$ 25,813.50
05/06/2022	ACH4871	USA Bluebook	\$ 7,953.53
05/06/2022	ACH4872	Vanguard Cleaning Systems of SW Florida	\$ 2,400.00
05/06/2022	ACH4873	Woodard & Curran Inc	\$ 44,964.50
05/06/2022	39513	AMAZON	\$ 5,666.40
05/06/2022	39514	Desoto Agriculture & Automotive Supply	\$ 415.33
05/06/2022	39515	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 1,810.96
05/06/2022	39516	DESOTO COUNTY WATER UTILITY	\$ 1,606.59
05/06/2022	39517	FLORIDA POWER & LIGHT COMPANY	\$ 186,374.55
05/06/2022	39518	HOME DEPOT	\$ 534.62
05/06/2022	39519	Manatee County Utilities Department	\$ 243.30
05/06/2022	39520	SPECIALTY PARTS	\$ 739.00

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

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**PUBLIC FUNDS INTEREST CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
05/06/2022	39521	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 416.97
05/06/2022	39522	TREASURY SOFTWARE CORP	\$ 959.40
05/06/2022	39523	UNITED STATES GEOLOGICAL SURVEY	\$ 8,265.00
05/06/2022	39524	Waste Pro Bradenton/Sarasota	\$ 190.00
05/06/2022	39525	WM F. McDonough Plumbing Inc	\$ 315.00
05/06/2022	ADBT5622	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
05/06/2022	DBT050722	United States Treasury	\$ 31,614.78
05/06/2022	dbt050622	Valic	\$ 8,216.03
05/19/2022		QuickBooks Payroll Service	\$ 98,672.26
05/20/2022	39526	BILL'S BOTTLED WATER SERVICE	\$ 27.00
05/20/2022	39527	Braden River Utilities LLC	\$ 106.33
05/20/2022	39528	DEPT OF BUSINESS & PROF. REGULATION	\$ 75.00
05/20/2022	39529	Desoto Agriculture & Automotive Supply	\$ 25.68
05/20/2022	39530	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 855.41
05/20/2022	39531	FENDER'S TIRE & BATTERY INC	\$ 170.00
05/20/2022	39532	FLORIDA DEPT OF ENVIRONMENTAL PROT	\$ 1,000.00
05/20/2022	39533	HOME DEPOT	\$ 97.05
05/20/2022	39534	Mader Electric Motors	\$ 1,139.00
05/20/2022	39535	NaturZone Pest Control	\$ 79.80
05/20/2022	39536	Risk Management Associates Inc	\$ 423,151.23
05/20/2022	39537	SMITH RANCH & GARDEN INC	\$ 833.00
05/20/2022	39538	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
05/20/2022	39539	VERIZON WIRELESS	\$ 26.75
05/20/2022	39540	WM F. McDonough Plumbing Inc	\$ 2,257.87
05/20/2022	ACH4874	Air Mechanical & Service Corp	\$ 300.00
05/20/2022	ACH4875	ALLIED UNIVERSAL CORP	\$ 10,134.38
05/20/2022	ACH4876	BENCHMARK ENVIROANALYTICAL INC	\$ 4,125.00
05/20/2022	ACH4877	BLACK & VEATCH	\$ 1,170.00
05/20/2022	ACH4878	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 433.48
05/20/2022	ACH4879	C & S CHEMICALS INC	\$ 112,861.00
05/20/2022	ACH4880	CarbPure Technologies LLC	\$ 24,221.40
05/20/2022	ACH4881	CED - Port Charlotte	\$ 1,355.50
05/20/2022	ACH4882	CINTAS	\$ 708.02
05/20/2022	ACH4883	COLE-PARMER INSTRUMENT CO	\$ 50.08
05/20/2022	ACH4884	CORONADO LAWN SERVICE OF FL	\$ 2,808.00
05/20/2022	ACH4885	CRUMPTON WELDING SUPPLY	\$ 143.58
05/20/2022	ACH4886	EARTH BALANCE	\$ 4,186.66
05/20/2022	ACH4887	Entech	\$ 8,159.38
05/20/2022	ACH4888	ENVIRONMENTAL PR GROUP	\$ 26,014.00
05/20/2022	ACH4889	Environmental Science Associates	\$ 2,430.00
05/20/2022	ACH4890	FEDERAL EXPRESS	\$ 71.62
05/20/2022	ACH4891	FEL-FT MYERS WATERWORKS	\$ 752.22
05/20/2022	ACH4892	Fisher Scientific	\$ 366.47
05/20/2022	ACH4893	FRONTIER COMMUNICATIONS-305	\$ 240.98
05/20/2022	ACH4994	Hach Company	\$ 2,385.02
05/20/2022	ACH4895	Hilltop Securities	\$ 1,500.00
05/20/2022	ACH4896	IDEXX DISTRIBUTION INC	\$ 270.17
05/20/2022	ACH4897	J H HAM ENGINEERING INC	\$ 55,265.03
05/20/2022	ACH4898	JOHNSON ENGINEERING INC	\$ 6,890.00
05/20/2022	ACH4899	KEETON'S OFFICE & ART SUPPLY	\$ 370.71
05/20/2022	ACH4900	KING ENGINEERING ASSOCIATES INC	\$ 15,166.24
05/20/2022	ACH4901	Matt's Lawn Service	\$ 2,985.00
05/20/2022	ACH4902	MOCK ENGINEERING INC	\$ 60.00
05/20/2022	ACH4903	MSC INDUSTRIAL SUPPLY CO	\$ 528.45
05/20/2022	ACH4904	Navitas Credit Corp	\$ 211.58
05/20/2022	ACH4905	PITNEY BOWES	\$ 200.00
05/20/2022	ACH4906	PROGRESSIVE WATER RESOURCES LLC	\$ 2,100.00
05/20/2022	ACH4907	SUN COAST MEDIA GROUP	\$ 495.00
05/20/2022	ACH4908	SUNSHINE ACE HARDWARE	\$ 157.50
05/20/2022	ACH4909	SUNSHINE STATE ONE CALL OF FL INC	\$ 57.98

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<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
05/20/2022	ACH4910	THE LAKE DOCTORS INC	\$ 5,600.00
05/20/2022	ACH4911	TRANSCAT INC	\$ 103.38
05/20/2022	ACH4912	TRINOVA INC.	\$ 6,116.61
05/20/2022	ACH4913	ULINE	\$ 251.46
05/20/2022	ACH4914	USA Bluebook	\$ 391.11
05/20/2022	ACH4915	VOYAGER FLEET SYSTEMS INC	\$ 4,791.72
05/20/2022	ACH4916	WOMACK SANITATION INC	\$ 750.00
05/20/2022	ADBT052022	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
05/20/2022	DBT052022	United States Treasury	\$ 31,795.74
05/20/2022	DBT5202022	Valic	\$ 8,271.86
05/20/2022	DBT052022	FLORIDA DIVISION OF RETIREMENT	\$ 45,037.11
05/25/2022	ACH05252022	PNC Bank	\$ 5,801.04
06/02/2022		QuickBooks Payroll Service	\$ 116,886.92
06/03/2022	39541	AMAZON	\$ 4,066.46
06/03/2022	39542	D M CONSTRUCTION CORP	\$ 10,636.95
06/03/2022	39543	DAVID CANNON WELL DRILLING INC	\$ 15,601.96
06/03/2022	39544	FLORIDA POWER & LIGHT COMPANY	\$ 185,613.33
06/03/2022	39545	Florida Rural Water Association	\$ 126.20
06/03/2022	39546	Gannett Holdings-Florida	\$ 440.60
06/03/2022	39547	GRAINGER	\$ 20.28
06/03/2022	39548	KED GROUP INC	\$ 21,640.00
06/03/2022	39549	SPECIALTY PARTS	\$ 264.96
06/03/2022	39550	THE SUN	\$ 167.31
06/03/2022	39551	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 53.94
06/03/2022	39552	VERIZON WIRELESS	\$ 72.14
06/03/2022	ACH4917	Abacus Web Services	\$ 1,000.00
06/03/2022	ACH4918	AECOM TECHNICAL SERVICES INC	\$ 9,516.09
06/03/2022	ACH4919	Air Mechanical & Service Corp	\$ 1,597.20
06/03/2022	ACH4920	ALLIED ELECTRONICS INC	\$ 1,113.00
06/03/2022	ACH4921	ALLIED UNIVERSAL CORP	\$ 25,016.95
06/03/2022	ACH4922	BATTERIES PLUS BULBS #451	\$ 22.50
06/03/2022	ACH4923	BENCHMARK ENVIROANALYTICAL INC	\$ 404.00
06/03/2022	ACH4924	BLACK & VEATCH	\$ 3,976.50
06/03/2022	ACH4925	Brenntag Mid-South Inc	\$ 38,391.16
06/03/2022	ACH4926	C & S CHEMICALS INC	\$ 89,641.58
06/03/2022	ACH4927	CED - Port Charlotte	\$ 502.41
06/03/2022	ACH4928	CENTURYLINK	\$ 366.05
06/03/2022	ACH4929	CenturyLink-6358	\$ 1,628.71
06/03/2022	ACH4930	Centurylink 3363	\$ 141.27
06/03/2022	ACH4931	CHARLOTTE COUNTY BCC - LANDFILL	\$ 4,501.84
06/03/2022	ACH4932	Cimtec Automation, LLC	\$ 459.10
06/03/2022	ACH4933	CINTAS FIRE 636525	\$ 117.00
06/03/2022	ACH4934	COLE-PARMER INSTRUMENT CO	\$ 279.43
06/03/2022	ACH4935	Creel Tractor Company	\$ 515.52
06/03/2022	ACH4936	Cummins Power South	\$ 2,730.60
06/03/2022	ACH4937	EARTH BALANCE	\$ 34,126.93
06/03/2022	ACH4938	ENDRESS+HAUSER, INC.	\$ 3,916.25
06/03/2022	ACH4939	FEDERAL EXPRESS	\$ 17.57
06/03/2022	ACH4940	FLUID CONTROL SPECIALTIES INC	\$ 2,555.94
06/03/2022	ACH4941	Frontier-941	\$ 206.88
06/03/2022	ACH4942	Hach Company	\$ 9,207.11
06/03/2022	ACH4943	HVMI LLC	\$ 13,899.05
06/03/2022	ACH4944	IDEXX DISTRIBUTION INC	\$ 919.93
06/03/2022	ACH4945	JANICKI ENVIRONMENTAL INC	\$ 30,276.00
06/03/2022	ACH4946	KEETON'S OFFICE & ART SUPPLY	\$ 502.38
06/03/2022	ACH4947	KIMLEY-HORN AND ASSOCIATES INC	\$ 14,215.14
06/03/2022	ACH4948	MANSON BOLVES DONALDSON VARN	\$ 32,740.89
06/03/2022	ACH4949	MCMaster-CARR SUPPLY CO	\$ 533.76
06/03/2022	ACH4950	PHENOVA INC	\$ 311.20
06/03/2022	ACH4951	PRO-CHEM INC	\$ 706.30



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<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
06/03/2022	ACH4952	PROGRESSIVE WATER RESOURCES LLC	\$ 1,332.50
06/03/2022	ACH4953	ROGERS PETROLEUM INC	\$ 2,337.60
06/03/2022	ACH4954	SENSIDYNE LP	\$ 544.89
06/03/2022	ACH4955	STANTEC CONSULTING SERVICES	\$ 3,106.31
06/03/2022	ACH4956	SUNSHINE ACE HARDWARE	\$ 157.67
06/03/2022	ACH4957	THE LAKE DOCTORS INC	\$ 2,800.00
06/03/2022	ACH4958	TRULY NOLEN BRANCH 079	\$ 275.00
06/03/2022	ACH4959	UNIVAR SOLUTIONS USA INC	\$ 16,563.54
06/03/2022	ACH4960	USA Bluebook	\$ 11.99
06/03/2022	ACH4961	Wade Trim INC	\$ 38,384.42
06/03/2022	ADBT060322	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
06/03/2022	DBT060322	United States Treasury	\$ 39,567.92
06/03/2022	dbt060322	Valic	\$ 9,177.39
06/16/2022		QuickBooks Payroll Service	\$ 106,419.07
06/17/2022	39553	BILL'S BOTTLED WATER SERVICE	\$ 32.25
06/17/2022	39554	Braden River Utilities LLC	\$ 106.33
06/17/2022	39555	CS3 Waterworks	\$ 1,670.00
06/17/2022	39556	FLORIDA DEPARTMENT OF STATE	\$ 67.34
06/17/2022	39557	FLORIDA DEPT OF TRANSPORTATION	\$ 10.59
06/17/2022	39558	HOME DEPOT	\$ 69.84
06/17/2022	39559	Manatee County Utilities Department	\$ 232.73
06/17/2022	39560	NaturZone Pest Control	\$ 79.80
06/17/2022	39561	PREFERRED GOVERNMENT INSURANCE TRUS	\$ 14,497.50
06/17/2022	39562	SUPER T	\$ 32.58
06/17/2022	39563	TIRE KINGDOM	\$ 75.24
06/17/2022	39564	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 49.98
06/17/2022	39565	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
06/17/2022	39566	UFLEF	\$ 2,000.00
06/17/2022	ACH4962	ADVANTAGE CARE INC.	\$ 40.00
06/17/2022	ACH4963	AIR CENTERS-FLORIDA	\$ 13,075.00
06/17/2022	ACH4964	Air Mechanical & Service Corp	\$ 3,300.00
06/17/2022	ACH4965	AIRGAS USA LLC	\$ 234.45
06/17/2022	ACH4966	ALLIED UNIVERSAL CORP	\$ 22,432.02
06/17/2022	ACH4967	ASSOC OF METROPOLITAN WATER AGENCY	\$ -
06/17/2022	ACH4968	BATTERIES PLUS BULBS #451	\$ 964.12
06/17/2022	ACH4969	BEAMEX INC	\$ 2,167.00
06/17/2022	ACH4970	BENCHMARK ENVIROANALYTICAL INC	\$ 2,637.50
06/17/2022	ACH4971	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 433.48
06/17/2022	ACH4972	Brenntag Mid-South Inc	\$ 38,247.56
06/17/2022	ACH4973	C & S CHEMICALS INC	\$ 113,231.30
06/17/2022	ACH4974	CED - Port Charlotte	\$ 2,971.46
06/17/2022	ACH4975	Centurylink 3363	\$ 141.27
06/17/2022	ACH4976	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 103,866.32
06/17/2022	ACH4977	CINTAS	\$ 597.04
06/17/2022	ACH4978	CORONADO LAWN SERVICE OF FL	\$ 4,005.00
06/17/2022	ACH4979	Creel Tractor Company	\$ 367.40
06/17/2022	ACH4980	Cummins Power South	\$ 2,660.25
06/17/2022	ACH4981	DESOTO COUNTY (V)	\$ 66,333.33
06/17/2022	ACH4982	Doug Morton (V)	\$ 231.03
06/17/2022	ACH4983	EARTH BALANCE	\$ 230.00
06/17/2022	ACH4984	Entech	\$ 4,922.44
06/17/2022	ACH4985	FEDERAL EXPRESS	\$ 23.17
06/17/2022	ACH4986	Fisher Scientific	\$ 1,947.98
06/17/2022	ACH4987	Flotech INC	\$ 86,857.04
06/17/2022	ACH4988	FRONTIER COMMUNICATIONS-305	\$ 240.98
06/17/2022	ACH4989	Hach Company	\$ 344.96
06/17/2022	ACH4990	HVMI LLC	\$ 13,457.85
06/17/2022	ACH4991	JANICKI ENVIRONMENTAL INC	\$ 47,986.00
06/17/2022	ACH4992	Jim Guida (V)	\$ 462.62
06/17/2022	ACH4993	KEETON'S OFFICE & ART SUPPLY	\$ 1,413.16

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<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
06/17/2022	ACH4994-1	Matt's Lawn Service	\$ 675.00
06/17/2022	ACH4995	Navitas Credit Corp	\$ 211.58
06/17/2022	ACH4996	PHENOVA INC	\$ 199.90
06/17/2022	ACH4997	Pitney Bowes- Lease	\$ 209.85
06/17/2022	ACH4998	PORT CHARLOTTE LOCK AND KEY	\$ 484.00
06/17/2022	ACH4999	Precision Gate & Security Inc	\$ 692.94
06/17/2022	ACH5000	SARASOTA HERALD TRIBUNE	\$ 297.00
06/17/2022	ACH5001	SENSIDYNE LP	\$ 731.00
06/17/2022	ACH5002	STANTEC CONSULTING SERVICES	\$ 49,209.79
06/17/2022	ACH5003	Sumner Land Management LLC	\$ 21,020.00
06/17/2022	ACH5004	SUNSHINE ACE HARDWARE	\$ 29.98
06/17/2022	ACH5005	SUNSHINE STATE ONE CALL OF FL INC	\$ 57.98
06/17/2022	ACH5006	TAMPA ARMATURE WORKS INC	\$ 7,977.00
06/17/2022	ACH5007	THE LAKE DOCTORS INC	\$ 2,800.00
06/17/2022	ACH5008	ULINE	\$ 319.09
06/17/2022	ACH5009	USA Bluebook	\$ 446.15
06/17/2022	ACH5010	Vanguard Cleaning Systems of SW Florida	\$ 2,400.00
06/17/2022	ACH5011	VOYAGER FLEET SYSTEMS INC	\$ 5,604.93
06/17/2022	ACH5012	WOMACK SANITATION INC	\$ 754.00
06/17/2022	ADBT061722	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
06/17/2022	DBT061722	United States Treasury	\$ 34,584.18
06/17/2022	dbt06172022	Valic	\$ 8,861.68
06/25/2022	ACH06252022	PNC Bank	\$ 6,461.58
<b>Total</b>			<b>\$ 3,836,077.06</b>

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<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
05/06/2022	ACH4823	A C Schultes of Florida Inc	\$ 5,765.00
05/06/2022	ACH4824	AA ELECTRIC SE INC	\$ 875.00
06/03/2022	ACH4917	Abacus Web Services	\$ 1,000.00
06/17/2022	ACH4962	ADVANTAGE CARE INC.	\$ 40.00
06/03/2022	ACH4918	AECOM TECHNICAL SERVICES INC	\$ 9,516.09
06/17/2022	ACH4963	AIR CENTERS-FLORIDA	\$ 13,075.00
05/06/2022	ACH4825	Air Mechanical & Service Corp	\$ 15,661.40
05/20/2022	ACH4874	Air Mechanical & Service Corp	\$ 300.00
06/03/2022	ACH4919	Air Mechanical & Service Corp	\$ 1,597.20
06/17/2022	ACH4964	Air Mechanical & Service Corp	\$ 3,300.00
05/06/2022	ACH4826	AIRGAS SPECIALTY PRODUCTS	\$ 13,085.31
05/06/2022	ACH4827	AIRGAS USA LLC	\$ 228.99
06/17/2022	ACH4965	AIRGAS USA LLC	\$ 234.45
05/06/2022	ACH4828	ALLIANCE FIRE & SAFETY	\$ 319.00
06/03/2022	ACH4920	ALLIED ELECTRONICS INC	\$ 1,113.00
05/06/2022	ACH4829	ALLIED UNIVERSAL CORP	\$ 17,691.48
05/20/2022	ACH4875	ALLIED UNIVERSAL CORP	\$ 10,134.38
06/03/2022	ACH4921	ALLIED UNIVERSAL CORP	\$ 25,016.95
06/17/2022	ACH4966	ALLIED UNIVERSAL CORP	\$ 22,432.02
05/06/2022	39513	AMAZON	\$ 5,666.40
06/03/2022	39541	AMAZON	\$ 4,066.46
05/06/2022	ACH4830	ANN LEE (V)	\$ 390.00
05/06/2022	ACH4831	ASRUS LLC	\$ 4,950.00
06/17/2022	ACH4967	ASSOC OF METROPOLITAN WATER AGENCY	\$ -
05/06/2022	ACH4832	BATTERIES PLUS BULBS #451	\$ 593.80
06/03/2022	ACH4922	BATTERIES PLUS BULBS #451	\$ 22.50
06/17/2022	ACH4968	BATTERIES PLUS BULBS #451	\$ 964.12
06/17/2022	ACH4969	BEAMEX INC	\$ 2,167.00
05/06/2022	ACH4833	BENCHMARK ENVIROANALYTICAL INC	\$ 4,744.00
05/20/2022	ACH4876	BENCHMARK ENVIROANALYTICAL INC	\$ 4,125.00
06/03/2022	ACH4923	BENCHMARK ENVIROANALYTICAL INC	\$ 404.00
06/17/2022	ACH4970	BENCHMARK ENVIROANALYTICAL INC	\$ 2,637.50
05/20/2022	39526	BILL'S BOTTLED WATER SERVICE	\$ 27.00
06/17/2022	39553	BILL'S BOTTLED WATER SERVICE	\$ 32.25
05/20/2022	ACH4877	BLACK & VEATCH	\$ 1,170.00
06/03/2022	ACH4924	BLACK & VEATCH	\$ 3,976.50
05/20/2022	ACH4878	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 433.48
06/17/2022	ACH4971	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 433.48
05/20/2022	39527	Braden River Utilities LLC	\$ 106.33
06/17/2022	39554	Braden River Utilities LLC	\$ 106.33
06/03/2022	ACH4925	Brenntag Mid-South Inc	\$ 38,391.16
06/17/2022	ACH4972	Brenntag Mid-South Inc	\$ 38,247.56
05/06/2022	ACH4834	C & S CHEMICALS INC	\$ 113,105.72
05/20/2022	ACH4879	C & S CHEMICALS INC	\$ 112,861.00
06/03/2022	ACH4926	C & S CHEMICALS INC	\$ 89,641.58
06/17/2022	ACH4973	C & S CHEMICALS INC	\$ 113,231.30
05/06/2022	ACH4835	CarbPure Technologies LLC	\$ 115,324.20
05/20/2022	ACH4880	CarbPure Technologies LLC	\$ 24,221.40
05/06/2022	ACH4836	CED - Port Charlotte	\$ 456.50
05/20/2022	ACH4881	CED - Port Charlotte	\$ 1,355.50
06/03/2022	ACH4927	CED - Port Charlotte	\$ 502.41
06/17/2022	ACH4974	CED - Port Charlotte	\$ 2,971.46
05/06/2022	ACH4837	CENTURYLINK	\$ 366.05
06/03/2022	ACH4928	CENTURYLINK	\$ 366.05
06/03/2022	ACH4930	Centurylink 3363	\$ 141.27
06/17/2022	ACH4975	Centurylink 3363	\$ 141.27
05/06/2022	ACH4838	CenturyLink-6358	\$ 1,628.71
06/03/2022	ACH4929	CenturyLink-6358	\$ 1,628.71
05/06/2022	ACH4839	CHARLOTTE COUNTY BCC - LANDFILL	\$ 4,987.05
06/03/2022	ACH4931	CHARLOTTE COUNTY BCC - LANDFILL	\$ 4,501.84

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Date	Document Number	Payee Name / Description	Amount
05/06/2022	ACH4840	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 105,601.22
06/17/2022	ACH4976	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 103,866.32
05/06/2022	ACH4841	Cimtec Automation, LLC	\$ 2,466.20
06/03/2022	ACH4932	Cimtec Automation, LLC	\$ 459.10
05/20/2022	ACH4882	CINTAS	\$ 708.02
06/17/2022	ACH4977	CINTAS	\$ 597.04
06/03/2022	ACH4933	CINTAS FIRE 636525	\$ 117.00
05/20/2022	ACH4883	COLE-PARMER INSTRUMENT CO	\$ 50.08
06/03/2022	ACH4934	COLE-PARMER INSTRUMENT CO	\$ 279.43
05/20/2022	ACH4884	CORONADO LAWN SERVICE OF FL	\$ 2,808.00
06/17/2022	ACH4978	CORONADO LAWN SERVICE OF FL	\$ 4,005.00
06/03/2022	ACH4935	Creel Tractor Company	\$ 515.52
06/17/2022	ACH4979	Creel Tractor Company	\$ 367.40
05/20/2022	ACH4885	CRUMPTON WELDING SUPPLY	\$ 143.58
06/17/2022	39555	CS3 Waterworks	\$ 1,670.00
05/06/2022	ACH4842	Cummins Power South	\$ 8,387.24
06/03/2022	ACH4936	Cummins Power South	\$ 2,730.60
06/17/2022	ACH4980	Cummins Power South	\$ 2,660.25
06/03/2022	39542	D M CONSTRUCTION CORP	\$ 10,636.95
06/03/2022	39543	DAVID CANNON WELL DRILLING INC	\$ 15,601.96
05/20/2022	39528	DEPT OF BUSINESS & PROF. REGULATION	\$ 75.00
05/06/2022	39514	Desoto Agriculture & Automotive Supply	\$ 415.33
05/20/2022	39529	Desoto Agriculture & Automotive Supply	\$ 25.68
05/06/2022	39515	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 1,810.96
05/20/2022	39530	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 855.41
05/06/2022	ACH4843	DESOTO COUNTY (V)	\$ 66,333.33
06/17/2022	ACH4981	DESOTO COUNTY (V)	\$ 66,333.33
05/06/2022	39516	DESOTO COUNTY WATER UTILITY	\$ 1,606.59
06/17/2022	ACH4982	Doug Morton (V)	\$ 231.03
05/06/2022	ACH4844	EARTH BALANCE	\$ 3,129.75
05/20/2022	ACH4886	EARTH BALANCE	\$ 4,186.66
06/03/2022	ACH4937	EARTH BALANCE	\$ 34,126.93
06/17/2022	ACH4983	EARTH BALANCE	\$ 230.00
06/03/2022	ACH4938	ENDRESS+HAUSER, INC.	\$ 3,916.25
05/20/2022	ACH4887	Entech	\$ 8,159.38
06/17/2022	ACH4984	Entech	\$ 4,922.44
05/20/2022	ACH4888	ENVIRONMENTAL PR GROUP	\$ 26,014.00
05/20/2022	ACH4889	Environmental Science Associates	\$ 2,430.00
05/06/2022	ACH4845	FEDERAL EXPRESS	\$ 193.83
05/20/2022	ACH4890	FEDERAL EXPRESS	\$ 71.62
06/03/2022	ACH4939	FEDERAL EXPRESS	\$ 17.57
06/17/2022	ACH4985	FEDERAL EXPRESS	\$ 23.17
05/20/2022	ACH4891	FEL-FT MYERS WATERWORKS	\$ 752.22
05/20/2022	39531	FENDER'S TIRE & BATTERY INC	\$ 170.00
05/06/2022	ACH4846	Fisher Scientific	\$ 3,660.13
05/20/2022	ACH4892	Fisher Scientific	\$ 366.47
06/17/2022	ACH4986	Fisher Scientific	\$ 1,947.98
06/17/2022	39556	FLORIDA DEPARTMENT OF STATE	\$ 67.34
05/20/2022	39532	FLORIDA DEPT OF ENVIRONMENTAL PROT	\$ 1,000.00
06/17/2022	39557	FLORIDA DEPT OF TRANSPORTATION	\$ 10.59
05/20/2022	DBT052022	FLORIDA DIVISION OF RETIREMENT	\$ 45,037.11
05/06/2022	39517	FLORIDA POWER & LIGHT COMPANY	\$ 186,374.55
06/03/2022	39544	FLORIDA POWER & LIGHT COMPANY	\$ 185,613.33
06/03/2022	39545	Florida Rural Water Association	\$ 126.20
05/06/2022	ACH4847	Flotech INC	\$ 1,003.58
06/17/2022	ACH4987	Flotech INC	\$ 86,857.04
05/06/2022	ACH4848	FLUID CONTROL SPECIALTIES INC	\$ 2,555.94
06/03/2022	ACH4940	FLUID CONTROL SPECIALTIES INC	\$ 2,555.94
05/20/2022	ACH4893	FRONTIER COMMUNICATIONS-305	\$ 240.98
06/17/2022	ACH4988	FRONTIER COMMUNICATIONS-305	\$ 240.98

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY****CHECK REGISTER: MAY & JUNE 2022****Alphabetically by Vendor****PUBLIC FUNDS INTEREST CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
05/06/2022	ACH4849	Frontier-941	\$ 206.88
06/03/2022	ACH4941	Frontier-941	\$ 206.88
06/03/2022	39546	Gannett Holdings-Florida	\$ 440.60
06/03/2022	39547	GRAINGER	\$ 20.28
05/06/2022	ACH4850	GRAY MATTER SYSTEMS INC	\$ 12,302.25
05/06/2022	ACH4851	Hach Company	\$ 2,539.98
05/20/2022	ACH4994	Hach Company	\$ 2,385.02
06/03/2022	ACH4942	Hach Company	\$ 9,207.11
06/17/2022	ACH4989	Hach Company	\$ 344.96
05/06/2022	ACH4852	Heat Busters Air Conditioning & Heating	\$ 289.00
05/20/2022	ACH4895	Hilltop Securities	\$ 1,500.00
05/06/2022	39518	HOME DEPOT	\$ 534.62
05/20/2022	39533	HOME DEPOT	\$ 97.05
06/17/2022	39558	HOME DEPOT	\$ 69.84
05/06/2022	ACH4853	HVMI LLC	\$ 813.50
06/03/2022	ACH4943	HVMI LLC	\$ 13,899.05
06/17/2022	ACH4990	HVMI LLC	\$ 13,457.85
05/20/2022	ACH4896	IDEXX DISTRIBUTION INC	\$ 270.17
06/03/2022	ACH4944	IDEXX DISTRIBUTION INC	\$ 919.93
05/20/2022	ACH4897	J H HAM ENGINEERING INC	\$ 55,265.03
06/03/2022	ACH4945	JANICKI ENVIRONMENTAL INC	\$ 30,276.00
06/17/2022	ACH4991	JANICKI ENVIRONMENTAL INC	\$ 47,986.00
06/17/2022	ACH4992	Jim Guida (V)	\$ 462.62
05/20/2022	ACH4898	JOHNSON ENGINEERING INC	\$ 6,890.00
06/03/2022	39548	KED GROUP INC	\$ 21,640.00
05/06/2022	ACH4854	KEETON'S OFFICE & ART SUPPLY	\$ 1,254.30
05/20/2022	ACH4899	KEETON'S OFFICE & ART SUPPLY	\$ 370.71
06/03/2022	ACH4946	KEETON'S OFFICE & ART SUPPLY	\$ 502.38
06/17/2022	ACH4993	KEETON'S OFFICE & ART SUPPLY	\$ 1,413.16
05/06/2022	ACH4855	KIMLEY-HORN AND ASSOCIATES INC	\$ 9,550.68
06/03/2022	ACH4947	KIMLEY-HORN AND ASSOCIATES INC	\$ 14,215.14
05/20/2022	ACH4900	KING ENGINEERING ASSOCIATES INC	\$ 15,166.24
05/06/2022	ACH4856	Locher Environmental LLC	\$ 6,547.15
05/20/2022	39534	Mader Electric Motors	\$ 1,139.00
05/06/2022	39519	Manatee County Utilities Department	\$ 243.30
06/17/2022	39559	Manatee County Utilities Department	\$ 232.73
05/06/2022	ACH4857	MANSON BOLVES DONALDSON VARN	\$ 34,125.39
06/03/2022	ACH4948	MANSON BOLVES DONALDSON VARN	\$ 32,740.89
05/20/2022	ACH4901	Matt's Lawn Service	\$ 2,985.00
06/17/2022	ACH4994-1	Matt's Lawn Service	\$ 675.00
06/03/2022	ACH4949	MCMASTER-CARR SUPPLY CO	\$ 533.76
05/20/2022	ACH4902	MOCK ENGINEERING INC	\$ 60.00
05/06/2022	ACH4858	MSC INDUSTRIAL SUPPLY CO	\$ 2,248.34
05/20/2022	ACH4903	MSC INDUSTRIAL SUPPLY CO	\$ 528.45
05/20/2022	39535	NaturZone Pest Control	\$ 79.80
06/17/2022	39560	NaturZone Pest Control	\$ 79.80
05/06/2022	ACH4859	Navitas Credit Corp	\$ 211.58
05/20/2022	ACH4904	Navitas Credit Corp	\$ 211.58
06/17/2022	ACH4995	Navitas Credit Corp	\$ 211.58
05/06/2022	ACH4860	Palm Printing	\$ 770.00
06/03/2022	ACH4950	PHENOVA INC	\$ 311.20
06/17/2022	ACH4996	PHENOVA INC	\$ 199.90
05/20/2022	ACH4905	PITNEY BOWES	\$ 200.00
06/17/2022	ACH4997	Pitney Bowes- Lease	\$ 209.85
05/25/2022	ACH05252022	PNC Bank	\$ 5,801.04
06/25/2022	ACH06252022	PNC Bank	\$ 6,461.58
05/06/2022	ACH4861	Poole & Kent Company of Florida	\$ 263,052.15
06/17/2022	ACH4998	PORT CHARLOTTE LOCK AND KEY	\$ 484.00
06/17/2022	ACH4999	Precision Gate & Security Inc	\$ 692.94
06/17/2022	39561	PREFERRED GOVERNMENT INSURANCE TRUS	\$ 14,497.50



**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY****CHECK REGISTER: MAY & JUNE 2022****Alphabetically by Vendor****PUBLIC FUNDS INTEREST CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
05/06/2022	ACH4862	PRO-CHEM INC	\$ 716.40
06/03/2022	ACH4951	PRO-CHEM INC	\$ 706.30
05/06/2022	ACH4863	PROGRESSIVE WATER RESOURCES LLC	\$ 9,333.65
05/20/2022	ACH4906	PROGRESSIVE WATER RESOURCES LLC	\$ 2,100.00
06/03/2022	ACH4952	PROGRESSIVE WATER RESOURCES LLC	\$ 1,332.50
05/05/2022		QuickBooks Payroll Service	\$ 97,972.04
05/19/2022		QuickBooks Payroll Service	\$ 98,672.26
06/02/2022		QuickBooks Payroll Service	\$ 116,886.92
06/16/2022		QuickBooks Payroll Service	\$ 106,419.07
05/06/2022	ACH4864	RING POWER CORPORATION	\$ 5,499.50
05/20/2022	39536	Risk Management Associates Inc	\$ 423,151.23
05/06/2022	ACH4865	ROGERS PETROLEUM INC	\$ 24,667.92
06/03/2022	ACH4953	ROGERS PETROLEUM INC	\$ 2,337.60
05/06/2022	ACH4866	SARASOTA HERALD TRIBUNE	\$ 220.00
06/17/2022	ACH5000	SARASOTA HERALD TRIBUNE	\$ 297.00
06/03/2022	ACH4954	SENSIDYNE LP	\$ 544.89
06/17/2022	ACH5001	SENSIDYNE LP	\$ 731.00
05/20/2022	39537	SMITH RANCH & GARDEN INC	\$ 833.00
05/06/2022	39520	SPECIALTY PARTS	\$ 739.00
06/03/2022	39549	SPECIALTY PARTS	\$ 264.96
06/03/2022	ACH4955	STANTEC CONSULTING SERVICES	\$ 3,106.31
06/17/2022	ACH5002	STANTEC CONSULTING SERVICES	\$ 49,209.79
05/06/2022	ADBT5622	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
05/20/2022	ADBT052022	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
06/03/2022	ADBT060322	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
06/17/2022	ADBT061722	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
05/06/2022	ACH4867	Sumner Land Management LLC	\$ 9,565.30
06/17/2022	ACH5003	Sumner Land Management LLC	\$ 21,020.00
05/20/2022	ACH4907	SUN COAST MEDIA GROUP	\$ 495.00
05/06/2022	ACH4868	SUNSHINE ACE HARDWARE	\$ 85.92
05/20/2022	ACH4908	SUNSHINE ACE HARDWARE	\$ 157.50
06/03/2022	ACH4956	SUNSHINE ACE HARDWARE	\$ 157.67
06/17/2022	ACH5004	SUNSHINE ACE HARDWARE	\$ 29.98
05/20/2022	ACH4909	SUNSHINE STATE ONE CALL OF FL INC	\$ 57.98
06/17/2022	ACH5005	SUNSHINE STATE ONE CALL OF FL INC	\$ 57.98
06/17/2022	39562	SUPER T	\$ 32.58
06/17/2022	ACH5006	TAMPA ARMATURE WORKS INC	\$ 7,977.00
05/20/2022	ACH4910	THE LAKE DOCTORS INC	\$ 5,600.00
06/03/2022	ACH4957	THE LAKE DOCTORS INC	\$ 2,800.00
06/17/2022	ACH5007	THE LAKE DOCTORS INC	\$ 2,800.00
06/03/2022	39550	THE SUN	\$ 167.31
06/17/2022	39563	TIRE KINGDOM	\$ 75.24
05/06/2022	39521	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 416.97
06/03/2022	39551	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 53.94
06/17/2022	39564	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 49.98
05/20/2022	ACH4911	TRANSCAT INC	\$ 103.38
05/06/2022	39522	TREASURY SOFTWARE CORP	\$ 959.40
05/20/2022	ACH4912	TRINOVA INC.	\$ 6,116.61
06/03/2022	ACH4958	TRULY NOLEN BRANCH 079	\$ 275.00
05/20/2022	39538	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
06/17/2022	39565	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
06/17/2022	39566	UFLEF	\$ 2,000.00
05/06/2022	ACH4869	ULINE	\$ 517.91
05/20/2022	ACH4913	ULINE	\$ 251.46
06/17/2022	ACH5008	ULINE	\$ 319.09
05/06/2022	39523	UNITED STATES GEOLOGICAL SURVEY	\$ 8,265.00
05/06/2022	DBT050722	United States Treasury	\$ 31,614.78
05/20/2022	DBT052022	United States Treasury	\$ 31,795.74
06/03/2022	DBT060322	United States Treasury	\$ 39,567.92
06/17/2022	DBT061722	United States Treasury	\$ 34,584.18

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<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
05/06/2022	ACH4870	UNIVAR SOLUTIONS USA INC	\$ 25,813.50
06/03/2022	ACH4959	UNIVAR SOLUTIONS USA INC	\$ 16,563.54
05/06/2022	ACH4871	USA Bluebook	\$ 7,953.53
05/20/2022	ACH4914	USA Bluebook	\$ 391.11
06/03/2022	ACH4960	USA Bluebook	\$ 11.99
06/17/2022	ACH5009	USA Bluebook	\$ 446.15
05/06/2022	dbt050622	Valic	\$ 8,216.03
05/20/2022	DBT5202022	Valic	\$ 8,271.86
06/03/2022	dbt060322	Valic	\$ 9,177.39
06/17/2022	dbt06172022	Valic	\$ 8,861.68
05/06/2022	ACH4872	Vanguard Cleaning Systems of SW Florida	\$ 2,400.00
06/17/2022	ACH5010	Vanguard Cleaning Systems of SW Florida	\$ 2,400.00
05/20/2022	39539	VERIZON WIRELESS	\$ 26.75
06/03/2022	39552	VERIZON WIRELESS	\$ 72.14
05/20/2022	ACH4915	VOYAGER FLEET SYSTEMS INC	\$ 4,791.72
06/17/2022	ACH5011	VOYAGER FLEET SYSTEMS INC	\$ 5,604.93
06/03/2022	ACH4961	Wade Trim INC	\$ 38,384.42
05/06/2022	39524	Waste Pro Bradenton/Sarasota	\$ 190.00
05/06/2022	39525	WM F. McDonough Plumbing Inc	\$ 315.00
05/20/2022	39540	WM F. McDonough Plumbing Inc	\$ 2,257.87
05/20/2022	ACH4916	WOMACK SANITATION INC	\$ 750.00
06/17/2022	ACH5012	WOMACK SANITATION INC	\$ 754.00
05/06/2022	ACH4873	Woodard & Curran Inc	\$ 44,964.50
		<b>Total</b>	<b>\$ 3,836,077.06</b>

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<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
05/20/2022	39536	Risk Management Associates Inc	\$ 423,151.23
05/06/2022	ACH4861	Poole & Kent Company of Florida	\$ 263,052.15
05/06/2022	39517	FLORIDA POWER & LIGHT COMPANY	\$ 186,374.55
06/03/2022	39544	FLORIDA POWER & LIGHT COMPANY	\$ 185,613.33
06/02/2022		QuickBooks Payroll Service	\$ 116,886.92
05/06/2022	ACH4835	CarbPure Technologies LLC	\$ 115,324.20
06/17/2022	ACH4973	C & S CHEMICALS INC	\$ 113,231.30
05/06/2022	ACH4834	C & S CHEMICALS INC	\$ 113,105.72
05/20/2022	ACH4879	C & S CHEMICALS INC	\$ 112,861.00
06/16/2022		QuickBooks Payroll Service	\$ 106,419.07
05/06/2022	ACH4840	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 105,601.22
06/17/2022	ACH4976	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 103,866.32
05/19/2022		QuickBooks Payroll Service	\$ 98,672.26
05/05/2022		QuickBooks Payroll Service	\$ 97,972.04
06/03/2022	ACH4926	C & S CHEMICALS INC	\$ 89,641.58
06/17/2022	ACH4987	Flotech INC	\$ 86,857.04
05/06/2022	ACH4843	DESOTO COUNTY (V)	\$ 66,333.33
06/17/2022	ACH4981	DESOTO COUNTY (V)	\$ 66,333.33
05/20/2022	ACH4897	J H HAM ENGINEERING INC	\$ 55,265.03
06/17/2022	ACH5002	STANTEC CONSULTING SERVICES	\$ 49,209.79
06/17/2022	ACH4991	JANICKI ENVIRONMENTAL INC	\$ 47,986.00
05/20/2022	DBT052022	FLORIDA DIVISION OF RETIREMENT	\$ 45,037.11
05/06/2022	ACH4873	Woodard & Curran Inc	\$ 44,964.50
06/03/2022	DBT060322	United States Treasury	\$ 39,567.92
06/03/2022	ACH4925	Brenntag Mid-South Inc	\$ 38,391.16
06/03/2022	ACH4961	Wade Trim INC	\$ 38,384.42
06/17/2022	ACH4972	Brenntag Mid-South Inc	\$ 38,247.56
06/17/2022	DBT061722	United States Treasury	\$ 34,584.18
06/03/2022	ACH4937	EARTH BALANCE	\$ 34,126.93
05/06/2022	ACH4857	MANSON BOLVES DONALDSON VARN	\$ 34,125.39
06/03/2022	ACH4948	MANSON BOLVES DONALDSON VARN	\$ 32,740.89
05/20/2022	DBT052022	United States Treasury	\$ 31,795.74
05/06/2022	DBT050722	United States Treasury	\$ 31,614.78
06/03/2022	ACH4945	JANICKI ENVIRONMENTAL INC	\$ 30,276.00
05/20/2022	ACH4888	ENVIRONMENTAL PR GROUP	\$ 26,014.00
05/06/2022	ACH4870	UNIVAR SOLUTIONS USA INC	\$ 25,813.50
06/03/2022	ACH4921	ALLIED UNIVERSAL CORP	\$ 25,016.95
05/06/2022	ACH4865	ROGERS PETROLEUM INC	\$ 24,667.92
05/20/2022	ACH4880	CarbPure Technologies LLC	\$ 24,221.40
06/17/2022	ACH4966	ALLIED UNIVERSAL CORP	\$ 22,432.02
06/03/2022	39548	KED GROUP INC	\$ 21,640.00
06/17/2022	ACH5003	Sumner Land Management LLC	\$ 21,020.00
05/06/2022	ACH4829	ALLIED UNIVERSAL CORP	\$ 17,691.48
06/03/2022	ACH4959	UNIVAR SOLUTIONS USA INC	\$ 16,563.54
05/06/2022	ACH4825	Air Mechanical & Service Corp	\$ 15,661.40
06/03/2022	39543	DAVID CANNON WELL DRILLING INC	\$ 15,601.96
05/20/2022	ACH4900	KING ENGINEERING ASSOCIATES INC	\$ 15,166.24
06/17/2022	39561	PREFERRED GOVERNMENT INSURANCE TRUS	\$ 14,497.50
06/03/2022	ACH4947	KIMLEY-HORN AND ASSOCIATES INC	\$ 14,215.14
06/03/2022	ACH4943	HVMI LLC	\$ 13,899.05
06/17/2022	ACH4990	HVMI LLC	\$ 13,457.85
05/06/2022	ACH4826	AIRGAS SPECIALTY PRODUCTS	\$ 13,085.31
06/17/2022	ACH4963	AIR CENTERS-FLORIDA	\$ 13,075.00
05/06/2022	ACH4850	GRAY MATTER SYSTEMS INC	\$ 12,302.25
06/03/2022	39542	D M CONSTRUCTION CORP	\$ 10,636.95
05/20/2022	ACH4875	ALLIED UNIVERSAL CORP	\$ 10,134.38
05/06/2022	ACH4867	Sumner Land Management LLC	\$ 9,565.30
05/06/2022	ACH4855	KIMLEY-HORN AND ASSOCIATES INC	\$ 9,550.68
06/03/2022	ACH4918	AECOM TECHNICAL SERVICES INC	\$ 9,516.09
05/06/2022	ACH4863	PROGRESSIVE WATER RESOURCES LLC	\$ 9,333.65

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<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
06/03/2022	ACH4942	Hach Company	\$ 9,207.11
06/03/2022	dbt060322	Valic	\$ 9,177.39
06/17/2022	dbt06172022	Valic	\$ 8,861.68
05/06/2022	ACH4842	Cummins Power South	\$ 8,387.24
05/20/2022	DBT5202022	Valic	\$ 8,271.86
05/06/2022	39523	UNITED STATES GEOLOGICAL SURVEY	\$ 8,265.00
05/06/2022	dbt050622	Valic	\$ 8,216.03
05/20/2022	ACH4887	Entech	\$ 8,159.38
06/17/2022	ACH5006	TAMPA ARMATURE WORKS INC	\$ 7,977.00
05/06/2022	ACH4871	USA Bluebook	\$ 7,953.53
05/20/2022	ACH4898	JOHNSON ENGINEERING INC	\$ 6,890.00
05/06/2022	ACH4856	Locher Environmental LLC	\$ 6,547.15
06/25/2022	ACH06252022	PNC Bank	\$ 6,461.58
05/20/2022	ACH4912	TRINOVA INC.	\$ 6,116.61
05/25/2022	ACH05252022	PNC Bank	\$ 5,801.04
05/06/2022	ACH4823	A C Schultes of Florida Inc	\$ 5,765.00
05/06/2022	39513	AMAZON	\$ 5,666.40
06/17/2022	ACH5011	VOYAGER FLEET SYSTEMS INC	\$ 5,604.93
05/20/2022	ACH4910	THE LAKE DOCTORS INC	\$ 5,600.00
05/06/2022	ACH4864	RING POWER CORPORATION	\$ 5,499.50
05/06/2022	ACH4839	CHARLOTTE COUNTY BCC - LANDFILL	\$ 4,987.05
05/06/2022	ACH4831	ASRUS LLC	\$ 4,950.00
06/17/2022	ACH4984	Entech	\$ 4,922.44
05/20/2022	ACH4915	VOYAGER FLEET SYSTEMS INC	\$ 4,791.72
05/06/2022	ACH4833	BENCHMARK ENVIROANALYTICAL INC	\$ 4,744.00
06/03/2022	ACH4931	CHARLOTTE COUNTY BCC - LANDFILL	\$ 4,501.84
05/20/2022	ACH4886	EARTH BALANCE	\$ 4,186.66
05/20/2022	ACH4876	BENCHMARK ENVIROANALYTICAL INC	\$ 4,125.00
06/03/2022	39541	AMAZON	\$ 4,066.46
06/17/2022	ACH4978	CORONADO LAWN SERVICE OF FL	\$ 4,005.00
06/03/2022	ACH4924	BLACK & VEATCH	\$ 3,976.50
06/03/2022	ACH4938	ENDRESS+HAUSER, INC.	\$ 3,916.25
05/06/2022	ACH4846	Fisher Scientific	\$ 3,660.13
06/17/2022	ACH4964	Air Mechanical & Service Corp	\$ 3,300.00
05/06/2022	ACH4844	EARTH BALANCE	\$ 3,129.75
06/03/2022	ACH4955	STANTEC CONSULTING SERVICES	\$ 3,106.31
05/20/2022	ACH4901	Matt's Lawn Service	\$ 2,985.00
06/17/2022	ACH4974	CED - Port Charlotte	\$ 2,971.46
05/20/2022	ACH4884	CORONADO LAWN SERVICE OF FL	\$ 2,808.00
06/03/2022	ACH4957	THE LAKE DOCTORS INC	\$ 2,800.00
06/17/2022	ACH5007	THE LAKE DOCTORS INC	\$ 2,800.00
06/03/2022	ACH4936	Cummins Power South	\$ 2,730.60
06/17/2022	ACH4980	Cummins Power South	\$ 2,660.25
06/17/2022	ACH4970	BENCHMARK ENVIROANALYTICAL INC	\$ 2,637.50
05/06/2022	ACH4848	FLUID CONTROL SPECIALTIES INC	\$ 2,555.94
06/03/2022	ACH4940	FLUID CONTROL SPECIALTIES INC	\$ 2,555.94
05/06/2022	ACH4851	Hach Company	\$ 2,539.98
05/06/2022	ACH4841	Cimtec Automation, LLC	\$ 2,466.20
05/20/2022	ACH4889	Environmental Science Associates	\$ 2,430.00
05/06/2022	ACH4872	Vanguard Cleaning Systems of SW Florida	\$ 2,400.00
06/17/2022	ACH5010	Vanguard Cleaning Systems of SW Florida	\$ 2,400.00
05/20/2022	ACH4994	Hach Company	\$ 2,385.02
06/03/2022	ACH4953	ROGERS PETROLEUM INC	\$ 2,337.60
05/20/2022	39540	WM F. McDonough Plumbing Inc	\$ 2,257.87
05/06/2022	ACH4858	MSC INDUSTRIAL SUPPLY CO	\$ 2,248.34
06/17/2022	ACH4969	BEAMEX INC	\$ 2,167.00
05/20/2022	ACH4906	PROGRESSIVE WATER RESOURCES LLC	\$ 2,100.00
06/17/2022	39566	UFLEF	\$ 2,000.00
06/17/2022	ACH4986	Fisher Scientific	\$ 1,947.98
05/06/2022	39515	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 1,810.96

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

**CHECK REGISTER: MAY & JUNE 2022**

**By Amount Largest to Smallest**

**PUBLIC FUNDS INTEREST CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
06/17/2022	39555	CS3 Waterworks	\$ 1,670.00
05/06/2022	ACH4838	CenturyLink-6358	\$ 1,628.71
06/03/2022	ACH4929	CenturyLink-6358	\$ 1,628.71
05/06/2022	39516	DESOTO COUNTY WATER UTILITY	\$ 1,606.59
06/03/2022	ACH4919	Air Mechanical & Service Corp	\$ 1,597.20
05/20/2022	ACH4895	Hilltop Securities	\$ 1,500.00
06/17/2022	ACH4993	KEETON'S OFFICE & ART SUPPLY	\$ 1,413.16
05/20/2022	ACH4881	CED - Port Charlotte	\$ 1,355.50
06/03/2022	ACH4952	PROGRESSIVE WATER RESOURCES LLC	\$ 1,332.50
05/06/2022	ACH4854	KEETON'S OFFICE & ART SUPPLY	\$ 1,254.30
05/20/2022	ACH4877	BLACK & VEATCH	\$ 1,170.00
05/20/2022	39534	Mader Electric Motors	\$ 1,139.00
06/03/2022	ACH4920	ALLIED ELECTRONICS INC	\$ 1,113.00
05/20/2022	39538	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
06/17/2022	39565	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
05/06/2022	ACH4847	Flotech INC	\$ 1,003.58
06/03/2022	ACH4917	Abacus Web Services	\$ 1,000.00
05/20/2022	39532	FLORIDA DEPT OF ENVIRONMENTAL PROT	\$ 1,000.00
06/17/2022	ACH4968	BATTERIES PLUS BULBS #451	\$ 964.12
05/06/2022	39522	TREASURY SOFTWARE CORP	\$ 959.40
06/03/2022	ACH4944	IDEXX DISTRIBUTION INC	\$ 919.93
05/06/2022	ACH4824	AA ELECTRIC SE INC	\$ 875.00
05/20/2022	39530	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 855.41
05/20/2022	39537	SMITH RANCH & GARDEN INC	\$ 833.00
05/06/2022	ACH4853	HVMI LLC	\$ 813.50
05/06/2022	ACH4860	Palm Printing	\$ 770.00
06/17/2022	ACH5012	WOMACK SANITATION INC	\$ 754.00
05/20/2022	ACH4891	FEL-FT MYERS WATERWORKS	\$ 752.22
05/20/2022	ACH4916	WOMACK SANITATION INC	\$ 750.00
05/06/2022	39520	SPECIALTY PARTS	\$ 739.00
06/17/2022	ACH5001	SENSIDYNE LP	\$ 731.00
05/06/2022	ACH4862	PRO-CHEM INC	\$ 716.40
05/20/2022	ACH4882	CINTAS	\$ 708.02
06/03/2022	ACH4951	PRO-CHEM INC	\$ 706.30
06/17/2022	ACH4999	Precision Gate & Security Inc	\$ 692.94
06/17/2022	ACH4994-1	Matt's Lawn Service	\$ 675.00
06/17/2022	ACH4977	CINTAS	\$ 597.04
05/06/2022	ACH4832	BATTERIES PLUS BULBS #451	\$ 593.80
06/03/2022	ACH4954	SENSIDYNE LP	\$ 544.89
05/06/2022	39518	HOME DEPOT	\$ 534.62
06/03/2022	ACH4949	MCMASTER-CARR SUPPLY CO	\$ 533.76
05/20/2022	ACH4903	MSC INDUSTRIAL SUPPLY CO	\$ 528.45
05/06/2022	ACH4869	ULINE	\$ 517.91
06/03/2022	ACH4935	Creel Tractor Company	\$ 515.52
06/03/2022	ACH4927	CED - Port Charlotte	\$ 502.41
06/03/2022	ACH4946	KEETON'S OFFICE & ART SUPPLY	\$ 502.38
05/20/2022	ACH4907	SUN COAST MEDIA GROUP	\$ 495.00
06/17/2022	ACH4998	PORT CHARLOTTE LOCK AND KEY	\$ 484.00
06/17/2022	ACH4992	Jim Guida (V)	\$ 462.62
06/03/2022	ACH4932	Cimtec Automation, LLC	\$ 459.10
05/06/2022	ACH4836	CED - Port Charlotte	\$ 456.50
06/17/2022	ACH5009	USA Bluebook	\$ 446.15
05/06/2022	ADBT5622	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
05/20/2022	ADBT052022	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
06/03/2022	ADBT060322	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
06/17/2022	ADBT061722	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
06/03/2022	39546	Gannett Holdings-Florida	\$ 440.60
05/20/2022	ACH4878	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 433.48
06/17/2022	ACH4971	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 433.48
05/06/2022	39521	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 416.97



**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY****CHECK REGISTER: MAY & JUNE 2022****By Amount Largest to Smallest****PUBLIC FUNDS INTEREST CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
05/06/2022	39514	Desoto Agriculture & Automotive Supply	\$ 415.33
06/03/2022	ACH4923	BENCHMARK ENVIROANALYTICAL INC	\$ 404.00
05/20/2022	ACH4914	USA Bluebook	\$ 391.11
05/06/2022	ACH4830	ANN LEE (V)	\$ 390.00
05/20/2022	ACH4899	KEETON'S OFFICE & ART SUPPLY	\$ 370.71
06/17/2022	ACH4979	Creel Tractor Company	\$ 367.40
05/20/2022	ACH4892	Fisher Scientific	\$ 366.47
05/06/2022	ACH4837	CENTURYLINK	\$ 366.05
06/03/2022	ACH4928	CENTURYLINK	\$ 366.05
06/17/2022	ACH4989	Hach Company	\$ 344.96
06/17/2022	ACH5008	ULINE	\$ 319.09
05/06/2022	ACH4828	ALLIANCE FIRE & SAFETY	\$ 319.00
05/06/2022	39525	WM F. McDonough Plumbing Inc	\$ 315.00
06/03/2022	ACH4950	PHENOVA INC	\$ 311.20
05/20/2022	ACH4874	Air Mechanical & Service Corp	\$ 300.00
06/17/2022	ACH5000	SARASOTA HERALD TRIBUNE	\$ 297.00
05/06/2022	ACH4852	Heat Busters Air Conditioning & Heating	\$ 289.00
06/03/2022	ACH4934	COLE-PARMER INSTRUMENT CO	\$ 279.43
06/03/2022	ACH4958	TRULY NOLEN BRANCH 079	\$ 275.00
05/20/2022	ACH4896	IDEXX DISTRIBUTION INC	\$ 270.17
06/03/2022	39549	SPECIALTY PARTS	\$ 264.96
05/20/2022	ACH4913	ULINE	\$ 251.46
05/06/2022	39519	Manatee County Utilities Department	\$ 243.30
05/20/2022	ACH4893	FRONTIER COMMUNICATIONS-305	\$ 240.98
06/17/2022	ACH4988	FRONTIER COMMUNICATIONS-305	\$ 240.98
06/17/2022	ACH4965	AIRGAS USA LLC	\$ 234.45
06/17/2022	39559	Manatee County Utilities Department	\$ 232.73
06/17/2022	ACH4982	Doug Morton (V)	\$ 231.03
06/17/2022	ACH4983	EARTH BALANCE	\$ 230.00
05/06/2022	ACH4827	AIRGAS USA LLC	\$ 228.99
05/06/2022	ACH4866	SARASOTA HERALD TRIBUNE	\$ 220.00
05/06/2022	ACH4859	Navitas Credit Corp	\$ 211.58
05/20/2022	ACH4904	Navitas Credit Corp	\$ 211.58
06/17/2022	ACH4995	Navitas Credit Corp	\$ 211.58
06/17/2022	ACH4997	Pitney Bowes- Lease	\$ 209.85
05/06/2022	ACH4849	Frontier-941	\$ 206.88
06/03/2022	ACH4941	Frontier-941	\$ 206.88
05/20/2022	ACH4905	PITNEY BOWES	\$ 200.00
06/17/2022	ACH4996	PHENOVA INC	\$ 199.90
05/06/2022	ACH4845	FEDERAL EXPRESS	\$ 193.83
05/06/2022	39524	Waste Pro Bradenton/Sarasota	\$ 190.00
05/20/2022	39531	FENDER'S TIRE & BATTERY INC	\$ 170.00
06/03/2022	39550	THE SUN	\$ 167.31
06/03/2022	ACH4956	SUNSHINE ACE HARDWARE	\$ 157.67
05/20/2022	ACH4908	SUNSHINE ACE HARDWARE	\$ 157.50
05/20/2022	ACH4885	CRUMPTON WELDING SUPPLY	\$ 143.58
06/03/2022	ACH4930	Centurylink 3363	\$ 141.27
06/17/2022	ACH4975	Centurylink 3363	\$ 141.27
06/03/2022	39545	Florida Rural Water Association	\$ 126.20
06/03/2022	ACH4933	CINTAS FIRE 636525	\$ 117.00
05/20/2022	39527	Braden River Utilities LLC	\$ 106.33
06/17/2022	39554	Braden River Utilities LLC	\$ 106.33
05/20/2022	ACH4911	TRANSCAT INC	\$ 103.38
05/20/2022	39533	HOME DEPOT	\$ 97.05
05/06/2022	ACH4868	SUNSHINE ACE HARDWARE	\$ 85.92
05/20/2022	39535	NaturZone Pest Control	\$ 79.80
06/17/2022	39560	NaturZone Pest Control	\$ 79.80
06/17/2022	39563	TIRE KINGDOM	\$ 75.24
05/20/2022	39528	DEPT OF BUSINESS & PROF. REGULATION	\$ 75.00
06/03/2022	39552	VERIZON WIRELESS	\$ 72.14

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

**CHECK REGISTER: MAY & JUNE 2022**

**By Amount Largest to Smallest**

**PUBLIC FUNDS INTEREST CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
05/20/2022	ACH4890	FEDERAL EXPRESS	\$ 71.62
06/17/2022	39558	HOME DEPOT	\$ 69.84
06/17/2022	39556	FLORIDA DEPARTMENT OF STATE	\$ 67.34
05/20/2022	ACH4902	MOCK ENGINEERING INC	\$ 60.00
05/20/2022	ACH4909	SUNSHINE STATE ONE CALL OF FL INC	\$ 57.98
06/17/2022	ACH5005	SUNSHINE STATE ONE CALL OF FL INC	\$ 57.98
06/03/2022	39551	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 53.94
05/20/2022	ACH4883	COLE-PARMER INSTRUMENT CO	\$ 50.08
06/17/2022	39564	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 49.98
06/17/2022	ACH4962	ADVANTAGE CARE INC.	\$ 40.00
06/17/2022	39562	SUPER T	\$ 32.58
06/17/2022	39553	BILL'S BOTTLED WATER SERVICE	\$ 32.25
06/17/2022	ACH5004	SUNSHINE ACE HARDWARE	\$ 29.98
05/20/2022	39526	BILL'S BOTTLED WATER SERVICE	\$ 27.00
05/20/2022	39539	VERIZON WIRELESS	\$ 26.75
05/20/2022	39529	Desoto Agriculture & Automotive Supply	\$ 25.68
06/17/2022	ACH4985	FEDERAL EXPRESS	\$ 23.17
06/03/2022	ACH4922	BATTERIES PLUS BULBS #451	\$ 22.50
06/03/2022	39547	GRAINGER	\$ 20.28
06/03/2022	ACH4939	FEDERAL EXPRESS	\$ 17.57
06/03/2022	ACH4960	USA Bluebook	\$ 11.99
06/17/2022	39557	FLORIDA DEPT OF TRANSPORTATION	\$ 10.59
06/17/2022	ACH4967	ASSOC OF METROPOLITAN WATER AGENCY	\$ -
<b>Total</b>			<b>\$ 3,836,077.06</b>

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**CHECK REGISTER: MAY & JUNE 2022**

**CONSTRUCTION CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
05/20/2022	2773	FLORIDA POWER & LIGHT COMPANY	\$ 500.00
05/20/2022	CACH196	HDR ENGINEERING INC	\$ 194,129.11
05/20/2022	2774	FLORIDA DEPT OF ENVIRONMENTAL PROT	\$ 24,000.00
05/20/2022	2775	DESOTO COUNTY	\$ 40.00
06/03/2022	CACH197	HVMI LLC	\$ 34,586.00
06/17/2022	CACH198	ASRUS LLC	\$ 2,390.00
06/17/2022	CACH199	Ardurra	\$ 7,760.25
06/17/2022	CACH200	TKW CONSULTING ENGINEERS INC	\$ 7,857.90
<b>Total</b>			<b>\$ 271,263.26</b>

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

**CHECK REGISTER: MAY & JUNE 2022**

**Alphabetically by Vendor**

**CONSTRUCTION CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
06/17/2022	CACH199	Ardurra	\$ 7,760.25
06/17/2022	CACH198	ASRUS LLC	\$ 2,390.00
05/20/2022	2775	DESOTO COUNTY	\$ 40.00
05/20/2022	2774	FLORIDA DEPT OF ENVIRONMENTAL PROT	\$ 24,000.00
05/20/2022	2773	FLORIDA POWER & LIGHT COMPANY	\$ 500.00
05/20/2022	CACH196	HDR ENGINEERING INC	\$ 194,129.11
06/03/2022	CACH197	HVMI LLC	\$ 34,586.00
06/17/2022	CACH200	TKW CONSULTING ENGINEERS INC	\$ 7,857.90
		<b>Total</b>	<b>\$ 271,263.26</b>

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

**CHECK REGISTER: MAY & JUNE 2022**

**By Amount Largest to Smallest**

**CONSTRUCTION CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
05/20/2022	CACH196	HDR ENGINEERING INC	\$ 194,129.11
06/03/2022	CACH197	HVMI LLC	\$ 34,586.00
05/20/2022	2774	FLORIDA DEPT OF ENVIRONMENTAL PROT	\$ 24,000.00
06/17/2022	CACH200	TKW CONSULTING ENGINEERS INC	\$ 7,857.90
06/17/2022	CACH199	Ardurra	\$ 7,760.25
06/17/2022	CACH198	ASRUS LLC	\$ 2,390.00
05/20/2022	2773	FLORIDA POWER & LIGHT COMPANY	\$ 500.00
05/20/2022	2775	DESOTO COUNTY	\$ 40.00
<b>Total</b>			<b>\$ 271,263.26</b>



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
August 3, 2022***

**ROUTINE STATUS REPORTS  
ITEM 3**

**Peace River Regional Reservoir No. 3 (PR<sup>3</sup>) Preliminary Engineering,  
Permitting, and Third-Party Review**

## ROUTINE STATUS REPORTS ITEM 3

### **Project Status Report**

**Project:** Peace River Regional Reservoir No. 3 (PR<sup>3</sup>) Project – Preliminary Engineering

**Date:** August 3, 2022

**Prepared by:** Terri Holcomb, PE, Director of Engineering

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### **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 (PR<sup>3</sup>) 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 \$3,625,000.

### **Current status**

Work Order No. 2 'Peace River Regional Reservoir (PR<sup>3</sup>) Project Preliminary Design, Permitting and Third-Party Review' with HDR Engineering, Inc. includes environmental and geotechnical site characterization; 15% and 30% Design Documents; Development of the Basis of Design Report; environmental permit applications and mitigation strategy development. Board Approval of the Work Order No. 2 – Peace River Regional Reservoir (PR<sup>3</sup>) Project Preliminary Design, Permitting and Third-Party Review in the amount of \$7,249,966.00 occurred on February 3, 2022, with a completion date of June 31, 2023. The Project is currently on schedule and on budget.

## Project History Briefing

**Project:** Peace River Regional Reservoir (PR3) Project Preliminary Design, Permitting and Third-Party Review

**Date:** August 3, 2022

**Prepared by:** Terri Holcomb, PE, Director of Engineering

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The following information summarizes the historical milestones and key events to date for Work Order No. 2 - Peace River Regional Reservoir (PR3) Project Preliminary Design, Permitting and Third-Party Review Project.

- February 2022** Board approved the Peace River Regional Reservoir (PR3) Project Preliminary Design, Permitting and Third-Party Review Work Order No. 2 on February 3, 2022.
- March 2022** The Site Characterization Task commenced with the Geotechnical Kick-Off meeting on March 1<sup>st</sup>. The Wetland Delineations began on March 17<sup>th</sup> and continued on March 18<sup>th</sup> and again on March 28<sup>th</sup> – 30<sup>th</sup>. The first Monthly Progress Meeting was held on March 17<sup>th</sup>. Geotechnical field investigations began on March 14<sup>th</sup> with the equipment being mobilized to the Reserve. Soil/auger borings and other geotechnical investigations will continue through June.
- April 2022** The Monthly Progress Meeting was held on April 14<sup>th</sup>. Wetland delineations continued April 11<sup>th</sup> – 14<sup>th</sup>; and April 20<sup>th</sup> – 22<sup>nd</sup>. Geotechnical field investigations continued throughout the month of April.
- May 2022** The Monthly Progress Meeting was held on May 10<sup>th</sup>. The Consultant held a System Conveyance Workshop on May 2<sup>nd</sup> with Operations, Engineering and Water Resources staff. An Environmental Permitting / Mitigation Strategy meeting was held virtually on May 12<sup>th</sup>. Geotechnical field investigations continued through the month of May.
- June 2022** The Monthly Progress Meeting was held on June 9<sup>th</sup>, 2022. Geotechnical and Environmental field investigations continued through the month of June. A site visit to the existing intake structure was held on June 2 by the Consultant Team to coordinate siting and intake orientation design efforts.
- July 2022** The Monthly Progress Meeting was held on July 14, 2022. 15 % Design Drawings and Basis of Design Report was received on July 15<sup>th</sup>, 2022.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
August 3, 2022***

**ROUTINE STATUS REPORTS  
ITEM 4**

**Regional Integrated Loop System Phase 2B Pipeline Project**

## **Project Status Report**

**Project:** Regional Integrated Loop System Phase 2B Pipeline Project

**Date:** August 3, 2022

**Prepared by:** Ford Ritz, P.E., Project Engineer

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The following information summarizes the project description and current status. (see attached general project area figure).

### **Project Description**

The Phase 2B Pipeline is approximately 13-miles of 42-inch diameter pipe beginning near the western end of the existing Phase 2 Regional Interconnect and 36-inch diameter Charlotte County Regional Transmission Main (CCTM), near the intersection of Harbor Boulevard and Veterans Boulevard in Charlotte County. As currently envisioned, based on the recently completed Phase 2B/2C Feasibility and Routing Study, the Phase 2B Pipeline will extend generally west and south, crossing the Myakka River terminating at or in the vicinity of the Charlotte County Utilities Gulf Cove Booster Station. The Phase 2B Pipeline Project will be delivered (designed, permitted and constructed) via Progressive Design-Build (PDB). The project includes metering facilities, telemetry, and other appurtenances appropriate to make the Phase 2B Project fully functional for transfer and delivery of finished water, and support a future connection with the Regional Integrated Loop Phase 2C Interconnect. As pointed out at the April 2022 Board Meeting, Phase 2B/2C implementation will be subdivided into two separate projects. The Phase 2C Interconnect is anticipated to begin in 2029.

### **Background**

The Authority advertised for Statements of Qualifications for Progressive Design-Build services for both the Phase 2B and Phase 3C Pipeline Projects on May 24th. Both Projects were included in the Request for Statements of Qualifications. The Request for Qualifications stipulated that a Progressive Design-Build Team could perform either Project but not both. The top-rated team will select their preferred project. The second highest rated team will perform the other project.

### **Progressive Design-Build Team Selection Process**

The Authority received four Statements of Qualification proposals on a timely basis for Progressive Design-Build Services. The first Professional Services Evaluation Committee (PSEC) meeting was held on June 30<sup>th</sup> and all four Teams were shorted listed and are slated to present and be interviewed at the second PSEC meeting scheduled for July 14<sup>th</sup>. The top two Teams will be selected by the Committee at the meeting.



### **Current Status**

The Authority received four Progressive Design-Build Teams SOQ packages on time. The first of two Professional Selection Evaluation Committee Meeting was held and although all 4-PDB Teams were short listed for presentations and interviews at the second PSEC meeting for selection, one PDB Team decided not to present. The second PSEC Meeting was held on July 14<sup>th</sup>.

The Progressive Design-Build Team selected for the Phase 2B Interconnect Pipeline Project will be presented at the August 3, 2022, Board Meeting for approval.

### **Phase 2B Project Schedule Overview**

The Project will be subdivided into 2 Phases. The schedule includes:

- Phase 1 – Includes - Contract for Progressive Design Build Services - scope and fee/Guaranteed Maximum Price (GMP). Scope includes 60% design, property and permitting. Scope/fee and Phase 1 GMP due September 20, 2022, for consideration at the October 5, Board Meeting.
- Phase 2 – final scope and fee/GMP. Final scope and Phase 2 GMP includes, final design, construction, permitting, property acquisition, testing, and final completion. The Phase 2 GMP will be added to the Contract by Addendum and brought to the Board for consideration in October 2023.
- Phase 2B Pipeline Project final completion is scheduled for March 1, 2026.

### **Project History Briefing**

**Project:** Regional Integrated Loop System Phase 2B Pipeline Project

**Date:** August 3, 2022

**Prepared by:** Ford Ritz, P.E., Project Engineer

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The following information summarizes the historical milestones and events of the Regional Integrated Loop System Phase 2B Project

- Project History – The Board approved the Contract for Professional Services with Kimley Horn Associates, Inc. (KM) for the ‘Regional Integrated Loop System Phase 2B and Phase 2C Feasibility and Routing Study’ on December 2, 2020, in the amount of \$399,960. Kimley Horn was issued the Notice-to-Proceed on January 6, 2021. The Project was completed on time and within budget. Subsequently, the project was subdivided into two separated pipeline projects, the Phase 2B and Phase 2C.
- April 6, 2022, Board Meeting – KH presented the recommended route for the Phase 2B Interconnect Pipeline (2B.1) to the Board. The Authority stated that going forward the PH2B/2C project would proceed as two separate Projects, the PH2B Interconnect Pipeline and the PH2C Interconnect Pipeline. The PH2B Pipeline will use a Progressive Design Build Delivery approach for design and construction of the project. Final construction completion for the Phase 2B Pipeline Project is anticipated to be March 1, 2026. The PH2C Pipeline Project has been deferred until 2029 based upon projected water demands from Regional Customers/Members per the Authority’s Capital Improvements Project (CIP) and Capital Needs Assessments (CNA) planning. The Board approved, a Motion for the Recommended PH2B Route, and a Motion for the Interlocal Agreement between Charlotte County and the Authority for the PH2B Project.
- May 24, 2022 - The Authority advertised for Statements of Qualifications (SOQs) for Progressive Design-Build Services for the Regional Integrated Loop Phase 2B and Phase 3C Pipelines. Per the Information Package, the Authority will make two awards, one for the Phase 2B Project and one for the Phase 3C Project. The top-rated Progressive Design-Build Team will select either the Phase 2B Project or the Phase 3C Project. The second highest rated Team will be select the other pipeline project.
- June 7, 2022 – Addendum No. 1 – Updates to Information Package - was posted for Progressive Design-Teams expressing interest.
- June 7, 2022 – Addendum No. 2 – Response to Questions – was posted.
- June 14, 2022 – Addendum No. 3 – Response to Questions (final) – was posted.

- June 24, 2022 – Four Progressive Design-Build Team SOQ packages were timely received. Each PDB Team consists of a Prime Contractor and Prime Engineer. Teams in alphabetical order include:
  - Garney Companies and Ardurra Group
  - Quality Enterprises and GradyMinor & Associates
  - Westra Construction and McKim & Creed
  - Woodruff & Sons and Kimley Horn
  
- June 30, 2022 – The first Professional Selection Evaluation Committee (PSEC) meeting was held, and all four Design Build Teams were short listed. The PSEC included 3-Authority representatives and one representative each, from Charlotte and Sarasota Counties. Per Committee Member evaluations of SOQ Proposals:
  - Garney Companies and Ardurra Group – rated first
  - Westra Construction and McKim & Creed – rated second
  - Woodruff & Sons and Kimley Horn – rated third
  - Quality Enterprises and GradyMinor & Associates – rated four (declined presentation and interview)
  
- July 14, 2022 – The second PSEC meeting was held for presentations and interviews. Woodruff & Sons, Inc. was recommended for the Phase 2B Regional Integrated Loop System Interconnect Project.

# Peace River Manasota Regional Water Supply Authority Regional Vision for 2042



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
August 3, 2022***

**ROUTINE STATUS REPORTS  
ITEM 5**

**Regional Integrated Loop System Phase 3C Pipeline Project**



## **Project Status Report**

**Project:** Regional Integrated Loop System Phase 3C Pipeline Project

**Date:** August 3, 2022

**Prepared by:** Mike Knowles, P.E., Engineering & Projects Sr. Manager

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## **Project Description**

The intent of the Regional Integrated Loop Phase 3C Pipeline Project (Phase 3C) 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 Feasibility and Routing Study for Phase 3C recommended completing the loop system in two phases. The first phase of this project, Phase 3C, will begin at the terminus of the Phase 3B Regional Interconnect and extend north to the vicinity of the intersection at Fruitville Road and Loraine Road where a ground storage tank and pump station will be located. The Phase 3C pipeline will tie into the Sarasota County transmission system with flow delivered from the new pump station. The pipeline route comprising approximately 9 miles of 42-inch diameter pipe, ground storage tank, and pump station along with the Interlocal Agreement with Sarasota County to fund the Phase 3C project was approved in the April 2022 Board meeting. The second phase of this project, Phase 3C Extension, is currently in the Authority's 20-year Capital Improvement Plan and the timeline will be re-evaluated during Integrated Regional Water Master Plan updates.

The progressive design-build delivery method was recommended by the Authority to meet the Interlocal Agreement completion date for the Phase 3C project of March of 2025. This delivery method allows for the fastest and most efficient mode for procurement, design, and construction of this project to meet the deadline while simultaneously provided the Authority the option to switch to hard bid before advancing to construction.

## **Current Status**

On July 14, 2022, the Authority completed the solicitation process for a design-build team for the Phase 3C project. Regular Item 4 of this Board meeting contains a presentation to the Board along with a motion to approve the selection committee's rankings and authorize the Executive Director to begin negotiations on Phase 1 (60% Design) of the Phase 3C Design-Build Contract with Garney Companies, Inc. Regular Item 6 also from this Board meeting includes a motion to approve the purchase of land and associated easements for the Phase 3C ground storage tank and pump station as identified in the Feasibility and Routing Study. The next step in the Phase 3C project will be to submit the Phase 1 (60% Design) contract as a motion to the Board for approval in October of 2022.

## **History of Project Development**

### *Progressive Design-Build Solicitation for Qualifications*

On May 24, 2022, a request for qualifications for Progressive Design-Build Services was advertised. Four Design-Build Teams submitted qualifications on time. On June 30, 2022, all four teams were shortlisted, based on Statement of Qualification, by the Authority Professional Selection Evaluation Committee (PSEC) for presentations and interviews. On July 14, 2022, the Garney Companies, Inc., Progressive Design Build Team was selected by the PSEC after presentations and interviews, for the Phase 3C project.

### *Phase 3C Feasibility and Routing Study Solicitation for Qualifications*

On June 23, 2020, a request for qualifications for a feasibility and routing study was advertised. Eight firms submitted qualifications on time. On August 11, 2020, three firms were shortlisted, based on Statement of Qualification, by the Authority Professional Selection Evaluation Committee (PSEC) for presentations and interviews. On September 2, 2020, Wade-Trim, Inc. was selected by the PSEC after presentations and interviews. The PSEC selection was approved by the Board on September 30, 202 and the professional services contract for Wade-Trim, Inc. on the feasibility and routing study was approved by the Board in December of 2020. The study was completed, and the results accepted by the Board in April 2022. The milestones of this study are detailed in the June 2022 Routine Status Report, Item 6.

### *Water Resiliency Assurance Plan*

The Authority's Water Resiliency Assurance Plan (WRAP) is a continuing program of infrastructure improvements to support regional water supply resiliency and meet growing drinking water needs across a 4-county area by interconnecting major water supplies and developing additional alternative water supply (AWS) capacity. As part of the WRAP, 82 miles of new transmission mains were identified and prioritized within the Authority's 2020 Integrated Regional Water Supply Master Plan Update and these projects have been incorporated into the organization's Fiscal Year 2021 Capital Improvements Plan and Capital Needs Assessment [adopted 05-27-20].

Plant-to-plant interconnects comprise the backbone of this system which maximizes flexibility for: blending source waters effectively to achieve water quality control, rotational source management in droughts or other emergencies, and the efficient movement of water from production centers to demand zones. Secure water supply supports a continued vibrant economy today and provides a sound platform to build upon for generations to come. Regional interconnection also provides flexibility to respond to economic development opportunities when assurance of water supply may be a strategic advantage over other locales being considered. The Authority's Capital Improvements Plan and Capital Needs Assessment, Fiscal Period 2021-2040 details the Phase 3C pipeline project.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
August 3, 2022***

**ROUTINE STATUS REPORTS  
ITEM 6**

**DeSoto Booster Pumping Station Project**

## **Project Status Report**

**Project:** **Desoto Booster Pump Station Modifications**  
Formerly Known As – PRMRWSA Project Prairie Pump Station Acquisition and Modification Project

**Date:** August 3, 2022

**Prepared by:** Ford Ritz, P.E., Project Engineer

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The following information summarizes the project description and current status. (see attached general project area figure).

### **Project Description**

The Project Prairie Pump Station Acquisition and Modification project includes the regional purchase of the Pump Station and Storage Facilities from DeSoto County, and modifications to integrate the facility into the regional transmission system. The Facility is strategically located to support current and future regional water supply operations. The project is co-funded by the SWFWMD and the State of Florida. The estimated project cost including the purchase from Desoto County, Design and Construction of Facility modifications is \$1,275,000. This is a Capital Improvements Project (CIP).

The Facility is located on corner of U.S.17 and S.W. Enterprise Blvd. in DeSoto County, and is adjacent and connected to the regional DeSoto County RTM and the bi-directional Phase 1 Regional Interconnect Pipeline. The Phase 1 provides a plant-to-plant connection between the Peace River Facility, and the Punta Gorda Shell Creek Water Treatment Facility located in Charlotte County.

#### Current Operations:

- Regional pipelines (DeSoto RTM or Phase 1) fill the 0.5-MG finished water storage tank – water source either the Peace River Facility or the Shell Creek Facility. Under normal operational conditions water is received from Peace River.
- DeSoto County trims chemical disinfection as needed and pumps water from the storage tank north into their distribution pipeline.

#### Future Operation:

- Increase Facility flexibility to be able to receive water from Peace River, Shell Creek or DeSoto County, trim and repump water, north, south, or east as needed.
- Provide capabilities to bypass the storage tank and repump, or bypass the facility; as determined by, operations and maintenance, or emergency conditions.
- Provide other capabilities per the Project Prairie Facilities Operational Protocol.

#### Project Scope:

- Modifications to facility piping and yard piping.
- Upgrades to disinfection chemical(s) storage and feed capabilities.

- Upgrades to SCADA interface, including a new radio and antenna.
- Evaluate existing meters and meter assemblies and make necessary modifications.

**Current status**

The Interlocal Agreement, between the Authority and Desoto County for the Acquisition of the Project Prairie Facilities has been executed and recorded. Additionally:

- Contract for Sale Purchase of the Property has been executed
- Ingress/Egress Easement for the Wastewater Lift Station (for Desoto County) has been executed

The Authority's Engineer-of-Record (Ardurra) was issued the Notice-to-Proceed for Work Order No. 1 - Design, Permitting and Construction Phase Services on March 25, 2022. Ardurra is currently finalizing the Bidding Documents.



**Project History Briefing**

**Project:**       **Desoto Booster Pump Station Modifications**  
Also Known As – PRMRWSA Project Prairie Pump Station Acquisition and  
Modification Project

**Date:**           August 3, 2022

**Prepared by:** Ford Ritz, P.E., Project Engineer

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The following information summarizes the historical milestones and events of the Project Prairie

October 1, 2021 – The Interlocal Agreement, Purchase and Sale Agreement, and Operational Protocol for the acquisition of the Facility from DeSoto County was presented to the Board. Proposed funding sources include \$200,000 from the State of Florida, and \$537,500 each from the Authority and SWFWMD. The total project cost is \$1,275,000.

October 12, 2021 – Authority staff had a meeting to discuss the project and potential modification to the facility. Next steps include an internal meeting with Authority Operations and Maintenance staff, and meeting with DeSoto Operations staff. Upon Board approval of the project, a meeting will be held with the Ardurra (FKA King Engineering). Ardurra designed the Phase 1 Pipeline project which originally included yard piping alternates. The alternates were subsequently removed from the Phase 1 Pipeline final design package due to overall project cost uncertainty. Ardurra (Engineer of Record) is an Authority as needed consultant.

October 12, 2021 – The FDEP Grant Agreement (LPA0208) for \$200,000 was executed by the State. The Grant Agreement will be included on the December 1, 2021 Board Meeting agenda for Board approval.

November 23, 2021 – A meeting between Authority staff and DeSoto County staff was held to discuss the upcoming project and operations of the Facility. In accordance with the acquisitional agreements between the Authority and DeSoto County, DeSoto County Utilities will continue to operate the Facility, subsequent to the purchase.

December 2021 – The Interlocal Agreement between the Authority and DeSoto County for the Acquisition of the Project Prairie Facilities, generally consisting of a 500,000-gallon ground storage tank and associated piping, a 5 MGD booster pump station and chemical feed system, yard piping and emergency generator was Board approved on December 1, 2021, and by the DeSoto County BOCC on December 14, 2021. The Document includes:

- Interlocal Agreement providing for Authority acquisition of the Facilities for \$748,731.53 – which will be co-funded by SWFWMD and the State of Florida.
- Contract for the Sales and Purchase of the site property parcel by the Authority for \$36,000 from DeSoto County.

January 25, 2021 – Closing on the purchase/sale of the property with Desoto County was completed.

January 28, 2021- Authority held a scoping meeting with Ardurra (Engineer-of-Record) at the Project Prairie Facility, to tour the facility and discuss items to be included in Ardurra’s scope of work for modifications/upgrades to be included in Ardurra’s Work Order for Engineering Services. In general, items discussed included:

- Underground repumping piping
- Meter upgrades
- Radio and antenna for Authority to monitor facility operations
- SCADA/PLC Systems integration
- Walmart fire flow pipeline – connect directly to Regional Piping
- Chemical feed/trim facilities improvements

It is anticipated that Ardurra will submit their draft scope of work in mid-March.

March 10, 2021- The SWFWMD Q248, Funding Agreement-22CF0003723 for Project Prairie Facilities Acquisition and Modification Project entered into.

March 25, 2022 – Ardurra was issued the Notice-to-Proceed for Work Order 1., for the DeSoto County Pumping Station Modification Project (DCBPS). W.O.1 lump sum cost is \$85,300.

April 1, 2022 - PRMRWSA Staff and Ardurra Staff met with DeSoto Counties Utilities at the DCBPS site to discuss day-to-day operations of the Facility. DeSoto County will continue to operate the Facility for the Authority per the Interlocal Agreement.

April 14, 2022 – The SWFWMD Co-Funding Agreement (Q248) “Task Schedule and Budget Adjustment” was entered into. Construction and Engineering costs were adjusted, and the construction schedule was extended. The total cost for acquisition, design and construction of Facility Improvements did not change.

May 11, 2022 – A Teams meeting was held with Ardurra and Authority staff to discuss progress on the 60% design. Per discussion, the tank inlet meter will be upgraded, and the pump station discharge meter upgrade will most likely be included as an alternative. Ardurra stated that the technical specifications have been completed.

May 25, 2022 – Ardurra Instrumentation and Controls (I & C) Engineer met with Authority staff at the DeSoto Booster Pump Station to gather additional information and discuss existing operation. Discussions included how DeSoto County operates the facility currently, the County SCADA system and a potential new location for the radio antenna tower.

DeSoto County Booster Pump Station Modifications  
August 3, 2022

May 27, 2022 – Ardurra and Authority met via teams with the Operations Manager at the Walmart Distribution Center (Stewart Heintz) to discuss the connection and water delivery for fire flow from the DeSoto Booster Pump Station (DBPS) to the Walmart Distribution Center. Mr. Heintz discuss in general how the Walmart Fire Protection system works, how often they test their fire protection system and the components of the fire protection system. Mr. Heintz stated that Walmart has no issues with the fire flow connection and water delivery service from DBPS. The Authority and Ardurra discussed components of the upcoming project with Mr. Heintz and potential schedule.

June 5, 2022 – Ardurra submitted 90% Interim Drawings and Div. 13 Instrumentation & Control Specifications, based on feedback from the Authority on the 60% Design Drawings and Specifications.

June 7, 2022 – A Design review meeting was held at the Peace River Facility. The meeting attended by Ardurra and Authority staff. Design elements, instrumentation and controls/SCADA, Contract documents/bid form, permitting and the project schedule were discussed.

June 10, 2022 – The Ardurra Interim 90% Design and Div. 13 Instrumentation & Control Specifications were forwarded to the District for review.

June 17, 2022 – The Authority staff held a conference call with Ardurra Instrumentation and Control staff to discuss, equipment upgrades, and coordination between the existing DeSoto County SCADA system and Authority SCADA system.

June 27, 2022 – Ardurra submitted 90% Design Contract Documents for the DeSoto County Pump Station Modifications to the Authority for review.

July 6, 2022 – The Authority forwarded review comments of 90% Design Contract Documents submittal to Ardurra.

July 13, 2022 – Ardurra submitted the Bidding Documents to the Authority for review. The Documents were forwarded to the SWFWMD.



## Peace River Manasota Regional Water Supply Authority Regional Vision for 2035



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
August 3, 2022***

**ROUTINE STATUS REPORTS  
ITEM 7**

**Partially Treated Water Aquifer Storage and Recovery Project**



## **Project Status Report**

**Project:** Partially Treated Water Aquifer Storage and Recovery

**Date:** August 3, 2022

**Prepared by:** James P. Guida, P.G., Water Resources & Planning Director

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### **Project Description**

The Authority's Aquifer Storage and Recovery (ASR) System includes 21 ASR production wells with a design storage capacity of 6.3 BG. While this system is a critical storage component for the Peace River Facilities, it is operationally expensive. Water in ASR is fully treated twice to drinking water standards; first on injection in accordance with our existing operations permit for ASR; and again on recovery as water recovered from ASR is discharged to the raw water reservoir system because of naturally occurring arsenic picked up during storage in the limestone aquifer. Operationally this makes water from ASR twice as expensive as water from the raw water reservoir system. Converting to a "partially treated" (minimal filtration and disinfection prior to injection) ASR system has the potential to offer considerable cost savings, improve ASR recovery efficiency, and may also provide opportunities to obtain credit for over-recharging the Floridan Aquifer in the Southern Water Use Caution Area (SWUCA). This is a multi-step project including:

- Modification of the existing ASR permit to allow pilot testing the partially treated ASR concept on two existing ASR production wells.
- Conducting the pilot testing, evaluating results, and re-evaluating costs for the system.
- If results are favorable the ASR system would be re-permitted to enable use of partially treated water for recharging the system.
- New pumping, filtration and disinfection facilities would be constructed adjacent to Reservoir 1 to support ASR recharge.

### **Current Status**

A modification of the ASR permit to allow pilot testing of partially treated water (PTW) at Wellfield 2 was issued in December 2016. As required, an application to renew the ASR Operation permit was submitted in February 2018. Pilot testing of PTW ASR was completed and results were presented to the Board in July 2018. At the July 2018 meeting the Board authorized proceeding with permitting of PTW ASR. Authority staff met with FDEP and then submitted a written clarification of the application confirming the request to include PTW at ASR Wellfield 2 on August 23, 2018. The FDEP requested additional information to support the permit application on September 28, 2018. The Authority provided the requested information on October 12, 2018.

In a November 2018 phone discussion, FDEP staff indicated the application is complete and evaluation is continuing. Subsequent discussions with FDEP staff in January 2019 indicated agency action on the permit application would not take place until after FDEP receives U.S. Environmental Protection Agency (EPA) direction on ASR and aquifer recharge projects

proposing to store/recharge anything other than fully treated drinking water. EPA provided FDEP with a letter regarding ASR permitting on March 1, 2019. However, a June 2019 conversation with FDEP indicated they had only received direction from EPA regarding injection of fully treated drinking water. Until they receive such direction they stated will not know when they may take action on permit applications that request PTW ASR.

The Authority awaited a decision and action by the FDEP through July 2020, at which time the Authority decided to propose a plan for disinfection of PTW at ASR WF 2 in order to move the project forward. On July 30, 2020 the Authority provided the proposed plan for implementation of disinfection treatment of PTW, provided a review of secondary drinking water standards (DWS; i.e., aesthetic standards) that may require a Zone of Discharge (ZOD) or Water Quality Criteria Exemption (WQCE), and a proposed monitoring plan. Four secondary standards were identified including aluminum, color, iron, and odor. None of these secondary DWSs are regulated by the EPA.

The Authority currently has a WQCE for arsenic mobilization (issued February 12, 2013). A letter from EPA issued September 27, 2013, allows for arsenic mobilization at ASR facilities serving public water systems. The letter allows for re-permitting of Peace River's ASR facility using permit conditions which are protective of public water systems and other groundwater users. The Authority has operated the ASR system since the 1980's without endangering groundwater users. In 2020, FDEP staff indicated they now preferred a ZOD, rather than a WQCE, as the regulatory mechanism for authorizing arsenic mobilization below properties controlled by the Authority. As documented in the annual reports (the most recent being August 2021) arsenic mobilization is limited to a small number of wells under the Authority's control. Therefore, in July 2020 the Authority requested the permit include a ZOD for the foregoing secondary DWSs (i.e., aesthetic standards) and for arsenic mobilization. The requested ZOD encompasses the Suwannee Limestone below property owned or otherwise controlled by the Authority (a depth interval from 500-1,000 feet below land surface). The Authority also provided details of a proposed update to the Authority's already extensive monitoring plan.

To determine the efficacy and details of an effective disinfection system, the Authority engaged Hazen & Sawyer to conduct a study to confirm the ideal methodology for providing disinfection of PTW. A study entitled "Disinfection Study of Partially Treated Surface Water for Aquifer Storage and Recovery" was published on September 14, 2021. The study determined that disinfection standards can be met in the PTW source water without exceeding DWSs for DBPs. On September 28, 2021, the Authority submitted the study to FDEP along with other pertinent information. Based on this information, the Authority requested the FDEP move forward with re-permitting the Authority's ASR operations as provided in the permit application.

Continued communications with FDEP since submittal of the September 2021 submittal. FDEP has informed the Authority that it would now prefer to use a Petition for WQCE (Petition) as the mechanism for authorizing exceedance of the four secondary DWSs. FDEP's preferred regulatory mechanism for re-authorizing arsenic mobilization below Authority-controlled properties remains under discussion. A conference call was conducted with FDEP on April 28, 2022, to discuss the approach and content of the Petition and the FDEP's intent with respect to the Petition and reissuance of the Operation permit. A Petition was submitted on May 26, 2020 and received by

FDEP on May 27, 2022. The Authority is awaiting action by the Department. Assuming FDEP approval of the Petition, it is anticipated the Department will thereafter develop a draft of the proposed Operation permit.

## **Project History Briefing**

**Project:** Partially Treated Water Aquifer Storage and Recovery

**Date:** August 3, 2022

**Prepared by:** James P. Guida, P.G., Water Resources & Planning Director

The following information summarizes the historical milestones and key events of the Partially Treated Water (PTW) ASR Project.

- October 2015 Executed Work Order 15-02 with CH2M for Partially Treated ASR Desk-Top Study October 9, 2015.
- March 2016 Desk-top study completed March 24, 2016. Recommends pilot testing partially treated concept. If pilot testing is successful, study indicates potential savings of \$334K to \$394K per year for partially treated system compared with current system. Requires new \$7.5M pumping facilities near Reservoir 1 for recharging ASR.
- April 2016 Presentation of partially treated ASR concept to Authority Board April 6, 2016. Recommended scheduling meeting with FDEP in Tallahassee to discuss concept, permit modification and pilot testing. Met with FDEP staff in Tallahassee April 29, 2016 to discuss partially treated water ASR at the Peace River Facility. Recommendation from meeting is to apply for ASR permit modification enabling pilot testing.
- May - July 2016 Began preparing application to modify ASR permit to allow pilot testing of partially treated ASR concept on two wells in Wellfield No. 2.
- August 2016 August 3, 2016 - Submitted request to FDEP for major modification of the Authority's ASR permit and associated Water Quality Criteria Exemption to enable pilot testing of partialy treated ASR concept on two wells in Wellfield No. 2.
- September 2016 September 1, 2016 - Received Request for Additional Information (RAI) from FDEP to support the Authority's ASR permit modification request. September 8, 2016 - CH2M prepared and submitted responses to the FDEP's RAI. CH2M preparing Work Order for pilot testing of partialy treated ASR concept on two wells in Wellfield No. 2. September 30, 2016 - Authority received Draft Class V, Group 7 permit from FDEP including the requested changes to enable pilot testing at ASR Wells S-4 and S-20

- October 2016 Board approved WO 17-01 to CH2M for Pilot Testing at ASR Wellfield 2 (October 5, 2016).
- November 2016 Conducted Public Meeting November 17, 2016 at Peace River Facility for public comment on recently issued draft permit modification for Authority Class V Group 7 ASR system. Site visit by SWFWMD staff November 21, 2016 for review and discuss co-funding application the partially treated ASR Project.
- December 2016 Received notice of permit on December 14, 2016 authorizing pilot testing. Authorized CH2M to begin work on test set-up. Attended meeting with SWFWMD staff in Tampa on December 22<sup>nd</sup> to discuss project co-funding. Low probability for out-of-cycle funding for FY 2016 and 2017 work on this project.
- January 2017 Conducted project safety & coordination meeting with consultant and Authority staff on January 11<sup>th</sup> in preparation for beginning the test. Authority staff collecting background samples from production and monitor wells and reservoir 1. Installation of piping to ASR wells S-4 and S-20 and recharge pump is ongoing.
- February 2017 Installation of piping and pumping equipment was completed and background water quality monitoring was completed the week of February 6<sup>th</sup> and testing (recharge cycle) was initiated on February 9, 2017. An intensive data collection effort in nearby monitor and ASR production wells is ongoing. Recharge rates are averaging approximately 0.7 MGD, and 1.3 MGD into ASR wells S-4 and S-20 respectively.
- March 2017 The recharge portion of this cycle in the testing was completed on March 9, 2017. Total volume of water pumped from Reservoir 1 into S-4 and S-20 was about 60 MG. Storage and recovery portions of the testing are ongoing, as are associated data collection efforts.
- April 2017 Recovery portion of the pilot test was ceased on April 10, 2017 after recovering approximately 26 MG from Test wells S-4 & S-20 (total) in order to enable full scale recovery operations in ASR Wellfield 2. Data collection efforts supporting the pilot testing operations continued.
- May 2017 Data collection efforts associated with the test continued, and analysis of test data is underway to aid in refining the test procedure for Cycle 2 (probable timeframe mid-summer 2017). Authority and CH2M staff met on May 25<sup>th</sup> to discuss test results and plan Cycle 2 testing.



- June 2017 Authority requested test revision from FDEP on June 22, 2017 to conduct extended cycle 2 in lieu of two separate shorter cycles to complete the pilot testing program. FDEP approval received on June 27, 2017 for the extended cycle. Data analysis from Cycle 1 is ongoing. Preparing for initiation of Cycle 2 (extended) in early July. Authority staff are working with SWFWMD staff on development of the co-funding agreement for the project.
- July 2017 Initiated Cycle 2 recharge on July 6, 2017 at initial rate of 2.6 MGD. Recharge of the entire ASR system is ongoing at this time – although the other 19 ASR wells are being recharged with fully treated drinking water. Data collection is ongoing. The test pump malfunctioned a number of times in July and was ultimately moved off-site by Xylem for re-build.
- August 2017 Re-initiated Cycle 2 recharge on August 2, 2017 at rate of 2.6 MGD. Treated water recharge of the remaining 19 ASR wells is still ongoing at this time. Met with project consultant August 29, 2017 to discuss data collection and ASR Permit Renewal. Pilot Test data collection is ongoing.
- September 2017 Recharge Cycle 2 was suspended between September 6<sup>th</sup> and September 18<sup>th</sup> due to Hurricane Irma. Recharge is ongoing and projected to continue into October. Attended Sarasota delegation Meeting September 20, 2017 to discuss funding request for the PTW ASR Project. Data collection is ongoing.
- October 2017 Recharge Cycle 2 is ongoing at a rate of about 2.0 MGD. Data collection for the pilot test is ongoing.
- November 2017 Recharge Cycle 2 was terminated on November 1, 2017 and a planned 30-day storage cycle was initiated. As part of the storage cycle all recharge to ASR wellfield 2 has been suspended. ASR Wellfield 1 recharge is continuing. The recovery cycle from test wells S-4 & S-20 is scheduled to commence in early December 2017. Data collection for the pilot test is ongoing. Test pump supplier - Xylem removed their equipment from the ASR pilot test site on November 8<sup>th</sup> & 9<sup>th</sup>.
- December 2017 Recovery Cycle 2 was initiated on December 1, 2017 and will include an approximate 30-day period of recovering water from Test Wells S-4 and S-20. Data collection effort is continuing.
- January 2018 Recovery Cycle 2 was terminated on January 2, 2018. All test equipment (pumping, piping and electrical) has been removed. Data collection and evaluation is ongoing.

- February 2018      Project Consultant is evaluating data collected during the test. On February 7<sup>th</sup> a conference call was held with the FDEP staff in Tallahassee regarding pilot test results and the renewal application for the ASR system. The renewal application must be received by the FDEP by February 23, 2018 to be considered timely. Permit expires on April 23, 2018. Renewal Application was submitted on February 21, 2018.
- March 2018      Work is ongoing regarding the data analysis from the pilot test. Authority and Consultant staff held a project meeting on March 7<sup>th</sup> to discuss ongoing data analysis and project timeframe. Completion of the Final Report for the test program is projected in April 2018.
- April 2018      Held kick-off meeting (phone conference) with SWFWMD staff & project team for co-funding. Work is ongoing but geochemical analysis is behind schedule. Draft report delayed until late May with final report projected in June.
- May 2018      Work is ongoing regarding the data analysis from the pilot test. Consultant projects draft report available May 25, 2018. Projected schedule for Board consideration of the project is July 25, 2018.
- June 2018      Continuing work to finalize pilot test report. Projected schedule for Board consideration of the project is July 25, 2018.
- July 2018      Presented results from pilot testing partially treated water ASR to the Board on 7/25. Received Board authorization to proceed with permitting of PTW ASR for WF 2.
- August 2018      Pilot study completed. Project staff met with FDEP Tallahassee regulatory staff on 8/16 to discuss test results and inclusion of PTW for ASR in WF 2 in the permit. Based on those discussions, Authority issued written clarification of the request to use PTW on 8/23. FDEP staff continuing evaluation of the application.
- September 2018      Working with SWFWMD staff to revise individual task budgets in funding agreement (without changing Agreement total budget) to reflect actual expenditures and receipt of State grant funding. Received request for additional information on ASR operation Permit application 09/28/2018. Preparing RAI response.
- October 2018      Submitted RAI response 10/12/2018. Awaiting FDEP action. Continuing work on revision of SWFWMD co-funding agreement.
- November 2018      Awaiting FDEP action. Held discussions with SWFWMD staff about pulling the FY 2020 co-funding application for this project because it appears to be fully funded using currently approved dollars from SWFWMD and the State of Florida through 2020.

- December 2018                      Awaiting FDEP action. Continued discussions with SWFWMD staff about pulling the FY 2020 co-funding application for this project because it appears to be fully funded using currently approved dollars from SWFWMD and the State of Florida through 2020.
- January 2019                        Awaiting FDEP action. Prepared board item recommending pulling the FY 2020 co-funding application for this project for reasons atated previously. Phone discussion with FDEP staff 1/22/2019 about application status. FDEP staff reports they need to meet with the U.S. EPA to discuss ASR issues and until that is completed no action is expected to be taken on the application. U.S. EPA discussions are expected “soon”.
- February/March 2019              Received copy of March 1, 2019 letter from U.S. EPA to FDEP regarding ASR System Permitting. Awaiting FDEP interpretation of the letter and action on permit for the Authority project.
- April/ May 2019                    Awaiting FDEP interpretation of the letter and action on permit for the Authority project.
- June/ July 2019                    Held phone discussion with FDEP staff in June. FDEP staff indicate that the Department has not received direction from the USEPA on anything other than fully treated drinking water ASR projects and as such – until they receive such direction they do not know when they will take action on permit applications that request ASR or recharge with partially treated or raw water.
- Aug./ Sept. 2019                    August 15, 2019 - received Amendment 1 to SWFWMD co-funding Agreement extending project agreement until December 31, 2021, and reducing SWFWMD funding from \$120,500 to \$20,500. Time extension required due to FDEP inactivity on ASR permit modification. Co-Funding amount reduced due to receipt of \$1M from State of Florida for the project which will carry work through most of the final design stage.
- Oct./ Nov. 2019                    October 2, 2019 Board approved Amendment 1 to SWFWMD co-funding Agreement extending project agreement until December 31, 2021, and reducing SWFWMD funding from \$120,500 to \$20,500.
- Dec. 2019–June 2020              Awaiting FDEP action.
- July 2020                              Pursuant to a July 14 conference call regarding the ASR permit application, on July 30 the Authority provided a proposed plan for using partially treated water (PTW) including disinfection treatment

as a source water for PRF ASR Wellfield No. 2 (ASR WF 2). Per FDEP's request, the Authority submitted:

- 1) a proposed plan for the implementation of disinfection treatment of the PTW source water
- 2) a review of the secondary drinking water standards (i.e., aesthetic standards) of the source water that may require a zone of discharge (ZOD) or water quality criteria exemption (WQCE); and
- 3) a proposed monitoring plan

Additional infrastructure is required to implement PTW at WF 2, including a new pump station, additional piping, and filtration. The Authority also proposed disinfection treatment of the PTW (most likely chloramine; same method currently used at the PRF) to meet the total coliform groundwater discharge standard while maintaining compliance with primary drinking water standards (DWS) for disinfection byproducts (DBPs). The chloramine concentration and total contact time required for effective disinfection of PTW are to be determined through a study that will provide design criteria for related infrastructure.

A review of available data confirmed that aluminum, color, iron, and odor are the only secondary DWSs requiring a ZOD, and that there are no primary DWS of concern in the PTW other than total coliform (which is proposed to be treated through disinfection). None of these secondary DWSs are regulated by Environmental Protection Agency (EPA). The Authority currently has a WQCE for arsenic mobilization and it has been indicated by the FDEP that a ZOD for arsenic is preferred over a WQCE. The Authority requested that the permit include a ZOD for the foregoing secondary DWSs (i.e., aesthetic standards) and for arsenic mobilization that encompasses the Suwannee Limestone on property owned or otherwise controlled by the Authority (a depth interval from 500-1,000 feet below land surface). The Authority also provided details of a proposed update to the Authority's already extensive monitoring plan.

- Aug. 2020 – Sept. 2021 The Authority engaged Hazen & Sawyer to conduct a study to confirm the ideal methodology for providing disinfection of PTW. A study entitled "Disinfection Study of Partially Treated Surface Water for Aquifer Storage and Recovery" was published on September 14, 2021. The study determined that disinfection standards can be met in the PTW source water without exceeding DWSs for DBPs. On September 28, 2021, the Authority submitted the study to FDEP along with other pertinent information regarding the history of the Authority's ASR operations since the 1980s, the

Department's previous authorization to conduct the PTW pilot test, results of the pilot test, and the history of the Authority's pending permit application which has been in-house since 2018. Based on this information, the Authority requested the Department move forward with re-permitting the Authority's ASR operations as provided in the permit application.

The Authority currently has a WQCE for arsenic mobilization that was issued February 12, 2013. A letter from EPA issued September 27, 2013, allows for arsenic mobilization at ASR facilities serving public water systems. The letter allows for re-permitting of Peace River's ASR facility using permit conditions which are protective of public water systems and other groundwater users.

The Authority has operated the ASR system since the 1980's without endangering groundwater users. As documented in the annual reports (the most recent being August 2021) arsenic mobilization is limited to a small number of wells under the Authority's control. The report's Executive Summary lists the following points to demonstrate public health has not been endangered through operation of the ASR system.

- Water recovered from the ASR system is pumped to the reservoirs where it mixes with surface water and is then retreated at the water treatment plant (WTP), which significantly reduces the arsenic concentration. Finished water from the WTP meets all state and federal drinking water standards.
- As demonstrated in this report, the Authority has an extensive monitoring well network with a very robust dataset. This network has demonstrated that the areal extent of arsenic exceedances is limited to land owned or controlled by the Authority.
- There is strong evidence that arsenic is unstable in groundwater when influenced by ASR operations and reabsorbs to the host rock matrix relatively near the ASR boreholes.
- No competing users of the storage zone are located near either of the ASR wellfields.
- The Authority owns or controls a large area of land surrounding the ASR wellfields (institutional control) and data have demonstrated arsenic mobilization remains onsite.
- Arsenic concentrations have decreased with continued use of the ASR system, with most of the ASR wells now operating within the DWS.

The Authority requested the permit include a specific condition referencing the 2013 EPA letter, and requested the Department move forward with drafting a renewed Operation permit for storage



and recovery of both potable water and PTSW from the onsite reservoirs in ASR WF 2 and only potable water in ASR WF 1. Only potable water will be recharged for the first few years under the permit renewal while the infrastructure is added to recharge PTSW which meets primary drinking water standards.

- Oct. - July 11, 2022

Continued communications with the Department and development of the technical and legal aspects of a Petition for Water Quality Criteria Exemption (Petition). A conference call was conducted with the Department on April 28, 2022, to discuss the approach and content of the Petition and the Department's intent with respect to the Petition and reissuance of the Operation permit. A Petition was submitted on May 26, 2020 and received by FDEP on May 27, 2022. The Petition regards four secondary drinking water standards including aluminum, iron, odor and color. The Authority is awaiting action by the Department.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
August 3, 2022***

**ROUTINE STATUS REPORTS  
ITEM 8**

**Peace River Basin Report**

**MEMORANDUM**

**TO:** Board Members and Mike Coates  
**FROM:** Doug Manson, Laura Donaldson, and Paria Shirzadi Heeter  
**RE:** Peace River Basin Report  
**DATE:** July 11, 2022

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**Mosaic Fertilizer, LLC- South Fort Meade Mine ERP**

On March 11, 2022, Mosaic Fertilizer, LLC (“Mosaic”) submitted an application to the Florida Department of Environmental Protection (“DEP”) to expand the environmental resource permit (“ERP”), conceptual reclamation plan (“CRP”), and project area boundary of its South Fort Meade Hardee County (“SFM-HC”) mine to incorporate approximately 132 additional acres (the “2021-01 Infills Parcels”) within Section 30, Township 33 south, Range 26 east. The 2021-01 Infills Parcels are comprised of 129.2 acres recently purchased by Mosaic, along with 2.8 acres within the right-of-way of Platt Road, which Mosaic will ask the Hardee County Board of County Commissioners to vacate. The application states that acquisition of the 2021-01 Infills Parcels provides the ability for mining equipment to access 21.5 acres currently classified as “undisturbed” in the existing ERP (collectively, the expanded boundary and reclassification shall be referred to as “2021-01 Infills Project”).

The 2021-01 Infills Project consists of 153.5 acres, which is comprised of: (1) increasing the SFM-HC mine boundary and corresponding ERP Permit Area to include the 2021-01 Infills Parcels; and (2) increasing the acres to be mined/disturbed to include portions of the 2021-

01 Infills Parcels as well as reclassifying a 21.5-acre area within the existing SFM-HC mine and ERP boundary from undisturbed to mined or disturbed. Extraction of the phosphate ore present will require approximately 1 year to complete. Mosaic's application for the 2021-01 Infills Project also requests the following modifications to the ERP: expand the surface water management (ditch and berm) system to encompass the expanded mine boundary/project area; authorize clearing of 9.20 acres of wetlands and 2.49 acres of other surface waters ("OSWs") within the Infill Parcels; re-establish drainage patterns through mine reclamation; and authorize the application of mitigation bank credits to offset wetlands/OSWs impacts.

Additionally, the application states that Mosaic is also applying for a State 404 Permit to authorize discharges of dredged or fill material into 11.69 acres of areas treated as waters of the United States for purposes of this application, all of which are located on the 2021-01 Infills Parcels. No other impacts to waters of the United States will occur within the modified project boundaries, including within the 21.5 acres of newly accessible uplands. Generally, the State 404 Permit area is located south of Perdue Road, east of Boyd Cowart Road, west of Platt Road, and north of Jack Jones Road.

The existing South Fort Meade Mine discharges treated excess process wastewater, stormwater runoff, groundwater inflow, and reclaimed domestic wastewater from designated outfalls into unnamed swales that then discharge into the Peace River. The application for this permit modification states that during the construction phase, rainfall and runoff within the 2021-01 Infills Project area will be contained and routed to the mine water system, and that any needed discharges will be in accordance with the South Fort Meade Mine Industrial Wastewater Facility Permit No. FL0037958, which authorizes construction and operation of outfalls into Parker Branch

and Little Charlie Creek in Hardee County (both of which are located within the Peace River watershed).

On April 8, 2022, DEP issued a RAI to Mosaic in response to the permit renewal application, and Mosaic submitted its RAI response on May 18, 2022. The RAI and response address the following issues: sufficiency of the proposed mitigation (including whether the proposed mitigation fully offsets the functions of the wetlands and other surface waters in the Peace River proposed for impact); providing ERP supporting figures showing existing topography, jurisdictional areas, existing wetlands reference numbers, and post reclamation topography; missing documentation of real property interest for the portion of Platt Road proposed to be mined; explanation of how the different reclaimed stream designs will result in stable stream system post reclamation; comments received from the Florida Fish and Wildlife Conservation Commission; missing aerial photos of each wetland; information on the during-mining condition for several sub-items (such as during mining construction plans and locations of existing and proposed outfalls); dimensions and elevations for the proposed excavated area; basin maps for the construction phase and basin acreages for all phases; providing an updated hydrologic analysis and model information which is specific to this addition and reflects the proposed site conditions; the Integrated Water Use Permit dewatering and hydrologic monitoring plans; clarification or revision of submitted maps; and an inventory of supply wells, monitoring wells, and piezometers.

**Mosaic Fertilizer, LLC- South Fort Meade Mine Industrial Wastewater Facility Permit**

On June 15, 2022, DEP gave notice of its preparation of a draft permit renewal of Mosaic's Industrial Wastewater Facility Permit (No. FL0037958) for continued operation of its South Fort Meade Mine Facility in Polk County. There are no changes in the permitted activities for this permit



renewal. This permit authorizes the discharge of treated excess wastewater from its mining and beneficiation activities through 4 designated outfalls: Outfall D-001 discharges to the Peace River, Outfall D-002 discharges to Parker Branch (a tributary of the Peace River), and Outfalls D-003 and D-003, each discharge to Little Charlie Creek (also a tributary of the Peace River). Also, included in this permit are requirements to monitor potential impacts to groundwater.

**Mosaic Fertilizer, LLC- Bonnie Mine Facility**

On February 4, 2019, Mosaic submitted a National Pollutant Discharge Elimination System (“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.

On March 25, 2021, Mosaic submitted a “Second Additional Response Supportive of February 2, 2021 Supplemental Information,” (“Second Response”) which includes additional water quality analysis, and discusses the water transfer scenario, the treatment of the Bonnie Facility discharges, and compliance with conductivity limits. The Second Response states that Mosaic is anticipating the transfer of water from the New Wales Facility to the Green Bay Facility under existing authorizations, whereby the water will be further transferred to the Bartow Facility (as authorized

by existing NPDES permits FL0000752 and FL0001589). It also states that the transfer of water between the New Wales, Green Bay and, ultimately, Bartow Facilities began during March 2021 and, at this time, Mosaic anticipates a total of approximately 145 million gallons of first-stage lime treated water to be transferred from the Bartow Facility to the Bonnie Facility during 2021. Mosaic's March 25, 2021 correspondence stated that the submittal of the Second Response 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 January 26, 2022, the United States Environmental Protection Agency ("EPA") issued a letter to DEP informing them that, in accordance with the EPA/DEP Memorandum of Agreement ("MOA"), the EPA needs to invoke the 60-day extension provision in the MOA to review the above-referenced draft NPDES permit and accompanying materials received by the EPA on December 28, 2021. The letter stated that EPA staff request this further review time to gather additional information pertinent to this permit reissuance, and correspondence from EPA accompanying the letter explained that the reason for the request for extra time was to coordinate their review with their water quality standards and listing and assessment staff.

Although the 60-day extension period explained above has since expired, as of the date of this report, no new documents, including a new permit, have been added to the DEP online database for this permit other than results from a June 2, 2022 whole effluent toxicity test.

The Bonnie Facility is located at 2501 Bonnie Mine Rd in Bartow, Florida, near the western boundary of the Peace River watershed.

**Mosaic Fertilizer, LLC- Bartow Facility Leak/Crack**

In January 2022, Mosaic notified DEP that it discovered 3 additional tears<sup>1</sup> in the freshwater ditch east of the North Pond of the North Gypsum Stack (“NGS”) at the Bartow Facility. Mosaic’s correspondence to DEP notifying them of the critical conditions (for the January tears) explained that all damage was above the water line, Mosaic responded in a prompt manner, there was no immediate risk to the environment, and that the areas will be cleaned and repaired. On March 1, 2022, Mosaic submitted a report to DEP prepared by a third party engineer, Ardaman & Associates, Inc. (“Ardaman”) stating that the liner repair activities for the January 2022 tears were inspected by a third party engineer to verify and document that the material and placement techniques were acceptable.

Additionally, on January 11, 2022, a valve was inadvertently left open resulting in approximately 33,000 gallons of sulfuric acid cleaning solution being released to the process wastewater system, rather than to the big holding tank, in violation of the judicial consent decree the facility is operating under. On April 28, 2022, DEP issued a letter stating that DEP staff had conducted a hazardous waste discharge inspection of the Bartow Facility on January 26, 2022 (and attached a copy of the inspection report). The letter requested that Mosaic address the corrective actions for the January 11, 2022 discharge along with the 2021 Mosaic releases that were outlined in DEP Warning Letter #WL22-06HW53SWD issued on January 24, 2022 (the warning letter addresses discharges from the Mosaic Riverview Facility, Bartow Facility, and New Wales Facility.)

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<sup>1</sup> As explained in prior reports, other tears/leaks at the Bartow Facility’s NGS and South Gypsum Stack have been reported by Mosaic to DEP in 2020 and 2021. Mosaic is also still providing weekly updates to DEP for repair work being done at the South Gypsum Stack of the Bartow Facility.

On June 23, 2022, DEP issued a proposed consent order (OGC File No. 22-2000) (“Consent Order”) between DEP and Mosaic addressing discharges and overflows that occurred between May 2021 and May 2022 from Mosaic’s Riverview, Bartow, and New Wales Facilities. The proposed Consent Order sets forth several corrective actions Mosaic must take at each of these facilities, as well as penalties and fines. If Mosaic agrees to the proposed Consent Order, it must execute it and provide to DEP by July 22, 2022.

The Bartow Facility is located at 3200 State Road 60 West in Polk County, at the boundary line of the Peace River watershed and over 50 miles away from the Peace River Regional Water Supply Authority Facility. However, one of the Bartow Facility’s outfalls (Outfall D-002) discharges treated process wastewater, non-process wastewater, and stormwater to an unnamed ditch that flows to Six Mile Creek, which ultimately enters the Peace River.

**Mosaic Fertilizer—Green Bay Facility Line Tear/Repair**

On December 2, 2021, Mosaic had notified DEP that while performing a routine inspection of the Green Bay Facility on December 1, 2021, Mosaic had observed a liner tear (“December liner tear”) where the idled north gypsum stack to closed south gypsum stack transfer discharge pipe is located at the northwest corner of the Lined East Pond of the Green Bay Facility located in Polk County, Florida. The December liner tear was located well above the water level in the pond at the time of identification. Repairs to the December liner tear were completed on December 12, 2021. The repair activities were inspected by Ardaman to verify and document that the material and placement techniques were acceptable. On January 24, 2022, Mosaic submitted to DEP a summary report that was prepared by Ardaman to document field observations and inspections for construction quality assurance activities for the repairs conducted to the exposed liner system.

An additional 14 tears (in a different pond/location of the Green Bay Facility than the December liner tear) were also identified and reported to DEP by Mosaic in January of 2022. The repairs to these observed conditions were completed between January 24 and January 31, 2022, and on June 1, 2022, Mosaic submitted a summary report prepared by Ardaman to document construction quality assurance activities undertaken for the geomembrane liner repair conducted to the liner system associated with the East Pond and Center Pond of the closed South Gypsum Stack at the Green Bay Facility.

On April 14, 2022, Mosaic also notified DEP that Mosaic identified 1 location with a suspected liner tear within the Regional Holding Pond (the location of the suspected tear is below the water line, and Mosaic is taking additional steps to confirm the location of the suspected tear) and another liner tear at the South Gypsum Stack Center Cell (this tear is located above the water line and will be repaired by Mosaic). On April 21, 2022, Mosaic submitted an update on the April 14<sup>th</sup> reported conditions, which included an approximate location of the tear and plan of action for investigation and repair of the conditions. On June 7, 2022, Mosaic submitted a summary report prepared by Ardaman to document construction quality assurance activities undertaken for the geomembrane liner repair conducted to the liner system associated with the April 14<sup>th</sup> Center Pond tear, which was conducted on May 31, 2022.

Additionally, on June 1, 2022, Mosaic discovered 4 tears in the leachate collection sump at the Green Bay Facility. Liner repair work was done on June 3, 2022 and, on June 13, 2022, Mosaic submitted a summary report prepared by Ardaman to document construction quality assurance activities undertaken for the geomembrane liner repair conducted for these 4 tears.



The Green Bay Facility is located near the boundary of the Peace River watershed. Additionally, it should be noted that in May 2021, DEP issued a NPDES permit major modification (No. FL0001589-025) to Mosaic to establish a pipeline corridor and associated conveyance systems connecting the Bartow Facility (NPDES Facility ID FL0001589) to the lined North Phosphogypsum Stack at the Green Bay Facility (NPDES Facility ID FL0000752).

**Mosaic Fertilizer, LLC- Fort Green Mine Manson Jenkins Tract**

On August 17, 2020, Mosaic submitted an application requesting modification of its existing ERP No. MMR\_0142476-009, known as the Manson Jenkins (Southeast) Tract in Manatee County. The original ERP for the project was first issued to IMC Phosphates, Inc., now Mosaic, on November 25, 2002 for phosphate mining and associated activities. A modification was issued to Mosaic in 2011 that brought the ERP into substantial conformance with the Fort Green Mine conceptual plan that was issued at about the same time. The 2011 modification reflected a substantial reduction of wetland impacts, mitigation changes, and the sale of a small parcel within the original project area. The approved ERP, as modified, authorized impacts to 296.3 acres of wetlands and other surface waters and required mitigation.

This application requests the following modifications to the ERP: changes in mitigation to reflect the actual shapes of constructed, delineated, or future constructed wetlands; shifting of some planned mitigation located within the access corridors and West Fork of Horse Creek ("WFHC") crossing to other areas within project boundary to not delay mitigation construction; and all impact and mitigation acres for WFHC crossing are included in the overall mitigation acreage balance, with most already constructed. This application also request an extension of the permit expiration date for an additional 15 years, to December 31, 2036.

On December 9, 2021, Mosaic submitted a response to a September 16, 2020 RAI regarding the modification application. The RAI requested that Mosaic provide, and Mosaic submitted, the following: the request for modification using the correct forms; documentation supporting Mosaic's statement that the permit area will not support the total amount of linear stream footage approved in the previous permit modification and to provide alternatives to the linear stream footage; the location that the wetlands mitigation have been shifted to in this requested modification; hydrologic data collection for the mitigation wetlands; hydrologic and vegetation data for the reference wetlands; updated cross-sections for each wetland included in the modification request; and hydrological modeling for the project area.

On January 7, 2022, DEP issued another RAI in response to the December 9, 2021 submittal (which this RAI refers to as the major modification application). Mosaic submitted its response to the RAI on April 7, 2022. The RAI response included the following additional information: a field visit was conducted by DEP staff along the proposed conservation easement ("CE") areas to verify suitability and Mosaic is awaiting DEP's assessment of the proposed CE areas; Ona Shrub Wetland Reference Hydrologic Data for hydrologic reference wetland data for shrub marshes; clarification as to how the proposed construction activities will not have adverse effects on the conservation of fish or wildlife; clarification as to how measures will be taken, during construction activities, to avoid impacts to wetland-dependent wildlife and/or listed species that use uplands for nesting or denning; clarification regarding construction status of wetlands classified as "partially complete" or "not complete" on the wetland action plan submitted by Mosaic; the location of the 15.8 acres proposed to be added to the phase II CE area; piezometer locations and data; the seasonal high water level and wetland normal pool elevations for each wetland or surface water within the project

site; cross sections for mitigation areas; impact summary tables; a hydrological monitoring plan; clarification that the total project area is 2086.7 acres and the total acreage of mitigation is 410.6 acres; GIS data for the wetlands, land use, and topography; additional flow ways evaluation information; additional information regarding proposed stream and valley design specifications; and several items relating to a comparative hydrological analysis conducted for the project site.

On May 5, 2022, DEP issued another RAI to which Mosaic responded on June 14, 2022. This RAI and response included the following: engineer of record information; additional groundwater monitoring information; rational/calculation/design details related to value selection for different parameters; and additional modeling details.

The Fort Green Mine is located in Manatee County, adjacent to Duette Road, and within the Horse Creek and Gum Swamp Branch sub-basins in the Peace River watershed.

### **Sarasota County BOCC—Water Use Permit**

On November 1, 2021, the Southwest Florida Water Management District (“SWFWMD”) received a water use permit modification application (permit no. 8836.015) from Sarasota County BOCC. The application requests to increase the consolidated permit’s permitted allocation. The proposed permit modification is for an annual average allocation of 19.987 million gallons per day (“mgd”) (increased from the currently permitted 13.737 mgd) and peak month allocation of 22.748 mgd (increased from the currently permitted 16.499 mgd). The permit is for public supply uses in Sarasota and Manatee Counties and is located in the Most Impacted Area of the Southern Water Use Caution Area and Manasota basin.

More specifically, the application requests a modification of the existing permit to allocate the additional 8.25 mgd in withdrawals to the Carlton Memorial Reserve Wellfield (“CMRW”) and

to remove the University Parkway Wellfield (“UPW”) withdrawals (which consist of 7 active groundwater supply wells that are permitted to provide up to 2 mgd average annual daily flow of raw brackish water for treatment and blending at the University Parkway Water Treatment Facility). The memorandum submitted with the application explains that the amount of increased groundwater withdrawals from the CMRW as part of the permit modification is tied to the quantity of groundwater that can be safely withdrawn without impacting the Most Impacted Area of the Southern Water Use Caution Area, and presents the impact analysis associated with an additional allocation of 8.25 mgd from the CMRW coupled with the elimination of the UPW withdrawals.

On December 1, 2021, SWFWMD issued a RAI requesting a revised version of the CMRW Management Plan (dated November 2019) and the CMRW Environmental Monitoring Plan (dated May 14, 2013), as well as other additional information, including: what will occur with the withdrawals located at the UPW (whether these wells are planning to be plugged and abandoned after successful completion of phase 3 of the project, or if there will be other proposed uses for them at that time); the casing diameters and mainline diameters of the newly proposed wells; a more relevant discussion of predicted impacts with respect to the water resources in the area and reasonable assurance that any wetlands on and near CMRW will not be impacted by the proposed increases; and corrected modeling. On February 28, March 8, and April 8, 2022, submittals were made by the applicant in response to the RAI.

On May 2, 2022, SWFWMD gave notice of its proposed agency action to issue the permit for the requested quantities (permit no. 8836.015). The SWFWMD Governing Board approved the permit and it was issued on May 24, 2022.

**Merced Chavez—Water Use Permit**

On May 19, 2022, SWFWMD received a water use permit modification application (permit no. 5599.012) from Merced and Deyanira Chavez for the Chavez Farm project, which includes an increase in the permitted allocation. The application requests an annual average quantity of 1.0807 mgd (increased from the currently permitted 0.300 mgd) and peak month quantity of 3.2346 mgd (increased from the currently permitted 2.484 mgd). On June 3, 2022, SWFWMD issued an RAI asking the applicant to explain the modifications being requested, including a demonstration of water demand, and to provide impact analysis and associated groundwater modeling information. The RAI also states that this water use is in proximity to the Most Impacted Area (“MIA”), where further impacts to the Upper Floridan aquifer cannot be permitted, and a Net Benefit may be required. The RAI further explains that the annual average quantities may be maxed at 0.3 mgd and any increase may further impact the MIA. The permit is for agricultural uses in Manatee County and is located in the Southern Water Use Caution Area and Manasota basin.

**City of Lake Alfred—Water Use Permit**

On June 7, 2022, SWFWMD received a water use permit modification application (permit no. 6624.011) from the City of Lake Alfred, which includes an increase in the permitted allocation. The application requests an annual average quantity of 2.93 mgd (increased from the currently permitted 1.3027 mgd) and peak month quantity of 3.899 mgd (increased from the currently permitted 1.5632 mgd). The permit is for public supply uses in Polk County and is located in the Southern Water Use Caution Area and Peace River and Green Swamp basins.



**South Ft. Meade Partnership, LP—Water Use Permit**

On June 20, 2022, SWFWMD received an application from South Ft. Meade Partnership, LP for a water use permit renewal (permit no.3258.008) for its Parker Farms project. The permit application requests an annual average quantity of 1.171 mgd and peak month quantity of 2.863 mgd. The application does not request any change in the permitted quantities, but an RAI issued by SWFWMD states that review of reported pumpage data indicates little to no reported water use for this permit for the past 10 years. The RAI requests a business plan (including dates for conversion from mining operations to agricultural production) and additional information supporting the requested demand. The permit is for agricultural uses in Hardee County and is located in the Southern Water Use Caution Area and Peace River basin.

**City of Davenport- Water Use Permit**

On June 23, 2022, SWFWMD received a water use permit modification application (No. 5750.011) from the City of Davenport for public supply uses in Polk County. The permit application requests to increase the permitted allocation due to current and future development within the City of Davenport's service area. The application requests an annual average allocation of 4.020 million gallons per day (increased from the currently permitted 2.1637 mgd) and peak month allocation of 5.226 mgd (increased from the currently permitted 2.684 mgd). The application also requests the addition of 1 well (in addition to the 3 under the existing permit). The water use is located in the Peace River and Green Swamp Basins and is not located in a Water Use Caution Area.