

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

AGENDA

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

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

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

BOARD OF DIRECTORS

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

CALL TO ORDER

INVOCATION

Commissioner Elton Langford

PLEDGE OF ALLEGIANCE

Led by the Board

WELCOME GUESTS

HOST COUNTY REMARKS

Jonathan Lewis, Sarasota County Administrator

PUBLIC COMMENTS

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

CONSENT AGENDA

1. Minutes of August 3, 2022 Board of Directors Meeting
2. Disbursement of Funds for FY 2022 Debt Service Coverage Payments
3. Resolution 2022-08 ‘Resolution Authorizing Alternative Signatory Delegation’
4. Final Reconciliatory Change Order with JH Hamm to Close Out 25kV Switch Gear Project
5. Award Work Order to TLC Diversified, Inc., for DeSoto Booster Station Improvements
6. Partially Treated Water ASR Project SWFWMD Co-Funding Agreement

REGULAR AGENDA

1. Water Supply Conditions – Staff Presentation
2. Legislative Priorities for FY 2023
3. \$100 Million Line of Credit Approval
4. Projects for State of Florida Grant Funding (Local Funding Initiatives)
5. SWFWMD FY 2024 Cooperative Funding Initiative – Updated Project Co-Funding Applications
6. Phase 3C Regional Interconnect Contract Approval and Guaranteed Maximum Price No. 1
7. Phase 2B Regional Interconnect Contract Approval and Guaranteed Maximum Price No. 1
8. Peace River Reservoir No. 3 (PR³) Project Update
9. Regional Water Treatment Plant Expansion Project Update
10. New Water Allocations and Contracting for Surface Water Supply Expansion Project at Peace River Facility

CHAIRMAN’S REPORT

1. Annual Review of Executive Director
2. Awards

GENERAL COUNSEL’S REPORT

EXECUTIVE DIRECTOR’S REPORT

ELECTION OF OFFICERS

1. Election of Chairman and Vice-Chairman for 2023

ROUTINE STATUS REPORTS

1. Hydrologic Conditions Report
2. Check Registers for July and August 2022
3. Peace River Regional Reservoir No. 3 Project (PR³) Preliminary Design
4. Regional Integrated Loop System Phase 2B Progressive Design Build
5. Regional Integrated Loop System Phase 3C Progressive Design Build
6. DeSoto Booster Pumping Station Project
7. Peace River Basin Report

BOARD MEMBER COMMENTS

PUBLIC COMMENTS *(if necessary)*

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

ANNOUNCEMENTS

Friends of Peace Water BBQ

November 4, 2022 @ 11:30 a.m. (Tentative)

Peace River Facility Ranch House

8998 SW County Road 769, Arcadia, FL 34269

Next Authority Board Meeting

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

Manatee County Administration Center

Honorable Patricia M Glass Chambers, First Floor

1112 Manatee Avenue West, Bradenton, Florida

ADJOURNMENT

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

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

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 5, 2022***

**CONSENT AGENDA
ITEM 1**

Minutes of August 3, 2022 Board of Directors Meeting

Recommended Action -

Motion to approve minutes of August 3, 2022 Board of Directors Meeting.

Draft minutes of the August 3, 2022 Board of Directors Meeting are provided for Board approval.

Attachments:

Draft Minutes of August 3, 2022 Board of Directors Meeting

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

DeSoto County Administrator Mandy Hines made welcoming remarks.

PUBLIC COMMENTS

No public comment was made.

AWARDS/RECOGNITIONS

1. Employee Service Recognition

Ms. Holcomb along with Mr. Coates and the members of the Board presented employee service recognition awards to the dedicated employees who achieved significant milestones in longevity with the Authority.

PUBLIC HEARING – BUDGET FOR FY 2023

1. Open Public Hearing

Commissioner Maio opened the public hearing at 9:45 a.m.

2. Presentation of Budget for FY 2023

Mr. Coates presented the proposed final budget for FY 2023.

3. Public Comment

No public comments were made.

4. Close Public Hearing

Motion was made by Commissioner Doherty, seconded by Commissioner Langford, to close the Public Hearing. Motion was approved unanimously.

Commissioner Maio closed the public hearing at 10:05 a.m.

BUDGET FOR FY 2023

1. Adoption of Budget for FY 2023

Mr. Coates recommended approval of the proposed final budget for FY 2023 in the amount of \$78,327,527.

Motion was made by Commissioner Doherty, seconded by Commissioner Langford, to approve the Budget for FY 2023 in the amount of \$78,327,527. Motion was approved unanimously.

2. 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’.

Motion was made by Commissioner Doherty, seconded by Commissioner Langford, to approve Resolution 2022-05 ‘Resolution Setting Forth Rates, Fees and Charges for FY 2023’. Motion was approved unanimously.

CONSENT AGENDA

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

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

- 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 |

Mr. Coates noted that Mr. Anderson was unavailable to provide the Water Supply Conditions update this month, but that supply conditions are good, and there was nothing else of significance to report for this item.

2. Projects for SWFWMD FY 2024 Cooperative Funding Initiative

Terri Holcomb presented on the FY 2024 Cooperative Funding Initiative applications for the Southwest Florida Water Management Districts (SWFWMD) are due October 7, 2022. Five (5) 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 | Regional Reclaimed Water Supply System – Feasibility Study | \$400,000 |

Ms. Holcomb explained that the Partially Treated Surface Water Aquifer Storage and Recovery Project that was originally included on the list for submittal was removed following staff discussions with SWFWMD earlier in the week. The district indicated during those discussions that as part of their cooperative funding program requirements moving forward, any projects submitted for co-funding will need to have a 30 percent design review and third-party review on the cost estimates submitted along with the project application. The Partially Treated Surface Water ASR Project will not meet this requirement by the deadline to submit and was therefore pulled from the list.

Motion was made by Commissioner Doherty, seconded by Commissioner Langford, to authorize submittal of the Authority’s FY 2024 Cooperative Funding Initiative Applications to the Southwest Florida Water Management District for five regional projects and approve recommended project cooperative funding ranking. Motion was approved unanimously.

3. Florida Department of Environmental Protection Resilient Florida Program – FY 2023 Grant Request

Ms. Holcomb presented on this item for the Board’s information only. 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. This is an informational item and no Board action is required.

4. Regional Integrated Loop System Phase 3C Interconnect Project – Progressive Design-Build Contractor Selection

Mr. Knowles discussed the project and the status of the Progressive Design Build contractor selection process 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 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

Mr. Knowles indicated that on May 24, 2022, a 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. Mr. Knowles stated that 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). The staff recommends Board approval of Garney Companies, Inc. for the Phase 3C Interconnect Project.

Schedule For Phase 3C Interconnect Project Progressive Design Team

Mr. Knowles reviewed the schedule for the progressive design build on this project which includes:

- **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.

Commissioner Doherty stated that he was glad to see that the team chosen already had so much experience working together on projects. In his experience, this is the key to success for design-builds teams.

Motion was made by Commissioner Doherty, seconded by Commissioner Langford, to approve the Professional Services Evaluation Committee recommendation of Garney Companies, Inc. for the Regional Integrated Loop System Phase 3C Interconnect Project. Motion was approved unanimously.

5. Regional Integrated Loop System Phase 2B Interconnect Project – Progressive Design-Build Contractor Selection

Mr. Knowles discussed the status of the Progressive Design Build contractor selection process 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 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

Mr. Knowles stated that on May 24, 2022, a 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

Mr. Knowles reviewed the schedule for the progressive design build on this project which includes:

- **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.

Commissioner Doherty said that he was glad that a team was chosen that already had quite a bit of experience working together on projects like this, and that this experience included other design-build team projects.

Motion was made by Commissioner Doherty, seconded by Commissioner Langford, to approve the Professional Services Evaluation Committee recommendation of Garney Companies, Inc. for the Regional Integrated Loop System Phase 3C Interconnect Project. Motion was approved unanimously.

6. Purchase of Phase 3C Regional Interconnect Pumping Station Site and Associated Easements

Mr. Knowles discussed the purchase of pumping station site and associated easements for the Phase 3C Regional Interconnect Project.

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.

Motion was made by Commissioner Doherty, seconded by Commissioner Langford, 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. Motion was approved unanimously.

7. Initial Funding Program for Phase 2B and 3C Regional Interconnect

Ms. Lee along with Natalie Sidor of PRAG discussed the Initial Funding Program for the Phase 2B and 3C Regional Interconnect Projects.

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.

Motion was made by Commissioner Doherty, seconded by Commissioner Langford, 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. Motion was approved unanimously.

8. Master Water Supply Contract Revisions (Clean-Up)

Mr. Manson stated that 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. He noted that examples of clean-up items in the MWSC had been reviewed with the Board at previous meetings. He asked for Board authorization to provide the revised Contract to Customers for approval by their respective Board of County Commissioners.

Motion was made by Commissioner Langford, seconded by Commissioner Doherty, to approve the revised Master Water Supply Contract language and authorize release of the revised contract to Authority Customers for consideration and approval. Motion was approved unanimously.

9. Surface Water Supply Expansion Project Approval (Reservoir No. 3 + Water Treatment Plant Expansion)

Ms. Holcomb presented on the Surface Water Supply Expansion Project. The 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.

Ms. Holcomb noted that 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.

Motion was made by Commissioner Doherty, seconded by Commissioner Langford, 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. Motion was approved unanimously.

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

No public comment was made.

ANNOUNCEMENTS

Next Authority Board Meeting

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

Sarasota County Commission Chambers, First Floor

1660 Ringling Boulevard, Sarasota, Florida

ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 11:18 a.m.

Commissioner Alan Maio
Chairman

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 5, 2022

CONSENT AGENDA
ITEM 2

Disbursement of Funds for
FY 2022 Debt Service Coverage Payments

Recommended Action - **Motion** to approve Fund Disbursements in accordance with the FY 2023 Budget.

Funds were collected for debt service coverage to meet bond covenants in the base rate charge from Authority Customers in FY 2022. The FY 2023 Budget includes the disbursement of these funds back to the respective Customers. The disbursements of funds as approved in the FY 2023 Budget are shown below.

| Customer | Fund Disbursement |
|--------------------|--------------------------|
| Charlotte County | \$336,764 |
| DeSoto County | \$35,729 |
| Sarasota County | \$1,000,049 |
| City of North Port | \$147,326 |
| Total | \$1,519,868 |

Budget Action: No action needed.

Attachments:
FY 2023 Budget page 7

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

| EXPENDITURES | Administrative Office | Facilities | Total Enterprise Fund |
|--|----------------------------------|----------------------|----------------------------------|
| <u>NON-RATE RELATED EXPENDITURES</u> | | | |
| Projects | | | |
| 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 |
| Fund Disbursements (Debt Coverage Payment FY2022) | | | |
| 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 |
| Total Non-Rate Related Expenditures | | 32,844,868 | 32,844,868 |
| Total Expenditures | \$ 525,139 | \$ 77,802,389 | \$ 78,327,527 |

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 5, 2022

CONSENT AGENDA
ITEM 3

Resolution 2022-08 ‘Resolution Authorizing Alternative Signatory Delegation’

Recommended Action -

Motion to approve Resolution No. 2022-08 ‘Resolution Authorizing Alternate Signatory Delegation’.

The Board, through the documents of the Authority, delegates the Executive Director the authority to represent the Authority and to execute documents for the Authority. At times the Executive Director is out-of-town and not available to execute documents in a timely manner. Specific examples include work directives for construction projects, permit applications, and regulatory clearances required of the on-going projects that require timely signature of the documents to allow the projects to continue without interruption.

Resolution 2022-08 authorizes Terri Holcomb P.E., (Director of Engineering), Richard Anderson (Director of Operations), and James Guida P.G., (Director of Resource Management and Planning) to represent the Authority and to execute documents on behalf of the Executive Director when Mr. Coates is not available.

Attachments:

Resolution No. 2022-08 ‘Resolution Authorizing Alternate Signatory Delegation’

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Resolution 2022-08

RESOLUTION AUTHORIZING ALTERNATIVE SIGNATORY DELEGATION

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, the Authority has adopted a Statement of Agency Organization and Operation under the authority of Section 120.53(4), Florida Statutes and in accordance with Chapter 28-101.001, Florida Administrative Code; and,

WHEREAS, the Executive Director, currently Mike Coates, is the chief executive staff officer of the Authority with duties and authority as delegated in the Statement of Agency Organization and Operation; and,

WHEREAS, at times Mr. Coates may be unavailable to execute documents that are time sensitive in nature; and,

WHEREAS, delegation of alternate staff persons to execute such documents on behalf of the Executive Director when Mr. Coates is not available is beneficial to assure the continuous operation of Authority business without interruption.

NOW, THEREFORE, BE IT RESOLVED, by the Authority Board of the Peace River Manasota Regional Water Supply Authority authorizes Terri Holcomb, P.E. (Director of Engineering), Richard Anderson (Director of Operations), and James Guida, P.G. (Director of Resource Management and Planning) to represent the Authority and to execute documents on behalf of the Executive Director when Mr. Coates is not available.

DONE at Sarasota, Florida this 5th day of October, 2022.

Attest:

Peace River Manasota
Regional Water Supply Authority

Mike Coates, P.G.
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
October 5, 2022

CONSENT AGENDA
ITEM 4

**Final Reconciliatory Change Order with J.H. Ham Engineering
to Close Out 25kV Switch Gear Project**

Recommended Action -

Motion to approve and authorize the Executive Director to execute the Final Change Order No. 1 to the contract with JH Ham Engineering, Inc, for ‘25kV Main Power Switchgear Replacement Project’ extending contractual Substantial and Final Completion dates by 244 and 328 days, respectively.

a. Project Overview

The 25kV Main Power Switchgear Replacement Project included replacement of the Authority’s existing 25kV Main Switchgear connecting the Peace River facility in Arcadia to Florida Power & Light’s commercial electric grid. The existing switchgear was obsolete and replacement parts are difficult to obtain. The project included specialized electrical, instrumentation and switchgear components that were greatly affected by supply chain issues related to the COVID 19 pandemic as well as staffing and scheduling delays directly related to the pandemic. These unforeseen delays in labor and materials affected the contractor and contractor’s vendors through substantial delays in delivery of key project components needed to complete the project. JH Ham Engineering documented these delays and project engineer Black and Veatch concurred that these delays were unavoidable and is recommending approval of the time extension.

b. Final Reconciliation of Project Time and Costs

Staff and Project Engineer Black and Veatch are recommending approval of Final Change Order No. 1 in accordance with an agreement of time extension reached with JH Ham Engineering, Inc. on August 10, 2022. The agreement includes an extension of project Substantial Completion time by 244 days and Final Completion time by 328 days. There is no impact to project cost as the work was completed at a final cost of \$915,306 which is \$54,690 less than the approved total contract amount of \$969,996. Supporting materials include the Black and Veatch Memorandum and JH Ham Engineering’s documentation of lost time due to the COVID 19 pandemic and supply chain issues included in Tabs A, B and C.

Budget Action: No action needed.

Attachments:

Tab A Final Change Order No. 1 with Black and Veatch memorandum supporting time extension
Tab B J.H. Ham letter requesting additional time and documentation of lost time

TAB A
Final Change Order No. 1 with Black and Veatch
memorandum supporting time extension

**Peace River Manasota Regional Water Supply Authority
25kV Main Power Switchgear Replacement Project
CHANGE ORDER NO. 1 (Final)**

Contract: 25kV Main Power Switchgear Replacement Project
Owner: Peace River Manasota Regional Water Supply Authority
Contractor: JH Ham Engineering, Inc
Project Engineer: Black and Veatch

Date of Contract: 09/15/2020
Date of Issuance: _____
Effective Date: _____

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

Attachments: None

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 969,996.00

[Increase] [Decrease] from previously
approved Change Orders:

\$ 0.00

Contract Price prior to this Change Order:

\$ 969,996.00

Decrease with this Change Order:

(\$ 54,690.00)

Contract Price incorporating this Change
Order:

\$ 915,306.00

CHANGE IN CONTRACT TIMES:

Original Contract Times:

Substantial Completion (days or date): 330 days / August 11, 2021

Final Completion (days or date): 365 days / September 15, 2021

Increase from previously approved Change Orders:

0 Days

Substantial Completion (days): 0 days

Final Completion (days): 0 days

Contract Times prior to this Change Order:

Substantial Completion (days or date): 330 days

Final Completion (days or date): 365 days

Increase with this Change Order:

Substantial Completion days increased by 244 calendar days

Final Completion days increased by 328 calendar days

Contract Times with all approved Change Orders including this
Change Order #1:

Substantial Completion (days/date): 574 days / April 12, 2022

Final Completion (days/date): 693 days / July 20, 2022


RECOMMENDED:

Bv: 
Engineer (Authorized Signature)

APPROVED:

By: _____
Owner (Authorized Signature)

ACCEPTED:

ACCEPTED:
By: 
Contractor (Authorized Signature)

Date: 9/21/2022

Date: _____


Date: 9/21/2022

Description and Purpose of this Change Order

| Description of Change | Increase in Contract Price (\$) | Decrease in Contract Price (\$) | Contract Time Extension (days) |
|---|---------------------------------|---------------------------------|--|
| Change In Contract Price – Decrease due to unused Owner’s Allowance Increase in Contract Substantial Completion time and Final Completion time. New Substantial Completion date of April 12, 2022, and New Final Completion date of July 20, 2022. | | (\$54,690.00) | 244 calendar days for substantial completion and 328 days for final completion |

Attachments: None

The Contract Price of \$969,996 is decreased due to unused Owner’s Allowance of \$54,690. The Contract Substantial Completion date shall be extended to April 12, 2022 and Final Completion date shall be extended to July 20, 2022. The undersigned Contractor approves the foregoing Change Order as to the changes, if any, in the Contract Price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in work, and to the extension of time allowed, if any, for completion of the entire work on account of said Change Order. The Contractor agrees to furnish labor and materials and perform necessary work, inclusive of that directly or indirectly related to approved time extension, required to complete the Change Order items. This document will become a supplement of the Contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the Owner.

Recommended:  Engineer Date: 9/21/2022
 Mike McGee, P.E.

ACCEPTED:
 Accepted: By:  /Contractor Date: 9/21/2022
 William Meddleton, Construction Manager

Approved: _____ /Owner Date: _____
 Mike Coates, P.G., Executive Director

Summary of Time Extension Requested

Summary of time extension request outlined in attached Exhibit B from the contractor JH Ham Engineering.

Summary of Scope Change

Full amount of Owner’s Allowance of \$75,000 was not needed. \$20,310 of Owner’s Allowance was used leaving \$54,690 unused.

Peace River – 25kV Main Power Switchgear Replacement Project

B&V Project 409200

B&V File: 65.0000

August 10, 2022

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

RE: Contractor Request for Extension to Contract Time Due to Force Majeure

Dear Mr. Anderson:

The contractor J.H. Ham Engineering, Inc. achieved Final Completion of this switchgear replacement project on July 20, 2022, although this project completion date surpassed the contractual Final Completion Date because of unforeseen time delays related to Covid-19. Per Section 00800 Supplementary Conditions, Paragraph 12, delays in contract time such as this that are not under the contractor's control are defined as legitimate delays due to Force Majeure. As documented in the attached JH HAM Force Majeure Delay Claim Letter dated August 8, 2022, these contract time delays are due to Force Majeure and therefore Black and Veatch recommends that the Authority grant the requested extension of contract time to J.H. Ham.

In summary, Black and Veatch recommends that that the Authority grant J.H. HAM an extension of 244 days to the original Substantial Completion Date and an additional 84 days to the Contractual Final Completion Date, for a resulting total of 328 days of delay to this construction contract because of Force Majeure. Accordingly, we recommend the Authority revise the Contract Times for this project to:

- Substantial Completion: April 12, 2022
- Final Completion: July 20, 2022

Sincerely,

BLACK & VEATCH



Mike McGee, P.E.
Senior Engineering Manager

TAB B
**J.H. Ham letter requesting additional time
and documentation of lost time**

J. H. HAM ENGINEERING, INC.

Electrical & Instrumentation Engineering & Construction

Monday, August 08, 2022

Richard Anderson
Peace River Manasota Regional Water Supply Authority
8998 SW County Road 769
Arcadia, Fl. 34269

RE: 25kV Main Power Switchgear Replacement: Force Majeure delay claim: Update 2
(Ref JHHE/47098N/22/06/23)

Dear Mr. Anderson:

Per section 00800 Supplementary Conditions of the contract for electrical construction for PRMRWSA's 25kV Main Power Switchgear Replacement Project, we hereby submit a claim for additional time required to complete this project in accordance with original plans and specifications. The delays incurred on this project were the result of unforeseen issues that occurred after contract execution related to the COVID-19 pandemic including workforce disruptions incurred by the contractor, contractor's subs and equipment manufacturers, and supply chain and delivery disruptions for key electrical components required to complete the project according to specifications.

Delays related to Covid-19 should be covered as an "epidemic" in replacement paragraphs 12.03A and 12.03C, which are found on p. 16 of section 00800.

As previously discussed, the Authority and J.H. Ham Engineering agree with the contractual dates identified in the contract and actual dates for project completion identified below.

| | |
|--|--|
| Original Notice To Proceed: | September 15, 2020 |
| Original Contract Length: | 330 days to Substantial Completion 35 additional days to Final Completion |
| Total Contract Time: | 365 days |
| Original Substantial Completion Date: | August 11, 2021 |
| Original Final Completion Date: | September 15, 2021 |
| Actual Substantial Completion Date: | April 12, 2022 |
| Days of Delay to Substantial Completion: | 244 days |
| Contractual Final Completion Date: | April 27, 2022* |
| Actual Final Completion Date: | July 20, 2022 |
| Days of Delay to Final Completion: | 84 Days |
| Total Days of Delay: | 328 Days |

*Article 4.3(A) of contract states that Final Completion date shall be 15 days from Substantial Completion in the event Substantial Completion is delayed.

Our Ref: JHHE/47098N/22/06/23

602 BRANNEN ROAD P.O. BOX 5106
LAKELAND, FLORIDA 33807-5106

OFFICE: (863) 646-1448
FAX: (863) 644-0784

The detailed list below and accompanying e-mail documentation shall serve as back-up to substantiate these unforeseen delays in completing this project.

Delays to Substantial Completion

COVID 19 Labor and Staffing Delays:

S&C Factory shutdown to all outside contractors and factory testing due to COVID protocols. Factory Acceptance Test (FAT) delayed – 27 Days

Equipment and Supply Delays:

Eaton Sectionalizer components delayed due to labor shortage and material shortage. Original ship date of equipment was June 14, 2021, actual date received was October 8, 2021. – 116 days

Concrete Power Poles unavailable due to materials shortage. Electrical Engineering Enterprises original ship date July 7, 2021, actual installation date August 29, 2021. – 53 days

Overhead Transmission components required to complete electrical tie-in. GexPro original ship date May 4, 2021. Actual delivery July 22, 2021. – 79 days

Potential Transformer (PT) required for testing and startup delayed shipment from Mexico factory (Arteche) due to COVID and supply chain delays. Original ship date October 14, 2021, actual ship date December 9, 2021. - 56 Days

Total Days of Documented Delay to Substantial Completion: 331 Days

Total Days of Delay Requested to Substantial Completion: 244 Days

Delays to Final Completion

COVID 19 Labor and Staffing Delays:

S&C Factory Final site inspection and switchgear programming assistance. JH Ham requested schedule for Final Inspection on May 4, 2022. Actual date S&C staff available for inspection was May 17, 2022. – 13 Days

FPL Line Crew scheduling delays – FPL crew shortages created extended delays in scheduling outages required to connect and test new switchgear. FPL crew unavailable June 15, 2022 – July 20, 2022. 35 Days

JH Ham staffing shortage due to COVID protocols – Project Manager unavailable May 24, 2022 to June 5, 2022. – 13 Days

Equipment and Supply Delays:

Pole-mounted 400A fuses and brackets were unavailable in a timely manner due to supply chain issues with electrical components. delayed due to labor shortage and material shortage. Original ship date of equipment was May 06, 2021, actual date received was June 14, 2022. – 39 days

Total Documented Days of Delay to Final Completion: 100 Days

Total Days of Delay Requested to Final Completion: 84 Days

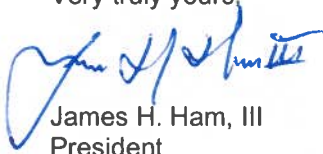
The JH Ham team values our long-standing relationship with the Authority and despite the unavoidable delays on this project, we feel confident we have delivered a quality end product that will serve the Authority many years into the future. We hope you will accept our revised claim and our apologies for any disruption caused by this delay.

J. H. HAM ENGINEERING, INC.

Electrical & Instrumentation Engineering & Construction

We appreciate the opportunity to work with you on this project. We are available to discuss any of these issues further as requested to complete this project.

Very truly yours,



James H. Ham, III
President

Cc: William Meddleton, JHHE

Encl: Eaton Letter dated July 7, 2021
EEE Letter dated July 7, 2021
Project Email correspondence
JH Ham letter dated June 23, 2022

William Meddleton

From: Christine Vicari <cvicari@vansmithcompany.com>
Sent: Tuesday, July 6, 2021 2:38 PM
To: William Meddleton
Cc: James H. Ham III; Drew Turgeon; Tim Spuckler
Subject: RE: Sectionalizers

Bill – the factory has pushed the cabinets again.

The units with the clear junctions are now at 9/7/21
The other two sectionalizing cabinets moved to 8/24/21

I am trying to stay on top of this but unfortunately we are still having supplier delays.

Thank you!
Christy Vicari

Van and Smith Co., Inc.
6718 N. Himes Ave
Tampa, Florida 33614
813-871-9466 (O)
813-453-6855 (C)
cvicari@vansmithcompany.com

Did you know we also sell the following products?
CHALFANT <https://www.chalfant-obo.com/>
OEL safety clothing and tools <http://www.oelsales.com/>
DSG Canusa Heat Shrink and Cold Shrink cable accessories up to 35 kV, full line of electrical tapes
<http://www.dsgcanusa.com/main/home.html>

From: William Meddleton <wmeddleton@jhameng.com>
Sent: Friday, June 18, 2021 1:23 PM
To: Christine Vicari <cvicari@vansmithcompany.com>
Cc: James H. Ham III <jhham3@jhameng.com>; Drew Turgeon <drew.turgeon@graybar.com>; Tim Spuckler <tpspuckler@jhameng.com>
Subject: Sectionalizers

Christine, any word from Cooper. I need something very soon.

Thanks

Bill Meddleton
Construction Manager
J.H. Ham Engineering
Office (863) 646-1448
Cell (863) 617-8388

William Meddleton

From: Christine Vicari <cvicari@vansmithcompany.com>
Sent: Wednesday, August 25, 2021 2:34 PM
To: William Meddleton
Cc: Drew Turgeon
Subject: delayed again..

The cabinets have been pushed until 9/30 now.. What do I need to do for you at this point? Do you need another letter? I'm so sorry. We are having major issues with components as is being seen across the board.

We are checking to see if any of the other items shipped. These have been delayed from 9/7/21.

Thank you!
Christy Vicari

Van and Smith Co., Inc.
6718 N. Himes Ave
Tampa, Florida 33614
813-871-9466 (O)
813-453-6855 (C)
cvicari@vansmithcompany.com

Did you know we also sell the following products?
CHALFANT <https://www.chalfant-obo.com/>
OEL safety clothing and tools <http://www.oelsales.com/>
DSG Canusa Heat Shrink and Cold Shrink cable accessories up to 35 kV, full line of electrical tapes
<http://www.dsgcanusa.com/main/home.html>



July 2021 Commodity Support

Steven Pigeon---Power Systems Pricing Manager

7/13/2021



Powering Business Worldwide

© 2017 Eaton. All Rights Reserved..

What is going on

- Commodities have experienced steep increases since November
- Steel Inputs (Iron Ore) also experiencing steep price increases in 2021
- Increasing Domestic Production and Steel Imports not able to keep up with demand.
- Carbon Steel has not decreased in price on a week/week basis since August 2020.
- As the economy recovers demand for these commodities have outstripped supply
- Commodity inventories are very tight as worldwide demand increases
- Supply of domestic (USA) steel is currently down approximately 15% versus Pre-Covid Levels
- The current commodity environment is forecasted to last throughout most of 2021
- Eaton's Supply Chain is confident that it can obtain raw materials, but will be subject to higher market prices
- These dynamics are impacting every product line and are increasing our cost for raw materials
- As result Eaton and the industry as a whole need to recover this extra costs.

Steel Inputs Are Increasing (Majestic Steel Core Report)

2



SPOT IRON ORE²

IRON ORE COST

\$240
\$220
\$200
\$180
\$160
\$140
\$120
\$100
\$80
\$60
\$40
\$20

Spot iron ore pricing ended the week relatively unchanged compared to the previous week.

Spot iron ore pricing ended the week at \$218.20/mt, down from \$218.80/mt a week ago.

- Iron ore prices remain near all-time record highs on steadily increasing demand and record high mill margins.

Iron ore could face some headwinds in the coming months on the weakening demand outlook due to the growing potential for steel production cuts in China in the second half of the year.

Jan-17
Mar-17
May-17
Jul-17
Sep-17
Nov-17
Jan-18
Mar-18
May-18
Jul-18
Sep-18
Nov-18
Jan-19
Mar-19
May-19
Jul-19
Sep-19
Nov-19
Jan-20
Mar-20
May-20
Jul-20
Sep-20
Nov-20
Jan-21
Mar-21
May-21

USA Steel Production (Majestic Steel Core Report)

4



WEEKLY DOMESTIC⁴ STEEL PRODUCTION

Domestic raw steel production increased last week, climbing to its highest utilization rate in two years.

U.S. mills produced an estimated 1,842k tons at an 83.0% utilization rate; this is up from 1,835k tons and an 82.7% rate previously.

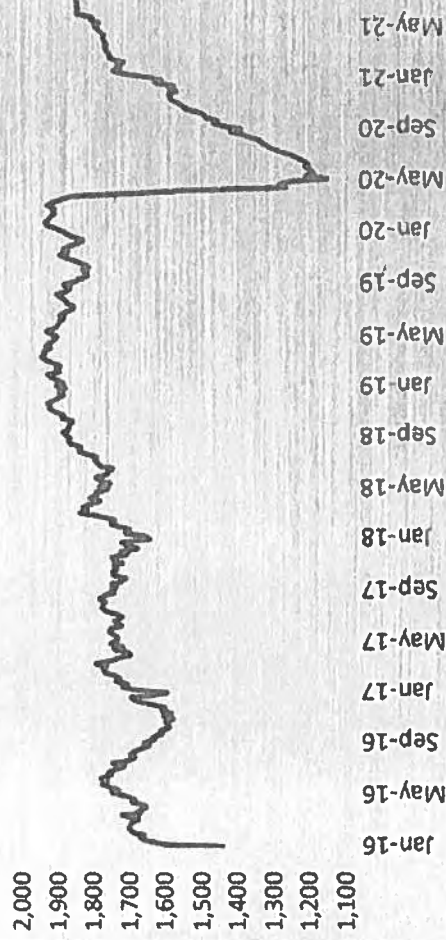
- This is the first time the utilization rate held over 83.0% since March of 2019.

Production increased in four of the five regions, with the largest increase (in tons) coming from the Northeast region.

- Production from the Northeast region climbed from 136k tons to 144k tons.

Year-to-date production is now 14% above the same timeframe from last year.

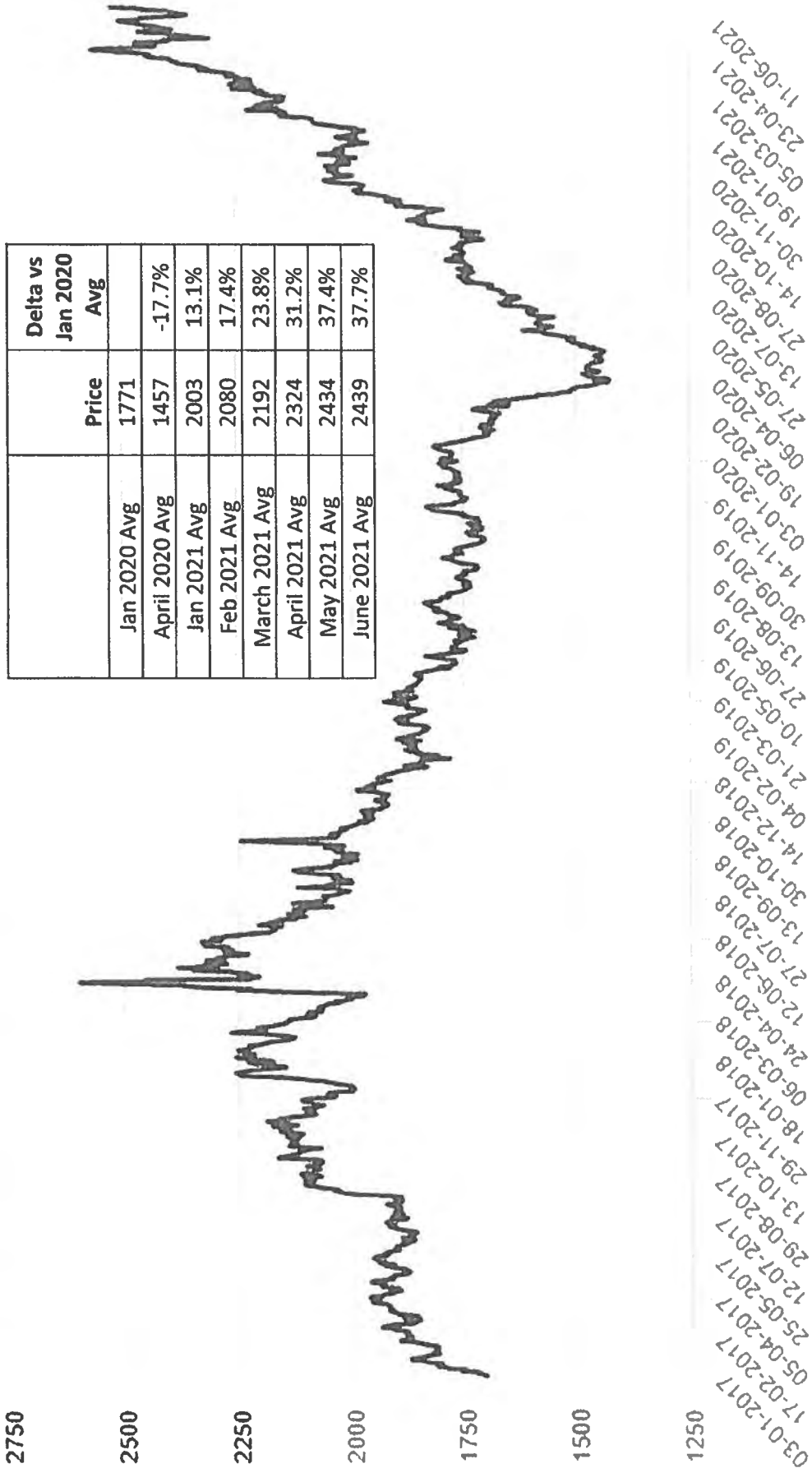
WEEKLY DOMESTIC PRODUCTION



Aluminum Prices 1/1/17-6/30/21

Per Tonne Price Comparison

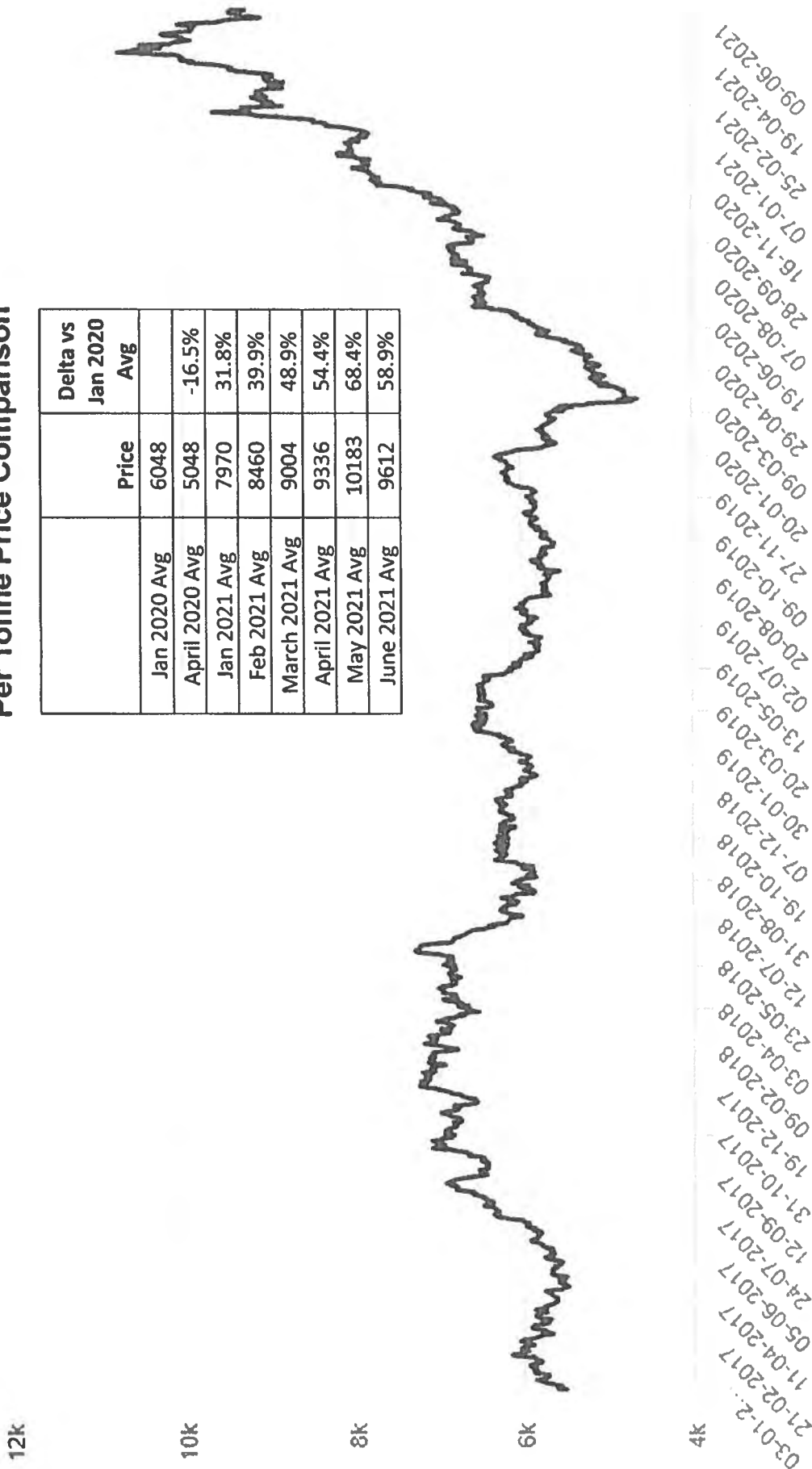
| | Price | Delta vs Jan 2020 Avg |
|----------------|-------|-----------------------|
| Jan 2020 Avg | 1771 | |
| April 2020 Avg | 1457 | -17.7% |
| Jan 2021 Avg | 2003 | 13.1% |
| Feb 2021 Avg | 2080 | 17.4% |
| March 2021 Avg | 2192 | 23.8% |
| April 2021 Avg | 2324 | 31.2% |
| May 2021 Avg | 2434 | 37.4% |
| June 2021 Avg | 2439 | 37.7% |



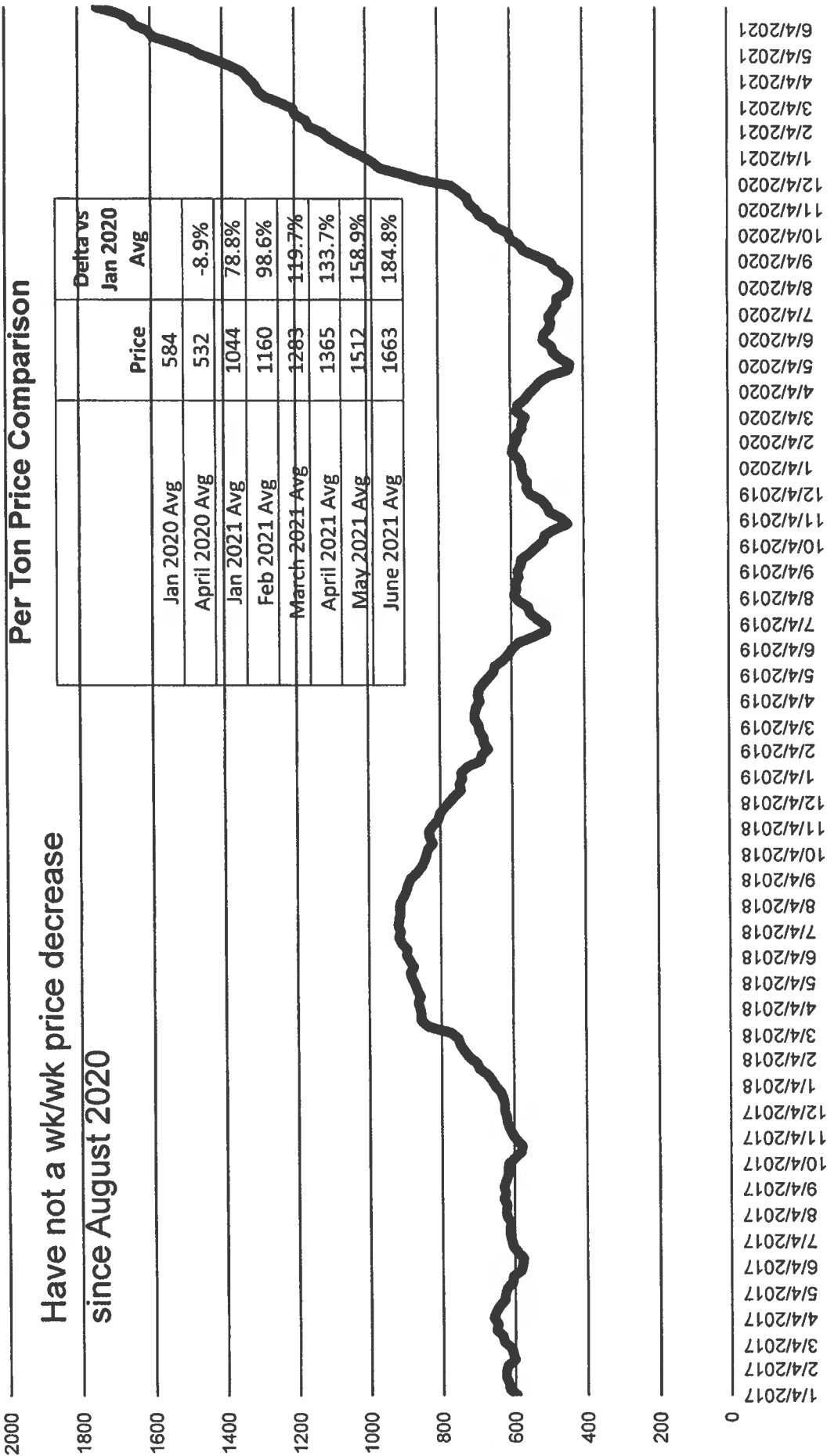
Copper Prices 1/1/17-6/30/21

Per Tonne Price Comparison

| | Price | Delta vs Jan 2020 Avg |
|----------------|-------|-----------------------|
| Jan 2020 Avg | 6048 | |
| April 2020 Avg | 5048 | -16.5% |
| Jan 2021 Avg | 7970 | 31.8% |
| Feb 2021 Avg | 8460 | 39.9% |
| March 2021 Avg | 9004 | 48.9% |
| April 2021 Avg | 9336 | 54.4% |
| May 2021 Avg | 10183 | 68.4% |
| June 2021 Avg | 9612 | 58.9% |



Carbon (Tank) Steel Prices 1/1/17-6/30/21



Per Ton Price Comparison

| | Price | Delta vs Jan 2020 Avg |
|----------------|-------|-----------------------|
| Jan 2020 Avg | 584 | |
| April 2020 Avg | 532 | -8.9% |
| Jan 2021 Avg | 1044 | 78.8% |
| Feb 2021 Avg | 1160 | 98.6% |
| March 2021 Avg | 1283 | 119.7% |
| April 2021 Avg | 1365 | 133.7% |
| May 2021 Avg | 1512 | 158.9% |
| June 2021 Avg | 1663 | 184.8% |

Have not a wk/wk price decrease since August 2020



Core Steel Activity



CLEVELAND-CLIFFS INC.

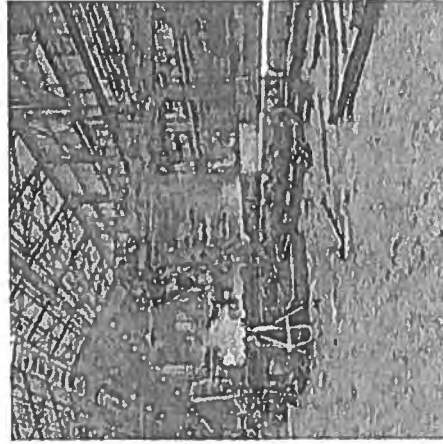
Cleveland-Cliffs Steel Corporation
 9227 Centre Pointe Drive West Chester, OH 45389
 P 513 425 9000 clevelandcliffs.com

- Core Steel is priced with a base price & surcharge components
- Surcharges have gone from \$165 to \$590 per ton in 2021.

June 21, 2021

To Our Valued Customers:

AK Steel will be including a \$590.00/ton (\$29.50/cwt.) surcharge to its electrical steel products, effective with shipments August 1, 2021. This surcharge addresses natural gas and scrap increases, and will appear as a separate line item on your invoices.



| | Price | Delta vs Jan 2020 Avg |
|-------------|-------|-----------------------|
| Jan 2020: | 105 | |
| April 2020: | 165 | 57.1% |
| Jan 2021: | 165 | 57.1% |
| Feb 2021: | 295 | 181.0% |
| March 2021: | 425 | 304.8% |
| April 2021: | 425 | 304.8% |
| May 2021: | 510 | 385.7% |
| June 2021: | 510 | 385.7% |
| July 2021: | 510 | 385.7% |
| Aug 2021: | 590 | 461.9% |



Freight Costs Rising

☆ Producer Price Index by Industry: General Freight Trucking (PCU48414841)

Observation: May 2021: 175.0 (+ more)
Updated: Jun 15, 2021

Units: Index Dec 2003=100,
Not Seasonally Adjusted

1Y | 5Y | 10Y | Max

2003-12-01

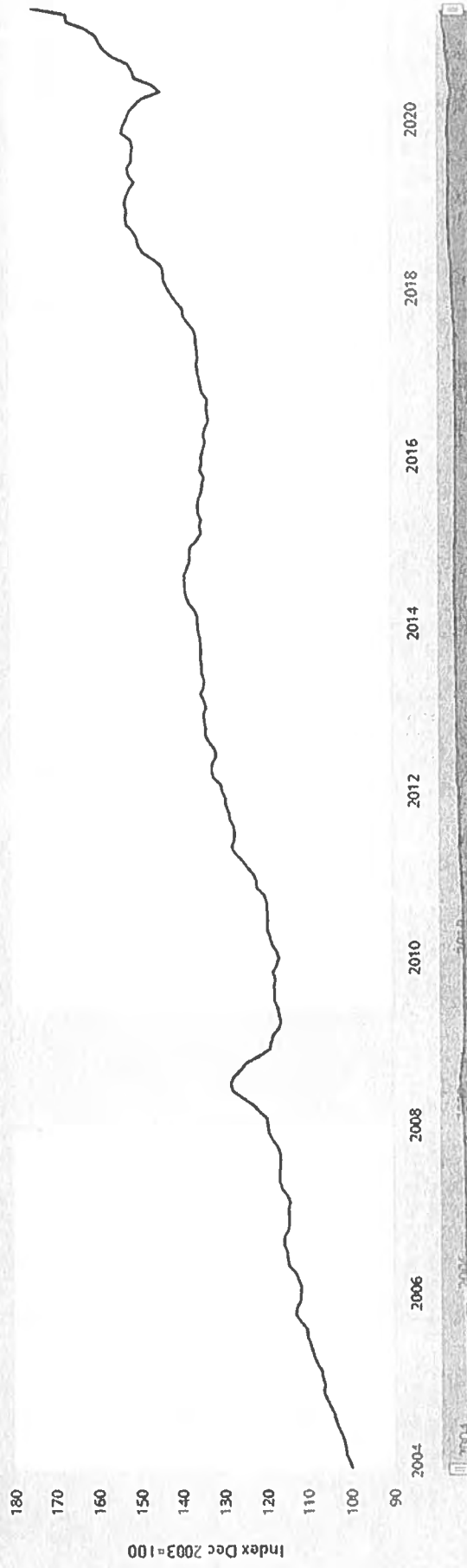
TO

2021-05-01

DOWNLOAD

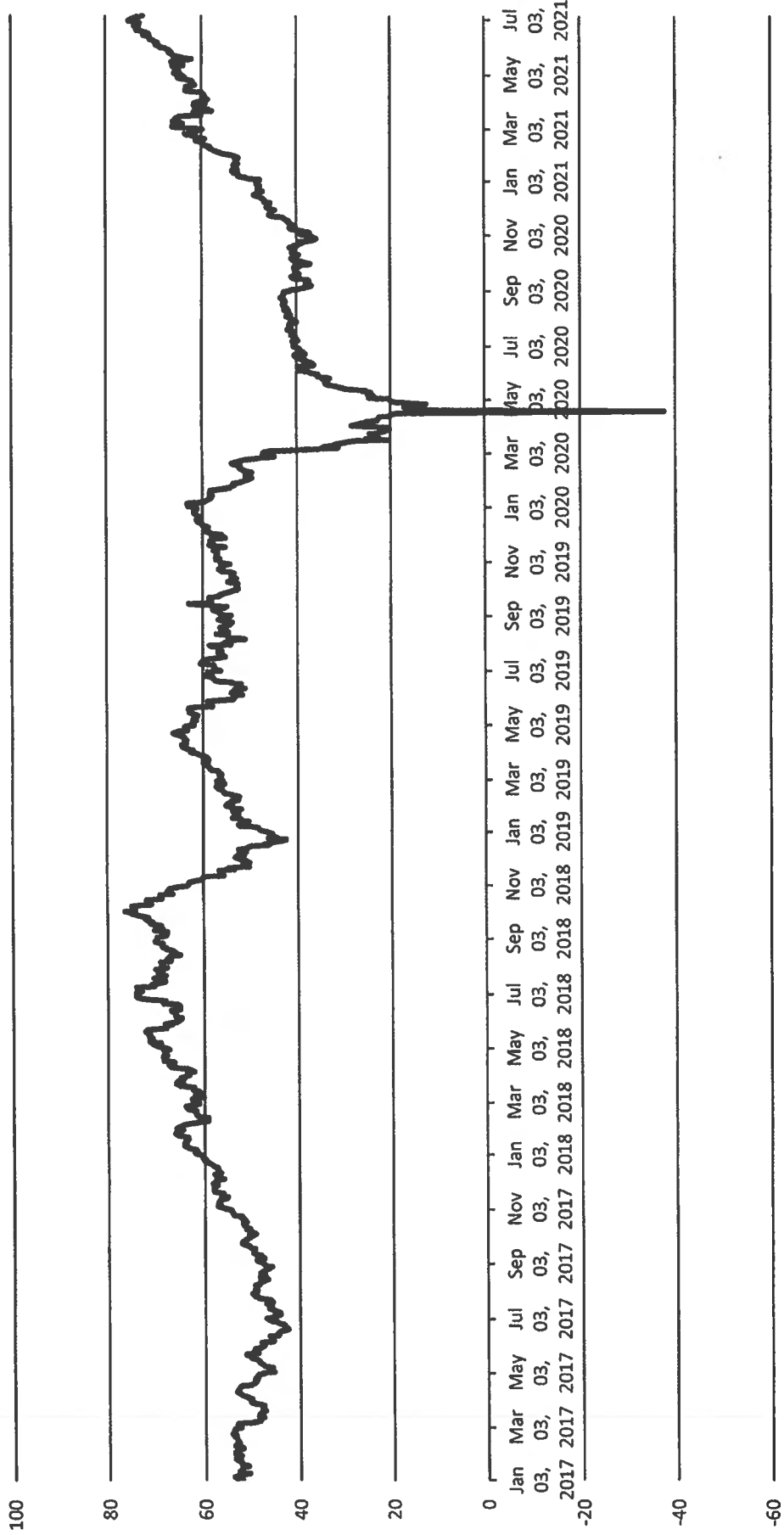
EDIT GRAPH

FRED. — Producer Price Index by Industry: General Freight Trucking



- 30%+ Increase since Aug 2015
- Recent Long-Haul Trucking regulations (ELD-Mandate) implemented in December 2017.
- Mandate has resulted in an upward shift in the cost of shipping
- Fully recovered from Covid Dip and continuing to rise

Oil Prices 1/1/17-7/7/21



Soybean Oil (FR3)

ZL - Soybean Oil (Globex) - Monthly Chart
 07/13/2021 O: 62.75 H: 64.87 L: 58.03 C: 63.5 Vol: 103354 OI: 486079 Session Change: 0.75



| | Price | Change Vs Jan 2020 |
|---------------|---------|--------------------|
| Jan 2020 AVG | \$29.94 | |
| Jan 2021 AVG | \$44.62 | 49.0% |
| Feb 2021 AVG | \$49.94 | 66.8% |
| Mar 2021 AVG | \$52.92 | 76.8% |
| Apr 2021 AVG | \$62.39 | 108.4% |
| May 2021 AVG | \$65.79 | 119.7% |
| June 2021 AVG | \$62.76 | 109.6% |

Soybean Oil primary component of FR3, has increased significantly since 2020.

Other

- Additional Cost Drivers Not Covered
 - Labor
 - Price increase of purchased components
 - General Overhead & Inflation

EATON

Powering Business Worldwide



Cooper Power Systems
2300 Badger Drive
Waukesha, WI 53188
USA
Tel: (262) 896-2310

July 07, 2021

Subject: Graybar Electric LKLD / Peace River P.O. 4703284951/SO219815065

To Who It May Concern:

Material availability constraints due to Covid has led to a delivery impact to the subject order. The order was originally scheduled to ship on June 14th. Stainless steel supply remains constrained due to the pandemic effect that has not yet normalized within the supply chain. Additionally, a welder shortage has created a new bottleneck within our cabinet manufacturing facility. This has caused us to schedule the 3 pieces of SEC34823F6252SGG, 1 piece of SEC36623F6253SGG, and 1 piece of SEC36623FCL25SGG to ship on September 7, 2021 which is an additional 12 weeks out from the original ship date. Currently, we do not anticipate being able to make schedule improvements.

Sincerely,

Doug Wawrzynski
Regional Sales Director – C&I, Northeast & Southeast
Power Systems Division, Eaton
mobile: +1 262 716-4871

Cooper Power Systems
by **EATON**



Cooper Power Systems
2300 Badger Drive
Waukesha, WI 53188
USA
Tel: (262) 896-2310

September 17, 2021

Subject: Graybar Electric LKLD / Peace River P.O. 4703284951/SO219815065

To Who It May Concern:

Material availability constraints due to Covid has led to a delivery impact to the subject order. The order was originally scheduled to ship on June 14th. Stainless steel supply remains constrained due to the pandemic effect that has not yet normalized within the supply chain. Additionally, a welder shortage has created a new bottleneck within our cabinet manufacturing facility. This has caused us to schedule the 3 pieces of SEC34823F6252SGG, 1 piece of SEC36623F6253SGG, to ship on October 8, 2021 which is an additional 16 weeks out from the original ship date. Currently, we do not anticipate being able to make schedule improvements.

Sincerely,

Christine Vicari
Van and Smith Co., Inc
Eaton Cooper Power Systems Rep
mobile: +1813-453-6855

Cooper Power Systems
by **EATON**

Tim Spuckler

From: NAM Customer Support <nam.customersupport@arteche.com>
Sent: Tuesday, January 11, 2022 1:19 PM
To: Tim Spuckler; Robles Montiel, Carlos Sammai
Cc: William Meddleton; NAM Customer Support; Jerez, Roger; Jimenez Aurelio, Gerardo
Subject: RE: (EXTERNAL MAIL) RE: 2021245_UEN-24 _S&C Electric Company_100013976

Hi Tim, good morning.

Good news! I'm glad to hear that.

I'm so sorry, I just attend warranty claims, but I copy my partner Carlos Robles, he will be happy to help you.

Carlos, could you please help Tim?
I thank you in advance and I am awaiting any comments.

Regards



P.T
Delgado

José Hernández Contreras

Customer Support
km 73 540 Ant. Carretera Federal México-Querétaro
42855 Tepeji del Río de Ocampo
Hidalgo, Mexico
jose.hernandez2@arteche.com
Skype: Jose.hdez.c
C: +521 (55) 68 54 04 94
www.arteche.com

De: Tim Spuckler <tpspuckler@jhameng.com>
Enviado el: martes, 11 de enero de 2022 10:44 a. m.
Para: NAM Customer Support <nam.customersupport@arteche.com>
CC: William Meddleton <wmeddleton@jhameng.com>
Asunto: RE: (EXTERNAL MAIL) RE: 2021245_UEN-24 _S&C Electric Company_100013976

[EXTERNAL MAIL.] Please do not click on links or open attachments unless you recognize the sender and know the content is safe..

Good morning Jose

Nobody ever picked up the old voltage transformer and it's still here at our shop. We are interested in keeping it or buying it from you to have for a spare. Can you send me a quote to purchase. Please advise..

Thank you

Timothy Spuckler
Purchasing Agent
J.H.Ham Engineering, Inc.
PO Box 5106 Lakeland, FL 33807
602 Brannen RD Lakeland, FL 33813
Office: (863)646-1448
Fax: (863)644-0784
Cell: (863)333-8733
tpspuckler@jhameng.com

From: NAM Customer Support <nam.customersupport@arteche.com>
Sent: Wednesday, December 08, 2021 12:08 PM
To: NAM Customer Support <nam.customersupport@arteche.com>; Tim Spuckler <tpspuckler@jhameng.com>
Cc: James H. Ham III <jham3@jhameng.com>; randerson@regionalwater.org; Doug Leath <dleath@regionalwater.org>; William Meddleton <wmeddleton@jhameng.com>; Tom Magee <tom@whiteheadassoc.com>; Bill.Buckley@sandc.com; Cuevas Huerta, Leonardo Daniel <leonardo.cuevas@arteche.com>; Campos Jardon, Luis Eduardo <luis.campos@arteche.com>; Reyes Aldana, Juan Jesus <juan.reyes1@arteche.com>; Jimenez Aurelio, Gerardo <gerardo.jimenez@arteche.com>; Huicochea Carrera, Luisa Guadalupe <luisa.huicochea@arteche.com>; Zoram Dominguez Jimenez <zoram.dominguez@sti.com.mx>; Ceron Trejo, Julio Cesar <julio.ceron@arteche.com>; Vazquez Monroy, Veronica <veronica.vazquez@arteche.com>; Rico, Arturo <arturo.rico@arteche.com>
Subject: RE: (EXTERNAL MAIL) RE: 2021245_UEN-24 _S&C Electric Company_100013976

Hi Tim, good morning.

I apologize for the late reply.

I checked with the logistics area and according to the tracking number (13608392141) the delivery date of the new unit is 09/12, attached the

Old Dominion Freight Line Shipment Trace

If you would like to Trace by Purchase Order, Bill of Lading, Load Number, or Number visit ODFL4me Trace.

Trace more shipments

Detailed Data

Pro Number: 13608392141

Guaranteed Shipment

| | |
|----------------------------------|---------------------------|
| Delivery Date (Estimated) | 12/9/2021(Estimated) |
| Status | On the dock at CONLEY, GA |
| Pieces | 1 |
| Weight | 176 |
| PO# | REPLACEMENT |
| BOL# | A121821 |
| Signature | |
| Origin | LAREDO, TX 78045 |
| Origin SC | LRD |
| Destination | LAKELAND, FL 32812 |

screenshot.

I hope the information will be usefull.

Best regards.



José Hernández Contreras

Customer Support

km 73,540 Ant. Carretera Federal México-Querétaro

42855 Tepeji del Rio de Ocampo

Hidalgo, México

jose.hernandez2@arteche.com

Skype. Jose.hdez.c.

C:+521 (55) 68 54 04 94

www.arteche.com

De: NAM Customer Support <nam.customersupport@arteche.com>

Enviado el: martes, 23 de noviembre de 2021 12:36 p. m.

Para: Tim Spuckler <tpspuckler@jhameng.com>; NAM Customer Support <nam.customersupport@arteche.com>

CC: James H. Ham III <jham3@jhameng.com>; randerson@regionalwater.org; Doug Leath <dleath@regionalwater.org>; William Meddleton <wmeddleton@jhameng.com>; Tom Magee <tom@whiteheadassoc.com>; Bill.Buckley@sandc.com; Cuevas Huerta, Leonardo Daniel <leonardo.cuevas@arteche.com>; Campos Jardon, Luis Eduardo <luis.campos@arteche.com>; Reyes Aldana, Juan Jesus <juan.reyes1@arteche.com>; Jimenez Aurelio, Gerardo <gerardo.jimenez@arteche.com>; Huicochea Carrera, Luisa Guadalupe <luisa.huicochea@arteche.com>; Zoram Dominguez Jimenez <zoram.dominguez@sti.com.mx>; Ceron Trejo, Julio Cesar <julio.ceron@arteche.com>; Vazquez Monroy, Veronica <veronica.vazquez@arteche.com>; Rico, Arturo <arturo.rico@arteche.com>

Asunto: RE: (EXTERNAL MAIL) RE: 2021245_UEN-24 _S&C Electric Company_100013976

Hi Tim.

I am coordinating the shipment of the correct unit, once I have the tracking number I will let you know.

Again I apologize for this inconvenience.

Best regards



José Hernández Contreras

Customer Support

km 73,540 Ant. Carretera Federal México-Querétaro

42855 Tepeji del Río de Ocampo

Hidalgo, México

jose.hernandez2@arteche.com

Skype. Jose.hdez c.

C:+521 (55) 68 54 04 94

www.arteche.com

De: Tim Spuckler <tpspuckler@jhameng.com>

Enviado el: martes, 23 de noviembre de 2021 12:26 p. m.

Para: NAM Customer Support <nam.customersupport@arteche.com>

CC: James H. Ham III <jham3@jhameng.com>; randerson@regionalwater.org; Doug Leath <dleath@regionalwater.org>; William Meddleton <wmeddleton@jhameng.com>; Tom Magee <tom@whiteheadassoc.com>; Bill.Buckley@sandc.com; Cuevas Huerta, Leonardo Daniel <leonardo.cuevas@arteche.com>; Campos Jardon, Luis Eduardo <luis.campos@arteche.com>; Reyes Aldana, Juan Jesus <juan.reyes1@arteche.com>; Jimenez Aurelio, Gerardo <gerardo.jimenez@arteche.com>; Huicochea Carrera, Luisa Guadalupe <luisa.huicochea@arteche.com>; Zoram Dominguez Jimenez <zoram.dominguez@sti.com.mx>; Ceron Trejo, Julio Cesar <julio.ceron@arteche.com>; Vazquez Monroy, Veronica <veronica.vazquez@arteche.com>; Rico, Arturo <arturo.rico@arteche.com>

Asunto: RE: (EXTERNAL MAIL) RE: 2021245_UEN-24 _S&C Electric Company_100013976

[EXTERNAL MAIL.] Please do not click on links or open attachments unless you recognize the sender and know the content is safe..

Jose

Ok that happens. I am happy I caught that before it was installed.

Thank you for your help

Timothy Spuckler
Purchasing Agent
J.H.Ham Engineering, Inc.
PO Box 5106 Lakeland, FL 33807
602 Brannen RD Lakeland, FL 33813
Office: (863)646-1448
Fax: (863)644-0784
Cell: (863)333-8733
tpspuckler@jhameng.com

From: NAM Customer Support [<mailto:nam.customersupport@arteche.com>]
Sent: Tuesday, November 23, 2021 11:48 AM
To: Tim Spuckler <tpspuckler@jhameng.com>
Cc: James H. Ham III <jham3@jhameng.com>; randerson@regionalwater.org; Doug Leath <dleath@regionalwater.org>; William Meddleton <wmeddleton@jhameng.com>; Tom Magee <tom@whiteheadassoc.com>; Bill.Buckley@sandc.com; Cuevas Huerta, Leonardo Daniel <leonardo.cuevas@arteche.com>; Campos Jardon, Luis Eduardo <luis.campos@arteche.com>; Reyes Aldana, Juan Jesus <juan.reyes1@arteche.com>; Jimenez Aurelio, Gerardo <gerardo.jimenez@arteche.com>; Huicochea Carrera, Luisa Guadalupe <luisa.huicochea@arteche.com>; Zoram Dominguez Jimenez <zoram.dominguez@sti.com.mx>; Ceron Trejo, Julio Cesar <julio.ceron@arteche.com>; Vazquez Monroy, Veronica <veronica.vazquez@arteche.com>; Rico, Arturo <arturo.rico@arteche.com>; NAM Customer Support <nam.customersupport@arteche.com>
Subject: RE: (EXTERNAL MAIL) RE: 2021245_UEN-24 _S&C Electric Company_100013976

Hi Tim.

According to the pictures, you are absolutely right, the unit they sent you is the same.

We have reviewed it internally and it was a mix-up at our distribution center in Laredo.

I will immediately request that the correct unit be shipped to you.

I apologize for the inconvenience caused by this confusion.

Best regards.



José Hernández Contreras

Customer Support

km 73,540 Ant. Carretera Federal México-Querétaro

42855 Tepeji del Río de Ocampo

Hidalgo, México

jose.hernandez2@arteche.com

Skype. Jose.hdez.c.

C:+521 (55) 68 54 04 94

www.arteche.com

De: Tim Spuckler <tpspuckler@jhameng.com>

Enviado el: martes, 23 de noviembre de 2021 10:15 a. m.

Para: NAM Customer Support <nam.customersupport@arteche.com>; Rico, Arturo <arturo.rico@arteche.com>

CC: James H. Ham III <jham3@jhameng.com>; randerson@regionalwater.org; Doug Leath

<dleath@regionalwater.org>; William Meddleton <wmeddleton@jhameng.com>; Tom Magee

<tom@whiteheadassoc.com>; Bill.Buckley@sandc.com; Cuevas Huerta, Leonardo Daniel

<leonardo.cuevas@arteche.com>; Campos Jardon, Luis Eduardo <luis.campos@arteche.com>; Reyes Aldana, Juan Jesus

<juan.reyes1@arteche.com>; Jimenez Aurelio, Gerardo <gerardo.jimenez@arteche.com>; Huicochea Carrera, Luisa

Guadalupe <luisa.huicochea@arteche.com>

Asunto: RE: (EXTERNAL MAIL) RE: 2021245_UEN-24 _S&C Electric Company_100013976

[EXTERNAL MAIL.] Please do not click on links or open attachments unless you recognize the sender and know the content is safe..

Jose

Attached is photos of the transformer I received yesterday. Like I said it has our dirty finger prints and bushing cap I made for shipping. Please advise that it is good to install

Timothy Spuckler

Purchasing Agent

J.H.Ham Engineering, Inc.

PO Box 5106 Lakeland, FL 33807

602 Brannen RD Lakeland, FL 33813

Office: (863)646-1448

Fax: (863)644-0784

Cell: (863)333-8733

tpspuckler@jhameng.com

From: NAM Customer Support [<mailto:nam.customersupport@arteche.com>]

Sent: Tuesday, November 23, 2021 10:54 AM

To: Tim Spuckler <tpspuckler@jhameng.com>; Rico, Arturo <arturo.rico@arteche.com>

Cc: James H. Ham III <jham3@jhameng.com>; randerson@regionalwater.org; Doug Leath

<dleath@regionalwater.org>; William Meddleton <wmeddleton@jhameng.com>; Tom Magee

<tom@whiteheadassoc.com>; Bill.Buckley@sandc.com; Cuevas Huerta, Leonardo Daniel

<leonardo.cuevas@arteche.com>; Campos Jardon, Luis Eduardo <luis.campos@arteche.com>; Reyes Aldana, Juan Jesus

<juan.reyes1@arteche.com>; Jimenez Aurelio, Gerardo <gerardo.jimenez@arteche.com>; NAM Customer Support

<nam.customersupport@arteche.com>; Huicochea Carrera, Luisa Guadalupe <luisa.huicochea@arteche.com>

Subject: RE: (EXTERNAL MAIL) RE: 2021245_UEN-24 _S&C Electric Company_100013976

Hi Tim, good morning.

I want to make sure that we are talking about the same unit.

Previously I shared the test report of the new unit (attached again).

Help me with a photo of the nameplate, the serial must have the letter "R" at the end of the serial number. If the unit does not have that letter, the previously collected (faulty) drive may have been shipped again.

Help me with the photo.

Thanks in advance and I am waiting for your information.

Best regards



José Hernández Contreras

Customer Support

km 73,540 Ant Carretera Federal México-Querétaro

42855 Tepeji del Río de Ocampo

Hidalgo, México

jose.hernandez2@arteche.com

Skype: Jose.hdez.c.

C:+521 (55) 68 54 04 94

www.arteche.com

De: Tim Spuckler <tpspuckler@jhameng.com>

Enviado el: martes, 23 de noviembre de 2021 09:18 a. m.

Para: NAM Customer Support <nam.customersupport@arteche.com>

CC: James H. Ham III <jham3@jhameng.com>; randerson@regionalwater.org; Doug Leath <dleath@regionalwater.org>; William Meddleton <wmeddleton@jhameng.com>; Tom Magee <tom@whiteheadassoc.com>; Bill.Buckley@sandc.com; Cuevas Huerta, Leonardo Daniel <leonardo.cuevas@arteche.com>; Campos Jardon, Luis Eduardo <luis.campos@arteche.com>; Reyes Aldana, Juan Jesus <juan.reyes1@arteche.com>; Jimenez Aurelio, Gerardo <gerardo.jimenez@arteche.com>

Asunto: RE: (EXTERNAL MAIL) RE: 2021245_UEN-24 _S&C Electric Company_100013976

[EXTERNAL MAIL.] Please do not click on links or open attachments unless you recognize the sender and know the content is safe..

Good morning Jose

We received the transformer yesterday. I noticed it is the same transformer I sent back to you because it still had the protective bushing cover I made myself before I sent it to you. Was there any repair made? And do you have a test sheet you can send me.

Please advise

Thank you

Timothy Spuckler

Purchasing Agent

J.H.Ham Engineering, Inc.

PO Box 5106 Lakeland, FL 33807

602 Brannen RD Lakeland, FL 33813

Office: (863)646-1448

Fax: (863)644-0784

Cell: (863)333-8733

tpspuckler@jhameng.com

From: NAM Customer Support [<mailto:nam.customersupport@arteche.com>]
Sent: Friday, November 19, 2021 2:49 PM
To: Tim Spuckler <tpspuckler@jhameng.com>
Cc: James H. Ham III <jham3@jhameng.com>; randerson@regionalwater.org; Doug Leath <dleath@regionalwater.org>; William Meddleton <wmeddleton@jhameng.com>; NAM Customer Support <nam.customersupport@arteche.com>; Tom Magee <tom@whiteheadassoc.com>; Bill.Buckley@sandc.com; Cuevas Huerta, Leonardo Daniel <leonardo.cuevas@arteche.com>; Campos Jardon, Luis Eduardo <luis.campos@arteche.com>; Reyes Aldana, Juan Jesus <juan.reyes1@arteche.com>; Jimenez Aurelio, Gerardo <gerardo.jimenez@arteche.com>
Subject: RE: (EXTERNAL MAIL) RE: 2021245_UEN-24 _S&C Electric Company_100013976

Hi Tim, good afternoon.

I am very sorry for the delay in my reply, the tracking number for delivery is 13608514652, according to the tracking, the unit will be delivered on 11/22.

I hope this information is useful to you.

again I offer my apologies for my late reply

Best regards



José Hernández Contreras

Customer Support
km 73,540 Ant. Carretera Federal México-Querétaro
42855 Tepeji del Río de Ocampo
Hidalgo, México
jose.hernandez2@arteche.com
Skype: Jose hdez.c
C:+521 (55) 68 54 04 94
www.arteche.com

De: NAM Customer Support <nam.customersupport@arteche.com>
Enviado el: jueves, 4 de noviembre de 2021 01:14 p. m.
Para: Tim Spuckler <tpspuckler@jhameng.com>; NAM Customer Support <nam.customersupport@arteche.com>
CC: James H. Ham III <jham3@jhameng.com>; randerson@regionalwater.org; Doug Leath <dleath@regionalwater.org>; William Meddleton <wmeddleton@jhameng.com>; Tom Magee <tom@whiteheadassoc.com>; Bill.Buckley@sandc.com
Asunto: RE: (EXTERNAL MAIL) RE: 2021245_UEN-24 _S&C Electric Company_100013976

Hi Tim.

Do not worry, I'll do. I will share the tracking number with you, once the unit has crossed the border.

Best regards



José Hernández Contreras

Customer Support

km 73,540 Ant. Carretera Federal México-Querétaro

42855 Tepeji del Río de Ocampo

Hidalgo, México

jose.hernandez2@arteche.com

Skype Jose hdez c

C+521 (55) 68 54 04 94

www.arteche.com

De: Tim Spuckler <tpspuckler@jhameng.com>

Enviado el: jueves, 4 de noviembre de 2021 12:30 p. m.

Para: NAM Customer Support <nam.customersupport@arteche.com>

CC: James H. Ham III <jham3@jhameng.com>; randerson@regionalwater.org; Doug Leath <dleath@regionalwater.org>; William Meddleton <wmeddleton@jhameng.com>; Tom Magee <tom@whiteheadassoc.com>; Bill.Buckley@sandc.com

Asunto: RE: (EXTERNAL MAIL) RE: 2021245_UEN-24 _S&C Electric Company_100013976

[EXTERNAL MAIL.] Please do not click on links or open attachments unless you recognize the sender and know the content is safe..

Good afternoon Jose

Please keep us up to date with tracking. I appreciate you responding back.

Thank you

Timothy Spuckler

Purchasing Agent

J.H.Ham Engineering, Inc.

PO Box 5106 Lakeland, FL 33807

602 Brannen RD Lakeland, FL 33813

Office: (863)646-1448

Fax: (863)644-0784

Cell: (863)333-8733

tpspuckler@jhameng.com

From: NAM Customer Support [<mailto:nam.customersupport@arteche.com>]

Sent: Thursday, November 04, 2021 2:08 PM

To: Tim Spuckler <tpspuckler@jhameng.com>

Cc: James H. Ham III <jham3@jhameng.com>; DLeath@regionalwater.org; William Meddleton <wmeddleton@jhameng.com>; NAM Customer Support <nam.customersupport@arteche.com>; Jimenez Aurelio, Gerardo <gerardo.jimenez@arteche.com>; Reyes Aldana, Juan Jesus <juan.reyes1@arteche.com>; Campos Jardon, Luis Eduardo <luis.campos@arteche.com>; Cuevas Huerta, Leonardo Daniel <leonardo.cuevas@arteche.com>

Subject: RE: (EXTERNAL MAIL) RE: 2021245_UEN-24 _S&C Electric Company_100013976

Hi Tim, Good morning.

I am really sorry for the delay in my response, I was out of the office with limited access to my mail, I apologize for the lack of follow-up to your questions.

I have verified with our production area and can inform you that the new unit will be shipped today, the travel time is 8 business days, so delivery on 11/16 can be considered. I attach the test report.

I hope this information will help you.

Again I apologize for the late reply.

Best regards.



José Hernández Contreras

Customer Support
km 73,540 Ant. Carretera Federal México-Querétaro
42855 Tepeji del Río de Ocampo
Hidalgo, Mexico
jose.hernandez2@arteche.com
Skype Jose.hdez.c
C:+521 (55) 68 54 04 94
www.arteche.com

De: Tim Spuckler <tpspuckler@jhameng.com>

Enviado el: jueves, 4 de noviembre de 2021 08:46 a. m.

Para: NAM Customer Support <nam.customersupport@arteche.com>; Jimenez Aurelio, Gerardo <gerardo.jimenez@arteche.com>; Reyes Aldana, Juan Jesus <juan.reyes1@arteche.com>; Campos Jardon, Luis Eduardo <luis.campos@arteche.com>; Cuevas Huerta, Leonardo Daniel <leonardo.cuevas@arteche.com>

CC: James H. Ham III <jham3@jhameng.com>; DLeath@regionalwater.org; William Meddleton <wmeddleton@jhameng.com>

Asunto: RE: (EXTERNAL MAIL) RE: 2021245_UEN-24 _S&C Electric Company_100013976

[EXTERNAL MAIL.] Please do not click on links or open attachments unless you recognize the sender and know the content is safe..

Good morning Jose

It is not good that you will not answer my email messages. I will go ahead and contact S&C today regarding this issue.

Timothy Spuckler
Purchasing Agent
J.H.Ham Engineering, Inc.
PO Box 5106 Lakeland, FL 33807
602 Brannen RD Lakeland, FL 33813
Office: (863)646-1448

Fax: (863)644-0784
Cell: (863)333-8733
tpspuckler@jhameng.com

From: Tim Spuckler
Sent: Wednesday, November 03, 2021 12:24 PM
To: 'nam.customersupport@arteche.com' <nam.customersupport@arteche.com>; 'Jimenez Aurelio, Gerardo' <gerardo.jimenez@arteche.com>; 'Reyes Aldana, Juan Jesus' <juan.reyes1@arteche.com>; 'Campos Jardon, Luis Eduardo' <luis.campos@arteche.com>; 'Cuevas Huerta, Leonardo Daniel' <leonardo.cuevas@arteche.com>
Cc: James H. Ham III <jham3@jhameng.com>; 'DLeath@regionalwater.org' <DLeath@regionalwater.org>
Subject: FW: (EXTERNAL MAIL) RE: 2021245_UEN-24 _S&C Electric Company_100013976

Please reply back with tracking for replacement voltage transformer
Thank you

Timothy Spuckler
Purchasing Agent
J.H.Ham Engineering, Inc.
PO Box 5106 Lakeland, FL 33807
602 Brannen RD Lakeland, FL 33813
Office: (863)646-1448
Fax: (863)644-0784
Cell: (863)333-8733
tpspuckler@jhameng.com

From: Tim Spuckler
Sent: Tuesday, November 02, 2021 2:06 PM
To: 'NAM Customer Support' <nam.customersupport@arteche.com>
Cc: Calvin McGowan <cmcgowan@jhameng.com>
Subject: RE: (EXTERNAL MAIL) RE: 2021245_UEN-24 _S&C Electric Company_100013976

Hi Jose
We haven't received the replacement voltage transformer yet. Omar told us at the meeting we would have it Friday 11/29/2021
Can you provide tracking? Please advise
Thank you

Timothy Spuckler
Purchasing Agent
J.H.Ham Engineering, Inc.
PO Box 5106 Lakeland, FL 33807
602 Brannen RD Lakeland, FL 33813
Office: (863)646-1448
Fax: (863)644-0784
Cell: (863)333-8733
tpspuckler@jhameng.com

From: NAM Customer Support [<mailto:nam.customersupport@arteche.com>]
Sent: Tuesday, October 26, 2021 4:20 PM
To: Tim Spuckler <tpspuckler@jhameng.com>; Ceron Trejo, Julio Cesar <julio.ceron@arteche.com>
Cc: NAM Customer Support <nam.customersupport@arteche.com>; Jimenez Aurelio, Gerardo

<gerardo.iimenez@arteche.com>; Reyes Aldana, Juan Jesus <juan.reyes1@arteche.com>; Campos Jardon, Luis Eduardo <luis.campos@arteche.com>; Cuevas Huerta, Leonardo Daniel <leonardo.cuevas@arteche.com>
Subject: RE: (EXTERNAL MAIL) RE: 2021245_UEN-24 _S&C Electric Company_100013976

Hi Tim.

Thank you very much for the information.

@Julio Ceron, take note, the unit is located at the following address:

602 Brannen RD. Lakeland, FL 33813

I thank you in advance for your attention.

Best regards.



José Hernández Contreras

Customer Support
km 73,540 Ant. Carretera Federal México-Queretaro
42855 Tepeji del Río de Ocampo
Hidalgo, México
jose.hernandez2@arteche.com
Skype: Jose.hdez.c.
C:+521 (55) 68 54 04 94
www.arteche.com

De: Tim Spuckler <tpspuckler@ihhameng.com>
Enviado el: martes, 26 de octubre de 2021 12:30 p. m.
Para: NAM Customer Support <nam.customersupport@arteche.com>
Asunto: RE: (EXTERNAL MAIL) RE: 2021245_UEN-24 _S&C Electric Company_100013976

[EXTERNAL MAIL.] Please do not click on links or open attachments unless you recognize the sender and know the content is safe..

Jose
We need the new transformer shipped to our shop in Lakeland
602 Brannen RD. Lakeland, FL 33813
Also we have the bad transformer at the shop so the shipping label pickup needs to show that.
Thank you!

Timothy Spuckler
Purchasing Agent
J.H.Ham Engineering, Inc.
PO Box 5106 Lakeland, FL 33807

602 Brannen RD Lakeland, FL 33813
Office: (863)646-1448
Fax: (863)644-0784
Cell: (863)333-8733
tpspuckler@jhameng.com

From: NAM Customer Support [<mailto:nam.customersupport@arteche.com>]
Sent: Tuesday, October 26, 2021 1:08 PM
To: Tim Spuckler <tpspuckler@jhameng.com>; Ceron Trejo, Julio Cesar <julio.ceron@arteche.com>
Cc: NAM Customer Support <nam.customersupport@arteche.com>; Jimenez Aurelio, Gerardo <gerardo.jimenez@arteche.com>; Reyes Aldana, Juan Jesus <juan.reyes1@arteche.com>; Campos Jardon, Luis Eduardo <luis.campos@arteche.com>; Cuevas Huerta, Leonardo Daniel <leonardo.cuevas@arteche.com>
Subject: RE: (EXTERNAL MAIL) RE: 2021245_UEN-24 _S&C Electric Company_100013976

Hi Tim, Good Morning.

I really appreciate your information.

My colleague Julio Ceron will carry out the recloection of this unit, he will be the one who will contact you to coordinate the collection.

@Ceron Trejo, Julio Cesar, please consider the collection of one UEN-24 (serial number 20023046-72), the dimensions are:

21in wide
40in deep
19in tal
weight 150 pounds.

The address and contact details are:

Peace River Manasota RWSA 8998 SW County RD 769 Arcadia, Florida 34266
Contacts:
Project Manager: William Meddleton (863)617-8388
Project Foreman: Matt Jones (813)431-2333
Purchasing Agent: Timothy Spuckler: (863)333-8733
JH Ham Office: (863)646-1448

I thank you in advance and I am awaiting any comments.



José Hernández Contreras

Customer Support
km 73,540 Ant. Carretera Federal México-Querétaro
42855 Tepeji del Río de Ocampo
Hidalgo, México
jose.hernandez2@arteche.com
Skype. Jose.hdez.c.
C:+521 (55) 68 54 04 94
www.arteche.com

De: Tim Spuckler <tpspuckler@jhameng.com>
Enviado el: martes, 26 de octubre de 2021 10:32 a. m.
Para: NAM Customer Support <nam.customersupport@arteche.com>
Asunto: RE: (EXTERNAL MAIL) RE: 2021245_UEN-24 _S&C Electric Company_100013976

[EXTERNAL MAIL.] Please do not click on links or open attachments unless you recognize the sender and know the content is safe..

Good morning Jose

I am preparing the voltage transformer for shipping. The dimensions are 21in wide x 40in deep x 19in tall and weight will be approximately 150 pounds. Are you sending me a return shipping label. Please advise
Thank you

Timothy Spuckler
Purchasing Agent
J.H.Ham Engineering, Inc.
PO Box 5106 Lakeland, FL 33807
602 Brannen RD Lakeland, FL 33813
Office: (863)646-1448
Fax: (863)644-0784
Cell: (863)333-8733
tpspuckler@jhameng.com

From: NAM Customer Support [<mailto:nam.customersupport@arteche.com>]
Sent: Thursday, October 21, 2021 2:05 PM
To: Tim Spuckler <tpspuckler@jhameng.com>; NAM Customer Support <nam.customersupport@arteche.com>
Subject: RE: (EXTERNAL MAIL) RE: 2021245_UEN-24 _S&C Electric Company_100013976

Hi Tim, good afternoon.

My partner Omar will be arriving at 9:00 am.

Best regards.



José Hernández Contreras

Customer Support
km 73,540 Ant. Carretera Federal México-Querétaro
42855 Tepeji del Rio de Ocampo
Hidalgo, México
jose.hernandez2@arteche.com
Skype: Jose.hdez.c.
C:+521 (55) 68 54 04 94
www.arteche.com

De: Tim Spuckler <tpspuckler@jhameng.com>
Enviado el: jueves, 21 de octubre de 2021 12:40 p. m.
Para: NAM Customer Support <nam.customersupport@arteche.com>
Asunto: RE: (EXTERNAL MAIL) RE: 2021245_UEN-24 _S&C Electric Company_100013976

[EXTERNAL MAIL,] Please do not click on links or open attachments unless you recognize the sender and know the content is safe..

Good afternoon Jose
Any idea what time Omar will be at Peace river water tomorrow for us to meet with him? Please advise
Thank you

Timothy Spuckler
Purchasing Agent
J.H.Ham Engineering, Inc.
PO Box 5106 Lakeland, FL 33807
602 Brannen RD Lakeland, FL 33813
Office: (863)646-1448
Fax: (863)644-0784
Cell: (863)333-8733
tpspuckler@jhameng.com

From: NAM Customer Support [<mailto:nam.customersupport@arteche.com>]
Sent: Tuesday, October 19, 2021 9:25 AM
To: Tim Spuckler <tpspuckler@jhameng.com>
Cc: James H. Ham III <jham3@jhameng.com>; William Meddleton <wmeddleton@jhameng.com>; Huerta Vizcaino, Omar Anastacio <omar.huerta@arteche.com>; Jerez, Roger <Roger.Jerez@arteche.com>; Reyes Aldana, Juan Jesus <juan.reyes1@arteche.com>; Jimenez Aurelio, Gerardo <gerardo.jimenez@arteche.com>
Subject: RE: (EXTERNAL MAIL) RE: 2021245_UEN-24 _S&C Electric Company_100013976

Hi Tim, good morning.

I appreciate the confirmation, my partner Omar will be there on Friday, don't hesitate to call him if you think it is necessary.

On the other hand I inform you that I have a TP ready to send to site if this is necessary.

I await any comments.

Best regards



José Hernández Contreras
Customer Support

km 73,540 Ant. Carretera Federal México-Querétaro
42855 Tepeji del Río de Ocampo
Hidalgo, México
jose.hernandez2@arteche.com
Skype Jose.hdez.c.
C:+521 (55) 68 54 04 94
www.arteche.com

De: Tim Spuckler <tpspuckler@jhameng.com>

Enviado el: martes, 19 de octubre de 2021 06:31 a. m.

Para: Hernandez Contreras, Jose <jose.hernandez2@arteche.com>

CC: James H. Ham III <jham3@jhameng.com>; William Meddleton <wmeddleton@jhameng.com>

Asunto: RE: (EXTERNAL MAIL) RE: 2021245_UEN-24 _S&C Electric Company_100013976

(EXTERNAL MAIL.) Please do not click on links or open attachments unless you recognize the sender and know the content is safe..

Good morning Jose

Yes Friday is good. We went out yesterday and confirmed none of the cables are bad and that one of the voltage transformers is making the noise. And it is much louder now than it was before. So I suspect it is failing
Thank you for all your help in this matter.

Timothy Spuckler
Purchasing Agent
J.H.Ham Engineering, Inc.
PO Box 5106 Lakeland, FL 33807
602 Brannen RD Lakeland, FL 33813
Office: (863)646-1448
Fax: (863)644-0784
Cell: (863)333-8733
tpspuckler@jhameng.com

From: Hernandez Contreras, Jose [<mailto:jose.hernandez2@arteche.com>]

Sent: Monday, October 18, 2021 10:01 AM

To: NAM Customer Support <nam.customersupport@arteche.com>; Tim Spuckler <tpspuckler@jhameng.com>

Cc: William Meddleton <wmeddleton@jhameng.com>; Jerez, Roger <Roger.Jerez@arteche.com>; Reyes Aldana, Juan Jesus <juan.reyes1@arteche.com>; Huerta Vizcaino, Omar Anastacio <omar.huerta@arteche.com>; Jimenez Aurelio, Gerardo <gerardo.jimenez@arteche.com>

Subject: RE: (EXTERNAL MAIL) RE: 2021245_UEN-24 _S&C Electric Company_100013976

Hi Tim, Good Morning.

According to my last email, I inform you that my partner Omar Huerta (in copy), is the technician assigned to attend the site. He will be at the place on Friday 10/22, his details are as follows:

Name, Omar Huerta Vizcaino
Mobile number 469 825 5386

Please confirm receipt, I am awaiting any comment.



José Hernández Contreras

Customer Support

km 73,540 Ant. Carretera Federal México-Querétaro

42855 Tepeji del Río de Ocampo

Hidalgo, México

jose.hernandez2@arteche.com

Skype. Jose.hdez.c.

C:+521 (55) 68 54 04 94

www.arteche.com

De: NAM Customer Support

Enviado el: viernes, 15 de octubre de 2021 10:30 a. m.

Para: Tim Spuckler <tpspuckler@jhameng.com>

CC: William Meddleton <wmeddleton@jhameng.com>; NAM Customer Support

<nam.customersupport@arteche.com>; Jerez, Roger <Roger.Jerez@arteche.com>; Reyes Aldana, Juan Jesus

<juan.reyes1@arteche.com>; Huerta Vizcaino, Omar Anastacio <omar.huerta@arteche.com>; Jimenez Aurelio, Gerardo

<gerardo.jimenez@arteche.com>

Asunto: RE: (EXTERNAL MAIL) RE: 2021245_UEN-24 _S&C Electric Company_100013976

Hi Tim

I confirm receipt of the message

We will check the availability of the technician, next Monday I will confirm the date of assistance on site, as well as the name and telephone number of the assigned technician.

I appreciate your help

Best regards.



José Hernández Contreras

Customer Support

km 73,540 Ant. Carretera Federal México-Querétaro

42855 Tepeji del Río de Ocampo

Hidalgo, México

jose.hernandez2@arteche.com

Skype. Jose.hdez.c.

C:+521 (55) 68 54 04 94

www.arteche.com

De: Tim Spuckler <tspuckler@jhameng.com>
Enviado el: viernes, 15 de octubre de 2021 09:34 a. m.
Para: NAM Customer Support <nam.customersupport@arteche.com>
CC: William Meddleton <wmeddleton@jhameng.com>
Asunto: RE: (EXTERNAL MAIL) RE: 2021245_UEN-24 _S&C Electric Company_100013976

[EXTERNAL MAIL.] Please do not click on links or open attachments unless you recognize the sender and know the content is safe..

Good morning Jose
The units are at Peace River Manasota RWSA 8998 SW County RD 769 Arcadia, Florida 34266
Contacts:
Project Manager: William Meddleton (863)617-8388
Project Foreman: Matt Jones (813)431-2333
Purchasing Agent: Timothy Spuckler: (863)333-8733
JH Ham Office: (863)646-1448

Timothy Spuckler
Purchasing Agent
J.H.Ham Engineering, Inc.
PO Box 5106 Lakeland, FL 33807
602 Brannen RD Lakeland, FL 33813
Office: (863)646-1448
Fax: (863)644-0784
Cell: (863)333-8733
tspuckler@jhameng.com

From: NAM Customer Support [<mailto:nam.customersupport@arteche.com>]
Sent: Thursday, October 14, 2021 5:08 PM
To: Tim Spuckler <tspuckler@jhameng.com>
Cc: William Meddleton <wmeddleton@jhameng.com>; NAM Customer Support <nam.customersupport@arteche.com>; Jerez, Roger <Roger.Jerez@arteche.com>; Reyes Aldana, Juan Jesus <juan.reyes1@arteche.com>; Campos Jardon, Luis Eduardo <luis.campos@arteche.com>; Huerta Vizcaino, Omar Anastacio <omar.huerta@arteche.com>
Subject: RE: (EXTERNAL MAIL) RE: 2021245_UEN-24 _S&C Electric Company_100013976

Good afternoon Tim.
I understand your situation, please help me with the complete address of where the units are installed as well as local contact information, with a telephone number and most likely one of our technicians will assist to verify the units the next week

It is very important to have data to verify availability.

I am attentive to the requested information.



José Hernández Contreras

Customer Support

km 73,540 Ant Carretera Federal México-Querétaro

42855 Tepeji del Río de Ocampo

Hidalgo, México

jose.hernandez2@arteche.com

Skype. Jose.hdez.c.

C:+521 (55) 68 54 04 94

www.arteche.com

De: Tim Spuckler <tpspuckler@jhameng.com>

Enviado el: jueves, 14 de octubre de 2021 11:59 a. m.

Para: NAM Customer Support <nam.customersupport@arteche.com>

CC: William Meddleton <wmeddleton@jhameng.com>

Asunto: (EXTERNAL MAIL) RE: 2021245_UEN-24 _S&C Electric Company_100013976

[EXTERNAL MAIL.] Please do not click on links or open attachments unless you recognize the sender and know the content is safe..

Good afternoon Jose

There is two voltage transformers in the Vista switch and we don't really know which one is bad of if any is bad. That's why we are requesting a factory representative to come and diagnose the problem. Can you make it happen? Please advise

Thank you

Timothy Spuckler

Purchasing Agent

J.H.Ham Engineering, Inc.

PO Box 5106 Lakeland, FL 33807

602 Brannen RD Lakeland, FL 33813

Office: (863)646-1448

Fax: (863)644-0784

Cell: (863)333-8733

tpspuckler@jhameng.com

From: NAM Customer Support [<mailto:nam.customersupport@arteche.com>]

Sent: Thursday, October 14, 2021 12:02 PM

To: William Meddleton <wmeddleton@jhameng.com>; Tim Spuckler <tpspuckler@jhameng.com>

Cc: Jerez, Roger <Roger.Jerez@arteche.com>; NAM Customer Support <nam.customersupport@arteche.com>; Campos Jardon, Luis Eduardo <luis.campos@arteche.com>; Jimenez Aurelio, Gerardo <gerardo.jimenez@arteche.com>; Reyes Aldana, Juan Jesus <juan.reyes1@arteche.com>; García Sánchez, Melissa <Melissa.Garcia@arteche.com>

Subject: 2021245_UEN-24 _S&C Electric Company_100013976

Hi Bill & Tim, Good morning.

The claim was registered with the number 100013976, the title of this email has been updated, for follow-up, I suggest you save it until the conclusion of this claim.

On the other hand, I inform you that we do not have personnel available to attend to the facilities where the suspicious unit is located, however we will send you a replacement unit, so that you can continue with your work.

On the other hand, it will be necessary to send the suspect unit to Arteche, so I request your help to packing the unit, please use the RMA number 100013976.

Please share us the dimensions and weight, when you have it.

As soon as I have the ETA date of the new unit, I will share it with you so you can make your forecasts

I appreciate your help in advance and I am awaiting your comments.

Best regards.



José Hernández Contreras

Customer Support

km 73,540 Ant. Carretera Federal México-Querétaro

42855 Tepeji del Río de Ocampo

Hidalgo, México

jose.hernandez2@arteche.com

Skype Jose.hdez.c

C:+521 (55) 68 54 04 94

www.arteche.com

From: William Meddleton <wmeddleton@jhameng.com>

Sent: Thursday, October 14, 2021 10:10 AM

To: Jerez, Roger <Roger.Jerez@arteche.com>

Cc: Tim Spuckler <tpspuckler@jhameng.com>

Subject: (EXTERNAL MAIL) PT noise

[EXTERNAL MAIL.] Please do not click on links or open attachments unless you recognize the sender and know the content is safe..

Roger, thanks for taking my call. Any help you can give would be great. The gentleman's name is Tim Spuckler telephone # 863-333-8733 he is our guy. He is copied in this email. Please confirm you received this email.

Thanks,

Bill Meddleton

Construction Manager

J.H. Ham Engineering

863-617-8388 Cell

863-646-1448 Office

Electrical Engineering Enterprises, Inc.

Electrical Apparatus Division

July 7, 2021

Tim Spuckler
J H Ham Engineering, Inc.
P.O. Box 5106 Lakeland, Fl. 33807
602 Brannen Rd. Lakeland, Fl. 33813

Reference:

P.O.# 21087/Quote#- 52521BNM45PRECOPOLE

Subject: EEE Quote to Install customer provided concrete power pole at Peace River Electric in Arcadia, FL.

Tim,

Per our conversation, I received an email from our supplier on 6/18/21 that said the materials for this job would be at least 6 weeks to deliver. I spoke to them last week when I returned off of vacation and they informed me that we were still on track for that delivery time. I have followed up today to see if anything has changed and if there is any way to expedite the order but have not heard back as of yet.

I will let you know if anything has changed when they get back to me. Please let me know if you have any other questions or concerns.

Thank You for this opportunity to be of Service.

Sincerely

Brian Montgomery
EEE
Sales Engineer
(813) 363-7002



Cooper Power Systems
2300 Badger Drive
Waukesha, WI 53188
USA
Tel: (262) 896-2310

July 07, 2021

Subject: Graybar Electric LKLD / Peace River P.O. 4703284951/SO219815065

To Who It May Concern:

Material availability constraints due to Covid has led to a delivery impact to the subject order. The order was originally scheduled to ship on June 14th. Stainless steel supply remains constrained due to the pandemic effect that has not yet normalized within the supply chain. Additionally, a welder shortage has created a new bottleneck within our cabinet manufacturing facility. This has caused us to schedule the 3 pieces of SEC34823F6252SGG, 1 piece of SEC36623F6253SGG, and 1 piece of SEC36623FCL25SGG to ship on September 7, 2021 which is an additional 12 weeks out from the original ship date. Currently, we do not anticipate being able to make schedule improvements.

Sincerely,

Doug Wawrzynski
Regional Sales Director – C&I, Northeast & Southeast
Power Systems Division, Eaton
mobile: +1 262 716-4871

Cooper Power Systems
by **EATON**

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 5, 2022

CONSENT AGENDA
ITEM 5

**Award Construction Contract to TLC Diversified Inc. for the
DeSoto Booster Pump Station Modification Project**

Recommended Action

Motion to approve and authorize Executive Director to execute construction contract for the DeSoto Booster Pump Station Modifications Project to TLC Diversified, Inc. for an amount not-to-exceed \$1,196,000.00

The Authority finalized the purchased the Desoto Booster Pump Station Facility (FKS) Project Prairie, from DeSoto County in January 2022. The purpose of this project is to make the physical modifications needed to integrate the facility into the regional transmission system. Work primarily includes replacement of meter assemblies, yard piping additions and modifications, and installation of a new radio tower (RTU), new telemetry, control and instrumentation upgrades, and integration with the existing DeSoto County Supervisory Control and Data Acquisition (SCADA) system. Pursuant to the Interlocal Agreement between DeSoto County and the Authority for this facility, DeSoto County Utilities will continue to operate the facility. The Authority will be able to monitor the facility remotely via the RTU and systems integration. Funding for the construction includes \$220,484 from the Southwest Florida Water Management District and \$975,516 from the Authority system-wide benefit Capital Improvements Projects (CIP).

The Project was bid in accordance with Authority procurement policy and three bids were timely received from the Authority's library of As Needed Contractors qualified for Water Treatment Process Piping & Pipeline Construction, repair, and replacement. The lowest responsive and responsible bidder was TLC Diversified Inc., with a total base bid of \$1,196,000. The bid submittal includes an Owners Allowance of \$25,000 for out-of-scope work, if approved by the Executive Director.

Budget Action: No action is needed.

Attachments:

- Tab A Staff Memorandum
- Tab B Invitation to Bid
- Tab C Engineers Recommendation Letter (Includes bid forms, bid tab and reference backup)
- Tab D Notice of Intended Decision

TAB A
Staff Memorandum

MEMORANDUM

DATE: October 5, 2022

TO: Mike Coates, Executive Director

FROM: Ford Ritz, Project Engineer

RE: Award Contract for Construction of the DeSoto Booster Pump Station Modification Project (Formally Known as Project Prairie)

Recommendation

Staff recommends award and execution of a construction contract with the lowest responsive and responsible bidder for the DeSoto Booster Pump Station Modification Project to TLC Diversified (TLC), for an amount not-to-exceed \$1,196,000. TLC is one of three contractors from the Authority's library of As Needed Construction Contractors for Water Treatment Process & Pipeline Construction, Repair & Replacement.

Background

The Authority finalized purchased the DeSoto Booster Pump Station Facility from DeSoto in January 2022. The purpose of this project is to make the modifications and improvements necessary to integrate that facility into the regional transmission system. Work primarily includes replacement of meter assemblies, yard piping additions and modifications, installation of a new radio tower (RTU), telemetry, control upgrades and integration with the existing Desoto County SCADA system. Pursuant to the Interlocal Agreement, DeSoto County Utilities will continue to operate the facility for the Authority. The Authority will be able to remotely monitor and operate the facilities via the new RTU and instrumentation & controls.

Discussion

An Invitation-to-Bid was posted on the Authority website on July 18, 2022. A pre-bid conference was held on August 1, 2022, at the Peace River Facility and followed by a site visit. The deadline for questions about the project was close of business August 4, 2022. Addendum No.1 was posted on the Authority's web page on August 5, 2022. Bids were due on August 17, 2022, at 10:00 AM. Contractors submitted their Bids via email to the Authority's Procurement email address per instruction in the Invitation-to-Bid. Bids and were opened and read aloud at the Authority's administrative office located at 9415 Town Center Parkway in Lakewood Ranch, Florida.

Three bids were received, and they are listed in alphabetical order in Table 1 on the following page. The bids were reviewed by Ardurra (Engineer-of-Record) for the design and construction phases. The low bidder was TLC Diversified, Inc. (TLC) of Palmetto, Florida. Ardurra reviewed the bids and found no errors or omissions and recommended award of the project to the TLC.

TABLE 1
Desoto Booster Pump Station Modification Bid Results

| Rank | Company Name | Base Bid Price |
|-------------|-------------------------------------|-----------------------|
| 1 | Garney Companies, Inc. | \$1,500,000.00 |
| 2 | Kiewit Water Facilities Florida Co. | \$1,432,000.00 |
| 3 | TLC Diversified, Inc. | \$1,196,000.00 |

The engineer’s Opinion of Probable Construction Cost (OPCC) was \$578,014.00. Ardurra explained in their Recommendation of Award letter that based on discussions with two of the bidding contractors, the difference between the Engineer’s OPCC and the bids were driven primarily by sudden rise in material prices and the difficulty and additional effort associated with complying with Federal funding (American Rescue Plan Act) requirements which is being directed to this project through SWFWMD. Funding for the Work includes \$220,484 from SWFWMD and \$975,516 from the Authority system-wide benefit Capital Improvements Projects.

The Notice of Intended Decision was posted on the Authority webpage on August 30, 2022.

TAB B
Invitation to Bid

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

INVITATION TO BID

DESOTO BOOSTER PUMP STATION MODIFICATIONS

The Peace River Manasota Regional Water Supply Authority (“Authority”) is requesting sealed bids from contractors currently in the Authority’s library of As Needed Construction Contractors: Water Treatment Process & Pipeline Construction, Repair & Replacement for the DeSoto Booster Pump Station Modifications.

The DeSoto Booster Pump Station Modifications are generally described as the construction of modifications and improvements to upgrade the existing DeSoto (potable water) Booster Pump Station facility, recently acquired by the Authority from DeSoto County, to a Regional Facility. The Desoto Booster Pump Station is located on a 1.83-acre site near the southeast corner of the intersection of US-17 and SW Enterprise Boulevard in DeSoto County.

Contractors 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 DeSoto Booster Pumping Station Modifications Bid Documents via email to procurement@regionalwater.org, using “**Response to Bid: DeSoto Booster**” as the subject line no later than **10:00 a.m. EST on August 17, 2022**.

A Pre-Bid Conference will be held on August 1, 2022 beginning at 10:00 a.m. EST at the Peace River Facility, Water Quality Training Facility, located at 8998 SW County Road 769 Arcadia, Florida 34269. Attendance at the Pre-Bid Conference is not mandatory and a site visit will follow the meeting.

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. 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) or by contacting Rachel Kersten at rkersten@regionalwater.org, or by calling (941) 316-1776.

All questions related to this Invitation to Bid shall be directed in writing via email to procurement@regionalwater.org using “**Bid Question – DeSoto Booster**” as the subject line. Questions asked/answered will be periodically posted to the Authority’s website. The final cut-off date/time for all questions shall be **August 4, 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: July 18, 2022

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

TAB C
Engineers Recommendation Letter
(Includes bid forms, bid tab and reference backup)



September 19, 2022

Mr. Ford Ritz, PE
Project Engineer/Manager
Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, FL 34202

Re: DeSoto Booster Pump Station Modifications
Recommendation of Award

Dear Mr. Ritz:

Ardurra Group, Inc. (Ardurra) has evaluated the three (3) bids received on August 17, 2022, for the above referenced project. The Bid Tabulation provided by the Authority is attached. The apparent low bidder is TLC Diversified, Inc. (TLC) with a total Bid amount of \$1,196,000.00. The Engineer's Opinion of Probable Construction Cost for the project was \$578,014.00. Based on discussions with two of the bidding contractors, the difference between the Engineer's Opinion of Probable Cost and the bids was driven primarily by a sudden rise in material prices with additional undefinable influence from the project's Build America Buy America (BABA) requirements.

As part of the bid evaluation, Ardurra contacted Dallas Lamberson with TLC on September 19, 2022, to discuss their bid and understanding of the project. Mr. Lamberson stated that TLC understands the project requirements and is comfortable with their bid. In addition, Ardurra also contacted the following references provided in TLC's proposal for the Authority's As-Needed Water Treatment Process and Pipeline Construction, Repair & Replacement Contract:

- Al Martini, PE with Hillsborough County
- Robbie Gonzalez, PE with CPH, Inc.
- Jim Monahan, PE with the City of Winter Garden

Records of the phone conversations are attached along with a separate reference sheet provided by Al Martini. All three references provided positive feedback. In addition, Ardurra has worked with TLC on similar projects for multiple clients in the Tampa Bay region over the past 20+ years and they have always performed successfully. Based on their references, our past experience, and the fact that they have an As-Needed contract with the Authority, they appear capable of performing the work.

We therefore recommend that the Authority award the project to TLC Diversified, Inc. in the amount of One Million One Hundred Ninety Six Thousand Dollars and Zero Cents (\$1,196,000.00).

Please feel free to contact me if you require additional information.

Sincerely,

Christopher F. Kuzler, P.E.
Managing Principal / Director

Enclosures

cc: File: 2021-1556-01

Kiewit

**BID FORM
DESOTO BOOSTER PUMP STATION MODIFICATIONS**

| ITEM NO. | DESCRIPTION OF ITEMS | EST. QTY. | UNIT | UNIT PRICE | TOTAL AMOUNT |
|----------|-------------------------------------|-----------|------|---------------|---------------|
| 1 | Yard Piping Modifications | 1 | LS | \$ 736,000.00 | \$ 736,000.00 |
| 2 | Influent Meter Assembly Replacement | 1 | LS | \$ 183,000.00 | \$ 183,000.00 |
| 3 | Effluent Meter Assembly Replacement | 1 | LS | \$ 114,000.00 | \$ 114,000.00 |
| 4 | Authority RTU and Telemetry System | 1 | LS | \$ 311,000.00 | \$ 311,000.00 |
| 5 | Fence Relocation | 1 | LS | \$ 12,000.00 | \$ 12,000.00 |
| 6 | Mobilization | 1 | LS | \$ 50,000.00 | \$ 50,000.00 |
| 7 | Permit Allowance | 1 | LS | \$1,000.00 | \$1,000.00 |
| 8 | Owner's Allowance | 1 | LS | \$25,000.00 | \$25,000.00 |

PROPOSED TOTAL CONTRACT PRICE (Item No. 1 through 8): \$ 1,432,000.00
(Amount Written in Figures)

PROPOSED TOTAL CONTRACT PRICE (Item No. 1 through 8): One Million, Four Hundred
(Amount Written in Words) Thirty Two Thousand Dollars and Zero Cents.


Signature James P. Goyer

August 17, 2022
Date

Kiewit

Garney

**BID FORM
DESOTO BOOSTER PUMP STATION MODIFICATIONS**

| ITEM NO. | DESCRIPTION OF ITEMS | EST. QTY. | UNIT | UNIT PRICE | TOTAL AMOUNT |
|----------|-------------------------------------|-----------|------|-------------------|-------------------|
| 1 | Yard Piping Modifications | 1 | LS | \$ <u>795,000</u> | \$ <u>795,000</u> |
| 2 | Influent Meter Assembly Replacement | 1 | LS | \$ <u>183,000</u> | \$ <u>183,000</u> |
| 3 | Effluent Meter Assembly Replacement | 1 | LS | \$ <u>136,000</u> | \$ <u>136,000</u> |
| 4 | Authority RTU and Telemetry System | 1 | LS | \$ <u>315,000</u> | \$ <u>315,000</u> |
| 5 | Fence Relocation | 1 | LS | \$ <u>5,000</u> | \$ <u>5,000</u> |
| 6 | Mobilization | 1 | LS | \$ <u>40,000</u> | \$ <u>40,000</u> |
| 7 | Permit Allowance | 1 | LS | \$1,000.00 | \$1,000.00 |
| 8 | Owner's Allowance | 1 | LS | \$25,000.00 | \$25,000.00 |

PROPOSED TOTAL CONTRACT PRICE (Item No. 1 through 8):

\$ 1,500,000

(Amount Written in Figures)

One Million Five Hundred Thousand Dollars

PROPOSED TOTAL CONTRACT PRICE (Item No. 1 through 8):

(Amount Written in Words)



August 17, 2022

Signature **Scott J. Reuter, Director**

Date

Garney

Ardura

**PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
 DESOTO COUNTY SOUTH BOOSTER PUMP STATION MODIFICATIONS
 PHASE 1 INTERCONNECT PROJECT
 90% OPINION OF PROBABLE CONSTRUCTION COST**

| ITEM NO. | DESCRIPTION | EST. QTY. | UNIT | UNIT COST | TOTAL COST |
|----------|---|-----------|------|----------------------------|-------------------|
| 1 | YARD PIPING MODIFICATIONS | | | | |
| | 24" MJ D.I. Pipe by Open Cut | 235 | LF | \$ 325 | \$ 76,375 |
| | D.I. Fittings | 3.0 | TON | \$ 20,000 | \$ 61,000 |
| | CAV Assemblies | 2 | EA | \$ 4,000 | \$ 8,000 |
| | Dewatering | 1 | LS | \$ 50,000 | \$ 50,000 |
| | Sodding | 300 | SY | \$ 4 | \$ 1,200 |
| | | | | | \$ 196,575 |
| 2 | REPLACE INFLUENT VALVE AND METER | | | | |
| | 16" FL D.I. Pipe | 12 | LF | \$ 420 | \$ 5,040 |
| | 8" FL D.I. Pipe | 20 | LF | \$ 210 | \$ 4,200 |
| | D.I. Fittings | 1.9 | TON | \$ 20,000 | \$ 37,650 |
| | 10" BFV | 2 | EA | \$ 6,000 | \$ 12,000 |
| | 10" Pressure Control Valve | 1 | EA | \$ 25,000 | \$ 25,000 |
| | 8" Meter | 1 | EA | \$ 12,000 | \$ 12,000 |
| | ARV Assembly | 1 | EA | \$ 4,000 | \$ 4,000 |
| | Site Work | 1 | LS | \$ 2,500 | \$ 2,500 |
| | | | | | \$ 102,390 |
| 3 | REPLACE EFFLUENT METER | | | | |
| | 12" FL D.I. Pipe | 12 | LF | \$ 315 | \$ 3,780 |
| | 8" FL D.I. Pipe | 20 | LF | \$ 210 | \$ 4,200 |
| | D.I. Fittings | 1.0 | TON | \$ 20,000 | \$ 19,130 |
| | 12" FL BFV | 1 | EA | \$ 8,000 | \$ 8,000 |
| | 10" BFV | 1 | EA | \$ 6,000 | \$ 6,000 |
| | 8" Meter | 1 | EA | \$ 12,000 | \$ 12,000 |
| | ARV Assembly | 1 | EA | \$ 4,000 | \$ 4,000 |
| | Site Work | 1 | LS | \$ 9,880 | \$ 9,880 |
| | | | | | \$ 66,990 |
| 4 | RTU and ANTENNA | | | | |
| | Antenna and RTU | 1 | LS | \$ 40,000 | \$ 40,000 |
| | Relocate Pressure Transducers | 1 | LS | \$ 8,500 | \$ 8,500 |
| | Controls Integration | 1 | LS | \$ 25,000 | \$ 25,000 |
| | | | | | \$ 73,500 |
| 5 | FENCE RELOCATION | | | | |
| | Fence Relocation | 1 | LS | \$ 5,000 | \$ 5,000 |
| | | | | SUBTOTAL \$ | 444,455 |
| | | | | Mobilization (4%) | \$ 17,778 |
| | | | | General Conditions (3%) | \$ 13,334 |
| | | | | Bonds and Insurance (1%) | \$ 4,445 |
| | | | | SUBTOTAL \$ | 480,011 |
| | | | | Estimate Contingency (15%) | \$ 72,002 |
| | | | | SUBTOTAL \$ | 552,013 |
| | | | | Permit Allowance | \$ 1,000 |
| | | | | Owner's Allowance | \$ 25,000 |
| | | | | TOTAL \$ | 578,013 |



From Ardurra

Matthew Durham
North and Central Florida Satellite Office

Orlando, FL 32814

Phone: 256-856-7073
 Fax: 205-307-3867
 Email: mdurham@american-usa.com

PROJECT NO: N/A
 PROJECT:
 LOCATION: Sarasota County, FL
 BID DATE: 5/31/2022

ESTIMATE

| <u>QTY</u> | <u>UOM</u> | <u>DESCRIPTION</u> | <u>SPEC</u> | <u>TOT. WT.</u> | <u>Unit \$</u> | <u>Total \$</u> |
|------------|------------|---------------------------------------|-------------|-----------------|----------------|-----------------|
| 20 | FT | 12" FST x FSTPE PIPE CL-350 20'1" | DCL-ASP | 726 | \$56.53 | \$1,130.60 |
| 20 | FT | 14" FST x FSTPE PIPE CL-250 20'0-1/2" | DCL-ASP | 854 | \$71.28 | \$71.28 |
| 20 | FT | 16" FST x FSTPE PIPE CL-250 20'0-1/2" | DCL-ASP | 1,040 | \$80.98 | \$1,619.60 |
| 20 | FT | 24" FST x FSTPE PIPE CL-200 20'0-1/2" | DCL-ASP | 1,712 | \$135.77 | \$2,715.40 |
| 20 | FT | 30" FST x FSTPE PIPE CL-150 20'0-1/2" | HCL-ASP | 2,210 | \$266.50 | \$5,330.00 |

| | | | | | | |
|----------------------------|--|--|--|-------------------|--|--------------------|
| Total Quote Summary | | | | 6,542 LBS. | | \$10,866.88 |
|----------------------------|--|--|--|-------------------|--|--------------------|

- Base Price is established per our February 15, 2022 price increase.
- An indicator of the current Current Cost Volatility Adder (CVA) may be tracked via the steel scrap index which is published on www.FastMarkets.com (Steel Scrap No. 1 Busheling, consumer buying price, delivered mill Chicago, \$/gross ton)
- Final Cost Volatility Adder (CVA) will be determined and applied at time of shipment
- Quoted pricing will be held firm for 30 days.
- All pipe orders must be shipped within 30 days of order entry date or be subject to repricing at time of shipment.
- All 10" and larger made-to-order (MTO) material must ship by required date. Unshipped MTO material will be repriced to current base price, and a Cost Volatility Adder (CVA) will be applied at time of shipment. Additionally, this material may be subject to storage charges of 5% per month.
- All non-standard specialty products (e.g. linings, coatings, and all restrained joint types) require unrestricted release for shipment when available.
- No sales tax included in pricing. Units are \$/ft based on 40,000 lb truckload minimum, freight allowed to jobsite.
- Additional freight charges will apply on LTL less than full 40,000 lb truckloads. Any increase in freight is for Buyer's account.
- M/I materials are quoted less accessories. FASTITE pipe is quoted complete with standard accessories.
- All AMERICAN terms and conditions shall apply. Our proposal is expressly limited to your acceptance of our terms and conditions.



CONTRACTOR REFERENCE SUMMARY

Project: DeSoto Booster Pump Station Modifications

Contractor: TLC Diversified, Inc.

Reference: Jim Monahan, PE –City of Winter Garden

Date of Phone Call: September 19, 2022

1. What kind of project did the Contractor work with you on?

Western Water Treatment, Storage and Pumping.

2. What was the construction cost of the project?

\$8 million.

3. What year was the contract completed?

2020.

4. Did Contractor do quality work, i.e. were you pleased with his performance?

Yes.

5. Was the contractor easy to contact and work with?

Yes. Handled supply and people issues associated with COVID very well.

6. Where there any delays/schedule issues? Did Contractor complete work within the specified contract time period?

No major delays other than minor delays caused by COVID.

7. Were there any significant change orders?

No.

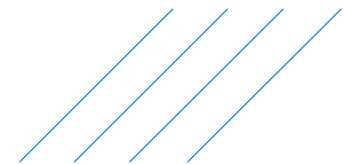
8. If you had the choice, would you use this Contactor again?

Yes.



Member of the SNC-Lavalin Group

Bidder Reference Verification for



TLC Diversified, Inc.

Requested on behalf of ORANGE COUNTY UTILITIES ENGINEERING DIVISION

Please complete Responses from Reference section below and return **NLT COB May 6th, 2022.**

| | |
|-------------------------------------|--|
| Project Name | Valrico AWWTP Headworks Replacement |
| Owner | Hillsborough County, FL |
| Contact | Al Martini |
| Phone Number | 813-209-3069 |
| Email Address | martinia@hillsboroughcounty.org |
| Original Contract | \$7.4 Million |
| Change Orders | \$0.4 Million |
| Final Contract | \$7.8 Million |
| Completed on Schedule Date | Yes 07/2017 |

Project Description
 This project involved the construction of a brand -new headworks facility rated for a 25MGD treatment facility. The structure itself included 1,900 cubic yards of concrete that was poured-in-place by our own in-house form carpenters and finishers. The structure's foundation was supported with an auger cast pile system that provided a soil bearing capacity of 2,500 psf. The project involved over 4,000 feet of 12" to 36" DI and PVC piping and valves, 24" and 30" tapping sleeve & valve. Cleaning of the Primary Digester Tank. We furnished and installed all new degritting equipment, mechanical screens, slide gates, variable frequency drives along with a precast electrical building, all new 480v motor control center, main electrical distribution system with concrete duct banks, wiring provisions for process instrumentation and 5+ PLC's, lightning protection system, grit pumping and dewatering equipment, auto-sampling equipment, raw sewage influent flow metering and monitoring equipment, LED lighting system, as well as an odor control treatment facility. After start-up and commissioning was complete, we demolished the entire existing headworks structure and all associated paving, concrete, piping, etc.

Responses from Reference

| | |
|--|--|
| What type of work was performed (please provide a brief description)? | Detailed above |
| Are the project description, contract values and dates presented above consistent with the referenced project? | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| Did the project involve the replacement of a minimum of five (5) programmable logic controllers (PLCs) and the subsequent system reprogramming and integration? | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| Did the project clearly demonstrate the contractor construction coordination of electrical, instrumentation, and mechanical elements with a construction contract value of \$2,000,000 or more? | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| How was the quality of the contractor's work? | <input checked="" type="checkbox"/> EXCELLENT <input type="checkbox"/> AVERAGE <input type="checkbox"/> POOR |
| Did the contractor do most of the work or did they subcontract a lot of it? | <input type="checkbox"/> MOSTLY SELF-PERFORMED <input checked="" type="checkbox"/> SUBSTANTIAL SUBCONTRACTING |
| Were there issues with change orders or financial claims for unpaid bills from the contractor? | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| Were pay requests in accordance with the work completed? | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |

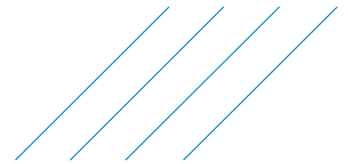


Member of the SNC-Lavalin Group

Bidder Reference Verification for

TLC Diversified, Inc.

Requested on behalf of ORANGE COUNTY UTILITIES ENGINEERING DIVISION



Please complete Responses from Reference section below and return NLT COB May 6th, 2022.

Were they generally cooperative and completed on Schedule?

YES NO

Were you satisfied with the performance of the superintendent?

YES NO

What is your overall evaluation of the contractor and their project performance?

EXCELLENT AVERAGE POOR

Albert D. Martini, Project Manager 4/27/2022



CONTRACTOR REFERENCE SUMMARY

Project: DeSoto Booster Pump Station Modifications

Contractor: TLC Diversified, Inc.

Reference: Jim Monahan, PE –City of Winter Garden

Caller: Chris Kuzler, PE

Date of Phone Call: September 19, 2022

1. What kind of project did the Contractor work with you on?

Western Water Treatment, Storage and Pumping.

2. What was the construction cost of the project?

\$8 million.

3. What year was the contract completed?

2020.

4. Did Contractor do quality work, i.e. were you pleased with his performance?

Yes.

5. Was the contractor easy to contact and work with?

Yes. Handled supply and people issues associated with COVID very well.

6. Where there any delays/schedule issues? Did Contractor complete work within the specified contract time period?

No major delays other than minor delays caused by COVID.

7. Were there any significant change orders?

No.

8. If you had the choice, would you use this Contactor again?

Yes.



CONTRACTOR REFERENCE SUMMARY

Project: DeSoto Booster Pump Station Modifications

Contractor: TLC Diversified, Inc.

Reference: Robbie Gonzalez, PE – CPH for City of Haines City

Date of Phone Call: September 19, 2022

1. What kind of project did the Contractor work with you on?

Water Treatment Plants No. 1 and No. 2.

2. What was the construction cost of the project?

Around \$7 million.

3. What year was the contract completed?

2018.

4. Did Contractor do quality work, i.e. were you pleased with his performance?

Yes. Did a great job.

5. Was the contractor easy to contact and work with?

Yes. Handled Hurricane Irma very well. Worked with the City to run the plants in "hand".

6. Were there any delays/schedule issues? Did Contractor complete work within the specified contract time period?

No major delays other than minor delays caused by the hurricane.

7. Were there any significant change orders?

No.

8. If you had the choice, would you use this Contractor again?

Yes.


TAB D
Notice of Intended Decision

**NOTICE OF INTENDED DECISION FOR AWARD OF CONTRACT -
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
DESOTO BOOSTER PUMP STATION MODIFICATIONS**

Recommended Action - Accept bid and award contract to the lowest, responsible, and responsive bidder, TLC Diversified, Inc., in the total amount of \$1,196,000.00 for the DeSoto Booster Pump Station Modifications.

Bids were requested in accordance with the Authority's Procurement Policy from contractors currently in the Authority's library of As Needed Construction Contractors: Water Treatment Process & Pipeline Construction, Repair & Replacement for the DeSoto Booster Pump Station Modifications and three (3) bids were received by the submission deadline of August 17, 2022.

Bidders and their bid amounts are listed in alphabetical order below:

| Company Name | Bid Amount | |
|-------------------------------------|-------------------|--|
| Garney Companies, Inc. | \$1,500,000.00 | |
| Kiewit Water Facilities Florida Co. | \$1,432,000.00 | |
| TLC Diversified, Inc. | \$1,196,000.00 |  Low Bid |

Staff recommends the Authority Board of Directors accept the bid and award a contract to the lowest responsible and responsive bidder, TLC Diversified, Inc. in the total amount of \$1,196,000.00 for the Desoto Booster Pump Station Modifications at the Authority Board meeting on October 5, 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: August 30, 2022

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 5, 2022

CONSENT AGENDA
ITEM 6

**Termination of Co-Funding Agreement No. 18CF0000854
with SWFWMD for Partially Treated Water ASR Project**

Recommended Action -

Motion to approve termination of co-funding agreement 18CF0000854 by mutual agreement with SWFWMD, and authorize repayment of \$5,500 to SWFWMD for co-funding provided under this Agreement to-date.

Co-Funding agreement 18CF0000854 with SWFWMD authorizes District funding up to \$20,500 for cycle testing (completed in 2018) and third-party review (projected completion summer 2023) on the Partially Treated Water ASR Project (Project). Project total costs and timeframe have changed significantly since the initial co-funding agreement was effective (October 1, 2017). The project has been in permitting with the FDEP since February 2018, and although obtaining a permit for the project appears promising at this point, the date that the permit will be issued remains uncertain. Estimated costs for the project have increased from \$7.76M in the FY 2018 CIP, to \$18.5M in the FY 2023 CIP. The cost increase is primarily associated with the addition of a disinfection system required by the FDEP for raw water injected for storage into the ASR system, however, annual inflation since 2018 has also contributed to the increase.

Given the extended project timeframe and increased costs, SWFWMD staff has recommended that we terminate the current co-funding agreement (18CF0000854) and re-submit a funding application after receipt of the permit from FDEP and following completion of preliminary design and third-party review (potentially late summer 2023). The Authority has secured a \$1M grant from the State of Florida that will pay for the preliminary design and third-party review phase of the project. Termination of the existing SWFWMD co-funding agreement will require that the Authority return \$5,500 that SWFWMD has reimbursed on the project to-date. Staff recommends termination of the co-funding agreement by mutual agreement with SWFWMD and return of the District supplied funds.

Budget Action: No action needed

Attachments:

Tab A SWFWMD Co-Funding Agreement

Tab B Authority FY 2018 and 2023 CIP pages for Partially Treated Water ASR

TAB A
SWFWMD Co-Funding Agreement



An Equal Opportunity Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
WaterMatters.org

Bartow Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Office
7601 U.S. 301 North (Fort King Highway)
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

**Peace River Manasota
Regional Water Supply Authority**

OCT 29 2019

RECEIVED

October 23, 2019

Mark Taylor
Chair, Hernando, Marion

Michelle Williamson
Vice Chair, Hillsborough

Joel Schleicher
Secretary, Charlotte, Sarasota

Kelly S. Rice
Treasurer, Citrus, Lake, Levy,
Sumter

Roger Germann
Hillsborough

James G. Murphy
Polk

Rebecca Smith
Hillsborough, Pinellas

Brian J. Armstrong, P.G.
Executive Director

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

Subject: PRMRWSA Partially Treated Water ASR
Project No. (N854)
Agreement No. 18CF0000854 – First Amendment

Dear Mr. Coates:

Enclosed is one fully executed original of the first amendment to the agreement between the Southwest Florida Water Management District (District) and Peace River/Manasota Regional Water Supply Authority for the subject project.

If you have any questions, please contact me at the Brooksville office, extension 4147 or the Contract Manager, Robert Peterson, at the Brooksville office, extension 4253.

Sincerely,

Georgia S. Hudson

Georgia S. Hudson
Senior Procurement Specialist
Procurement Section
Finance Bureau

Enclosures (2)
cc: Robert Peterson
S. Tarokh, PAB
Records (Contract File)

FIRST AMENDMENT
TO AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
FOR
PRMRWSA PARTIALLY TREATED WATER ASR (N854)

This FIRST AMENDMENT effective upon execution by both parties, by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and the PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY, a regional government agency of the State of Florida, whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, hereinafter referred to as the "COOPERATOR."

WITNESSETH:

WHEREAS, the DISTRICT and the COOPERATOR entered into an agreement effective October 1, 2017, hereinafter referred to as the "Existing Agreement," for site feasibility testing and 30% design of a partially treated water aquifer storage and recovery project located at the Peace River Manasota Regional Water Supply Authority (PRMRWSA) Aquifer Storage Recovery facility; and

WHEREAS, the parties hereto wish to amend the Existing Agreement to modify PROJECT funding, extend the contract period, update contract language applicable to the DISTRICT'S cooperatively funded projects, modify the Project Schedule and Project Budget.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties hereby mutually agree to amend the Existing Agreement as follows:

1. The first paragraph under the Funding Paragraph is hereby amended to decrease the DISTRICT'S funding contribution by \$100,000, by replacing in its entirety with the following:

3. FUNDING.

The parties anticipate that the total cost of the PROJECT, including third party review costs, will be Two Hundred Forty One Thousand Dollars (\$241,000). The DISTRICT agrees to fund PROJECT costs up to Twenty Thousand Five Hundred Dollars (\$20,500), and shall have no obligation to pay any costs beyond this maximum amount. The COOPERATOR agrees to provide all remaining funds necessary for the satisfactory completion of the PROJECT.

2. The Contract Period Paragraph is hereby amended to extend the expiration date of December 31, 2019 to September 30, 2021.

3. New Paragraph 26, Scrutinized Companies, is hereby added as follows:

26. SCRUTINIZED COMPANIES.

Pursuant to Section 287.135, F.S., a company that, at the time of submitting a bid or 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, is ineligible to, 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 in any amount. If the goods or services are in the amount of \$1 million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or be engaged in business operations in Cuba or Syria.

By signing this Agreement, the COOPERATOR certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of this Agreement. The COOPERATOR agrees to notify the DISTRICT if it is placed on any of the applicable lists or engages in any of the prohibited activities during the term of this Agreement. The DISTRICT may immediately terminate this Agreement at its option if the COOPERATOR is found to have submitted a false certification, is placed on any of the applicable lists or engages in any prohibited activities.

4. The Project Schedule section set forth in Exhibit "A" is hereby replaced in its entirety with the following:

PROJECT SCHEDULE

| DESCRIPTION | COMMENCE | COMPLETE |
|---|------------|-----------|
| ASR Cycle Testing, Data Collection & Analysis, Draft and Final Report | 10/01/2017 | 8/16/2018 |
| 30 Percent Design Package | 2/15/2020 | 3/31/2021 |
| Third Party Review | 5/01/2021 | 7/31/2021 |

Additional task deadlines contained in the performance schedules of the consultant contract will be incorporated herein by reference.

5. The Project Budget section set forth in Exhibit "A" is hereby replaced in its entirety with the following:

PROJECT BUDGET

| DESCRIPTION | DISTRICT | COOPERATOR | TOTAL |
|---|-----------------|------------------|------------------|
| ASR Cycle Testing, Data Collection & Analysis, Draft & Final Report | \$5,500 | \$5,500 | \$11,000 |
| 30 Percent Design Package* | \$0 | \$200,000 | \$200,000 |
| Third Party Review | \$15,000 | \$15,000 | \$30,000 |
| TOTAL | \$20,500 | \$220,500 | \$241,000 |

Reimbursement for expenditures of contingency funds is contingent upon DISTRICT approval in accordance with the Funding Paragraph in the Agreement. The COOPERATOR must provide justification for the expenditure that will require

documentation including, but not limited to, the purpose and necessity of the expenditure, the reason the expenditure was not included in the consultant agreement with the COOPERATOR, expenditure cost comparisons and justification of the cost.


*The parties acknowledge that the Florida Department of Environmental Protection funds in the amount of \$200,000 is included under the COOPERATOR'S funding share.

6. The terms, covenants and conditions set forth in the Existing Agreement that have not been specifically amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.

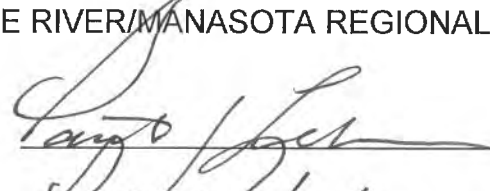
The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this FIRST AMENDMENT on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By:  10/9/2019
Amanda Rice, P.E. Date
Assistant Executive Director

PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY

By:  10/7/2019
Name: Patrick Lebrun Date
Title: Executive Director
Authorized Signatory

BOARD APPROVED

OCT - 2 2019

**Peace River Manasota
Regional Water Supply Authority**

FIRST AMENDMENT
TO AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
FOR
PRMRWSA PARTIALLY TREATED WATER ASR (N854)



An Equal Opportunity Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

WaterMatters.org

Bartow Office

170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Office

6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Office

7601 U.S. 301 North (Fort King Highway)
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

**Peace River Manasota
Regional Water Supply Authority**

MAR 23 2018

RECEIVED

Randall S. Maggard
Chair, Pasco

Jeffrey M. Adams
Vice Chair, Pinellas

Bryan K. Beswick
Secretary, DeSoto, Hardee,
Highlands

Ed Armstrong
Treasurer, Pinellas

H. Paul Senft, Jr.
Former Chair, Polk

Michael A. Babb
Former Chair, Hillsborough

John Henslick
Manatee

James G. Murphy
Polk

Kelly S. Rice
Citrus, Lake, Levy, Sumter

Joel Schleicher
Charlotte, Sarasota

Rebecca Smith
Hillsborough, Pinellas

Mark Taylor
Hernando, Marion

Michelle Williamson
Hillsborough

Brian J. Armstrong, P.G.
Executive Director

March 15, 2018

Mike Coates, P.G., Deputy Director
Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, Florida 34202

Subject: Extension of Task Deadlines for the PRMRWSA Partially Treated Water ASR Project (N854); Agreement No. 18CF0000854

Dear Mr. Coates:

The Peace River Manasota Regional Water Supply Authority (PRMRWSA) entered into a cooperative funding agreement (agreement) with the Southwest Florida Water Management District (District) on February 15, 2018, to complete Work Tasks for the referenced project. The contract effective date was October 1, 2017, and the agreement termination date is December 31, 2019. The scope of work (Project Plan) for this project is described in Exhibit "A" and is divided into tasks to assist in monitoring progress. Each task is assigned commencement and completion dates. If a project task cannot be completed by the scheduled date, Paragraph 1.1 of the agreement gives instructions for revising the schedule.

The PRMRWSA has requested approval to extend the deadline to complete the feasibility pilot study under Task No. 3 of the agreement (Draft and Final Reports). Project delays for Task No. 3 were encountered due to the time required for contract execution.

This is the first modification of the project work task completion deadlines listed in the original agreement. All work task completion dates were amended from the original dates listed in the Exhibit "A" Project Schedule. The original and revised project schedule are tabulated below.

Exhibit "A" Original and Revised Project Schedule

| Work Task Description | Original Completion Date | Current Revision |
|--|--------------------------|------------------|
| Tasks 1, 2 and 3 - ASR Cycle Testing, Data Collection & Analysis, Draft & Final Report | 1/31/2018 | 6/30/2018 |
| Task 4 - 30 Percent Design and Engineering Report | 3/31/2019 | 3/31/2019 |
| Task 5 - Third Party Review | 7/31/2019 | 7/31/2019 |

Mike Coates, P.G., Deputy Director

Subject: Extension of Task Deadlines for the PRMRWSA Partially Treated Water ASR Project (N854);
Agreement No. 18CF0000854

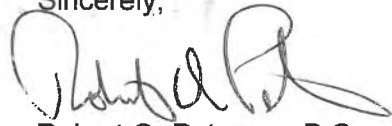
Page 2

March 15, 2018

In accordance with Paragraph 1.1 of the agreement, and as the District's Project Manager, I hereby approve the request from the PRMRWSA dated March 13, 2018, to extend the deadlines for completing Work Task No. 3 listed in Exhibit "A." Please note that the agreement termination date of December 31, 2019 has not been changed. If the project cannot be completed by the agreement termination date, it will be necessary to amend the agreement.


If you have any questions, please contact me at (352) 796-7211, extension 4253.

Sincerely,



Robert O. Peterson, P.G.
Senior Hydrogeologist, Project Manager
Resource Evaluation Section
Water Resources Bureau

Approved by:


J.P. Marchand, P.E., Bureau Chief
Water Resources

ROP:db

cc: Tamera McBride, P.G., Resource Evaluation Manager
N854 Project file



An Equal Opportunity Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
WaterMatters.org

Bartow Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Office
7601 U.S. 301 North (Fort King Highway)
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

Randall S. Maggard
Chair, Pasco

Jeffrey M. Adams
Vice Chair, Pinellas

Bryan K. Beswick
Secretary, DeSoto, Hardee,
Highlands

Ed Armstrong
Treasurer, Pinellas

H. Paul Senft, Jr.
Former Chair, Polk

Michael A. Babb
Former Chair, Hillsborough

John Henslick
Manatee

James G. Murphy
Polk

Kelly S. Rice
Citrus, Lake, Levy, Sumter

Joel Schleicher
Charlotte, Sarasota

Rebecca Smith
Hillsborough, Pinellas

Mark Taylor
Hernando, Marion

Michelle Williamson
Hillsborough

Brian J. Armstrong, P.G.
Executive Director

February 19, 2018

Mike Coates
Peace River/Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakeland, Florida 34202

Subject: PRMRWSA Partially Treated Water ASR
Project No. (N854)
Agreement No. 18CF0000854

Dear Mr. Coates:

Enclosed is one fully executed original of the agreement between the Southwest Florida Water Management District (District) and Peace River/Manasota Regional Water Supply Authority for the subject project.

Please accept this letter as your written Notice to Proceed.

If you have any questions, please contact me at the Brooksville office, extension 4147 or the Contract Manager, Robert Peterson, at the Brooksville office, extension 4253.

Sincerely,

Georgia S. Hudson

Georgia S. Hudson
Procurement Specialist 2
Procurement Section
Finance Bureau

**Peace River Manasota
Regional Water Supply Authority**

Enclosures (2)
cc: Robert Peterson
S. Tarokh, PAB
Records (Contract File)

FEB 22 2018

RECEIVED

COOPERATIVE FUNDING AGREEMENT (TYPE 3)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
FOR
PRMRWSA PARTIALLY TREATED WATER ASR (N854)

THIS COOPERATIVE FUNDING AGREEMENT (Agreement) is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and the PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY, a regional governmental agency of the State of Florida, whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, hereinafter referred to as the "COOPERATOR."

WITNESSETH:

WHEREAS, the COOPERATOR proposed a project to the DISTRICT for funding consideration under the DISTRICT'S cooperative funding program; and

WHEREAS, the project consists of site feasibility testing and 30% design of a partially treated water aquifer storage and recovery project located at the Peace River Manasota Regional Water Supply Authority (PRMRWSA) Aquifer Storage and Recovery facility, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DISTRICT considers the resource benefits to be achieved by the PROJECT worthwhile and desires to assist the COOPERATOR in funding the PROJECT; and

WHEREAS, the parties desire to share in the cost of a third party review performed on the 30% Design Package.

NOW THEREFORE, the DISTRICT and the COOPERATOR, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. PROJECT CONTACTS AND NOTICES.

Each party hereby designates the individual set forth below as its prime contact for matters relating to this Agreement. Notices and reports shall be sent to the attention of each party's prime contact as set forth herein by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth below. Notice is effective upon receipt.

The remainder of this page intentionally left blank.

Contract Manager for the DISTRICT:
Robert Peterson
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604

Project Manager for the COOPERATOR:
Mike Coates
Peace River/Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, Florida 34202

Any changes to the above representatives or addresses must be provided to the other party in writing.

- 1.1 The Contract and Project Managers are authorized to approve requests to extend a PROJECT task deadline set forth in this Agreement. Such approval must be in writing, explain the reason for the extension and be signed in accordance with each party's signature authority. The Contract and Project Managers are not authorized to approve any time extension which will result in an increased cost or which will exceed the expiration date set forth in this Agreement.
- 1.2 The Contract and Project Managers are authorized to adjust a line item amount of the Project Budget contained in the Project Plan, or, if applicable, the refined budget as set forth in Subparagraph 4 of the Funding Paragraph. The authorization must be in writing, explain the reason for the adjustment, and be signed in accordance with each party's signature authority. The Contract and Project Managers are not authorized to make changes to the Scope of Work and are not authorized to approve any increase in the amounts set forth in the funding section of this Agreement.

2. SCOPE OF WORK.

Upon receipt of written notice to proceed from the DISTRICT, the COOPERATOR shall perform the services necessary to complete the PROJECT in accordance with the COOPERATOR'S Project Plan. Any changes to this Agreement, except as provided herein, must be mutually agreed to in a formal written amendment approved by the DISTRICT and the COOPERATOR prior to being performed by the COOPERATOR. The COOPERATOR shall be solely responsible for managing and controlling the PROJECT, including the hiring and supervising of any consultants or contractors it engages.

- 2.1 The parties agree that time is of the essence in the performance of each obligation under this Agreement.
- 2.2 The parties acknowledge that the PROJECT is a feasibility study. The parties recognize that during the course of study, alternatives may be determined to not be feasible due to cost, water quality, permitability, supply availability, or other pertinent considerations. The COOPERATOR shall cease work on alternatives determined to not be feasible. The COOPERATOR may request reallocating funds

to another alternative in accordance with Subparagraph 2 of the Project Contacts and Notices Paragraph of this Agreement. The approval of such request for reallocation of funds shall be in the DISTRICT'S sole discretion.

3. FUNDING.

The parties anticipate that the total cost of the PROJECT, including third party review costs, will be Two Hundred Forty One Thousand Dollars (\$241,000). The DISTRICT agrees to fund PROJECT costs up to One Hundred Twenty Thousand Five Hundred Dollars (\$120,500), and shall have no obligation to pay any costs beyond this maximum amount. The COOPERATOR agrees to provide all remaining funds necessary for the satisfactory completion of the PROJECT.

- 3.1 The DISTRICT'S performance and payment pursuant to this Agreement are contingent upon the DISTRICT'S Governing Board appropriating funds in its approved budget for the PROJECT in each fiscal year of this Agreement. The COOPERATOR'S payment of any financial obligation under this Agreement is subject to appropriation by the COOPERATOR'S Board of legally available funds.
- 3.2 The COOPERATOR shall pay PROJECT costs prior to requesting reimbursement from the DISTRICT. The DISTRICT shall reimburse the COOPERATOR for the DISTRICT'S share of allowable PROJECT costs in accordance with the Project Budget contained in the Project Plan. Reimbursement for expenditures of contingency funds is contingent upon approval by the DISTRICT. If a reimbursement request includes the expenditure of contingency funds, the COOPERATOR shall provide sufficient documentation to the DISTRICT to explain the basis of the expense. The DISTRICT shall not reimburse the COOPERATOR for any contingency funds that the DISTRICT determines, in its sole discretion, to be in excess of what was reasonably necessary to complete the PROJECT. The DISTRICT shall reimburse the COOPERATOR for fifty percent (50%) of all allowable costs in each DISTRICT approved invoice received from the COOPERATOR, but at no point in time shall the DISTRICT'S expenditure amounts under this Agreement exceed expenditures made by the COOPERATOR.
- 3.3 Unless otherwise stated in this Agreement, any federal, state, local or grant monies received by the COOPERATOR for this PROJECT shall be applied to equally reduce each party's share of PROJECT costs. The COOPERATOR shall provide the DISTRICT with written documentation detailing its allocation of any such funds appropriated for this PROJECT. This Subparagraph shall survive the expiration or termination of this Agreement.
- 3.4 The COOPERATOR may contract with consultant(s), contractor(s) or both to accomplish the PROJECT. The COOPERATOR must obtain the DISTRICT'S written approval prior to posting solicitations for consultants or contractors and prior to entering into agreements with consultants or contractors to ensure that costs to be reimbursed by the DISTRICT under those agreements are reasonable and allowable under this Agreement. The DISTRICT shall provide a written response to the COOPERATOR within fifteen (15) business days of receipt of the solicitation or agreement. Upon written DISTRICT approval, the budget amounts for the work

set forth in such contract(s) shall refine the amounts set forth in the Project Budget and be incorporated herein by reference. The DISTRICT shall not reimburse the COOPERATOR for costs incurred under consultant and contractor agreements until the DISTRICT approvals required under this provision have been obtained.

- 3.5 Payment shall be made to the COOPERATOR within forty-five (45) days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes. Invoices shall be submitted to the DISTRICT every two (2) months electronically at invoices@WaterMatters.org, or at the following address:

Accounts Payable Section
Southwest Florida Water Management District
Post Office Box 15436
Brooksville, Florida 34604-5436

The above-referenced payment due date shall not apply to that portion of an invoice that includes contingency expenses. The DISTRICT agrees to reimburse the COOPERATOR for contingency expenses within a reasonable time to accommodate the process provided for in Subparagraph 2 of this Funding Paragraph.

In addition to sending an original invoice to the DISTRICT'S Accounts Payable Section as required above, copies of invoices may also be submitted to the DISTRICT'S Contract Manager in order to expedite the review process. Failure of the COOPERATOR to submit invoices to the DISTRICT in the manner provided herein shall relieve the DISTRICT of its obligation to pay within the aforementioned timeframe.

The DISTRICT makes payments electronically through the Automated Clearing House (ACH) process. The COOPERATOR agrees to complete the DISTRICT'S *Vendor Registration Form and Vendor Electronic Payment Authorization Form* to enable payments to be sent to COOPERATOR electronically. The forms may be downloaded from the DISTRICT'S website at www.watermatters.org under Business & Finance – Contracts and Procurement. Any questions regarding electronic payments may be directed to the DISTRICT'S Accounts Payable Lead at 352-796-7211, extension 4108.

- 3.6 The parties acknowledge that the PROJECT was approved for funding by the DISTRICT based upon the resource benefits expected to be achieved by the PROJECT (the "Measurable Benefit"). The parties also acknowledge that the COOPERATOR is solely responsible for implementing the PROJECT in such a manner that the expected resource benefits are achieved. If at any point during the progression of the PROJECT the DISTRICT determines that it is likely that the Measurable Benefit as set forth in the Project Plan will not be achieved, the DISTRICT shall provide the COOPERATOR with fifteen (15) days advance written notice that the DISTRICT shall withhold payments to the COOPERATOR until such time as the COOPERATOR demonstrates that the PROJECT shall achieve the required resource benefits, to provide the COOPERATOR with an opportunity to cure the deficiencies.

- 3.7 Notwithstanding the DISTRICT'S reimbursement obligation set forth in Subparagraph 2 of this Funding Paragraph, the DISTRICT shall withhold reimbursement of the site feasibility testing and 30% design costs in an amount equivalent to half the cost for the third party review that will be performed by the DISTRICT'S consultant.
- 3.8 Any travel expenses which may be authorized under this Agreement shall be paid in accordance with Section 112.061, Florida Statutes (F.S.), as may be amended from time to time. The DISTRICT shall not reimburse the COOPERATOR for any purpose not specifically identified in the Scope of Work Paragraph. Surcharges added to third party invoices are not considered an allowable cost under this Agreement. Costs associated with in-kind services provided by the COOPERATOR are not reimbursable by the DISTRICT and may not be included in the COOPERATOR'S share of funding contributions under this Agreement.
- 3.9 Each COOPERATOR invoice must include the following certification, and the COOPERATOR hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:
- "I hereby certify that the costs requested for reimbursement and the COOPERATOR'S matching funds, as represented in this invoice, are directly related to the performance under the PRMRWSA Partially Treated Water ASR (N854) agreement between the Southwest Florida Water Management District and the Peace River/Manasota Regional Water Supply Authority (Agreement No. 18CF0000854), are allowable, allocable, properly documented, and are in accordance with the approved Project Budget. This invoice includes \$__ of contingency expenses. The COOPERATOR has been allocated a total of \$__ in federal, state, local or grant monies for this PROJECT (not including DISTRICT funds) and \$__ has been allocated to this invoice, reducing the DISTRICT'S and COOPERATOR'S share to \$__ / \$__ respectively."
- 3.10 In the event any dispute or disagreement arises during the course of the PROJECT, including whether expenses are reimbursable under this Agreement, the COOPERATOR will continue to perform the PROJECT work in accordance with the Project Plan. The COOPERATOR is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the DISTRICT'S Contract Manager no later than ten (10) days after the precipitating event. If not resolved by the Contract Manager, in consultation with his or her Bureau Chief, within ten (10) days of receipt of notice, the dispute will be forwarded to the DISTRICT'S Assistant Executive Director. The DISTRICT'S Assistant Executive Director in consultation with the DISTRICT'S Office of General Counsel will issue the DISTRICT'S final determination. The COOPERATOR'S continuation of the PROJECT work as required under this provision shall not constitute a waiver of any legal remedy available to the COOPERATOR concerning the dispute.

4. COMPLETION DATES.

The COOPERATOR shall commence and complete the PROJECT and meet the task deadlines in accordance with the project schedule set forth in the Project Plan, including any extensions of time provided by the DISTRICT in accordance with Subparagraph 1 of the Project Contacts and Notices Paragraph. The DISTRICT shall commence and complete the third party review in accordance with the Project Schedule set forth in the Project Plan, including any extensions of time provided by the COOPERATOR. In the event of hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of either party, the performing party's obligations to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. When the performing party is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the other party written notice to that effect and shall resume performance no later than two (2) working days after the notice is delivered. The suspension of the parties' obligations provided for in this provision shall be the performing party's sole remedy for the delays set forth herein.

5. REPAYMENT.

- 5.1 The COOPERATOR shall repay the DISTRICT all funds the DISTRICT paid to the COOPERATOR under this Agreement, if: a) the COOPERATOR fails to complete the PROJECT in accordance with the terms and conditions of this Agreement, including failing to meet the Measurable Benefit as it may be modified in accordance with Subparagraph 2 of the Scope of Work Paragraph; b) the DISTRICT determines, in its sole discretion and judgment, that the COOPERATOR has failed to maintain scheduled progress of the PROJECT thereby endangering the timely performance of this Agreement; c) the COOPERATOR fails to appropriate sufficient funds to meet the task deadlines, unless extended in accordance with Subparagraph 1 of the Project Contacts and Notices Paragraph; or d) a provision or provisions of this Agreement setting forth the requirements or expectations of a Measurable Benefit resulting from the PROJECT is held to be invalid, illegal or unenforceable during the term of this Agreement. Should any of the above conditions exist that require the COOPERATOR to repay the DISTRICT, this Agreement shall terminate in accordance with the procedure set forth in the Default Paragraph.
- 5.2 Notwithstanding the above, the parties acknowledge that if the PROJECT fails to meet the Measurable Benefit specified in this Agreement, the COOPERATOR may request the DISTRICT Governing Board to waive the repayment obligation, in whole or in part.
- 5.3 In the event the COOPERATOR is obligated to repay the DISTRICT under any provision of this Agreement, the COOPERATOR shall repay the DISTRICT within a reasonable time, as determined by the DISTRICT in its sole discretion.

5.4 The COOPERATOR shall pay attorneys' fees and costs incurred by the DISTRICT, including appeals, as a result of the COOPERATOR'S failure to repay the DISTRICT as required by this Agreement.

5.5 This Repayment Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

6. CONTRACT PERIOD.

This Agreement shall be effective October 1, 2017 and shall remain in effect through December 31, 2019, or upon satisfactory completion of the PROJECT and subsequent reimbursement to the COOPERATOR, whichever occurs first, unless amended in writing by the parties. The COOPERATOR shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date of this Agreement.

7. PROJECT RECORDS AND DOCUMENTS.

Upon request by the DISTRICT, the COOPERATOR shall permit the DISTRICT to examine or audit all PROJECT related records and documents during or following completion of the PROJECT at no cost to the DISTRICT. Payments made to the COOPERATOR under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by either party, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. Each party shall maintain all such records and documents for at least three (3) years following completion of the PROJECT. Each party shall allow public access to PROJECT documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, F.S. Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party. This Paragraph shall survive the expiration or termination of this Agreement.

8. OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS.

All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Agreement with DISTRICT funds or developed in connection with this Agreement shall be and shall remain the property of the DISTRICT and the COOPERATOR, jointly. Notwithstanding the above, all reclaimed water infrastructure shall be and shall remain the sole property of the COOPERATOR. This Paragraph shall survive the expiration or termination of this Agreement.

9. REPORTS.

9.1 The COOPERATOR shall provide the DISTRICT with a quarterly report describing the progress of the PROJECT tasks, adherence to the performance schedule and any developments affecting the PROJECT. The COOPERATOR shall promptly advise the DISTRICT of issues that arise that may impact the successful and timely completion of the PROJECT. Quarterly reports shall be submitted to the

DISTRICT'S Contract Manager no later than forty-five (45) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31.

- 9.2 Upon request by the DISTRICT, the COOPERATOR shall provide the DISTRICT with copies of all data, reports, models, studies, maps or other documents resulting from the PROJECT. Additionally, one (1) set, electronic and hardcopy, of any final reports must be submitted to the DISTRICT as Record and Library copies. This Subparagraph shall survive the expiration or termination of this Agreement.
- 9.3 The COOPERATOR shall provide the DISTRICT with the 30% Design Package in accordance with the requirements set forth in the Project Plan.
- 9.4 The COOPERATOR shall provide the DISTRICT with each deliverable set forth in the Project Plan for review by the DISTRICT, including any supporting documentation. The DISTRICT shall provide a written response to the COOPERATOR and the COOPERATOR shall respond to the DISTRICT'S questions and concerns within the timeframes set forth in the Project Plan.
- 9.5 The COOPERATOR shall provide the data, reports and documents referenced in this provision at no cost to the DISTRICT.

10. RISK, LIABILITY, AND INDEMNITY.

- 10.1 To the extent permitted by Florida law, the COOPERATOR assumes all risks relating to the PROJECT and agrees to be solely liable for, and to indemnify and hold the DISTRICT harmless from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the design, construction, operation, maintenance or implementation of the PROJECT; provided, however, that the COOPERATOR shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the DISTRICT'S officers, employees, contractors and agents. The acceptance of the DISTRICT'S funding by the COOPERATOR does not in any way constitute an agency relationship between the DISTRICT and the COOPERATOR.
- 10.2 The COOPERATOR agrees to indemnify and hold the DISTRICT harmless, to the extent allowed under Section 768.28, F.S., from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the negligent acts or omissions of the COOPERATOR'S officers, employees, contractors and agents related to its performance under this Agreement.
- 10.3 This Risk, Liability, and Indemnity Paragraph, including all subparagraphs, shall not be construed as a waiver of the COOPERATOR'S sovereign immunity or an extension of COOPERATOR'S liability beyond the limits established in Section 768.28, F.S. Additionally, this Risk, Liability, and Indemnity Paragraph, including all subparagraphs, will not be construed to impose contractual liability on the COOPERATOR for underlying tort claims as described above beyond the limits

specified in Section 768.28, F.S., nor be construed as consent by the COOPERATOR to be sued by third parties in any manner arising out of this Agreement.

10.4 Nothing in this Agreement shall be interpreted as a waiver of the DISTRICT'S sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the DISTRICT to be sued by third parties in any manner arising out of this Agreement.

10.5 This Risk, Liability, and Indemnity Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

11. DEFAULT.

Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, including the failure to meet task deadlines established in this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. If a default cannot reasonably be cured in thirty (30) days, then the thirty (30) days may be extended at the non-defaulting party's discretion, if the defaulting party is pursuing a cure of the default with reasonable diligence. The rights and remedies in this Paragraph are in addition to any other rights and remedies provided by law or this Agreement.

12. RELEASE OF INFORMATION.

The parties agree not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing notices or copies to the other party no later than three (3) business days prior to the interview or press release. This Paragraph shall not be construed as preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, F.S.

13. DISTRICT RECOGNITION.

The COOPERATOR shall recognize DISTRICT funding in any reports, models, studies, maps or other documents resulting from this Agreement, and the form of said recognition shall be subject to DISTRICT approval. If construction is involved, the COOPERATOR shall provide signage at the PROJECT site that recognizes funding for this PROJECT provided by the DISTRICT. All signage must meet with DISTRICT written approval as to form, content and location, and must be in accordance with local sign ordinances.

14. PERMITS AND REAL PROPERTY RIGHTS.

The COOPERATOR shall obtain all permits, local government approvals and all real property rights necessary to complete the PROJECT prior to commencing any

construction involved in the PROJECT. The DISTRICT shall have no obligation to reimburse the COOPERATOR for any costs under this Agreement until the COOPERATOR has obtained all permits, approvals, and property rights necessary to accomplish the objectives of the PROJECT. In the event a permit, approval or property right is obtained but is subsequently subject to a legal challenge that results in an unreasonable delay or cancellation of the PROJECT as determined by the DISTRICT in its sole discretion, the COOPERATOR shall repay the DISTRICT all monies contributed to the PROJECT. This Paragraph shall survive the expiration or termination of this Agreement.

15. LAW COMPLIANCE.

The COOPERATOR shall comply with all applicable federal, state and local laws, rules, regulations and guidelines, including those of the DISTRICT, related to performance under this Agreement. If the PROJECT involves design services, the COOPERATOR'S professional designers and the DISTRICT'S regulation and projects staff shall meet regularly during the PROJECT design to discuss ways of ensuring that the final design for the proposed PROJECT technically complies with all applicable DISTRICT rules and regulations. However, the DISTRICT undertakes no duty to ensure compliance with such rules and regulations.

16. DIVERSITY IN CONTRACTING AND SUBCONTRACTING.

The DISTRICT is committed to supplier diversity in the performance of all contracts associated with DISTRICT cooperative funding projects. The DISTRICT requires the COOPERATOR to make good faith efforts to encourage the participation of minority owned and woman owned and small business enterprises, both as prime contractors and subcontractors, in the performance of this Agreement, in accordance with applicable laws.

16.1 If requested, the DISTRICT shall assist the COOPERATOR by sharing information to help the COOPERATOR in ensuring that minority owned and woman owned and small businesses are afforded an opportunity to participate in the performance of this Agreement.

16.2 The COOPERATOR agrees to provide the DISTRICT with a report indicating all contractors and subcontractors who performed work in association with the PROJECT, the amount spent with each contractor or subcontractor, and to the extent such information is known, whether each contractor or subcontractor was a minority owned or woman owned or small business enterprise. If no minority owned or woman owned or small business enterprises were used in the performance of this Agreement, then the report shall so indicate. The Minority/Women Owned and Small Business Utilization Report form is attached as an exhibit. The report is required upon final completion of the PROJECT prior to final payment, or within thirty (30) days of the execution of any amendment that increases PROJECT funding, for information up to the date of the amendment and prior to the disbursement of any additional funds by the DISTRICT.

17. ASSIGNMENT.

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the PROJECT, without the prior written consent of the other party. Any attempted assignment in violation of this provision is void. This Paragraph shall survive the expiration or termination of this Agreement.

18. CONTRACTORS.

Nothing in this Agreement shall be construed to create, or be implied to create, any relationship between the DISTRICT and any consultant or contractor of the COOPERATOR.

19. THIRD PARTY BENEFICIARIES.

Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

20. LOBBYING PROHIBITION.

Pursuant to Section 216.347, F.S., the COOPERATOR is prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

21. PUBLIC ENTITY CRIMES.

Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. The COOPERATOR agrees to include this provision in all contracts issued as a result of this Agreement.

22. GOVERNING LAW.

This Agreement is governed by Florida law and venue for resolving disputes under this Agreement shall be exclusively in Hernando County, Florida. This Paragraph shall survive the expiration or termination of this Agreement.

23. SEVERABILITY.

If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Notwithstanding the above, if a provision or provisions of this Agreement setting forth the requirements or expectations of a Measurable Benefit resulting from the PROJECT is held to be invalid, illegal or unenforceable during the term of this Agreement, this Agreement shall terminate in accordance with Subparagraph 1 of the Repayment Paragraph. This Paragraph shall survive the expiration or termination of this Agreement.

24. ENTIRE AGREEMENT.

This Agreement and the attached exhibit(s) listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.

25. DOCUMENTS.

The following document(s) is/are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "A," and then to Exhibit "B".

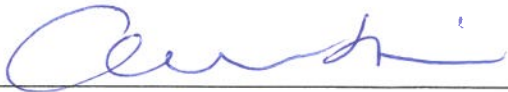
Exhibit "A" Project Plan

Exhibit "B" Minority/Women Owned and Small Business Utilization Report Form

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By:  2/15/2018
Amanda Rice, P.E. Date
Assistant Executive Director

PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY

By:  2/15/2018
Patrick J. Lehman, P.E. Date
Executive Director

BOARD APPROVED

FEB - 2 2018

**Peace River Manasota
Regional Water Supply Authority**

COOPERATIVE FUNDING AGREEMENT (TYPE 3)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
FOR
PRMRWSA PARTIALLY TREATED WATER ASR (N854)

EXHIBIT "A" PROJECT PLAN

PROJECT DESCRIPTION

The PROJECT consists of site feasibility testing and 30% Design Package of a partially treated water aquifer storage and recovery PROJECT located at the Peace River Manasota Regional Water Supply Authority (PRMRWSA) ASR facility (see Figure 1). Feasibility pilot testing will be implemented using partially treated surface water pumped from Reservoir No. 1 to recharge the Upper Floridan aquifer at two existing ASR wells and subsequently delivered back to the raw water reservoir system. As this proposed project has a conceptual construction estimate greater than \$5 million dollars, the FY18 funding request is to complete testing, 30% design and third party review, which will provide the necessary information to support funding in future years to complete design, permitting, and construction. If this proposed project is constructed, it will increase the PRMRWSA system drinking water supply capacity and reliability at the current facility by 3 mgd and will potentially improve water levels in the Southern Water Use Caution Area.

MEASURABLE BENEFIT

Completion of the site feasibility testing and 30% Design Package.

PROJECT TASKS

The COOPERATOR shall provide the draft and final pilot study completion reports and 30% Design Package as defined below in Task No. 4 to the DISTRICT. The DISTRICT will be responsible for contracting with a consultant to perform a third party review of the 30% Design Package.

1. ASR CYCLE TESTING – Up to three ASR cycle tests shall be performed at two existing ASR wells in accordance with FDEP Permit 0136595-014-UO/5Q Modification Request dated August 2016 (FDEP Permit).
2. DATA COLLECTION AND ANALYSIS – Water-quality sampling conducted by the COOPERATOR shall be performed in accordance with the FDEP approved PRMRWSA WF2 Partially Treated Surface Water Pilot Test Demonstration and Proposed Monitoring Plan. Water quality constituents such as total coliform, color, arsenic, aluminum, dissolved oxygen, specific conductance, turbidity, pH, and temperature, as specified in the FDEP Permit, will be monitored to determine how injected water travels through and resides within the formation with the cycle testing operation schedules specified in the FDEP Permit. Data collection and analysis shall evaluate water quality in surrounding monitor wells and ASR wells to examine the time and distance required for attenuation of coliform (or any other exceeded primary or secondary drinking water standard) in the aquifer, and to evaluate geochemical responses in the aquifer resulting from using partially treated surface water as the ASR source water.
3. DRAFT AND FINAL REPORT – The COOPERATOR shall prepare draft and final feasibility pilot study completion reports that include an executive summary, descriptions of work completed, conclusions, and recommendations. Specifically, the report shall include descriptions of the following: the temporary testing system; testing methodologies; data

collection and analysis results; analytical assessment results; calculations; field assessments; hydrogeologic/geotechnical work; conclusions; and ASR system modification recommendations to implement a successful program to use Partially Treated Surface Water as an ASR water source. The report shall identify, evaluate, and recommend management options/alternatives that will support the objectives of the PROJECT. Upon the DISTRICT'S review and verification, the COOPERATOR shall prepare and submit a final report.

4. 30 PERCENT DESIGN PACKAGE – The COOPERATOR shall complete design drawings to the 30% design level, and provide the Basis of Design report that includes the measurable benefits calculations and methodology, estimate of construction cost and performance schedule (30% Design Package), and shall include sufficient information for the third party review, such as:

- Project scope and objective
- Project site assessment (analysis of engineering and environmental issues and constraints) including documentation that proposed project development is consistent with local zoning, or other applicable development requirements and regulations
- Required property acquisitions identified and illustrated on a separate site plan
- Site surveys and geotechnical investigation reports
- Groundwater conditions
- Existing utilities assessment and coordination
- Design alternatives feasibility analysis
- Preliminary hydraulic profile and hydraulic design criteria
- Preliminary hydrologic and hydraulic analysis for design basis and support
- Earthwork analysis (balanced project or need for fill or haul of excess material)
- Design recommendations, construction cost estimates, assessment of project budget adequacy
- Permitting requirements (Agencies listed and type of permit(s) required); key permitting issues
- Preliminary site layout showing property boundary, general arrangement of facilities on the site
- Identify major construction methodology and cross-sectional features
- Rights-of way and permits approvals/acquisitions schedule
- Project benefit/cost analysis

The COOPERATOR will hold a design review meeting of the 30% design phase and will provide a formal evaluation. Minutes of any meetings will be prepared and circulated to attendees.

5. THIRD PARTY REVIEW – A third party review of the 30% Design Package shall be implemented by the DISTRICT. The DISTRICT will select and contract with an independent consultant that is not a member of the COOPERATOR'S design team.

The COOPERATOR will ensure that its consultant fully cooperates in making all pertinent and appropriate PROJECT documents available to the DISTRICT'S third party review consultant in a timely manner.

COOPERATOR DELIVERABLES

1. Quarterly status reports
2. Minutes of kick-off, pre-application and progress meetings
3. Draft and final pilot study completion reports
4. 30% Design Package
5. Estimate of proposed construction cost at 30% design
6. Project benefit/cost analysis
7. Copy of contract with consultant (for cost approval, prior to execution)
8. Copy of executed contract with consultant
9. Minority/Women Owned and Small Business Utilization Report

DISTRICT DELIVERABLES

1. Third party review report

DELIVERABLE REVIEW TIMES

The DISTRICT shall provide a written response to the COOPERATOR within twenty (20) business days of receipt of each deliverable specified below including supporting documentation. The COOPERATOR shall respond to the DISTRICT'S questions and concerns with twenty (20) business days of receipt by the COOPERATOR.

- Draft and final pilot study completion reports
- 30% Design Package
- Estimate of proposed construction cost at 30% design
- Project benefit/cost analysis

PROJECT SCHEDULE

| DESCRIPTION | COMMENCE | COMPLETE |
|---|-----------|-----------|
| ASR Cycle Testing, Data Collection & Analysis, Draft & Final Report | 10/1/2017 | 1/31/2018 |
| 30 Percent Design Package | 8/1/2018 | 3/31/2019 |
| Third Party Review | 4/1/2019 | 7/31/2019 |

Additional task deadlines contained in the performance schedules of the consultant contract will be incorporated herein by reference.

PROJECT BUDGET

| DESCRIPTION | DISTRICT | COOPERATOR | TOTAL |
|---|------------------|------------------|------------------|
| ASR Cycle Testing, Data Collection & Analysis, Draft & Final Report | \$5,500 | \$5,500 | \$11,000 |
| 30 Percent Design Package | \$100,000 | \$100,000 | \$200,000 |
| Third Party Review | \$15,000 | \$15,000 | \$30,000 |
| TOTAL | \$120,500 | \$120,500 | \$241,000 |

Reimbursement for expenditures of contingency funds is contingent upon DISTRICT approval in accordance with the Funding Paragraph in the Agreement. The COOPERATOR must provide justification for the expenditure that will require documentation including, but not limited to, the purpose and necessity of the expenditure, the reason the expenditure was not included in the consultant agreement with the COOPERATOR, expenditure cost comparisons and justification of the cost.

FIGURE 1



FIGURE 1



EXHIBIT "B"
MINORITY/WOMEN OWNED AND SMALL BUSINESS UTILIZATION REPORT

Projects receiving \$100,000 or more in cooperative funding from the Southwest Florida Water Management District require the submission of the following information within 30 days of any amendment increasing project funding and with the final invoice. Questions regarding use of this form should be directed to Contracts Administration, Phone (352) 796-7211 ext. 4132.

| | | | | | | | | | | | | | | |
|---|-------------------|---|---|------------------|-------------------|-------------------------|-----------------|-------------------|------------------|-------------------|-------------------------|-----------------|----------------|--|
| COOPERATOR: _____ AGREEMENT NO.: _____ PROJECT NAME: _____ TOTAL PROJECT COST: _____ | | INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED* | | | | | | | | | | | | |
| | | BUSINESS CLASSIFICATION | | CERTIFIED MBE | | | | NON-CERTIFIED MBE | | | | UNKNOWN | | |
| | | NON-MINORITY | SMALL BUSINESS Section 288.703(1) F.S. | AFRICAN AMERICAN | HISPANIC AMERICAN | ASIAN/HAWAIIAN AMERICAN | NATIVE AMERICAN | AMERICAN WOMAN | AFRICAN AMERICAN | HISPANIC AMERICAN | ASIAN/HAWAIIAN AMERICAN | NATIVE AMERICAN | AMERICAN WOMAN | |
| NAMES OF CONTRACTORS AND SUBCONTRACTORS UTILIZED | TOTAL AMOUNT PAID | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |

* Our organization does not collect minority status data.

Signature _____ Date _____ Print Name and Title _____

TAB B
Authority FY 2018 and 2023 CIP pages
for Partially Treated Water ASR



2023
Capital Improvement Plan/Capital Needs Assessment
Project Description Sheet

Partially Treated Surface Water ASR
Shorthand Identifier: A1

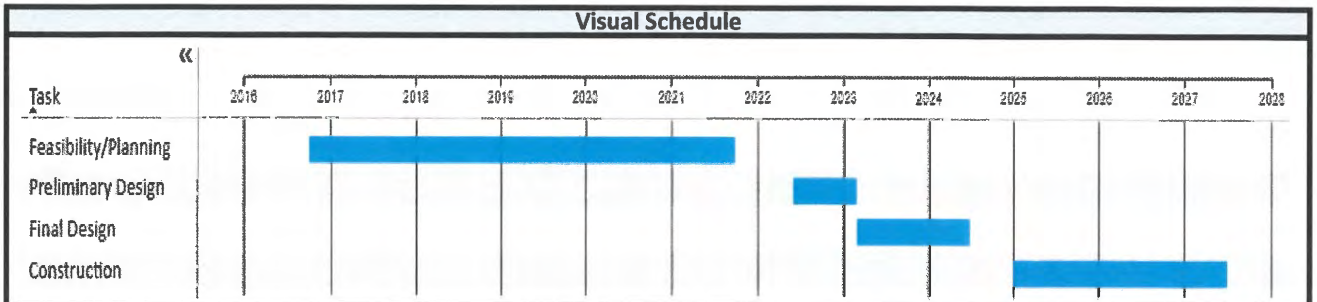
| Project Type | Project Description |
|--|--|
| <input type="checkbox"/> Water Supply <input type="checkbox"/> Transmission <input checked="" type="checkbox"/> SystemWide Benefit <input type="checkbox"/> Other | <p>The partially treated surface water ASR project consists of pilot testing, permitting,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

Project Location or Concept Sketch

FIGURE 9
WF2 Site Plan
CH22HW-BLL

| Project Schedule & Costs | | | | | | |
|-------------------------------------|------------|----------|----------------------|---------------------|---------------------|---------------------|
| Project Stage | Start Date | End Date | Estimated Cost | Sources of Funding | | |
| | | | | Authority Funds | SWFWMD Grant | State/Other |
| Feasibility/Planning | Oct-16 | Sep-21 | \$ 225,000 | \$ 225,000 | \$ - | \$ - |
| Preliminary Design | Jun-22 | Feb-23 | \$ 500,000 | \$ - | \$ - | \$ 500,000 |
| Land Acquisition | | | \$ - | \$ - | \$ - | \$ - |
| Final Design | Mar-23 | Jun-24 | \$ 1,800,000 | \$ 650,000 | \$ 650,000 | \$ 500,000 |
| Mitigation | | | \$ - | \$ - | \$ - | \$ - |
| Construction | Jan-25 | Jun-27 | \$ 16,000,000 | \$ 8,000,000 | \$ 8,000,000 | \$ - |
| Total Costs | | | \$ 18,525,000 | \$ 8,875,000 | \$ 8,650,000 | \$ 1,000,000 |

Construction Costs include Consultant Engineers oversight



PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 5, 2022

REGULAR AGENDA
ITEM 1

Water Supply Conditions

Presenter - Richard Anderson, Director of Operations

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

Water Supply Conditions at the Peace River Facility as of September 18, 2022.

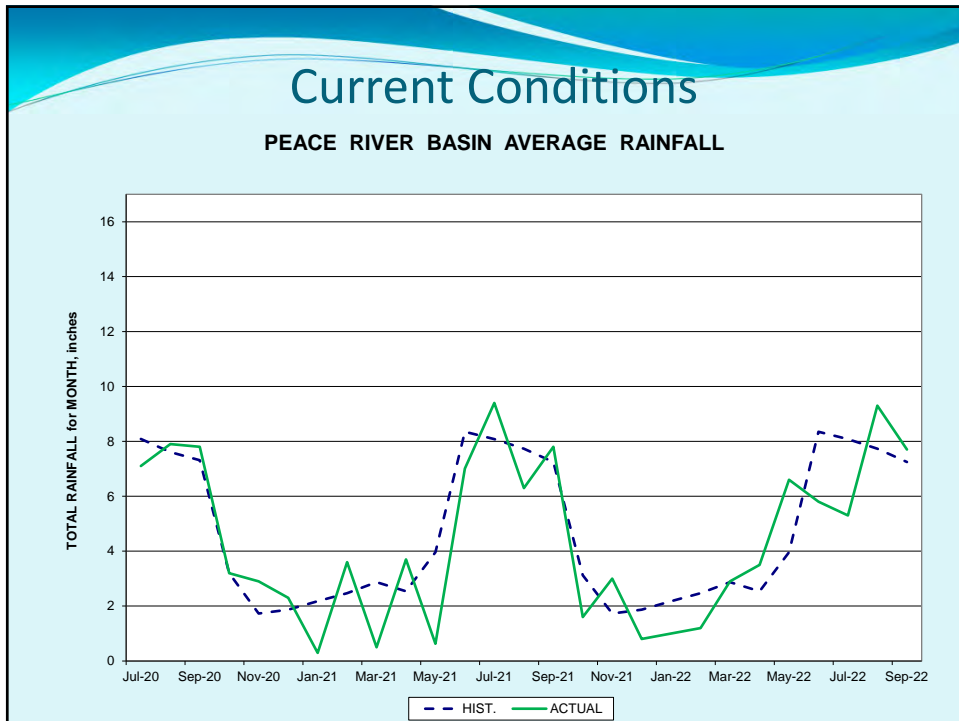
- Water Supply Quantity: Excellent
- Treated Water Quality: Excellent

| | |
|-----------------------------|----------------|
| September Water Demand | 26.1 MGD |
| September River Withdrawals | 25.8 MGD |
| <u>Storage Volume:</u> | |
| Reservoirs | 6.46 BG |
| ASR | <u>8.23 BG</u> |
| Total | 14.69 BG |

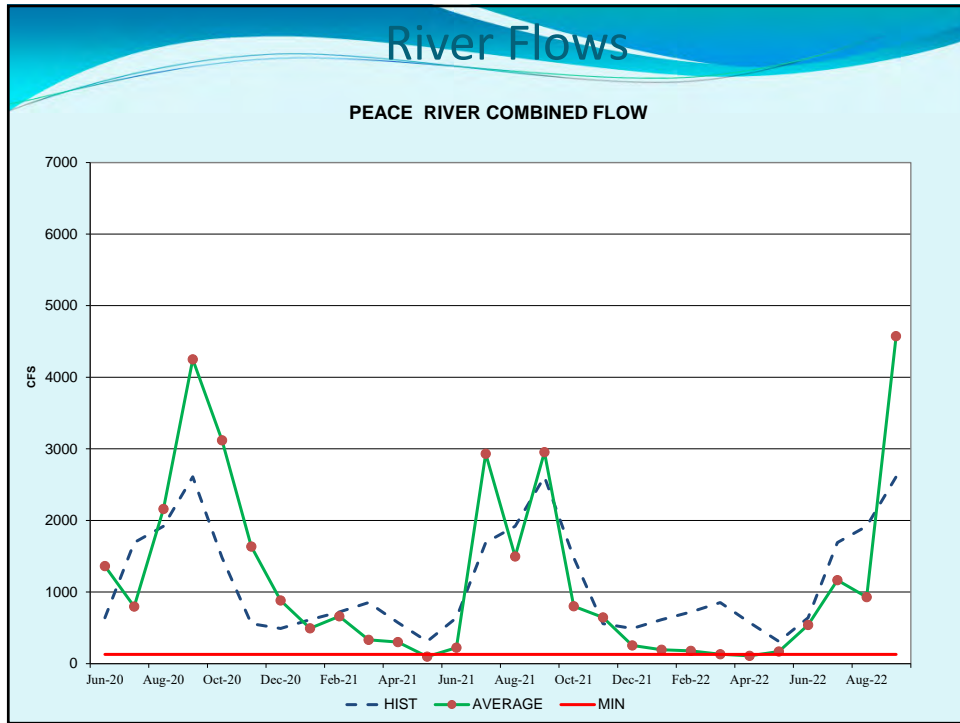
Attachments:
Presentation Materials



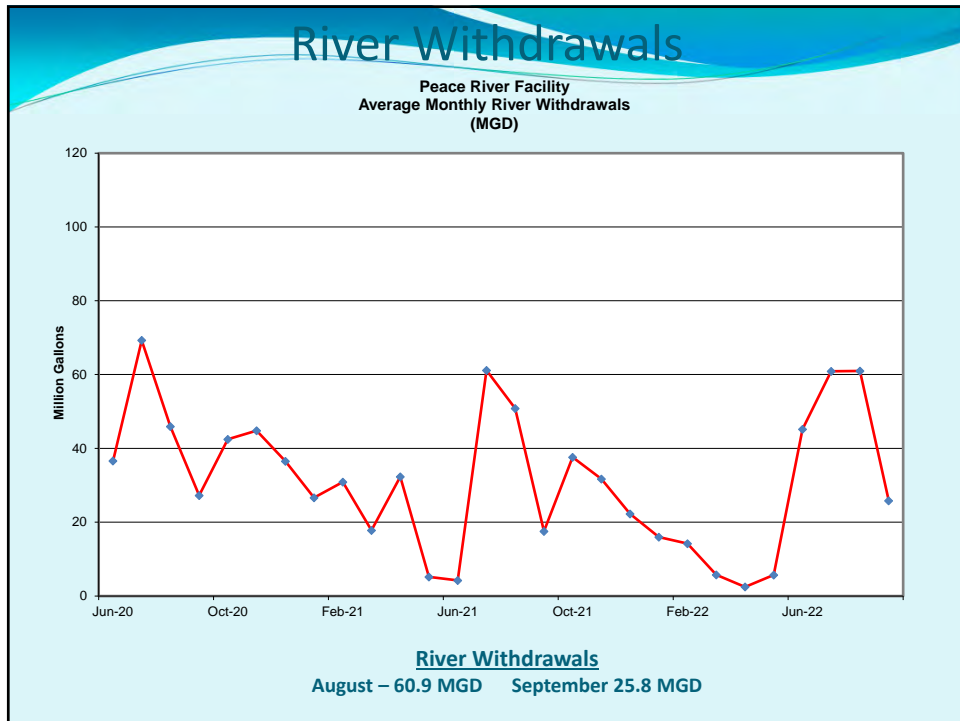
1



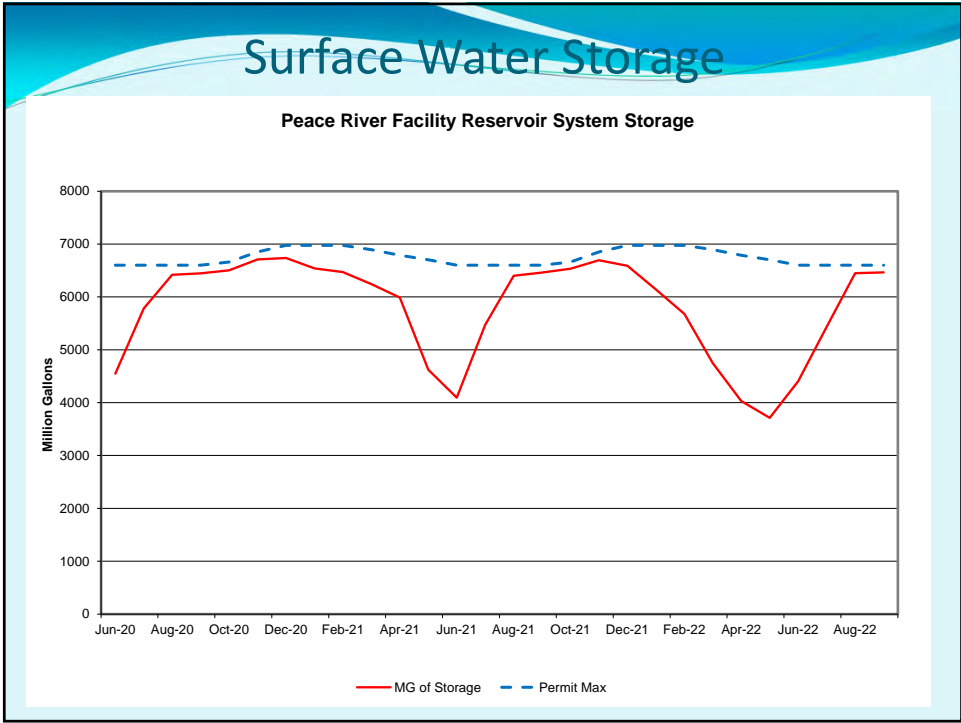
2



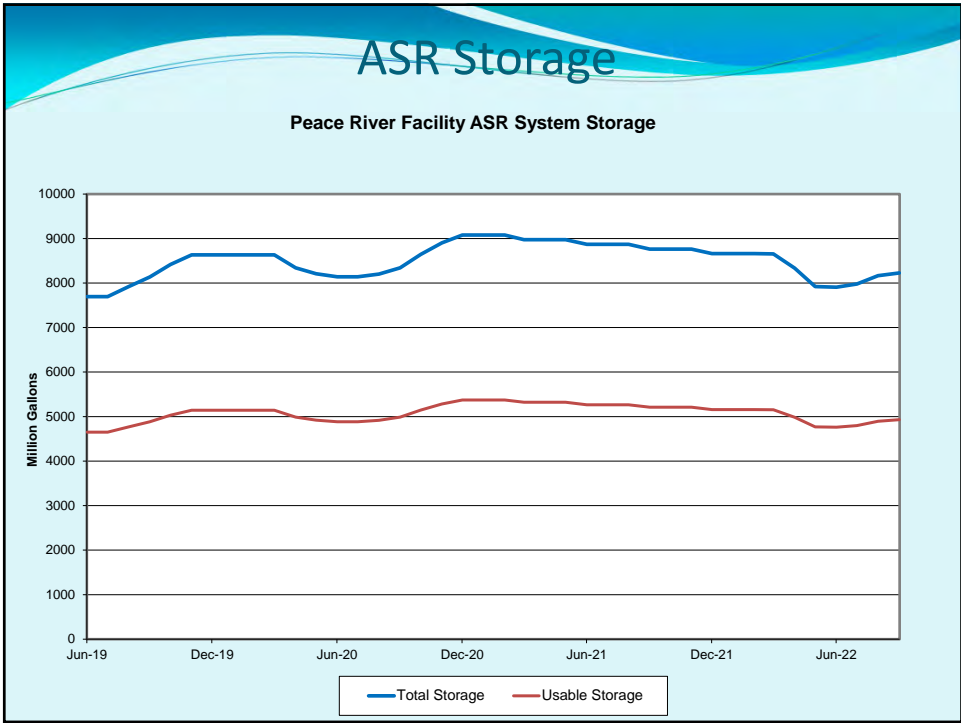
3



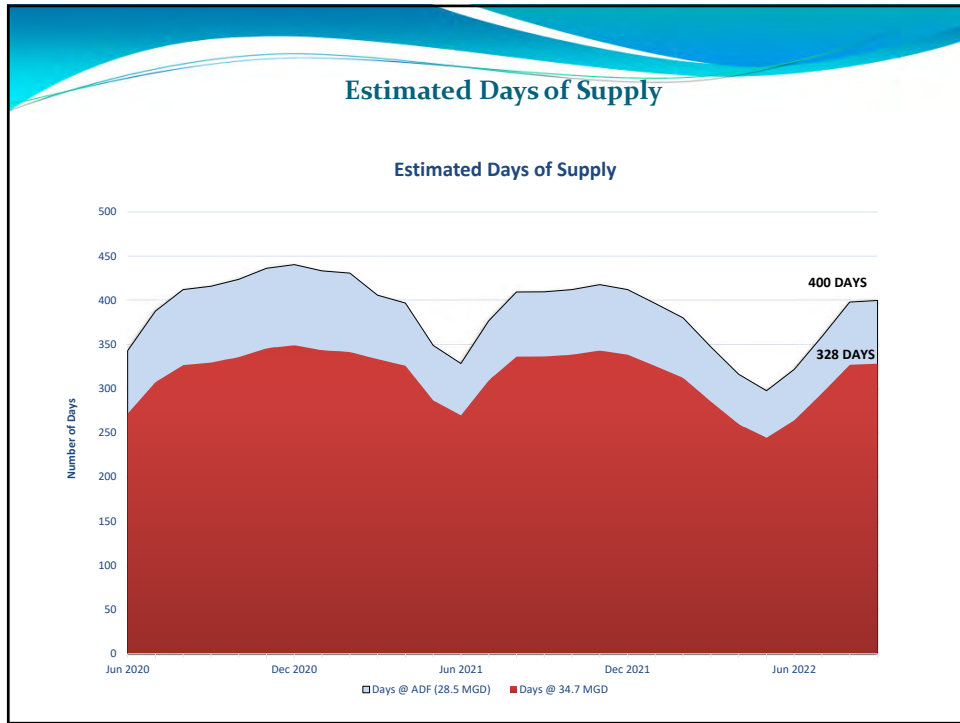
4



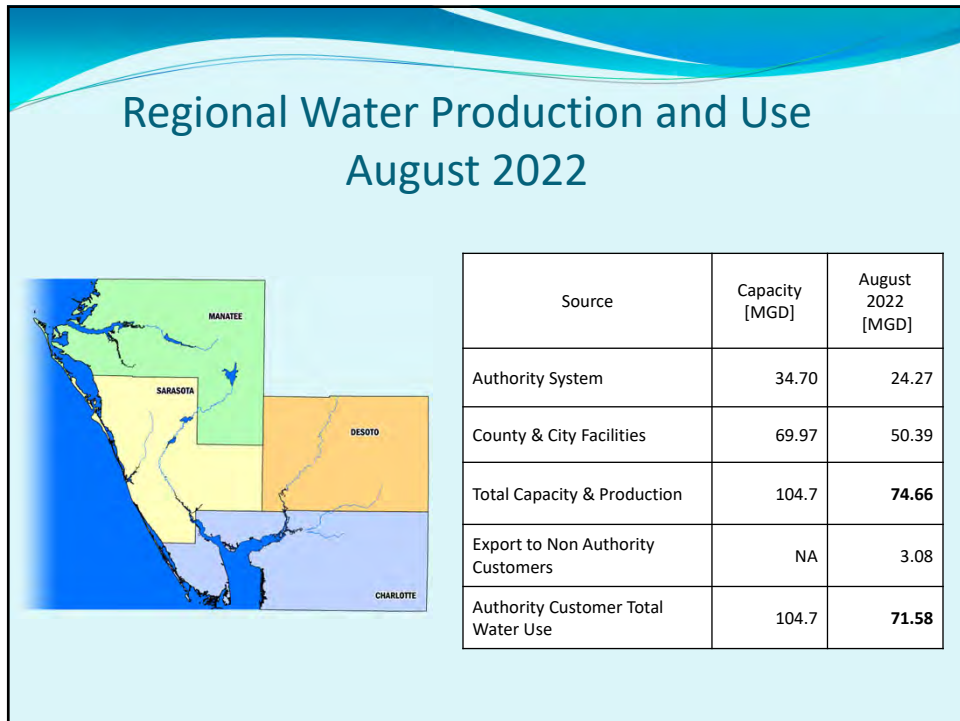
5



6



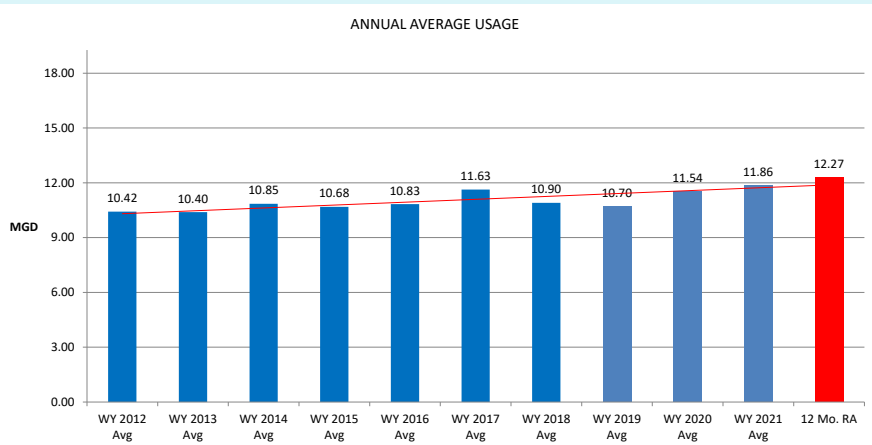
7



8

Charlotte County

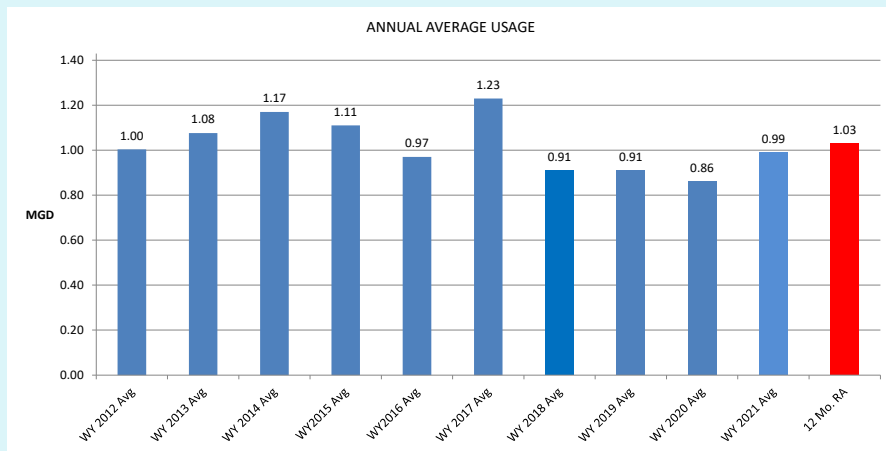
| SOURCE | CAPACITY [MGD] | AUGUST 2022 [MGD] | % UTILIZED |
|------------------------|----------------|-------------------|------------|
| Peace River Facilities | 16.10 | 11.04 | 69% |
| Charlotte Self Supply | 3.17 | 0.51 | 16% |
| TOTAL | 19.27 | 11.55 | 60% |



9

Desoto County

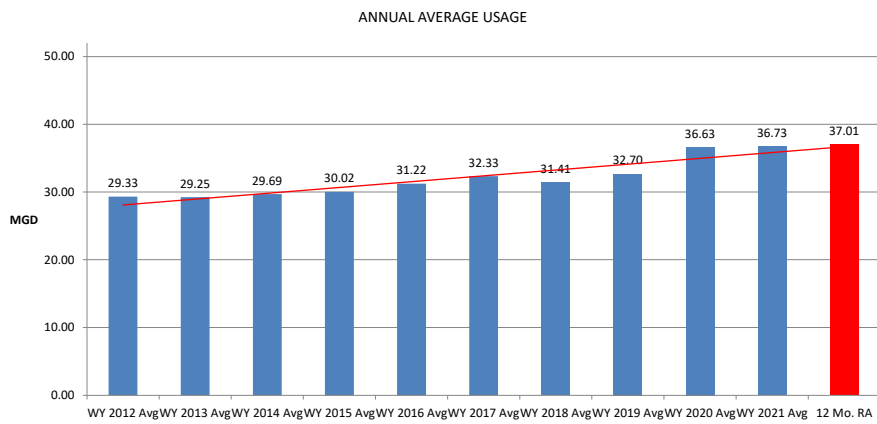
| SOURCE | CAPACITY [MGD] | AUGUST 2022 [MGD] | % UTILIZED |
|------------------------|----------------|-------------------|------------|
| Peace River Facilities | 0.695 | 0.69 | 99% |
| Desoto Self Supply | 0.75 | 0.39 | 52% |
| TOTAL | 1.425 | 1.08 | 76% |



10

Manatee County

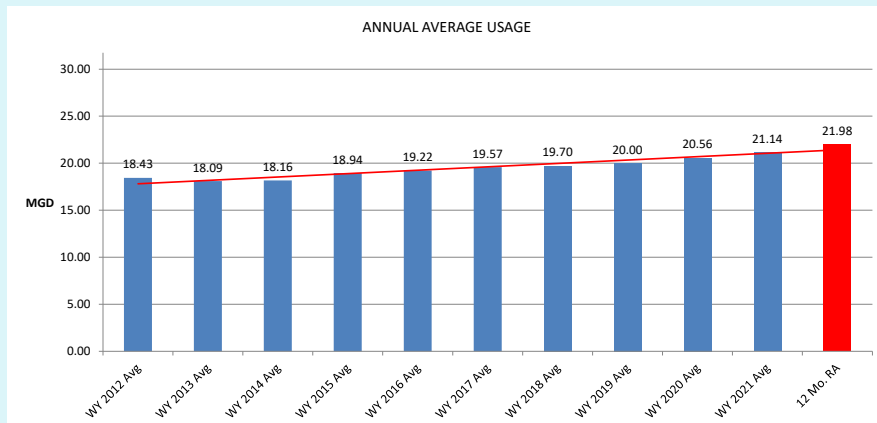
| SOURCE | CAPACITY [MGD] | AUGUST 2022 [MGD] | % UTILIZED |
|------------------------|----------------|-------------------|------------|
| Manatee Self Supply | 52.00 | 35.62 | 69% |
| Export to Sarasota Co. | NA | 4.15 | |
| Export to Others | NA | 3.08 | |
| TOTAL | 52.00 | 42.84 | 82% |



11

Sarasota County

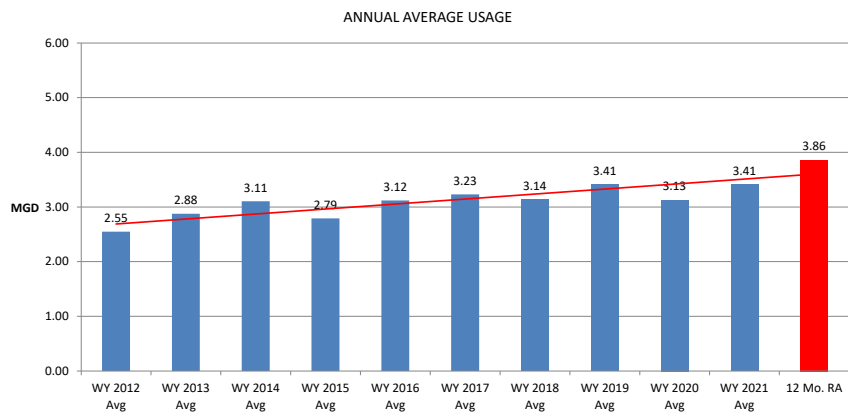
| SOURCE | CAPACITY [MGD] | AUGUST 2022 [MGD] | % UTILIZED |
|------------------------|----------------|-------------------|------------|
| Peace River Facilities | 15.06 | 12.51 | 83% |
| Import from Others | 5.00 | 4.24 | 85% |
| County Self Supply | 10.52 | 3.62 | 34% |
| TOTAL | 33.58 | 20.36 | 61% |



12

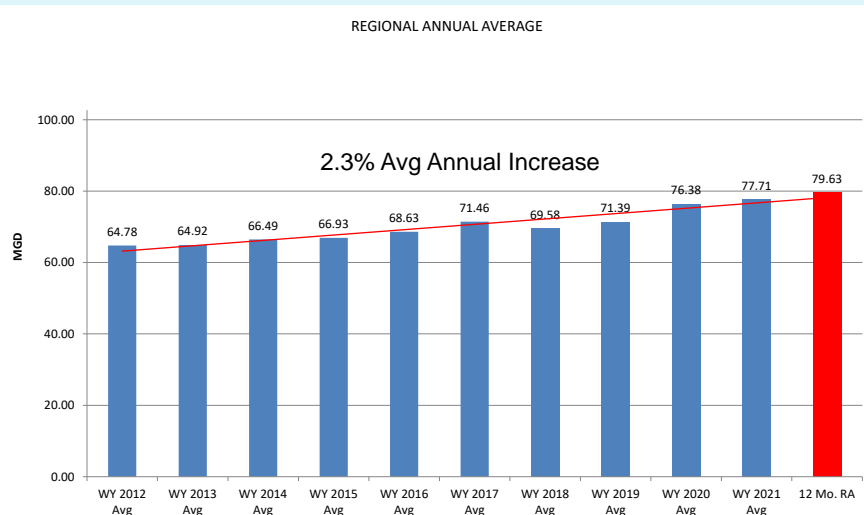
North Port

| SOURCE | CAPACITY [MGD] | AUGUST 2022 (MGD) | % UTILIZED |
|------------------------|----------------|-------------------|------------|
| Peace River Facilities | 2.865 | 0.03 | 1% |
| North Port Self Supply | 3.30 | 3.03 | 92% |
| Water Exchanged | N/A | -0.09 | |
| TOTAL | 6.165 | 2.97 | 48% |

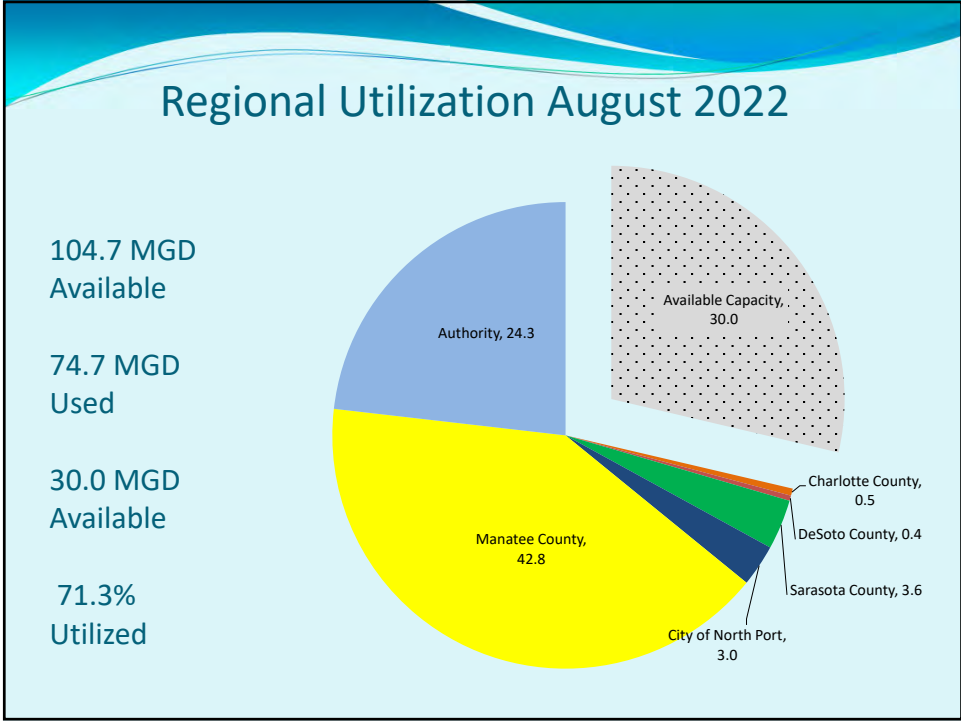


13

Regional Demand



14



15



16

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 5, 2022

REGULAR AGENDA
ITEM 2

Legislative Priorities for 2023

Presenters -

Laura Donaldson; Manson Bolves Donaldson Varn

Recommended Action -

Motion to adopt Legislative Priorities for 2023.

Laura Donaldson, will discuss proposed legislative priorities for the Authority in 2023. Board approved legislative priorities will be presented to each of the Authority Members legislative delegations and will guide the Authority's legislative lobbying efforts for the year. Regular session in the state legislature is scheduled from March 7, 2023 – May 5, 2023.

Budget Action: No action needed

Attachments:

Legislative Priorities for 2023 [Draft]

**Peace River Manasota Regional Water Supply Authority
Legislative Priorities 2023**

| Issue | Legislative/ Regulatory | Activity |
|---|----------------------------|---|
| STATE | | |
| State Water Infrastructure Funding <ul style="list-style-type: none"> • Support State funding for Authority water projects that strengthen resiliency of the regional system. • Support State funding for alternative water supply with priority given to regional projects. • Support funding of State trust funds established in existing statutes. <ul style="list-style-type: none"> ○ Water Protection and Sustainability Program; and ○ West-Central Florida Water Restoration Action Plan. | Legislative | Submit project applications for State funding. Monitor and participate in legislative process |
| Monitor legislation that may be proposed resulting from the framework developed by the Florida Potable Reuse Commission. | Legislative | Monitor legislative process |
| Monitor legislation that may revise aquifer storage and recovery requirements and support any legislation that would benefit the Authority's ASR program. | Legislative | Monitor legislative process |
| Monitor legislation that revises Chapter 373, Florida Statutes. | Legislative | Monitor legislative process |
| Monitor legislation that may implement Blue Green Algae Task Force or Stormwater Technical Advisory Committee recommendations. | Legislative | Monitor legislative process |
| Support confirmation of Southwest Florida Water Management District Governing Board Member appointments. | Legislative | Support Senate confirmations |
| Monitor legislation that impacts how the Authority operates, including impacts to independent special districts. | Legislative Committee | Monitor process |
| Support acquisition by the State and SWFWMD of lands to enhance water management and supply. | Multiple Agencies | Participate in process |
| Monitor Florida's implementation of Florida's assumption of the Clean Water Act Section 404 Program. | Multiple Agencies | Monitor process |

**Peace River Manasota Regional Water Supply Authority
Legislative Priorities 2022**

| Issue | Legislative/ Regulatory | Activity |
|---|----------------------------|-------------------|
| FEDERAL | | |
| Support the continuation of tax-exempt financing and preserve the ability of water systems to use tax-exempt bonds. | Legislative | Monitor & Support |
| Support the continuation of U.S. EPA as the lead agency for security at drinking water facilities and the explicit prohibition on the disclosure of security program information under federal, state and local information laws. | Legislative and U.S. EPA | Monitor & Support |
| Support research to impacts of climate change on the viability and sustainability of drinking water supplies. | Legislative and U.S. EPA | Monitor |
| Monitor the Clean Water Rule: Definition of 'Waters of the United States'. | U.S. EPA | Monitor |
| Monitor U.S. EPA proposed rule changes regarding drinking water parameters including PFSA and PFOA. | U.S. EPA | Monitor |
| Support increased federal funding initiatives for water infrastructure projects | Legislative and U.S. EPA | Monitor & Support |

STATE ISSUES

'Through cooperation and collaboration, the Authority and its members shall create, maintain and expand a sustainable, interconnected regional water supply system.'

State Water Infrastructure Funding

- Water Projects that Strengthen Resiliency of the Regional System

The Authority has successfully constructed a regional water system providing drinking water to Charlotte, DeSoto and Sarasota counties. The regional water system is based on alternative water supply in a water critical area designated as the Southern Water Use Caution Area ("SWUCA") by the Southwest Florida Water Management District ("SWFWMD"). The key to the water system is storage by utilizing off-stream reservoirs to capture a small percentage of seasonal high flows from the Peace River. This yields a reliable drinking water supply for the region while preserving the freshwater flow needed to support Charlotte Harbor estuary downstream. An additional off-stream reservoir at the Peace River Facility is needed to support regional economic growth and ensure that the needs of existing and future users are met. The expansion of the regional transmission system to create interconnectivity is also a key component in regional water resiliency. The Authority will submit State budget water project funding applications for Three projects, including the Phase 2B and Phase 3C regional transmission pipelines and the Reservoir No. 3 Project for inclusion in the State budget.

- Alternative Water Supply Funding

The State budget for FY 2022-2023 appropriated \$50 million to establish a water resource development grant program to help communities plan for and implement conservation, reuse, and other water supply and water resource development projects. Priority funding will be given to regional projects in the areas of greatest need and for projects that provide the greatest benefit. The Department of Environmental Protection ("DEP") is to identify and research all viable alternative water supply resources and provide an assessment of funding needs critical to supporting Florida's growing economy.

- FY2022-23 Water Protection Funds – Resilient Florida Grant Program

Grant funding is available from the State through the DEP FY 2022-2023 Water Protection Funds – Resilient Florida Grant Program for projects that will improve infrastructure resiliency. Applications for this program were due August 30, 2022. The Authority will submit an application for FY 2022-2023 Water Protection Funds to support the Peace River Reservoir No. 3 Project.

- Funding of Trust Funds

State statute currently establishes trust funds through the Water Protection and Sustainability Program (Sections 403.890 and 403.891, Florida Statutes (“F.S.”)) and West-Central Florida Water Restoration Action Plan (Section 373.0363, F.S.) that provide allocation of state funding through the water management districts. The Authority received funding through these trust funds in the past and supports funding for these trust funds in the State budget.

The Authority supports the allocation of State funds for water infrastructure without creating additional bureaucracy by establishing a state water board or council.

Potable Reuse Commission

The Florida Potable Reuse Commission (“PRC”) is a coalition of a diverse group of water resource, industry, agricultural and health professionals. The purpose of the PRC was to create a consensus driven partnership to develop the framework for the implementation of potable reuse in Florida. The PRC published the ‘Framework of the Implementation of Potable Water Reuse in Florida (January 2020). The framework will help advance potable reuse in Florida by augmenting future water supplies and protecting public health. The framework published by the PRC provide information for elected officials and regulatory agencies on statutory and regulatory needs. Recognition of reclaimed water as a source for potable supply and direction to DEP to initiate rulemaking to implement the PRC recommendations became law in 2020 as part of the Clean Waterways Act. In addition, Chapter 2021-168, Laws of Florida, declares that potable reuse is an alternative water supply and that potable reuse projects are eligible for alternative water supply funding. The exclusion of the use of potable reuse water from regional water supply planning is prohibited. It also authorizes DEP to convene and lead one or more technical advisory groups to coordinate the rulemaking and review of rules for potable reuse. DEP and the water management districts are also required, by December 31, 2023, to develop and execute a memorandum of agreement providing for the procedural requirements of a coordinated review of all permits associated with the construction and operation of an indirect potable reuse project. Although the Department initiated rulemaking in December 2021, potable reuse rules have not yet been adopted. Additional legislation may be proposed during the 20232 Session to address the delay in DEP rulemaking, and if rules are adopted prior to the Session, to address any revisions needed arising from DEP rulemaking, which Authority staff will monitor.

Aquifer Storage and Recovery (“ASR”)

The Authority’s ASR system provides an additional 6 billion gallons of storage through its operation of 21 ASR wells, which supplement water supply during the dry season when river withdrawal may be limited. Improvements to the ASR system has the potential to offer considerable cost savings, improve ASR recovery efficiency, and may also provide opportunities to obtain groundwater credits for over-recharging the Floridan Aquifer supporting environmental improvements in SWUCA. Authority staff will monitor legislation to ensure that any proposed legislation does not negatively impact the Authority and will support legislation that may help the Authority achieve desired improvements to its ASR system.

Chapter 373, Florida Statutes

Chapter 373, F.S., was reorganized in 2010 by Chapter 2010-225, Laws of Florida, which created a part VII relating to water supply policy, planning, production, and funding. In addition, statutory provisions related to regional water supply authorities and alternative water supplies were moved into this new part. Due to concerns regarding water planning and availability in certain parts of the state as well as the significant costs to meet Florida's future water demands, there is discussion regarding revising Chapter 373, F.S. during the 2023 Legislative Session. Authority staff will monitor any proposed Chapter 373, F.S., legislation to ensure that the Authority is not negatively impacted.

Blue-Green Algae Task Force and Stormwater Technical Advisory Committee Recommendations

In January of 2019, Governor DeSantis issued Executive Order Number 19-12, which directed the DEP to establish a Blue-Green Algae Task Force charged with expediting progress towards reducing nutrient pollution and the impacts of blue-green algae (cyanobacteria) blooms in the state. The task force's responsibilities included identifying priority projects for funding and making recommendations for regulatory changes. The five-person task force issued its first consensus document on October 11, 2019 and continue to meet to discuss other issues such as reclaimed water and stormwater.

In 2020, the Florida Legislature passed the Clean Waterways Act, which directed DEP and Florida's water management districts to update stormwater design and operation regulations under Part IV, Chapter 373, F.S., using the latest scientific information. DEP has created the Clean Waterways Act Stormwater TAC to provide a public forum for identifying and constructively outlining recommendations to DEP and water management districts for strengthening the stormwater design and operation regulations implemented under Part IV, Chapter 373, F.S., including updates to the Environmental Resource Permit Applicant's Handbook. Stormwater-related pollution represents one of the largest potential contributors of nutrients throughout the state.

Each year since the Clean Waterways Act, legislation to implement the remaining recommendations of the Blue-Green Algae Task Force has been unsuccessful. Authority staff will monitor any proposed legislation to ensure that the Authority is not negatively impacted.

Confirmation of Southwest Florida Water Management District Governing Board Members

Water Management District Governing Board members are appointed by the Governor, subject to confirmation by the Senate at the next regular session of the Legislature. The Authority supports the confirmation of the Governing Board members.

Local Government Operations

Every year, the Florida Legislature considers and passes laws that impact how the Authority operates,

such as revisions to purchasing, contracting, auditing, Florida Sunshine Laws, public records, websites, and noticing requirements. Authority staff will monitor any proposed legislation to ensure that the Authority is not negatively impacted.

Acquisition of Lands to Enhance Water Management and Supply

Public ownership of specific lands can offer benefits to both regional and local drinking water supply, protect existing water supply infrastructure and operations, and provide opportunities for development of future regional water supply projects on the RV Griffin Reserve to meet future public water supply needs of the region. Acquisition of specific lands in the vicinity of the Peace River Facility and RV Griffin Reserve can provide the opportunity for restoration and mitigation for new reservoir construction along with providing other significant public and environmental benefits in the region, including wildlife habitat connectivity, recreational opportunities, and enhanced flood protection.

Florida's Request to Assume Administration of a Clean Water Act Section 404 Program

The Clean Water Act ("CWA") established the Section 404 program, under which the U.S. Army Corps of Engineers ("Corps") may issue permits. On August 20, 2020, the Environmental Protection Agency received from the Governor of Florida, a complete program submission for the state to regulate the permit process within the jurisdiction of the state. Notice was published in the Federal Register on September 16, 2020 and on December 22, 2020, the U.S. Environmental Protection Agency ("EPA") published their approval of Florida's State 404 Program in the Federal Register. DEP began administering the State 404 Program on that date and now processes applications under Section 404 of the CWA within state-assumed waters, with the Corps processing Section 404 applications within retained waters. Based on the recent court decision related to the Waters of the United States ("WOTUS") Rule and proposed federal rulemaking discussed below, there may be additional revisions to this program as DEP must follow the rules related to WOTUS under the agreement with the Corps.

Per- and Polyfluoroalkyl Substances (“PFAS”)

PFAS are a large and complex class of man-made chemicals that have been used in a wide variety of consumer products since the 1940s. These chemicals have been identified as Contaminants of Emerging Concern, which are chemicals that have been recently detected in the environment that may pose public health or ecological risks. In 2016, the U.S. Environmental Protection Agency (“EPA”) established a lifetime exposure health advisory level of 70 parts per trillion for the combined concentration of perfluorooctanoic acid (“PFOA”) and perfluorooctane sulfonate (“PFOS”) in drinking water.

In June 2022, the U.S. EPA released updated health advisory levels for PFAS and PFOA which are well below the advisory levels established in 2016 and in fact are below modern detection limits. While treatment technology for removing PFAS from water is not well-developed, the more effective methods use technologies that are not conventionally available in existing water treatment plants, so removing these PFAS chemicals from water could require costly investments by local governments and other water suppliers. The U.S. EPA is currently evaluating establishment of maximum contaminant levels for PFAS and PFOA compounds. Monitoring of the U.S. EPA MCL process for PFAS and PFOA is recommended.

In addition, on September 6, 2022, the U.S. EPA published a proposed rule that designates PFOA and PFOS as hazardous substances under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), also known as Superfund. The rulemaking would require entities to immediately report releases of PFOA and PFOS that meet or exceed the reportable quantity to the National Response Center, the State of Florida, and local emergency responders. Entities would not be required to report past releases of PFOA or PFOS as they were not yet listed as hazardous substances. Monitoring of this rulemaking is recommended.

Although DEP has a Dynamic Plan to provide a coordinated approach to the complex issues associated with PFAS, which describes the development of screening and provisional cleanup target levels that are protective of human health and the environmental resources of Florida, DEP will not be adopting rules related to PFAS until at least 2025. Chapter 2022-203, Laws of Florida, requires DEP to adopt by rule statewide cleanup target levels for PFAS in drinking water, groundwater, and soil using specified statutory criteria, with priority given to PFOA and PFOS, if the U.S. EPA does not finalize its standards for PFAS in drinking water, groundwater, and soil by January 1, 2025. Any DEP rules are required to be ratified by the Legislature in order to take effect. In addition, until DEP’s rule has been ratified by the Legislature, a governmental entity or private water supplier may not be subject to any administrative or judicial action brought by any state or local governmental entity to compel or enjoin site rehabilitation, to require payment for the cost of rehabilitation of environmental contamination, or to require payment of any fines or penalties regarding rehabilitation based on the presence of that particular PFAS constituent.

Authority staff will monitor any proposed PFAS legislation to ensure that the Authority is not negatively

impacted.

Tax-Exempt Financing

The Authority urges Congress to preserve the ability of water systems to use tax-exempt bonds to finance water infrastructure projects. This authority to finance essential governmental services on a tax-exempt basis is vital to the efforts of water utilities to continue to provide high quality, safe and reliable supplies of drinking water at a price that is affordable to ratepayers.

As Congress considers comprehensive tax reform, it must keep in mind that any new tax revenue collected from investors by limiting or eliminating tax-exempt municipal bonds would be offset by increased interest costs that would be borne by local water system ratepayers. Limiting or eliminating the exemption would therefore represent a de-facto tax hike on local communities while encumbering public agencies efforts to raise needed capital to address water supply needs.

Drinking Water Security and Treatment Mandates

The Authority recognizes that water utilities protect their critical facilities from acts of terrorism and other hazards. Drinking water utilities first responsibility is to protect public health by providing potable drinking water.

The Authority supports that the U.S. Environmental Protection Agency (“EPA”) should continue to be the lead federal agency for security regulations at drinking water and wastewater facilities. Having more than one federal agency with oversight of water security could not only be inefficient, but would also impair the ability of drinking water systems to properly and efficiently treat their water supplies. It also could result in making simultaneous compliance with multiple standards or guidelines that will be difficult or even impossible to satisfy. If contradictory or duplicative security measures were recommended by different federal agencies, water systems would face difficulties in assuring compliance and could incur substantial costs with no real improvement in security.

Some water security programs include the collection of data from water providers. Given the sensitive nature of water security information, the Authority believes that Congress should continue the explicit prohibition on the disclosure of such information under federal, state, and local public information laws. Likewise, federal, state, and local agencies must take all internal precautions to prevent the inappropriate disclosure of water system information.

Any new federal security requirements should be accompanied by federal funding assistance. Such assistance could be targeted to help utilities update existing vulnerability assessments or implement other physical security without compromising public health. Otherwise, new security requirements will amount to unfunded federal mandates on local governments at a time when water treatment facilities are facing hundreds of billions of dollars in other priority infrastructure projects.

Climate Change

The Authority supports federal action to research and respond to the impacts of global climate change upon the nation's drinking water supplies. The long-term viability and sustainability of the nation's water supply is integral to a viable regional, state, and national economy and therefore a comprehensive, unified, and coordinated federal research program is essential for developing decision support tools, adaptation and mitigation strategies, and for helping local utility managers access better information on the regional impacts of climate change on drinking water quality and quantity. The EPA, the National Oceanic and Atmospheric Administration, and other federal departments and agencies currently conducting climate change research must increase their efforts to develop reliable modeling systems and regional projections of freshwater quality and quantity changes and offer clear guidance on how water utilities may prepare for changing climate conditions over the next several decades.

Climate change legislation must recognize that water resources and infrastructure in much of the United States are significantly threatened by changing hydrological conditions. Therefore, increased assistance and investment are necessary to help water systems adapt to changing climate conditions and deliver uninterrupted water service to rapidly growing service populations.

Waters of the United States

The EPA and the Corps signed the final rule for repealing the 2015 Waters of the United States rule ("WOTUS") on September 12, 2019. The EPA provided notice of a revised WOTUS in April 2020, with the rule streamlining the definition of "waters of the U.S.", providing clear exclusions, and providing additional definitions for terms used in WOTUS. The final rule became final on June 22, 2020. Apart from Colorado, due to a pending lawsuit and stay, WOTUS is being implemented. However, on August 30, 2021, Judge Rosemary Marquez of the U.S. District Court for the District of Arizona ruled that the Trump-era Navigable Waters Protection Rule ("NWPR"), which redefined the waters of the United States protected by the CWA, involved "fundamental, substantive flaws" that were in conflict with the purpose of the CWA. This ruling may alter the Federal 404 wetland dredge-and-fill permit program. The ruling effectively returns the definition of WOTUS to the pre-2015 regulatory regime until the Biden administration EPA issues new rules. The EPA issued a statement only days after the ruling indicating that in light of the Court's opinion, "the agencies have halted implementation of the Navigable Waters Protection Rule and are interpreting 'waters of the United States' consistent with the pre-2015 regulatory regime until further notice." It appears that the EPA now considers both the Trump-era and Obama-era WOTUS rules to be vacated, and intends to enforce the CWA using the 2008 "Rapanos Guidance" issued by the Bush Administration following the Supreme Court's decision in *Rapanos v. United States*, 547 U.S. 715; 126 S.Ct. 2208; 165 L.Ed.2d 159 (2006). In addition, in June 2021, the EPA had announced that it was beginning the lengthy process of undoing the Trump NWPR by restoring the pre-2015 regulatory scheme and that it further intended to formulate a new WOTUS rule.

On November 18, 2021, the EPA and Corps issued a proposed rule to revise the WOTUS definition to put back into place the pre-2015 WOTUS definition, updated to reflect consideration of Supreme Court

decisions. Ten stakeholder roundtables were held across the country during May and June 2022 on the proposed rule.

Federal Funding for Water Infrastructure Projects

The U.S. Infrastructure Investment and Jobs Act became law on November 15, 2021, which includes \$50 billion to the U.S. EPA to improve drinking water, wastewater, and stormwater infrastructure in the U.S., with a significant portion of the water infrastructure dollars being used for the Clean Water and Drinking Water State Revolving Funds (“SRFs”). The law provides \$5 billion through the SRFs to reduce people’s exposure to PFAS and other emerging contaminants through their drinking water and to help address discharges through wastewater and, potentially, nonpoint sources.

In June 2022, the EPA announced the funding availability for the agency’s Water Infrastructure Finance and Innovation Act (“WIFIA”) program and the State Infrastructure Financing Authority WIFIA (“SWIFIA”) program. This year’s funding will provide up to \$6.5 billion in total funding to support water infrastructure projects. The notices of funding availability include \$5.5 billion for the WIFIA program and an additional \$1 billion for the SWIFIA program. This round of funding will prioritize funding in economically stressed communities; lead service line replacement; addressing PFAS and emerging contaminants; and supporting one water innovation and resilience.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 5, 2022

REGULAR AGENDA
ITEM 3

\$100 Million Line of Credit Approval

Presenter - Ann Lee, MBA, CGFO, Finance & Budget Sr. Manager
Tom Giblin, Nabors, Giblin & Nickerson, PA

Recommended Action - **Motion** to approve Resolution 2022-09: A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY WITH RESPECT TO ISSUANCE OF A TAX-EXEMPT 2022 REVOLVING CREDIT BOND IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$100,000,000 FROM TIME TO TIME TO FINANCE CERTAIN CAPITAL IMPROVEMENT PROJECTS; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A REVOLVING CREDIT AGREEMENT WITH RESPECT TO SUCH BOND; 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.

At the August 5, 2022 Board meeting, the Board approved PNC Bank, NA as the lender for the \$100M line of credit that will support the Authority's pipeline projects and surface water expansion program. Resolution 2022-09 authorized the issuance of a \$100,000,000 revolving line of credit and the Authority's Legal Counsel, Bond Counsel, and Financial Advisors have all reviewed and approved the Resolution and supporting documentation.

Budget Action – No action needed

Attachments:
Resolution 2022-09

RESOLUTION NO. 2022-09

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY WITH RESPECT TO ISSUANCE OF A TAX-EXEMPT 2022 REVOLVING CREDIT BOND IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$100,000,000 FROM TIME TO TIME TO FINANCE CERTAIN CAPITAL IMPROVEMENT PROJECTS; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A REVOLVING CREDIT AGREEMENT WITH RESPECT TO SUCH BOND; 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, the Resolution provides for the issuance of Additional Bonds payable on parity in all respects with any Bonds Outstanding (as defined in the Resolution) under the Resolution for various purposes including the financing of capital improvements to the System (as defined in the Resolution), upon meeting certain requirements set forth in the Resolution; and

WHEREAS, the Authority has received a favorable offer from PNC Bank, National Association (the "Bank") for a not to exceed \$100,000,000 short term facility to finance certain capital improvement projects, such facility to be secured on a parity basis with any Bonds Outstanding under the Resolution; and

WHEREAS, the Authority desires to approve the form of, and the execution and delivery of, a Revolving Credit Agreement between the Authority and the Bank (the "Series 2022 Credit Agreement") and accompanying form of bond (the "Series 2022 Bond") attached as EXHIBIT A hereto, subject to any modifications made in the manner set forth herein; and

WHEREAS, the Authority further desires to delegate to the Chairman, the Executive Director or any Authorized Authority Officer (as defined in the Series 2022 Credit Agreement) of the Authority the authority to take such further actions and to

execute and deliver any further documents, certificates, agreements and instruments with respect to the Series 2022 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.

SECTION 2. DEFINITIONS. All terms used herein in capitalized form, except as otherwise defined herein, shall have the meanings ascribed thereto in the Series 2022 Credit Agreement.

SECTION 3. APPROVAL OF SERIES 2022 CREDIT AGREEMENT AND SERIES 2022 BOND. The Authority hereby approves the form of the Series 2022 Credit Agreement, including the Series 2022 Bond, attached hereto as EXHIBIT A, subject to such changes, insertions, omissions and filling of blanks therein as may be made in a manner consistent with the terms of this Resolution and approved by the officer of the Authority executing the Series 2022 Credit Agreement and Series 2022 Bond, 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 Series 2022 Credit Agreement and the Series 2022 Bond, and any and all documents referenced therein and related to the performance thereof, on behalf of the Authority in substantially the form attached hereto with such changes, insertions, omissions and filling of blanks as the Chairman and Executive Director shall approve.

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 Series 2022 Credit Agreement and the issuance, execution and delivery of the Series 2022 Bond, 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 Series 2022 Credit Agreement 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 5th day of October, 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 SERIES 2022 CREDIT AGREEMENT

REVOLVING CREDIT AGREEMENT

between

PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY

and

PNC BANK, NATIONAL ASSOCIATION

Dated October 7, 2022

TABLE OF CONTENTS

| | Page |
|-------------|---|
| SECTION 1. | DEFINITIONS 1 |
| SECTION 2. | INTERPRETATION..... 3 |
| SECTION 3. | THE LINE OF CREDIT 3 |
| SECTION 4. | DESCRIPTION OF OBLIGATIONS..... 4 |
| SECTION 5. | EXECUTION OF OBLIGATIONS 4 |
| SECTION 6. | REGISTRATION AND TRANSFER OF OBLIGATIONS 5 |
| SECTION 7. | OBLIGATIONS MUTILATED, DESTROYED, STOLEN OR LOST 5 |
| SECTION 8. | FORM..... 6 |
| SECTION 9. | SECURITY; NOT CONSTITUTIONAL DEBT..... 6 |
| SECTION 10. | COVENANTS..... 7 |
| SECTION 11. | APPLICATION OF PROCEEDS 9 |
| SECTION 12. | CONDITIONS PRECEDENT TO CREDIT AGREEMENT AND TO ADVANCES 9 |
| SECTION 13. | REPRESENTATIONS AND WARRANTIES..... 11 |
| SECTION 14. | TAX COMPLIANCE..... 12 |
| SECTION 15. | NOTICES 12 |
| SECTION 16. | EVENTS OF DEFAULT 13 |
| SECTION 17. | REMEDIES..... 13 |
| SECTION 18. | NO RECOURSE 14 |
| SECTION 19. | PAYMENTS DUE ON SATURDAYS, SUNDAYS AND HOLIDAYS; POSTING..... 14 |
| SECTION 20. | DEFEASANCE 14 |
| SECTION 21. | AMENDMENTS, CHANGES AND MODIFICATIONS 14 |
| SECTION 22. | BINDING EFFECT; ASSIGNMENT..... 14 |
| SECTION 23. | ADDITIONAL PROVISIONS 15 |
| SECTION 24. | WAIVER OF JURY TRIAL..... 15 |
| SECTION 25. | EFFECTIVE DATE 15 |
| EXHIBIT A – | DESCRIPTION OF 2022 PROJECT |
| EXHIBIT B – | FORM OF 2022 REVOLVING CREDIT BOND |
| EXHIBIT C – | FORM OF REQUISITION |

REVOLVING CREDIT AGREEMENT

This REVOLVING CREDIT AGREEMENT (the "Credit Agreement") made and entered as of October 7, 2022, by and between the PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY (the "Authority") and PNC BANK, NATIONAL ASSOCIATION (the "Bank").

WITNESSETH

WHEREAS, the Authority has requested that various financial institutions, including the Bank, provide proposals for a revolving line of credit under which funds may be borrowed and reborrowed by the Authority to provide interim financing for costs of certain capital improvement projects in the form of the 2022 Project.

WHEREAS, the Authority has selected the Bank to provide such a revolving line of credit as evidenced by this Credit Agreement.

WHEREAS, the obligations of the Authority to repay amounts borrowed and reborrowed and other amounts payable hereunder shall be evidenced by the execution and delivery by the Authority of its 2022 Revolving Credit Bond (the "2022 Revolving Credit Bond") in the principal amount of not exceeding \$100,000,000.00 and in the form attached hereto in Exhibit B.

WHEREAS, Resolution No. 2005-10, adopted by the Governing Body of the Authority on December 7, 2005, as amended and supplemented from time to time (the "Resolution"), permits the issuance of Additional Bonds (as defined therein) payable in accordance with Section 6.02 of the Resolution. The 2022 Revolving Credit Bond is a limited and special obligation of the Authority, the principal of and interest on which are payable solely from Pledged Funds on a parity with the Authority's Outstanding Bonds (as defined in the Resolution) in the manner provided herein, and the principal of and interest on the 2022 Revolving Credit Bond and all other payments provided for herein will be paid solely from Pledged Funds.

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:

"2022 Project" means the capital improvements described in Exhibit A attached hereto.

"2022 Revolving Credit Bond" means the 2022 Revolving Credit Bond, dated as of October 7, 2022, as amended and supplemented from time to time, in the form provided in Exhibit B attached hereto.

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

"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 outstanding hereunder from time to time not to exceed One Hundred Million Dollars and No Cents (\$100,000,000.00) at any one time. On or after October 7, 2023, the Authority has a one-time option to permanently reduce without penalty the Authorized Amount of the 2022 Revolving Credit Bond to any amount not less than the then-current principal outstanding thereunder, by giving five (5) Business Days 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 2022 Revolving Credit Bond.

"Business Day" shall have the meaning provided therefor in the 2022 Revolving Credit Bond.

"Credit Agreement" means this Revolving Credit Agreement, dated as of October 7, 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 for "Event of Default" in the Resolution.

"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 2022 Revolving Credit Bond, or any portion thereof, shall be payable.

"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.

"Pledged Funds" has the meaning provided therefor in the Resolution.

"Project Costs" means all or a portion of the cost of acquisition and construction of the 2022 Project; engineering, legal, accounting, and financial expenses; costs of issuance; 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 2022 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 or refinancing of the 2022 Project, including the payment of interest on any Loan.

"Register" means the books maintained by the Registrar in which are recorded the names, and addresses of the holder of the 2022 Revolving Credit Bond.

"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.

"Reset Date" means the first day of each BSBY Interest Period (as defined in the 2022 Revolving Credit Bond).

"Resolution" means Resolution No. 2005-10 of the Authority adopted on December 7, 2005 as amended and supplemented from time to time.

"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 or reborrow amounts under the 2022 Revolving Credit Bond from time to time, so long as the total of all unpaid Advances which remain outstanding at any one time does not exceed the Authorized Amount. Amounts borrowed or reborrowed 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 or re-advance under the 2022 Revolving Credit Bond shall be suspended for such time as the Authority is in Default (without regard to any applicable grace periods) under the 2022 Revolving Credit Bond or hereunder and in any event shall expire on October 7, 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 \$100,000.00 and in denominations of \$100,000.00 if more than \$100,000.00 is requested; provided, however, if the then Authorized Amount is less than \$100,000.00, the Advance may be for the Authorized Amount; provided, further, on the date hereof an Advance may be made in an amount for at least \$100,000 but in a denomination above such amount of less than \$100,000 (rounded to the nearest \$1,000). Advances shall be made only on a Reset Date; provided, however, an Advance or Advances may also be made on the date hereof. Advances may be made on a Reset Date for multiple components of the 2022 Project which shall be evidenced by a separate Requisition for each such component.

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 2022 Revolving Credit Bond. The 2022 Revolving Credit Bond shall be dated as of the initial delivery thereof; shall mature on October 7, 2025; and shall be in registered form. The 2022 Revolving Credit Bond 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 2022 Revolving Credit Bond shall be calculated on a 360-day year, based on actual days elapsed.

SECTION 5. EXECUTION OF OBLIGATIONS. The 2022 Revolving Credit Bond 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 2022 Revolving Credit Bond may be signed and sealed on behalf of the Authority by any person who at the actual time of the execution of such 2022

Revolving Credit Bond shall hold such office in the Authority, although at the date of such 2022 Revolving Credit Bond such person may not have been so authorized. The 2022 Revolving Credit Bond may be executed by the facsimile signatures of the Chairman or the Executive Director.

SECTION 6. REGISTRATION AND TRANSFER OF OBLIGATIONS.

The 2022 Revolving Credit Bond 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 2022 Revolving Credit Bond, shall be conclusively deemed to have agreed that such 2022 Revolving Credit Bond 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 2022 Revolving Credit Bond 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 2022 Revolving Credit Bond for all purposes, whether or not such 2022 Revolving Credit Bond shall be overdue, and shall not be bound by any notice to the contrary.

Ownership of the 2022 Revolving Credit Bond 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 2022 Revolving Credit Bond 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 2022 Revolving Credit Bond having the same terms as the 2022 Revolving Credit Bond surrendered.

The new 2022 Revolving Credit Bond delivered upon any transfer or exchange shall be a valid obligation of the Authority, evidencing the same debt as the 2022 Revolving Credit Bond 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 2022 Revolving Credit Bond surrendered.

The Bank is purchasing the 2022 Revolving Credit Bond for investment purposes only and not with intent to distribute or resell the 2022 Revolving Credit Bond. The Bank hereby covenants that prior to any distribution or resale of the 2022 Revolving Credit Bond, it will comply in all respects with all applicable securities laws.

SECTION 7. OBLIGATIONS MUTILATED, DESTROYED, STOLEN OR LOST. In case the 2022 Revolving Credit Bond 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 2022 Revolving Credit Bond of like tenor as the 2022 Revolving Credit Bond so mutilated, destroyed, stolen or lost, in lieu of or substitution for the 2022 Revolving Credit Bond, if any, destroyed, stolen or lost, or in exchange and substitution for such mutilated 2022 Revolving Credit Bond, upon surrender of such mutilated 2022 Revolving Credit Bond, if any, to the Registrar and the cancellation thereof; provided however, if the 2022 Revolving Credit Bond shall have matured or be about to mature, instead of issuing a substitute 2022 Revolving Credit Bond, the Authority may pay the same, upon being indemnified as aforesaid, and if such 2022 Revolving Credit Bond be lost, stolen or destroyed, without surrender thereof. Any 2022 Revolving Credit Bond surrendered under the terms of this Section 7 shall be cancelled by the Registrar.

Any such duplicate 2022 Revolving Credit Bond issued pursuant to this section shall constitute original, substitute contractual obligations on the part of the Authority whether or not, as to such duplicate 2022 Revolving Credit Bond, the lost, stolen or destroyed 2022 Revolving Credit Bond be at any time found by anyone, and such duplicate 2022 Revolving Credit Bond shall be entitled to equal and proportionate benefits and rights as to lien on and source and security for payment from the Pledged Funds, as hereinafter pledged, to the same extent as the other 2022 Revolving Credit Bond issued hereunder.

SECTION 8. FORM. The 2022 Revolving Credit Bond 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 2022 Revolving Credit Bond is a limited and special obligation payable solely from Pledged Funds 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 Pledged Funds. The Authority does not have taxing power. The Authority hereby provides to the holder of the 2022 Revolving Credit Bond a pledge of and lien on the Pledged Funds on parity with Bonds Outstanding under the Resolution from time to time in accordance with Section 6.02 of the Resolution; provided, however, moneys in the Reserve Account (as defined in the Resolution) shall not secure the 2022 Revolving Credit Bond. The Pledged Funds shall be utilized to pay debt service on Bonds Outstanding under the Resolution, including the 2022 Revolving Credit Bond, provided moneys in the Reserve Account shall not secure the 2022 Revolving Credit Bond.

The 2022 Revolving Credit Bond 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 Pledged Funds on a parity basis with the Authority's Outstanding Bonds in the manner provided herein, and the

principal of and interest on the 2022 Revolving Credit Bond and all other payments provided for herein will be paid solely from the Pledged Funds, 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 2022 Revolving Credit Bond or other payments provided for herein. Furthermore, neither the 2022 Revolving Credit Bond nor the interest thereon, shall be or constitute a lien upon any other property of the Authority other than the Pledged Funds in the manner provided herein.

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

(a) Compliance with Provisions of Resolution.

(i) The 2022 Revolving Credit Bond shall be deemed a Bond as defined in the Resolution. As such applies to the 2022 Revolving Credit Bond, the Authority will comply with all terms and conditions of the Resolution applicable to Bonds.

(ii) The Authority will perform and comply in every respect material to the security of the 2022 Revolving Credit Bond and this Credit Agreement with all of its covenants and obligations contained in 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 2022 Project and the performance of the Authority's covenants and obligations hereunder.

(iv) The Authority covenants that it will provide the Bank a copy of any opinion of Bond Counsel it receives with the respect to the 2022 Revolving Credit Bond that expressly withdraws any opinion of Bond Counsel previously provided to the Bank with respect to the 2022 Revolving Credit Bond. 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 the Resolution, the Authority covenants that no Additional Bonds shall be issued unless the Authority complies with the provisions of Section 6.02 thereof.

(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 360, multiplied by (B) the Authorized Amount less the average daily balance of the principal amount of all outstanding Advances for the preceding three months (or such lesser period as the 2022 Revolving Credit Bond has been outstanding, in the case of the first payment), such fee to be payable in arrears on the last day of each calendar year 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) the unused fee in (i)(A) above should be 8 basis points (0.8%) instead during any period in which the Authorized Amount divided by the average daily balance of the principal amount of all outstanding Advances for the preceding three months (or such lesser period as the 2022 Revolving Credit Bond has been outstanding, in the case of the first payment) is equal to or greater than thirty-five percent (35%) and less than fifty percent (50%) (such average calculated starting with the 90th day following the initial Advance), and (3) that no unused fee shall be payable during any period in which the Authorized Amount divided by the average daily balance of the principal amount of all outstanding Advances for the preceding three months (or such lesser period as the 2022 Revolving Credit Bond has been outstanding, in the case of the first payment) is equal to or greater than fifty percent (50%) (such average calculated starting with the 90th day following the initial Advance).

(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 2022 Revolving Credit Bond 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 \$22,500.00. 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 2022 Revolving Credit Bond, or to enforce the rights of the Bank under this Credit Agreement or the 2022 Revolving Credit Bond. 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 2022 Revolving Credit Bond (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 \$2,500. The provisions of this paragraph shall survive payment in full and discharge of the Authority's obligations to the Bank.

(f) Rate Covenant. The Authority shall comply with the provisions of Section 5.04 of the Resolution.

(g) Debt Capacity Covenant. Upon maturity of the 2022 Revolving Credit Bond, the Authority covenants that it will have either sufficient debt capacity to issue Additional Bonds for the purpose of refunding the 2022 Revolving Credit Bond 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 2022 Revolving Credit Bond.

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

(i) Termination Fee. This Credit Agreement may be terminated by the Authority at any time; provided if this Credit Agreement is terminated within 12-months of the date hereof the Authority shall pay the Bank a termination fee equal to 10 basis points (0.10%) on the Authorized Amount. No termination fee shall be owed to the Bank if this Credit Agreement is terminated by the Authority after October 7, 2023.

SECTION 11. APPLICATION OF PROCEEDS. The Bank shall have no responsibility for the use of the proceeds of the 2022 Revolving Credit Bond, and the use of 2022 Revolving Credit Bond 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 2022 Revolving Credit Bond 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 2022 Revolving Credit Bond 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 2022 Revolving Credit Bond; 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) Additional Bonds Test. The Bank shall have received documentation, in form and substance satisfactory to the Bank, that the requirements of Section 6.02 of the Resolution relating to the Loan have been satisfied.

(vii) 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 & Budget Senior Manager, or his/her designee in the form attached hereto as Exhibit C.

(ii) Tax Related Documents. For each Advance requested under the 2022 Revolving Credit Bond, 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 2022 Revolving Credit Bond) 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 2022 Revolving Credit Bond.

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 governmental

accounting standards board 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, other than the issuance of the Authority's \$10,000,000 Amended and Restated Series 2019 Note.

SECTION 14. TAX COMPLIANCE. The Authority covenants that it shall not use the proceeds of the 2022 Revolving Credit Bond in any manner which would cause the interest on such 2022 Revolving Credit Bond 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 2022 Revolving Credit Bond (or amounts deemed to be proceeds under the Code) in any manner which would cause such 2022 Revolving Credit Bond 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 2022 Revolving Credit Bond 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 2022 Revolving Credit Bond 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 2022 Revolving Credit Bond specified in each Requisition submitted pursuant to Section 12(b) hereof. In addition, the Authority shall provide copies to Bond Counsel of each Requisition which involves the use of proceeds of the related Advance to pay capitalized interest on the Loan or which results in the aggregate amount of all Advances made by the Bank being greater than \$100,000,000. The Authority shall also provide Bond Counsel notice of any prepayments of principal on the Loan.

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 & Budget Senior 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 "Events of Default" defined in the Resolution shall constitute an Event of Default hereunder. In addition, the following events shall also constitute an "Event of Default" hereunder:

(a) This Credit Agreement or the 2022 Revolving Credit Bond shall be held or deemed to be or shall, in fact, be unenforceable in any context.

SECTION 17. REMEDIES. The Bank may sue to protect and enforce any and all rights 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; provided, in each case, such remedy is consistent with the remedies granted to Bondholders under the Resolution.

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 2022 Revolving Credit Bond 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 2022 Revolving Credit Bond) 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 2022 Revolving Credit Bond or for any claim based on the 2022 Revolving Credit Bond or on this Credit Agreement, against any present or former member or officer of the Governing Body or any person executing the 2022 Revolving Credit Bond.

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 2022 Revolving Credit Bond 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 Pledged Funds 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 2022 Revolving Credit Bond are freely assignable, in whole or in part, by the Bank and nothing herein or in the 2022 Revolving Credit Bond shall prohibit the Bank from pledging or assigning this Credit Agreement or the 2022 Revolving Credit Bond 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 2022 Revolving Credit Bond. In the event of any assignment, the rate of interest borne on the 2022 Revolving Credit Bond 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 2022 Revolving Credit Bond 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 2022 Revolving Credit Bond 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 DATE. This Credit Agreement shall become effective as of the date hereof.

[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 2022 PROJECT

Any capital improvement project to the Authority's water production, transmission and/or treatment facilities (the System) as identified and approved in the Authority's Board approved 5 year Capital Improvement Plan and 20 year Capital Needs Assessment (annually updated) or otherwise approved by the Authority Board of Directors. The 2022 Project shall initially include: (1) Regional Interconnect Loop Phase 3C Pipeline; (2) Regional Interconnect Loop Phase 2B Pipeline, (3) Peace River Reservoir #3, and (4) the Peace River Facility Expansion Project.

EXHIBIT B

FORM OF 2022 REVOLVING CREDIT BOND

NO. 1

PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
2022 REVOLVING CREDIT BOND

| <u>INTEREST RATE</u> | <u>MATURITY DATE</u> | <u>DATE OF ISSUE</u> |
|------------------------------|----------------------|----------------------|
| Variable, as described below | October 7, 2025 | October 7, 2022 |

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

AUTHORIZED AMOUNT: ONE HUNDRED 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 April 1, 2023. On the Maturity Date, the Authority will pay the Registered Owner all Outstanding Principal and all accrued unpaid interest thereon.

This 2022 Revolving Credit Bond 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.

"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) 24 basis points (0.24%), 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 2022 Revolving Credit Bond 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 2022 Revolving Credit Bond 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 2022 Revolving Credit Bond 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 a Revolving Credit Agreement, dated October 7, 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 2022 Revolving Credit Bond 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 2022 Revolving Credit Bond 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 2022 Revolving Credit Bond and the interest hereon are payable from and secured solely by a lien upon and a pledge of the Pledged Funds on a parity with Bonds Outstanding (as defined in the Resolution) from time to time, subject to the application thereof for the purposes and on the conditions permitted by the Resolution and the Credit Agreement; provided, however, moneys in the Reserve Account (as defined in the Resolution) shall not secure this 2022 Revolving Credit Bond.

This 2022 Revolving Credit Bond 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 2022 Revolving Credit Bond. This 2022 Revolving Credit Bond shall not constitute a lien upon any Project, or upon any property of or in the Authority, but shall be payable solely from the Pledged Funds on a parity basis with the Bonds Outstanding from time to time under the Resolution 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 2022 Revolving Credit Bond and the duties and obligations of the Authority hereunder.

In addition to all other rights contained in this 2022 Revolving Credit Bond if a Default (as defined in the Credit Agreement) occurs and as long as a Default continues, this 2022 Revolving Credit Bond 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 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 2022 Revolving Credit Bond shall bear interest at the rate otherwise payable hereon.

If this 2022 Revolving Credit Bond is not paid in full on the Maturity Date, the outstanding balance hereof will amortize with level semiannual principal payments over the subsequent three years with a final maturity date on a Business Day. Interest will also be payable semiannually during the three year period at the Term Out Rate. No Advances will be made under the Credit Agreement during this time period. "Term Out Rate" means the Prime Rate plus 2.0% per annum.

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 2022 Revolving Credit Bond, 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 2022 Revolving Credit Bond 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 2022 Revolving Credit Bond to be dated as of October 7, 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 2022 Revolving Credit Bond 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 2022 Revolving Credit Bond. The Authority shall on the next interest payment date following a Determination of Taxability (or if this 2022 Revolving Credit Bond 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 2022 Revolving Credit Bond 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 2022 Revolving Credit Bond 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 2022 Revolving Credit Bond 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 2022 Revolving Credit Bond 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 2022 Revolving Credit Bond 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 2022 Revolving Credit Bond 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 2022 Revolving Credit Bond 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 2022 Revolving Credit Bond until such time as the federal statute of limitations under which the interest on this 2022 Revolving Credit Bond 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 2022 Revolving Credit Bond absent manifest error, as shall be necessary to provide to the holder of this 2022 Revolving Credit Bond an after-tax yield on the then outstanding principal amount of this 2022 Revolving Credit Bond equal to the after-tax yield to the holder of this 2022 Revolving Credit Bond, 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: 2022 Revolving Credit Bond

AVAILABLE CREDIT: _____ DOLLARS

TO: PNC BANK, NATIONAL ASSOCIATION

You are hereby authorized and directed, pursuant to the provisions of the Revolving Credit Agreement, dated as of October 7, 2022 (the "Revolving Credit Agreement"), between the Peace River/Manasota Regional Water Supply Authority (the "Authority") and PNC Bank, National Association (the "Bank") and that certain 2022 Revolving Credit Bond, dated October 7, 2022, issued by the Authority (the "2022 Revolving Credit Bond"), 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 2022 Revolving Credit Bond. 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.

The proceeds of the Advance will be used to pay for costs related to the capital improvements described in Schedule I attached hereto. Use of the proceeds is in compliance with Section 14 of the Revolving Credit Agreement and the Certificate as to Arbitrage and Certain Other Tax Matters, dated October 7, 2022. [Indicate whether this Advance will result in the aggregate amount of all Advances made by the Bank being greater than \$100,000,000.] [Indicate whether any proceeds of the Advance will be used to pay interest on the Loan.]

All approvals, consents, authorizations and orders of all the Member Governments and any other governmental authority or agency having jurisdiction in any matter which would constitute a condition precedent to the performance by the Authority in order to commence and complete the 2022 Project to be paid for by this advance have been obtained and are in full force and effect.

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:

SCHEDULE I

DESCRIPTION OF USE OF PROCEEDS

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 5, 2022

REGULAR AGENDA
ITEM 4

Projects for State of Florida Grant Funding (Local Funding Initiatives)

Presenters - Terri Holcomb, Director of Engineering

Recommended Action - **Motion** to approve the pursuit of grant funding from the State Legislature in 2023 for three regional projects.

Three regional water supply projects are proposed for state funding through the State of Florida legislative local funding initiative programs in the house and senate. The projects and funding dollar requests are described in the table below. With Board approval, staff will work with the local legislative delegation on sponsorship for these projects.

| Project | Requested State Funds | Estimated Total Project Cost | Project Description |
|--------------------------------|------------------------------|-------------------------------------|--|
| Peace River Reservoir No. 3 | \$25.0 M | \$571.6 M | 9 BG Reservoir, New Intake Pump Station on River, new reservoir pump station, interconnecting pipelines to meet growing water supply needs in the region. |
| Phase 2B Regional Interconnect | \$5.0 M | \$75.0 M | 13-mile, 42-inch diam. water pipeline to meet growing need in Charlotte County Murdock and Rotunda/West County Rotunda. Second phase of this pipeline (not included in this cost estimate) will extend the line 19-miles north to connect with Carlton WTP in Sarasota County |
| Phase 3C Regional Interconnect | \$5.0 M | \$69.6 M | 9-mile, 42-inch diam. water pipeline and 10 MGD pumping station to meet growing need in northeast Sarasota County. The second phase of this pipeline project (not included in cost estimate) will extend the pipeline approximately 11-miles north and west to connect with Manatee County's Water system. |

Budget Action: No action needed

Attachments:

- Tab A Presentation Materials
- Tab B Project Brochures/Descriptions

TAB A
Presentation Materials



Projects for State of Florida Grant Funding (Local Funding Initiatives)

Regular Agenda Item 4

October 5, 2022



1



01 Project Locations

02 Projects and Estimated 2023 State Grant Funding Requests

03 Legislative & Funding Schedule

2

- 01 Project Locations**
- 02 Proposed Projects and Estimated 2023 Funding Requests
- 03 Legislative & Funding Schedule

3

- 01 Project Locations
- 02 Projects and Estimated 2023 State Grant Funding Requests**
- 03 Legislative & Funding Schedule

4

Phase 2B Project Cost

| | |
|--|--|
| FY2024 State Appropriation Request \$5M | FY2023-2026 Funds provided by Authority and/or other funding sources \$70M |
|--|--|

Estimated Total Cost \$75M

Project Schedule

| | | |
|---|--|-------------------------------------|
| Begin Project Design October 2022 | Begin Construction January 2024 | Project Completion March 2026 |
|---|--|-------------------------------------|







Phase 2B Regional Water Transmission Pipeline

5

Phase 3C Project Cost

| | |
|--|--|
| FY2023 State Appropriation Request \$5M | FY2023-2025 Funds provided by Authority and/or other funding sources \$64.6M |
|--|--|

Estimated Total Cost \$69.6M

Project Schedule

| | | |
|---|--|-------------------------------------|
| Begin Project Design October 2022 | Begin Construction April 2023 | Project Completion March 2025 |
|---|--|-------------------------------------|

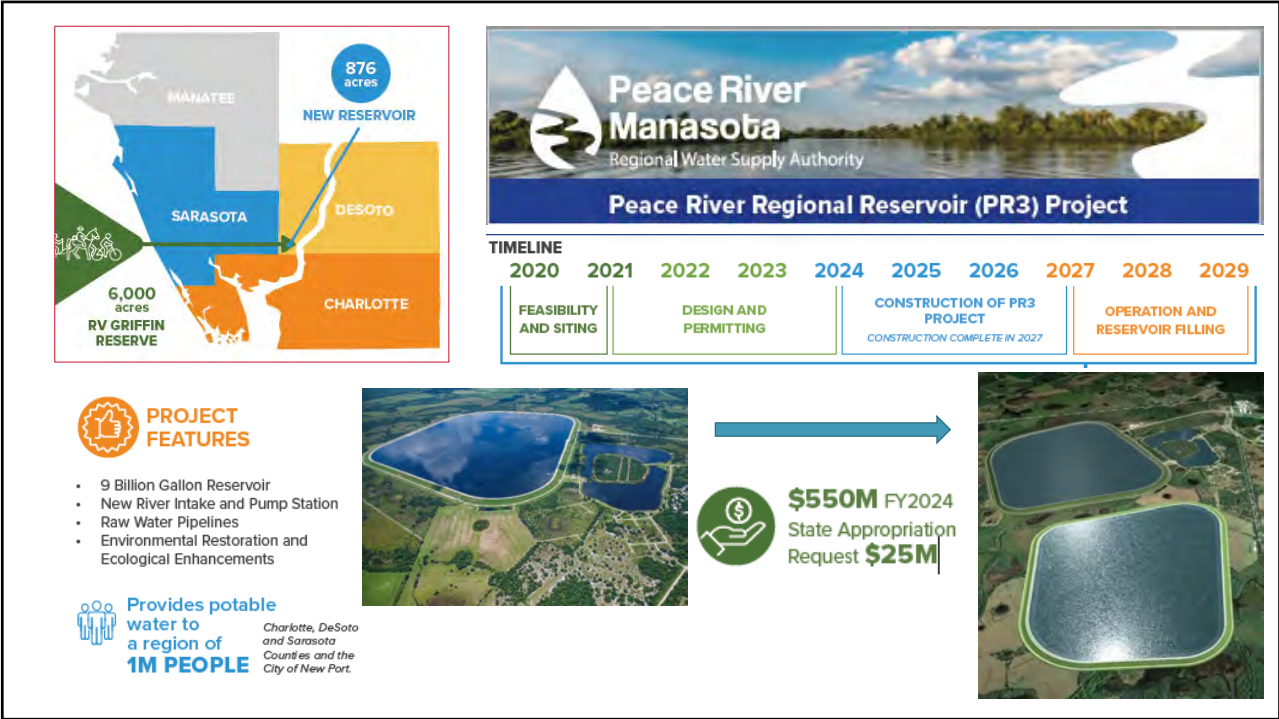






Phase 3C Regional Water Transmission Pipeline

6



Peace River Manasota
Regional Water Supply Authority

Peace River Regional Reservoir (PR3) Project

TIMELINE

| 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 |
|------------------------|------|-----------------------|------|------|-----------------------------|-------------------------------|------|---------------------------------|------|
| FEASIBILITY AND SITING | | DESIGN AND PERMITTING | | | CONSTRUCTION OF PR3 PROJECT | CONSTRUCTION COMPLETE IN 2027 | | OPERATION AND RESERVOIR FILLING | |

PROJECT FEATURES

- 9 Billion Gallon Reservoir
- New River Intake and Pump Station
- Raw Water Pipelines
- Environmental Restoration and Ecological Enhancements

Provides potable water to a region of **1M PEOPLE**

Charlotte, DeSoto and Sarasota Counties and the City of New Port.

\$550M FY2024 State Appropriation Request **\$25M**

7



01 Project Locations

02 Projects and Estimated 2023 State Grant Funding Requests

03 Legislative & Funding Schedule

8

2023 Legislative & Funding Schedule

- ✓ After November 8, 2022: Local Delegation Meetings
- ✓ March 7, 2023: Legislative Session Begins
- ✓ April 25, 2023: Last Day of Regularly Scheduled Committee Meetings
- ✓ May 5, 2023: Legislative Session Ends
- ✓ By June 30, 2023: Governor Authorizes Funded Projects

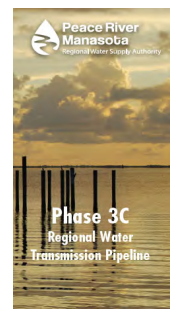


9



Projects for State of Florida Grant Funding (Local Funding Initiatives)

QUESTIONS



10

TAB B
Project Brochures/Descriptions



Peace River Manasota

Regional Water Supply Authority

Peace River Regional Reservoir (PR3) Project

TIMELINE

2020 2021 2022 2023 2024 2025 2026 2027 2028 2029

FEASIBILITY AND SITING

DESIGN AND PERMITTING

CONSTRUCTION OF PR3 PROJECT

CONSTRUCTION COMPLETE IN 2027

OPERATION AND RESERVOIR FILLING



PROJECT FEATURES

- 9 Billion Gallon Reservoir
- New River Intake and Pump Station
- Raw Water Pipelines
- Environmental Restoration and Ecological Enhancements



PROJECT BUDGET \$550M

FY2024 State Appropriation Request **\$25M**



Communication with key stakeholders will continue throughout the duration of the project.



Provides potable water to a region of 1M PEOPLE

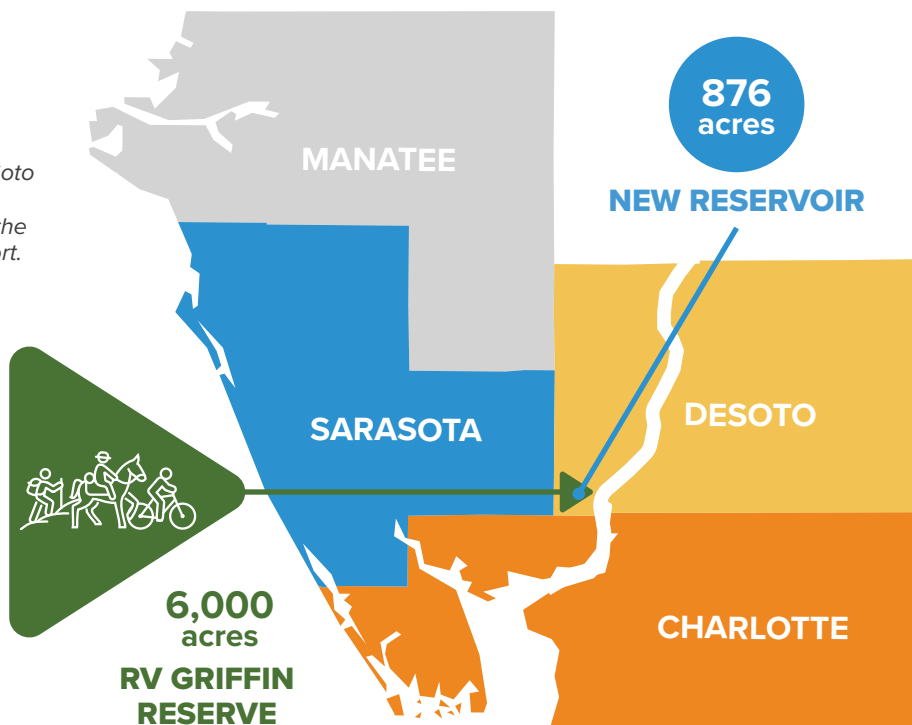
Charlotte, DeSoto and Sarasota Counties and the City of New Port.



The average household uses 250 Gallons of Potable Water a day.



The project will seek **Envision Verification**, continuing the Authority's legacy of providing cost-effective and forward-thinking solutions to water challenges.



COMMUNITY BENEFITS

- Water Resources
- Environmental Restoration
- Equestrian Trails
- Hiking/Biking Trails
- Publicly-Owned Lands



DID YOU KNOW?

- We can only withdraw water from the Peace River when the needs of downstream habitats are met.
- Our off stream reservoir system provides our region water during the dry season or in times of drought.



CONTACT INFORMATION

Peace River Manasota Regional Water
 5413 Town Center Parkway
 Lakewood Ranch, FL 34202
 941-316-1776
 PR3@regionalwater.org
 regionalwater.org

Board of Directors

Sarasota

Alan Maio, Chair
amaio@scgov.net | 941-861-5000

DeSoto

Elton A. Langford, Vice-Chair
e.langford@desotobocc.com | 863-993-4800

Charlotte

Bill Truex
Bill.Truex@CharlotteCountyFL.gov | 941-743-1300

Manatee

George Kruse
george.kruse@mymanatee.org | 941-745-3714

Staff Leadership

Mike Coates, Executive Director
mcoates@regionalwater.org

Terri Holcomb, Director of Engineering
Richard Anderson, Director of Operations
Jim Guida, Director of Water Resources and Planning

The Peace River Manasota Regional Water Supply Authority is a regional water supplier providing wholesale drinking water to support economic growth and quality of life in west-central Florida. The Authority customers include Charlotte, DeSoto, Manatee, and Sarasota counties and the City of North Port. Customers benefit from the economy of scale, environmental stewardship, and the reliability, and resiliency provided by interconnecting supply sources through the regional transmission system.

Phase 2B
Regional Water
Transmission Pipeline

Our supply.

Our Peace River production facility is located in Southwest DeSoto County. It currently produces 30 million gallons of drinking water daily to meet the needs of Charlotte, Desoto, Sarasota counties, and the City of North Port. Ours is an alternative supply, harvesting a small percentage of flow from the Peace River during high flow periods and storing that resource in large off-stream reservoirs. Our regional water transmission system includes 80 miles of large diameter pipelines interconnecting sources and demand areas in the region. In the last twelve years, the regional transmission system has been expanded by 36 miles, with new pipelines in Sarasota, Charlotte, and DeSoto counties. These will meet increasing local and regional drinking water needs and provide the water supply system resiliency required for service during emergencies.

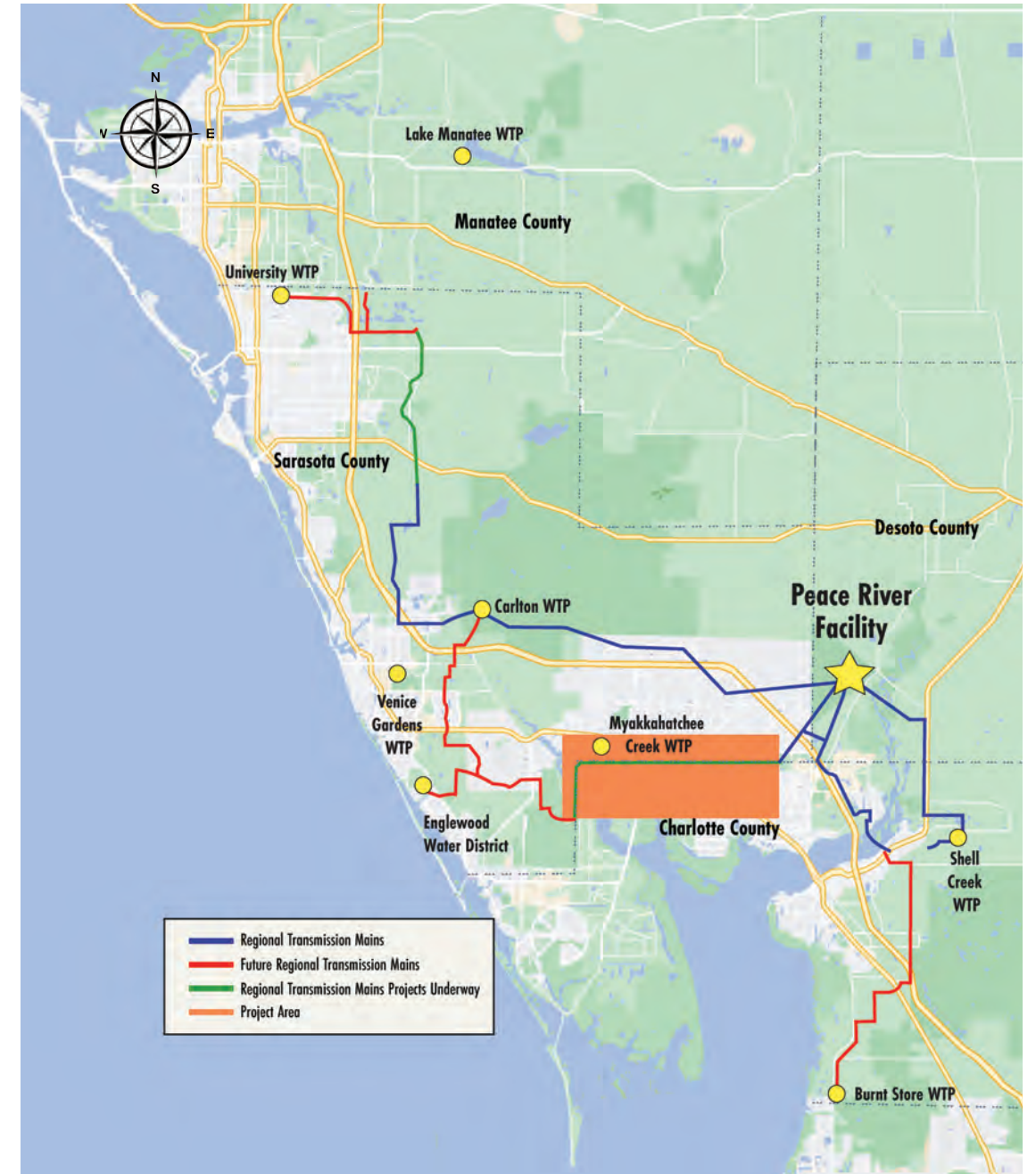
Where we are going.

The next expansion of the regional transmission system includes the Phase 2B Regional Water Transmission Pipeline. This 42-inch pipe extends the regional system 14 miles further west in Charlotte County, to the Englewood and Rotunda area to meet the growing water needs in West Charlotte County. Future extensions of the regional transmission system will be north through Englewood and Wellen Park to the Carlton Water Treatment Facility in Sarasota County. In the past 30 years, the Authority has expanded alternative water supply to include 6.5 billion gallons of off-stream reservoir storage, 51 million gallons per day of treatment capacity, and the largest Aquifer Storage and Recovery system in the eastern United States.

The Phase 2B Regional Water Transmission Pipeline represents the next critical step in the expansion of the regional drinking water access for our customers. The project has the following benefits:

- Meets fast-growing water supply needs in western Charlotte County and supports future extension of the regional transmission system north to the Carlton Water Treatment Plant in Sarasota County;
- Interconnects alternative water supplies supporting the providing regional connectivity and reliability Southern Water Use Caution Area Recovery Plan;
- Increases system resiliency to drought, hurricanes, floods and climate change, insuring a highly reliable drinking water supply;

The Authority's regional transmission system includes 80 miles of large diameter pipe, that interconnects the region, providing a resilient and secure water supply for residents and businesses.



Phase 2B Project Cost

FY2024

State Appropriation Request \$5M

FY2023-2026

Funds provided by Authority and/or other funding sources \$70M

Estimated Total Cost \$75M



Project Schedule

Begin Project Design
October 2022

Begin Construction
January 2024

Project Completion
March 2026



Phase 3C Project Cost

FY2023

State Appropriation
Request \$5M

FY2023-2025

Funds provided by
Authority and/or other
funding sources \$64.6M

Estimated Total Cost \$69.6M

Project Schedule

Begin
Project
Design
October
2022

Begin
Construction
April
2023

Project
Completion
March 2025



**Peace River
Manasota**

Regional Water Supply Authority

Board of Directors

Sarasota

Alan Maio, Chair
amaio@scgov.net | 941-861-5000

DeSoto

Elton A. Langford, Vice-Chair
e.langford@desotobocc.com | 863-993-4800

Charlotte

Bill Truex
Bill.Truex@CharlotteCountyFL.gov | 941-743-1300

Manatee

George Kruse
george.kruse@mymanatee.org | 941-745-3714

Staff Leadership

Mike Coates, Executive Director
mcoates@regionalwater.org

Terri Holcomb, Director of Engineering
Richard Anderson, Director of Operations
Jim Guida, Director of Water Resources and Planning

Phase 3C Regional Water Transmission Pipeline



**Peace River
Manasota**

Regional Water Supply Authority

9415 Town Center Parkway
Lakewood Ranch, FL 34202
941-316-1776



Project Description

Our production facility is located in southwest DeSoto County. We can produce 51 million gallons per day of drinking water for Charlotte, DeSoto, and Sarasota County utilities and the City of North Port. The Peace River is an alternative water supply. The Authority’s regional transmission system features 80 miles of large diameter pipe that interconnects the region. It’s a resilient and secure water supply for residents and businesses.

In the last twelve years, our regional drinking water transmission system has expanded 36 miles. New pipelines in Sarasota, Charlotte and DeSoto counties are meant to meet growing drinking water needs and provide the connections needed maintain water supply during emergencies.

The Phase 3C Regional Water Transmission Pipeline is the next step. It will extend the regional transmission system 10 miles further north in Sarasota County to Fruitville Road to meet the growing water needs in northern Sarasota County and prepare for the final piece of regional pipeline connection with Manatee County in the future.

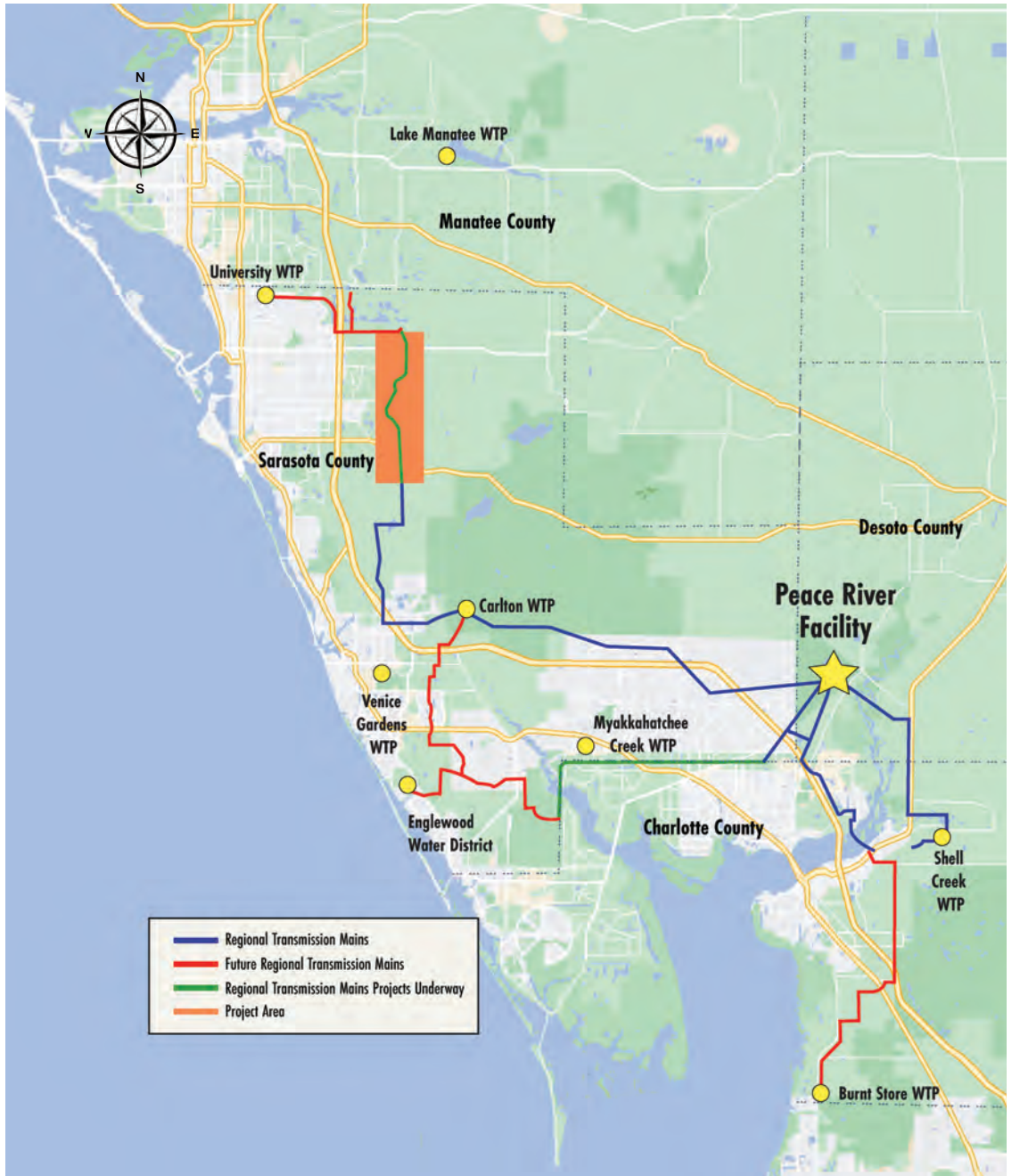
Most of our extensive regional water supply system was constructed over the last two decades with the goal of interconnecting sources with demand areas to meet growing needs and provide system resiliency. The Peace River is an alternative water supply and our facility includes off-stream reservoirs (6.5 billion gallons capacity) and Aquifer Storage and Recovery (ASR) wells (6 billion gallons capacity). Our ASR system is the largest in the Eastern United States.

Project Need/Benefit

The Phase 3C Regional Water Transmission Pipeline is the next expansion to meet the needs of our customers.

The project has the following benefits:

- Supports future interconnection of the two largest drinking water systems in the region – Manatee County and the Peace River Manasota Regional Water Supply Authority;
- Interconnects alternative water supplies providing regional connectivity and reliability in the Southern Water Use Caution Area Recovery Plan;
- Increases resiliency to drought, hurricanes, floods and climate change, insuring a highly reliable drinking water supply;



PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 5, 2022

REGULAR AGENDA
ITEM 5

SWFWMD FY2024 Cooperative Funding Initiative
Updated Project Co-Funding Applications

Presenter - James P. Guida, P.G., Director of Water Resources & Planning

Recommended Action - **Motion** to authorize submittal of the Authority’s FY2024 Cooperative Funding Initiative Applications to the Southwest Florida Water Management District for five regional projects and approve recommended project cooperative funding ranking.

FY2024 Cooperative Funding Initiative applications for the Southwest Florida Water Management District (SWFWMD) are due October 7, 2022. Five (5) 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 and updated cost estimates for the Peace River Reservoir No. 3 (PR3), Phase 3C Interconnect and Phase 2B Interconnect Projects are shown in the table below. Updated costs for the PR3 Project are based upon recent 15% Design stage cost estimate, and those for the Phase 3C and 2B Interconnect Projects reflect the cost estimates from their respective Interlocal Agreements.

| Rank | Project | Estimated Total Project Cost |
|------|--|------------------------------|
| 1 | Peace River Reservoir No. 3 Project – Final Design and Construction | \$559,000,000 |
| 2 | Regional Integrated Loop System Phase 3C Interconnect – Design-Build | \$69,600,000 |
| 3 | Regional Integrated Loop System Phase 2B Interconnect – Design-Build | \$75,000,000 |
| 4 | Integrated Regional Water Supply Master Plan 2025 | \$700,000 |
| 5 | 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 FY2024 Updated Cooperative Funding Initiative Applications

Regular Agenda Item 5

October 5, 2022



1



**01 Update Project Costs for
FY24 Cooperative Funding
Requests vs. August
Board**

**02 Board Authorization to Submit
Updated Costs with CFI
Applications**

2



Five FY2024 CFI Projects

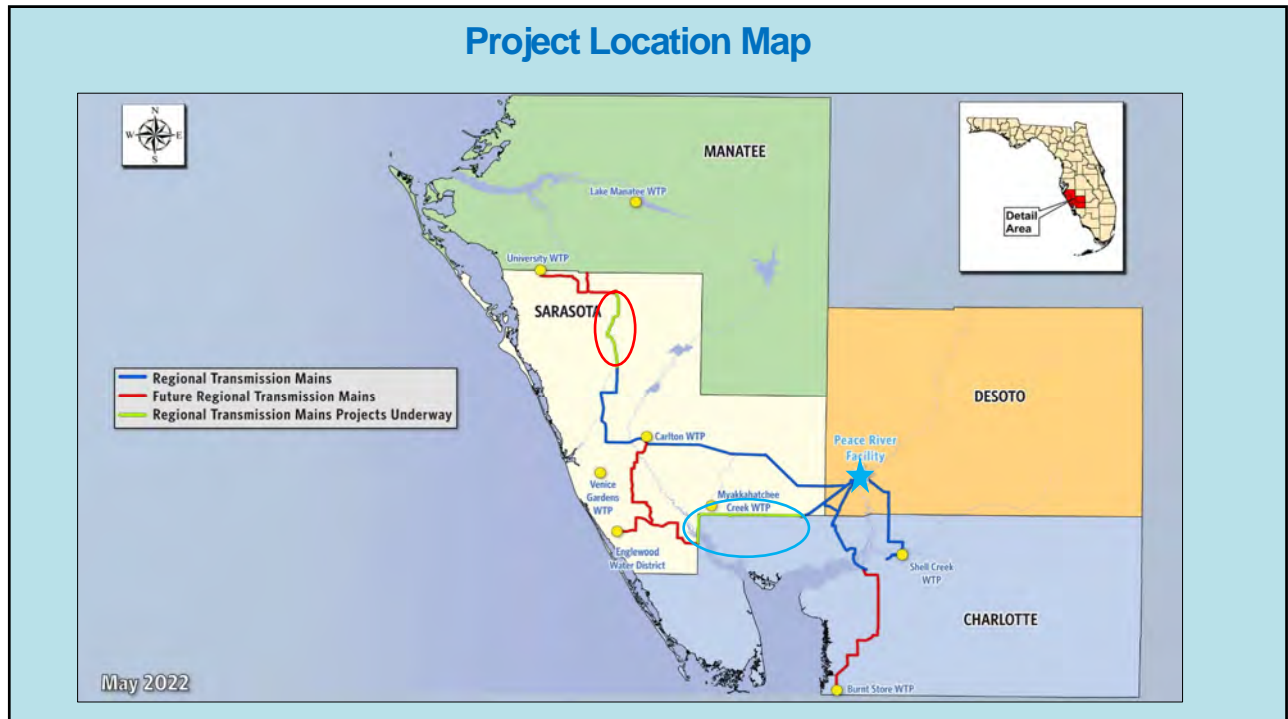
Cost Updates for Three Projects:

1. Peace River Reservoir No. 3 Final Design & Construction (PR3)
2. Regional Loop Phase 2B Interconnect Design Build
3. Regional Loop Phase 3C Interconnect Design Build

Costs Unchanged for Two Projects:

4. Integrated Regional Water Supply Master Plan 2025
5. Regional Reclaimed Water Supply Feasibility Study

3



4



Reasons for Updates and Recommendations

➤ District Governing Board Policy Update

- Construction project cost increases won't be considered for additional funding after agreements executed
- Cost estimates need to be conservative
- Previous Estimates Based Upon:
 - Siting & Siting Report – PR³
 - Routing & Feasibility Studies - Phases 2B & 3C
- Estimate reliability increases as Design progresses

➤ PR³ - 15% Design Now Complete

- Best Available Cost Estimate

➤ Phase 2B & 3C

- Only in Preliminary Design
- Adjust to be consistent with Interlocal Agreements
- Interlocal Agreement > Routing & Feasibility Estimates

5

FY2024 CFI Applications

Comparison of August Co-Funding Costs with October Updated Costs

| Rank | Project | August Board Approved Co-Funding \$\$ | October Revised Co-Funding \$\$ | Difference |
|--|--|---------------------------------------|---------------------------------|----------------------|
| Updated Cost Estimates & Ranking for CFI Applications | | | | |
| 1 | PR ³ Project – Final Design & Construction | \$335,650,000 | \$559,000,000 | \$223,350,000 |
| 2 | Phase 3C Interconnect – Design-Build | \$59,000,000 | \$69,600,000 | \$10,600,000 |
| 3 | Phase 2B Interconnect – Design-Build | \$70,271,000 | \$75,000,000 | \$4,729,000 |
| 4 | Integrated Regional Water Supply Master Plan - 2025 Update | \$700,000 | \$700,000 | \$0 |
| 5 | Regional Reclaimed Water Supply System Feasibility Study | \$400,000 | \$400,000 | \$0 |
| TOTAL: | | \$466,021,000 | \$704,700,000 | \$238,679,000 |

6

FY2024 CFI Applications

Final Proposed Projects, Ranking, Requested Match

| Rank | Project | Estimated Total Project Cost | Requested Match | Authority Funds |
|--|--|------------------------------|----------------------|----------------------|
| Updated Cost Estimates & Ranking for CFI Applications | | | | |
| 1 | PR ³ Project – Final Design & Construction | \$559,000,000 | \$269,500,000 | \$289,500,000 |
| 2 | Phase 3C Interconnect – Design-Build | \$69,600,000 | \$35,050,000 | \$34,550,000 |
| 3 | Phase 2B Interconnect – Design-Build | \$75,000,000 | \$37,250,000 | \$37,750,000 |
| 4 | Integrated Regional Water Supply Master Plan - 2025 Update | \$700,000 | \$350,000 | \$350,000 |
| 5 | Regional Reclaimed Water Supply System Feasibility Study | \$400,000 | \$200,000 | \$200,000 |
| TOTAL: | | \$704,700,000 | \$342,350,000 | \$362,350,000 |

7



Recommended Motion:

MOTION:

To authorize submittal of the Authority's Updated FY2024 Cooperative Funding Initiative Applications to the Southwest Florida Water Management District for five regional projects and approve recommended project cooperative funding ranking.

8

**FY 2024 Cooperative Funding Initiative Applications – Project Descriptions and
Location Map**

FY2024 Cooperative Funding Initiative Project Descriptions & Location Map

Peace River Regional Reservoir No. 3 (PR³) – Final Design and Construction

Location: Peace River Facility in DeSoto County

Total Cost: \$571,655,000

| Component / Phase | Estimated Cost |
|--|----------------|
| Final Design, Permitting, and Construction | \$559,000,000 |

Project Details: At the request of Authority members, additional water supply capacity is required to be online by 2028. As approved by the Authority Board in August, the PR³ project coupled with expansion of the treatment capacity of the Authority’s Peace River Facility (collectively known as the Surface Water Supply Expansion Project) will yield 18 MGD in allocable average day supply and is the next Alternative Water Supply (AWS) source to be developed to meet member needs. It is anticipated that the PR³ 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.

Completion Schedule: Final Design and Construction – 52 months (Oct. 2023 – January 2028)

Project Benefits: As identified in the SWFWMD 2022-2026 Strategic Plan, Regional Priorities and Objectives for the Southern Region – SWUCA Recovery (page 19), the Peace River Regional Reservoir No. 3 (PR³) project is a component of the 21 MGD of AWS sources identified in the objectives to “Ensure a sustainable water supply”.

Funding Schedule: The difference between Total and Estimated Component/Phase Costs is associated with Preliminary Design and related activities. Projected funding and expenditures are shown below.

| Final Design & Construction | FY2023 | FY2024 | FY2025 | FY2026 | FY2027 | FY2028 | Total |
|--|--------------------|---------------------|----------------------|----------------------|----------------------|---------------------|----------------------|
| Authority | \$4,500,000 | \$45,000,000 | \$75,000,000 | \$75,000,000 | \$75,000,000 | \$15,000,000 | \$289,500,000 |
| SWFWMD | \$0 | \$29,500,000 | \$75,000,000 | \$75,000,000 | \$75,000,000 | \$15,000,000 | \$269,500,000 |
| Total | \$4,500,000 | \$74,500,000 | \$150,000,000 | \$150,000,000 | \$150,000,000 | \$30,000,000 | \$559,000,000 |

PRMRWSA Regional Integrated Loop System Phase 3C Interconnect and Pump Station [Clark Road to Fruitville Road segment]

Location: Sarasota County

Total Cost: \$69,600,000

| Component / Phase | Estimated Cost |
|--|----------------|
| Final Design, Permitting, and Construction of the Phase 3C Interconnect and Pump Station | \$69,600,000 |

Project Details: The Phase 3C Interconnect is an Alternative Water Supply (AWS) project that supports SWUCA recovery through conjunctive use of surface and ground water 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. The April 2022 Interlocal Agreement between the Authority and Sarasota County for the Phase 3C Regional Interconnect provides that the Authority will make all reasonable efforts to complete this project by March 2025. Final design, permitting and construction for this Project will be completed through an Alternative Delivery Method. The Authority Board selected a contractor to provide Progressive Design-Build Services at its August 2022 meeting. Final Design, Permitting, and Construction costs are included in this funding request.

Completion Schedule: Final Design, Permitting, and Construction – 18 months (Oct. 2023 – March 2025)

Project Benefits: As identified in the SWFWMD 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 AWS sources identified in the objectives to “Ensure a sustainable water supply”, and also supports the District’s goal to “increase the percentage of total water use supplied by alternative sources” (Strategic Plan, Page 19).

Funding Schedule: Projected funding and expenditures are shown below.

| Final Design & Construction | FY2023 ¹ | FY2024 ² | FY2025 | Total |
|-----------------------------|---------------------|---------------------|---------------------|---------------------|
| Authority | \$1,250,000 | \$15,430,000 | \$17,870,000 | \$34,550,000 |
| SWFWMD ¹ | \$3,750,000 | \$13,430,000 | \$17,870,000 | \$35,050,000 |
| Total | \$5,000,000 | \$28,860,000 | \$35,740,000 | \$69,600,000 |

¹ The \$3.75 Million in FY2023 includes \$1.25 Million from SWFWMD and \$2.5 Million from FDEP

² The additional \$2.0 Million from the Authority in FY2024 is for mitigation (ineligible for SWFWMD CFI Funding)

Regional Integrated Loop System Phase 2B Interconnect [Serris Blvd. to Gulf Cove]

Location: Charlotte & Sarasota Counties

Total Cost: \$75,000,000

| Component / Phase | Estimated Cost |
|---|----------------|
| Final Design, Permitting, and Construction of the Phase 2B Interconnect | \$75,000,000 |

Project Details: The Phase 2B Interconnect is an Alternative Water Supply (AWS) project that supports SWUCA recovery through conjunctive use of surface and ground water 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. The Interlocal Agreement between the Authority and Charlotte County for the Phase 2B Regional Interconnect provides that the Authority will make all reasonable efforts to complete this project by March 2026. Final design, permitting and construction for this Project will be completed through an Alternative Delivery Method. The Authority Board selected a contractor to provide Progressive Design-Build Services at its August 2022 meeting. 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 AWS sources identified in the objectives to “Ensure a sustainable water supply” and also supports the District’s goal to “increase the percentage of total water use supplied by alternative sources” (Strategic Plan, Page 19).

Funding Details: Projected funding and expenditures are shown below.

| Final Design & Construction | FY2023 ¹ | FY2024 ² | FY2025 | FY2026 | Total |
|-----------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Authority | \$750,000 | \$15,437,500 | \$14,437,500 | \$7,125,000 | \$37,750,000 |
| SWFWMD | \$2,250,000 | \$13,437,500 | \$14,437,500 | \$7,125,000 | \$37,250,000 |
| Total | \$3,000,000 | \$28,875,000 | \$28,875,000 | \$14,250,000 | \$75,000,000 |

¹ The \$2.25 Million in FY2023 includes \$0.750 Million from SWFWMD and \$1.5 Million from FDEP

² The additional \$2.0 Million from the Authority in FY2024 is for mitigation (ineligible for SWFWMD CFI Funding)

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 and update the Authority’s 2020 Integrated Regional Water Supply Plan (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 with its integration 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 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 |

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 Integrated Regional Water Supply Plan Update (IRWSMP), with pertinent findings being integrated into the forthcoming IRWSP 2025 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 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, and recommended further investigation into the feasibility of the Authority assisting in furthering the beneficial reuse of reclaimed water as a potential AWS source for the region. 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.

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

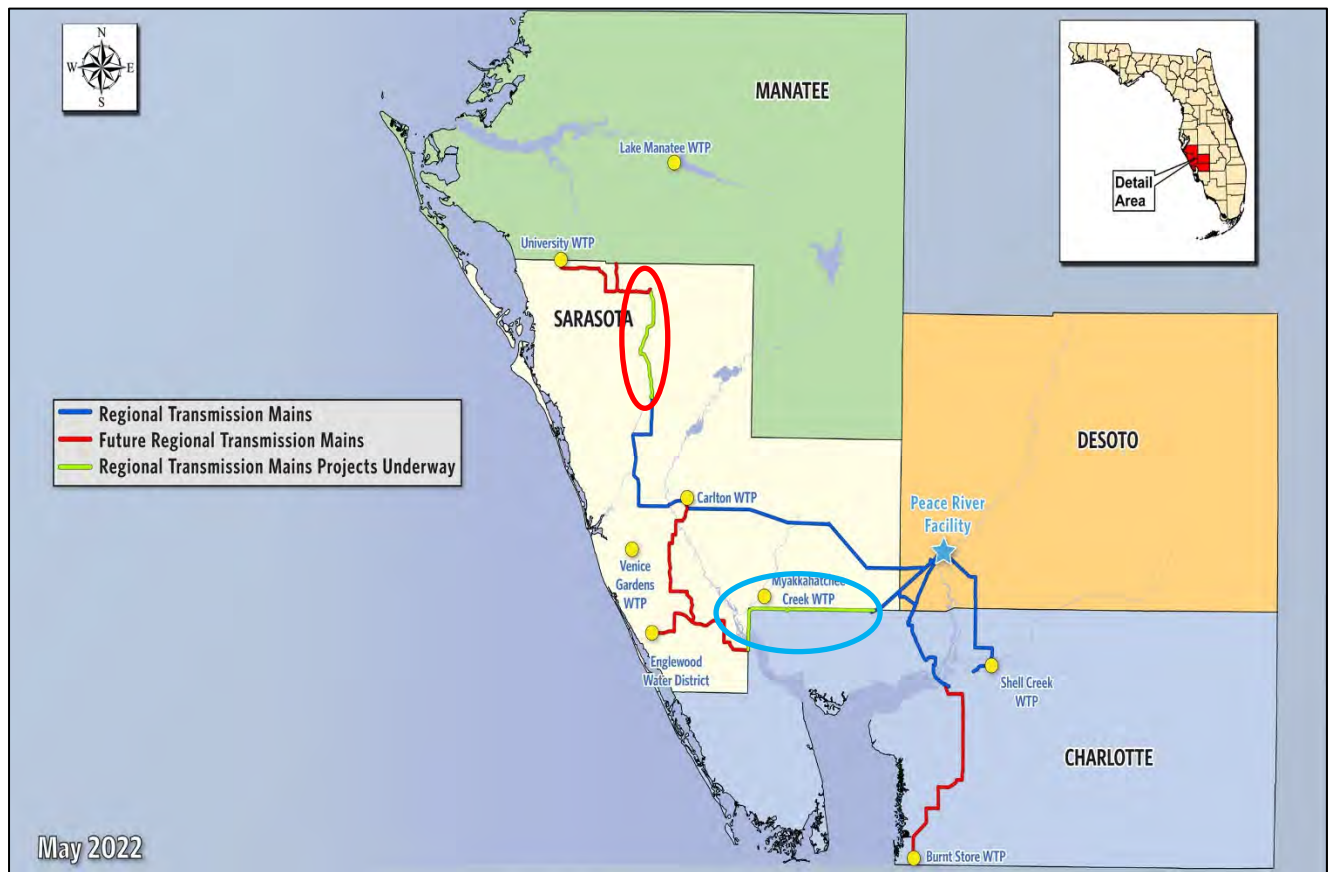
Peace River Regional Reservoir (PR³) ★

Phase 3C Interconnect and Pump Station ○

Phase 2B Interconnect ○

Integrated Regional Water Supply Plan - Regionwide

Reclaimed Water Supply System Feasibility Study - Regionwide



PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 5, 2022

REGULAR AGENDA
ITEM 6

Regional Integrated Loop Phase 3C Pipeline Phase 1 Services Contract Approval

Presenter - Mike Knowles, Engineering & Projects Sr. Manager

Recommended Action - **Motion** to approve the Regional Integrated Loop Phase 3C Pipeline Contract and Phase 1 Services in the amount of \$3,545,450 and authorize the Executive Director to make minor, non-monetary modifications to the Contract.

The Regional Integrated Loop Phase 3C Pipeline 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 Pipeline 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 Garney Companies, Inc. Design-Build Team was approved at the August 3rd Board meeting to deliver the Progressive Design Build Project. The Progressive Design Build delivery method was chosen due to the compressed schedule to have the Project online to meet Sarasota County's needs by March of 2025. The Interlocal Agreement between the Authority and Sarasota County for the Regional Integrated Loop Phase 3C Pipeline Project was also approved by the Board in April of 2022.

The Regional Integrated Loop Phase 3C Pipeline Project - Phase 1 Scope and Fee for 60% Design Services are intended to develop the design of the pipelines and pump station to a 60% design level as well as provide the Authority with a GMP to complete the remaining design, permitting and construction as part of Phase 2 of the Project.

The Regional Integrated Loop Phase 3C Pipeline Project – Phase 2 Contract Addendum for final design, construction permitting, construction, testing, commissioning, turnover services, and development of the GMP is scheduled to be presented for Board consideration and approval at the February 2023 Board Meeting.

The Regional Integrated Loop Phase 3C Project is scheduled for substantial completion by March 1, 2025.

Budget Action – No action is needed.

Attachments:

Tab A Presentation Materials

Tab B Regional Integrated Loop Phase 3C Pipeline Contract

TAB A
Presentation Materials



Regional Integrated Loop Phase 3C Pipeline Phase 1 Services Contract Approval

Regular Agenda Item 5

October 5, 2022



1



- 01** Background
- 02** Progressive Design-Build Phase 1 Contract
- 03** Next Steps & Schedule
- 04** Motion

2



01 Background

April 6, 2022

Board Approval of the Preferred Route

Board Approval of the Interlocal Agreement

June 1, 2022, Board Meeting

SOQ Progressive Design-Build (Info. Only)

August 3, 2022, Board Meeting

Board Approval to Begin Negotiations with Recommended Contractor



3



01 Background

02 Design-Build Team Phase 1 Contract

03 Next Steps & Schedule

04 Motion

4

Progressive Design-Build Phase 1 Contract



Peace River Manasota Regional Water Supply Authority

Basis of Design Report

for

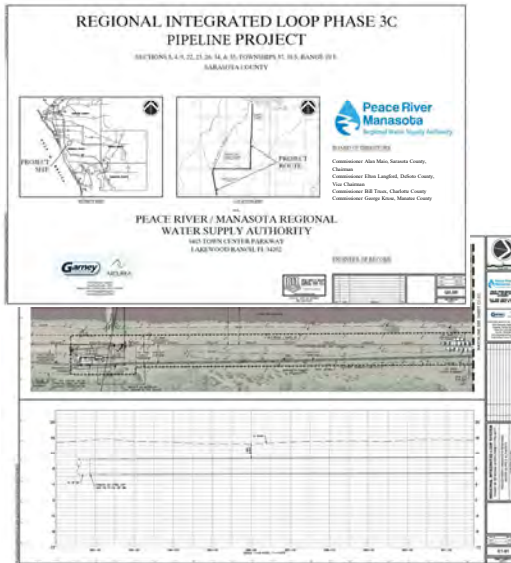


the Phase 3C Pipeline
9425 Town Center Parkway
Lakewood Ranch, FL 34202



2700 University Parkway
Sarasota, FL 34241

December 2022



Basis of Design Report
December 8, 2022

60% Design
January 10, 2023

Guaranteed Maximum Price
January 17, 2023

5

Progressive Design-Build Phase 1 Coordination



| Task No. | Task Name | Not-to-exceed Payment Amount |
|----------|------------------------|------------------------------|
| 1 | Project Coordination | \$ 326,581.00 |
| 2 | Meetings and Workshops | \$ 149,355.00 |
| 3 | Utility Coordination | \$ 101,538.00 |
| 4 | Basis of Design Report | \$ 218,064.00 |
| 5 | Field Investigation | \$ 445,404.00 |
| 6 | Engineering Evaluation | \$ 203,473.00 |
| 7 | 60% Design | \$ 1,082,143.00 |
| 8 | Preliminary Permitting | \$ 109,636.00 |
| 9 | GMP Development | \$ 299,194.00 |
| 10 | Public Engagement | \$ 25,062.00 |
| 11 | Allowances | \$ 585,000.00 |
| Total → | | \$ 3,545,450.00 |



Residents of
Sarasota County

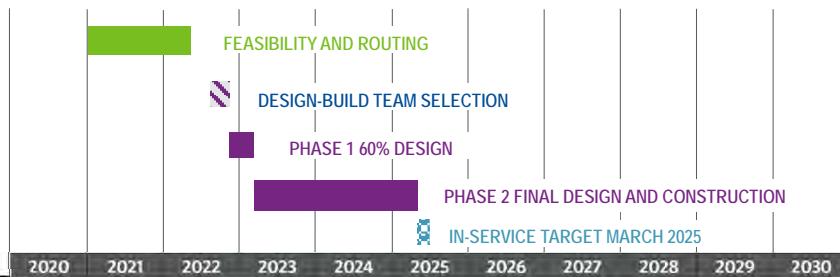
6



- 01 Background
- 02 Design-Build Team
Phase 1 Contract
- 03 Next Steps & Schedule**
- 04 Motion

7

03 Next Steps and Schedule



Pipeline in service by 2025

- ✓ 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) – October 2022
 - Early Procurement Package & Resolution of Necessity – December 2022
 - Progressive Design-Build Team Phase 2 (Final Design & Const.) GMP – February 2023
 - Final Design and Substantial Construction Completion – March 2025

8



- 01 Background
- 02 Design-Build Team
Phase 1 Contract
- 03 Next Steps & Schedule
- 04 Motion**

9

04 Motion

Motion: **Motion** to approve the Regional Integrated Loop Phase 3C Pipeline Contract and Phase 1 Services in the amount of **\$3,545,450.00** and authorize the Executive Director to make minor, non-monetary modifications to the Contract.

10

TAB B
Regional Integrated Loop Phase 3C Pipeline Contract

**Progressive Design-Build Agreement
for the Regional Integrated Loop Phase 3C Pipeline Project**

This Agreement (“Agreement”) is entered into this ____ day of _____, 2022 by and between the Peace River Manasota Regional Water Supply Authority an interlocal government agency of the State of Florida existing under Sections 163.01 and 373.713, Florida Statutes (“Authority” or “Owner”) and Garney Companies, Inc., a corporation authorized to do business in the State of Florida. (“Design-Builder”).

Background

The Authority intends to design and construct a project known as the Regional Integrated Loop Phase 3C Pipeline Project (the “Project”).

The Authority and Design-Builder will implement the Project in two sequential phases:

- **Phase 1 – Preconstruction:** Design-Builder will perform initial design and preconstruction services and will develop a schedule and price proposal for the Phase 2 services. Exhibit 1.1 provides the Scope of Design-Builder Services for Phase 1.
- **Phase 2 – Final Design and Construction:** If the Authority accepts the price proposal for the Phase 2 services, Design-Builder will complete design, permitting, construction and post-construction tasks, including performance testing, commissioning, training, support, and turnover. The parties will then develop and execute a contract amendment (known as the Guaranteed Maximum Price Amendment) setting forth the parties’ obligations for Phase 2.

In consideration of the mutual covenants and obligations contained herein, the Authority and Design-Builder agree as follows.

Article 1
The Work

1. The Work will be performed under two phases, and will consist of the following:
 - 1.1. Phase 1 – Preliminary Design and Preconstruction Services. Design-Builder will perform the Phase 1 Services set forth in Exhibit 1.1. As set forth more fully in Article 8, the Phase 1 Services includes Design-Builder providing Owner with a proposal that will establish the commercial terms for the Final Design and Construction Phase (Phase 2) Services, including but not limited to the Guaranteed Maximum Price and Scheduled Substantial Completion Date. Design-Builder acknowledges that Owner is under no obligation to accept the proposal, and that Owner has the right to terminate this Agreement in accordance with Article 8.
 - 1.2. Phase 2 – Final Design and Construction Services. Design-Builder will perform the Final

Design and Construction Phase in accordance with the Contract Amendment and the General Conditions.

Article 2
General Conditions and Exhibits

2. General Conditions and Exhibits

2.1. General Conditions and Defined Terms. Terms used in this Agreement have the meanings provided in the General Conditions which is attached to and is part of this Agreement.

2.2. Exhibits. The following exhibits are part of this Agreement:

- Exhibit 1.1 Design-Builder's Phase 1 Services
- Exhibit 3.2 Phase 1 Services Milestones
- Exhibit 4.1 Compensation for Phase 1 Services
- Exhibit 6.1.2 List of documents that Owner will provide to Design-Builder
- Exhibit 7.1 Project Design Criteria
- Exhibit 9.1 Federal and State Contract Requirements

Article 3
Contract Time

3.1 Date of Commencement

3.1.1 Design-Builder shall commence the Phase 1 Services upon Design-Builder's receipt of Owner's Notice to Proceed ("NTP with Phase 1 Services"). Owner will issue an NTP within seven (7) days after the Effective Date of the Agreement unless the Parties mutually agree otherwise in writing.

3.1.2 Design-Builder shall commence the Phase 2 Services upon Design-Builder's receipt of Owner's Notice to Proceed ("NTP with Phase 2 Services"). Owner will issue an NTP within seven (7) days after the Effective Date of the Guaranteed Maximum Price Amendment, unless the Parties mutually agree otherwise in writing.

3.2 Schedule for Performance of Phase 1 Services.

3.2.1 Design-Builder shall perform the Phase 1 Services in accordance with the time periods set forth in Exhibit 3.2, "Phase 1 Services Milestones."

3.2.2 Within fourteen (14) days from the NTP with Phase 1 Services, Design-Builder shall submit to Owner, for its review and approval, a proposed Phase 1 Services Schedule that includes, among other things: (a) the order in which Design-Builder proposes to carry

out the Phase 1 Services; and (b) the times when submissions and approvals or consents by Owner are required (provided, however, that such times shall be no less than the Owner's minimum review durations identified in the Contract Documents. Upon approval of the Phase 1 Services Schedule, Design-Builder shall provide monthly updates that show the actual progress of its performance of the Phase 1 Services as compared to the projected progress of the work.

3.3 Contract Time for Phase 2 Services.

3.3.1 Scheduled Substantial Completion Date. Design-Builder shall substantially complete the Work no later than the date set forth in the Guaranteed Maximum Price Amendment ("Scheduled Substantial Completion Date"), subject to adjustment in accordance with the General Conditions.

3.3.2 Scheduled Final Acceptance Date. Design-Builder shall achieve Final Acceptance no later than 90 days from Substantial Completion ("Scheduled Final Acceptance Date"), subject to adjustment in accordance with the General Conditions.

3.4 Time of the Essence. The time limits for Substantial Completion and Final Acceptance are of the essence of the Contract.

3.5 Delay Liquidated Damages.

3.5.1 Application. This paragraph 3.5 applies only to Phase 2 Services.

3.5.2 Calculation of Delay Liquidated Damages. If Design-Builder does not meet the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. To compensate Owner for those damages, if Substantial Completion has not occurred on or before the Scheduled Substantial Completion Date, then Design-Builder shall pay to Owner liquidated damages for each day until Substantial Completion is achieved, with the daily rate established in the Guaranteed Maximum Price Amendment.

3.5.3 Owner's Rights to Offset. Owner shall have the right to deduct the Delay Liquidated Damages from any monies unpaid, otherwise due, or to become due to Design-Builder to demand and receive payment from Design Builder of such liquidated damages, and either party may initiate applicable dispute resolution procedures under Article 15 of the General Conditions to recover such liquidated damages. The deductions of such damages from any monies unpaid, otherwise due, or to become due shall be in addition to retainage under the Contract Documents. Owner has the discretion to allow Delay Liquidated Damages to accrue without collecting and by doing so does not waive any rights to collect them at a later time.

3.5.4 Liquidated Damages Not Penalty. The Parties acknowledge, recognize, and agree on the following:

(a) because of the unique nature of the Project, it is difficult or impossible to determine with precision the amount of damages that would or might be incurred by Owner as a result of Design-Builder's failure to achieve Substantial Completion on or before the Scheduled Substantial Completion Date; and

(b) any sums which would be payable as Delay Liquidated Damages are in the nature of liquidated damages, and not a penalty, and are fair and reasonable and such payment represents a reasonable estimate of fair compensation for the losses that may reasonably be anticipated from such failure, and shall, without duplication, be the sole and exclusive measure of damages with respect to any failure by Design-Builder to achieve Substantial Completion on or before the Scheduled Substantial Completion Date; and

(c) that, in recognition of the acknowledgments above, Design-Builder is expressly estopped from arguing, and waives any rights it may have to argue, that the Delay Liquidated Damages are a penalty and that they are not enforceable; and

(d) that the provisions for Delay Liquidated Damages are not intended to excuse Design-Builder from liability for any other breach of its obligations under the Contract Documents or affect any other remedy Owner has under the Contract or as a matter of law.

Article 4

Compensation and Contract Price

4.1 Compensation for Phase 1 Services. Owner shall pay to Design-Builder for the Phase 1 Services the sum set forth in Exhibit 4.1.

4.2 Contract Price.

4.2.1 Owner shall pay Design-Builder in accordance with the General Conditions a contract price ("Contract Price") equal to the amount set forth in the Guaranteed Maximum Price Amendment. The Contract Price is subject to adjustments made in accordance with Article 9 of the General Conditions.

4.2.2 The Contract Price is deemed to include all sales, consumer, use, employment- related and other taxes mandated by applicable Laws and Regulations or that result from the performance of the Work.

4.3 Allowance Payment Items and Allowance Payment Values

4.3.1 General. Any and all Allowance Payment Items, as well as their corresponding

Allowance Payment Values, will be set forth in the Guaranteed Maximum Price Amendment, and will be included in the Contract Price.

4.3.2 Contingency Allowance. Owner may use the Contingency Allowance to fund: (a) overruns in Allowance Payment Items other than the Contingency Allowance; and (b) Change Orders for which Design-Builder is entitled, under Article 9 of the General Conditions, to an increase in the Contract Price. If the Contingency Allowance is totally depleted, Owner will fund (a) and (b) above by increasing the Contract Price in accordance with Article 11 of the General Conditions. Neither Owner nor Design-Builder's rights or obligations under the Contract Documents shall be affected by the Contingency Allowance.

4.3.3 Performance of Work on Allowance Payment Items. No work shall be performed on any Allowance Payment Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. In addition, for all items set forth in paragraph 4.3.2 above, Design-Builder shall be obligated to comply with all of the requirements set forth in Articles 9, 10, and 11 of the General Conditions, as well as any other requirements that are set forth in the General Conditions (including but not limited to those contained in paragraphs 4.02 and 4.04 of the General Conditions) with respect to the item that forms the basis for the Change Order.

4.3.4 Reconciliation of Allowance Payment Values. If the actual costs for an Allowance Payment Item differ from the stated Allowance Payment Value, the Contract Price will be adjusted by a Change Order. If the actual costs for an Allowance Payment Item (other than the Contingency Allowance) are greater than the corresponding Allowance Payment Value, Owner will fund such overrun in accordance with paragraph 4.3.2 above. If, at the time the Final Application for Payment, the actual costs for any Allowance Payment Value are less than the corresponding Allowance Payment Value, such difference shall be reflected in a Change Order that reduces the Contract Price by such difference.

Article 5 **Payment Procedures**

5.1 Submittal and Processing of Payments.

5.1.1 Design-Builder shall submit, and Owner will process, Applications for Payment in accordance with Article 13 of the General Conditions.

5.1.2 All Applications for Payment shall include the purchase order number for this Contract and shall follow the same format as shown on the Application for Payment provided in the Contract Documents. For Phase 2 Services Design-Builder shall include the wage information required under Exhibit 9.1.

5.1.3 Failure of Design-Builder to follow the instructions set forth in the Contract

Documents regarding a proper Application for Payment and acceptable services may result in an unavoidable delay in payment by Owner.

5.1.4 Any early payment discount offered by Design-Builder shall be clearly indicated on the Application for Payment), including the percentage of the discount and the time period for which the discount is valid. Owner reserves the option to accept such early payment discounts.

5.2 Progress Payments

5.2.1 Payments for the Phase 1 Services. Owner shall make progress payments for the Phase 1 Services within the time set forth in paragraph 5.4 below after Owner's receipt of each properly submitted and accurate Application for Payment submitted in accordance with paragraph 13.02 of the General Conditions. All such payments will be measured by Exhibit 4.1 (Compensation for Phase 1 Services), pursuant to paragraph 13.01 of the General Conditions and shall reflect the total of payments previously made and amounts properly withheld under paragraph 13.03 of the General Conditions.

5.2.2 Payments for Work Performed after the Effective Date of the Guaranteed Maximum Price Amendment.

- a. For Work performed after the Effective Date of the Guaranteed Maximum Price Amendment, Owner shall make progress payments within the time set forth in paragraph 5.4 below after Owner's receipt of each properly submitted and accurate Application for Payment submitted in accordance with paragraph 13.02 of the General Conditions. All such payments will be measured by the Schedule of Values, pursuant to paragraph 13.01 of the General Conditions, and shall reflect the total of payments previously made and amounts properly withheld as retainage, as set forth below, and under the paragraph 13.03 of the General Conditions.
- b. Owner will make progress payment in an amount equal to ninety-five percent (95%) of Work completed and materials and equipment not incorporated in the Work in place but delivered and suitably stored on Site, less in each case the aggregate of payments previously made. Owner will hold the remaining five percent (5%) as retainage. In no event, shall payments for materials and equipment stored exceed ninety-five percent (95%) of the value of the related cost for the specific item of work in place shown in the schedule of values regardless of the stated value of the materials or equipment. Owner will pay an amount equal to ninety-five percent (95%) of materials and equipment not incorporated in the work stored offsite if stored in a manner acceptable to Owner, as stated above for on-site stored materials. When payment to Design-

Builder is made for stored materials and equipment, Design-Builder shall submit invoices marked paid by the supplier with the next month's request for payment to document that Design-Builder has paid for said materials and equipment or the previously paid amount for stored materials shall be deducted from any remaining payment(s) or retainage for any stored materials not so properly documented.

- 5.3 Final Payment. Upon Final Acceptance of the Work in accordance with paragraph 13.08 of the General Conditions, Owner shall pay the remainder of the Contract Price as provided in paragraph 13.08.
- 5.4 Date of Payment. Owner will make payment for all goods and services in a timely manner as provided in Part VII of Chapter 218, Florida Statutes, known as the Local Government Prompt Payment Act.

Article 6 **Design-Builder's Representations**

- 6.1 Representations. Design-Builder shall be deemed to have made the following representations with its submission of the Guaranteed Maximum Price Proposal and the execution of the Guaranteed Maximum Price Amendment:

6.1.1 Understanding. Design-Builder has examined, carefully studied, and thoroughly understands the Contract Documents and the Reference Documents associated with the Work covered by a Guaranteed Maximum Price Proposal and Guaranteed Maximum Price Amendment.

6.1.2 Site conditions. Design-Builder has reviewed the Site and the documents identified in Exhibit 6.1.2 and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work covered by the Guaranteed Maximum Price Proposal and Guaranteed Maximum Price Amendment.

6.1.3 Laws and Regulations. Design-Builder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work covered by the Guaranteed Maximum Price Proposal and Guaranteed Maximum Price Amendment.

6.1.4 Nature of work. Design-Builder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

6.1.5 Correlation. Design-Builder has correlated the Contract Documents with the information known to Design-Builder, information and observations obtained from visits

to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data that Design-Builder believes is necessary to perform the Work.

6.1.6 Discrepancies. Design-Builder has reviewed all available information and data shown or indicated in this Agreement and has given the Authority written notice of all conflicts, errors, ambiguities, or discrepancies that Design-Builder has discovered in the Contract Documents and the Authority's written resolution thereof, if any, is acceptable to Design-Builder.

6.1.7 Sufficiency. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work covered by the Guaranteed Maximum Price Proposal and Guaranteed Maximum Price Amendment.

6.1.8 Obligations. Design-Builder shall be bound by and shall perform its obligations in full compliance with the Contract Documents.

6.1.9 Authority. Design-Builder has the full power and authority to execute and deliver this Agreement and to incur and perform the obligations provided for herein, all of which have been duly authorized by all proper and necessary actions of the governing entity of Design-Builder. Design-Builder is duly authorized to conduct business in the State of Florida.

6.1.10 Accuracy of RFP Response. All the information provided by Design-Builder in response to Request for Proposal for "Owner's Design-Builder Services" dated April 22, 2022 was true and accurate when Design-Builder submitted it to the Authority and has not materially changed as of the Effective Date of this Agreement.

6.1.11 Expertise. Design-Builder has special expertise in the type of professional services to be provided under this Agreement and Design-Builder acknowledges that such representations were a material inducement to the Authority to enter into this Agreement with Design-Builder.

6.1.12 Valid Agreement. This Agreement is a valid, binding, and enforceable obligation of Design-Builder, and does not violate any law, rule, regulation, contract, or agreement otherwise enforceable by or against Design-Builder except as it may be limited by bankruptcy, insolvency, reorganization, or other similar laws affecting the rights of creditors generally.

6.1.13 Scrutinized Companies. Design-Builder is in compliance with Section 287.135, Florida Statutes. As required by Subsection 287.135(5), Florida Statutes, Design-Builder certifies that it is not on any of the following lists: 1) Scrutinized Companies with Activities

in Sudan, 2) Scrutinized Companies with Activities in the Iran Petroleum Energy Sector, or 3) Scrutinized Companies that Boycott Israel.

6.1.14 Public Entity Crimes. Design-Builder is in compliance with Section 287.132, Florida Statutes. The Public Entity Crimes statement required by Subsections 287.133(2) and (3), Florida Statutes provided with Design-Builder's response to the RFP is true and accurate on the EffectiveDate of this Agreement.

6.1.15 Discriminatory Vendor List. Design-Builder is in compliance with subsection 287.134(2)(a), Florida Statutes. Design-Builder is not on the discriminatory vendor list maintained by the Florida Department of Management Services under section 287.134, Florida Statutes.

6.1.16 E-Verify. Design-Builder is in compliance with Section 488.095, Florida Statutes. As required by Subsection 488.095(2)(a), Florida Statutes, Design-Builder has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. The E-Verify Statement Design-Builder submitted with its response to the RFP remains true and correct.

6.1.17 No Contingent Fees. As required by Section 287.055(6), Florida Statutes, Design-Builder warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Design-Builder to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Design-Builder any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. If Design-Builder breaches or violates this provision, the Authority has the right to terminate this Agreement without liability and, at its discretion, to deduct from Design-Builder's compensation, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Article 7 **Contract Documents**

7.1 Contract Documents. The Contract Documents consist of the following:

1. This Agreement including all the Exhibits;
2. Project Design Criteria, as set forth in Exhibit 7.1.
3. The General Conditions;
4. The Supplementary Conditions;

5. The following, which shall be designated, completed, delivered, prepared, or issued after the Effective Date of the Agreement and are not attached hereto:
 - a. Any and all written amendments (other than the Guaranteed Maximum Price Amendment), Change Orders, Work Change Directives, and Field Orders amending, modifying, or supplementing the Contract Documents.
 - b. The Guaranteed Maximum Price Amendment executed in accordance with paragraph 8.4 below;
 - c. The Final Drawings and Specifications, which shall be developed, submitted, and acted upon pursuant to paragraph 6.17 of the General Conditions.

- 7.2 Amending the Contract Documents. The Contract Documents may only be amended, modified, or supplemented as provided in Article 8 hereof with respect to the Guaranteed Maximum Price Amendment, and as provided in paragraph 3.04.A of the General Conditions for any other amendment, modification, or supplementation.

- 7.3 Order of Precedence of the Contract Documents. The following order of precedence shall apply in the case of direct, irresolvable conflicts between or among Contract Documents:
 1. Written amendments signed by the Parties (other than the Guaranteed Maximum Price Amendment) with those of a later date taking precedence;
 2. Work Change Directives, Change Orders, and Field Orders with those of a later date taking precedence;
 3. The Guaranteed Maximum Price Amendment;
 4. This Agreement, including all Exhibits;
 5. The Supplementary Conditions;
 6. The General Conditions;
 7. The Final Specifications;
 8. Final Drawings; and
 9. The Project Design Criteria.

Article 8
Guaranteed Maximum Price Proposal and
Guaranteed Maximum Price Amendment Process

- 8.1 Submission of Guaranteed Maximum Price Proposal. Upon written authorization by Owner, Design-Builder shall submit a proposal for the Final Design and Construction (Phase 2) Services. Design-Builder shall produce a format for the Guaranteed Maximum Price Proposal, including the format of supporting documentation and line items of the Work, and provide it to Owner for review and approval. At a minimum, the support documentation must include a complete line-item cost estimate indicating the itemized

costs that comprise the total proposal amount. The parties must agree on the format of the Guaranteed Maximum Price Proposal at least 60 days before Design-Builder submits it.

8.2 Contents of Guaranteed Maximum Price Proposal. Design-Builder shall include the following in the Guaranteed Maximum Price Proposal, unless the parties agree otherwise:

1. A proposed Guaranteed Maximum Price;
2. A complete list of the Guaranteed Maximum Price Proposal Documents. At a minimum, Design-Builder shall provide the documentation described in Article 8.2 Items 3. through 18.
3. A list of the assumptions and clarifications made by Design-Builder in the preparation of the proposal, which list is intended to supplement the information contained in the Guaranteed Maximum Price Proposal Documents;
4. The following schedules:
 - a. A progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including the Scheduled Substantial Completion Date upon which the proposal and progress schedule is based. -
 - b. The Design-Builder shall use project management software approved by Owner for creating and updating all progress schedules and reports.
 - c. A schedule of Submittals which lists each required Submittal and the times for submitting, reviewing, and processing each Submittal;
 - d. A Schedule of Values for all the Work which will include quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices must include an appropriate amount of overhead and profit applicable to each item of Work; and
 - e. A cash flow projection estimating that portion of the Contract Price to be due during each month of performance.
5. If applicable, a list of Allowance Payment Items, Allowance Payment Values, and a complete description of their basis;
6. If applicable, a schedule of alternate prices;
7. If applicable, a schedule of unit prices;
8. If applicable, a statement of Additional Services which may be performed but which

are not included in the Guaranteed Maximum Price and which, if performed, shall be the basis for an increase in the Guaranteed Maximum Price and/or Scheduled Substantial Completion Date;

9. A list of Subcontractors and Suppliers whose proposals have been accepted by Owner;
 10. An updated letter from its surety or sureties verifying that Design-Builder has bonding capacity in the amount of the Guaranteed Maximum Price;
 11. The time limit for acceptance of the proposal, which shall include an adequate number of days for approval of the Guaranteed Maximum Price Amendment by the Owner's Governing Board;
 12. All bid documentation received from Subcontractors and Suppliers that are used as the basis for the Design-Builder's price proposal;
 13. The risk and escalation contingency contained within the Design-Builder's price proposal and the basis for the level of contingency;
 14. The Design-Builder's proposed fee for performing the Work;
 15. A line-item cost estimate for all General Conditions costs, including all labor and materials cost elements;
 16. A line-item cost estimate for all direct construction costs, including all labor, materials, subcontractor, and supplier cost elements;
 17. A description of the scope of services, and a breakdown of the corresponding fee, for start-up, training, and commissioning services to be provided by the Design-Builder; and
 18. A description of the scope of services, and a breakdown of the corresponding fee, for professional services to be provided by the Design-Builder, including but not limited to final design, engineering services during construction, and materials testing/quality control.
- 8.3 Owner's Review of Proposal. After submission of a proposal, Design-Builder and Owner shall meet to discuss and review it, negotiate in good faith, and attempt to reach agreement on it. Design-Builder shall provide such information as Owner may reasonably request relative to the proposal and must provide all information that formed the basis for the Guaranteed Maximum Price to Owner on an "open book" basis.
- 8.4 Acceptance of Guaranteed Maximum Price Proposal. If Owner accepts the Guaranteed Maximum Price Proposal, as may be amended by Design-Builder based on discussions with Owner, the Guaranteed Maximum Price Proposal shall be incorporated into the Contract Documents by the Guaranteed Maximum Price Amendment, approved by the

Owner's Governing Board, and duly executed by both Parties.

8.5 Owner's Rights if Parties Fail to Reach Agreement on Proposal. If the Parties are unable to reach an agreement on the Guaranteed Maximum Price Proposal within the time limit for acceptance specified in the proposal, as may be extended by the mutual agreement of the Parties, the Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

1. Owner may suggest modifications to the proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the Guaranteed Maximum Price Proposal shall be deemed accepted and the Parties shall proceed in accordance with paragraph 8.4 above;
2. Owner may authorize Design-Builder to continue to advance the final design of the Project under this Agreement or as an Additional Service, as applicable; or
3. Owner may terminate this Agreement for convenience in accordance with paragraph 14.03 of the General Conditions, having the right, among other things, to exercise its available options to perform the final design and construction with parties other than Design-Builder. The Design-Builder acknowledges that the Owner's ability to successfully complete the Project may be significantly impacted if Owner elects to terminate Design-Builder's services at the end of the Phase 1 Services phase, rather than proceeding to the Phase 2 Services phase, and certain design subconsultants are not available to continue working on the Project. Consequently, Design-Builder hereby agrees that if Owner terminates Design-Builder for any reason, Owner will have the right to contract directly with such design subconsultants for design-related services on this Project, and Design-Builder shall take such steps as are reasonably necessary to enable Owner to implement such relationship.

8.6 Design/ Builder's Rights if Owner Fails to Act. If Owner fails to exercise either of its options under subparagraphs 8.5(1) or 8.5(2) in a reasonable period of time, Design-Builder may give written notice to Owner that it intends to suspend performance of the Work in accordance with subparagraph 14.04.B of the General Conditions.

8.7 Completion of Phase 1 Services. Design-Builder shall be deemed to have completed its obligations to perform the Phase 1 Services under this Agreement upon the earlier to occur of: (1) execution by Owner and Design-Builder of a Guaranteed Maximum Price Amendment for the completion of the Work; or (2) Owner's exercise of its options under paragraph 8.5 above.

Article 9
Miscellaneous

9. Miscellaneous.

9.1 Additional Federal and State Conditions. Because this project may be partially funded with federal and state funds, the conditions contained in Exhibit 9.1 apply to this Contract.

9.2 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, electronic or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

9.3 Records.

A. Duty to Maintain and Provide Records. Design-Builder shall keep and maintain all public records required to perform services under this Contract as required by Chapter 119, Florida Statutes. All analyses, data, documents, models, modeling, reports, and tests performed or utilized by Design-Builder shall be made available to the Authority upon request and are considered public records in accordance with Chapter 119, Florida Statutes, unless they are exempt under the Law.

B. IF DESIGN-BUILDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DESIGN-BUILDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS AT 941-316-1776, EMAIL PEACERIVER@REGIONALWATER.ORG, OR MAIL 9415 TOWN CENTER PARKWAY, LAKEWOOD RANCH, FL 34202.

C. Post Contract Responsibilities. Upon completion of this Contract, Design-Builder shall keep and maintain, at no cost, to the Authority, all public records produced under this Agreement in the possession of the Design-Builder or shall transfer them to the Authority. If the Design-Builder transfers all public records to the Authority, Design-Builder shall destroy any duplicate public records. If Design-Builder keeps and maintains public records after completion of the Contract, the Design-Builder shall meet all legal requirements for retaining public records including the rules and retention schedules adopted by the Division of Library and Information Services of the Department of State under Section 119.021(2)(a), Florida Statutes. All records stored electronically must be

provided to the Authority upon request from the Authority in a format that is compatible with the information technology systems of the Authority.

- D. Exempt Records. Design-Builder shall ensure that public records that are exempt from disclosure are not disclosed except as authorized by law. Chapter 119, Florida Statutes describes records that are exempt from disclosure including building plans, blueprints, schematic drawings, and diagrams, which depict the internal layout and structural elements of a building, water treatment facility, or other structure.
- E. Trade Secrets. Under Florida laws including Sections 119.071(1)(f) and 1004.22 Florida Statutes, trade secrets are exempt from disclosure as a public record. If a records request is made of the Owner for public disclosure of trade secrets owned by or licensed to the Design-Builder and the Design-Builder has clearly marked the record as “Trade Secret – Exempt from Public Disclosure” the Owner will advise the Design-Builder of such request. In the event a dispute arises regarding the records request, Design-Builder has the sole burden and responsibility to take all legal measures necessary to protect the record from disclosure.
- F. Audit Rights. Design-Builder shall keep all books, records, files, plans, drawings, and other documentation, including all electronically stored items, which concern or relate to the Services hereunder (collectively referred to herein as “Records”) for a minimum of three (3) years from the date of expiration or termination of this Agreement or as otherwise required by Law, which ever date is later. the Authority, or any duly authorized agents or representatives of the Authority, shall have the right to audit, inspect and copy all or such Records as often as they deem necessary during any such period of time. This right to audit, inspect and copy the Records shall include all Records of Subconsultants.
- G. This paragraph 9.3 shall survive the expiration or termination of this Contract.

- 9.4 Entire Agreement. The Contract Documents state the entire understanding between the parties and supersede any written or oral representations, statements, negotiations, or agreements to the contrary. Design-Builder recognizes that any representations, statements, or negotiations made by Owner staff or Owner consultants do not suffice to legally bind Owner in a contractual relationship unless they have been reduced to writing, approved, and signed by an authorized Owner representative. The Contract governs the relationship between the Authority and Design-Builder on the Project.
- 9.5 Severability. If any part of this Contract is for any reason invalid or unenforceable, the rest of the Contract remains fully valid and enforceable.
- 9.6 No Third-Party Beneficiaries. The rights and obligations in this Agreement shall inure solely to the parties hereto (their successors, assigns and legal representatives) and no other party shall have any rights or obligations under or by virtue of this Agreement.
- 9.7 Applicable Law and Venue. This Agreement shall be governed by and construed under

the laws of the State of Florida. Venue for any action under state law arising under this Agreement shall be in the Twelfth Judicial Circuit of Florida. Claims justiciable in federal court shall be in the Middle District of Florida.

- 9.8 Notices. All notices or other communications permitted or required under this Agreement must be in writing and must be sent to the party at that party's address set forth below or a whatever other address the party specifies in writing. Notices must be personally delivered, sent by certified or registered mail, sent by overnight courier, postage prepaid, or sent to all email addresses listed below for each party.

If to the Authority:

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

Mike Coates mcoates@regionalwater.org
Terri Holcomb tholcomb@regionalwater.org
Mike Knowles mknowles@regionalwater.org
Ford Ritz fritz@regionalwater.org

If to Design-Builder:

Jason Seubert, Principal-in-charge
Garney Construction
370 East Crown Point Road
Winter Garden, Florida 34787

Jason Seubert jseubert@garney.com
Robert Fults rfults@garney.com
Eric Wagner ewagner@garney.com
Will Poczekaj wpoczekaj@garney.com

- 9.9 No Construction Against Drafting Party. Each party acknowledges that it has carefully reviewed and understands this Agreement and has had an opportunity to review it with counsel of its choosing. This Agreement shall not be construed more strongly against any party, regardless of who drafted or prepared it.
- 9.10 Communications. The Design-Builder's communications with the Authority shall be limited to the Authority's Executive Director and designated staff. Communications with the Authority's Board Members are prohibited, except with the prior permission of the Authority's Executive Director or at a duly noticed public board meeting. Any such prohibitive communications shall be deemed to be a material breach of this Agreement by Design-Builder. This provision does not prohibit or limit contacts by or on behalf of the

Authority Board Members with Design-Builder.

- 9.11 Interpretation. All words used herein in the singular shall extend to and include the plural, and the use of any gender shall extend to and include all genders. Unless the context requires otherwise: The term “include” contemplates “including but not limited to.” The terms “hereof,” “herein,” “hereunder” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.
- 9.12 Time is of the Essence. Time is of the essence of this Agreement and each of its provisions.
- 9.13 Contest of Authority Decisions. The Authority shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the Services called for hereunder, or the character, quality, amount, or value thereof. The decision of the Authority upon all such claims, questions or disputes shall be final and binding if not contested by Design-Builder in a written notice delivered to the Authority within seven days after Design-Builder’s receipt of written notice from the Authority concerning such decision.
- 9.14 Survival. All representations, warranties, guarantees, indemnifications, made or given in this Contract will survive Final Acceptance, final payment, and completion or termination of the Contract.
- 9.15 Waiver. Unless expressly stated in writing, no action or inaction by a party shall be considered a waiver of the other party’s duty to comply with any representation, warranty, or responsibility under this Agreement.
- 9.16 Independent Contractor. Design-Builder is retained by the Authority only for the purposes and to the extent set forth in this Agreement, and its relationship with the Authority is that of an independent contractor. Design-Builder has the discretion to select the means and methods of performing such services, subject to the requirement that it perform the services required hereunder competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this Agreement. Design-Builder is fully responsible for the employment, direction, supervision, compensation, and control of all persons employed or retained by Design-Builder. Neither Design-Builder nor any DB-Related Entity shall be considered as being an employee or agent of the Authority and they are not entitled to any employment benefits from Owner. Design-Builder expressly and voluntarily waives and agrees not to make any claim to participate in any of Owner’s employee benefits or benefit plans should Design-Builder or any of its officers, agents, or employees be adjudicated for any reason to be an employee of Owner.
- 9.17 Waiver of Jury Trial. To the extent permitted by applicable law, Design-Builder and the Authority irrevocably waive any right to trial by jury in any legal proceeding arising out of or relating to this Agreement or any of the transactions contemplated by it. Neither the Authority nor Design-Builder or any successor thereof will seek a trial by jury in any action or proceeding (whether at law or in equity, whether direct or collateral, whether in contract or in tort) arising out of or related to this Agreement or the relationship created by it.

Neither the Authority nor Design-Builder shall seek to consolidate any action or proceeding in which trial by jury has been waived with any other action or proceeding in which a jury trial cannot be or has not been waived.

- 9.18 Authority's Right to Terminate under Section 287.135, Florida Statutes. As set forth in Section 287.135, Florida Statutes, the Authority reserves the right to terminate this Agreement and any contract for goods or services if Design-Builder: has been found to have submitted a false Scrutinized Vendor List certification; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; has been engaged in business operations in Cuba or Syria; or has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- 9.19 No Discrimination. Design-Builder hereby assures that no person will be excluded on the grounds of race, color, creed, national origin, handicap, age, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this Contract. Design-Builder shall take all measures necessary to effectuate these assurances.
- 9.20 No Lobbying. Under section 216.347, Florida Statutes, Design-Builder is prohibited from the expenditure of any funds under this Contract to lobby the legislature, the judicial branch, or another agency.
- 9.21 Computation of Times. When any period of time is referred to in the Contract Documents by days, it will be computed based on calendar days and will exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.
- 9.22 Cumulative Remedies. The duties and obligations imposed by this Contract and the rights and remedies available to the parties are in addition to and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by: 1) Laws and Regulations; or 2) any special warranty or guarantee; or 3) other provisions of the Contract Documents. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.
- 9.23 Advertising. No advertising is permitted upon any part of the Site. Owner has sole discretion concerning whether to allow any news or press releases pertaining to the services, work product(s), or performance of Design-Builder under this Contract or the Project.
- 9.24 No Solicitation of Employees. Design-Builder and Owner shall not directly or indirectly, or through any other person, agency, company, or organization solicit employees of the other party to undertake employment with it, its parent company, or any subsidiary company or any affiliated company during the performance of this Contract and for a

period of one (1) year thereafter (the “non-solicitation period”). The parties acknowledge that actual or threatened violations of this paragraph may give rise to irreparable injury to the other party, inadequately compensable in damages and, therefore, either party may seek and obtain injunctive relief against the breach or threatened breach of the other party’s obligations and undertakings thereunder, in addition to any other legal remedies which may be available. This paragraph will survive the termination of this Agreement. Violation of this paragraph during the non- solicitation period will be deemed a material breach of contract.

- 9.25 No Right to Assign. Design-Builder shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of Owner. Any attempted assignment in violation of this paragraph will be null and void.
- 9.26 No Right to Pledge Credit. Design-Builder shall not pledge Owner’s credit or make Owner a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.
- 9.27 SDN List. Design-Builder, by its execution of this Contract, acknowledges and attests that neither it, nor any DB-Related Entity, is included on the list of specially designated nationals and blocked persons (SDN list) which is administered by the U.S. Department of Treasury, Office of Foreign Assets Control to enforce economic and trade sanctions. Design-Builder accepts that this Contract will be either void by Owner or subject to immediate termination by Owner in the event there is any misrepresentation by Design-Builder. Owner, in the event of such termination, shall not incur any liability to Design-Builder for any Work or materials furnished.

The parties have caused their duly qualified representatives to execute this Agreement on the

[The remainder of this page is intentionally blank]

dates set forth below.

Witnesses:

Signature

Print name

Print title

Date

Signature

Print name

Print title

Date

Attest:

Signature

Print name

Print title

Date

Approved as to Form:

General Counsel

Design-Builder:

Firm Name

Signature

Print name

Print title

Date

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

Signature

Print name

Print title

Date

EXHIBIT 1.1
DESIGN BUILDER'S PHASE 1 SERVICES
REGIONAL INTEGRATED LOOP
PHASE 3C PIPELINE PROGRESSIVE DESIGN-BUILD

Phase I Services are intended to develop the design of the pipelines and pump station to a 60% design level as well as provide The Authority with a GMP to complete remaining design, permitting and construction as part of Phase II of the project. The scope tasks and subtasks associated with Phase I services are described below.

Scope of Services – Phase 1

Task 1 – Project Coordination

- 1.1. Prepare a project specific Project Management Plan (PMP) establishing team members and responsibilities, lines of communication, project delivery schedules and project budgets.
- 1.2. Prepare and administer subconsultant subcontracts.
- 1.3. Coordinate the activities of the Design-Builder's staff and subconsultants with those of the Authority and administer communications among the project team members and with the Authority's staff. Includes weekly coordination virtual meetings including look-a-head schedule
- 1.4. Maintain and update monthly project schedules and status reports Microsoft Project.
- 1.5. Coordinate field service efforts with those being provided under separate contracts to the Authority by Stantec or Brown and Caldwell
- 1.6. Develop and administer a quality assurance program covering the technical work of the project team.
- 1.7. Attend Authority Board meetings.
- 1.8. Develop ROM pricing and update as critical cost drivers / VE items are incorporated.
- 1.9. Conduct Bi-weekly meetings during preconstruction phase including distribution of meeting minutes.

Task 2 – Meetings and Workshops

- 2.1 Existing plan review / route analysis (Data Collection & Route Evaluation)
- 2.2 Prepare for and attend up to 10 weekly progress meetings with the Authority and Owner's Agent. Prepare and distribute meeting minutes. Prepare for and attend up to 4 design review meetings and/or workshops during the work. Prepare and distribute meeting minutes. Prepare for and attend up to 6 meetings with project stakeholders during the work. Prepare and distribute meeting minutes. Meetings are anticipated to be held the following dates:
 - October 14th, 2022
 - October 28th, 2022

- November 11th, 2022
- December 9th, 2022
- December 21st, 2022
- January 6th, 2023
- January 20th, 2023
- TBD
- TBD

2.2.1 Sarasota County. Items to be addressed include, but are not limited to;

- Delivery point locations and confirmation of delivery needs.
- Design and construction schedule for Lorraine Road Extension and designation of a utility corridor.
- Construction requirements along Cow Pen Slough.
- Construction in County right-of-way and trenchless crossings of intersections.
- County permitting requirements.
- Storage, generator, and pumping requirements.
- Other pump station site uses

2.2.2 Southwest Florida Water Management District (SWFWMD)

- Grant, design submittal and 3rd party review requirements.
- Construction along and across Cow Pen Slough

2.2.3 Stantec

- Coordinate preliminary survey, land acquisition, geotechnical testing, and ecological services status.

Task 3 – Utility Coordination

Submit an 811 Sunshine One-Call Design Ticket and develop and distribute a utility “mail-out” package to identified utilities.

3.1 Submit an 811 Sunshine One-Call Design Ticket and develop and distribute a utility “mail-out” package to identified utilities.

3.2 Provide regular coordination with each utility of the proposed disposition of new utilities and project schedule.

3.3 Develop and coordinate preliminary drawing packages of available utility dispositions and relocations to utility owners at the 30% and 60% design levels.

3.4 Coordinate power service requirements and schedule for the proposed booster pump station with FPL.

3.5 Coordinate with Sarasota County, City of Sarasota, and utility owners for as-built information of utilities, roadways, drainage, etc. along the route

Task 4 – Basis of Design Report

Using Basis of Design reports for previous projects such as the Phase 3B Transmission Main and the Phase 1A Booster Pump Station, design parameters for both the pipeline and the pump station will be developed. Specific tasks will include:

4.1 Transmission Main Design Considerations

- 4.1.1 Evaluate alternative pipe materials and identify minimum pipe design thickness requirements based on internal pressure requirements. Design of pipe wall thicknesses based on pipeline cover requirements and dead and live loads will be completed during the design phase.
- 4.1.2 Evaluate preliminary requirements for installing pipeline blow-off points, access points, isolation valves and air/vacuum and air release valves at high points along the pipeline. Transient analyses and determining final air/vacuum valve and blowoff locations will be conducted during design.
- 4.1.3 Evaluate alternative methods of construction for critical crossings including but not limited to SR-72, Cow Pen Slough, Lorraine Road, Bee Ridge Road, Palmer Blvd. and Fruitville Road. Options include trenchless technologies (including Jack & Bore, micro tunnel, and Horizontal Directional Drilling (HDD)), and trenched segments.

4.2 Pump Station Design Considerations

- 4.2.1 Select pumps and determine horsepower requirements based on coordination with Sarasota County and hydraulic modeling with the latest WaterGEMS model.
- 4.2.2 Size and select chemical storage and feed equipment after coordination with Sarasota County.
- 4.2.3 Determine pump station ancillary equipment requirements, including piping and valves, metering, electrical equipment, FP&L service requirements, controls, and SCADA after coordination with Sarasota County.
- 4.2.4 Prepare a general arrangement of a 10 MGD pump station (expandable to 30 MGD) including space for utility and standby power distribution, chemical storage and feed facilities, space for future operations and maintenance.
- 4.2.5 Develop preliminary site plan for the pump station including a 5 MG ground storage tank with space for a future tank, parking, water and wastewater utilities, wastewater pump station, stormwater conveyance and pond, other County-requested facilities, and property setbacks/buffers consistent with County site development requirements. Final storage tank sizing to be determined after coordination with Sarasota County and hydraulic modeling.

4.3 Prepare BODR

- 4.3.1 Submit for review 3 copies of a draft BODR, including suitable graphics.
- 4.3.2 Attend a meeting to review the draft BODR with Authority and Customer staff.
- 4.3.3 Submit for review, 3 copies of the final BODR, including suitable graphics.
- 4.3.4 Develop a short PowerPoint presentation and present the BODR to the Authority Board for acceptance.

Task 5 – Field Investigation

5.1 Corrosion Control Study: Conduct a risk-based corrosion control needs assessment including the following:

- Background information gathering and review.
- Review of laboratory soil corrosivity analyses completed by Stantec.
- Field investigations for possible stray current influences that can affect pipe corrosion rates.
- Perform field resistivity testing.
- AC interference evaluation to determine if additional mitigation steps are warranted.
- Interviews to gather additional site-specific information to assist in formulating the corrosion control measures.
- Data compression and analyses.
- Prepare corrosion control needs assessment summary report with recommendations.

5.2 Ecological Services

- 5.2.1 Preliminary Listed Species Assessment – Conduct pedestrian transects along the pipeline route to identify the conspicuous occurrence or potential occurrence of wildlife species considered to be endangered, threatened, or species of special concern as listed by the Florida Fish and Wildlife Conservation Commission (FWC) and/or the U.S. Fish and Wildlife Service (USFWS). Web-based data searches will be performed on FWC wildlife observation records and Bald Eagle nesting site locations. The approximate location of listed species observed in the field and/or detected in the desktop searches will be noted on an aerial photograph depicting the site. Onsite habitat types will be characterized and mapped in accordance with the Florida Land Use Cover and Forms Classification System. The methods and results of the field effort will be summarized in a letter report format. Population estimates, species-specific surveys, incidental take or other wildlife conservation permitting are specifically excluded from this task.
- 5.2.2 State Wetland Jurisdictional Determination – Field stake/flag the limits of state jurisdictional wetlands along the pipeline route and within the proposed pump station site prior to agency field visits, schedule a field visit with the Florida Department of Environmental Protection (FDEP) and accompany an agency representative to obtain their concurrence of the established wetland limits. The US Army Corps of Engineers (USACE) will not typically confirm federal wetland Jurisdiction in the field prior to permitting. The state JD will be used to initiate federal permitting and it is assumed that the USACE accept the FDEP JD lines.

This scope of services assumes that the project will be under federal regulatory jurisdiction of the USACE based on assumption that the project area includes “Retained Waters”, per Ch. 62-331 F.S., where the upper reach of Phillippi Creek extends into the northern segment of the pipeline route. This will need to be confirmed with the USACE during the pre-application meeting.

- 5.2.3 Federal Wetland Jurisdictional Determination Forms – USACE wetland data and jurisdictional determination forms will be completed and forwarded to the USACE

to facilitate their review.

- 5.2.4 Gopher Tortoise Burrow Survey and Population Estimate – Along the pipeline corridor and within the pump station site, environmental scientists will conduct a series of linear, pedestrian transects to achieve 100% survey coverage of upland habitat in accordance with Florida Fish and Wildlife Conservation Commission (FWC) Gopher Tortoise Survey Guidelines. The purpose of this field effort will be to identify gopher tortoise burrows within the proposed pipeline construction areas and within 25-feet of the project limits. To determine an accurate estimate of the gopher tortoise population, gopher tortoise burrows encountered during the survey will be classified as active, inactive, or abandoned pursuant to standard FWC criteria and will be tabulated and horizontally located using a handheld Global Positioning System device. This field effort may be used as the basis for future gopher tortoise permit coordination with the FWC. Gopher tortoise burrow surveys are only valid for 90-days and an additional survey will be required at least 90-days prior to construction. Contract deliverables will include a letter report detailing the results of the field effort and a map denoting the location of potentially occupied gopher tortoise burrows. The results of this investigation will be used to prepare the necessary permit application to be submitted to the FWC, if required.
- 5.2.5 Ecological Surveying – Collect flagged/staked agency verified jurisdictional lines and gopher tortoise burrow locations via topographic surveying/survey grade GPS. Surveys will be tied into the coordinate control system and vertical datum used in Stantec’s topographic surveys.

5.3 Supplemental Geotechnical Testing and Engineering

In addition to the geotechnical investigations being completed by Stantec, the following geotechnical testing and engineering services are necessary and will be provided:

- 5.3.1 Two (2) additional 60’ deep standard penetration test (SPT) borings at four trenchless crossings (total of 8 borings). Soil sampling within the borings will be consistent of semi-continuous sampling to a depth of 10 ft below ground surface (bgs) and at 5-ft intervals thereafter to the completion depth. Samples will generally be collected using the Standard Penetration Test (SPT) method, as described in ASTM D1586. Select undisturbed samples in cohesive soils will be collected using a thin-walled Shelby tube as described in ASTM D1587 in order to provide samples suitable for strength and advanced testing in the laboratory. Should bedrock be encountered, the boring(s) will be continued to completion depth by continuous coring using an N-sized double barreled coring system.
- 5.3.2 Upon borehole completion, water levels will be recorded within 24 hours of boring completion and the borings thereafter sealed with a lean bentonite-cement grout tremied from the bottom of the borehole.
- 5.3.3 Soil samples will be logged by a field engineer or geologist experienced in field programs and soil/rocking logging

- 5.3.4 Four (4) double ring infiltrometer tests at the location of proposed stormwater ponds on the pump station site. our (4) Double Ring Infiltration Tests (DRIT) within proposed stormwater ponds. Perform one hand auger boring to a depth on the order 7 feet below existing grades at each DRIT location. Estimate the seasonal high groundwater table levels at the pond sites.
- 5.3.5 Topographic surveying to locate the above, tied to the project's horizontal and vertical datums.
- 5.3.6 Laboratory tests will include natural moisture content, grain-size analyses and Atterberg (liquid and plastic) limits determinations together with organic content tests on selected specimens. In areas of special crossings additional strength testing or consolidation testing may be performed if cohesive soils are encountered. Strength testing (UCS, or unconfined compressive strength) will be performed on select cores of shallow bedrock, if encountered. Suitability of soil excavated for use as backfill will be evaluated and standard penetration resistance data will also be developed to aid in assessing the strength and compressibility characteristics of the subsurface soils. Proctor tests will be performed to determine optimal moisture and density characteristics for backfill including a signed and sealed report discussing the findings of the field evaluation and:
 - General location and description of potentially deleterious materials discovered in the borings that may interfere with the proposed pipeline or other improvements as noted above and associated with the project.
 - Identification of groundwater levels at the time of the fieldwork.
 - Feasibility of utilizing the anticipated shallow foundation systems for support of the proposed structures. Suitability of a slab-on-grade.
 - Geotechnical recommendations for pipeline construction including general site suitability for construction, dewatering recommendations, suitability of in-situ soils for pipe trench bedding and backfill.
 - Design parameters required for the proposed structure foundation systems, including allowable bearing pressure, settlement, external stability, foundation levels, and soil compaction recommendations.
 - General pavement section design recommendations, trenchless crossing recommendations and construction considerations.

5.4 Subsurface Utility Engineering (SUE) and Utility Coordination

In addition to the Quality Level B SUE being completed by Stantec, the following SUE services are necessary and will be provided:

- 5.4.1 Locate via ground penetrating radar and other non-destructive means and designate the horizontal position (SUE Quality Level B) of utilities not previously located but suspected to conflict with the proposed construction. A total of nine (9) days of field time is budgeted for this effort.
- 5.4.2 Locate through verification test holes (SUE Level A) existing utilities at seventy-five (75) locations to identify the size and depth of existing utilities suspected of conflicting with the proposed pipeline. Record utility depth to top of utility,

material, diameter, and type of utility. Provide written reports for each locate including photographs.

- 5.4.3 Survey locations and ground elevations of SUE Level A test locations. Survey will be tied to the projects horizontal and vertical control datums.

5.5 Site Visits – Members of the Design-Build team will visit the site during the development of the design to confirm field conditions and collect additional data.

Task 6 – Engineering Evaluation

Consultant will perform the following engineering evaluations in support of the design, including:

6.1 Pipeline Evaluations

6.1.1 Transient Hydraulic Analysis – Develop a dynamic transient model of the Phase 3C pipeline and pump station using Bentley Hammer software and evaluate various water hammer scenarios, including pump station power failure and instantaneous valve closure. Identify alternative solutions to reduce surge pressures to reasonable levels, such as air and vacuum valves, surge anticipator valves and others, and provide recommendations to the form of a brief memorandum. Incorporate approved surge control measures into the plans and specifications.

6.1.2 Pipe Wall Thickness Design – Finalize pipe design criteria for internal pressures and external loads and prepare a letter report with recommendations for both steel and ductile iron pipe.

6.1.3 Locate Pipeline Appurtenances – Depict the preferred locations of pipeline appurtenances, including line valves, combination air valves, blow-offs and access manholes on a scaled vertical profile of the pipeline. Adjust appurtenance location and pipeline profile based on horizontal features such as ditches, special crossings and similar surface features in order to properly locate the appurtenance.

6.1.4 Special Crossing Design – Prepare a series of submittals for special crossings that might require trenchless technologies (including Jack & Bore, micro tunnel, and HDD).

- Prepare calculations packages showing jacking forces and settlement evaluations based on the available geotechnical data for each special crossing.
- Prepare design drawing package to include, notes, plan and profile, required laydown and construction areas, casing details, pit locations and constraints, and geotechnical monitoring locations and details.

6.2 Pump Station Evaluations – Develop design parameters that will be used to guide the completion of the pump station design coordination with regulatory agencies and utilities including the following:

6.2.1 Site Plan Development

6.2.2 Electrical Service / Load Calculations

6.2.3 Control Strategies & Process Flow Diagram

6.2.4 HVAC Load Calculations

- 6.2.5 Stormwater Modeling
- 6.2.6 Floodplain Evaluation
- 6.2.7 Resiliency Analysis

Task 7 – 60% Design

7.1 Prepare 60% construction plans and specifications of adequate detail to develop the Guaranteed Maximum Price. Drawings - Prepare 22"x 34" pipeline plan and profile drawings using a scale of 1"=40' horizontal (except as indicated below) and 1"=4' vertical. Drawings will be prepared in AutoCAD. In general, the drawing set will include the following sheets:

| |
|--|
| General |
| <i>Cover, Index, Abbrev/Leg, Notes (4 sheets)</i> |
| <i>Project Overview (1 sheet)</i> |
| <i>Survey Control Plan (2 sheets)</i> |
| <i>Easement & Land Ownership Plan (1 sheet)</i> |
| Pipeline Sheets |
| <i>Overall Pipeline Key Map (2 Sheets)</i> |
| <i>Pipeline Plan & Profile (26 sheets @ 1"=40' - CowPen & Lorraine S.)</i> |
| <i>Pipeline Plan & Profile (13 sheets @ 1"=40' - Lorraine Ext)*</i> |
| <i>Typical Sections (2 sheets)</i> |
| <i>Pipeline Special Sections (10 sheets)</i> |
| <i>Trenchless Crossing Sections (7 sheets)</i> |
| <i>Microtunnel Shaft Design and Details (3 sheets)</i> |
| <i>Phase 3B Valve Assembly Connection Detail (1 sheet)</i> |
| <i>Flushing Plan & Details (2 sheets)</i> |
| <i>Pipeline Tree Removal Plan (1 Sheet)</i> |
| <i>Wetland Impacts & Restoration (3 sheets)</i> |
| <i>Corrosion Control Plans & Details (2 sheets)</i> |
| <i>Maintenance of Traffic Plans (32 sheets)</i> |
| <i>Road Restoration Sheets & Details (3 sheets)</i> |
| Pump Station Civil |
| <i>Pump Station Site Topographic Survey (1 sheet)</i> |
| <i>Pump Station Site Tree Removal Plan (1 sheet)</i> |

| |
|---|
| <i>Pump Station Proposed Site Plan (1 sheet)</i> |
| <i>Pump Station Yard Piping Plan (1 sheet)</i> |
| <i>Pump Station Yard Piping Sections (2 sheets)</i> |
| <i>Pump Station Paving, Grading and Drainage (2 sheets)</i> |
| <i>Stormwater Pond Sections (2 sheets)</i> |
| <i>Signage and Pavement Marking (1 sheet)</i> |
| <i>Fencing and Gate Details (1 sheet)</i> |
| <i>Civil Details (4 sheets)</i> |
| Mechanical |
| <i>Pump Station Mechanical Plan and Sections (4 sheets)</i> |
| <i>Chemical Building Mechanical Plan and Sections (2 sheets)</i> |
| <i>Chemical Building Mechanical Details (1 sheets)</i> |
| <i>Generator Plan and Sections (1 sheet)</i> |
| <i>Ground Storage Tank Plan (1 sheet)</i> |
| <i>Ground Storage Tank Sections (1 sheet)</i> |
| <i>Ground Storage Tank details (1 sheet)</i> |
| <i>Mechanical Details (3 sheets)</i> |
| Structural |
| <i>Structural Notes and Legend (1 sheet)</i> |
| <i>Pump Station Structural Plan and Sections (1 sheet)</i> |
| <i>Chemical Building Structural Plan and Sections (1 sheet)</i> |
| <i>Electrical Building Structural Plan and Sections (1 sheet)</i> |
| <i>Generator Slab Plan and Sections (1 sheet)</i> |
| <i>Meter Assembly Slab Plan and Sections (1 sheet)</i> |
| <i>Structural Details (4 sheets)</i> |
| Electrical |
| <i>Electrical Notes and Legend (1 sheet)</i> |
| <i>Pump Station Electrical Site Plan (1 sheet)</i> |
| <i>Pump Station Site Lighting Plan (1 sheet)</i> |
| <i>Pump Station Site Lighting Photometrics (1 sheet)</i> |
| <i>Pump Station Electrical Plan (1 sheet)</i> |

| |
|--|
| <i>Chemical Building Electrical Plan (1 sheet)</i> |
| <i>Electrical Building Electrical Plan (1 sheet)</i> |
| <i>Meter Station Electrical Plan (1 sheet)</i> |
| <i>Pump Station Single Line Diagram (1 sheet)</i> |
| <i>Pump Station Panel Schedules (1 sheet)</i> |
| <i>Electrical Details (4 sheets)</i> |
| Instrumentation & Controls |
| <i>I&C Notes and Legend (1 sheet)</i> |
| <i>Pump Station P&ID (2 sheets)</i> |
| <i>Pump Station Site Instrumentation/CCTV Plan (1 sheet)</i> |
| <i>Pump Station Instrumentation Plan (1 sheet)</i> |
| <i>Chemical Building Instrumentation Plan (1 sheet)</i> |
| <i>Meter Station Electrical plan (1 sheet)</i> |
| <i>Instrumentation Details (2 sheets)</i> |
| HVAC |
| <i>HVAC Notes and Legend (1 sheet)</i> |
| <i>Electrical Building HVAC Plan (1 Sheet)</i> |
| <i>HVAC Details (1 Sheet)</i> |
| Landscaping and Irrigation |
| <i>Landscaping Notes and Legend (1 sheet)</i> |
| <i>Pump Station Landscaping Plan (1 sheet)</i> |
| <i>Landscaping Details (1 sheet)</i> |
| <i>Pump Station Irrigation Plan (1 sheet)</i> |
| <i>Irrigation Details (1 sheet)</i> |

**Plans developed for within the proposed project area of the Lorraine Rd Extension may utilize the base files provided for the roadway project as a background, to better coordinate the alignments and utility corridor.*

7.2 Design Document Review for 30% and 60% drawings and specifications.

7.3 Perform Value Engineering / Constructability review at 30% and 60%.

Task 8 – Preliminary Permitting

Attend pre-application meetings with the following agencies and develop minutes. Develop draft application packages to each of the agencies listed above based on feedback received in pre-application meetings.

- 8.1 FDEP (Department of Health) – Domestic water Permit for pipeline.
- 8.2 FDEP (Environmental Resource permit) construction and pump station stormwater system.
- 8.3 Southwest Florida Water Management District (SWFWMD) – Cow Pen Slough Crossings.
- 8.4 U.S. Army Corps of Engineers.
- 8.5 Florida Department of Transportation.
- 8.6 Florida Fish and Wildlife Commission.
- 8.7 Sarasota County (Public Works and Site Development Review)

Task 9 – GMP Development

9.1 The Design-Builder will provide a GMP on 60% design and pre-construction activities. The 60% document will consist of plans and specifications incorporating final comments from the Authority at the 60% review meeting as well as any value engineering (VE) efforts agreed to by the Authority. The GMP submittal will include a listing of documents (plans and specifications), assumptions and clarifications used as a basis of developing the GMP. Two weeks have been allotted for the Authority's review of the GMP submittal. Following the Authority's review, a GMP workshop (or multiple if necessary) will be held to address comments received. The submittal will include a proposed schedule of values establishing design and construction components with sufficient detail to utilize for progress billings. In addition, the baseline schedule, further developed during preconstruction will be updated and included in the submittal, identifying the guaranteed completion date for construction of the Project. The GMP submittal will generally include cost and schedule components for tasks necessary to construct the Project, including:

- Project Permitting – Submittal and Permit Acquisition
- Design Support Services during Construction
- Construction Cost
- Construction and Design Contingency (to 100% completion)
- Project Allowances
- General Conditions
- Design-Builder's Fee
- Third Party Construction Observation

9.2 Bid package development for suppliers / subcontractors.

9.3 Early work package / procurement development.

9.4 Early vendor coordination, purchasing and submittals.

9.6 90% design Level Estimate / Reconciliation

9.7 100% Permit set estimate / reconciliation.

Task 10 – Public Engagement

The Design Team will provide support for public engagement services as follows:

10.1 Participate and attend up to two (2) public meetings. Assist in creating digital graphics with which the Authority will create boards or posters as required.

Task 11 – Allowances

To supplement services provided by Stantec, contracted separately with the Authority, supplemental services will be provided to obtain additional information required for the completion of the design, to address changes in the pipeline alignment, or to address additional work requested by the

Authority. Individual allowances are provided for each of the services below. Use of the allowance funds will be subject to development and Authority approval of individual scopes of services and associated fees.

- 11.1 Supplemental Subsurface utility engineering - Fees include a \$50,000.00 allowance for additional SUE locates.
- 11.2 Supplemental Surveying - Fees include a \$100,000.00 allowance for additional surveying services including, but not limited to topographic and boundary surveys, jurisdictional surveys, and development of sketch and legal descriptions for land acquisition purposes.
- 11.3 Supplemental Land Acquisition Services – Fees include a \$100,000.00 allowance for additional land acquisition services including, but not limited to, title searches, appraisals, negotiations, assistance with condemnations, and preparation of closing and recording paperwork.
- 11.4 Owner’s Allowance - Fees include a \$300,000.00 allowance for additional work requested by the Owner in addition to the scope items included herein.
- 11.5 Supplemental Soils/Geotechnical Investigations – Fees include a \$35,000.00 allowance for additional geotechnical testing and engineering evaluations

EXHIBIT 3.2
PHASE 1 SERVICES MILESTONES
REGIONAL INTEGRATED LOOP
PHASE 3C PIPELINE PROGRESSIVE DESIGN-BUILD

| | Milestone | Date¹ |
|----|------------------------------------|-------------------------|
| A. | Authority Governing Board Approval | October 5, 2022 |
| B. | Effective Date of the Agreement | October 5, 2022 |
| C. | Notice to Proceed (NTP) | TBD ² |
| D. | BODR to Authority | December 8, 2022 |
| E. | 60% Design to Authority | January 10, 2023 |
| F. | 60% GMP to Authority | January 17, 2023 |

- 1) Milestone dates account for 2 weeks of review time for each item by Authority.
- 2) NTP will be provided after certificate of insurance and fully executed contract are received by Authority.

EXHIBIT 4.1
COMPENSATION FOR PHASE 1 SERVICES
REGIONAL INTEGRATED LOOP
PHASE 3C PIPELINE PROGRESSIVE DESIGN-BUILD

Owner will pay Design-Builder the fixed amounts for Deliverables Tasks 1–10 shown in the table below as described in Exhibit 1.1, Design-Builder’s Phase 1 Services. For Deliverable Task 11, Allowances, Owner will pay Design-Builder on a time and materials basis in accordance with Article 5 of the Agreement. Design-Builder is authorized to bill on a monthly basis for allowable costs incurred during the previous month. Design-Builder shall include all labor hours and labor rates on its invoices and shall provide adequate supporting documentation for hours and expenses incurred. The schedule for deliverables to be completed by the Design-Builder is described in Exhibit 3.2 – Phase 1 Services Milestones.

| Task No. | Task Name | Not-to-exceed Payment Amount |
|----------|------------------------|------------------------------|
| 1 | Project Coordination | \$ 326,581.00 |
| 2 | Meetings and Workshops | \$ 149,355.00 |
| 3 | Utility Coordination | \$ 101,538.00 |
| 4 | Basis of Design Report | \$ 218,064.00 |
| 5 | Field Investigation | \$ 445,404.00 |
| 6 | Engineering Evaluation | \$ 203,473.00 |
| 7 | 60% Design | \$ 1,082,143.00 |
| 8 | Preliminary Permitting | \$ 109,636.00 |
| 9 | GMP Development | \$ 299,194.00 |
| 10 | Public Engagement | \$ 25,062.00 |
| 11 | Allowances | \$ 585,000.00 |
| | Total → | \$ 3,545,450.00 |

EXHIBIT 6.1.2
OWNER FURNISHED DOCUMENTS TO DESIGN-BUILDER
REGIONAL INTEGRATED LOOP
PHASE 3C PIPELINE PROGRESSIVE DESIGN-BUILD

| Document | File Name (Examples) | Brief Description ¹ | Estimated Submittal Date to Contractor |
|----------|--|-----------------------------------|--|
| 1 | 22010800SU-Report.pdf | SUE Report | Completed |
| 2 | 6511-22-246-Report.pdf | Geotechnical Report | November 4, 2022 |
| 3 | 177311750v-surw01.dwg | Base Map with Lidar, R/W, and SUE | November 4, 2022 |

- 1) Work orders with full description of documents previously provided to Contractor and available upon request.

EXHIBIT 7.1
PROJECT DESIGN CRITERIA
REGIONAL INTEGRATED LOOP
PHASE 3C PIPELINE PROGRESSIVE DESIGN-BUILD

The design and installation of approximately 42,500 LF of new 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 will then extend generally north to the approximate vicinity of the intersection of Fruitville and Lorraine Roads where it will terminate at a delivery location with Sarasota County utilities existing infrastructure.

The design and installation of 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.

EXHIBIT 9.1
REQUIREMENTS FOR PROJECTS USING FEDERAL FUNDS
REGIONAL INTEGRATED LOOP
PHASE 3C PIPELINE PROGRESSIVE DESIGN-BUILD

- A. Requirements provided in 2 CFR Part 200 Appendix II.** Design-Builder shall comply with and shall ensure that all DB-Related Entities comply with the following requirements as provided in 2 CFR Part 200 Appendix II.
- 1. Compliance with Air and Water Pollution laws.** Design-Builder shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7571q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Design-Builder shall notify the Authority of any violations under these laws that occur.
 - 2. Debarment and Suspension under System for Award Management (SAM).** Design-Builder represents and affirms that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded from receiving money from federal contracts, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. For more information see <https://sam.gov/content/exclusions>.
 - 3. No Lobbying.** Design-Builder shall comply with 31 U.S.C. 1352, as amended from time to time, which provides in part, “None of the funds appropriated by any Act may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action. . .”
 - 4. Products Containing Recovered Materials.** Design-Builder shall comply with 2 CFR 300.323 which requires compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery;

and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

5. **Prohibited telecommunications and video surveillance services or equipment.** Design-Builder shall comply with 2 CFR 200.216 entitled, Prohibition on procurement of certain telecommunications and video surveillance services or equipment.
6. **Purchase of materials produced in the United States.** Design-Builder shall comply and shall require its subcontractors to comply with 2 CFR 200.322 concerning purchase of materials produced in the United States. Materials include but are not limited to iron, aluminum, steel, cement, and other manufactured products and are further defined in 2 CFR 200.322.
7. **Equal Employment Opportunity.** Design-Builder shall comply with 41 CFR 60-1.4(b) which is incorporated by reference in this contract. This federal regulation contains a number of requirements and prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
8. **Compliance with Davis-Bacon Act.** Design-Builder shall comply with the following provisions of the Davis-Bacon Act contained in 29 CFR § 5.5 (a)(1) – (10) and shall include the full text provided below in any subcontracts.

(1) ***Minimum wages.***

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Design-Builder and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of [paragraph \(a\)\(1\)\(iv\)](#) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers

and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in [§ 5.5\(a\)\(4\)](#). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under [paragraph \(a\)\(1\)\(ii\)](#) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Design-Builder and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Design-Builder and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Design-Builder, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to [paragraphs \(a\)\(1\)\(ii\) \(B\)](#) or [\(C\)](#) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Design-Builder shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Design-Builder does not make payments to a trustee or other third person, the Design-Builder may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the Design-Builder, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Design-Builder to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (2) ***Withholding.*** The Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Design-Builder under this contract or any other Federal contract with the same prime Design-Builder, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Design-Builder, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Design-Builder or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949

in the construction or development of the project), all or part of the wages required by the contract, the Authority may, after written notice to the Design-Builder, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) ***Payrolls and basic records.***

(i) Payrolls and basic records relating thereto shall be maintained by the Design-Builder during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under [29 CFR 5.5\(a\)\(1\)\(iv\)](#) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Design-Builder shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Design-Builders employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The Design-Builder shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Authority for transmission to the United States Environmental Protection Agency (EPA). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under [29 CFR 5.5\(a\)\(3\)\(i\)](#), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired.

Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Design-Builder is responsible for the submission of copies of payrolls by all subcontractors. Design-Builders and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Design-Builder will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the Design-Builder, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Design-Builder to require a subcontractor to provide addresses and social security numbers to the prime Design-Builder for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the Design-Builder or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, [29 CFR part 5](#), the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, [29 CFR part 5](#), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, [29 CFR part 3](#);

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by [paragraph \(a\)\(3\)\(ii\)\(B\)](#) of this section.

(D) The falsification of any of the above certifications may subject the Design-Builder or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Design-Builder or subcontractor shall make the records required under [paragraph \(a\)\(3\)\(i\)](#) of this section available for inspection, copying, or transcription by authorized representatives of the EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Design-Builder or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Design-Builder, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to [29 CFR 5.12](#).

(4) *Apprentices and trainees* -

(i) ***Apprentices.*** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Design-Builder as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Design-Builder is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Design-Builder's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than

the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Design-Builder will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) ***Trainees.*** Except as provided in [29 CFR 5.16](#), trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Design-Builder will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) ***Equal employment opportunity.*** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

(5) ***Compliance with Copeland Act requirements.*** The Design-Builder shall comply with the requirements of [29 CFR part 3](#), which are incorporated by reference in this contract.

(6) ***Subcontracts.*** The Design-Builder or subcontractor shall insert in any subcontracts the clauses contained in [29 CFR 5.5\(a\)\(1\)](#) through [\(10\)](#) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Design-Builder shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in [29 CFR 5.5](#).

(7) ***Contract termination: debarment.*** A breach of the contract clauses in [29 CFR 5.5](#) may be grounds for termination of the contract, and for debarment as a Design-Builder and a subcontractor as provided in [29 CFR 5.12](#).

(8) ***Compliance with Davis-Bacon and Related Act requirements.*** All rulings and interpretations of the Davis-Bacon and Related Acts contained in [29 CFR parts 1, 3, and 5](#) are herein incorporated by reference in this contract.

(9) ***Disputes concerning labor standards.*** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in [29 CFR parts 5, 6, and 7](#). Disputes within the meaning of this clause include disputes between the Design-Builder (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) ***Certification of eligibility.***

(i) By entering into this contract, the Design-Builder certifies that neither it (nor he or she) nor any person or firm who has an interest in the Design-Builder's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or [29 CFR 5.12\(a\)\(1\)](#).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or [29 CFR 5.12\(a\)\(1\)](#).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, [18 U.S.C. 1001](#).

10. Compliance with Contract Work Hours and Safety Standards Act. *Design-Builder* shall comply and shall ensure that its subcontractors comply with 40 U.S.C. 3702 and 3704, and the following provisions as set forth in Department of Labor regulations 29 CFR 5.5(b) (1)-(4). As used in this paragraph the terms *laborers* and *mechanics* include watchmen and guards.

- (1) ***Overtime requirements.*** No Design-Builder or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) ***Violation; liability for unpaid wages; liquidated damages.*** In the event of any violation of the clause set forth above in subparagraph (1) of this section the Design-Builder and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Design-Builder and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth above in subparagraph (1) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth above in subparagraph (1) of this section.
- (3) ***Withholding for unpaid wages and liquidated damages.*** The Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Design-Builder or subcontractor under any such contract or any other Federal contract with the same prime Design-Builder, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Design-Builder, such sums as may be determined to be necessary to satisfy any liabilities of such Design-Builder or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth above in subparagraph (2) of this section.
- (4) ***Subcontracts.*** The Design-Builder or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Design-Builder shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in

subparagraphs (1) through (4) of this section.

B. Build America, Buy America Act requirements. Design Builder shall comply with and shall ensure that all DB-Related Entities comply with the requirements contained in the Build America, Buy America Act (“BABA”), Pub. L. No. 117-58, §§ 70901-70952 concerning iron, steel, manufactured products, and construction materials and shall ensure compliance with any applicable regulations adopted pursuant to BABA.

**General Conditions of the
Agreement between Owner and Design-Builder**

Table of Contents

- Article 1 – Definitions And Terminology
- Article 2 – Preliminary Matters
- Article 3 – Contract Documents: Intent, Amending, Reuse
- Article 4 – Availability of Lands; Differing Site Conditions; Reference Points; Hazardous Environmental Conditions
- Article 5 – Bonds and Insurance
- Article 6 – Design/Builder's Responsibilities
- Article 7 – Other Construction
- Article 8 – Owner's Responsibilities
- Article 9 – Changes in the Work; Claims
- Article 10 – Cost of The Work; Cash Allowances; Unit Price Work
- Article 11 – Change of Contract Price; Change of Contract Time(s)
- Article 12 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work
- Article 13 – Payments to Design/Builder and Completion
- Article 14 – Suspension of Work and Termination
- Article 15 – Claims and Dispute Resolution

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Contract Documents and printed with initial capital letters, the following terms have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Acceptance Testing and Commissioning*: The tests and commissioning process set forth in the technical specifications provided by the Design-Builder and approved by the Authority..
 2. *Addenda*: Written or graphic instruments issued prior to the opening of Proposals which clarify, correct, or change the Request for Proposals or the Contract Documents.
 3. *Agreement*: The written instrument which is evidence of the agreement between Owner and Design-Builder covering the Work.
 4. *Application for Payment*: The form which is to be used by Design-Builder in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 5. *Asbestos*: Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 6. *Bonds*: Performance and payment bonds.
 7. *Change Order*: A written order which, when signed by Design-Builder and Owner, authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time(s), issued on or after the Effective Date of the Contract.
 8. *Construction*: The part of the Work that is the result of performing or furnishing of labor, the furnishing and incorporating of materials and equipment into the Work and the furnishing of services (other than Design Professional Services) and documents, all as required by the Contract Documents.
 9. *Construction Manager*: An individual or entity with whom Owner may contract to furnish services to Owner with respect to the Project.
 10. *Construction Subagreement*: A written agreement between Design-Builder and a construction Subcontractor for provision of Construction.
 11. *Contract*: The entire and integrated written agreement between Owner and Design-

Builder concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*: Those items so designated in the Agreement.
13. *Contract Price*: The moneys payable by Owner to Design-Builder for completion of the Work in accordance with Article 4 of the Agreement.
14. *Contract Time(s)*: The Scheduled Substantial Completion Date and Scheduled Final Acceptance Date.
15. *DB-Related Entity*: Design-Builder, Design Subconsultants, Subcontractors, Suppliers, and anyone for whose acts any of them may be legally or contractually responsible.
16. *Delay Liquidated Damages*: Those liquidated damages set forth in Section 3.5 of the Agreement.
17. *Design-Builder*: The entity with whom Owner has entered into the Agreement.
18. *Design Professional Services*: That part of the Work comprised of services relating to the preparation of Drawings, Specifications, and other design submittals specified by the Contract Documents and required to be performed by licensed design professionals, as well as other services provided by or for licensed design professionals as part of the Work.
19. *Design Subagreement*: A written agreement between Design-Builder and a Design Subconsultant for provision of Design Professional Services.
20. *Design Subconsultant*: A qualified, licensed design professional, eligible to provide professional engineering, architectural and/or land surveying services in Florida, who is not an employee of Design-Builder, but is retained by Design-Builder to furnish design services on the Project through a Design Subagreement.
21. *Drawings*: Those Submittals prepared by or for Design-Builder and approved by Owner consisting of drawings, diagrams, illustrations, schedules, and other data which show the scope, extent, and character of the Work.
22. *Effective Date of the Agreement*: The date that the Contract is executed by both Owner and Design-Builder.
23. *Effective Date of the Guaranteed Maximum Price Amendment*: The date that the Guaranteed Maximum Price Amendment is executed by both Owner and Design-Builder.
24. *Field Order*: A written order issued by Owner which orders minor changes in the Work, but which does not involve a change in the Contract Price or the Contract Time(s).
25. *Final Acceptance*: The written notice from Owner to Design-Builder pursuant to

Paragraph 13.08 that Owner is satisfied that the Work has been completed and Design-Builder's other obligations under the Contract Documents have been fulfilled.

26. *Final Drawings and Specifications*: Those Drawings and Specifications that will be approved by Owner and will become Contract Documents.
27. *General Conditions*: These General Conditions of the Contract between Owner and Design-Builder.
28. *Guaranteed Maximum Price Amendment*: The Amendment referred to in Section 8.4 of the Agreement.
29. *Guaranteed Maximum Price Proposal*: The documents submitted by Design-Builder under Section 8.2 of the Agreement setting forth, among other things, the design concepts, proposed prices, and other conditions for the Work to be performed thereunder.
30. *Guaranteed Maximum Price Proposal Documents*: Those Drawings and Specifications generated and/or developed by Design-Builder during the Phase 1 Services phase of this Agreement and referenced as Guaranteed Maximum Price Proposal Documents in the Guaranteed Maximum Price Amendment, which documents are intended to be the baseline for the design to be performed as part of the Final Design and Construction (Phase Two) Services Phase.
31. *Hazardous Environmental Condition*: The presence at the Site of Hazardous Materials in such quantities or circumstances that may present an imminent or substantial danger to persons or property exposed thereto on connection with the Work.
32. *Hazardous Materials*: Collectively, Asbestos, Hazardous Waste, PCB's, Petroleum Products, Radioactive Materials and other materials, waste, substances and chemicals deemed to be hazardous under applicable Laws and Regulations.
33. *Hazardous Waste*: The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
34. *Laws and/or Regulations*: Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
35. *Liens*: Charges, security interests or encumbrances upon real property or personal property.
36. *Milestone*: Completion date(s), if any, specified as "Milestones" in Article 3 of the Agreement and relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
37. *Notice to Proceed ("NTP")*: A written notice given by Owner to Design-Builder, which notice is the date on which the Contract Time(s) will commence to run and is

the date on which Design-Builder shall start to perform the Work.

38. *Owner*: Peace River Manasota Regional Water Supply Authority.
39. *Owner's Advisor*: Brown and Caldwell.
40. *Owner Indemnitee(s)*: Owner and all of its representatives, appointed and elected officials, officers, employees, authorized agents, consultants (including Owner's Advisor and Construction Manager), and other duly authorized representatives.
41. *Partial Utilization*: Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.
42. *PCBs*: Polychlorinated biphenyls.
43. *Petroleum*: Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.
44. *Project*: The Regional Integrated Loop Phase 3C pipeline project.
45. *Radioactive Material*: Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
46. *Record Documents*: Those documents described in paragraph 6.12.
47. *Schedule of Values*: A schedule contained in the Guaranteed Maximum Price Amendment prepared by Design-Builder and acceptable to Owner indicating that portion of the Contract Price to be paid for each major component of the Work.
48. *Scheduled Final Acceptance Date*: The date set forth in Article 3 of the Agreement by which Final Acceptance shall be achieved.
49. *Scheduled Substantial Completion Date*: The date set forth in the Guaranteed Maximum Price Amendment by which the Work shall be substantially complete.
50. *Site*: Lands or other areas designated in the Contract Documents as being furnished by Owner upon which Construction is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for use of Design-Builder.
51. *Specifications*: Those Submittals prepared by or for Design-Builder and approved by Owner consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

52. *Subcontractor*: An individual or entity other than a Design Subconsultant or Supplier having a direct contract with Design-Builder or with any other Subcontractor for the performance of a part of the Work.
53. *Submittal*: A written or graphic document prepared by or for Design-Builder which is required by the Contract Documents to be submitted to Owner by Design-Builder. Submittals may include Drawings, Specifications, progress schedules, shop drawings, samples, cash flow projections, and Schedules of Values. Except for the Guaranteed Maximum Price Proposal Documents and the Final Drawings and Specifications, Submittals are not Contract Documents.
54. *Substantial Completion*: The time at which the Work (or a specified part) has progressed to the point where it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part) can be utilized for the purposes for which it is intended and is ready for Acceptance Testing and Commissioning. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
55. *Supplementary Conditions*: The part of the Contract Documents which amends or supplements these General Conditions.
56. *Supplier*: A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Design-Builder or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Design-Builder or any Subcontractor.
57. *Unit Price Work*: Work to be paid for on the basis of unit prices.
58. *Work*: All Design Professional Services, Construction, and other obligations to be performed by Design-Builder under the Contract Documents, including without limitation project management, supervision, training, testing, commissioning, and all other services and deliverables required by Design-Builder to achieve Final Acceptance of the Project in accordance with the Contract Documents.
59. *Work Change Directive*: A written directive to Design-Builder, issued on or after the Effective Date of the Agreement and signed by Owner ordering an addition, deletion, or revision in the Work, or responding to differing site conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Time(s), but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time(s).
60. *Work Product*: All Drawings, Specifications, Submittals, and other documents and data identified in the Contract Documents as being prepared or furnished by Design-Builder and submitted to Owner.

1.02 Terminology

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

B. *Intent of Certain Terms or Adjectives:*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.
2. The word "defective," when modifying the word "Construction" refers to Construction that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Final Acceptance (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion) provided that the defect was not caused by Owner.
3. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
4. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials or equipment or equipment complete and ready for intended use.
5. The words "perform" or "provide" when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
6. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Design-Builder, "provide" is implied.
7. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with that meaning.

ARTICLE 2 – PRELIMINARY MATTERS

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

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

2.02 *Commencement of Work; Notice to Proceed*

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

2.03 Contract Documents

- A. All Work that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as necessary to properly execute and complete the Work to conform to the requirements of the Contract Documents shall be provided by Design-Builder with no change in the Contract Price or Contract Time. Additionally:
1. Arrangement and titles of drawings and organization of the specifications into divisions, sections and articles in the Contract Documents shall not be construed as segregating the various units of material and labor, dividing the Work among Subcontractors, or establishing the extent of Work to be performed by any trade. Design-Builder may arrange and delegate the Work in conformance with trade practices, but Design-Builder shall be responsible for completion of all Work in accordance with the Contract Documents.
 2. Before undertaking the Work, Design-Builder shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Design-Builder shall promptly report in writing to Owner any conflict, error, ambiguity, or discrepancy which Design-Builder may discover and shall obtain a written interpretation or clarification from Owner before proceeding with any Work affected thereby.

2.04 Submission of Schedules

- A. The schedules set forth below shall be included in the Guaranteed Maximum Price Amendment:
1. A progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including the Scheduled Substantial Completion Date upon which the proposal and progress schedule is based;
 2. A schedule of Submittals which will list each required Submittal and the times for submitting, reviewing, and processing each Submittal;
 3. A Schedule of Values for all of the Work which will include quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work; and
 4. A cash flow projection estimating that portion of the Contract Price to be due during each month of performance.

2.05 Kick-Off Meeting and Initial Conference

- A. The parties will have a Project kick-off meeting within seven (7) days of the NTP with Phase

1 Services to discuss issues affecting the administration of the Work and ability of the parties to perform their obligations under the Contract Documents. Design-Builder will be expected to provide a general overview of its Project management plan and discuss significant issues that might impact scheduling and planning. At the kick-off meeting, Owner and Design-Builder shall designate, if they have not done so previously, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.06 *Applicable Owner Policies*

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

Article 3 – Contract Documents: Intent, Amending, Reuse

3.01 *Intent of the Contract Documents*

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

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

3.02 *Reference Standards*

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

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

3.03 Resolving Discrepancies

A. Except as otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

1. The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
2. The provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

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

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

3.04 Amending and Supplementing Contract Documents

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

1. A Work Change Directive;
2. A Change Order;
3. A Field Order.
4. A written amendment executed by the Parties.
5. Owner's acceptance of required Submittals pursuant to paragraph 6.17.B.

3.05 Ownership and Use of Work Product

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

B. The Work Product is not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse (or modifications to Work Product by Owner on this Project in the event of termination of Design-Builder) without written approval by Design-Builder or Design-Subconsultant for the specific

purpose intended will be at Owner's sole risk and without liability or legal exposure to Design-Builder or Design Subconsultant. Design-Builder will be entitled to further compensation at rates to be agreed upon by Owner and Design-Builder if Owner asks Design-Builder to verify or adapt the Work Product for extensions of the Project or any other project.

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

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

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

3.06 *Electronic Data*

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

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

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

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

Hazardous Environmental Conditions

4.01 Availability of Lands

A. Owner will obtain utility easements for placement of the pipeline and temporary construction easements identified in the design provided by Design-Builder. Design Builder agrees that the Site as identified in Exhibit 6.1.2 of the Agreement will be sufficient for the Project. The parties will develop a schedule that provides milestones for Project design, acquisition of easements, and construction. If Design-Builder and Owner are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Time(s) as a result of any delay in Owner's furnishing the Site, Design-Builder may make a claim therefor as provided in Article 9.

B. Owner is a government entity. Accordingly, the provisions of Chapter 713, Florida Statutes concerning construction liens, do not apply to lands owned by Owner.

4.02 Differing Site Conditions

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

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

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

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

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

4.03 Reference Points

Design-Builder is responsible for laying out the Work and shall protect and preserve the reference points and property monuments established by Owner and shall make no changes or relocations without the prior written approval of Owner. Design-Builder shall

report to Owner whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Hazardous Environmental Conditions at Site*

A. If Design-Builder encounters any unknown Hazardous Environmental Conditions at the Site, it shall stop Work immediately in the affected part of the Work to the extent required to avoid any such safety or health hazard until it has taken such action as is necessary, in accordance with applicable Laws and Regulations, to protect the interests of any affected party. Design-Builder shall, immediately upon encountering any Hazardous Environmental Conditions at the Site, notify Owner and, if required by Laws and Regulations, assist Owner in providing notifications to all governmental authorities having jurisdiction over the Project or Site.

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

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

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

E. Nothing contained in this paragraph 4.04 is intended to identify Design-Builder as

the generator of any pre-existing Hazardous Materials, except as set forth in applicable Legal Requirements.

Article 5 – Bonds And Insurance

5.01 *Performance, Payment, and Other Bonds*

- A. On or before the Effective Date of the Guaranteed Maximum Price Amendment, Design-Builder shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all Design-Builder's obligations to furnish, provide and pay for the Work, including but not limited to all Design Professional and Construction Services. The Performance Bond shall remain in effect at least until two (2) year after Final Acceptance except as provided otherwise by Laws or Regulations.
- B. All Bonds must be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Bureau of the Fiscal Service, Surety Bond Branch, U.S. Department of the Treasury. Additionally, the surety shall:
 - 1. hold a certificate of authority authorizing it to write surety bonds in Florida;
 - 2. have twice the minimum surplus and capital required by the Florida insurance code at the time of the Effective Date of the Guaranteed Maximum Price Amendment;
 - 3. be in compliance with the provisions of the Florida insurance code;
 - 4. hold a currently valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. Sections 9304 to 9308; and
 - 5. provide an affidavit executed by an officer of the surety bond insurer as evidence that the surety company is in compliance with the foregoing requirements.
- C. All Bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- D. If the surety on any Bond furnished by Design-Builder is declared a bankrupt or becomes insolvent or its right to do business is terminated in Florida or it ceases to meet the requirements of paragraphs 5.01.B and 5.02, Design-Builder shall within twenty (20) days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by Design-Builder must be obtained from surety or insurance companies that are duly licensed or authorized to conduct business in the state of Florida. In addition, such sureties and insurance companies shall have an A.M. Best company rating of "A -" or better.

5.03 *Certificates of Insurance*

- A. Design-Builder shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured or loss payee) which Design-Builder is required to purchase and maintain.
- B. Failure of Owner to demand such certificates or other evidence of Design-Builder's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Design-Builder's obligation to maintain such insurance.
- C. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Design-Builder.
- D. The insurance and insurance limits required herein shall not be deemed as a limitation on Design-Builder's liability under the indemnities granted to Owner and others in the Contract Documents.

5.04 *Design-Builder's Insurance*

- A. Design-Builder shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Design-Builder's performance of the Work and Design-Builder's other obligations under the Contract Documents, whether it is to be performed by Design-Builder or any other DB-Related Entity:
 - 1. Claims under workers' compensation, disability benefits and other similar employee benefit acts;
 - 2. Claims based on the provision of professional services, including but not limited to the Design Professional Services to be performed by Design-Builder, to be insured under a professional liability insurance policy or endorsement;
 - 3. Claims for damages because of bodily injury, occupational sickness or disease, or death of Design-Builder's employees;
 - 4. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Design-Builder's employees;
 - 5. Claims for damages insured by reasonably available personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Design-Builder, or (ii) by any other person for any other reason;
 - 6. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 - 7. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

- B. The policies of insurance required by paragraph 5.04.A shall:
1. With respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis and include as additional insureds, on a primary and non-contributory basis, Owner and Owner Indemnitees (subject to any customary exclusion in respect of professional liability), all of whom must be listed as additional insureds (through a blanket endorsement or otherwise) and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby. The endorsement for such additional insured status shall specifically include completed operations coverage for Owner and Owner Indemnitees;
 2. Include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. Include contractual liability insurance covering Design-Builder's obligations under paragraphs 6.11 and 6.20;
 4. Contain a provision or endorsement that the coverage afforded will not be canceled, renewal refused, or reduced in coverage or limits, until at least thirty days' prior written notice has been given to Owner and each other additional insured indicated in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by Design-Builder pursuant to paragraph 5.03 will so provide);
 5. Remain in effect at least until Final Acceptance and at all times thereafter when Design-Builder may be correcting, removing, or replacing defective Construction in accordance with paragraphs 12.06 and 12.07; and
 6. Include completed operations coverage:
 - a. Such insurance shall remain in effect for five (5) years after Final Acceptance.
 - b. Design-Builder shall furnish Owner and each other additional insured to whom a certificate of insurance has been issued evidence satisfactory to Owner and any such additional insured of continuation of such insurance at Final Acceptance and five (5) years thereafter.
- C. Each Subcontractor performing any Work on the Project Site shall provide insurance that complies with the insurance requirements set forth in paragraphs 5.04.A, 5.04.B.1 and 5.04.B.2.
- D. Within 14 days after the Effective Date of the Agreement Design-Builder shall provide to Owner the required Insurance Declaration Page of Policy for the insurance requirements of this Article 5.

5.05 *Property Insurance*

- A. Design-Builder shall purchase and maintain property insurance upon Construction at the Site. Such insurance is in the amount of the full replacement cost. Such insurance must:
1. include the interests of Owner, Design-Builder, and any other persons or entities identified as a loss payee in the Supplementary Conditions, each of whom is deemed to have an insurable interest to the extent of their actual loss.
 2. be written on a Builder's Risk "all risk" policy that shall at least include insurance for physical loss or damage to the Work, including any real or personal property delivered to the site and shall insure against at least the perils of fire, lightning, extended coverage, theft, vandalism and malicious mischief, flood, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws or Regulations, water damage and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;
 3. include expenses incurred in the repair or replacement of any Owner's property (including but not limited to fees and charges of Owner's Advisor and Construction Manager);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Owner;
 5. include the hazards usually contained in a boiler and machinery policy, and any additional property insurance as may be required by the Supplementary Conditions or Laws or Regulations;
 6. remain in effect and not be excluded by a "force majeure clause," whether in these General Conditions or otherwise; and
 7. be maintained in effect until Final Acceptance unless otherwise agreed to in writing by Owner and Design-Builder with thirty days written notice to each other person or entity that is identified as a loss payee in the Supplementary Conditions.
- B. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained by Design-Builder in accordance with this paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled, renewal refused, or reduced in coverage or limits, until at least 30 days' prior written notice has been given to Owner and to each other loss payee identified in the Supplementary Conditions, and will contain waiver provisions in accordance with paragraph 5.07.
- C. Owner is not responsible for purchasing and maintaining any property insurance to protect the interests of any DB-Related Entity to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Design-Builder or the DB-Related Entity suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

5.06 *Waiver of Rights*

- A. Owner and Design-Builder waive against each other and Owner's Indemnitees and DB-Related Entities all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.

5.07 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by paragraph 5.05 will be adjusted with Design-Builder and made payable to Design-Builder and Owner as joint loss payees and fiduciaries for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause. Design-Builder shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, Design-Builder shall repair or replace the damaged Construction, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.
- B. Design-Builder as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Design-Builder's exercise of this power. If such objection be made, Design-Builder as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Design-Builder as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Design-Builder as fiduciary shall give bond for the proper performance of such duties.

5.08 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If Owner has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by Design-Builder in accordance with Article 5 on the basis of their not complying with the Contract Documents, Owner shall notify Design-Builder in writing within ten days after receipt of the certificates and insurance declaration page(s) and Design-Builder shall provide to Owner such additional information in respect of insurance provided as Owner may reasonably request. If Design-Builder does not maintain all of the Bonds and insurance required by the Contract Documents, and without prejudice to any other right or remedy, Owner shall have the right to terminate Design-Builder for cause under Paragraph 14.02.

5.09 *Partial Utilization, Acknowledgment of Property Insurance*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 13.06, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.05 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any

such partial use or occupancy.

Article 6 – Design-Builder's Responsibilities

6.01 *Design Professional Services*

A. *General*

1. The standard of care for all Design Professional Services performed or furnished by Design-Builder under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar conditions at the same time and in the same locality. Despite the preceding sentence, if the Guaranteed Maximum Price Proposal Documents contain specific performance standards, Design-Builder shall perform the services to achieve such standards.
2. Design-Builder shall comply with all Florida laws with respect to the practice of land surveying and professional engineering.
3. Design-Builder assumes full responsibility for any portion or element of the Contract Documents that is incorporated into the Drawings and Specifications. Design-Builder is responsible for any errors in the Work Product developed through Phase 1 Services Agreement, including but not limited to the Guaranteed Maximum Price Proposal Documents.
4. Owner has the right to review and comment upon all Design-Builder design documents, whether in draft or final form, including all field-directed amendments to the design, in order to confirm the compliance and consistency of the design documents with the Contract Documents. Design-Builder shall give consideration and provide written responses to any comments delivered by Owner as to Design-Builder's design Submittals. Neither compliance by Design-Builder with the Contract Documents, nor review of and comment by Owner on Design-Builder's design documents, nor any failure or delay by Owner in commenting on any design Submittals, shall in any way relieve Design-Builder of full responsibility for the design, construction, and performance of the Project in accordance with the Contract Documents.
5. Owner has provided the documents listed in Exhibit 6.1.2 that Design-Builder may rely upon. With regard to information that are not listed in Exhibit 6.1.2 Owner makes no representation or warranty to Design-Builder that the information provided to Design-Builder is correct, sufficient, complete, or accurate. Design-Builder shall, as part of the Design Professional Services, evaluate and validate any design criteria, requirements or other data and information provided in the Contract Documents, and, if it believes that there are errors, omissions, contradictions, or any other problems in the Contract Documents, it shall notify Owner accordingly. Design-Builder assumes responsibility for the sufficiency, completeness, and accuracy of all Contract Documents, Despite the fact that Owner provided such information. Design-Builder will have no right to claim or seek an adjustment to the Contract Price or Contract Time as the result of: (i) any incomplete, inaccurate, ambiguous, or inadequate information or requirements contained in or among any of the Contract

Documents; or (ii) Owner's review or approval of any Contract Documents.

B. *Phase 1 Services.* Design-Builder acknowledges that after the Effective Date of the Agreement it will be developing, among other things, the Guaranteed Maximum Price Proposal that forms the basis for the Contract Price, Contract Time(s) and all of its other obligations under the Contract Documents. Unless otherwise stated in its Guaranteed Maximum Price Proposal, Design-Builder agrees that once it completes the Guaranteed Maximum Price Proposal:

1. The Guaranteed Maximum Price Proposal Documents were prepared solely by Design-Builder and DB- Related Entities;
2. During its performance of the Phase 1 Services, Design-Builder was capable of conducting and did conduct investigations to verify or supplement its understanding of the information provided by Owner, existing conditions at the Project Site, and anything else reasonably needed to commit to its obligations in the Contract Documents;
3. Except as listed in Exhibit 6.1.2, Owner has made no representation or warranty to Design-Builder that the information provided to Design-Builder in conjunction with the Phase 1 Services is correct, sufficient, complete, or accurate; and
4. Other than as described in subparagraph 60.1(B)(5) below, Design-Builder will have no right to claim or seek an adjustment to the Contract Price or Contract Time(s) as the result of: (i) any incomplete, inaccurate, ambiguous, or inadequate information or requirements contained in or among any of the Contract Documents; (ii) Owner's review or acceptance of any Contract Documents; or (iii) Owner's involvement during the performance of the Phase 1 Services unless Owner directs Design-Builder to do something that is contrary to the Design-Builder's recommendations.
5. Design-Builder may rely upon the information provided in the documents listed in Exhibit 6.1.2, and any other documents identified in the Guaranteed Maximum Price Amendment.

C. *Phase 2 Services:* Design-Builder shall:

1. On the basis of the Guaranteed Maximum Price Proposal Documents, prepare Final Drawings showing the scope, extent, and character of the Construction to be performed and furnished by Design-Builder and Final Specifications (which will be prepared, where appropriate, in general conformance with the format recommended by the Construction Specifications Institute);
2. Provide technical criteria, written descriptions, and design data required for obtaining approvals of such governmental authorities as have jurisdiction to review or approve the final design of the Project, and assist Owner in consultations with appropriate authorities;
3. Furnish the above documents, Drawings, and Specifications to and review them with Owner within the times indicated in the schedules described in paragraph 2.04; and

4. Identify any deviations from other Contract Documents in accordance with paragraph 6.17.B.

6.02 *Supervision and Superintendence of Construction*

- A. Design-Builder shall supervise, inspect, and direct the Construction competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to provide the Construction in accordance with the Contract Documents. Design-Builder is solely responsible for the means, methods, techniques, sequences, and procedures of the Work. Design-Builder shall ensure that the completed Construction complies fully with the Contract Documents and shall keep Owner advised as to the quality and progress of the Construction.
- B. At all times during the progress of Construction, Design-Builder shall assign a competent resident superintendent who shall not be replaced without written notice to Owner except under extraordinary circumstances. The superintendent will be Design-Builder's representative at the Site and will have authority to act on behalf of Design-Builder. All communications given to or received from the superintendent will be binding on Design-Builder. The superintendent must be able to read, write, speak, and understand the English language.

6.03 *Labor, Working Hours*

- A. Design-Builder shall provide competent, suitably qualified personnel to perform the Work as required by the Contract Documents. Design-Builder shall at all times maintain good discipline and order at the Site.
- B. Working Hours: Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Construction at the Site must be performed during regular working hours, and Design-Builder will not work on Saturday, Sunday, or any legal holiday without Owner's written consent and 48 hours' notice.
- C. Rate of Pay: In addition to the supplemental Federal requirements provided in Exhibit 9.1, the hourly rate of pay for each employee shall comply with state law and industry standards for similar work performed under the Contract. Design-Builder shall maintain records verifying the rate of pay for each employee working on this contract and make such records available for inspection on demand by Owner. Design-Builder shall comply with all supplemental conditions included in this Contract as may be required by government funding agencies.
- D. Compliance: Failure to fully comply with paragraphs B, C and D above is a material breach of the Contract and cause for termination of the Contract for cause.

6.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Design-Builder shall furnish or

cause to be furnished and assume full responsibility for the Work, including but not limited to all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

- B. Design-Builder shall ensure that all materials and equipment incorporated into the Work are as specified by Owner, or in the Drawings or Specifications, or if not specified must be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Contract Documents shall expressly run to the benefit of Owner. If required by Owner, Design-Builder shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

6.05 *Progress Schedule*

- A. Design-Builder shall adhere to the progress schedule established in accordance with paragraph 2.04.A as it may be adjusted from time to time as provided below:
 - 1. Design-Builder shall submit to Owner for acceptance proposed adjustments in the progress schedule that will not change the Contract Time(s) (or Milestones). Such adjustments will conform generally to the progress schedule then in effect.
 - 2. Design-Builder shall submit proposed adjustments in the progress schedule that will change the Contract Time(s) (or Milestones) in accordance with the requirements of paragraph 11.02. Such adjustments may only be made by a Change Order.
 - 3. If, in the opinion of Owner, Design-Builder falls behind the progress schedule due to an event that does not enable Design-Builder to extend the Contract Time(s), including but not limited to actions or neglect of any DB-Related Entity's failure to perform part or all of the Work or to supply any equipment or materials, Owner may direct Design-Builder, at Design-Builder's sole cost and expense, to take remedial steps, including, but not limited to, increasing the number of personnel, shifts, and/or overtime operations, days of Work, and/or amount of construction equipment until such time as the Work is back on schedule. In such event, Design-Builder shall also submit for review not later than the time of submittal of the next request for partial payment, a supplementary schedule demonstrating the manner in which the acceptable rate and achievement of progress will be regained, all without additional cost to Owner.

6.06 *Concerning DB-Related Entities*

- A. Design-Builder shall not employ any DB-Related Entity or any individual against whom Owner may have reasonable objection. Design-Builder shall not be required to employ any

Design Subconsultant or Subcontractor against whom Design-Builder has reasonable objection. Owner requires the identity of Subcontractors, Suppliers, and other individuals or entities to be submitted to the Owner in advance of the Work for review by Owner. Owner's acceptance of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Design-Builder shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner to reject defective Work.

- B. Design-Builder is fully responsible to Owner for all acts and omissions of the DB-Related Entities just as Design-Builder is responsible for Design-Builder's own acts and omissions. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such DB-Related Entity any contractual relationship between Owner and any such DB-Related Entity;
 - 2. shall create any obligation on the part of Owner to pay or to see to the payment of any moneys due any DB-Related Entity except as may otherwise be required by Laws or Regulations.
- C. Design-Builder is solely responsible for scheduling and coordinating all DB-Related Entities.
- D. Design-Builder shall require all DB-Related Entities to communicate with Owner through Design-Builder.
- E. All Work performed for Design-Builder by a DB-Related Entity will be pursuant to an appropriate Design Subagreement or Construction Subagreement between Design-Builder and the DB-Related Entities which specifically binds the DB-Related Entities to the applicable terms and conditions of the Contract Documents for the benefit of Owner. Whenever any such agreement is with a DB-Related Entity who is listed as a loss payee on the property insurance provided in paragraph 5.05, the agreement between Design-Builder and such DB-Related Entity will contain provisions whereby the DB-Related Entity waives all rights against Owner, Owner's Advisor, Construction Manager, Design-Builder, and all other loss payees (and their officers, directors, members, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any DB-Related Entity, Design-Builder will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Design-Builder shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.

- B. To the fullest extent permitted by Laws or Regulations, Design-Builder shall indemnify and hold harmless the Owner Indemnitees from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the specification or incorporation in the Work of any invention, design, process, product or device. Despite the foregoing, Design-Builder shall not be liable to Owner for infringement claims: (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not objected to in writing by Design-Builder to Owner; (ii) arising from modifications to the Work by Owner after acceptance of the Work; or (iii) Owner's use or operation of the Work for purposes other than intended.

6.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Design-Builder shall obtain and pay for all necessary permits, licenses, and approvals of governmental authorities having jurisdiction over the Work. If any such permit, license or approval of governmental authorities is required to be formally issued in the name of Owner, Design-Builder shall undertake all efforts to obtain such permit, license, or approval subject to Owner's reasonable cooperation with Design-Builder, including execution and delivery of appropriate applications and other documentation in forms approved by Owner.
- B. Design-Builder shall pay all governmental charges and inspection fees necessary for the performance of the Work.

6.09 *Laws or Regulations*

- A. Design-Builder shall give all notices required by and comply with all Laws or Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring Design-Builder's compliance with any Laws or Regulations.
- B. If Design-Builder performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Design-Builder shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work.
- C. Changes in Laws or Regulations not known on the Effective Date of the Guaranteed Maximum Price Amendment having an effect on the cost or time of performance may be the subject of a change in Contract Price or Contract Time(s). Despite the above, Design-Builder shall not be entitled to an adjustment in the Contract Price or Contract Time for, and assumes the risk of, any changes in Laws or Regulations related to Design-Builder's corporate existence or the maintenance of its business, including, but not limited to, gross receipt taxes, social security, Medicare, and other payroll-related taxes.

6.10 Taxes

- A. Design-Builder shall pay all sales, consumer, use, employment-related and other taxes required to be paid by Design-Builder in accordance with the Laws or Regulations of the place of the Project which are applicable during the performance of the Work.
- B. Owner is exempt from payment of Florida state sales and use taxes and federal excise tax. Design-Builder, however, is not exempt from payment of Florida state sales and use taxes to the appropriate governmental agencies or for payment by Design-Builder to DB-Related Entities for taxes on materials used to fulfill its obligations under the Contract Documents.

6.11 Use of Site and Other Areas

- A. Limitation on Use of Site and Other Areas.
 - 1. The Site is identified in Exhibit 6.1.2 of the Agreement.
 - 2. Design-Builder shall confine construction equipment, the storage of materials and equipment, and the operations of construction workers to the Site and other areas permitted by Laws or Regulations and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Design-Builder shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. If Design-Builder determines that it needs additional easements to complete the project other than what is identified in Exhibit 6.1.2 of the Agreement, Design-Builder will obtain them.
 - 3. Should any claim be made by any such owner or occupant because of the performance of Work, Design-Builder shall promptly settle with such other party by negotiation or otherwise resolve the claim by dispute resolution proceeding or at law.
 - 4. Design-Builder shall ensure that all employees performing or furnishing any of the Work will be prohibited from using firearms, engaging in hunting, fishing, trapping, using illegal drugs or using alcohol either on the work site, on Owner's property, or on any land adjoining the work site.
- B. *Removal of Debris:* During the performance of the Construction, Design-Builder shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the Construction. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws or Regulations.
- C. *Cleaning:* Prior to Substantial Completion, Design-Builder shall clean the Site and make it ready for utilization by Owner. At completion of Construction, Design-Builder shall remove all tools, appliances, construction equipment, temporary construction and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading Structures*: Design-Builder shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Design-Builder subject any part of the Construction or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Design-Builder shall maintain in a safe place one record copy of all Drawings, Specifications, Addenda, Change Orders, Field Orders, Work Change Directives, approved Submittals, QA/QC records, and all other written interpretations and clarifications in good order and annotated to show all changes made during performance of the Work. Such copies shall constitute the "Record Documents" and will be available to Owner for reference.
- B. The Record Documents shall, as appropriate, be marked-up as the Work progresses to reflect current conditions and shall become the "as-built" plans. The revisions are to be indicated in a neat, well-organized manner and are to include the elevation and plan location of any utilities, structures, easements, rights of way, etc., encountered or installed. A "record" survey book will be kept and shall include the following items:
 - 1. The location and elevation of all existing utilities, structures, etc. encountered.
 - 2. The finished product location and elevation of all utilities and structures installed, including, but not limited to, fire hydrants, catch basin and manhole lids, inverts, pipes, and any and all underground structures.
 - 3. The Record Documents shall comply with paragraph 9.3 of the Agreement ("Records").
- C. Design-Builder shall keep all record notes in book(s) designated "record" and no other survey notes will be kept in such books. Design-Builder shall review with Owner the status of the "as-built" plans and the "record" survey notes in connection with Owner's evaluation of an application for payment. If Design-Builder does not maintain current Record Documents Owner may withhold payments for Work performed.
- D. Upon Substantial Completion of the Work, Design-Builder shall deliver to Owner the following Record Documents:
 - 1. The location and elevation of all existing utilities, structures, etc. encountered.
 - 2. The location of easements and rights-of-way as they relate to the centerline of pipeline.
 - 3. The Record Documents identified in the Technical Specifications provided by Design-Builder and approved by Owner.
- E. Design-Builder shall deliver to Owner a reproducible set of updated contract plans. Design-Builder will transfer all its "as-built" information to these reproducibles and deliver the resultant "as-built" set of plans, together with the record survey book to Owner. Each

completed set of "as-built" drawings must include on its face, a certified statement by Design-Builder that the set of "as-built" drawings accurately depicts the actual Work as constructed.

6.13 *Safety and Protection*

- A. Design-Builder is solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Design-Builder shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Design-Builder shall comply with applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Design-Builder shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Design-Builder shall comply with the applicable requirements of Owner's safety programs, if any.
- D. Design-Builder shall inform Owner of the specific requirements of Design-Builder's safety program with which Owner and its employees and representatives must comply while at the Site.
- E. Design-Builder shall remedy all damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by any DB-Related Entity.
- F. Design-Builder's duties and responsibilities for safety and for protection of the construction shall continue until such time as all the Work is completed and Owner has issued a notice to Design-Builder in accordance with paragraph 13.08 that the Work has met the conditions for Final Acceptance (except as otherwise expressly provided in connection with Substantial Completion as described in paragraph 13.05(A) and (B)).

6.14 *Safety Representative*

- A. Design-Builder shall designate a competent safety representative at the Site who has the experience, duty, and responsibility to take prompt actions to eliminate hazards, correct unsafe conditions, and enforce the implementation of Design-Builder's safety requirements.

6.15 *Hazard Communication*

- A. Design-Builder shall ensure that any information concerning hazards at the Site including material safety data sheets that is required to be communicated to workers at the Site occurs in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Design-Builder is obligated to act to prevent threatened damage, injury, or loss. Design-Builder shall give Owner prompt written notice if Design-Builder believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. Design-Builder is responsible for providing first aid and medical care in accordance with applicable laws and regulations.
- B. Before a storm event Design-Builder must secure or remove from the site, any materials or equipment which could cause bodily injury, damage to the Work, Owner's property, or property of others. Design Builder shall secure and/or backfill Site excavations. No Design-Builder equipment may be parked within 100 feet of any Owner facilities. Design-Builder is responsible for preparing for a storm event. Design-Builder shall always take the necessary precautions to protect the walking and motoring public from harm due to construction activity.
- C. Owner may, but is not required to, order the work be stopped if a condition of eminent danger exists. This provision does not shift responsibility or risk of loss for injuries or damages, cost of stoppage or delay of work, from Design-Builder to Owner. Design-Builder shall remain solely and exclusively responsible for compliance with all safety requirements and the safety of all persons and property at the Site.

6.17 *Submittals*

- A. Owner will review and respond to Submittals in accordance with the schedule of required Submittals accepted by Owner as required by paragraph 2.04.A. Owner's review and response will not be for compliance with any engineering code, standard, or manual, or for confirmation of geometric accuracy. Owner's review will not extend to means, methods, techniques, sequences, or procedures of construction (except where Owner has specifically and expressly called for a particular means, method, technique, sequence, or procedure of construction in the Contract Documents) or to safety precautions or programs incident thereto. The review and acceptance of a separate item as such will not indicate acceptance of the assembly in which the item functions.
- B. Design-Builder shall ensure that all Submittals are in compliance with the Contract

Documents and consistent with previous Submittals that have been reviewed and/or accepted by Owner. Design-Builder shall specifically highlight and identify, in a separate written communication at the time of submission specifically calling Owner's attention to any changes from previous Submittals to enable Owner to be aware and understand the implications of such changes. Owner's review of Submittals, including but not limited to the Final Drawings and Specifications, shall not relieve Design-Builder from responsibility for any variation from the requirements of the Contract Documents unless Design-Builder has complied with its obligations in the preceding sentence and Owner has given written acceptance of the variation.

- C. If Design-Builder is interested in starting any Construction activity before Owner's acceptance of the Final Drawings and Specifications, Design-Builder shall give Owner written notice of such interest and full details of the activity, limits where such Work will be performed, and other information that Owner may reasonably require. If Owner does not object to Design-Builder starting such Work, then Design-Builder may commence the activities, provided, however, that Design-Builder: (1) is not in violation of any Laws or Regulations in starting such Construction; (2) will have all risks associated with proceeding without accepted Final Drawings and Specifications; and (3) any costs associated with remedying the Work will be at the sole risk of Design-Builder.

6.18 *Continuing the Work*

- A. Design-Builder shall continue the Work and adhere to the progress schedule during all disputes or disagreements with Owner. Design-Builder must not delay or postpone any Work pending resolution of any disputes or disagreements, except as set forth in paragraph 14.04 or as Design-Builder and Owner may otherwise agree in writing.

6.19 *Design-Builder's General Warranty and Guarantee*

- A. Design-Builder warrants and guarantees to Owner that all Construction will be in accordance with the Contract Documents and will not be defective.
- B. Design-Builder's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, misuse, modification or improper maintenance or operation by persons other than a DB-Related Entity; or
 - 2. normal wear and tear under normal usage.
- C. Design-Builder's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Design-Builder's obligation to perform the Work in accordance with the Contract Documents:
 - 1. Observations by Owner;
 - 2. The making of any progress or final payment;

3. The issuance of a certificate of Substantial Completion;
4. Use or occupancy of the Work or any part thereof by Owner;
5. Any review and acceptance of a Submittal;
6. Any inspection, test, or acceptance by others; or
7. Any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws or Regulations, Design-Builder shall defend, indemnify and hold harmless the Owner Indemnitees from and against all claims, liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent such liabilities, damages, losses or expenses are caused by the negligence, recklessness, or intentionally wrongful conduct of a DB-Related Entity in the performance of the Work.
- B. Design-Builder's contracts with DB-Related Entities shall include a requirement that the DB-Related Entity is obligated to defend, indemnify and hold harmless the Owner Indemnitees from and against all claims, liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent such liabilities, damages, losses or expenses are caused by the negligence, recklessness, or intentionally wrongful conduct of such DB-Related Entity in the performance of the Work.
- C. In any and all claims against an Owner Indemnitee by any employee (or the survivor or personal representative of such employee) of a DB-Related Entity, the indemnification obligations under paragraphs 6.20.A and 6.20.B shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for a DB-Related Entity under workers' compensation acts, disability benefit acts or other employee benefit acts. However, this provision does not constitute a waiver of Owner's sovereign immunity.

Article 7 – Other Construction

7.01 *Related Work at Site*

- A. Owner may perform work, or cause other work to be performed, related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or through other utility owners. If such other work is not noted in the Contract Documents, then:
 1. Owner shall give written notice thereof to Design-Builder before starting any such other work; and
 2. If Owner and Design-Builder are unable to agree on entitlement to or on the extent, if any, of any adjustment in the Contract Price or Contract Time(s) that should be allowed as a result of such other work, Design-Builder may make a claim therefor

as provided in Article 9 if Design-Builder believes that such performance will involve additional expense to Design-Builder or requires additional time.

- B. Design-Builder shall afford each other contractor who is a party to such a direct contract and each utility owner (and Owner, if Owner is performing the additional work with Owner's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, Design-Builder shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Design-Builder shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Design-Builder may cut or alter others' work with the written consent of Owner and the others whose work will be affected. The duties and responsibilities of Design-Builder under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Design-Builder in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Design-Builder's Work depends upon work performed or services provided by others under this Article 7, Design-Builder shall inspect such other work and appropriate instruments of service and promptly report to Owner in writing any delays, defects or deficiencies in such other work or services that render it unavailable or unsuitable for the proper execution and results of Design-Builder's Work. Design-Builder's failure so to report will constitute an acceptance of such other work as fit and proper for integration with Design-Builder's Work except for latent or nonapparent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth Guaranteed Maximum Price Amendment:
 - 1. The individual or entity that will have authority and responsibility for coordination of the activities among the various prime contractors will be identified;
 - 2. The specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. The extent of such authority and responsibilities will be provided.

7.03 *Legal Relationships*

- A. paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Owner shall provide in its contracts with other contractors under paragraph 7.01.A that the other contractor is liable to Owner for the reasonable direct delay and disruption costs incurred by Design-Builder as a result of the other contractor's wrongful actions or inactions.

- C. Design-Builder is liable to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Design-Builder's wrongful action or inactions.

Article 8 – Owner's Responsibilities

8.01 General

- A. Owner shall do the following in a timely manner so as not to delay the services of Design-Builder:
 - 1. Designate in writing a person to act as Owner's Representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define Owner's policies, make decisions with respect to performance of the Work, and shall provide such other services as may be agreed upon;
 - 2. Make payments to Design-Builder promptly when they are due as provided in paragraphs 13.03 and 13.08;
 - 3. Furnish the Site as set forth in paragraph 4.01.A;
 - 4. Furnish to Design-Builder, as required for performance of Design-Builder's Services, the following if available:
 - a. The documents listed in Exhibit 6.1.2
 - b. Assistance to Design-Builder in filing documents required to obtain necessary permits, licenses, and approvals of governmental authorities having jurisdiction over the Project;
 - c. Permits, licenses, and approvals of government authorities Owner is specifically required to obtain by the Contract Documents; and
 - d. .
 - 5. Review Submittals subject to Owner review pursuant to paragraph 6.17.A; and
 - 6. Provide information known to Owner relating to the presence of materials and substances at the Site which could create a Hazardous Environmental Condition.

8.02 Insurance

- A. Owner's responsibilities concerning liability and property insurance are set forth in Article 5.

8.03 *Limitations on Owner's Responsibilities*

- A. Owner has no duty to supervise, direct, or have control or authority over, or be responsible for, Design-Builder's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident thereto, or for any failure of Design-Builder to comply with Laws or Regulations applicable to the furnishing or performance of the Work. Owner is not responsible for Design-Builder's failure to perform the Work in accordance with the Contract Documents.

8.04 *Undisclosed Hazardous Materials and Hazardous Environmental Conditions*

- A. Owner's responsibility concerning undisclosed Hazardous Materials and Hazardous Environmental Conditions uncovered or revealed at the Site is set forth in paragraph 4.04.

8.05 *Construction Manager*

- A. Owner may furnish a Construction Manager to assist Owner in fulfilling some of its responsibilities on the Project relative to the performance of Design-Builder.

8.06 *Owner's Advisor*

- A. Owner's Advisor, if any, has no duties, responsibilities, or authorities with respect to Design-Builder, unless specifically provided in the Contract Documents.

8.07 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Design-Builder's safety programs of which Owner has been informed pursuant to paragraph 6.13.D.

Article 9 – Changes In The Work; Claims

9.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work within the general scope of the Contract by a Change Order or a Work Change Directive. Upon receipt of any such document, Design-Builder shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

9.02 *Unauthorized Changes in the Work*

- A. Design-Builder shall not be entitled to an increase in the Contract Price or an extension of the Contract Time(s) with respect to any Work performed that is not required by the Contract Documents as amended, modified, and supplemented as provided in paragraph 3.04, except

in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Construction as provided in paragraph 12.04.

9.03 *Claims*

- A. If Owner and Design-Builder are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Time(s) that should be allowed as a result of any order of Owner pursuant to paragraph 9.01.A or other occurrence for which the Contract Documents provide that such adjustment(s) may be made, a claim may be made therefor in accordance with Article 15 below.

9.04 *Execution of Change Orders*

- A. Owner and Design-Builder shall execute appropriate change orders (or written amendments) covering:
 - 1. Changes in the Work which are:
 - a. ordered by Owner pursuant to paragraph 9.01;
 - b. required because of acceptance of defective work under Article 13 or Owner's correction of defective work under Article 12; or
 - c. claims agreed to by the parties.
 - 2. Changes in the Contract Price or Contract Time(s) which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a change order or amendment; and
 - 3. Unilateral changes in the Contract Price or Contract Time(s) which are issued by Owner, including any undisputed and/or disputed sum or amount of time for Work actually performed in accordance with a change order or amendment; and
 - 4. Changes in the Contract Price or Contract Time(s) which embody the substance of any written decision rendered by Owner pursuant to paragraph 15.02; provided that, in lieu of executing any such change order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Design-Builder shall carry on the work and adhere to the progress schedule pursuant to, among other provisions of the Contract Documents, paragraph 6.18.
 - 5. Design-Builder acknowledges that agreement on any change order shall constitute a final settlement and full accord and satisfaction of all matters relating to the change directly or indirectly changed or unchanged in the Work which is the subject of the change order, including, but not limited to, all direct, indirect costs, and impact costs associated with such change, including inefficiencies or acceleration based claims, and any and all adjustments to the Contract Price and Contract Time(s), and schedule.

9.05 *Notice to Sureties*

- A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time(s)) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be Design-Builder's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

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

10.01 *Cost of the Work*

- A. **Costs Included:** The term Cost of the Work means the sum of all costs necessarily incurred and paid by Design-Builder in the proper performance of the Work. When the value of Work covered by a Change Order or when a claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Design-Builder will be only those additional or incremental costs required because of the change of the Work or because of the event giving rise to the claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, and shall not include any of the costs itemized in Paragraph 10.01.B, and shall include only the following items:
 - 1. Payroll costs for employees in the direct employ of Design-Builder in the performance of the Work under schedules of job classifications in compliance with Exhibit 9.1 as agreed upon by Owner and Design-Builder.
 - a. Such employees shall include without limitation superintendents, supervisors, and other personnel employed full-time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto. The expenses of performing Work after regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 - b. Such employees shall also include engineers, engineering technicians, architects, and others providing Design Professional Services. For purposes of this Paragraph 10.01.A.1, Design-Builder shall be entitled to payment for such employees an amount equal to salary costs times a factor, both as designated in the Agreement, for all services performed or furnished by such employees engaged on the Project.
 - 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Design-Builder

unless Owner deposits funds with Design-Builder with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Design-Builder shall make provisions so that they may be obtained.

3. Payments made by Design-Builder to Subcontractors (excluding payments for Design Professional Services pursuant to Paragraph 10.01.A.4) for Work performed or furnished by Subcontractors. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Design-Builder's Cost of the Work and fee.
4. Payments made by Design-Builder for Design Professional Services provided or furnished under a Design Subagreement.
5. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
6. Supplemental costs including the following items:
 - a. The proportion of necessary transportation, travel and subsistence expenses of Design-Builder's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the Site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Design-Builder.
 - c. Rentals of all construction or engineering equipment and machinery and the parts thereof whether rented from Design-Builder or others in accordance with rental agreements approved by Owner, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Design-Builder is liable, imposed by Laws or Regulations.
 - e. Deposits lost for causes other than negligence of a DB-Related Entity, and royalty payments and fees for permits and licenses.
 - f. Losses, damages, and related expenses caused by damage to the Work not compensated by insurance or otherwise, sustained by Design-Builder in

connection with the furnishing and performance of the Work provided they have resulted from causes other than the negligence of a DB-Related Entity. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Design-Builder's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. Cost of premiums for all Bonds and insurance Design-Builder is required by the Contract Documents to purchase and maintain.

B. **Costs Excluded:** The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Design-Builder's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Design-Builder whether at the Site or in Design-Builder's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 10.01.A.1, all of which are to be considered administrative costs covered by Design-Builder's fee.
- 2. Expenses of Design-Builder's principal and branch offices other than Design-Builder's office at the Site.
- 3. Any part of Design-Builder's capital expenses, including interest on Design-Builder's capital employed for the Work and charges against Design-Builder for delinquent payments.
- 4. Costs due to the negligence of a DB-Related Entity, including but not limited to the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 10.01.A.

C. **Design-Builder's Fee:** When the value of the Work covered by a Change Order is determined on the basis of Cost of the Work, Design-Builder's fee shall be determined as set forth in Paragraph 11.01.C.

D. **Documentation:** Whenever the cost of any Work is to be determined pursuant to Paragraph 10.01.A and 10.01.B, Design-Builder will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable

to Owner an itemized cost breakdown together with supporting data.

10.02 *Allowance Payment Items*

- A. Article 4.3 of the Agreement describes Allowance Payment Items and Allowance Payment Values.

10.03 *Unit Prices*

If Design-Builder provides that all or part of the Work is to be Unit Price Work in its Guaranteed Maximum Price Proposal, Design-Builder shall identify any limitations on the variance in quantity or price in the Guaranteed Maximum Price Proposal.

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

11.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any claim for an adjustment in the Contract Price shall be based on written notice delivered by Design-Builder to Owner promptly in accordance with Paragraph 15.02.
- B. The value of any Work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined as follows:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 10.03); or
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.01.C); or
 - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 11.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 10.01) plus a Design-Builder's Fee for overhead and profit (determined as provided in Paragraph 11.01.C).
- C. Design-Builder's Fee on any Work covered by a Change Order or of any claim for an adjustment in the Contract Price shall be 10% of the amount set forth in Paragraph 11.01.B above.
- D. Work covered by a Change Order or of any claim for an adjustment in the Contract Price that is being performed by Design Subconsultants, Subcontractors or Suppliers of any tier shall be limited to the following markups, which markup shall compensate Design Subconsultant, Subcontractor, Supplier for all indirect costs, field, and home office overhead, and profit:

1. A total markup of 10% of the costs incurred by such Design Subconsultant, Subcontractor or Supplier under Paragraphs 10.01.A.1 and 10.01.A.2.
 2. Any higher tier Design Subconsultant, Subcontractor or Supplier will be paid a total markup of 10% of the amount paid to the next lower tier Design Subconsultant, Subcontractor or Supplier.
- E. The amount of credit to be allowed by Design-Builder to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost, plus a deduction in Design-Builder's fee by an amount of 10% of such net decrease; and
- F. When both additions and credits are involved in any one change, Design-Builder's fee shall be computed on the basis of amount of the net increase or decrease in cost. If there is a net increase in cost, then the fee shall be as set forth in Paragraph 11.01.C, and if there is a net decrease, the fee deduction shall be as set forth in Paragraph 11.01.E.

11.02 *Change of Contract Time(s)*

- A. The Contract Time(s) (or Milestones) may only be changed by a Change Order. Any claim for an adjustment of the Contract Time(s) (or Milestones) shall be based on written notice pursuant to Paragraph 15.02. All adjustments for additional time must include a detailed critical path analysis of the Contract schedule.
- B. Any adjustment of the Contract Time(s) (or Milestones) covered by a change order or of any claim for an adjustment in the Contract Time(s) (or Milestones) will be determined in accordance with the provisions of this Paragraph 11.02.
- C. Design-Builder expressly agrees that in undertaking to complete the work within the time specified, it has made allowances for certain foreseeable hindrances and delays ordinarily encountered on projects of this type. The parties specifically anticipate and contemplate such hindrances and delays, including but not limited to, those reasonable delays caused by or arising from minor design conflicts and issues; schedule adjustments; the actions of DB-Related Entities; late or out-of-sequence Owner-furnished equipment, materials and facilities not affecting the critical path; reasonable turnaround or approval of Design-Builder's Submittals; normal unfavorable weather, wet grounds, or other similar unsuitable construction conditions likely to occur in Florida; reasonable turnaround to Design-Builder's requests for information or direction; change order processing; and access and coordination by Owner that does not create any new critical paths in the schedule. Design-Builder agrees that such delays are included in the Contract Price and Contract Time(s) and that they shall not constitute the basis for a time extension or a claim for additional compensation of any type.
- D. *Delays Beyond Design-Builder's Control:* Where Design-Builder is prevented from completing any part of the Work within the Contract Time(s) (or Milestones) due to delay beyond the control of Design-Builder, the Contract Time(s) (or Milestones) will be extended in an amount equal to the time lost due to such delay if a claim is made therefor as provided in Paragraph 11.02.A. Delays beyond the control of Design-Builder shall include, but not be

limited to, acts or neglect by Owner, governmental agencies, changes of law pursuant to Paragraph 6.09.C, acts or neglect of utility owners or other contractors performing other construction work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or other acts of God.

- E. If Design-Builder intends to seek an adjustment in the Contract Time for abnormal weather conditions, it shall, in addition to fulfilling all other requirements for a time extension, demonstrate that the actual weather encountered was unusually severe and abnormal compared with the five-year average weather statistics compiled by the United States National Oceanic and Atmospheric Administration (“NOAA”) for the time of year and locality of the Site.
- F. If Owner or other contractor or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Design-Builder shall be entitled to an equitable adjustment in the Contract Price or the Contract Time(s), or both. Design-Builder’s entitlement to an adjustment of the Contract Time(s) is conditioned on such adjustment being essential to Design-Builder’s ability to complete the Work within the Contract Time(s).
- G. If Design-Builder is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Design-Builder, then Design-Builder shall be entitled to an equitable adjustment in Contract Time(s), if such adjustment is essential to Design-Builder’s ability to complete the Work within the Contract Time(s). Such an adjustment shall be Design-Builder’s sole and exclusive remedy for the delays described in this Paragraph 11.02.G. Despite the preceding sentence:
 - 1. If such delays result in Owner suspending the Work in accordance with Paragraph 14.01, Design-Builder’s remedy shall be as specified in that provision.
 - 2. If the total aggregate of such delays exceeds thirty (30) days, commencing on the Notice to Proceed, then Design-Builder shall be entitled to treat the days of delay that exceed such 30-day period in the same manner as set forth in Paragraph 11.02.F above.
- H. Owner, Owner’s Advisor and Construction Manager shall not be liable to Design-Builder for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Design-Builder on or in connection with any other project or anticipated project.
- I. Design-Builder shall not be entitled to an adjustment in Contract Price or Contract Time(s) for delays within the control of Design-Builder. Delays attributable to and within the control of a DB- Related Entity shall be deemed to be delays within the control of Design-Builder.

- J. Despite anything to the contrary in this Article 11 or in any other Contract Document, Owner shall not be liable, and Design-Builder shall not be entitled to recover, for any time-related or delay damages for: (1) loss of anticipated profit; (2) home office overhead; (3) consequential damages (including but not limited to loss of bonding capacity, loss of bidding opportunities, and insolvency); and (4) legal fees, claims preparation expenses, or the cost of dispute resolution.
- K. Design-Builder and Owner waive and release claims against each other for consequential damages arising out of or relating to this Contract including but not limited to losses of use, profits, business, reputation, or financing. This waiver of consequential damages does not affect the payment of liquidated damages as provided in this Contract.

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

12.01 *Notice of Defects*

- A. Owner shall give Design-Builder prompt written notice of all defective Construction of which Owner has actual knowledge. All defective Construction may be rejected, corrected, or accepted as provided in this Article 12.

12.02 *Access to Construction*

- A. Owner, Owner's Advisor, Construction Manager, other representatives and personnel of Owner, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Site and the Construction at reasonable times for their observation, inspecting, and testing. Design-Builder shall provide them proper and safe conditions for such access and advise them of Design-Builder's Site safety procedures and programs so that they may comply with them as applicable.

12.03 *Tests and Inspections*

- A. If the Contract Documents or Laws or Regulations of any public body having jurisdiction require any part of the Construction specifically to be inspected, tested, or approved, Design-Builder shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Owner the required certificates of inspection or approval. Design-Builder shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's acceptance of materials or equipment to be incorporated in the Work or of materials, mix designs, or equipment submitted for approval prior to Design-Builder's purchase thereof for incorporation in the Work.
- B. Design-Builder shall give Owner reasonable notice of the planned schedule for all required inspections, tests, or approvals.
- C. If any Construction (or the construction work of others) that is required to be inspected, tested, or approved is covered by Design-Builder without written concurrence of Owner, then Design-Builder shall, if requested by Owner, uncover such Construction for

observation.

- D. Uncovering Construction as provided in Paragraph 12.04 shall be at Design-Builder's expense unless Design-Builder has given Owner timely notice of Design-Builder's intention to cover the same and Owner has not acted with reasonable promptness in response to such notice.

12.04 *Uncovering Construction*

- A. If any Construction is covered contrary to the written request of Owner, it must, if requested by Owner, be uncovered for Owner's observation and recovered at Design-Builder's expense.
- B. If Owner considers it necessary or advisable that covered Construction be observed by Owner or inspected or tested by others, Design-Builder, at Owner's request, shall uncover, expose, or otherwise make available for observation, inspection or testing as Owner may require, that portion of the Construction in question, furnishing all necessary labor, material, and equipment. If it is found that such Construction is defective, Design-Builder shall pay all costs and damages caused by or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction, (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs, and all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If, however, such Construction is not found to be defective, Design-Builder shall be allowed an increase in the Contract Price or an extension of the Contract Time(s) (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Design-Builder may make a claim therefor as provided in Article 9.

12.05 *Owner May Stop Construction*

- A. If Construction is defective, or Design-Builder fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform Construction in such a way that the completed Construction will conform to the Contract Documents, Owner may order Design-Builder to stop Construction or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop Construction will not give rise to any duty on the part of Owner to exercise this right for the benefit of Design-Builder or any other party.

12.06 *Correction or Removal of Defective Work*

- A. Owner will have authority to disapprove or reject defective Work and will have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed, or completed. If required by Owner, Design-Builder shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed, or completed, or, if Owner has rejected the Work, remove it from the Site and replace it with non-defective Work. Design-Builder shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects,

attorneys and other professionals and all court, arbitration, or other dispute resolution costs) arising out of or relating to such correction or removal.

12.07 *Correction Period*

- A. If within two years after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Design-Builder shall promptly, without cost to Owner and in accordance with Owner's written instructions, (i) correct such defective Work, or, if it has been rejected by Owner, remove it from the Site and replace it with Work that is not defective, and (ii) satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Design-Builder does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced, and all costs, losses, and damages caused by or resulting from such removal and replacement (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs, and all costs of repair or replacement of work of others) will be paid by Design-Builder.
- B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion, the correction period for that item may start to run from an earlier date if so specifically provided in the Contract Documents.
- C. Where defective Work (and damage to other Work resulting therefrom) has been corrected, removed, or replaced under this Paragraph 12.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

12.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so. Design-Builder shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work. If Owner's acceptance occurs before Final Acceptance, Owner will issue a Change Order incorporating the necessary revisions in the Contract Documents, and Owner shall be entitled to an appropriate decrease in the Contract Price reflecting the diminished value of the Work so accepted. If the acceptance occurs after Final Acceptance, Design-Builder will pay an appropriate amount to Owner.

12.09 *Owner May Correct Defective Work*

- A. Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents within a period of one year from the date of Substantial Completion of

the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

- B. Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein will not apply.
- C. The one-year period referenced in Paragraph 12.09 (A) above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.
- D. All costs, losses, and damages (included but not limited to fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs and all costs of repair or replacement of work of others) incurred or sustained by Owner in exercising such rights and remedies under this Paragraph 12.09 will be charged against Design-Builder and a Change Order will be issued incorporating the necessary revisions in the Contract Documents, and Owner shall be entitled to an appropriate decrease in the Contract Price.
- E. Design-Builder shall not be allowed an extension of the Contract Time(s) (or Milestones) because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 12.09.

Article 13 – Payments To Design-Builder and Completion

13.01 *Schedule of Values*

- A. Exhibit 4.1 (Compensation for Phase One Services) will serve as the basis for progress payments for the performance of Phase One Services. The Schedule of Values established as provided in Paragraph 2.04.A will serve as the basis for progress payments for Work performed after the Effective Date of the Guaranteed Maximum Price Amendment. Progress payments on account of Unit Price Work will be based on the number of units completed.

13.02 *Application for Progress Payment*

- A. Design-Builder shall submit to Owner, on or about the last day of each month, an Application for Payment filled out and signed by Design-Builder covering the Work completed as of the date indicated on the Application and accompanied by supporting documentation as required

by the Contract Documents.

- B. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, all of which will be satisfactory to Owner.
- C. Beginning with the second Application for Payment, each Application shall include an affidavit of Design-Builder stating that all previous progress payments received on account of the Work have been applied on account to discharge Design-Builder's legitimate obligations associated with prior Applications for Payment.
- D. The amount of retainage with respect to progress payments will be as stipulated in the Guaranteed Maximum Price Amendment. Retainage will not be held on progress payments due for performance of the Phase One Services.
- E. For Work performed after the Effective Date of the Guaranteed Maximum Price Amendment, Design-Builder shall submit an updated cost-loaded progress schedule update as support documentation for payment applications. Each activity in the progress schedule update shall be assigned a dollar value in accordance with the physical value of that work in relationship to an Asset (Activity Codes)/Work Breakdown Structure (WBS) agreed upon by the Owner. The total value of all activities shall equal the Contract Price. The Design-Builder shall use project management software approved by Owner for creating and updating all Construction Schedules (i.e., the accepted Baseline Schedule and all Schedule Updates) and reports. Design-Builder shall provide Owner with the PDF files and shall make source files available to Owner upon request. No other scheduling software programs will be accepted. The Owner will provide Design-Builder with Owner's requirements regarding progress Construction Schedule submittals during the Phase One Services Phase of the Project.

13.03 *Progress Payments*

- A. Owner will, after receipt of each application for payment, either make payment or return the application to Design-Builder, indicating in writing Owner's reasons for refusing to make payment. In the latter case, Design-Builder may make the necessary corrections and resubmit the application.
- B. Owner may refuse to make the whole or any part of any payment if, in Owner's opinion, it would be incorrect to make such payment because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment previously made, to such extent as may be necessary in Owner's opinion to protect Owner from loss because:
 - 1. The Work is defective, or completed Work has been damaged, requiring correction

or replacement;

2. The Contract Price has been reduced by written amendment or change orders;
 3. Owner has been required to correct defective Work or complete Work in accordance with Article 12; or
 4. Owner has actual knowledge of the occurrence of any of the events enumerated in Article 15.
 5. Design-Builder fails to submit the required insurance policy declaration page as stated in the Contract;
 6. Design-Builder fails to comply with progress schedule updates in keeping with general requirements.
 7. Design-Builder fails to make red-line markups of design drawings available for inspection by Owner and current with each pay application.
- C. *Reduction in Payment:* Owner may refuse to make the whole or any part of any such payment, or because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any previous payment, to the extent that is reasonably necessary to protect Owner from loss because:
1. Claims have been made against Owner on account of Design-Builder's performance or furnishing of the Work; or
 2. Liens have been filed in connection with the Work, except where Design-Builder has delivered a specific Bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 3. There are other items entitling Owner to a set off against the amount for which application is made; or
 4. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraph 14.02.A or if Design-Builder is otherwise in breach.
- D. If Owner refuses to make payment of the full amount requested by Design-Builder, Owner must give Design-Builder immediate written notice stating the reasons for such action and promptly pay Design-Builder any amount remaining after deduction of the amount withheld. Owner shall promptly pay Design-Builder the amount withheld, or any adjustment thereto agreed to when Design-Builder remedies the reason for such action.

13.04 *Design-Builder's Warranty of Title*

- A. Design-Builder warrants and guarantees that title to all Construction, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or

not, will pass to Owner no later than the time of payment free and clear of all Liens.

13.05 *Substantial Completion*

- A. When Design-Builder considers the Work ready for its intended use Design-Builder shall notify Owner in writing that the Work is substantially complete (except for items specifically listed by Design-Builder as incomplete) and request that Owner issue a certificate of Substantial Completion. Promptly thereafter, Owner and Design-Builder shall make an inspection of the Work to determine the status of completion. If Owner does not consider the Work substantially complete, Owner will notify Design-Builder in writing giving the reasons therefor. If Owner considers the Work substantially complete, Owner will prepare and deliver to Design-Builder a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before Final Acceptance. At the time of delivery of the certificate of Substantial Completion Owner will deliver to Design-Builder a written determination as to division of responsibilities pending Final Acceptance between Owner and Design-Builder with respect to security, operation, safety, protection of Construction, maintenance, utilities, insurance, and warranties and guarantees.
- B. Owner will have the right to exclude Design-Builder from the Site after the date of Substantial Completion, but Owner will allow Design-Builder reasonable access to complete or correct items on the list of items to be completed.

13.06 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Construction which (i) has specifically been identified in the Contract Documents, or (ii) Owner and Design-Builder agree constitute a separately functioning and usable part of the Construction that can be used by Owner for its intended purpose without significant interference with Design-Builder's performance of the remainder of the Construction, subject to the following:
 - 1. Owner at any time may request Design-Builder in writing to permit Owner to use or occupy any such part of the Construction which Owner believes to be ready for its intended use and substantially complete. If Design-Builder agrees that such part of the Work is substantially complete, Design-Builder and Owner will follow the procedures of Paragraph 13.05 for that part of the Construction.
 - 2. Design-Builder at any time may notify Owner in writing that Design-Builder considers any such part of the Work ready for its intended use and substantially complete and request Owner to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner and Design-Builder shall make an inspection of that part of the Work to determine its status of completion. If Owner does not consider that part of the Work to be substantially complete, Owner will notify Design-Builder in writing giving the reasons therefor. If Owner considers

that part of the Work to be substantially complete, the provisions of Paragraph 13.05 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy of part of the Construction will be accomplished prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

13.07 *Final Inspection*

- A. Upon written notice from Design-Builder that the entire Work is complete, Owner will make a final inspection with Design-Builder and will notify Design-Builder in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Design-Builder shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

13.08 *Final Acceptance*

- A. The conditions for Final Acceptance are:
 1. All permits required under applicable Laws and/or Regulations and the Contract Documents to be obtained by Design-Builder which are necessary for the continued routine operation of the Project must be in full force and effect and certified copies of all such permits must have been delivered to Owner.
 2. Other conditions will be addressed in the Guaranteed Maximum Price Amendment.
- B. When Design-Builder determines that it has met the conditions for Final Acceptance, it shall furnish Owner with a certified statement (in a form acceptable to Owner) evidencing that Final Acceptance has been met. If Owner is satisfied that the conditions for Final Acceptance set forth in Paragraph 13.08.A above have been achieved, it will, within 21 days after receipt of Design-Builder's certification, give written notice to Design-Builder that it agrees that Final Acceptance has been achieved. Otherwise, Owner will indicate to Design-Builder in writing the reasons that it disagrees that Final Acceptance has been achieved, in which case Design-Builder shall make the necessary corrections and resubmit the certification.

13.09 *Final Payment*

- A. Application for Payment.
 1. After Design-Builder has achieved Final Acceptance to the satisfaction of Owner and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance, certificates of inspection, Record Documents and other documents, Design-Builder may make application for final payment following the procedure for progress payments.
 2. The final Application for Payment shall be accompanied (unless previously

delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B; (ii) original consent of the surety, if any, to final payment and (iii) complete and legally effective releases or waivers (satisfactory to Owner) of all Liens arising out of or filed in connection with the Work.

3. In lieu of such releases or waivers of Liens specified in Paragraph 13.09.A.2 and as approved by Owner, Design-Builder may furnish receipts or releases in full and an original contractor's affidavit and final release that: (i) the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and (ii) all payrolls, material and equipment bills and other indebtedness connected with the Work for which Owner might in any way be responsible, or which in any way might result in liens or other burdens on Owner's property, have been paid, or otherwise satisfied. If any Design Subconsultant, Subcontractor or Supplier fails to furnish such a release or receipt in full, Design-Builder may furnish a Bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

- B. *Final Payment:* If Owner is satisfied that the Work has been completed and Design-Builder's other obligations under the Contract Documents have been fulfilled, Owner will, within 60 days after receipt of the final Application for Payment, give written notice to Design-Builder that it is ready to process final payment. Otherwise, Owner will return the Application to Design-Builder, indicating in writing the reasons for refusing to process final payment, in which case Design-Builder shall make the necessary corrections and resubmit the Application.

13.10 Waiver of Claims

- A. The making and acceptance of final payment will constitute:

1. A waiver of all claims by Owner against Design-Builder, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 13.07, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Design-Builder's continuing obligations under the Contract Documents; and
2. A waiver of all claims by Design-Builder against Owner other than those previously made in writing and still unsettled.

Article 14 – Suspension of Work and Termination

14.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days or in the aggregate more than 90 days by notice in writing to Design-Builder which will fix the date on which Work will be resumed. Design-Builder shall resume the Work on the date so fixed. Design-Builder shall be allowed an adjustment in the Contract Price or an extension of the Contract Time(s), or both, directly

attributable to any such suspension if Design-Builder makes a Claim therefor as provided in Article 9.

14.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events justifies termination for cause:
1. Design-Builder's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under Paragraph 2.04.A as adjusted from time to time pursuant to Paragraph 6.05).
 2. Design-Builder's disregard of Laws or Regulations of any public body having jurisdiction.
 3. Design-Builder's violation in any substantial way of provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 14.02.A occur, Owner may, after giving Design-Builder (and the surety, if any) seven days' written notice, terminate the services of Design-Builder, take possession of any completed Drawings and Specifications prepared by or for Design-Builder (subject to the indemnification provisions of Paragraph 3.05.A), exclude Design-Builder from the Site, and take possession of the Work and of all tools, appliances, equipment and machinery which have been purchased or provided for the performance of the Work using project funds, at the Site and all rental equipment including temporary pumps and generators and use the same to the full extent they could be used by Design-Builder (without liability to Design-Builder for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Design-Builder but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case Design-Builder shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all costs, losses and damages sustained by Owner arising out of or resulting from completing the Work (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) such excess will be paid to Design-Builder. If such costs, losses, and damages exceed such unpaid balance, Design-Builder shall pay the difference to Owner. Such costs, losses and damages incurred by Owner will be incorporated in a Change Order. When exercising any rights or remedies under this paragraph Owner shall not be required to obtain the lowest price for the Work performed.
- C. Despite Paragraph 14.02.B, Owner will not terminate Design-Builder's services if Design-Builder begins, within seven days of receipt of notice of intent to terminate, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- D. Where Design-Builder's services have been so terminated by Owner, the termination will not

affect any rights or remedies of Owner against Design-Builder then existing or which may thereafter accrue. Any retention or payment of moneys due Design-Builder by Owner will not release Design-Builder from liability.

- E. Despite the notice periods provided in this Paragraph 14.02, in the event of an emergency, Owner will have the right to immediately, and without notice to Design-Builder, take over and protect the Site by whatever means it deems appropriate. Owner will endeavor to provide Design-Builder notice of such action within 24 hours after its occurrence.

14.03 *Owner May Terminate for Convenience*

- A. Owner may, without prejudice to any other right or remedy, terminate this Contract in whole or in part at any time for its convenience by giving Design-Builder seven days written notice. Owner will have the right, in that event, to take over any or all of Design-Builder's materials (whether stored on or off site), supplies, equipment to be installed, Design Subagreements, Construction Subagreements, and purchase orders, or other obligations to complete the Work and Design-Builder shall assign them to Owner upon Owner's request. Design-Builder shall proceed to complete any part of the Work, as directed by Owner, and shall settle all its claims and obligations under the Contract.
- B. In any such termination for the convenience of Owner, Design-Builder shall be paid for work completed in accordance with the Contract Documents prior to receipt of the notice of termination reasonable demobilization costs, and for termination settlement costs (such as termination of subcontracts) that relate to commitments which had become firm prior to the termination including material and equipment purchase orders. Design-Builder shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination. Design-Builder shall justify its claims as requested by Owner with thorough, accurate records and data.
- C. Despite the provisions of Paragraphs 14.03.A and 14.04.B above, if Owner elects to terminate this Contract under Paragraph 8.5 of the Agreement as a result of the failure of the Parties to reach an agreement on the Guaranteed Maximum Price Proposal, then the following shall apply:
 - 1. Owner's termination will be effective upon Design-Builder's receipt of notice from Owner, provided, however, that Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Design-Builder to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project documents in orderly files.
 - 2. Design-Builder's sole and exclusive relief for such termination shall be limited to the monies due under Exhibit 4.1 to the Agreement for completed Phase One Services, and Design-Builder shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

3. Upon terminating Design-Builder, Owner will have the right to use the Work Product to complete the Project on a design-build, design-bid-build, or any other basis, with any entity of its choosing.

14.04 *Design-Builder May Suspend or Terminate for Cause*

- A. If Owner fails to pay undisputed amounts owed to Design-Builder within 45 days of the date such payment is due under the Agreement, Design-Builder has the following remedies:
 1. Design-Builder is entitled to suspend the Work within five days of delivering a written notice to Owner that Design-Builder will suspend the Work as a result of Owner's failure to pay undisputed amounts due. If Design-Builder does suspend the Work and claims that the suspension has affected the cost or time of performance, it shall be entitled to proceed in accordance with the remedies set forth in Article 15.
 2. Design-Builder is entitled to terminate this Agreement if a suspension for Owner's nonpayment continues for more than 90 consecutive days. The termination shall become effective if, after such 90-day period, Owner fails to cure the nonpayment within 20 days of its receipt of a notice from Design-Builder that it intends to terminate the Agreement as a result of Owner's failure to pay undisputed amounts due. If Design-Builder does terminate the Agreement, such termination shall be treated as if Owner had terminated the whole of the Work in accordance with Paragraph 14.03.A above.
- B. If Design-Builder elects to suspend the Work as a result of Owner's failure to act under the circumstances described in Paragraph 8.6 of the Agreement, Design-Builder shall provide Owner with 10 days advance written notice of its intent to suspend the Work. If Owner has not taken action under Paragraph 8.5 of the Agreement within such 10-day period, and Design-Builder does suspend the Work and claims that the suspension has affected the cost or time of performance, Design-Builder may proceed in accordance with the remedies set forth in Article 15.
- C. Other than as specifically set forth in Paragraphs 14.04.A and 14.04.B above, Design-Builder has no rights to suspend or terminate this Agreement for any reason and is obligated to continue performing in a diligent manner and without delay.

Article 15 – Claims and Dispute Resolution

15.01 *General*

- A. Claims and disputes under the Contract include disagreements, claims, counterclaims, matters in question, and differences of opinion between Owner and Design-Builder, regarding the Work and modifications or changes to the Work. Disputes may involve interpretation of Contract Documents, acceptability of the Work, costs, and time for performance.
- B. The procedures specified herein shall be the sole and exclusive procedures for the resolution

of disputes between Owner and Design-Builder arising out of or relating to this Contract. The Parties will participate in good faith in the procedures specified in this Article 15.

- C. All applicable statutes of limitation and defenses based upon the passage of time will be tolled while the procedures specified in this Article 15 are pending. The Parties will take such action, if any, required to effectuate such tolling.
- D. In the event any dispute occurs under this Contract which cannot be readily resolved, it will be referred to the appropriate executives of Owner and Design-Builder for negotiation and resolution as described below.
- E. At all times during the course of any process under this Article 15, Design-Builder shall continue with the Work as directed, in a diligent manner and without delay, shall conform to Owner's decisions or orders.

15.02 *Notice*

- A. **Notice:** Design-Builder shall deliver written notice to Owner regarding each claim, dispute, or other matter as follows.
 - 1. The notice must state the general nature of the matter.
 - 2. Design-Builder shall deliver the notice immediately, but in no event later than 10 days after the start of the event giving rise to the matter.
 - 3. Design-Builder shall provide the amount or extent of the claim, dispute, or other matter with supporting data and shall deliver it to Owner within 30 days after the start of such event unless Owner allows additional time for Design-Builder to submit additional or more accurate data in support of such claim, dispute, or other matter.
 - 4. Design-Builder shall prepare its claim for an adjustment in Contract Price in accordance with Paragraph 11.01 and shall prepare any claim for an adjustment in Contract Time(s) in accordance with Paragraph 11.02.
 - 5. Along with its claim Design-Builder shall provide a written statement that the adjustment claimed is the entire adjustment to which Design-Builder believes it is entitled as a result of said event.
 - 6. In its claim Design-Builder must provide justification for each line item of Design-Builder's claim including but not limited to specifying the section of the terms and conditions which provides an entitlement to the claim.
- B. **Owner's Decision:** Owner will render a formal decision in writing within 60 days after receipt of the last submittal of Design-Builder, if any. Owner's written decision on such claim, dispute, or other matter will be final and binding upon Owner and Design-Builder unless Design-Builder takes an appeal from Owner's decision within the time limits and in accordance with the dispute resolution procedures set forth in this Article 15. Owner may issue unilateral change orders as referenced in Paragraph 9.04.

15.03 *Step Negotiations*

- A. Each party must give the other party written notice of any dispute not resolved in the normal course of business.

1. **Step 1:** Management personnel of both parties at level one step above the project personnel who have not previously been involved in the dispute shall meet at a mutually acceptable time and place within 10 days after delivery of such notice and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute.
2. **Step 2:** If the matter has not been resolved, then executive staff of both parties at levels one step above the personnel who have been previously been involved in the dispute shall meet at a mutually acceptable time and place within 10 days after delivery of such notice and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute.
3. **Step 3:** If the matter has not been resolved by these persons within 30 days from the referral of the dispute to executives or if no meeting of executives has taken place within 15 days after such referral, either party may initiate mediation as provided below.
4. To the extent allowed by law, all negotiations, settlement agreements and other written documentation under this Paragraph 15.03 are confidential and will be treated as compromise and settlement negotiations for purposes of the federal rules of evidence and Florida rules of evidence.

15.04 *Mediation*

- A. If the dispute has not been resolved by the negotiation as provided in Paragraph 15.03 above, the parties shall endeavor to settle the dispute by mediation. Either party may initiate a mediation proceeding by a request in writing to the other party, thereupon; both parties must engage in mediation as follows.
 1. The proceeding will be conducted at Owner's headquarters.
 2. Owner shall provide a list of at least three mediators from which Design-Builder shall choose. If the parties cannot agree on a mediator within five days after the Owner provides the list of mediators, then the Owner will request that the American Arbitration Association (AAA) send a list and resumes of three available mediators with construction industry experience to the Parties. Each party will then strike one name, and the remaining person will be appointed as the mediator. If more than one name remains, either because one or both Parties have failed to respond to the AAA's Administrator within five days after receiving the list or because one or both Parties have failed to strike a name from the list or because both Parties strike the same name, the AAA's Administrator will choose the mediator from the remaining names within five days.
 3. Efforts to reach a settlement will continue until the conclusion of the proceeding, which is deemed to occur when: (a) a written settlement is reached, or (b) the mediator concludes and informs the parties in writing that further efforts would not be useful, or (c) the parties agree in writing that an impasse has been reached. Neither

party may withdraw before the conclusion of the proceeding.

4. The parties regard the obligation to mediate as an essential provision of this contract and one that is legally binding on them. If either party violates this obligation, the other party may bring an action to seek enforcement of it in court.

15.05 *Litigation*

- A. If the dispute has not been resolved by negotiation or mediation as provided in Paragraphs 15.03 and 15.04 respectively within 60 days of the initiation of mediation, either party may initiate litigation upon 10 days written notice to the other party; provided, however, that if one party has requested the other to participate in a nonbinding procedure, as provided for under this Article 15, and the other has failed to participate, the requesting party may initiate litigation before expiration of the 60 day period.
- B. All actions or proceedings arising in connection with the Contract shall be tried and litigated exclusively in the state and federal courts located in the state of Florida, having jurisdiction in Sarasota County. This choice of venue is mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to the Contract in any jurisdiction other than that specified in this paragraph. Design-Builder waives any objections to venue or jurisdiction in Sarasota County, Florida, for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to the Contract.
- C. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this agreement and the transactions it contemplates. This waiver applies to any action or legal proceeding, whether sounding in contract, tort, or otherwise.

15.06 *Auditing of Claims*

- A. All claims filed by Design-Builder are subject to audit at any time following the filing of the claim whether or not the claim is the subject of litigation. The audit and review of records may be performed by Owner or its consultants. Such right of audit shall include the records of Design-Builder and its Design Subconsultants, Subcontractors and Suppliers. The audit may begin on 10 days' notice to Design-Builder, Design Subconsultants, Subcontractors, or Suppliers. Design-Builder shall cooperate and shall require its Design Subconsultants, Subcontractors and Suppliers to cooperate with the auditors and provide such information and records as are necessary for analysis of the claim.

15.07 *Costs for Dispute Resolution*

- A. Each party will bear its own costs, including but not limited to attorney's fees, incurred as a result of any claim process and dispute resolution process contained in this Article 15. Despite the above, Owner will have the right to recover its costs, including attorney's fees, to the extent that these General Conditions provides Owner with such right.

**Supplementary Conditions
Agreement between Owner and Design-Builder**

Insurance Requirements

Workers Compensation. Coverage must cover all employees and DB-Related Entities with statutory limits in compliance with applicable state and federal laws. In addition, the policy must include the following:

- a. Employer's Liability with a minimum limit of \$1,000,000 per accident in accordance with statutory requirements.
- b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
- c. Design-Builder must be in compliance with all applicable state and federal workers' compensation laws, including but not limited to, US Longshore and Harbor Workers Compensation Act, Jones Act, and Federal Employers Liability Act.

Commercial or Comprehensive General Liability. Coverage must include:

- a. \$2,000,000 combined limit per occurrence for bodily injury, personal injury, and property damage.
- b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement, broad form property damage, explosion, collapse, and underground hazard coverage and independent's coverage.
- c. Additional Insured. Authority must 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.

Design-Builder's General Liability Coverage shall include completed operations and product liability coverages and must include property under the care, custody, and control of Design-Builder:

- a. General Aggregate \$2,000,000
- b. Products – Completed Operations Aggregate per Job \$2,000,000
- c. Personal and Advertising Injury \$2,000,000
- d. Each Occurrence (Bodily Injury and Property Damage) \$2,000,000
- e. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.

Comprehensive Automobile Liability. Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

- a. \$1,000,000 combined single limit per accident for bodily injury and property damage.
- b. Owned Vehicle.
- c. Hired and Non-Owned Vehicles.
- d. Employee Non-Ownership.
- e. Additional Insured. Authority must 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.

Design-Builder's Property Insurance Design-Builder shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof.

1. This insurance shall:

- a. include the interest of Owner, Design-Builder, DB-Related Entities, and the officers, directors, partners, employees, agents and other consultants and Subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
- 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 Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work;
- e. allow for partial utilization of the Work by Owner;
- f. include testing and startup; and
- g. be maintained in effect until Final Acceptance unless otherwise agreed to in writing by Owner and Design-Builder with thirty (30) calendar days written notice to each other additional insured to whom a certificate of insurance has been issued.

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

Excess or Umbrella Liability This insurance shall protect Design-Builder, DB-Related Entities, Owner, and Owner Indemnitees as additional insureds, against claims in excess of the limits provided under workers' compensation and employers' liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits.

- 1) General Aggregate \$20,000,000
- 2) Each Occurrence \$20,000,000

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 5, 2022

REGULAR AGENDA
ITEM 7

Regional Integrated Loop Phase 2B Pipeline Phase 1 Services Contract Approval

Presenter - Mike Knowles, Engineering & Projects Sr. Manager

Recommended Action - **Motion** to approve the Regional Integrated Loop Phase 2B Pipeline Contract and Phase 1 Services in the amount of \$5,067,144.81 and authorize the Executive Director to make minor, non-monetary modifications to the Contract.

The Regional Integrated Loop Phase 2B Pipeline Project includes approximately 13.1 miles of 42-inch diameter pipe in Charlotte County. The pipeline route begins near the western end of the existing Phase 2 pipeline at the intersection of Harbor Boulevard and Veterans Boulevard and extends generally westward, crossing the Myakka River and terminating at the Charlotte County Utilities Gulf Cove Booster Station. The Woodruff and Sons Design-Build Team was approved at the August 3rd Board meeting to deliver the Progressive Design Build Project. The Progressive Design Build delivery method was chosen due to the compressed schedule to have the Project online to meet Charlotte County's needs by March of 2026. The Interlocal Agreement between the Authority and Charlotte County for the Regional Integrated Loop Phase 2B Pipeline Project was also approved by the Board in April of 2022.

The Regional Integrated Loop System Phase 2B Pipeline Project - Phase 1 Scope and Fee for 60% Design Services are intended to develop the design of the pipeline and appurtenances to a 60% design level as well as provide the Authority with a GMP to complete the remaining design, permitting and construction as part of Phase 2 of the Project.

The Regional Integrated Loop Phase 2B Pipeline Project – Phase 2 Contract Addendum for final design, construction permitting, construction, testing, commissioning, turnover services, and development of the GMP is scheduled to be presented for Board consideration and approval at the February 2023 Board Meeting.

The Phase 2B Project is scheduled for completion by March 1, 2026.

Budget Action – No action is needed.

Attachments:

Tab A Presentation Materials

Tab B Regional Integrated Loop Phase 2B Pipeline Contract

TAB A
Presentation Materials



Regional Integrated Loop Phase 2B Pipeline Phase 1 Services Contract Approval

Regular Agenda Item 7

October 5, 2022



1



- 01 Background**
- 02 Progressive Design-Build Phase 1 Contract**
- 03 Next Steps & Schedule**
- 04 Motion**

2



01 Background

April 6, 2022

Board Approval of the Preferred Route
 Board Approval of the Interlocal Agreement

June 1, 2022, Board Meeting

SOQ Progressive Design-Build (Info. Only)

August 3, 2022, Board Meeting

Board Approval to Begin Negotiations with
 Recommended Contractor



3



01 Background

**02 Design-Build Team
 Phase 1 Contract**

03 Next Steps & Schedule

04 Motion

4

Progressive Design-Build Phase 1 Contract



Peace River Manasota Regional Water Supply Authority

Basis of Design Report

for
the Phase 2B Pipeline

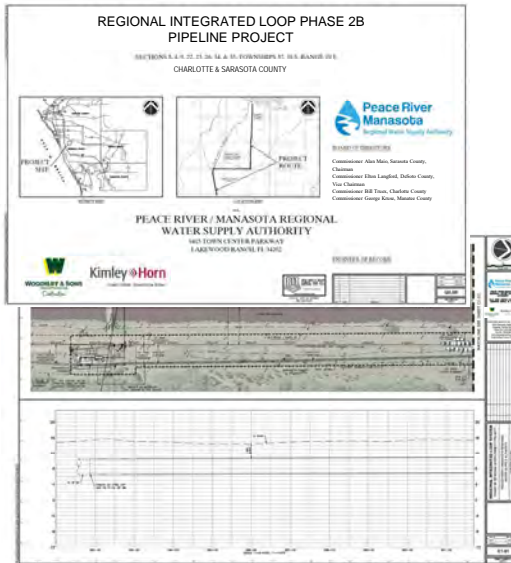


3425 Town Center Parkway
Lakewood Ranch, FL 34202



2390 University Parkway
Sarasota, FL 34241

NOVEMBER 2022



Basis of Design Report
November 8, 2022

60% Design
September 1, 2023

Guaranteed Maximum Price
September 18, 2023

5

Progressive Design-Build Phase 1 Coordination



| Task | Description | Woodruff | Kimley Horn | Total (NTE) |
|------|---|------------------------|------------------------|------------------------|
| 1 | Project Coordination | \$ 187,905.00 | \$ 647,755.00 | \$ 835,660.00 |
| 2 | Field Services | \$ 1,383,875.00 | \$ 363,719.00 | \$ 1,747,594.00 |
| 3 | Basis of Design Report | \$ 51,535.00 | \$ 287,170.00 | \$ 338,705.00 |
| 4 | 10% Design | \$ 12,235.00 | \$ 301,260.00 | \$ 313,495.00 |
| 5 | 30% Design | \$ 26,285.00 | \$ 226,480.00 | \$ 252,765.00 |
| 6 | 60% Design | \$ 33,670.00 | \$ 380,940.00 | \$ 414,610.00 |
| 7 | Pre-Construction Services and GMP Development | \$ 131,930.00 | \$ 86,900.00 | \$ 218,830.00 |
| 8 | Technical Support for Public Relations | \$ 14,610.00 | \$ 29,080.00 | \$ 43,690.00 |
| 9 | Property Acquisition Assistance | \$ 4,000.00 | \$ 186,805.35 | \$ 190,805.35 |
| | 10% Markup on Kimley Horn | \$ 250,980.94 | | \$ 250,980.94 |
| | Subtotal | \$ 2,095,665.94 | \$ 2,509,809.35 | \$ 4,605,475.29 |
| 10 | 10% Project Contingency | \$ 209,666.59 | \$ 250,980.94 | \$ 460,647.53 |
| | Total Price for Preconstruction Services | \$ 2,305,332.53 | \$ 2,760,790.29 | \$ 5,066,122.82 |



Residents of
Charlotte County &
City of North Port



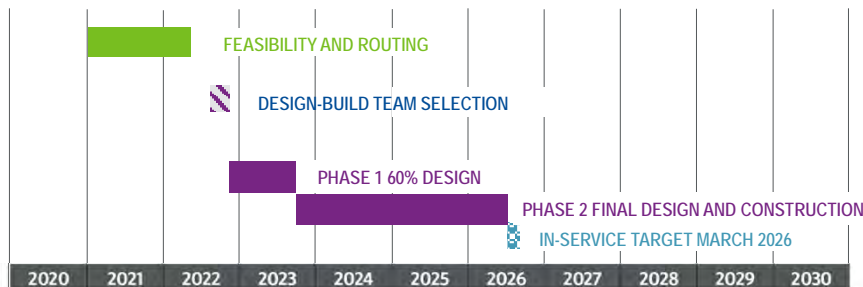
6



- 01 Background
- 02 Design-Build Team
Phase 1 Contract
- 03 Next Steps & Schedule**
- 04 Motion

7

03 Next Steps and Schedule



- ✓ 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) – October 2022
 - Early Procurement Package & Resolution of Necessity – February 2023
 - Progressive Design-Build Team Phase 2 (Final Design & Const.) GMP – October 2023
 - Final Design and Substantial Construction Completion – March 2026

8



- 01 Background
- 02 Design-Build Team
Phase 1 Contract
- 03 Next Steps & Schedule
- 04 Motion**

9

04 Motion

Motion: **Motion** to approve the Regional Integrated Loop Phase 2B Pipeline Contract and Phase 1 Services in the amount of **\$5,067,144.81** and authorize the Executive Director to make minor, non-monetary modifications to the Contract.

10

TAB B
Regional Integrated Loop Phase 2B Pipeline Contract

**Progressive Design-Build Agreement
for the Regional Integrated Loop Phase 2B Pipeline Project**

This Agreement (“Agreement”) is entered into this ____ day of _____, 2022 by and between the Peace River Manasota Regional Water Supply Authority an interlocal government agency of the State of Florida existing under Sections 163.01 and 373.713, Florida Statutes (“Authority” or “Owner”) and Woodruff and Sons, Inc., a corporation authorized to do business in the State of Florida. (“Design-Builder”).

Background

The Authority intends to design and construct a project known as the Regional Integrated Loop Phase 2B Pipeline Project (the “Project”).

The Authority and Design-Builder will implement the Project in two sequential phases:

- **Phase 1 – Preconstruction:** Design-Builder will perform initial design and preconstruction services and will develop a schedule and price proposal for the Phase 2 services. Exhibit 1.1 provides the Scope of Design-Builder Services for Phase 1.
- **Phase 2 – Final Design and Construction:** If the Authority accepts the price proposal for the Phase 2 services, Design-Builder will complete design, permitting, construction and post-construction tasks, including performance testing, commissioning, training, support, and turnover. The parties will then develop and execute a contract amendment (known as the Guaranteed Maximum Price Amendment) setting forth the parties’ obligations for Phase 2.

In consideration of the mutual covenants and obligations contained herein, the Authority and Design-Builder agree as follows.

Article 1
The Work

1. The Work will be performed under two phases, and will consist of the following:
 - 1.1. Phase 1 – Preliminary Design and Preconstruction Services. Design-Builder will perform the Phase 1 Services set forth in Exhibit 1.1. As set forth more fully in Article 8, the Phase 1 Services includes Design-Builder providing Owner with a proposal that will establish the commercial terms for the Final Design and Construction Phase (Phase 2) Services, including but not limited to the Guaranteed Maximum Price and Scheduled Substantial Completion Date. Design-Builder acknowledges that Owner is under no obligation to accept the proposal, and that Owner has the right to terminate this Agreement in accordance with Article 8.
 - 1.2. Phase 2 – Final Design and Construction Services. Design-Builder will perform the Final

Design and Construction Phase in accordance with the Contract Amendment and the General Conditions.

Article 2
General Conditions and Exhibits

2. General Conditions and Exhibits

2.1. General Conditions and Defined Terms. Terms used in this Agreement have the meanings provided in the General Conditions which is attached to and is part of this Agreement.

2.2. Exhibits. The following exhibits are part of this Agreement:

- Exhibit 1.1 Design-Builder's Phase 1 Services
- Exhibit 3.2 Phase 1 Services Milestones
- Exhibit 4.1 Compensation for Phase 1 Services
- Exhibit 6.1.2 List of documents that Owner will provide to Design-Builder
- Exhibit 7.1 Project Design Criteria
- Exhibit 9.1 Federal and State Contract Requirements

Article 3
Contract Time

3.1 Date of Commencement

3.1.1 Design-Builder shall commence the Phase 1 Services upon Design-Builder's receipt of Owner's Notice to Proceed ("NTP with Phase 1 Services"). Owner will issue an NTP within seven (7) days after the Effective Date of the Agreement unless the Parties mutually agree otherwise in writing.

3.1.2 Design-Builder shall commence the Phase 2 Services upon Design-Builder's receipt of Owner's Notice to Proceed ("NTP with Phase 2 Services"). Owner will issue an NTP within seven (7) days after the Effective Date of the Guaranteed Maximum Price Amendment, unless the Parties mutually agree otherwise in writing.

3.2 Schedule for Performance of Phase 1 Services.

3.2.1 Design-Builder shall perform the Phase 1 Services in accordance with the time periods set forth in Exhibit 3.2, "Phase 1 Services Milestones."

3.2.2 Within fourteen (14) days from the NTP with Phase 1 Services, Design-Builder shall submit to Owner, for its review and approval, a proposed Phase 1 Services Schedule that includes, among other things: (a) the order in which Design-Builder proposes to carry

out the Phase 1 Services; and (b) the times when submissions and approvals or consents by Owner are required (provided, however, that such times shall be no less than the Owner's minimum review durations identified in the Contract Documents). Upon approval of the Phase 1 Services Schedule, Design-Builder shall provide monthly updates that show the actual progress of its performance of the Phase 1 Services as compared to the projected progress of the work.

3.3 Contract Time for Phase 2 Services.

3.3.1 Scheduled Substantial Completion Date. Design-Builder shall substantially complete the Work no later than the date set forth in the Guaranteed Maximum Price Amendment ("Scheduled Substantial Completion Date"), subject to adjustment in accordance with the General Conditions.

3.3.2 Scheduled Final Acceptance Date. Design-Builder shall achieve Final Acceptance no later than 90 days from Substantial Completion ("Scheduled Final Acceptance Date"), subject to adjustment in accordance with the General Conditions.

3.4 Time of the Essence. The time limits for Substantial Completion and Final Acceptance are of the essence of the Contract.

3.5 Delay Liquidated Damages.

3.5.1 Application. This paragraph 3.5 applies only to Phase 2 Services.

3.5.2 Calculation of Delay Liquidated Damages. If Design-Builder does not meet the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. To compensate Owner for those damages, if Substantial Completion has not occurred on or before the Scheduled Substantial Completion Date, then Design-Builder shall pay to Owner liquidated damages for each day until Substantial Completion is achieved, with the daily rate established in the Guaranteed Maximum Price Amendment.

3.5.3 Owner's Rights to Offset. Owner shall have the right to deduct the Delay Liquidated Damages from any monies unpaid, otherwise due, or to become due to Design-Builder to demand and receive payment from Design Builder of such liquidated damages, and either party may initiate applicable dispute resolution procedures under Article 15 of the General Conditions to recover such liquidated damages. The deductions of such damages from any monies unpaid, otherwise due, or to become due shall be in addition to retainage under the Contract Documents. Owner has the discretion to allow Delay Liquidated Damages to accrue without collecting and by doing so does not waive any rights to collect them at a later time.

3.5.4 Liquidated Damages Not Penalty. The Parties acknowledge, recognize, and agree on the following:

(a) because of the unique nature of the Project, it is difficult or impossible to determine with precision the amount of damages that would or might be incurred by Owner as a result of Design-Builder's failure to achieve Substantial Completion on or before the Scheduled Substantial Completion Date; and

(b) any sums which would be payable as Delay Liquidated Damages are in the nature of liquidated damages, and not a penalty, and are fair and reasonable and such payment represents a reasonable estimate of fair compensation for the losses that may reasonably be anticipated from such failure, and shall, without duplication, be the sole and exclusive measure of damages with respect to any failure by Design-Builder to achieve Substantial Completion on or before the Scheduled Substantial Completion Date; and

(c) that, in recognition of the acknowledgments above, Design-Builder is expressly estopped from arguing, and waives any rights it may have to argue, that the Delay Liquidated Damages are a penalty and that they are not enforceable; and

(d) that the provisions for Delay Liquidated Damages are not intended to excuse Design-Builder from liability for any other breach of its obligations under the Contract Documents or affect any other remedy Owner has under the Contract or as a matter of law.

Article 4

Compensation and Contract Price

4.1 Compensation for Phase 1 Services. Owner shall pay to Design-Builder for the Phase 1 Services the sum set forth in Exhibit 4.1.

4.2 Contract Price.

4.2.1 Owner shall pay Design-Builder in accordance with the General Conditions a contract price ("Contract Price") equal to the amount set forth in the Guaranteed Maximum Price Amendment. The Contract Price is subject to adjustments made in accordance with Article 9 of the General Conditions.

4.2.2 The Contract Price is deemed to include all sales, consumer, use, employment- related and other taxes mandated by applicable Laws and Regulations or that result from the performance of the Work.

4.3 Allowance Payment Items and Allowance Payment Values

4.3.1 General. Any and all Allowance Payment Items, as well as their corresponding

Allowance Payment Values, will be set forth in the Guaranteed Maximum Price Amendment, and will be included in the Contract Price.

4.3.2 Contingency Allowance. Owner may use the Contingency Allowance to fund: (a) overruns in Allowance Payment Items other than the Contingency Allowance; and (b) Change Orders for which Design-Builder is entitled, under Article 9 of the General Conditions, to an increase in the Contract Price. If the Contingency Allowance is totally depleted, Owner will fund (a) and (b) above by increasing the Contract Price in accordance with Article 11 of the General Conditions. Neither Owner nor Design-Builder's rights or obligations under the Contract Documents shall be affected by the Contingency Allowance.

4.3.3 Performance of Work on Allowance Payment Items. No work shall be performed on any Allowance Payment Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. In addition, for all items set forth in paragraph 4.3.2 above, Design-Builder shall be obligated to comply with all of the requirements set forth in Articles 9, 10, and 11 of the General Conditions, as well as any other requirements that are set forth in the General Conditions (including but not limited to those contained in paragraphs 4.02 and 4.04 of the General Conditions) with respect to the item that forms the basis for the Change Order.

4.3.4 Reconciliation of Allowance Payment Values. If the actual costs for an Allowance Payment Item differ from the stated Allowance Payment Value, the Contract Price will be adjusted by a Change Order. If the actual costs for an Allowance Payment Item (other than the Contingency Allowance) are greater than the corresponding Allowance Payment Value, Owner will fund such overrun in accordance with paragraph 4.3.2 above. If, at the time the Final Application for Payment, the actual costs for any Allowance Payment Value are less than the corresponding Allowance Payment Value, such difference shall be reflected in a Change Order that reduces the Contract Price by such difference.

Article 5 **Payment Procedures**

5.1 Submittal and Processing of Payments.

5.1.1 Design-Builder shall submit, and Owner will process, Applications for Payment in accordance with Article 13 of the General Conditions.

5.1.2 All Applications for Payment shall include the purchase order number for this Contract and shall follow the same format as shown on the Application for Payment provided in the Contract Documents. For Phase 2 Services Design-Builder shall include the wage information required under Exhibit 9.1.

5.1.3 Failure of Design-Builder to follow the instructions set forth in the Contract

Documents regarding a proper Application for Payment and acceptable services may result in an unavoidable delay in payment by Owner.

5.1.4 Any early payment discount offered by Design-Builder shall be clearly indicated on the Application for Payment), including the percentage of the discount and the time period for which the discount is valid. Owner reserves the option to accept such early payment discounts.

5.2 Progress Payments

5.2.1 Payments for the Phase 1 Services. Owner shall make progress payments for the Phase 1 Services within the time set forth in paragraph 5.4 below after Owner's receipt of each properly submitted and accurate Application for Payment submitted in accordance with paragraph 13.02 of the General Conditions. All such payments will be measured by Exhibit 4.1 (Compensation for Phase 1 Services), pursuant to paragraph 13.01 of the General Conditions and shall reflect the total of payments previously made and amounts properly withheld under paragraph 13.03 of the General Conditions.

5.2.2 Payments for Work Performed after the Effective Date of the Guaranteed Maximum Price Amendment.

- a. For Work performed after the Effective Date of the Guaranteed Maximum Price Amendment, Owner shall make progress payments within the time set forth in paragraph 5.4 below after Owner's receipt of each properly submitted and accurate Application for Payment submitted in accordance with paragraph 13.02 of the General Conditions. All such payments will be measured by the Schedule of Values, pursuant to paragraph 13.01 of the General Conditions, and shall reflect the total of payments previously made and amounts properly withheld as retainage, as set forth below, and under the paragraph 13.03 of the General Conditions.
- b. Owner will make progress payment in an amount equal to ninety-five percent (95%) of Work completed and materials and equipment not incorporated in the Work in place but delivered and suitably stored on Site, less in each case the aggregate of payments previously made. Owner will hold the remaining five percent (5%) as retainage. In no event, shall payments for materials and equipment stored exceed ninety-five percent (95%) of the value of the related cost for the specific item of work in place shown in the schedule of values regardless of the stated value of the materials or equipment. Owner will pay an amount equal to ninety-five percent (95%) of materials and equipment not incorporated in the work stored offsite if stored in a manner acceptable to Owner, as stated above for on-site stored materials. When payment to Design-

Builder is made for stored materials and equipment, Design-Builder shall submit invoices marked paid by the supplier with the next month's request for payment to document that Design-Builder has paid for said materials and equipment or the previously paid amount for stored materials shall be deducted from any remaining payment(s) or retainage for any stored materials not so properly documented.

- 5.3 Final Payment. Upon Final Acceptance of the Work in accordance with paragraph 13.08 of the General Conditions, Owner shall pay the remainder of the Contract Price as provided in paragraph 13.08.
- 5.4 Date of Payment. Owner will make payment for all goods and services in a timely manner as provided in Part VII of Chapter 218, Florida Statutes, known as the Local Government Prompt Payment Act.

Article 6 **Design-Builder's Representations**

- 6.1 Representations. Design-Builder shall be deemed to have made the following representations with its submission of the Guaranteed Maximum Price Proposal and the execution of the Guaranteed Maximum Price Amendment:

6.1.1 Understanding. Design-Builder has examined, carefully studied, and thoroughly understands the Contract Documents and the Reference Documents associated with the Work covered by a Guaranteed Maximum Price Proposal and Guaranteed Maximum Price Amendment.

6.1.2 Site conditions. Design-Builder has reviewed the Site and the documents identified in Exhibit 6.1.2 and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work covered by the Guaranteed Maximum Price Proposal and Guaranteed Maximum Price Amendment.

6.1.3 Laws and Regulations. Design-Builder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work covered by the Guaranteed Maximum Price Proposal and Guaranteed Maximum Price Amendment.

6.1.4 Nature of work. Design-Builder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

6.1.5 Correlation. Design-Builder has correlated the Contract Documents with the information known to Design-Builder, information and observations obtained from visits

to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data that Design-Builder believes is necessary to perform the Work.

6.1.6 Discrepancies. Design-Builder has reviewed all available information and data shown or indicated in this Agreement and has given the Authority written notice of all conflicts, errors, ambiguities, or discrepancies that Design-Builder has discovered in the Contract Documents and the Authority's written resolution thereof, if any, is acceptable to Design-Builder.

6.1.7 Sufficiency. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work covered by the Guaranteed Maximum Price Proposal and Guaranteed Maximum Price Amendment.

6.1.8 Obligations. Design-Builder shall be bound by and shall perform its obligations in full compliance with the Contract Documents.

6.1.9 Authority. Design-Builder has the full power and authority to execute and deliver this Agreement and to incur and perform the obligations provided for herein, all of which have been duly authorized by all proper and necessary actions of the governing entity of Design-Builder. Design-Builder is duly authorized to conduct business in the State of Florida.

6.1.10 Accuracy of RFQ Response. All the information provided by Design-Builder in response to the Authority's Request for Statements of Qualifications – Progressive Design Build Services dated June 24, 2022 was true and accurate when Design-Builder submitted it to the Authority and has not materially changed as of the Effective Date of this Agreement.

6.1.11 Expertise. Design-Builder has special expertise in the type of professional services to be provided under this Agreement and Design-Builder acknowledges that such representations were a material inducement to the Authority to enter into this Agreement with Design-Builder.

6.1.12 Valid Agreement. This Agreement is a valid, binding, and enforceable obligation of Design-Builder, and does not violate any law, rule, regulation, contract, or agreement otherwise enforceable by or against Design-Builder except as it may be limited by bankruptcy, insolvency, reorganization, or other similar laws affecting the rights of creditors generally.

6.1.13 Scrutinized Companies. Design-Builder is in compliance with Section 287.135, Florida Statutes. As required by Subsection 287.135(5), Florida Statutes, Design-Builder

certifies that it is not on any of the following lists: 1) Scrutinized Companies with Activities in Sudan, 2) Scrutinized Companies with Activities in the Iran Petroleum Energy Sector, or 3) Scrutinized Companies that Boycott Israel.

6.1.14 Public Entity Crimes. Design-Builder is in compliance with Section 287.132, Florida Statutes. The Public Entity Crimes statement required by Subsections 287.133(2) and (3), Florida Statutes provided with Design-Builder's response to the RFP is true and accurate on the EffectiveDate of this Agreement.

6.1.15 Discriminatory Vendor List. Design-Builder is in compliance with subsection 287.134(2)(a), Florida Statutes. Design-Builder is not on the discriminatory vendor list maintained by the Florida Department of Management Services under section 287.134, Florida Statutes.

6.1.16 E-Verify. Design-Builder is in compliance with Section 488.095, Florida Statutes. As required by Subsection 488.095(2)(a), Florida Statutes, Design-Builder has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. The E-Verify Statement Design-Builder submitted with its response to the RFP remains true and correct.

6.1.17 No Contingent Fees. As required by Section 287.055(6), Florida Statutes, Design-Builder warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Design-Builder to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Design-Builder any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. If Design-Builder breaches or violates this provision, the Authority has the right to terminate this Agreement without liability and, at its discretion, to deduct from Design-Builder's compensation, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Article 7 **Contract Documents**

7.1 Contract Documents. The Contract Documents consist of the following:

1. This Agreement including all the Exhibits;
2. Project Design Criteria, as set forth in Exhibit 7.1.
3. The General Conditions;
4. The Supplementary Conditions;

5. The following, which shall be designated, completed, delivered, prepared, or issued after the Effective Date of the Agreement and are not attached hereto:
 - a. Any and all written amendments (other than the Guaranteed Maximum Price Amendment), Change Orders, Work Change Directives, and Field Orders amending, modifying, or supplementing the Contract Documents.
 - b. The Guaranteed Maximum Price Amendment executed in accordance with paragraph 8.4 below;
 - c. The Final Drawings and Specifications, which shall be developed, submitted, and acted upon pursuant to paragraph 6.17 of the General Conditions.

7.2 Amending the Contract Documents. The Contract Documents may only be amended, modified, or supplemented as provided in Article 8 hereof with respect to the Guaranteed Maximum Price Amendment, and as provided in paragraph 3.04.A of the General Conditions for any other amendment, modification, or supplementation.

7.3 Order of Precedence of the Contract Documents. The following order of precedence shall apply in the case of direct, irresolvable conflicts between or among Contract Documents:

1. Written amendments signed by the Parties (other than the Guaranteed Maximum Price Amendment) with those of a later date taking precedence;
2. Work Change Directives, Change Orders, and Field Orders with those of a later date taking precedence;
3. The Guaranteed Maximum Price Amendment;
4. This Agreement, including all Exhibits;
5. The Supplementary Conditions;
6. The General Conditions;
7. The Final Specifications;
8. Final Drawings; and
9. The Project Design Criteria.

Article 8
Guaranteed Maximum Price Proposal and
Guaranteed Maximum Price Amendment Process

8.1 Submission of Guaranteed Maximum Price Proposal. Upon written authorization by Owner, Design-Builder shall submit a proposal for the Final Design and Construction (Phase 2) Services. Design-Builder shall produce a format for the Guaranteed Maximum Price Proposal, including the format of supporting documentation and line items of the Work, and provide it to Owner for review and approval. At a minimum, the support

documentation must include a complete line-item cost estimate indicating the itemized costs that comprise the total proposal amount. The parties must agree on the format of the Guaranteed Maximum Price Proposal at least 60 days before Design-Builder submits it.

8.2 Contents of Guaranteed Maximum Price Proposal. Design-Builder shall include the following in the Guaranteed Maximum Price Proposal, unless the parties agree otherwise:

1. A proposed Guaranteed Maximum Price;
2. A complete list of the Guaranteed Maximum Price Proposal Documents. At a minimum, Design-Builder shall provide the documentation described in Article 8.2 Items 3 through 18.
3. A list of the assumptions and clarifications made by Design-Builder in the preparation of the proposal, which list is intended to supplement the information contained in the Guaranteed Maximum Price Proposal Documents;
4. The following schedules:
 - a. A progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including the Scheduled Substantial Completion Date upon which the proposal and progress schedule is based.
 - b. The Design-Builder shall use Oracle/Primavera Professional Project Management software for creating and updating all progress schedules and reports.
 - c. A schedule of Submittals which lists each required Submittal and the times for submitting, reviewing, and processing each Submittal;
 - d. A Schedule of Values for all the Work which will include quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices must include an appropriate amount of overhead and profit applicable to each item of Work; and
 - e. A cash flow projection estimating that portion of the Contract Price to be due during each month of performance.
5. If applicable, a list of Allowance Payment Items, Allowance Payment Values, and a complete description of their basis;
6. If applicable, a schedule of alternate prices;
7. If applicable, a schedule of unit prices;

8. If applicable, a statement of Additional Services which may be performed but which are not included in the Guaranteed Maximum Price and which, if performed, shall be the basis for an increase in the Guaranteed Maximum Price and/or Scheduled Substantial Completion Date;
 9. A list of Subcontractors and Suppliers whose proposals have been accepted by Owner;
 10. An updated letter from its surety or sureties verifying that Design-Builder has bonding capacity in the amount of the Guaranteed Maximum Price;
 11. The time limit for acceptance of the proposal, which shall include an adequate number of days for approval of the Guaranteed Maximum Price Amendment by the Owner's Governing Board;
 12. All bid documentation received from Subcontractors and Suppliers that are used as the basis for the Design-Builder's price proposal;
 13. The risk and escalation contingency contained within the Design-Builder's price proposal and the basis for the level of contingency;
 14. The Design-Builder's proposed fee for performing the Work;
 15. A line-item cost estimate for all General Conditions costs, including all labor and materials cost elements;
 16. A line-item cost estimate for all direct construction costs, including all labor, materials, subcontractor, and supplier cost elements;
 17. A description of the scope of services, and a breakdown of the corresponding fee, for start-up, training, and commissioning services to be provided by the Design-Builder; and
 18. A description of the scope of services, and a breakdown of the corresponding fee, for professional services to be provided by the Design-Builder, including but not limited to final design, engineering services during construction, and materials testing/quality control.
- 8.3 Owner's Review of Proposal. After submission of a proposal, Design-Builder and Owner shall meet to discuss and review it, negotiate in good faith, and attempt to reach agreement on it. Design-Builder shall provide such information as Owner may reasonably request relative to the proposal and must provide all information that formed the basis for the Guaranteed Maximum Price to Owner on an "open book" basis.
- 8.4 Acceptance of Guaranteed Maximum Price Proposal. If Owner accepts the Guaranteed Maximum Price Proposal, as may be amended by Design-Builder based on discussions with Owner, the Guaranteed Maximum Price Proposal shall be incorporated into the

Contract Documents by the Guaranteed Maximum Price Amendment, approved by the Owner's Governing Board, and duly executed by both Parties.

8.5 Owner's Rights if Parties Fail to Reach Agreement on Proposal. If the Parties are unable to reach an agreement on the Guaranteed Maximum Price Proposal within the time limit for acceptance specified in the proposal, as may be extended by the mutual agreement of the Parties, the Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

1. Owner may suggest modifications to the proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the Guaranteed Maximum Price Proposal shall be deemed accepted and the Parties shall proceed in accordance with paragraph 8.4 above;
2. Owner may authorize Design-Builder to continue to advance the final design of the Project under this Agreement or as an Additional Service, as applicable; or
3. Owner may terminate this Agreement for convenience in accordance with paragraph 14.03 of the General Conditions, having the right, among other things, to exercise its available options to perform the final design and construction with parties other than Design-Builder. The Design-Builder acknowledges that the Owner's ability to successfully complete the Project may be significantly impacted if Owner elects to terminate Design-Builder's services at the end of the Phase 1 Services phase, rather than proceeding to the Phase 2 Services phase, and certain design subconsultants are not available to continue working on the Project. Consequently, Design-Builder hereby agrees that if Owner terminates Design-Builder for any reason, Owner will have the right to contract directly with such design subconsultants for design-related services on this Project, and Design-Builder shall take such steps as are reasonably necessary to enable Owner to implement such relationship.

8.6 Design/ Builder's Rights if Owner Fails to Act. If Owner fails to exercise either of its options under subparagraphs 8.5(1) or 8.5(2) in a reasonable period of time, Design-Builder may give written notice to Owner that it intends to suspend performance of the Work in accordance with subparagraph 14.04.B of the General Conditions.

8.7 Completion of Phase 1 Services. Design-Builder shall be deemed to have completed its obligations to perform the Phase 1 Services under this Agreement upon the earlier to occur of: (1) execution by Owner and Design-Builder of a Guaranteed Maximum Price Amendment for the completion of the Work; or (2) Owner's exercise of its options under paragraph 8.5 above.

Article 9
Miscellaneous

9. Miscellaneous.

9.1 Additional Federal and State Conditions. Because this project may be partially funded with federal and state funds, the conditions contained in Exhibit 9.1 apply to this Contract.

9.2 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, electronic or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

9.3 Records.

A. Duty to Maintain and Provide Records. Design-Builder shall keep and maintain all public records required to perform services under this Contract as required by Chapter 119, Florida Statutes. All analyses, data, documents, models, modeling, reports, and tests performed or utilized by Design-Builder shall be made available to the Authority upon request and are considered public records in accordance with Chapter 119, Florida Statutes, unless they are exempt under the Law.

B. IF DESIGN-BUILDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DESIGN-BUILDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS AT 941-316-1776, EMAIL PEACERIVER@REGIONALWATER.ORG, OR MAIL 9415 TOWN CENTER PARKWAY, LAKEWOOD RANCH, FL 34202.

C. Post Contract Responsibilities. Upon completion of this Contract, Design-Builder shall keep and maintain, at no cost, to the Authority, all public records produced under this Agreement in the possession of the Design-Builder or shall transfer them to the Authority. If the Design-Builder transfers all public records to the Authority, Design-Builder shall destroy any duplicate public records. If Design-Builder keeps and maintains public records after completion of the Contract, the Design-Builder shall meet all legal requirements for retaining public records including the rules and retention schedules adopted by the Division of Library and Information Services of the Department of State under Section 119.021(2)(a), Florida Statutes. All records stored electronically must be

provided to the Authority upon request from the Authority in a format that is compatible with the information technology systems of the Authority.

- D. Exempt Records. Design-Builder shall ensure that public records that are exempt from disclosure are not disclosed except as authorized by law. Chapter 119, Florida Statutes describes records that are exempt from disclosure including building plans, blueprints, schematic drawings, and diagrams, which depict the internal layout and structural elements of a building, water treatment facility, or other structure.
- E. Trade Secrets. Under Florida laws including Sections 119.071(1)(f) and 1004.22 Florida Statutes, trade secrets are exempt from disclosure as a public record. If a records request is made of the Owner for public disclosure of trade secrets owned by or licensed to the Design-Builder and the Design-Builder has clearly marked the record as “Trade Secret – Exempt from Public Disclosure” the Owner will advise the Design-Builder of such request. In the event a dispute arises regarding the records request, Design-Builder has the sole burden and responsibility to take all legal measures necessary to protect the record from disclosure.
- F. Audit Rights. Design-Builder shall keep all books, records, files, plans, drawings, and other documentation, including all electronically stored items, which concern or relate to the Services hereunder (collectively referred to herein as “Records”) for a minimum of three (3) years from the date of expiration or termination of this Agreement or as otherwise required by Law, which ever date is later. The Authority, or any duly authorized agents or representatives of the Authority, shall have the right to audit, inspect and copy all or such Records as often as they deem necessary during any such period of time. This right to audit, inspect and copy the Records shall include all Records of Subconsultants.
- G. This paragraph 9.3 shall survive the expiration or termination of this Contract.

- 9.4 Entire Agreement. The Contract Documents state the entire understanding between the parties and supersede any written or oral representations, statements, negotiations, or agreements to the contrary. Design-Builder recognizes that any representations, statements, or negotiations made by Owner staff or Owner consultants do not suffice to legally bind Owner in a contractual relationship unless they have been reduced to writing, approved, and signed by an authorized Owner representative. The Contract governs the relationship between the Authority and Design-Builder on the Project.
- 9.5 Severability. If any part of this Contract is for any reason invalid or unenforceable, the rest of the Contract remains fully valid and enforceable.
- 9.6 No Third-Party Beneficiaries. The rights and obligations in this Agreement shall inure solely to the parties hereto (their successors, assigns and legal representatives) and no other party shall have any rights or obligations under or by virtue of this Agreement.
- 9.7 Applicable Law and Venue. This Agreement shall be governed by and construed under

the laws of the State of Florida. Venue for any action under state law arising under this Agreement shall be in the Twelfth Judicial Circuit of Florida. Claims justiciable in federal court shall be in the Middle District of Florida.

- 9.8 Notices. All notices or other communications permitted or required under this Agreement must be in writing and must be sent to the party at that party's address set forth below or a whatever other address the party specifies in writing. Notices must be personally delivered, sent by certified or registered mail, sent by overnight courier, postage prepaid, or sent to all email addresses listed below for each party.

If to the Authority:

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

Mike Coates mcoates@regionalwater.org
Terri Holcomb tholcomb@regionalwater.org
Mike Knowles mknowles@regionalwater.org
Ford Ritz fritz@regionalwater.org

If to Design-Builder:

Woodruff & Sons, Inc.
Attention: Don Woodruff, President
P.O. Box 10127
Bradenton, Florida 34282
Email: donw@woodruffandsons.com

Chad Wakeman chadw@woodruffandsons.com
Matt Anderson matta@woodruffandsons.com

- 9.9 No Construction Against Drafting Party. Each party acknowledges that it has carefully reviewed and understands this Agreement and has had an opportunity to review it with counsel of its choosing. This Agreement shall not be construed more strongly against any party, regardless of who drafted or prepared it.
- 9.10 Communications. The Design-Builder's communications with the Authority shall be limited to the Authority's Executive Director and designated staff. Communications with the Authority's Board Members are prohibited, except with the prior permission of the Authority's Executive Director or at a duly noticed public board meeting. Any such prohibitive communications shall be deemed to be a material breach of this Agreement by Design-Builder. This provision does not prohibit or limit contacts by or on behalf of the Authority Board Members with Design-Builder.

- 9.11 Interpretation. All words used herein in the singular shall extend to and include the plural, and the use of any gender shall extend to and include all genders. Unless the context requires otherwise: The term “include” contemplates “including but not limited to.” The terms “hereof,” “herein,” “hereunder” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.
- 9.12 Time is of the Essence. Time is of the essence of this Agreement and each of its provisions.
- 9.13 Contest of Authority Decisions. The Authority shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the Services called for hereunder, or the character, quality, amount, or value thereof. The decision of the Authority upon all such claims, questions or disputes shall be final and binding if not contested by Design-Builder in a written notice delivered to the Authority within seven days after Design-Builder’s receipt of written notice from the Authority concerning such decision.
- 9.14 Survival. All representations, warranties, guarantees, indemnifications, made or given in this Contract will survive Final Acceptance, final payment, and completion or termination of the Contract.
- 9.15 Waiver. Unless expressly stated in writing, no action or inaction by a party shall be considered a waiver of the other party’s duty to comply with any representation, warranty, or responsibility under this Agreement.
- 9.16 Independent Contractor. Design-Builder is retained by the Authority only for the purposes and to the extent set forth in this Agreement, and its relationship with the Authority is that of an independent contractor. Design-Builder has the discretion to select the means and methods of performing such services, subject to the requirement that it perform the services required hereunder competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this Agreement. Design-Builder is fully responsible for the employment, direction, supervision, compensation, and control of all persons employed or retained by Design-Builder. Neither Design-Builder nor any DB-Related Entity shall be considered as being an employee or agent of the Authority and they are not entitled to any employment benefits from Owner. Design-Builder expressly and voluntarily waives and agrees not to make any claim to participate in any of Owner’s employee benefits or benefit plans should Design-Builder or any of its officers, agents, or employees be adjudicated for any reason to be an employee of Owner.
- 9.17 Waiver of Jury Trial. To the extent permitted by applicable law, Design-Builder and the Authority irrevocably waive any right to trial by jury in any legal proceeding arising out of or relating to this Agreement or any of the transactions contemplated by it. Neither the Authority nor Design-Builder or any successor thereof will seek a trial by jury in any action or proceeding (whether at law or in equity, whether direct or collateral, whether in contract or in tort) arising out of or related to this Agreement or the relationship created by it. Neither the Authority nor Design-Builder shall seek to consolidate any action or proceeding in which trial by jury has been waived with any other action or proceeding in

which a jury trial cannot be or has not been waived.

- 9.18 Authority's Right to Terminate under Section 287.135, Florida Statutes. As set forth in Section 287.135, Florida Statutes, the Authority reserves the right to terminate this Agreement and any contract for goods or services if Design-Builder: has been found to have submitted a false Scrutinized Vendor List certification; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; has been engaged in business operations in Cuba or Syria; or has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- 9.19 No Discrimination. Design-Builder hereby assures that no person will be excluded on the grounds of race, color, creed, national origin, handicap, age, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this Contract. Design-Builder shall take all measures necessary to effectuate these assurances.
- 9.20 No Lobbying. Under section 216.347, Florida Statutes, Design-Builder is prohibited from the expenditure of any funds under this Contract to lobby the legislature, the judicial branch, or another agency.
- 9.21 Computation of Times. When any period of time is referred to in the Contract Documents by days, it will be computed based on calendar days and will exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.
- 9.22 Cumulative Remedies. The duties and obligations imposed by this Contract and the rights and remedies available to the parties are in addition to and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by: 1) Laws and Regulations; or 2) any special warranty or guarantee; or 3) other provisions of the Contract Documents. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.
- 9.23 Advertising. No advertising is permitted upon any part of the Site. Owner has sole discretion concerning whether to allow any news or press releases pertaining to the services, work product(s), or performance of Design-Builder under this Contract or the Project.
- 9.24 No Solicitation of Employees. Design-Builder and Owner shall not directly or indirectly, or through any other person, agency, company, or organization solicit employees of the other party to undertake employment with it, its parent company, or any subsidiary company or any affiliated company during the performance of this Contract and for a period of one (1) year thereafter (the "non-solicitation period"). The parties acknowledge that actual or threatened violations of this paragraph may give rise to irreparable injury to

the other party, inadequately compensable in damages and, therefore, either party may seek and obtain injunctive relief against the breach or threatened breach of the other party's obligations and undertakings thereunder, in addition to any other legal remedies which may be available. This paragraph will survive the termination of this Agreement. Violation of this paragraph during the non-solicitation period will be deemed a material breach of contract.

- 9.25 No Right to Assign. Design-Builder shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of Owner. Any attempted assignment in violation of this paragraph will be null and void.
- 9.26 No Right to Pledge Credit. Design-Builder shall not pledge Owner's credit or make Owner a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.
- 9.27 SDN List. Design-Builder, by its execution of this Contract, acknowledges and attests that neither it, nor any DB-Related Entity, is included on the list of specially designated nationals and blocked persons (SDN list) which is administered by the U.S. Department of Treasury, Office of Foreign Assets Control to enforce economic and trade sanctions. Design-Builder accepts that this Contract will be either void by Owner or subject to immediate termination by Owner in the event there is any misrepresentation by Design-Builder. Owner, in the event of such termination, shall not incur any liability to Design-Builder for any Work or materials furnished.
- 9.28 Limitation. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Design-Builder, 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 100% of the Contract Price. The parties agree that specific consideration has been given by the Design-Builder for this limitation and that it is deemed adequate.

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

[The remainder of this page is intentionally blank]

Witnesses:

Signature

Print name

Print title

Date

Signature

Print name

Print title

Date

Attest:

Signature

Print name

Print title

Date

Approved as to Form:

General Counsel

Design-Builder:

Firm Name

Signature

Print name

Print title

Date

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

Signature

Print name

Print title

Date

EXHIBIT 1.1
DESIGN-BUILDER PHASE 1 SERVICES
REGIONAL INTEGRATED LOOP
PHASE 2B PIPELINE PROGRESSIVE DESIGN BUILD

INTRODUCTION

Peace River Manasota Regional Water Supply Authority (Owner) has contractual requirements with Charlotte County to design, install and place into operation the Regional Integrated Loop Phase 2B Pipeline (Project) from the regional integrated loop program. Once completed the Project will deliver finished water to Charlotte County to assist with meeting capacity needs as well as support the future regional supply and connectivity goals of the Owner.

The Project, as shown in the figure below, is approximately 13 miles of 42-inch diameter pipe (to be verified in this Project) beginning near the western end of the existing initial segment of the Phase 2 Regional Pipeline (Phase 2A Pipeline) 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 will include metering facilities, telemetry, and other appurtenances deemed appropriate to make the project fully functional for water transfer and contracted delivery. The delivery of finished water through this pipeline needs to offer a high degree of flexibility to enable

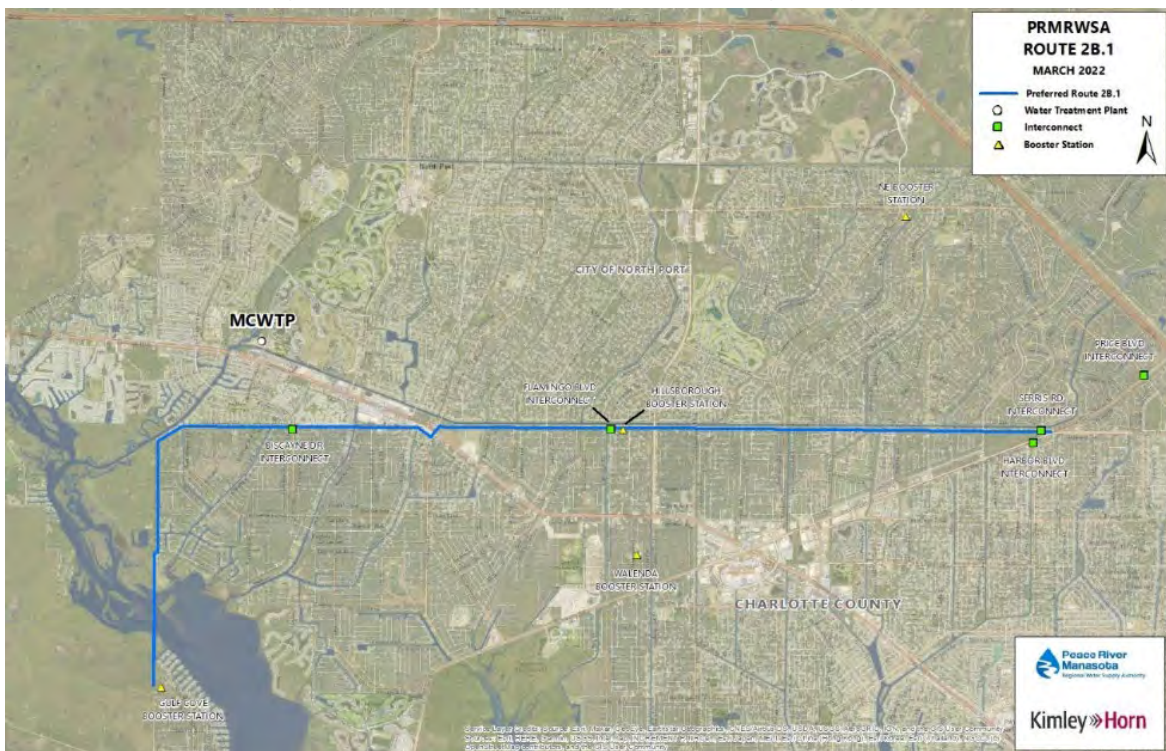


Exhibit 1.1
Page 1 of 19

delivery of required supply to the Gulf Cove Booster Station and support a future connection with the Regional Phase 2C Pipeline. The Phase 2C Project is anticipated to include construction of a ground storage tank and pumping facility at the Charlotte County's Gulf Cove Booster Station by arrangement between the Owner and Charlotte County.

The Peace River Manasota Regional Water Supply Authority (Owner) has retained Woodruff and Sons (Design-Builder) and Kimley-Horn and Associates, Inc. (Design Consultant) collectively the "Design Builder Team" to provide the following services:

ASSUMPTIONS AND CLARIFICATIONS

Design-Builder's work assumes the following:

1. The route is as described in the scope of services (Route 2B.1 identified in the feasibility and routing study prepared by Kimley-Horn March 2022 is assumed to be potable water transmission main with manually operated valves and no direct water services connections.
2. A preliminary site plan will be developed for the Gulf Cove booster pump station. The site plan will include a conceptual level to 30% design. The site layout out will address Owner's plans for a future pumping and storage facility to be included in the Phase 2C Pipeline project.
3. Site plans will be developed for all interconnect metering stations between the Authorities facilities and the Charlotte County system.
4. There will be no site planning, design or permitting for any new above ground features, roadway, or sidewalk aside from the Gulf Cove site and the metering stations. However, site planning, design and permitting for restoration of existing features impacted by construction including drive, sidewalks, drainage features, fences, enclosures, and grading will be provided
5. The Owner will be responsible for all permit fees.
6. Traffic analysis and traffic impact studies are not included.
7. Environmental impacts will be identified as denoted below.
8. A limited environmental assessment will be performed by the Design Build Team as described herein. Review the EPA web site to determine what existing contaminated sites may be encountered along the proposed route. Based upon this review a plan will be developed as needed to address the known contaminated sites as applicable. If an area is not denoted within the EPA records, it is assumed that contaminated ground water and soils will not be encountered, thus removal, remediation and or cleanup is excluded. If contamination in some form is suspected

or encountered, the team will assist as needed in accordance with applicable regulations on a time and material basis, and the contingency will be utilized to cover this unforeseen cost.

9. Landscape architecture or drainage improvements have not been included in this scope of services. Landscaping services if needed can be provided within phase 2 portion of the project.

TASKS GROUP OUTLINE

1. Task 1 – Project Management and Coordination
2. Task 2 – Field Services
3. Task 3 – Basis of Design Report
4. Task 4 - 10% Design
5. Task 5 – 30% Design
6. Task 6 – 60% Design
7. Task 7 – Pre-Construction Services & Guaranteed Maximum Price (GMP) Development
8. Task 8 – Technical Support for Public Communication program.
9. Task 9 – Property Acquisition Assistance with an emphasis on access through public property owned or co-owned by the South West Florida Water Management District (SWFWMD) and other public entities in Sarasota County anticipated to include Sarasota County and the City of North Port
10. Task 10 – Additional Services

SCOPE OF WORK

TASK 1: PROJECT MANAGEMENT AND COORDINATION

- 1.1 Design-Builder shall provide project management and coordination throughout the duration of the project. This task includes management of the design and pre-construction services and supporting activities associated with the various scope tasks for the duration of this scope of services (Phase 1 Pre-Construction Services). Specific tasks include:

- 1.1.1 Coordinate and conduct a project kickoff meeting with the Owner and other applicable entities.

- 1.1.2 Coordinate the activities of the Design-Builder Team and administer communications between the Project team members and with the Owner's staff.

- 1.1.3 Prepare for and participate in bi-monthly meetings either in person or via video conference for 12 months (26 meetings). This includes preparation of agendas and distribution of meeting minutes. An additional 26 meetings are

budgeted for to account for meetings that may be required to account for unforeseen issues.

1.1.4 Maintain and update monthly project schedules in Primavera and status reports to be provided with monthly invoices.

1.1.5 Maintain a Project RFI/Decision log to be updated after each meeting.

1.1.6 Prepare for and attend up to six (6) Bi-Monthly Board Meetings. This includes preparation of a short Power Point presentation to update the Board on progress/status of the Project.

1.1.7 Develop and administer a quality assurance program covering the technical work of the Design Consultant and Design Consultant's technical sub consultants.

1.2 KICK-OFF WORKSHOP

1.2.1 Design-Builder shall prepare the agenda for and conduct a Kick-Off Workshop with key Owner staff either at the Owner's office, or virtually, at the Owner's discretion. The purpose of this meeting is to introduce the key project team members and their roles, review the Scope of Services, project elements, discuss the project schedule, establish communication protocol, and reaffirm the Owner's goals and expectations regarding the project. Minutes from the workshop shall be prepared and distributed by the Design-Builder.

1.3 DATA REQUESTS AND WORKSHOPS

1.3.1 Data Requests. Design-Builder shall provide a data request list to the impacted entities including the Owner, City of North Port, Charlotte County, Southwest Florida Water Management District (SWFWMD) and Florida Department of Transportation (FDOT). Data requests will include available relevant information that the Owner or other entities may possess within the project corridor.

1.3.2 Charlotte County Teams Call. The Design-Builder will prepare for and attend a design workshop with Charlotte County to review and discuss existing and future improvements within the corridor such as the proposed 12-inch water main along Hillsborough Boulevard.

1.3.3 City of North Port Teams Call. The Design-Builder shall prepare for and attend a design workshop with the City of North Port to review and discuss existing and future improvements within the corridor such as the existing 16-inch reject water main along the east side of Campbell Street.

1.3.4 Charlotte County and City of North Port Joint Workshop. The Design-Builder shall prepare for and attend a design workshop with the City of North Port's Public Works and Utilities departments as well as Charlotte County's Public Works and Utilities departments to review and discuss existing and future improvements within the Project corridor such as proposed or future roundabouts, roadway improvements and pavement schedules.

1.4 PROJECT SCHEDULE

1.4.1 The Design-Builder shall prepare project schedules in Primavera format that will be prepared and submitted to the Owner for review and comment. There will be two schedules developed, one for design one for construction. The design schedule will be duration based to show major mile stone dates for 10%, 30%, 60%, submittals. (It is anticipated that 90% and 100% design submittals will be provided in the Phase 2 design services.) The design schedule will also have dates for various reports and board meetings, and when material needs to be procured. A construction schedule will be developed that will generally coincide with the cost proposal. This construction schedule will be cost loaded to project construction cost to allow the Owner to plan cash flow requirements. The design schedule will be updated and submitted with each progress report. The construction schedule will be submitted with the GMP. Each schedule will contain the applicable overlap between design and construction to properly plot out the entire project. Each schedule will be subject to modifications as needed based upon input from any member of the project.

1.5 MONTHLY PROGRESS REPORTS

1.5.1 Design-Builder shall prepare and submit monthly progress reports that will document what work was completed, upcoming work, and issues / questions that need to be resolved. The decision log will be updated weekly and formally submitted with each monthly progress report.

1.6 DELIVERABLES – TASK 1

1.6.1 Project Kick-off Workshop Agenda and Summaries

1.6.2 Progress Meetings Agendas and notes including action items and safety issues.

1.6.3 City of North Port and Charlotte County Data Requests

1.6.4 Workshop Agenda and Meeting Summaries

1.6.5 Interim Project Design Meetings Agenda and Minutes (noted in individual project tasks)

TASK 2: FIELD SERVICES

2.1 SURVEY

2.1.1 The Design-Builder will contract with a Florida Certified Professional Surveyor to provide surveying services along the proposed water main route. These services will consist of the following tasks.

2.1.2 Topographic survey of up to approximately 13.1 miles along the identified water main route as located in Charlotte County, Florida. The survey limits extend from Right-of-Way to Right-of-Way and are generally described as starting near the intersection of South Raintree Boulevard and Veterans Boulevard (termination point of the Phase 2A Pipeline), follows west along Hillsborough Boulevard, then

west along Chancellor Boulevard, south along Campbell, crosses the Myakka River and terminates at an existing 2.0-million-gallon (mg) ground storage tank located at Charlotte County's Gulf Cove booster pumping and storage facility. The topographic survey will include data along Campbell Blvd. to the Charlotte County Gulf Cove Pumping and Storage Facility or the data will be collected within Sarasota County along Southwest Florida Water Management District as an alternate route, from Chancellor Blvd to the Charlotte County Gulf Cove Pumping and Storage Facility. Data will only be collected on (SWFWMD property if permission is obtained from all applicable parties. Data will be coordinated to coincide with Peace River GIS Standards.

2.1.3 The survey will locate and identify the following within the survey limits:

2.1.3.1 Driveways (size and type of material). Trees (by species, i.e.; Oak, etc.) with a diameter at breast height (D.B.H.) greater than 4-inches. Above ground features within the full width of the right-of-way including utility poles, above ground utilities, culverts, fence lines, wetland jurisdictional lines, soil borings and other visible features within the proposed pipeline corridor which are pertinent to design and construction activities. Invert elevations on culverts, storm drain structures and sanitary sewer structures. Locate swales and ditches including top of bank. Appurtenances, paint marks, flagging and other indicators of the presence of underground utilities including SUE locates.

2.1.4 Bathymetric surveys for water body crossings including across the Myakka River. The Survey will be conducted once a route has been determined.

2.1.5 All survey monumentation found or set shall be identified on the survey drawing(s). Where the proposed route follows an existing road right-of-way, apparent right-of-way lines will be determined in accordance with the existing monumentation and information.

2.1.6 Roadway Cross Sections – Route cross sections will be taken at 100-foot intervals and extend from right-of-way line to right-of-way line, or easement lines where present. Site elevations will be provided at grade breaks and at changes in direction on curbing/paving.

2.1.7 Benchmarks (Vertical Control) – All elevations established will be in feet, shall be referenced to existing published NGS/Sarasota County benchmarks and shall refer to North American Vertical Datum (N.A.V.D.) of 1988. A minimum of two permanent Benchmarks, establishing vertical control for the project, will be placed where appropriate. Provide temporary benchmarks placed at intervals not to exceed 1,000 feet along the project route and outside of anticipated construction limits. All monumentation found or set shall be identified on the survey drawing(s). The conversion between NAVD 88 and NAVD 29 will be denoted.

2.1.8 All data will be referenced to Florida State Plane Coordinates – North American Datum (NAD) 83/11 datum – Florida West Zone.

2.1.9 Surveyor will provide the survey drawing(s) in AutoCAD 2022 format.

2.1.10 This scope of services doesn't include title searches, but will include easement description based on the services of the property acquisition consultant (Task Group 9).

2.1.11 This scope of services assumes the preparation of up to twenty (20) legal descriptions or sketches for proposed easements and/or takings along the proposed route. These services will be provided on a unit cost basis for each easement and will not be provided without written authorization by the Owner.

2.1.12 Design-Builder shall have surveyor closely coordinate with SUE, ecological, and geotechnical engineering companies to gather all elements into a single base map survey.

2.2 SUBSURFACE UTILITY ENGINEERING (SUE)

2.2.1 The Design-Builder will contract with a subsurface utility exploration consultant to provide subsurface utility explorations along the proposed water main route. These services will consist of the following tasks.

2.2.2 Request permits as appropriate from the agency to allow work in existing public streets or rights-of-way for the purpose of marking, measuring, and recording the location of underground utilities.

2.2.3 Provide traffic control within the work areas while designating and locating the subsurface utilities. Traffic control is to be maintained in accordance with applicable published standards.

2.2.4 Utilizing conventional electronic designating equipment and including Ground Penetrating Radar (GPR), designate and mark the horizontal location of found utilities from apparent Right-of-Way (ROW) to ROW within the project limits, for approximately 13.1 miles.

2.2.5 Provide up to 350 single test holes (VVH – verified vertical and horizontal) on identified utility conflicts (perpendicular and parallel to) the running line of the proposed water main as identified in the selected route. Test holes will be placed in natural earth where practical. If additional test holes are required for the Charlotte County 12" watermain that do not overlap with the Project, this information will be incorporated into the Charlotte County 12" watermain design services.

2.2.6 For each test hole, neatly cut and remove existing pavement or other surface material (not to exceed 225 square inches per cut). Excavate the material through the cut, down to the utility in a way that avoids damage to wrappings, coatings, or other protective coverings of the utilities using vacuum/pressure excavations, or hand digging if necessary. Backfill and compact with select material around the utility. Provide a restoration of the surface pavement, within the limits of the cut, at the time of the backfill.

2.2.7 Mark information in the field and provide a copy of SUE field notes together with a Surveyor's Report containing VVH test hole information.

2.2.8 All work will be performed in accordance with the standards of practice outlined in Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

2.3 GEOTECHNICAL ENGINEERING

2.3.1 The Design-Builder will contract with a professional to provide geotechnical services along the proposed water main route. These services will consist of the following tasks:

2.3.2 Conduct a visual reconnaissance of the project site. Review the U.S. Department of Agriculture (USDA) Soil Survey for Charlotte County and the U.S. Geological Survey (USGS) topographic maps. Determine boring locations by survey quality georeferenced points

2.3.3 Locate existing utilities near the proposed boring and pavement core locations

2.3.4 Provide traffic control through signage and flag men as required for personnel and equipment safety

2.3.5 Perform geotechnical explorations at the proposed locations of pipeline as determined by the Design-Builder. A total of 30 Standard Penetration Tests (SPT) borings to depths of 25 feet each are requested to provide a reasonable understanding of subsurface conditions at the boring locations. In addition, 6 SPT borings to a depth of 75 feet for potential horizontal directional drill (HDD) locations have been budgeted. A 7th bore to 75' in depth will be conducted at the Gulf Cove pump station. Samples will be obtained continuously at 2-foot intervals throughout the depth of the borings. Soil sampling is typically performed using split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. Soils testing will include saturated resistivities, pH and concentrations of chlorides, sulfates, and bicarbonates, that will be used in the evaluation and design of the corrosion control system. Proctors will also be conducted on the sampled soils.

2.3.6 Observe and record groundwater levels during drilling and sampling and prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples.

2.3.7 For the crossing of the Myakka River the following will be prepared, all borings at least 25 ft off set form the proposed alignment:

2.3.7.1 Two borings on each shoreline (total 4), one as close to river shoreline as possible on each side, and the second on each side at the proposed trenchless entry and exist locations.

2.3.7.2 Two overwater borings in deepest part of channel, spaced at least 500 LF apart.

- 2.3.7.3 River borings and shoreline borings each to 75 ft below mudline/ground surface.
- 2.3.8 Upland borings each to 50 ft below ground surface.
- 2.3.9 SPT testing in granular soils and most cohesive soils at 5 ft intervals. At the entry/exit points, continuous sampling 0-16 ft using 2-ft SPT sampler.
- 2.3.10 Take one undisturbed Shelby tube samples in each cohesive layer of thickness at least 5 ft for advanced testing.
- 2.3.11 If rock encountered, switch to N-sized double or triple core barrel and continuously core to termination depth in 5-ft core run intervals.
- 2.3.12 Onshore boreholes should be left open for 24 hours for water depth measurement then sealed with lean bentonite-cement grout tremied from the bottom upwards.
- 2.3.13 Overwater borings sealed upon completion.
- 2.3.14 Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.
- 2.3.15 Prepare final geotechnical report. The report will include the following:
Boring logs with field and laboratory data.
- 2.3.16 Stratification based on visual soil classification.
- 2.3.17 Recommendations for corrosion control based on both steel and ductile iron pipe material
- 2.3.18 Proctors of existing soils along route.
- 2.3.19 Groundwater levels observed during drilling.
- 2.3.20 Site Location and Exploration Plans.
- 2.3.21 Subsurface exploration procedures.
- 2.3.22 Description of subsurface conditions.
- 2.3.23 Estimated Seasonal High Groundwater Level (SHGWL).
- 2.3.24 Earthwork recommendations for cut-and-cover installation including subgrade preparation for pipe support, suitability of on-site soils for use as backfill, and general recommendations for construction dewatering.
- 2.3.25 Soil parameters to support the HDD design including soil unit weight, friction angle, cohesion, lateral earth pressure coefficients, and shear modulus. If rock encountered provide 5-inch samples, unconfined compressive strength tests, and Chechar ablativity tests.
- 2.3.26 A Geotechnical Data Report (GDR) specifically addressing the anticipated large diameter subaqueous direction drill under the Myakka River.

2.4 ENVIRONMENTAL SERVICES

- 2.4.1 The Design-Builder will contract with an environmental consultant and provide support as necessary to provide environmental services that will collect and review readily available and pertinent data prior to conducting field reviews that consist of the following tasks;
- 2.4.2 Adjacent environmental permits. Current Florida Department of Environmental Protection (FDEP), U.S. Army Corps of Engineers (USACE), and Sarasota County environmental permitting regulations and permit thresholds.
- 2.4.3 USGS Quadrangle maps.
- 2.4.4 National Wetland Inventory mapping.
- 2.4.5 Natural Resources Conservation Service soil maps.
- 2.4.6 Florida Fish and Wildlife Conservation Commission (FWC) eagle nest locations.
- 2.4.7 FWC threatened and endangered species observation records.
- 2.4.8 Florida Natural Areas Inventory (FNAI) data records.
- 2.4.9 Florida Atlas of Breeding Sites for Herons and Their Allies.
- 2.4.10 United States Fish and Wildlife Service (USFWS) Geographic Information System (GIS) data.
- 2.4.11 2009 Southwest Florida Water Management District (SWFWMD) Florida Land Use, Cover and Forms Classification System (FLUCFCS) mapping and Color aerial photography.
- 2.4.12 Field Delineation of Wetland Lines/Wetland Characterization – Design-Builder will establish the approximate wetland jurisdictional boundaries in accordance with federal and state criteria (1987 Federal Manual for Identifying and Delineating Jurisdictional Wetlands, 2008 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region, and Chapter 62-340 of the Florida Administrative Code). Prior to commencement of the field work, the Design-Builder will gather the applicable existing data in GIS or AutoCAD compatible file of the proposed work limits or easement limits. In addition, Design-Builder will characterize wetland areas. The wetland lines will be extended at least 25 feet beyond the limits of the proposed work area to denote a buffer area that so that potential impact is clearly identified.
- 2.4.13 Threatened and Endangered Species Survey - Conduct a presence/absence survey for protected species that may occur within the project area. All observations of wildlife that inhabit, cross, or use habitats within and immediately adjacent to the site will be recorded. Recorded wildlife data will consist of both direct sightings and indirect observations (e.g., calls, scat, dens, tracks, burrows, feathers, scratchings, nests, or other evidence). Any observations of protected animals or plants will be recorded in a field data book, and the approximate location will be depicted on an aerial photograph. In addition, the potential for the site being part of, or within, an important wildlife corridor or USFWS-designated Critical Habitat will be assessed. If protected species beyond

gopher tortoises are identified within the project limits, formal surveys and additional permitting may be required, including bonneted bat surveys.

2.4.14 Gopher Tortoise Survey – Design-Builder will conduct a 100 percent gopher tortoise (*Gopherus polyphemus*) survey (consistent with the April 2008 Gopher Tortoise Permitting Guidelines and subsequent revisions as published by the FWC) of all appropriate habitat within the project limits. All identified gopher tortoise burrows within 25 feet of the surveyed area will be flagged, individually labeled, and classified by activity status according to FWC guidelines. Additionally, all burrow locations will be recorded using a hand-held GPS capable of sub-meter accuracy. Survey results are valid for 90 days; however, this information will prove useful in that it can assist in developing the Project to avoid any permitting complications/costs and assist with development of a silt fence exclusion design.

2.4.15 Design-Builder will prepare a brief memorandum describing the findings of the gopher tortoise burrow survey and outline the recommended future planning considerations. Furthermore, the memorandum will include an aerial map depicting the location of observed gopher tortoise burrows and any incidental observations of protected flora or fauna. The GIS shapefiles of the gopher tortoise burrows will be provided.

2.4.16 Bald Eagle Survey – Design-Builder will conduct a desktop analysis for review of potential bald eagle sites.

2.4.17 The Environmental Permitting Services will include the assembling of all readily available information for the project area and prepare the environmental support documents, including an Avoidance and Minimization Analysis associated with the Florida Department of Environmental Protection (FDEP) ERP and FDEP State 404 Program General Permit application.

2.5 DELIVERABLES – TASK 2

2.5.1 Survey – Signed and Sealed Topographic & Bathymetric surveys in PDF and Electronic version (AutoCAD format)

2.5.2 SUE Report –Electronic version (PDF format)

2.5.3 Geotechnical Report – Signed & Sealed Electronic version (PDF format)

2.5.4 Environmental Report – Electronic version (PDF format)

TASK 3: BASIS OF DESIGN REPORT

3.1 PRELIMINARY ENGINEERING AND TECHNICAL MEMORANDUM DEVELOPMENT

3.1.1 Data Collection and Review - The Design-Builder will collect and review available design information and record drawings for existing utilities within the proposed corridor from various agencies such as Charlotte County, City of North Port and Florida Department of Transportation (FDOT), as applicable to request

plans, right-of-way maps, location, and extent of utility easements, geotechnical information, and utility data along the proposed Project alignment.

3.1.2 The Owner will make available existing reports, studies, technical analyses, drawings, operational information, and other documents regarding the proposed corridors, such as existing property and topographic surveys, plats, zoning maps and the location and extent of utility easements along the proposed water main corridor.

3.1.3 Sunshine 811 Design Ticket - The Design-Builder will request a design ticket through Sunshine 811 to identify utility agencies/owners in the project area and contact each to request information available on their utilities located along the route.

3.1.4 Field Site Review - A field site visit will be performed to assist with the confirmation of the utility locations as well as identify other above ground obstacles along the proposed route. The route will be driven and walked numerous times to develop solutions and various means and methods to resolve conflicts and increase production and or reduce overall construction cost.

3.1.5 Determine Property Requirements – The Design-Builder will identify easements, if required, along the proposed corridor that may be necessary for the construction, operation, and maintenance of the water main. Easement type (permanent or temporary) and location (parcel number) will be determined by the design builder and coordinated with the Authority.

3.1.6 Prepare Material Cost Analysis - Prepare a preliminary material cost analysis for ductile iron and steel pipe alternatives. The cost analysis will incorporate items such as pipe material costs, installation costs, comparative operation and maintenance, comparative corrosion control requirements, gasket material for pipeline, and other non-direct cost criteria such as impacts to schedule and construction duration.

3.1.7 Hydraulic Capacity and Transient Pressure Analysis – The Design-Builder shall confirm the capacity and pipe size of Phase 2B Pipeline and perform limited hydraulic analysis utilizing the Owner’s existing regional hydraulic model. A pressure transient analysis will also be performed to determine locations for air-vacuum valves for protection against negative pressures. Allowable negative pressures will be evaluated for both Class 150 ductile iron and steel pipe having alternative wall thicknesses of 3/16-inch, 1/4-inch, and 3/8-inch. The results will be considered in the pipeline material alternatives cost analysis and to confirm the size and pressure class of the Phase 2B Pipeline. In comparing the alternative sizes for the pipeline and flow scenarios, an evaluation of water age will be performed as related to water quality.

3.1.8 The Design-Builder is entitled to rely on the accuracy of water systems network models provided by the Owner without independent verification or re-calibration. If during the design the Design Builder identifies any inconsistency in the model, the Design Builder shall notify the Owner so a resolution can be determined.

3.1.9 Design-Builder shall summarize the preliminary design tasks in a Basis of Design Report (BODR). The BODR shall include data collection, all proposed project improvements, alternate horizontal alignments, permitting requirements including Environmental Mitigation, if necessary, pipe material and sizing confirmation and the conceptual drawings. The Design-Builder shall submit the BODR for Owner's review.

3.1.10 Review of alternatives and recommendations for the crossing of the Myakka River.

3.1.11 Recommend details for the western terminus point at the Charlotte County Gulf Cove facility location. This will include recommendations for a meter station, connections to the existing 2.0-million-gallon storage tank, and by-pass options. The recommendations will address planning for the Owner's future pumping and storage facility that is anticipated to be included in the Phase 2C Pipeline.

3.1.12 Estimate of Design/Build Cost: The Design Builder will prepare an estimate of Design/Build Cost serving as the initial project cost model. The cost model shall be updated throughout the design process as the Project design advances.

3.2 BASIS OF DESIGN REPORT REVIEW WORKSHOP & DELIVERABLES

3.2.1 Design-Builder shall coordinate and schedule a review workshop with the Owner to review and discuss comments on the Basis of Design Report and Conceptual Design. Workshop results shall be recorded in meeting minutes shared with participants, including comments and documentation of decisions to be incorporated as the design advances.

3.2.2 Technical Memo in electronic format (PDF format)

3.2.3 Design Workshop Agenda and Minutes

TASK 4: 10% DESIGN

4.1 10% CONSTRUCTION DOCUMENTS

4.1.1 The Design-Builder will prepare 10% Design Drawings for the pipeline corridor. The 10% design submittal will consist of the following:

4.1.2 Cover Sheet, Index Map, Table of Contents and Legend.

4.1.3 Survey Base Map showing apparent rights-of-way, existing utilities, and existing easements, if applicable.

4.1.4 Horizontal alignment (plan view only) of the proposed Phase 2B Pipeline potable water transmission main.

4.1.5 Table of Content of Technical Specifications

4.2 Deliverables TASK 4

4.2.1 10% design drawings will include the items listed in 4.1.1 – 4.1.5 in

electronic format (PDF)

4.2.2 Rough order of magnitude pricing (ROM) in electronic format (PDF)

TASK 5: 30% DESIGN

5.1 30% CONSTRUCTION DOCUMENTS

5.1.1 The Design-Builder will prepare 30% Design Drawings for the selected alignment determined in the previous task. The 30% design submittal will consist of the following:

5.1.2 Cover Sheet, Index Map, Table of Contents and Legend.

5.1.3 Survey Base Map showing apparent rights-of-way, existing utilities, and existing easements, if applicable.

5.1.4 Subsurface Utility Engineering data and information.

5.1.5 Geotechnical Investigation data and information.

5.1.6 Horizontal alignment (Plan View) of the proposed water main.

5.1.7 Profile view of known utilities will be depicted.

5.1.8 Draft Technical Specifications. (Division 1 including pipe and valves)

5.1.9 The Design-Builder will contact each utility which may have facilities installed within the project corridor and request the utility to submit drawings of existing and proposed facilities and submit their comments relative to the proposed project. The Design-Builder will send 30% drawings to each utility for their review, requesting them to return drawings showing additions or corrections to existing facilities and their proposed relocation design(s) where adjustments are necessary. Utility adjustments provided by the utilities will be shown in the Design-Builder's detail plans at 60% submittal.

5.1.10 The Design-Builder will coordinate the terminus point at the Charlotte County Gulf Cove Pump Station storage tank. Final design will include the required project meter station and connection to the existing storage tank. A preliminary site plan will be developed and coordinated with Charlotte County and the Owner to ensure the proposed improvements at the Gulf Cove site are not detrimental to future development. Needed stub outs for future connections will be accounted for the work within this area.

5.1.11 A site plan will be developed to denote a configuration of future storage tanks and required pump station. Yard piping will also be designed and incorporated in the Project to properly account for future Charlotte County improvements and future Phase 2C facilities. The site plan will be reviewed by PCL at the 30% conceptual level that will include constructability review and recommendations for the planned tie-ins to the existing storage tank including a preliminary maintenance of plant operations plan (MOPO). Value Engineering assessment including recommendations and pricing for potential alternate designs, systems, materials and methods. Advise on potential long lead

equipment/materials in order to facilitate advanced progression of specific technical specifications & early works packages. If future work is required to advance the design, this will be conducted during the second phase of the project.

5.2 30% DESIGN WORKSHOP

5.2.1 Design-Builder shall coordinate and schedule a review workshop with the Owner to review and discuss comments on the 30% Design Drawings. Workshop results shall be recorded in meeting minutes shared with participants, and comments and decisions shall be incorporated in the 60% Design Submittal.

5.2.2 Any requests to adjust the horizontal alignment of the proposed water main shall be made during the review of the 60% Design Submittal. Any further changes to the horizontal alignment beyond the 60% submittal shall be additional services.

5.2.3 Third party review by SWFWMD. Design builder will review comments from the SWFWMD third party reviewer on the 30% Design Drawings. Pending review of the comments, a meeting will be conducted between the Design Builder, the Authority and SWFWMD to review, discuss and incorporate the applicable comments.

5.3 DELIVERABLES TASK 5

5.3.1 30% Design Drawings in one (1) full-size (22"x34") electronic version (PDF format)

5.3.2 30% Design Drawings - Three (3) 22"x 34" size drawing paper size layout (hardcopy)

5.3.3 30% Design Drawings - Three (3) 11"x 17" size drawing paper size (hardcopy)

5.3.4 Draft Technical Specifications

5.3.5 30% Design Workshop Agenda and Minutes

TASK 6: 60% DESIGN

6.1 60% CONSTRUCTION DOCUMENTS

6.1.1 The Design-Builder will prepare 60% Design Drawings design submittal for the design prepared in the previous task. The 60% design Drawing submittal will consist of the following;

6.1.2 Incorporation of the Owner's 30% review comments.

6.1.3 Horizontal and vertical alignment (Plan and Profile View) of the proposed water main, including utility conflicts resolutions.

6.1.4 Meter Station designs, including electric service and instrumentation. The instrument and control systems will monitor line pressure, flow rate and totalized flow. Pressure sustaining valves will be monitored for position and status and

controlled based on telemetry signals. In addition to monitoring, flow control will be provided if required. Standby power systems are not an anticipated requirement of the project. The electrical scope includes a separate electrical service design for each metering facility. Power Surge Suppression and grounding systems design will be provided to adequately protect the new equipment and control systems from induced power line transients.

6.1.5 As part of the meter station design perform a radio study (RF Consulting) in order to specify the proper antenna height for SCADA integration. Includes computer modeled RF path performance and infield path performance on the air with crane used to elevate antenna to design height to prove 20 dB RF fade margin performance. Includes RF spectrum measurements and analysis. The radio study shall be coordinated with the Owner's Operation staff.

6.1.6 Site plan considering future facilities with yard piping for Gulf Cove Meter Station and connections to the existing storage tanks and yard piping system.

6.1.7 Pipeline corrosion control system details, including evaluation of soil resistivity and AC interference.

6.1.8 Myakka River crossing design details and technical specifications. This will include the preparation of a Geotechnical Baseline Report (GBR) for use by the drilling contractor.

6.1.9 All proposed construction detail sheets.

6.1.10 Proposed Maintenance of Traffic (MOT) plan along the pipeline corridor.

6.1.11 Completed general notes for the plans.

6.1.12 Draft Technical Specifications

6.2 PERMITTING

6.2.1 The Design-Builder shall develop permit applications as required:

6.2.2 FDEP Environmental Resource Permit

6.2.3 SWFWMD Exemption Notification

6.2.4 Surface Water Pollution Prevention Plan (SWPPP), while not technically a permit it is required for the NPDES permit that is required for construction.

6.2.5 Notice of Intent (NOI)

6.2.6 Army Corps of Engineers (Nationwide 12)

6.2.7 Florida Department of Transportation (FDOT) Utilities Permit

6.2.8 Charlotte County Right of Way Permits as needed

6.2.9 North Port Right of Way Permits as needed.

6.2.10 The Owner shall pay all permit application fees and easement acquisitions costs directly to agencies or owners. Design-Builder shall respond to up to two (2) requests for additional information (RAIs) for each permit application. No federal, state, regional or local grant application preparation is included in this Scope of

Services.

6.3 60% DESIGN WORKSHOP

6.3.1 Design-Builder will schedule and conduct a review workshop with the Owner. Workshop results will be recorded in a meeting minute shared with participants, and comments and decisions shall be incorporated for the completion of the 100% Design Submittal.

6.3.2 All requests by the Owner to adjust the vertical alignment of the Project water main shall be made during the review of the 90% Design Submittal.

6.4 DELIVERABLES – TASK 6

6.4.1 60% Design Drawings in one (1) 22"X 34" full-size electronic version (PDF format); Three (3) 22"x 34" size drawing paper size (hardcopy) and Three (3) 11"x 17" size drawing paper size (hardcopy)

6.4.2 60% Technical Specifications each in an electronic version (MS Word format and PDF format).

6.4.3 60% Design Workshop Agenda and Minutes

TASK 7: PRE-CONSTRUCTION SERVICES AND GUARENTEED MAXIMUM PRICE (GMP) DEVELOPMENT

7.1 The Design-Builder shall perform a 30% & 60% constructability review and prepare alternatives to save on costs and schedule.

7.2 The Design-Builder shall prepare a rough order of magnitude of overall cost to be submitted with the 10% deliverable and updated with the 30% design submittal.

7.3 Design-Builder will provide a budgetary estimate for the potential pump station. This pricing is intended to comply with ACE Class IV estimate for feasibility study/budgeting purposes. This pricing will be completed after submission of the 30% conceptual site plan.

7.4 The Design-Builder will provide a separate GMP estimate at the 60% submittal phase for the project with listed unknowns, alternates, assumptions and projected vendors and subcontractors.

7.5 The Design-Builder shall prepare a draft Risk Management Plan and preliminary Risk Register for review by the Owner. The Risk Management Plan will be prepared and submitted in MS Word and the Risk Register in PDF format. The Risk Management Plan will include an explanation of project risks, who owns the risk (or whether it is shared in some cases), cost/time implications of owning, sharing, or passing on project risks, and introduction to the Risk Register. Design-Builder shall address the Owner's comments and submit a final Risk Management Plan and final Risk Register (in PDF format) as part of the TM. The Design-Builder shall prepare up to two updates as either new project risks and components are identified, or initial ones need to be further refined.

TASK 8: TECHNICAL SUPPORT FOR PUBLIC COMMUNICATION

8.1 The Design-Builder will work with the Authority's public relations consultant to provide technical material already produced as requested by the Owner and digital graphics as need to be incorporated by the public relations consultant for public distribution. The Design-Builder will attend up to three (3) two-hour public workshops if needed. The Design-Builder will coordinate and provide Project up-dates to the Owner's public relations consultant at monthly Teams® meetings.

TASK 9: PROPERTY ACQUISITION ASSISTANCE

Rights of Way Acquisition Pre-construction Support Services

- 9.1** Project alignment permanent and temporary construction easement acquisition:
- 9.2** Research additional owner, property information in public records, including possible site review of area of proposed pipeline, easement areas;
- 9.3** Contact owners for preliminary discussion regarding permanent and temporary easement acquisition, schedule meetings as applicable and generate exhibits and graphics as needed.
- 9.4** Secure preliminary title commitment or Property Information Report (preliminary title search), 30 years, from American Government Services Corporation (AGS);
- 9.5** Obtain appraisals from Valuation Advisory Services for willing Sellers unless property owner agrees to donate Easements;
- 9.6** Coordinate Owner's approval to make offer(s) to acquire easement(s);
- 9.7** Negotiations as required with coordination, approval from Owner;
- 9.8** Status updates by E-mail and meetings;
- 9.9** Coordinate Purchase and Sale Agreement and Easement document preparation;
- 9.10** Review and recommend Option Agreement(s) for willing Seller(s);
- 9.11** Assist in research and review of preliminary acquisition costs to justify appraised value negotiations;
- 9.12** Assist in preparation for closings conducted by Owner's attorneys;
- 9.12.1** Phase 2B Pipeline alignment on Southwest Florida Water Management District Property, for permanent and temporary construction easements required from Southwest Florida Water Management District:
- 9.12.2** Participate in negotiations with the Owner for approval to cross public property with the Phase 2C project between the Gulf Cove pumping and storage facility in Charlotte County and the continuation in public ROW at South River Road in Sarasota County. This is to determine the location of the terminus of the Phase 2B Pipeline, and plan for the future Phase 2C Pipeline.

TASK 10: ADDITIONAL SERVICES

- 10.1** If authorized by the Owner through an amendment to this Agreement, the Design-Builder shall furnish, or obtain from others, additional services as requested by the Owner which are not specifically identified in the Tasks above. The stipulated Project contingency will be utilized to cover the cost of the agreed upon additional services.
- 10.2** The Owner's Project Manager shall authorize Design-Builder to perform specific tasks by mutual written agreement describing the scope, fee, and the method of compensation of the additional work authorized by Owner.
- 10.3** Additional submittals, negotiations, reviews, and approvals not anticipated in Task 6 & 9 such as permits, negotiation, review, and approval by planning agencies, and Sarasota County Development Committee.

**EXHIBIT 3.2
 PHASE 1 SERVICES MILESTONES
 REGIONAL INTEGRATED LOOP
 PHASE 2B PIPELINE PROGRESSIVE DESIGN-BUILD**

| | Milestone | Date |
|-----|---|--------------------|
| 1. | Authority Governing Board | October 5, 2022 |
| 2. | Effective Date of Agreement | October 5, 2022 |
| 3. | Notice to Proceed | October , 2022 |
| 4. | Basis of Design Report (BODR) | November 8, 2022 |
| 5. | Property Acquisition | March 2, 2022 |
| 6. | 10% Submittal | November 8, 2022 |
| 7. | Rough Order of Magnitude Pricing (ROM) | November 8, 2022 |
| 8. | Authority Review Period 10% Submittal and (ROM) | November 22, 2022 |
| 9. | Geotechnical Report | January 19, 2023 |
| 10. | Survey Field Work | January 26, 2023 |
| 11. | Subsurface Exploration (Base Map File Only) | January 26, 2023 |
| 12. | 30% Submittal | February 16, 2023 |
| 13. | 30% Pricing & Pipe Material Selection | February 16, 2023 |
| 14. | Authority Review Period 30% Submittal & Pricing | March 02, 2023 |
| 15. | 60% Submittal | September 01, 2023 |
| 16. | 60% GMP Development & Risk Register | September 01, 2023 |
| 17. | Authority Review Period 60% Submittal & GMP | September 18, 2023 |

- Milestone dates include agreed upon review time for the Authority



Exhibit 4.1
Compensation for Phase 1 Services
Regional Integrated Loop
Phase 2B Pipeline Progressive Design Build



| Task | Description | Woodruff | Kimley Horn | Total (NTE) |
|-------------|---|------------------------|------------------------|------------------------|
| 1 | Project Coordination | \$ 187,905.00 | \$ 647,755.00 | \$ 835,660.00 |
| 2 | Field Services | \$ 1,383,875.00 | \$ 363,719.00 | \$ 1,747,594.00 |
| 3 | Basis of Design Report | \$ 51,535.00 | \$ 287,170.00 | \$ 338,705.00 |
| 4 | 10% Design | \$ 12,235.00 | \$ 301,260.00 | \$ 313,495.00 |
| 5 | 30% Design | \$ 26,285.00 | \$ 226,480.00 | \$ 252,765.00 |
| 6 | 60% Design | \$ 33,670.00 | \$ 380,940.00 | \$ 414,610.00 |
| 7 | Pre-Construction Services and GMP Development | \$ 131,590.00 | \$ 86,600.00 | \$ 218,190.00 |
| 8 | Technical Support for Public Relations | \$ 14,610.00 | \$ 29,080.00 | \$ 43,690.00 |
| 9 | Property Acquisition Assistance | \$ 4,000.00 | \$ 186,805.35 | \$ 190,805.35 |
| | <i>10% Markup on Kimley Horn</i> | \$ 250,980.94 | | \$ 250,980.94 |
| | Subtotal | \$ 2,096,685.94 | \$ 2,509,809.35 | \$ 4,606,495.29 |
| 10 | <i>10% Project Contingency</i> | \$ 209,668.59 | \$ 250,980.94 | \$ 460,649.53 |
| | Total Price for Preconstruction Services | \$ 2,306,354.53 | \$ 2,760,790.29 | \$ 5,067,144.81 |

Notes:
 Design Builder Woodruff & Sons, Inc.
 Design Consultant Kimley Horn
 Not to Exceed Amount (NTE)

**EXHIBIT 6.1.2
OWNER FURNISHED DOCUMENTS TO DESIGN-BUILDER
REGIONAL INTEGRATED LOOP
PHASE 2B PIPELINE PROGRESSIVE DESIGN-BUILD**

| Document | File Name | Brief Description | Description | Estimated Submittal Date to Contractor |
|----------|---------------------------------------|--|--|--|
| 1 | 215618061v-surw01.dwg | Lidar Survey - of the Phase 2B preferred route from the April 2022 Feasibility and Routing Study | Refer to Work Order/PO 26442 - for description of deliverable. | November 11, 2022 |

The Lidar Survey deliverables will be forwarded to the Design-Builder upon receipt.

Work Order with full description of deliverables to be provided previously forwarded to Design-Builder and available upon request.

EXHIBIT 7.1
PROJECT DESIGN CRITERIA
REGIONAL INTEGRATED LOOP
PHASE 2B PIPELINE PROGRESSIVE DESIGN-BUILD

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 or expansion of the regional system as shown in the Authority's CIP.

The first phase pre-construction services and a basis of design sufficient to prepare a scope of work and an acceptable Guaranteed Maximum Price (GMP) that includes completing 60% design and permitting, must be completed, with a negotiated, and mutually approved GMP for completing the project by September 1, 2023. Pending approval of the 60% design and GMP, the project will transition into the second phase which will include advancing the design to the 100% level along with construction and commissioning of the pipeline which is to be completed by March 1, 2026.

EXHIBIT 9.1
REQUIREMENTS FOR PROJECTS USING FEDERAL FUNDS
REGIONAL INTEGRATED LOOP
PHASE 2B PIPELINE PROGRESSIVE DESIGN-BUILD

- A. Requirements provided in 2 CFR Part 200 Appendix II.** Design-Builder shall comply with and shall ensure that all DB-Related Entities comply with the following requirements as provided in 2 CFR Part 200 Appendix II.
- 1. Compliance with Air and Water Pollution laws.** Design-Builder shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7571q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Design-Builder shall notify the Authority of any violations under these laws that occur.
 - 2. Debarment and Suspension under System for Award Management (SAM).** Design-Builder represents and affirms that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded from receiving money from federal contracts, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. For more information see <https://sam.gov/content/exclusions>.
 - 3. No Lobbying.** Design-Builder shall comply with 31 U.S.C. 1352, as amended from time to time, which provides in part, “None of the funds appropriated by any Act may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action. . .”
 - 4. Products Containing Recovered Materials.** Design-Builder shall comply with 2 CFR 300.323 which requires compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery;

and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

5. **Prohibited telecommunications and video surveillance services or equipment.** Design-Builder shall comply with 2 CFR 200.216 entitled, Prohibition on procurement of certain telecommunications and video surveillance services or equipment.
6. **Purchase of materials produced in the United States.** Design-Builder shall comply and shall require its subcontractors to comply with 2 CFR 200.322 concerning purchase of materials produced in the United States. Materials include but are not limited to iron, aluminum, steel, cement, and other manufactured products and are further defined in 2 CFR 200.322.
7. **Equal Employment Opportunity.** Design-Builder shall comply with 41 CFR 60-1.4(b) which is incorporated by reference in this contract. This federal regulation contains a number of requirements and prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
8. **Compliance with Davis-Bacon Act.** Design-Builder shall comply with the following provisions of the Davis-Bacon Act contained in 29 CFR § 5.5 (a)(1) – (10) and shall include the full text provided below in any subcontracts.

(1) ***Minimum wages.***

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Design-Builder and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of [paragraph \(a\)\(1\)\(iv\)](#) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers

and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in [§ 5.5\(a\)\(4\)](#). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under [paragraph \(a\)\(1\)\(ii\)](#) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Design-Builder and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Design-Builder and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Design-Builder, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to [paragraphs \(a\)\(1\)\(ii\) \(B\)](#) or [\(C\)](#) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Design-Builder shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Design-Builder does not make payments to a trustee or other third person, the Design-Builder may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the Design-Builder, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Design-Builder to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (2) ***Withholding.*** The Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Design-Builder under this contract or any other Federal contract with the same prime Design-Builder, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Design-Builder, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Design-Builder or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949

in the construction or development of the project), all or part of the wages required by the contract, the Authority may, after written notice to the Design-Builder, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) ***Payrolls and basic records.***

(i) Payrolls and basic records relating thereto shall be maintained by the Design-Builder during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under [29 CFR 5.5\(a\)\(1\)\(iv\)](#) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Design-Builder shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Design-Builders employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The Design-Builder shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Authority for transmission to the United States Environmental Protection Agency (EPA). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under [29 CFR 5.5\(a\)\(3\)\(i\)](#), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired.

Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Design-Builder is responsible for the submission of copies of payrolls by all subcontractors. Design-Builders and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Design-Builder will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the Design-Builder, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Design-Builder to require a subcontractor to provide addresses and social security numbers to the prime Design-Builder for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the Design-Builder or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, [29 CFR part 5](#), the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, [29 CFR part 5](#), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, [29 CFR part 3](#);

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by [paragraph \(a\)\(3\)\(ii\)\(B\)](#) of this section.

(D) The falsification of any of the above certifications may subject the Design-Builder or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Design-Builder or subcontractor shall make the records required under [paragraph \(a\)\(3\)\(i\)](#) of this section available for inspection, copying, or transcription by authorized representatives of the EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Design-Builder or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Design-Builder, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to [29 CFR 5.12](#).

(4) *Apprentices and trainees* -

(i) ***Apprentices.*** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Design-Builder as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Design-Builder is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Design-Builder's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than

the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Design-Builder will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) ***Trainees.*** Except as provided in [29 CFR 5.16](#), trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Design-Builder will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) ***Equal employment opportunity.*** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

(5) ***Compliance with Copeland Act requirements.*** The Design-Builder shall comply with the requirements of [29 CFR part 3](#), which are incorporated by reference in this contract.

(6) ***Subcontracts.*** The Design-Builder or subcontractor shall insert in any subcontracts the clauses contained in [29 CFR 5.5\(a\)\(1\)](#) through [\(10\)](#) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Design-Builder shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in [29 CFR 5.5](#).

(7) ***Contract termination: debarment.*** A breach of the contract clauses in [29 CFR 5.5](#) may be grounds for termination of the contract, and for debarment as a Design-Builder and a subcontractor as provided in [29 CFR 5.12](#).

(8) ***Compliance with Davis-Bacon and Related Act requirements.*** All rulings and interpretations of the Davis-Bacon and Related Acts contained in [29 CFR parts 1, 3, and 5](#) are herein incorporated by reference in this contract.

(9) ***Disputes concerning labor standards.*** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in [29 CFR parts 5, 6, and 7](#). Disputes within the meaning of this clause include disputes between the Design-Builder (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) ***Certification of eligibility.***

(i) By entering into this contract, the Design-Builder certifies that neither it (nor he or she) nor any person or firm who has an interest in the Design-Builder's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or [29 CFR 5.12\(a\)\(1\)](#).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or [29 CFR 5.12\(a\)\(1\)](#).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, [18 U.S.C. 1001](#).

10. Compliance with Contract Work Hours and Safety Standards Act. *Design-Builder* shall comply and shall ensure that its subcontractors comply with 40 U.S.C. 3702 and 3704, and the following provisions as set forth in Department of Labor regulations 29 CFR 5.5(b) (1)-(4). As used in this paragraph the terms *laborers* and *mechanics* include watchmen and guards.

- (1) ***Overtime requirements.*** No Design-Builder or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) ***Violation; liability for unpaid wages; liquidated damages.*** In the event of any violation of the clause set forth above in subparagraph (1) of this section the Design-Builder and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Design-Builder and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth above in subparagraph (1) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth above in subparagraph (1) of this section.
- (3) ***Withholding for unpaid wages and liquidated damages.*** The Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Design-Builder or subcontractor under any such contract or any other Federal contract with the same prime Design-Builder, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Design-Builder, such sums as may be determined to be necessary to satisfy any liabilities of such Design-Builder or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth above in subparagraph (2) of this section.
- (4) ***Subcontracts.*** The Design-Builder or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Design-Builder shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in

subparagraphs (1) through (4) of this section.

B. Build America, Buy America Act requirements. Design Builder shall comply with and shall ensure that all DB-Related Entities comply with the requirements contained in the Build America, Buy America Act (“BABA”), Pub. L. No. 117-58, §§ 70901-70952 concerning iron, steel, manufactured products, and construction materials and shall ensure compliance with any applicable regulations adopted pursuant to BABA.

**General Conditions of the
Agreement between Owner and Design-Builder**

Table of Contents

- Article 1 – Definitions And Terminology
- Article 2 – Preliminary Matters
- Article 3 – Contract Documents: Intent, Amending, Reuse
- Article 4 – Availability of Lands; Differing Site Conditions; Reference Points; Hazardous Environmental Conditions
- Article 5 – Bonds and Insurance
- Article 6 – Design/Builder's Responsibilities
- Article 7 – Other Construction
- Article 8 – Owner's Responsibilities
- Article 9 – Changes in the Work; Claims
- Article 10 – Cost of The Work; Cash Allowances; Unit Price Work
- Article 11 – Change of Contract Price; Change of Contract Time(s)
- Article 12 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work
- Article 13 – Payments to Design/Builder and Completion
- Article 14 – Suspension of Work and Termination
- Article 15 – Claims and Dispute Resolution

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Contract Documents and printed with initial capital letters, the following terms have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Acceptance Testing and Commissioning*: The tests and commissioning process set forth in the technical specifications provided by the Design-Builder and approved by the Authority..
 2. *Addenda*: Written or graphic instruments issued prior to the opening of Proposals which clarify, correct, or change the Request for Statement of Qualifications or the Contract Documents.
 3. *Agreement*: The written instrument which is evidence of the agreement between Owner and Design-Builder covering the Work.
 4. *Application for Payment*: The form which is to be used by Design-Builder in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 5. *Asbestos*: Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 6. *Bonds*: Performance and payment bonds.
 7. *Change Order*: A written order which, when signed by Design-Builder and Owner, authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time(s), issued on or after the Effective Date of the Contract.
 8. *Construction*: The part of the Work that is the result of performing or furnishing of labor, the furnishing and incorporating of materials and equipment into the Work and the furnishing of services (other than Design Professional Services) and documents, all as required by the Contract Documents.
 9. *Construction Manager*: An individual or entity with whom Owner may contract to furnish services to Owner with respect to the Project.
 10. *Construction Subagreement*: A written agreement between Design-Builder and a construction Subcontractor for provision of Construction.
 11. *Contract*: The entire and integrated written agreement between Owner and Design-

Builder concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*: Those items so designated in the Agreement.
13. *Contract Price*: The moneys payable by Owner to Design-Builder for completion of the Work in accordance with Article 4 of the Agreement.
14. *Contract Time(s)*: The Scheduled Substantial Completion Date and Scheduled Final Acceptance Date.
15. *DB-Related Entity*: Design-Builder, Design Subconsultants, Subcontractors, Suppliers, and anyone for whose acts any of them may be legally or contractually responsible.
16. *Delay Liquidated Damages*: Those liquidated damages set forth in Section 3.5 of the Agreement.
17. *Design-Builder*: The entity with whom Owner has entered into the Agreement.
18. *Design Professional Services*: That part of the Work comprised of services relating to the preparation of Drawings, Specifications, and other design submittals specified by the Contract Documents and required to be performed by licensed design professionals, as well as other services provided by or for licensed design professionals as part of the Work.
19. *Design Subagreement*: A written agreement between Design-Builder and a Design Subconsultant for provision of Design Professional Services.
20. *Design Subconsultant*: A qualified, licensed design professional, eligible to provide professional engineering, architectural and/or land surveying services in Florida, who is not an employee of Design-Builder, but is retained by Design-Builder to furnish design services on the Project through a Design Subagreement.
21. *Drawings*: Those Submittals prepared by or for Design-Builder and approved by Owner consisting of drawings, diagrams, illustrations, schedules, and other data which show the scope, extent, and character of the Work.
22. *Effective Date of the Agreement*: The date that the Contract is executed by both Owner and Design-Builder.
23. *Effective Date of the Guaranteed Maximum Price Amendment*: The date that the Guaranteed Maximum Price Amendment is executed by both Owner and Design-Builder.
24. *Field Order*: A written order issued by Owner which orders minor changes in the Work, but which does not involve a change in the Contract Price or the Contract Time(s).
25. *Final Acceptance*: The written notice from Owner to Design-Builder pursuant to

Paragraph 13.08 that Owner is satisfied that the Work has been completed and Design-Builder's other obligations under the Contract Documents have been fulfilled.

26. *Final Drawings and Specifications*: Those Drawings and Specifications that will be approved by Owner and will become Contract Documents.
27. *General Conditions*: These General Conditions of the Contract between Owner and Design-Builder.
28. *Guaranteed Maximum Price Amendment*: The Amendment referred to in Section 8.4 of the Agreement.
29. *Guaranteed Maximum Price Proposal*: The documents submitted by Design-Builder under Section 8.2 of the Agreement setting forth, among other things, the design concepts, proposed prices, and other conditions for the Work to be performed thereunder.
30. *Guaranteed Maximum Price Proposal Documents*: Those Drawings and Specifications generated and/or developed by Design-Builder during the Phase 1 Services phase of this Agreement and referenced as Guaranteed Maximum Price Proposal Documents in the Guaranteed Maximum Price Amendment, which documents are intended to be the baseline for the design to be performed as part of the Final Design and Construction (Phase 2) Services Phase.
31. *Hazardous Environmental Condition*: The presence at the Site of Hazardous Materials in such quantities or circumstances that may present an imminent or substantial danger to persons or property exposed thereto on connection with the Work.
32. *Hazardous Materials*: Collectively, Asbestos, Hazardous Waste, PCB's, Petroleum Products, Radioactive Materials and other materials, waste, substances and chemicals deemed to be hazardous under applicable Laws and Regulations.
33. *Hazardous Waste*: The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
34. *Laws and/or Regulations*: Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
35. *Liens*: Charges, security interests or encumbrances upon real property or personal property.
36. *Milestone*: Completion date(s), if any, specified as "Milestones" in Article 3 of the Agreement and relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
37. *Notice to Proceed ("NTP")*: A written notice given by Owner to Design-Builder, which notice is the date on which the Contract Time(s) will commence to run and is

the date on which Design-Builder shall start to perform the Work.

38. *Owner*: Peace River Manasota Regional Water Supply Authority.
39. *Owner's Advisor*: Brown and Caldwell.
40. *Owner Indemnitee(s)*: Owner and all of its representatives, appointed and elected officials, officers, employees, authorized agents, consultants (including Owner's Advisor and Construction Manager), and other duly authorized representatives.
41. *Partial Utilization*: Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.
42. *PCBs*: Polychlorinated biphenyls.
43. *Petroleum*: Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.
44. *Project*: The Regional Integrated Loop Phase 2B pipeline project.
45. *Radioactive Material*: Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
46. *Record Documents*: Those documents described in paragraph 6.12.
47. *Schedule of Values*: A schedule contained in the Guaranteed Maximum Price Amendment prepared by Design-Builder and acceptable to Owner indicating that portion of the Contract Price to be paid for each major component of the Work.
48. *Scheduled Final Acceptance Date*: The date set forth in Article 3 of the Agreement by which Final Acceptance shall be achieved.
49. *Scheduled Substantial Completion Date*: The date set forth in the Guaranteed Maximum Price Amendment by which the Work shall be substantially complete.
50. *Site*: Lands or other areas designated in the Contract Documents as being furnished by Owner upon which Construction is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for use of Design-Builder.
51. *Specifications*: Those Submittals prepared by or for Design-Builder and approved by Owner consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

52. *Subcontractor*: An individual or entity other than a Design Subconsultant or Supplier having a direct contract with Design-Builder or with any other Subcontractor for the performance of a part of the Work.
53. *Submittal*: A written or graphic document prepared by or for Design-Builder which is required by the Contract Documents to be submitted to Owner by Design-Builder. Submittals may include Drawings, Specifications, progress schedules, shop drawings, samples, cash flow projections, and Schedules of Values. Except for the Guaranteed Maximum Price Proposal Documents and the Final Drawings and Specifications, Submittals are not Contract Documents.
54. *Substantial Completion*: The time at which the Work (or a specified part) has progressed to the point where it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part) can be utilized for the purposes for which it is intended and is ready for Acceptance Testing and Commissioning. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
55. *Supplementary Conditions*: The part of the Contract Documents which amends or supplements these General Conditions.
56. *Supplier*: A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Design-Builder or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Design-Builder or any Subcontractor.
57. *Unit Price Work*: Work to be paid for on the basis of unit prices.
58. *Work*: All Design Professional Services, Construction, and other obligations to be performed by Design-Builder under the Contract Documents, including without limitation project management, supervision, training, testing, commissioning, and all other services and deliverables required by Design-Builder to achieve Final Acceptance of the Project in accordance with the Contract Documents.
59. *Work Change Directive*: A written directive to Design-Builder, issued on or after the Effective Date of the Agreement and signed by Owner ordering an addition, deletion, or revision in the Work, or responding to differing site conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Time(s), but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time(s).
60. *Work Product*: All Drawings, Specifications, Submittals, and other documents and data identified in the Contract Documents as being prepared or furnished by Design-Builder and submitted to Owner.

1.02 Terminology

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

B. *Intent of Certain Terms or Adjectives:*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.
2. The word "defective," when modifying the word "Construction" refers to Construction that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Final Acceptance (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion) provided that the defect was not caused by Owner.
3. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
4. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials or equipment or equipment complete and ready for intended use.
5. The words "perform" or "provide" when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
6. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Design-Builder, "provide" is implied.
7. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with that meaning.

ARTICLE 2 – PRELIMINARY MATTERS

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

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

2.02 *Commencement of Work; Notice to Proceed*

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

2.03 Contract Documents

- A. All Work that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as necessary to properly execute and complete the Work to conform to the requirements of the Contract Documents shall be provided by Design-Builder with no change in the Contract Price or Contract Time. Additionally:
 - 1. Arrangement and titles of drawings and organization of the specifications into divisions, sections and articles in the Contract Documents shall not be construed as segregating the various units of material and labor, dividing the Work among Subcontractors, or establishing the extent of Work to be performed by any trade. Design-Builder may arrange and delegate the Work in conformance with trade practices, but Design-Builder shall be responsible for completion of all Work in accordance with the Contract Documents.
 - 2. Before undertaking the Work, Design-Builder shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Design-Builder shall promptly report in writing to Owner any conflict, error, ambiguity, or discrepancy which Design-Builder may discover and shall obtain a written interpretation or clarification from Owner before proceeding with any Work affected thereby.

2.04 Submission of Schedules

- A. The schedules set forth below shall be included in the Guaranteed Maximum Price Amendment:
 - 1. A progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including the Scheduled Substantial Completion Date upon which the proposal and progress schedule is based;
 - 2. A schedule of Submittals which will list each required Submittal and the times for submitting, reviewing, and processing each Submittal;
 - 3. A Schedule of Values for all of the Work which will include quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work; and
 - 4. A cash flow projection estimating that portion of the Contract Price to be due during each month of performance.

2.05 Kick-Off Meeting and Initial Conference

- A. The parties will have a Project kick-off meeting within seven (7) days of the NTP with Phase

1 Services to discuss issues affecting the administration of the Work and ability of the parties to perform their obligations under the Contract Documents. Design-Builder will be expected to provide a general overview of its Project management plan and discuss significant issues that might impact scheduling and planning. At the kick-off meeting, Owner and Design-Builder shall designate, if they have not done so previously, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.06 *Applicable Owner Policies*

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

Article 3 – Contract Documents: Intent, Amending, Reuse

3.01 *Intent of the Contract Documents*

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

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

3.02 *Reference Standards*

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

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

3.03 Resolving Discrepancies

A. Except as otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

1. The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
2. The provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

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

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

3.04 Amending and Supplementing Contract Documents

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

1. A Work Change Directive;
2. A Change Order;
3. A Field Order.
4. A written amendment executed by the Parties.
5. Owner's acceptance of required Submittals pursuant to paragraph 6.17.B.

3.05 Ownership and Use of Work Product

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

B. The Work Product is not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse (or modifications to Work Product by Owner on this Project in the event of termination of Design-Builder) without written approval by Design-Builder or Design-Subconsultant for the specific

purpose intended will be at Owner's sole risk and without liability or legal exposure to Design-Builder or Design Subconsultant. Design-Builder will be entitled to further compensation at rates to be agreed upon by Owner and Design-Builder if Owner asks Design-Builder to verify or adapt the Work Product for extensions of the Project or any other project.

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

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

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

3.06 *Electronic Data*

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

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

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

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

Hazardous Environmental Conditions

4.01 Availability of Lands

A. Owner will obtain utility easements for placement of the pipeline and temporary construction easements identified in the design provided by Design-Builder. Design Builder agrees that the Site as identified in Exhibit 6.1.2 of the Agreement will be sufficient for the Project. The parties will develop a schedule that provides milestones for Project design, acquisition of easements, and construction. If Design-Builder and Owner are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Time(s) as a result of any delay in Owner's furnishing the Site, Design-Builder may make a claim therefor as provided in Article 9.

B. Owner is a government entity. Accordingly, the provisions of Chapter 713, Florida Statutes concerning construction liens, do not apply to lands owned by Owner.

4.02 Differing Site Conditions

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

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

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

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

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

4.03 Reference Points

Design-Builder is responsible for laying out the Work and shall protect and preserve the reference points and property monuments established by Owner and shall make no changes or relocations without the prior written approval of Owner. Design-Builder shall

report to Owner whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Hazardous Environmental Conditions at Site*

A. If Design-Builder encounters any unknown Hazardous Environmental Conditions at the Site, it shall stop Work immediately in the affected part of the Work to the extent required to avoid any such safety or health hazard until it has taken such action as is necessary, in accordance with applicable Laws and Regulations, to protect the interests of any affected party. Design-Builder shall, immediately upon encountering any Hazardous Environmental Conditions at the Site, notify Owner and, if required by Laws and Regulations, assist Owner in providing notifications to all governmental authorities having jurisdiction over the Project or Site.

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

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

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

E. Nothing contained in this paragraph 4.04 is intended to identify Design-Builder as

the generator of any pre-existing Hazardous Materials, except as set forth in applicable Legal Requirements.

Article 5 – Bonds And Insurance

5.01 *Performance, Payment, and Other Bonds*

- A. On or before the Effective Date of the Guaranteed Maximum Price Amendment, Design-Builder shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all Design-Builder's obligations to furnish, provide and pay for the Work, including but not limited to all Design Professional and Construction Services. The Performance Bond shall remain in effect at least until two (2) year after Final Acceptance except as provided otherwise by Laws or Regulations.
- B. All Bonds must be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Bureau of the Fiscal Service, Surety Bond Branch, U.S. Department of the Treasury. Additionally, the surety shall:
 - 1. hold a certificate of authority authorizing it to write surety bonds in Florida;
 - 2. have twice the minimum surplus and capital required by the Florida insurance code at the time of the Effective Date of the Guaranteed Maximum Price Amendment;
 - 3. be in compliance with the provisions of the Florida insurance code;
 - 4. hold a currently valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. Sections 9304 to 9308; and
 - 5. provide an affidavit executed by an officer of the surety bond insurer as evidence that the surety company is in compliance with the foregoing requirements.
- C. All Bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- D. If the surety on any Bond furnished by Design-Builder is declared a bankrupt or becomes insolvent or its right to do business is terminated in Florida or it ceases to meet the requirements of paragraphs 5.01.B and 5.02, Design-Builder shall within twenty (20) days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by Design-Builder must be obtained from surety or insurance companies that are duly licensed or authorized to conduct business in the state of Florida. In addition, such sureties and insurance companies shall have an A.M. Best company rating of "A -" or better.

5.03 *Certificates of Insurance*

- A. Design-Builder shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured or loss payee) which Design-Builder is required to purchase and maintain.
- B. Failure of Owner to demand such certificates or other evidence of Design-Builder's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Design-Builder's obligation to maintain such insurance.
- C. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Design-Builder.
- D. The insurance and insurance limits required herein shall not be deemed as a limitation on Design-Builder's liability under the indemnities granted to Owner and others in the Contract Documents.

5.04 *Design-Builder's Insurance*

- A. Design-Builder shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Design-Builder's performance of the Work and Design-Builder's other obligations under the Contract Documents, whether it is to be performed by Design-Builder or any other DB-Related Entity:
 - 1. Claims under workers' compensation, disability benefits and other similar employee benefit acts;
 - 2. Claims based on the provision of professional services, including but not limited to the Design Professional Services to be performed by Design-Builder, to be insured under a professional liability insurance policy or endorsement;
 - 3. Claims for damages because of bodily injury, occupational sickness or disease, or death of Design-Builder's employees;
 - 4. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Design-Builder's employees;
 - 5. Claims for damages insured by reasonably available personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Design-Builder, or (ii) by any other person for any other reason;
 - 6. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 - 7. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

- B. The policies of insurance required by paragraph 5.04.A shall:
1. With respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis and include as additional insureds, on a primary and non-contributory basis, Owner and Owner Indemnitees (subject to any customary exclusion in respect of professional liability), all of whom must be listed as additional insureds (through a blanket endorsement or otherwise) and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby. The endorsement for such additional insured status shall specifically include completed operations coverage for Owner and Owner Indemnitees;
 2. Include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. Include contractual liability insurance covering Design-Builder's obligations under paragraphs 6.11 and 6.20;
 4. Contain a provision or endorsement that the coverage afforded will not be canceled, renewal refused, or reduced in coverage or limits, until at least thirty days' prior written notice has been given to Owner and each other additional insured indicated in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by Design-Builder pursuant to paragraph 5.03 will so provide);
 5. Remain in effect at least until Final Acceptance and at all times thereafter when Design-Builder may be correcting, removing, or replacing defective Construction in accordance with paragraphs 12.06 and 12.07; and
 6. Include completed operations coverage:
 - a. Such insurance shall remain in effect for five (5) years after Final Acceptance.
 - b. Design-Builder shall furnish Owner and each other additional insured to whom a certificate of insurance has been issued evidence satisfactory to Owner and any such additional insured of continuation of such insurance at Final Acceptance and five (5) years thereafter.
- C. Each Subcontractor performing any Work on the Project Site shall provide insurance that complies with the insurance requirements set forth in paragraphs 5.04.A, 5.04.B.1 and 5.04.B.2.
- D. Within 14 days after the Effective Date of the Agreement Design-Builder shall provide to Owner the required Insurance Declaration Page of Policy for the insurance requirements of this Article 5.

5.05 *Property Insurance*

- A. Design-Builder shall purchase and maintain property insurance upon Construction at the Site. Such insurance is in the amount of the full replacement cost. Such insurance must:
1. include the interests of Owner, Design-Builder, and any other persons or entities identified as a loss payee in the Supplementary Conditions, each of whom is deemed to have an insurable interest to the extent of their actual loss.
 2. be written on a Builder's Risk "all risk" policy that shall at least include insurance for physical loss or damage to the Work, including any real or personal property delivered to the site and shall insure against at least the perils of fire, lightning, extended coverage, theft, vandalism and malicious mischief, flood, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws or Regulations, water damage and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;
 3. include expenses incurred in the repair or replacement of any Owner's property (including but not limited to fees and charges of Owner's Advisor and Construction Manager);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Owner;
 5. include the hazards usually contained in a boiler and machinery policy, and any additional property insurance as may be required by the Supplementary Conditions or Laws or Regulations;
 6. remain in effect and not be excluded by a "force majeure clause," whether in these General Conditions or otherwise; and
 7. be maintained in effect until Final Acceptance unless otherwise agreed to in writing by Owner and Design-Builder with thirty days written notice to each other person or entity that is identified as a loss payee in the Supplementary Conditions.
- B. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained by Design-Builder in accordance with this paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled, renewal refused, or reduced in coverage or limits, until at least 30 days' prior written notice has been given to Owner and to each other loss payee identified in the Supplementary Conditions, and will contain waiver provisions in accordance with paragraph 5.07.
- C. Owner is not responsible for purchasing and maintaining any property insurance to protect the interests of any DB-Related Entity to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Design-Builder or the DB-Related Entity suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

5.06 *Waiver of Rights*

- A. Owner and Design-Builder waive against each other and Owner's Indemnitees and DB-Related Entities all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.

5.07 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by paragraph 5.05 will be adjusted with Design-Builder and made payable to Design-Builder and Owner as joint loss payees and fiduciaries for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause. Design-Builder shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, Design-Builder shall repair or replace the damaged Construction, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.
- B. Design-Builder as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Design-Builder's exercise of this power. If such objection be made, Design-Builder as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Design-Builder as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Design-Builder as fiduciary shall give bond for the proper performance of such duties.

5.08 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If Owner has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by Design-Builder in accordance with Article 5 on the basis of their not complying with the Contract Documents, Owner shall notify Design-Builder in writing within ten days after receipt of the certificates and insurance declaration page(s) and Design-Builder shall provide to Owner such additional information in respect of insurance provided as Owner may reasonably request. If Design-Builder does not maintain all of the Bonds and insurance required by the Contract Documents, and without prejudice to any other right or remedy, Owner shall have the right to terminate Design-Builder for cause under Paragraph 14.02.

5.09 *Partial Utilization, Acknowledgment of Property Insurance*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 13.06, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.05 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any

such partial use or occupancy.

Article 6 – Design-Builder's Responsibilities

6.01 *Design Professional Services*

A. *General*

1. The standard of care for all Design Professional Services performed or furnished by Design-Builder under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar conditions at the same time and in the same locality. Despite the preceding sentence, if the Guaranteed Maximum Price Proposal Documents contain specific performance standards, Design-Builder shall perform the services to achieve such standards.
2. Design-Builder shall comply with all Florida laws with respect to the practice of land surveying and professional engineering.
3. Design-Builder assumes full responsibility for any portion or element of the Contract Documents that is incorporated into the Drawings and Specifications. Design-Builder is responsible for any errors in the Work Product developed through Phase 1 Services Agreement, including but not limited to the Guaranteed Maximum Price Proposal Documents.
4. Owner has the right to review and comment upon all Design-Builder design documents, whether in draft or final form, including all field-directed amendments to the design, in order to confirm the compliance and consistency of the design documents with the Contract Documents. Design-Builder shall give consideration and provide written responses to any comments delivered by Owner as to Design-Builder's design Submittals. Neither compliance by Design-Builder with the Contract Documents, nor review of and comment by Owner on Design-Builder's design documents, nor any failure or delay by Owner in commenting on any design Submittals, shall in any way relieve Design-Builder of full responsibility for the design, construction, and performance of the Project in accordance with the Contract Documents.
5. Owner has provided the documents listed in Exhibit 6.1.2 that Design-Builder may rely upon. With regard to information that are not listed in Exhibit 6.1.2 Owner makes no representation or warranty to Design-Builder that the information provided to Design-Builder is correct, sufficient, complete, or accurate. Design-Builder shall, as part of the Design Professional Services, evaluate and validate any design criteria, requirements or other data and information provided in the Contract Documents, and, if it believes that there are errors, omissions, contradictions, or any other problems in the Contract Documents, it shall notify Owner accordingly. Design-Builder assumes responsibility for the sufficiency, completeness, and accuracy of all Contract Documents, Despite the fact that Owner provided such information. Design-Builder will have no right to claim or seek an adjustment to the Contract Price or Contract Time as the result of: (i) any incomplete, inaccurate, ambiguous, or inadequate information or requirements contained in or among any of the Contract

Documents; or (ii) Owner's review or approval of any Contract Documents.

B. *Phase 1 Services.* Design-Builder acknowledges that after the Effective Date of the Agreement it will be developing, among other things, the Guaranteed Maximum Price Proposal that forms the basis for the Contract Price, Contract Time(s) and all of its other obligations under the Contract Documents. Unless otherwise stated in its Guaranteed Maximum Price Proposal, Design-Builder agrees that once it completes the Guaranteed Maximum Price Proposal:

1. The Guaranteed Maximum Price Proposal Documents were prepared solely by Design-Builder and DB- Related Entities;
2. During its performance of the Phase 1 Services, Design-Builder was capable of conducting and did conduct investigations to verify or supplement its understanding of the information provided by Owner, existing conditions at the Project Site, and anything else reasonably needed to commit to its obligations in the Contract Documents;
3. Except as listed in Exhibit 6.1.2, Owner has made no representation or warranty to Design-Builder that the information provided to Design-Builder in conjunction with the Phase 1 Services is correct, sufficient, complete, or accurate; and
4. Other than as described in subparagraph 60.1(B)(5) below, Design-Builder will have no right to claim or seek an adjustment to the Contract Price or Contract Time(s) as the result of: (i) any incomplete, inaccurate, ambiguous, or inadequate information or requirements contained in or among any of the Contract Documents; (ii) Owner's review or acceptance of any Contract Documents; or (iii) Owner's involvement during the performance of the Phase 1 Services unless Owner directs Design-Builder to do something that is contrary to the Design-Builder's recommendations.
5. Design-Builder may rely upon the information provided in the documents listed in Exhibit 6.1.2, and any other documents identified in the Guaranteed Maximum Price Amendment.

C. *Phase 2 Services:* Design-Builder shall:

1. On the basis of the Guaranteed Maximum Price Proposal Documents, prepare Final Drawings showing the scope, extent, and character of the Construction to be performed and furnished by Design-Builder and Final Specifications (which will be prepared, where appropriate, in general conformance with the format recommended by the Construction Specifications Institute);
2. Provide technical criteria, written descriptions, and design data required for obtaining approvals of such governmental authorities as have jurisdiction to review or approve the final design of the Project, and assist Owner in consultations with appropriate authorities;
3. Furnish the above documents, Drawings, and Specifications to and review them with Owner within the times indicated in the schedules described in paragraph 2.04; and

4. Identify any deviations from other Contract Documents in accordance with paragraph 6.17.B.

6.02 *Supervision and Superintendence of Construction*

- A. Design-Builder shall supervise, inspect, and direct the Construction competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to provide the Construction in accordance with the Contract Documents. Design-Builder is solely responsible for the means, methods, techniques, sequences, and procedures of the Work. Design-Builder shall ensure that the completed Construction complies fully with the Contract Documents and shall keep Owner advised as to the quality and progress of the Construction.
- B. At all times during the progress of Construction, Design-Builder shall assign a competent resident superintendent who shall not be replaced without written notice to Owner except under extraordinary circumstances. The superintendent will be Design-Builder's representative at the Site and will have authority to act on behalf of Design-Builder. All communications given to or received from the superintendent will be binding on Design-Builder. The superintendent must be able to read, write, speak, and understand the English language.

6.03 *Labor, Working Hours*

- A. Design-Builder shall provide competent, suitably qualified personnel to perform the Work as required by the Contract Documents. Design-Builder shall at all times maintain good discipline and order at the Site.
- B. Working Hours: Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Construction at the Site must be performed during regular working hours, and Design-Builder will not work on Saturday, Sunday, or any legal holiday without Owner's written consent and 48 hours' notice.
- C. Rate of Pay: In addition to the supplemental Federal requirements provided in Exhibit 9.1, the hourly rate of pay for each employee shall comply with state law and industry standards for similar work performed under the Contract. Design-Builder shall maintain records verifying the rate of pay for each employee working on this contract and make such records available for inspection on demand by Owner. Design-Builder shall comply with all supplemental conditions included in this Contract as may be required by government funding agencies.
- D. Compliance: Failure to fully comply with paragraphs B and C above is a material breach of the Contract and cause for termination of the Contract for cause.

6.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Design-Builder shall furnish or

cause to be furnished and assume full responsibility for the Work, including but not limited to all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

- B. Design-Builder shall ensure that all materials and equipment incorporated into the Work are as specified by Owner, or in the Drawings or Specifications, or if not specified must be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Contract Documents shall expressly run to the benefit of Owner. If required by Owner, Design-Builder shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

6.05 *Progress Schedule*

- A. Design-Builder shall adhere to the progress schedule established in accordance with paragraph 2.04.A as it may be adjusted from time to time as provided below:
 - 1. Design-Builder shall submit to Owner for acceptance proposed adjustments in the progress schedule that will not change the Contract Time(s) (or Milestones). Such adjustments will conform generally to the progress schedule then in effect.
 - 2. Design-Builder shall submit proposed adjustments in the progress schedule that will change the Contract Time(s) (or Milestones) in accordance with the requirements of paragraph 11.02. Such adjustments may only be made by a Change Order.
 - 3. If, in the opinion of Owner, Design-Builder falls behind the progress schedule due to an event that does not enable Design-Builder to extend the Contract Time(s), including but not limited to actions or neglect of any DB-Related Entity's failure to perform part or all of the Work or to supply any equipment or materials, Owner may direct Design-Builder, at Design-Builder's sole cost and expense, to take remedial steps, including, but not limited to, increasing the number of personnel, shifts, and/or overtime operations, days of Work, and/or amount of construction equipment until such time as the Work is back on schedule. In such event, Design-Builder shall also submit for review not later than the time of submittal of the next request for partial payment, a supplementary schedule demonstrating the manner in which the acceptable rate and achievement of progress will be regained, all without additional cost to Owner.

6.06 *Concerning DB-Related Entities*

- A. Design-Builder shall not employ any DB-Related Entity or any individual against whom Owner may have reasonable objection. Design-Builder shall not be required to employ any

Design Subconsultant or Subcontractor against whom Design-Builder has reasonable objection. Owner requires the identity of Subcontractors, Suppliers, and other individuals or entities to be submitted to the Owner in advance of the Work for review by Owner. Owner's acceptance of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Design-Builder shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner to reject defective Work.

- B. Design-Builder is fully responsible to Owner for all acts and omissions of the DB-Related Entities just as Design-Builder is responsible for Design-Builder's own acts and omissions. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such DB-Related Entity any contractual relationship between Owner and any such DB-Related Entity;
 - 2. shall create any obligation on the part of Owner to pay or to see to the payment of any moneys due any DB-Related Entity except as may otherwise be required by Laws or Regulations.
- C. Design-Builder is solely responsible for scheduling and coordinating all DB-Related Entities.
- D. Design-Builder shall require all DB-Related Entities to communicate with Owner through Design-Builder.
- E. All Work performed for Design-Builder by a DB-Related Entity will be pursuant to an appropriate Design Subagreement or Construction Subagreement between Design-Builder and the DB-Related Entities which specifically binds the DB-Related Entities to the applicable terms and conditions of the Contract Documents for the benefit of Owner. Whenever any such agreement is with a DB-Related Entity who is listed as a loss payee on the property insurance provided in paragraph 5.05, the agreement between Design-Builder and such DB-Related Entity will contain provisions whereby the DB-Related Entity waives all rights against Owner, Owner's Advisor, Construction Manager, Design-Builder, and all other loss payees (and their officers, directors, members, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any DB-Related Entity, Design-Builder will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Design-Builder shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.

- B. To the fullest extent permitted by Laws or Regulations, Design-Builder shall indemnify and hold harmless the Owner Indemnitees from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the specification or incorporation in the Work of any invention, design, process, product or device. Despite the foregoing, Design-Builder shall not be liable to Owner for infringement claims: (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not objected to in writing by Design-Builder to Owner; (ii) arising from modifications to the Work by Owner after acceptance of the Work; or (iii) Owner's use or operation of the Work for purposes other than intended.

6.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Design-Builder shall obtain and pay for all necessary permits, licenses, and approvals of governmental authorities having jurisdiction over the Work. If any such permit, license or approval of governmental authorities is required to be formally issued in the name of Owner, Design-Builder shall undertake all efforts to obtain such permit, license, or approval subject to Owner's reasonable cooperation with Design-Builder, including execution and delivery of appropriate applications and other documentation in forms approved by Owner.
- B. Design-Builder shall pay all governmental charges and inspection fees necessary for the performance of the Work.

6.09 *Laws or Regulations*

- A. Design-Builder shall give all notices required by and comply with all Laws or Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring Design-Builder's compliance with any Laws or Regulations.
- B. If Design-Builder performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Design-Builder shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work.
- C. Changes in Laws or Regulations not known on the Effective Date of the Guaranteed Maximum Price Amendment having an effect on the cost or time of performance may be the subject of a change in Contract Price or Contract Time(s). Despite the above, Design-Builder shall not be entitled to an adjustment in the Contract Price or Contract Time for, and assumes the risk of, any changes in Laws or Regulations related to Design-Builder's corporate existence or the maintenance of its business, including, but not limited to, gross receipt taxes, social security, Medicare, and other payroll-related taxes.

6.10 Taxes

- A. Design-Builder shall pay all sales, consumer, use, employment-related and other taxes required to be paid by Design-Builder in accordance with the Laws or Regulations of the place of the Project which are applicable during the performance of the Work.
- B. Owner is exempt from payment of Florida state sales and use taxes and federal excise tax. Design-Builder, however, is not exempt from payment of Florida state sales and use taxes to the appropriate governmental agencies or for payment by Design-Builder to DB-Related Entities for taxes on materials used to fulfill its obligations under the Contract Documents.

6.11 Use of Site and Other Areas

- A. Limitation on Use of Site and Other Areas.
 - 1. The Site is identified in Exhibit 6.1.2 of the Agreement.
 - 2. Design-Builder shall confine construction equipment, the storage of materials and equipment, and the operations of construction workers to the Site and other areas permitted by Laws or Regulations and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Design-Builder shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. If Design-Builder determines that it needs additional easements to complete the project other than what is identified in Exhibit 6.1.2 of the Agreement, Design-Builder will obtain them.
 - 3. Should any claim be made by any such owner or occupant because of the performance of Work, Design-Builder shall promptly settle with such other party by negotiation or otherwise resolve the claim by dispute resolution proceeding or at law.
 - 4. Design-Builder shall ensure that all employees performing or furnishing any of the Work will be prohibited from using firearms, engaging in hunting, fishing, trapping, using illegal drugs or using alcohol either on the work site, on Owner's property, or on any land adjoining the work site.
- B. *Removal of Debris:* During the performance of the Construction, Design-Builder shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the Construction. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws or Regulations.
- C. *Cleaning:* Prior to Substantial Completion, Design-Builder shall clean the Site and make it ready for utilization by Owner. At completion of Construction, Design-Builder shall remove all tools, appliances, construction equipment, temporary construction and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading Structures*: Design-Builder shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Design-Builder subject any part of the Construction or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Design-Builder shall maintain in a safe place one record copy of all Drawings, Specifications, Addenda, Change Orders, Field Orders, Work Change Directives, approved Submittals, QA/QC records, and all other written interpretations and clarifications in good order and annotated to show all changes made during performance of the Work. Such copies shall constitute the "Record Documents" and will be available to Owner for reference.
- B. The Record Documents shall, as appropriate, be marked-up as the Work progresses to reflect current conditions and shall become the "as-built" plans. The revisions are to be indicated in a neat, well-organized manner and are to include the elevation and plan location of any utilities, structures, easements, rights of way, etc., encountered or installed. A "record" survey book will be kept and shall include the following items:
 - 1. The location and elevation of all existing utilities, structures, etc. encountered.
 - 2. The finished product location and elevation of all utilities and structures installed, including, but not limited to, fire hydrants, catch basin and manhole lids, inverts, pipes, and any and all underground structures.
 - 3. The Record Documents shall comply with paragraph 9.3 of the Agreement ("Records").
- C. Design-Builder shall keep all record notes in book(s) designated "record" and no other survey notes will be kept in such books. Design-Builder shall review with Owner the status of the "as-built" plans and the "record" survey notes in connection with Owner's evaluation of an application for payment. If Design-Builder does not maintain current Record Documents Owner may withhold payments for Work performed.
- D. Upon Substantial Completion of the Work, Design-Builder shall deliver to Owner the following Record Documents:
 - 1. The location and elevation of all existing utilities, structures, etc. encountered.
 - 2. The location of easements and rights-of-way as they relate to the centerline of pipeline.
 - 3. The Record Documents identified in the Technical Specifications provided by Design-Builder and approved by Owner.
- E. Design-Builder shall deliver to Owner a reproducible set of updated contract plans. Design-Builder will transfer all its "as-built" information to these reproducibles and deliver the resultant "as-built" set of plans, together with the record survey book to Owner. Each

completed set of "as-built" drawings must include on its face, a certified statement by Design-Builder that the set of "as-built" drawings accurately depicts the actual Work as constructed.

6.13 *Safety and Protection*

- A. Design-Builder is solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Design-Builder shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Design-Builder shall comply with applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Design-Builder shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Design-Builder shall comply with the applicable requirements of Owner's safety programs, if any.
- D. Design-Builder shall inform Owner of the specific requirements of Design-Builder's safety program with which Owner and its employees and representatives must comply while at the Site.
- E. Design-Builder shall remedy all damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by any DB-Related Entity.
- F. Design-Builder's duties and responsibilities for safety and for protection of the construction shall continue until such time as all the Work is completed and Owner has issued a notice to Design-Builder in accordance with paragraph 13.08 that the Work has met the conditions for Final Acceptance (except as otherwise expressly provided in connection with Substantial Completion as described in paragraph 13.05(A)).

6.14 *Safety Representative*

- A. Design-Builder shall designate a competent safety representative at the Site who has the experience, duty, and responsibility to take prompt actions to eliminate hazards, correct unsafe conditions, and enforce the implementation of Design-Builder's safety requirements.

6.15 *Hazard Communication*

- A. Design-Builder shall ensure that any information concerning hazards at the Site including material safety data sheets that is required to be communicated to workers at the Site occurs in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Design-Builder is obligated to act to prevent threatened damage, injury, or loss. Design-Builder shall give Owner prompt written notice if Design-Builder believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. Design-Builder is responsible for providing first aid and medical care in accordance with applicable laws and regulations.
- B. Before a storm event Design-Builder must secure or remove from the site, any materials or equipment which could cause bodily injury, damage to the Work, Owner's property, or property of others. Design Builder shall secure and/or backfill Site excavations. No Design-Builder equipment may be parked within 100 feet of any Owner facilities. Design-Builder is responsible for preparing for a storm event. Design-Builder shall always take the necessary precautions to protect the walking and motoring public from harm due to construction activity.
- C. Owner may, but is not required to, order the work be stopped if a condition of eminent danger exists. This provision does not shift responsibility or risk of loss for injuries or damages, cost of stoppage or delay of work, from Design-Builder to Owner. Design-Builder shall remain solely and exclusively responsible for compliance with all safety requirements and the safety of all persons and property at the Site.

6.17 *Submittals*

- A. Owner will review and respond to Submittals in accordance with the schedule of required Submittals accepted by Owner as required by paragraph 2.04.A. Owner's review and response will not be for compliance with any engineering code, standard, or manual, or for confirmation of geometric accuracy. Owner's review will not extend to means, methods, techniques, sequences, or procedures of construction (except where Owner has specifically and expressly called for a particular means, method, technique, sequence, or procedure of construction in the Contract Documents) or to safety precautions or programs incident thereto. The review and acceptance of a separate item as such will not indicate acceptance of the assembly in which the item functions.
- B. Design-Builder shall ensure that all Submittals are in compliance with the Contract

Documents and consistent with previous Submittals that have been reviewed and/or accepted by Owner. Design-Builder shall specifically highlight and identify, in a separate written communication at the time of submission specifically calling Owner's attention to any changes from previous Submittals to enable Owner to be aware and understand the implications of such changes. Owner's review of Submittals, including but not limited to the Final Drawings and Specifications, shall not relieve Design-Builder from responsibility for any variation from the requirements of the Contract Documents unless Design-Builder has complied with its obligations in the preceding sentence and Owner has given written acceptance of the variation.

- C. If Design-Builder is interested in starting any Construction activity before Owner's acceptance of the Final Drawings and Specifications, Design-Builder shall give Owner written notice of such interest and full details of the activity, limits where such Work will be performed, and other information that Owner may reasonably require. If Owner does not object to Design-Builder starting such Work, then Design-Builder may commence the activities, provided, however, that Design-Builder: (1) is not in violation of any Laws or Regulations in starting such Construction; (2) will have all risks associated with proceeding without accepted Final Drawings and Specifications; and (3) any costs associated with remedying the Work will be at the sole risk of Design-Builder.

6.18 *Continuing the Work*

- A. Design-Builder shall continue the Work and adhere to the progress schedule during all disputes or disagreements with Owner. Design-Builder must not delay or postpone any Work pending resolution of any disputes or disagreements, except as set forth in paragraph 14.04 or as Design-Builder and Owner may otherwise agree in writing.

6.19 *Design-Builder's General Warranty and Guarantee*

- A. Design-Builder warrants and guarantees to Owner that all Construction will be in accordance with the Contract Documents and will not be defective.
- B. Design-Builder's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, misuse, modification or improper maintenance or operation by persons other than a DB-Related Entity; or
 - 2. normal wear and tear under normal usage.
- C. Design-Builder's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Design-Builder's obligation to perform the Work in accordance with the Contract Documents:
 - 1. Observations by Owner;
 - 2. The making of any progress or final payment;

3. The issuance of a certificate of Substantial Completion;
4. Use or occupancy of the Work or any part thereof by Owner;
5. Any review and acceptance of a Submittal;
6. Any inspection, test, or acceptance by others; or
7. Any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws or Regulations, Design-Builder shall defend, indemnify and hold harmless the Owner Indemnitees from and against all claims, liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent such liabilities, damages, losses or expenses are caused by the negligence, recklessness, or intentionally wrongful conduct of a DB-Related Entity in the performance of the Work.
- B. Design-Builder's contracts with DB-Related Entities shall include a requirement that the DB-Related Entity is obligated to defend, indemnify and hold harmless the Owner Indemnitees from and against all claims, liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent such liabilities, damages, losses or expenses are caused by the negligence, recklessness, or intentionally wrongful conduct of such DB-Related Entity in the performance of the Work.
- C. In any and all claims against an Owner Indemnitee by any employee (or the survivor or personal representative of such employee) of a DB-Related Entity, the indemnification obligations under paragraphs 6.20.A and 6.20.B shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for a DB-Related Entity under workers' compensation acts, disability benefit acts or other employee benefit acts. However, this provision does not constitute a waiver of Owner's sovereign immunity.

Article 7 – Other Construction

7.01 *Related Work at Site*

- A. Owner may perform work, or cause other work to be performed, related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or through other utility owners. If such other work is not noted in the Contract Documents, then:
 1. Owner shall give written notice thereof to Design-Builder before starting any such other work; and
 2. If Owner and Design-Builder are unable to agree on entitlement to or on the extent, if any, of any adjustment in the Contract Price or Contract Time(s) that should be allowed as a result of such other work, Design-Builder may make a claim therefor

as provided in Article 9 if Design-Builder believes that such performance will involve additional expense to Design-Builder or requires additional time.

- B. Design-Builder shall afford each other contractor who is a party to such a direct contract and each utility owner (and Owner if Owner is performing the additional work with Owner's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, Design-Builder shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Design-Builder shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Design-Builder may cut or alter others' work with the written consent of Owner and the others whose work will be affected. The duties and responsibilities of Design-Builder under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Design-Builder in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Design-Builder's Work depends upon work performed or services provided by others under this Article 7, Design-Builder shall inspect such other work and appropriate instruments of service and promptly report to Owner in writing any delays, defects or deficiencies in such other work or services that render it unavailable or unsuitable for the proper execution and results of Design-Builder's Work. Design-Builder's failure so to report will constitute an acceptance of such other work as fit and proper for integration with Design-Builder's Work except for latent or nonapparent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth Guaranteed Maximum Price Amendment:
 - 1. The individual or entity that will have authority and responsibility for coordination of the activities among the various prime contractors will be identified;
 - 2. The specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. The extent of such authority and responsibilities will be provided.

7.03 *Legal Relationships*

- A. paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Owner shall provide in its contracts with other contractors under paragraph 7.01.A that the other contractor is liable to Owner for the reasonable direct delay and disruption costs incurred by Design-Builder as a result of the other contractor's wrongful actions or inactions.

- C. Design-Builder is liable to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Design-Builder's wrongful action or inactions.

Article 8 – Owner's Responsibilities

8.01 *General*

- A. Owner shall do the following in a timely manner so as not to delay the services of Design-Builder:
 - 1. Designate in writing a person to act as Owner's Representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define Owner's policies, make decisions with respect to performance of the Work, and shall provide such other services as may be agreed upon;
 - 2. Make payments to Design-Builder promptly when they are due as provided in paragraphs 13.03 and 13.08;
 - 3. Furnish the Site as set forth in paragraph 4.01.A;
 - 4. Furnish to Design-Builder, as required for performance of Design-Builder's Services, the following if available:
 - a. The documents listed in Exhibit 6.1.2
 - b. Assistance to Design-Builder in filing documents required to obtain necessary permits, licenses, and approvals of governmental authorities having jurisdiction over the Project;
 - c. Permits, licenses, and approvals of government authorities Owner is specifically required to obtain by the Contract Documents; and
 - 5. Review Submittals subject to Owner review pursuant to paragraph 6.17.A; and
 - 6. Provide information known to Owner relating to the presence of materials and substances at the Site which could create a Hazardous Environmental Condition.

8.02 *Insurance*

- A. Owner's responsibilities concerning liability and property insurance are set forth in Article 5.

8.03 *Limitations on Owner's Responsibilities*

- A. Owner has no duty to supervise, direct, or have control or authority over, or be responsible for, Design-Builder's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident thereto, or for any failure of Design-Builder to comply with Laws or Regulations applicable to the furnishing or performance of the Work. Owner is not responsible for Design-Builder's failure to perform the Work in accordance with the Contract Documents.

8.04 *Undisclosed Hazardous Materials and Hazardous Environmental Conditions*

- A. Owner's responsibility concerning undisclosed Hazardous Materials and Hazardous Environmental Conditions uncovered or revealed at the Site is set forth in paragraph 4.04.

8.05 *Construction Manager*

- A. Owner may furnish a Construction Manager to assist Owner in fulfilling some of its responsibilities on the Project relative to the performance of Design-Builder.

8.06 *Owner's Advisor*

- A. Owner's Advisor, if any, has no duties, responsibilities, or authorities with respect to Design-Builder, unless specifically provided in the Contract Documents.

8.07 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Design-Builder's safety programs of which Owner has been informed pursuant to paragraph 6.13.D.

Article 9 – Changes In The Work; Claims

9.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work within the general scope of the Contract by a Change Order or a Work Change Directive. Upon receipt of any such document, Design-Builder shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

9.02 *Unauthorized Changes in the Work*

- A. Design-Builder shall not be entitled to an increase in the Contract Price or an extension of the Contract Time(s) with respect to any Work performed that is not required by the Contract Documents as amended, modified, and supplemented as provided in paragraph 3.04, except

in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Construction as provided in paragraph 12.04.

9.03 *Claims*

- A. If Owner and Design-Builder are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Time(s) that should be allowed as a result of any order of Owner pursuant to paragraph 9.01.A or other occurrence for which the Contract Documents provide that such adjustment(s) may be made, a claim may be made therefor in accordance with Article 15 below.

9.04 *Execution of Change Orders*

- A. Owner and Design-Builder shall execute appropriate change orders (or written amendments) covering:
 - 1. Changes in the Work which are:
 - a. ordered by Owner pursuant to paragraph 9.01;
 - b. required because of acceptance of defective work under Article 13 or Owner's correction of defective work under Article 12; or
 - c. claims agreed to by the parties.
 - 2. Changes in the Contract Price or Contract Time(s) which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a change order or amendment; and
 - 3. Unilateral changes in the Contract Price or Contract Time(s) which are issued by Owner, including any undisputed and/or disputed sum or amount of time for Work actually performed in accordance with a change order or amendment; and
 - 4. Changes in the Contract Price or Contract Time(s) which embody the substance of any written decision rendered by Owner pursuant to paragraph 15.02; provided that, in lieu of executing any such change order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Design-Builder shall carry on the work and adhere to the progress schedule pursuant to, among other provisions of the Contract Documents, paragraph 6.18.
 - 5. Design-Builder acknowledges that agreement on any change order shall constitute a final settlement and full accord and satisfaction of all matters relating to the change directly or indirectly changed or unchanged in the Work which is the subject of the change order, including, but not limited to, all direct, indirect costs, and impact costs associated with such change, including inefficiencies or acceleration based claims, and any and all adjustments to the Contract Price and Contract Time(s), and schedule.

9.05 *Notice to Sureties*

- A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time(s)) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be Design-Builder's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

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

10.01 *Cost of the Work*

- A. **Costs Included:** The term Cost of the Work means the sum of all costs necessarily incurred and paid by Design-Builder in the proper performance of the Work. When the value of Work covered by a Change Order or when a claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Design-Builder will be only those additional or incremental costs required because of the change of the Work or because of the event giving rise to the claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, and shall not include any of the costs itemized in Paragraph 10.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Design-Builder in the performance of the Work under schedules of job classifications in compliance with Exhibit 9.1 as agreed upon by Owner and Design-Builder.
 - a. Such employees shall include without limitation superintendents, supervisors, and other personnel employed full-time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto. The expenses of performing Work after regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 - b. Such employees shall also include engineers, engineering technicians, architects, and others providing Design Professional Services. For purposes of this Paragraph 10.01.A.1, Design-Builder shall be entitled to payment for such employees an amount equal to salary costs times a factor, both as designated in the Agreement, for all services performed or furnished by such employees engaged on the Project.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Design-Builder

unless Owner deposits funds with Design-Builder with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Design-Builder shall make provisions so that they may be obtained.

3. Payments made by Design-Builder to Subcontractors (excluding payments for Design Professional Services pursuant to Paragraph 10.01.A.4) for Work performed or furnished by Subcontractors. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Design-Builder's Cost of the Work and fee.
4. Payments made by Design-Builder for Design Professional Services provided or furnished under a Design Subagreement.
5. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
6. Supplemental costs including the following items:
 - a. The proportion of necessary transportation, travel and subsistence expenses of Design-Builder's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the Site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Design-Builder.
 - c. Rentals of all construction or engineering equipment and machinery and the parts thereof whether rented from Design-Builder or others in accordance with rental agreements approved by Owner, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Design-Builder is liable, imposed by Laws or Regulations.
 - e. Deposits lost for causes other than negligence of a DB-Related Entity, and royalty payments and fees for permits and licenses.
 - f. Losses, damages, and related expenses caused by damage to the Work not compensated by insurance or otherwise, sustained by Design-Builder in

connection with the furnishing and performance of the Work provided they have resulted from causes other than the negligence of a DB-Related Entity. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Design-Builder's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. Cost of premiums for all Bonds and insurance Design-Builder is required by the Contract Documents to purchase and maintain.

B. **Costs Excluded:** The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Design-Builder's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Design-Builder whether at the Site or in Design-Builder's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 10.01.A.1, all of which are to be considered administrative costs covered by Design-Builder's fee.
- 2. Expenses of Design-Builder's principal and branch offices other than Design-Builder's office at the Site.
- 3. Any part of Design-Builder's capital expenses, including interest on Design-Builder's capital employed for the Work and charges against Design-Builder for delinquent payments.
- 4. Costs due to the negligence of a DB-Related Entity, including but not limited to the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 10.01.A.

C. **Design-Builder's Fee:** When the value of the Work covered by a Change Order is determined on the basis of Cost of the Work, Design-Builder's fee shall be determined as set forth in Paragraph 11.01.C.

D. **Documentation:** Whenever the cost of any Work is to be determined pursuant to Paragraph 10.01.A and 10.01.B, Design-Builder will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable

to Owner an itemized cost breakdown together with supporting data.

10.02 *Allowance Payment Items*

- A. Article 4.3 of the Agreement describes Allowance Payment Items and Allowance Payment Values.

10.03 *Unit Prices*

If Design-Builder provides that all or part of the Work is to be Unit Price Work in its Guaranteed Maximum Price Proposal, Design-Builder shall identify any limitations on the variance in quantity or price in the Guaranteed Maximum Price Proposal.

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

11.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any claim for an adjustment in the Contract Price shall be based on written notice delivered by Design-Builder to Owner promptly in accordance with Paragraph 15.02.
- B. The value of any Work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined as follows:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 10.03); or
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.01.C); or
 - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 11.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 10.01) plus a Design-Builder's Fee for overhead and profit (determined as provided in Paragraph 11.01.C).
- C. Design-Builder's Fee on any Work covered by a Change Order or of any claim for an adjustment in the Contract Price shall be 10% of the amount set forth in Paragraph 11.01.B above.
- D. Work covered by a Change Order or of any claim for an adjustment in the Contract Price that is being performed by Design Subconsultants, Subcontractors or Suppliers of any tier shall be limited to the following markups, which markup shall compensate Design Subconsultant, Subcontractor, Supplier for all indirect costs, field, and home office overhead, and profit:

1. A total markup of 10% of the costs incurred by such Design Subconsultant, Subcontractor or Supplier under Paragraphs 10.01.A.1 and 10.01.A.2.
 2. Any higher tier Design Subconsultant, Subcontractor or Supplier will be paid a total markup of 10% of the amount paid to the next lower tier Design Subconsultant, Subcontractor or Supplier.
- E. The amount of credit to be allowed by Design-Builder to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost, plus a deduction in Design-Builder's fee by an amount of 10% of such net decrease; and
- F. When both additions and credits are involved in any one change, Design-Builder's fee shall be computed on the basis of amount of the net increase or decrease in cost. If there is a net increase in cost, then the fee shall be as set forth in Paragraph 11.01.C, and if there is a net decrease, the fee deduction shall be as set forth in Paragraph 11.01.E.

11.02 *Change of Contract Time(s)*

- A. The Contract Time(s) (or Milestones) may only be changed by a Change Order. Any claim for an adjustment of the Contract Time(s) (or Milestones) shall be based on written notice pursuant to Paragraph 15.02. All adjustments for additional time must include a detailed critical path analysis of the Contract schedule.
- B. Any adjustment of the Contract Time(s) (or Milestones) covered by a change order or of any claim for an adjustment in the Contract Time(s) (or Milestones) will be determined in accordance with the provisions of this Paragraph 11.02.
- C. Design-Builder expressly agrees that in undertaking to complete the work within the time specified, it has made allowances for certain foreseeable hindrances and delays ordinarily encountered on projects of this type. The parties specifically anticipate and contemplate such hindrances and delays, including but not limited to, those reasonable delays caused by or arising from minor design conflicts and issues; schedule adjustments; the actions of DB-Related Entities; late or out-of-sequence Owner-furnished equipment, materials and facilities not affecting the critical path; reasonable turnaround or approval of Design-Builder's Submittals; normal unfavorable weather, wet grounds, or other similar unsuitable construction conditions likely to occur in Florida; reasonable turnaround to Design-Builder's requests for information or direction; change order processing; and access and coordination by Owner that does not create any new critical paths in the schedule. Design-Builder agrees that such delays are included in the Contract Price and Contract Time(s) and that they shall not constitute the basis for a time extension or a claim for additional compensation of any type.
- D. *Delays Beyond Design-Builder's Control:* Where Design-Builder is prevented from completing any part of the Work within the Contract Time(s) (or Milestones) due to delay beyond the control of Design-Builder, the Contract Time(s) (or Milestones) will be extended in an amount equal to the time lost due to such delay if a claim is made therefor as provided in Paragraph 11.02.A. Delays beyond the control of Design-Builder shall include, but not be

limited to, acts or neglect by Owner, governmental agencies, changes of law pursuant to Paragraph 6.09.C, acts or neglect of utility owners or other contractors performing other construction work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or other acts of God.

- E. If Design-Builder intends to seek an adjustment in the Contract Time for abnormal weather conditions, it shall, in addition to fulfilling all other requirements for a time extension, demonstrate that the actual weather encountered was unusually severe and abnormal compared with the five-year average weather statistics compiled by the United States National Oceanic and Atmospheric Administration (“NOAA”) for the time of year and locality of the Site.
- F. If Owner or other contractor or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Design-Builder shall be entitled to an equitable adjustment in the Contract Price or the Contract Time(s), or both. Design-Builder’s entitlement to an adjustment of the Contract Time(s) is conditioned on such adjustment being essential to Design-Builder’s ability to complete the Work within the Contract Time(s).
- G. If Design-Builder is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Design-Builder, then Design-Builder shall be entitled to an equitable adjustment in Contract Time(s), if such adjustment is essential to Design-Builder’s ability to complete the Work within the Contract Time(s). Such an adjustment shall be Design-Builder’s sole and exclusive remedy for the delays described in this Paragraph 11.02.G. Despite the preceding sentence:
 - 1. If such delays result in Owner suspending the Work in accordance with Paragraph 14.01, Design-Builder’s remedy shall be as specified in that provision.
 - 2. If the total aggregate of such delays exceeds thirty (30) days, commencing on the Notice to Proceed, then Design-Builder shall be entitled to treat the days of delay that exceed such 30-day period in the same manner as set forth in Paragraph 11.02.F above.
- H. Owner, Owner’s Advisor and Construction Manager shall not be liable to Design-Builder for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Design-Builder on or in connection with any other project or anticipated project.
- I. Design-Builder shall not be entitled to an adjustment in Contract Price or Contract Time(s) for delays within the control of Design-Builder. Delays attributable to and within the control of a DB- Related Entity shall be deemed to be delays within the control of Design-Builder.

- J. Despite anything to the contrary in this Article 11 or in any other Contract Document, Owner shall not be liable, and Design-Builder shall not be entitled to recover, for any time-related or delay damages for: (1) loss of anticipated profit; (2) home office overhead; (3) consequential damages (including but not limited to loss of bonding capacity, loss of bidding opportunities, and insolvency); and (4) legal fees, claims preparation expenses, or the cost of dispute resolution.
- K. Design-Builder and Owner waive and release claims against each other for consequential damages arising out of or relating to this Contract including but not limited to losses of use, profits, business, reputation, or financing. This waiver of consequential damages does not affect the payment of liquidated damages as provided in this Contract.

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

12.01 *Notice of Defects*

- A. Owner shall give Design-Builder prompt written notice of all defective Construction of which Owner has actual knowledge. All defective Construction may be rejected, corrected, or accepted as provided in this Article 12.

12.02 *Access to Construction*

- A. Owner, Owner's Advisor, Construction Manager, other representatives and personnel of Owner, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Site and the Construction at reasonable times for their observation, inspecting, and testing. Design-Builder shall provide them proper and safe conditions for such access and advise them of Design-Builder's Site safety procedures and programs so that they may comply with them as applicable.

12.03 *Tests and Inspections*

- A. If the Contract Documents or Laws or Regulations of any public body having jurisdiction require any part of the Construction specifically to be inspected, tested, or approved, Design-Builder shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Owner the required certificates of inspection or approval. Design-Builder shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's acceptance of materials or equipment to be incorporated in the Work or of materials, mix designs, or equipment submitted for approval prior to Design-Builder's purchase thereof for incorporation in the Work.
- B. Design-Builder shall give Owner reasonable notice of the planned schedule for all required inspections, tests, or approvals.
- C. If any Construction (or the construction work of others) that is required to be inspected, tested, or approved is covered by Design-Builder without written concurrence of Owner, then Design-Builder shall, if requested by Owner, uncover such Construction for

observation.

- D. Uncovering Construction as provided in Paragraph 12.04 shall be at Design-Builder's expense unless Design-Builder has given Owner timely notice of Design-Builder's intention to cover the same and Owner has not acted with reasonable promptness in response to such notice.

12.04 *Uncovering Construction*

- A. If any Construction is covered contrary to the written request of Owner, it must, if requested by Owner, be uncovered for Owner's observation and recovered at Design-Builder's expense.
- B. If Owner considers it necessary or advisable that covered Construction be observed by Owner or inspected or tested by others, Design-Builder, at Owner's request, shall uncover, expose, or otherwise make available for observation, inspection or testing as Owner may require, that portion of the Construction in question, furnishing all necessary labor, material, and equipment. If it is found that such Construction is defective, Design-Builder shall pay all costs and damages caused by or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction, (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs, and all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If, however, such Construction is not found to be defective, Design-Builder shall be allowed an increase in the Contract Price or an extension of the Contract Time(s) (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Design-Builder may make a claim therefor as provided in Article 9.

12.05 *Owner May Stop Construction*

- A. If Construction is defective, or Design-Builder fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform Construction in such a way that the completed Construction will conform to the Contract Documents, Owner may order Design-Builder to stop Construction or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop Construction will not give rise to any duty on the part of Owner to exercise this right for the benefit of Design-Builder or any other party.

12.06 *Correction or Removal of Defective Work*

- A. Owner will have authority to disapprove or reject defective Work and will have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed, or completed. If required by Owner, Design-Builder shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed, or completed, or, if Owner has rejected the Work, remove it from the Site and replace it with non-defective Work. Design-Builder shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects,

attorneys and other professionals and all court, arbitration, or other dispute resolution costs) arising out of or relating to such correction or removal.

12.07 *Correction Period*

- A. If within two years after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Design-Builder shall promptly, without cost to Owner and in accordance with Owner's written instructions, (i) correct such defective Work, or, if it has been rejected by Owner, remove it from the Site and replace it with Work that is not defective, and (ii) satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Design-Builder does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced, and all costs, losses, and damages caused by or resulting from such removal and replacement (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs, and all costs of repair or replacement of work of others) will be paid by Design-Builder.
- B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion, the correction period for that item may start to run from an earlier date if so specifically provided in the Contract Documents.
- C. Where defective Work (and damage to other Work resulting therefrom) has been corrected, removed, or replaced under this Paragraph 12.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

12.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so. Design-Builder shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work. If Owner's acceptance occurs before Final Acceptance, Owner will issue a Change Order incorporating the necessary revisions in the Contract Documents, and Owner shall be entitled to an appropriate decrease in the Contract Price reflecting the diminished value of the Work so accepted. If the acceptance occurs after Final Acceptance, Design-Builder will pay an appropriate amount to Owner.

12.09 *Owner May Correct Defective Work*

- A. Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents within a period of one year from the date of Substantial Completion of

the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

- B. Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein will not apply.
- C. The one-year period referenced in Paragraph 12.09 (A) above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.
- D. All costs, losses, and damages (included but not limited to fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs and all costs of repair or replacement of work of others) incurred or sustained by Owner in exercising such rights and remedies under this Paragraph 12.09 will be charged against Design-Builder and a Change Order will be issued incorporating the necessary revisions in the Contract Documents, and Owner shall be entitled to an appropriate decrease in the Contract Price.
- E. Design-Builder shall not be allowed an extension of the Contract Time(s) (or Milestones) because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 12.09.

Article 13 – Payments To Design-Builder and Completion

13.01 *Schedule of Values*

- A. Exhibit 4.1 (Compensation for Phase 1 Services) will serve as the basis for progress payments for the performance of Phase 1 Services. The Schedule of Values established as provided in Paragraph 2.04.A will serve as the basis for progress payments for Work performed after the Effective Date of the Guaranteed Maximum Price Amendment. Progress payments on account of Unit Price Work will be based on the number of units completed.

13.02 *Application for Progress Payment*

- A. Design-Builder shall submit to Owner, on or about the last day of each month, an Application for Payment filled out and signed by Design-Builder covering the Work completed as of the date indicated on the Application and accompanied by supporting documentation as required

by the Contract Documents.

- B. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, all of which will be satisfactory to Owner.
- C. Beginning with the second Application for Payment, each Application shall include an affidavit of Design-Builder stating that all previous progress payments received on account of the Work have been applied on account to discharge Design-Builder's legitimate obligations associated with prior Applications for Payment.
- D. The amount of retainage with respect to progress payments will be as stipulated in the Guaranteed Maximum Price Amendment. Retainage will not be held on progress payments due for performance of the Phase 1 Services.
- E. For Work performed after the Effective Date of the Guaranteed Maximum Price Amendment, Design-Builder shall submit an updated cost-loaded progress schedule update as support documentation for payment applications. Each activity in the progress schedule update shall be assigned a dollar value in accordance with the physical value of that work in relationship to an Asset (Activity Codes)/Work Breakdown Structure (WBS) agreed upon by the Owner. The total value of all activities shall equal the Contract Price. The Design-Builder shall use the latest version of Oracle/Primavera Professional Project Management software for creating and updating all Construction Schedules (i.e., the accepted Baseline Schedule and all Schedule Updates) and reports. Design-Builder shall provide Owner with the PDF files and shall make source files available to Owner upon request. No other scheduling software programs will be accepted. The Owner will provide Design-Builder with Owner's requirements regarding progress Construction Schedule submittals during Phase 1 Services of the Project.

13.03 *Progress Payments*

- A. Owner will, after receipt of each application for payment, either make payment or return the application to Design-Builder, indicating in writing Owner's reasons for refusing to make payment. In the latter case, Design-Builder may make the necessary corrections and resubmit the application.
- B. Owner may refuse to make the whole or any part of any payment if, in Owner's opinion, it would be incorrect to make such payment because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment previously made, to such extent as may be necessary in Owner's opinion to protect Owner from loss because:
 - 1. The Work is defective, or completed Work has been damaged, requiring correction

or replacement;

2. The Contract Price has been reduced by written amendment or change orders;
 3. Owner has been required to correct defective Work or complete Work in accordance with Article 12; or
 4. Owner has actual knowledge of the occurrence of any of the events enumerated in Article 15.
 5. Design-Builder fails to submit the required insurance policy declaration page as stated in the Contract;
 6. Design-Builder fails to comply with progress schedule updates in keeping with general requirements.
 7. Design-Builder fails to make red-line markups of design drawings available for inspection by Owner and current with each pay application.
- C. *Reduction in Payment:* Owner may refuse to make the whole or any part of any such payment, or because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any previous payment, to the extent that is reasonably necessary to protect Owner from loss because:
1. Claims have been made against Owner on account of Design-Builder's performance or furnishing of the Work; or
 2. Liens have been filed in connection with the Work, except where Design-Builder has delivered a specific Bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 3. There are other items entitling Owner to a set off against the amount for which application is made; or
 4. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraph 14.02.A or if Design-Builder is otherwise in breach.
- D. If Owner refuses to make payment of the full amount requested by Design-Builder, Owner must give Design-Builder immediate written notice stating the reasons for such action and promptly pay Design-Builder any amount remaining after deduction of the amount withheld. Owner shall promptly pay Design-Builder the amount withheld, or any adjustment thereto agreed to when Design-Builder remedies the reason for such action.

13.04 *Design-Builder's Warranty of Title*

- A. Design-Builder warrants and guarantees that title to all Construction, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or

not, will pass to Owner no later than the time of payment free and clear of all Liens.

13.05 *Substantial Completion*

- A. When Design-Builder considers the Work ready for its intended use Design-Builder shall notify Owner in writing that the Work is substantially complete (except for items specifically listed by Design-Builder as incomplete) and request that Owner issue a certificate of Substantial Completion. Promptly thereafter, Owner and Design-Builder shall make an inspection of the Work to determine the status of completion. If Owner does not consider the Work substantially complete, Owner will notify Design-Builder in writing giving the reasons therefor. If Owner considers the Work substantially complete, Owner will prepare and deliver to Design-Builder a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before Final Acceptance. At the time of delivery of the certificate of Substantial Completion Owner will deliver to Design-Builder a written determination as to division of responsibilities pending Final Acceptance between Owner and Design-Builder with respect to security, operation, safety, protection of Construction, maintenance, utilities, insurance, and warranties and guarantees.
- B. Owner will have the right to exclude Design-Builder from the Site after the date of Substantial Completion, but Owner will allow Design-Builder reasonable access to complete or correct items on the list of items to be completed.

13.06 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Construction which (i) has specifically been identified in the Contract Documents, or (ii) Owner and Design-Builder agree constitute a separately functioning and usable part of the Construction that can be used by Owner for its intended purpose without significant interference with Design-Builder's performance of the remainder of the Construction, subject to the following:
 - 1. Owner at any time may request Design-Builder in writing to permit Owner to use or occupy any such part of the Construction which Owner believes to be ready for its intended use and substantially complete. If Design-Builder agrees that such part of the Work is substantially complete, Design-Builder and Owner will follow the procedures of Paragraph 13.05 for that part of the Construction.
 - 2. Design-Builder at any time may notify Owner in writing that Design-Builder considers any such part of the Work ready for its intended use and substantially complete and request Owner to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner and Design-Builder shall make an inspection of that part of the Work to determine its status of completion. If Owner does not consider that part of the Work to be substantially complete, Owner will notify Design-Builder in writing giving the reasons therefor. If Owner considers

that part of the Work to be substantially complete, the provisions of Paragraph 13.05 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy of part of the Construction will be accomplished prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

13.07 *Final Inspection*

- A. Upon written notice from Design-Builder that the entire Work is complete, Owner will make a final inspection with Design-Builder and will notify Design-Builder in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Design-Builder shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

13.08 *Final Acceptance*

- A. The conditions for Final Acceptance are:
 1. All permits required under applicable Laws and/or Regulations and the Contract Documents to be obtained by Design-Builder which are necessary for the continued routine operation of the Project must be in full force and effect and certified copies of all such permits must have been delivered to Owner.
 2. Other conditions will be addressed in the Guaranteed Maximum Price Amendment.
- B. When Design-Builder determines that it has met the conditions for Final Acceptance, it shall furnish Owner with a certified statement (in a form acceptable to Owner) evidencing that Final Acceptance has been met. If Owner is satisfied that the conditions for Final Acceptance set forth in Paragraph 13.08.A above have been achieved, it will, within 21 days after receipt of Design-Builder's certification, give written notice to Design-Builder that it agrees that Final Acceptance has been achieved. Otherwise, Owner will indicate to Design-Builder in writing the reasons that it disagrees that Final Acceptance has been achieved, in which case Design-Builder shall make the necessary corrections and resubmit the certification.

13.09 *Final Payment*

- A. Application for Payment.
 1. After Design-Builder has achieved Final Acceptance to the satisfaction of Owner and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance, certificates of inspection, Record Documents and other documents, Design-Builder may make application for final payment following the procedure for progress payments.
 2. The final Application for Payment shall be accompanied (unless previously

delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B; (ii) original consent of the surety, if any, to final payment and (iii) complete and legally effective releases or waivers (satisfactory to Owner) of all Liens arising out of or filed in connection with the Work.

3. In lieu of such releases or waivers of Liens specified in Paragraph 13.09.A.2 and as approved by Owner, Design-Builder may furnish receipts or releases in full and an original contractor's affidavit and final release that: (i) the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and (ii) all payrolls, material and equipment bills and other indebtedness connected with the Work for which Owner might in any way be responsible, or which in any way might result in liens or other burdens on Owner's property, have been paid, or otherwise satisfied. If any Design Subconsultant, Subcontractor or Supplier fails to furnish such a release or receipt in full, Design-Builder may furnish a Bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

- B. *Final Payment:* If Owner is satisfied that the Work has been completed and Design-Builder's other obligations under the Contract Documents have been fulfilled, Owner will, within 60 days after receipt of the final Application for Payment, give written notice to Design-Builder that it is ready to process final payment. Otherwise, Owner will return the Application to Design-Builder, indicating in writing the reasons for refusing to process final payment, in which case Design-Builder shall make the necessary corrections and resubmit the Application.

13.10 Waiver of Claims

- A. The making and acceptance of final payment will constitute:

1. A waiver of all claims by Owner against Design-Builder, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 13.07, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Design-Builder's continuing obligations under the Contract Documents; and
2. A waiver of all claims by Design-Builder against Owner other than those previously made in writing and still unsettled.

Article 14 – Suspension of Work and Termination

14.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days or in the aggregate more than 90 days by notice in writing to Design-Builder which will fix the date on which Work will be resumed. Design-Builder shall resume the Work on the date so fixed. Design-Builder shall be allowed an adjustment in the Contract Price or an extension of the Contract Time(s), or both, directly

attributable to any such suspension if Design-Builder makes a Claim therefor as provided in Article 9.

14.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events justifies termination for cause:
1. Design-Builder's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under Paragraph 2.04.A as adjusted from time to time pursuant to Paragraph 6.05).
 2. Design-Builder's disregard of Laws or Regulations of any public body having jurisdiction.
 3. Design-Builder's violation in any substantial way of provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 14.02.A occur, Owner may, after giving Design-Builder (and the surety, if any) seven days' written notice, terminate the services of Design-Builder, take possession of any completed Drawings and Specifications prepared by or for Design-Builder (subject to the indemnification provisions of Paragraph 3.05.A), exclude Design-Builder from the Site, and take possession of the Work and of all tools, appliances, equipment and machinery which have been purchased or provided for the performance of the Work using project funds, at the Site and all rental equipment including temporary pumps and generators and use the same to the full extent they could be used by Design-Builder (without liability to Design-Builder for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Design-Builder but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case Design-Builder shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all costs, losses and damages sustained by Owner arising out of or resulting from completing the Work (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) such excess will be paid to Design-Builder. If such costs, losses, and damages exceed such unpaid balance, Design-Builder shall pay the difference to Owner. Such costs, losses and damages incurred by Owner will be incorporated in a Change Order. When exercising any rights or remedies under this paragraph Owner shall not be required to obtain the lowest price for the Work performed.
- C. Despite Paragraph 14.02.B, Owner will not terminate Design-Builder's services if Design-Builder begins, within seven days of receipt of notice of intent to terminate, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- D. Where Design-Builder's services have been so terminated by Owner, the termination will not

affect any rights or remedies of Owner against Design-Builder then existing or which may thereafter accrue. Any retention or payment of moneys due Design-Builder by Owner will not release Design-Builder from liability.

- E. Despite the notice periods provided in this Paragraph 14.02, in the event of an emergency, Owner will have the right to immediately, and without notice to Design-Builder, take over and protect the Site by whatever means it deems appropriate. Owner will endeavor to provide Design-Builder notice of such action within 24 hours after its occurrence.

14.03 *Owner May Terminate for Convenience*

- A. Owner may, without prejudice to any other right or remedy, terminate this Contract in whole or in part at any time for its convenience by giving Design-Builder seven days written notice. Owner will have the right, in that event, to take over any or all of Design-Builder's materials (whether stored on or off site), supplies, equipment to be installed, Design Subagreements, Construction Subagreements, and purchase orders, or other obligations to complete the Work and Design-Builder shall assign them to Owner upon Owner's request. Design-Builder shall proceed to complete any part of the Work, as directed by Owner, and shall settle all its claims and obligations under the Contract.
- B. In any such termination for the convenience of Owner, Design-Builder shall be paid for work completed in accordance with the Contract Documents prior to receipt of the notice of termination reasonable demobilization costs, and for termination settlement costs (such as termination of subcontracts) that relate to commitments which had become firm prior to the termination including material and equipment purchase orders. Design-Builder shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination. Design-Builder shall justify its claims as requested by Owner with thorough, accurate records and data.
- C. Despite the provisions of Paragraphs 14.03.A and 14.04.B above, if Owner elects to terminate this Contract under Paragraph 8.5 of the Agreement as a result of the failure of the Parties to reach an agreement on the Guaranteed Maximum Price Proposal, then the following shall apply:
 - 1. Owner's termination will be effective upon Design-Builder's receipt of notice from Owner, provided, however, that Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Design-Builder to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project documents in orderly files.
 - 2. Design-Builder's sole and exclusive relief for such termination shall be limited to the monies due under Exhibit 4.1 to the Agreement for completed Phase 1 Services, and Design-Builder shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.
 - 3. Upon terminating Design-Builder, Owner will have the right to use the Work

Product to complete the Project on a design-build, design-bid-build, or any other basis, with any entity of its choosing.

14.04 *Design-Builder May Suspend or Terminate for Cause*

- A. If Owner fails to pay undisputed amounts owed to Design-Builder within 45 days of the date such payment is due under the Agreement, Design-Builder has the following remedies:
 - 1. Design-Builder is entitled to suspend the Work within five days of delivering a written notice to Owner that Design-Builder will suspend the Work as a result of Owner's failure to pay undisputed amounts due. If Design-Builder does suspend the Work and claims that the suspension has affected the cost or time of performance, it shall be entitled to proceed in accordance with the remedies set forth in Article 15.
 - 2. Design-Builder is entitled to terminate this Agreement if a suspension for Owner's nonpayment continues for more than 90 consecutive days. The termination shall become effective if, after such 90-day period, Owner fails to cure the nonpayment within 20 days of its receipt of a notice from Design-Builder that it intends to terminate the Agreement as a result of Owner's failure to pay undisputed amounts due. If Design-Builder does terminate the Agreement, such termination shall be treated as if Owner had terminated the whole of the Work in accordance with Paragraph 14.03.A above.
- B. If Design-Builder elects to suspend the Work as a result of Owner's failure to act under the circumstances described in Paragraph 8.6 of the Agreement, Design-Builder shall provide Owner with 10 days advance written notice of its intent to suspend the Work. If Owner has not taken action under Paragraph 8.5 of the Agreement within such 10-day period, and Design-Builder does suspend the Work and claims that the suspension has affected the cost or time of performance, Design-Builder may proceed in accordance with the remedies set forth in Article 15.
- C. Other than as specifically set forth in Paragraphs 14.04.A and 14.04.B above, Design-Builder has no rights to suspend or terminate this Agreement for any reason and is obligated to continue performing in a diligent manner and without delay.

Article 15 – Claims and Dispute Resolution

15.01 *General*

- A. Claims and disputes under the Contract include disagreements, claims, counterclaims, matters in question, and differences of opinion between Owner and Design-Builder, regarding the Work and modifications or changes to the Work. Disputes may involve interpretation of Contract Documents, acceptability of the Work, costs, and time for performance.
- B. The procedures specified herein shall be the sole and exclusive procedures for the resolution of disputes between Owner and Design-Builder arising out of or relating to this Contract.

The Parties will participate in good faith in the procedures specified in this Article 15.

- C. All applicable statutes of limitation and defenses based upon the passage of time will be tolled while the procedures specified in this Article 15 are pending. The Parties will take such action, if any, required to effectuate such tolling.
- D. In the event any dispute occurs under this Contract which cannot be readily resolved, it will be referred to the appropriate executives of Owner and Design-Builder for negotiation and resolution as described below.
- E. At all times during the course of any process under this Article 15, Design-Builder shall continue with the Work as directed, in a diligent manner and without delay, shall conform to Owner's decisions or orders.

15.02 *Notice*

- A. **Notice:** Design-Builder shall deliver written notice to Owner regarding each claim, dispute, or other matter as follows.
 - 1. The notice must state the general nature of the matter.
 - 2. Design-Builder shall deliver the notice immediately, but in no event later than 10 days after the start of the event giving rise to the matter.
 - 3. Design-Builder shall provide the amount or extent of the claim, dispute, or other matter with supporting data and shall deliver it to Owner within 30 days after the start of such event unless Owner allows additional time for Design-Builder to submit additional or more accurate data in support of such claim, dispute, or other matter.
 - 4. Design-Builder shall prepare its claim for an adjustment in Contract Price in accordance with Paragraph 11.01 and shall prepare any claim for an adjustment in Contract Time(s) in accordance with Paragraph 11.02.
 - 5. Along with its claim Design-Builder shall provide a written statement that the adjustment claimed is the entire adjustment to which Design-Builder believes it is entitled as a result of said event.
 - 6. In its claim Design-Builder must provide justification for each line item of Design-Builder's claim including but not limited to specifying the section of the terms and conditions which provides an entitlement to the claim.
- B. **Owner's Decision:** Owner will render a formal decision in writing within 60 days after receipt of the last submittal of Design-Builder, if any. Owner's written decision on such claim, dispute, or other matter will be final and binding upon Owner and Design-Builder unless Design-Builder takes an appeal from Owner's decision within the time limits and in accordance with the dispute resolution procedures set forth in this Article 15. Owner may issue unilateral change orders as referenced in Paragraph 9.04.

15.03 *Step Negotiations*

- A. Each party must give the other party written notice of any dispute not resolved in the normal course of business.
 - 1. **Step 1:** Management personnel of both parties at level one step above the project

personnel who have not previously been involved in the dispute shall meet at a mutually acceptable time and place within 10 days after delivery of such notice and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute.

2. **Step 2:** If the matter has not been resolved, then executive staff of both parties at levels one step above the personnel who have been previously been involved in the dispute shall meet at a mutually acceptable time and place within 10 days after delivery of such notice and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute.
3. **Step 3:** If the matter has not been resolved by these persons within 30 days from the referral of the dispute to executives or if no meeting of executives has taken place within 15 days after such referral, either party may initiate mediation as provided below.
4. To the extent allowed by law, all negotiations, settlement agreements and other written documentation under this Paragraph 15.03 are confidential and will be treated as compromise and settlement negotiations for purposes of the federal rules of evidence and Florida rules of evidence.

15.04 *Mediation*

- A. If the dispute has not been resolved by the negotiation as provided in Paragraph 15.03 above, the parties shall endeavor to settle the dispute by mediation. Either party may initiate a mediation proceeding by a request in writing to the other party, thereupon; both parties must engage in mediation as follows.
 1. The proceeding will be conducted at Owner's headquarters.
 2. Owner shall provide a list of at least three mediators from which Design-Builder shall choose. If the parties cannot agree on a mediator within five days after the Owner provides the list of mediators, then the Owner will request that the American Arbitration Association (AAA) send a list and resumes of three available mediators with construction industry experience to the Parties. Each party will then strike one name, and the remaining person will be appointed as the mediator. If more than one name remains, either because one or both Parties have failed to respond to the AAA's Administrator within five days after receiving the list or because one or both Parties have failed to strike a name from the list or because both Parties strike the same name, the AAA's Administrator will choose the mediator from the remaining names within five days.
 3. Efforts to reach a settlement will continue until the conclusion of the proceeding, which is deemed to occur when: (a) a written settlement is reached, or (b) the mediator concludes and informs the parties in writing that further efforts would not be useful, or (c) the parties agree in writing that an impasse has been reached. Neither party may withdraw before the conclusion of the proceeding.

4. The parties regard the obligation to mediate as an essential provision of this contract and one that is legally binding on them. If either party violates this obligation, the other party may bring an action to seek enforcement of it in court.

15.05 *Litigation*

- A. If the dispute has not been resolved by negotiation or mediation as provided in Paragraphs 15.03 and 15.04 respectively within 60 days of the initiation of mediation, either party may initiate litigation upon 10 days written notice to the other party; provided, however, that if one party has requested the other to participate in a nonbinding procedure, as provided for under this Article 15, and the other has failed to participate, the requesting party may initiate litigation before expiration of the 60 day period.
- B. All actions or proceedings arising in connection with the Contract shall be tried and litigated exclusively in the state and federal courts located in the state of Florida, having jurisdiction in Sarasota County. This choice of venue is mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to the Contract in any jurisdiction other than that specified in this paragraph. Design-Builder waives any objections to venue or jurisdiction in Sarasota County, Florida, for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to the Contract.
- C. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this agreement and the transactions it contemplates. This waiver applies to any action or legal proceeding, whether sounding in contract, tort, or otherwise.

15.06 *Auditing of Claims*

- A. All claims filed by Design-Builder are subject to audit at any time following the filing of the claim whether or not the claim is the subject of litigation. The audit and review of records may be performed by Owner or its consultants. Such right of audit shall include the records of Design-Builder and its Design Subconsultants, Subcontractors and Suppliers. The audit may begin on 10 days' notice to Design-Builder, Design Subconsultants, Subcontractors, or Suppliers. Design-Builder shall cooperate and shall require its Design Subconsultants, Subcontractors and Suppliers to cooperate with the auditors and provide such information and records as are necessary for analysis of the claim.

15.07 *Costs for Dispute Resolution*

- A. Each party will bear its own costs, including but not limited to attorney's fees, incurred as a result of any claim process and dispute resolution process contained in this Article 15. Despite the above, Owner will have the right to recover its costs, including attorney's fees, to the extent that these General Conditions provides Owner with such right.

**Supplementary Conditions
Agreement between Owner and Design-Builder**

Insurance Requirements

Workers Compensation. Coverage must cover all employees and DB-Related Entities with statutory limits in compliance with applicable state and federal laws. In addition, the policy must include the following:

- a. Employer's Liability with a minimum limit of \$1,000,000 per accident in accordance with statutory requirements.
- b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
- c. Design-Builder must be in compliance with all applicable state and federal workers' compensation laws, including but not limited to, US Longshore and Harbor Workers Compensation Act, Jones Act, and Federal Employers Liability Act.

Commercial or Comprehensive General Liability. Coverage must include:

- a. \$2,000,000 combined limit per occurrence for bodily injury, personal injury, and property damage.
- b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement, broad form property damage, explosion, collapse, and underground hazard coverage and independent's coverage.
- c. Additional Insured. Authority must 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.

Design-Builder's General Liability Coverage shall include completed operations and product liability coverages and must include property under the care, custody, and control of Design-Builder:

- a. General Aggregate \$2,000,000
- b. Products – Completed Operations Aggregate per Job \$2,000,000
- c. Personal and Advertising Injury \$2,000,000
- d. Each Occurrence (Bodily Injury and Property Damage) \$2,000,000
- e. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.

Comprehensive Automobile Liability. Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

- a. \$1,000,000 combined single limit per accident for bodily injury and property damage.
- b. Owned Vehicle.
- c. Hired and Non-Owned Vehicles.
- d. Employee Non-Ownership.
- e. Additional Insured. Authority must 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.

Design-Builder's Property Insurance Design-Builder shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof.

1. This insurance shall:

- a. include the interest of Owner, Design-Builder, DB-Related Entities, and the officers, directors, partners, employees, agents and other consultants and Subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
- 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 Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work;
- e. allow for partial utilization of the Work by Owner;
- f. include testing and startup; and
- g. be maintained in effect until Final Acceptance unless otherwise agreed to in writing by Owner and Design-Builder with thirty (30) calendar days written notice to each other additional insured to whom a certificate of insurance has been issued.

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

Excess or Umbrella Liability This insurance shall protect Design-Builder, DB-Related Entities, Owner, and Owner Indemnitees as additional insureds, against claims in excess of the limits provided under workers' compensation and employers' liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits.

- 1) General Aggregate \$20,000,000
- 2) Each Occurrence \$20,000,000

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 5, 2022

REGULAR AGENDA
ITEM 8

Peace River Regional Reservoir No. 3 (PR³) - Project Update

Presenters -

Terri Holcomb, Director of Engineering
Katie Duty, Project Manager - HDR

Recommended Action -

Status Update - This item is presented for the Board's information and no action is required.

The Peace River Regional Reservoir No. 3 Project (PR³) will develop a new 9 BG off-stream reservoir on the RV Griffin Reserve. The project also includes a new pumping station on the Peace River and pipelines connecting a new pump station with the expanded reservoir system. Work Order No. 1, the Feasibility and Siting Phase for the Project is complete and the Consultant, HDR Engineering, Inc. (HDR) presented their findings and recommendations for the sizing, siting, and configuration of the project components to the Board at the December 1, 2021, meeting. At the February 2, 2022, meeting, the Board approved HDR to proceed with the Preliminary Design, Permitting, and Third-Party Review Phase of the Project.

Work Order No. 2 'Peace River Regional Reservoir (PR³) Project Preliminary Design, Permitting and Third-Party Review' will advance the project through the preliminary design phase and includes robust geotechnical, surveying, and bathymetry investigations to inform the design development. This Phase of the project also includes the submittal of the Environmental Resource Permit (ERP) and 404 Permit applications which will correlate to approximately 60% design for civil and geotechnical disciplines, with other disciplines developed to approximately 30% level of design. The fee for Work Order No. 2 is \$7,249,699. The Project is currently on schedule and on budget.

HDR will provide the first update to the Board on this Phase of the PR³ project including a review of the 15% Design documents, Draft Basis of Design Report (BODR) and updated cost estimates for the project components.

Budget Action: No Action Needed

Attachments:

Presentation Materials



Peace River Regional Reservoir No. 3 (PR³)

Project Update for Preliminary Design, Permitting and 3rd Party Review Phase
October 5, 2022



1



- 01 PR³ Project Overview**
- 02 Design Updates**
- 03 Conceptual Design Cost Update**
- 04 Next Steps and Questions**

2



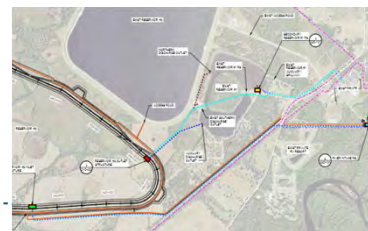
01

PR³ Project Overview

3

Project features include:

- Reservoir No.3 with 9-billion-gallons of storage
- River intake pump station
- Pipelines connecting new infrastructure to existing
- Pump station from Res No. 1 to the treatment plant & rehab of existing pump station

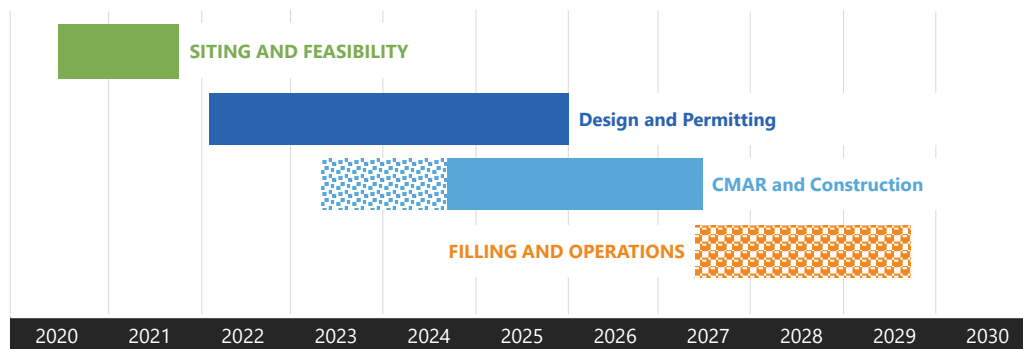


10/05/2022

4

4

Anticipated to be Online for the 2027 Wet Season

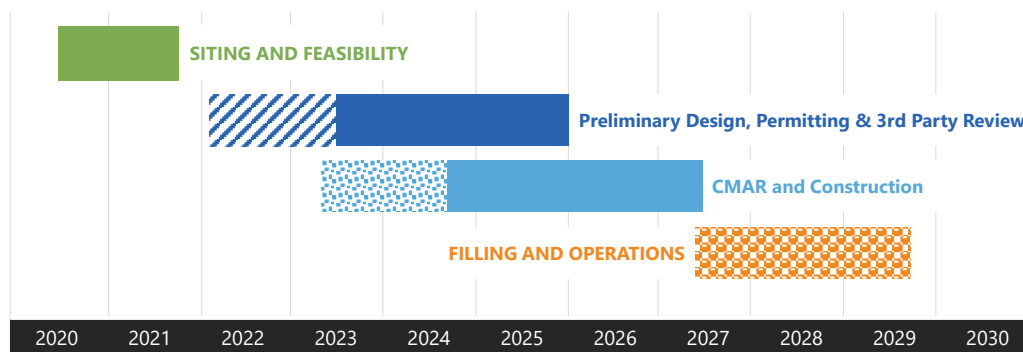


10/05/2022

5

5

Anticipated to be Online for the 2027 Wet Season



- Phase began March 2022, concludes June 2023
- Provides preliminary design for project features (location, size and configuration)
- Progresses approach for permitting and mitigation: permit applications submitted by end of this phase
- Updates cost estimates for construction
- Advances Authority's goal to achieve Envision Platinum verification for the project



10/05/2022

6

6



02

Design Update

7

Design Updates

Major components included in 15% Design Milestone:

- Conveyance:
 - 2.9 miles of 84-inch pipeline
 - 2.3 miles of 54-inch pipeline
 - 0.6 miles of 36-inch pipeline
- 5 Miles of 42-foot high reservoir embankment
- 138 MGD River Pump Station with five 700 HP pumps
- 57 MGD Reservoir Pump Station with five 200 HP pumps
- Other ancillary and appurtenant project features for connection between new infrastructure and existing PRF



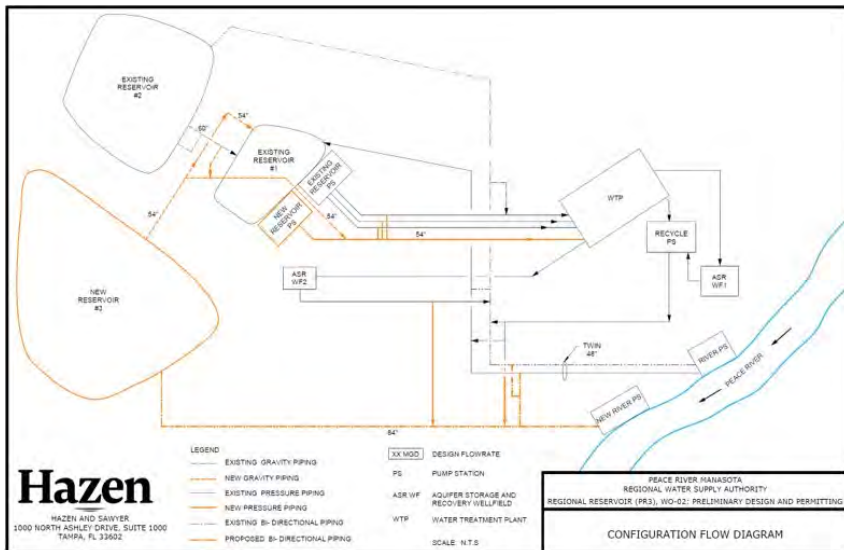
10/05/2022

8

8

Conveyance

- Evaluated range of solutions with increasing flexibility to move water between storage and the PRF
- Includes improved gravity flow to the plant
- Includes two crossings at Kings Highway



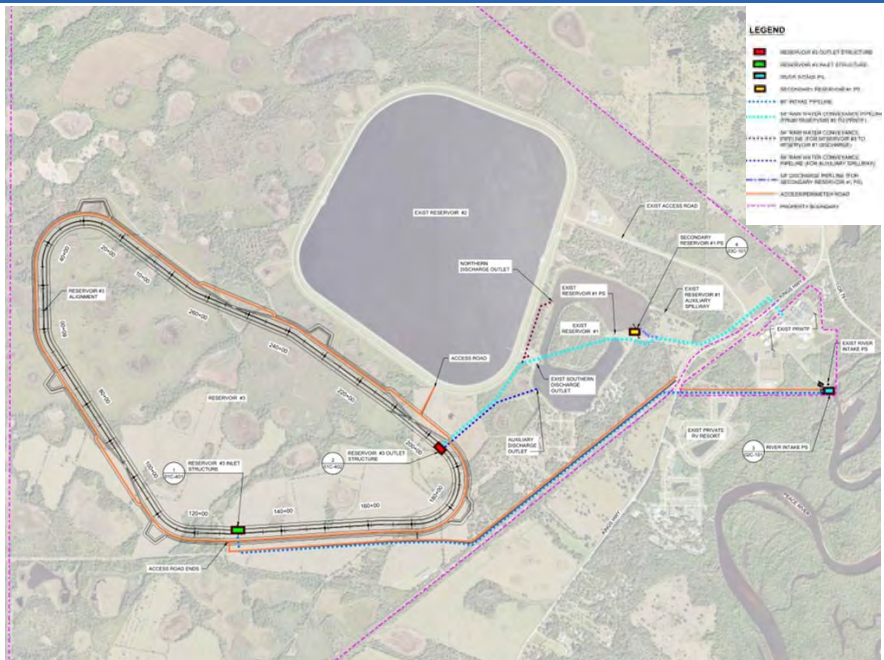
10/05/2022

9

9

Reservoir

- 9 BG storage volume
- Assumed similar operating range and cross-section as Reservoir No. 2
- Avoids previous mitigation area on northern portion of property and minimizes high-quality forested wetlands



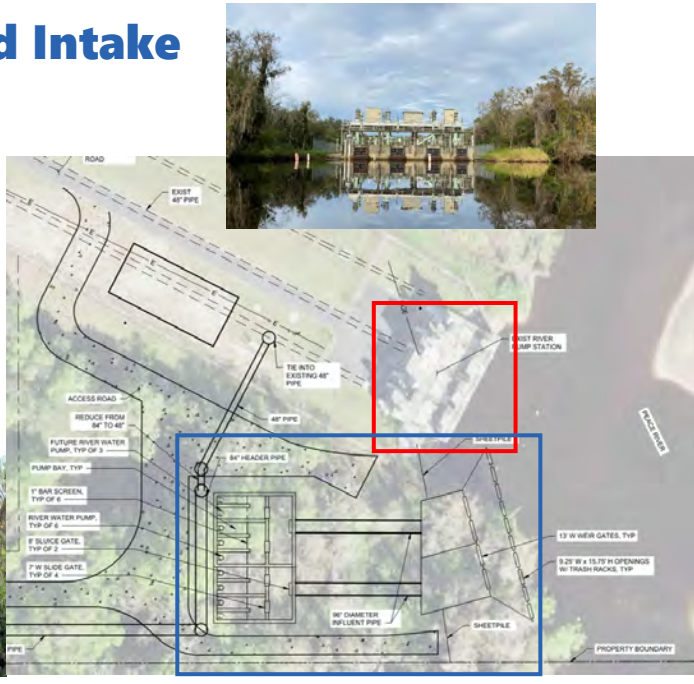
10/05/2022

10

10

River Pump Station and Intake

- Located South of the existing pump station
- Includes 5 pumps for current needs (138 MGD) and space for future growth to eventually replace the existing capacity
- Land adjacent to river is in a state trust with strict conservation easement



11

Reservoir Pump Station and Intake

- Includes 5 pumps (57 MGD)
- Location supplements existing pump station to allow water to be pulled from different sides of Reservoir No. 1
- Allows for maintenance of operations during construction
- Provides for future projects by rehabilitating the existing pump station



12

Site Characterization

Field activities

- Wetland Delineation: complete, need to verify with regulatory agencies
- Monitoring Wells: installed and data being collected
- Borings and test pits: completed until wet season ends
- Soil testing data analysis: being processed
- Site topographic survey: in progress
- Bathymetric survey: completed
- Geophysical investigation: will be conducted in fall



10/05/2022



13

Environmental Impacts

Wetland Mitigation

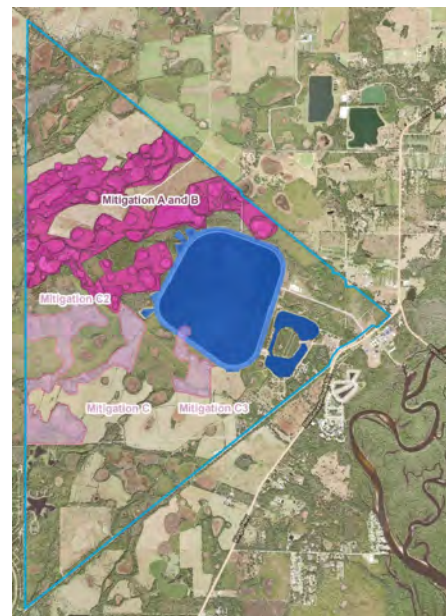
- Mitigation needs for herbaceous and forested wetlands in both Myakka and Peace Basins.
- Footprint avoids some high-quality forested wetlands
- Evaluating range of solutions including combinations of:
 - Maximize on-site wetland creation
 - Create wetlands on adjacent properties
 - Purchase bank credits, as needed
 - Regional partnerships

Species Investigation

- Threatened and Endangered species surveying and permitting is ongoing



10/05/2022



14

14

Wetland Mitigation – Current Estimates

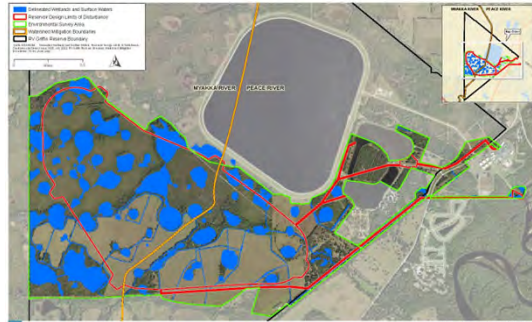
Estimates of Functional Loss

Feasibility 15% Design

| Forested | | |
|-----------------------------|------------|------------|
| Myakka | 23 | 27 |
| Peace | 11 | 26 |
| Contingency* | 5 | |
| Subtotal of Forested | 39 | 53 |
| Herbaceous | | |
| Myakka | 79 | 93 |
| Peace | 30 | 11 |
| Contingency* | 17 | |
| Subtotal of Forested | 126 | 104 |

*Contingency to capture anticipated changes in UMAM scores and secondary effects

- All wetlands in vicinity of reservoir, pipelines and pump stations have been delineated
- Increases from Feasibility to 15% Design are due to sizing and siting of all project features

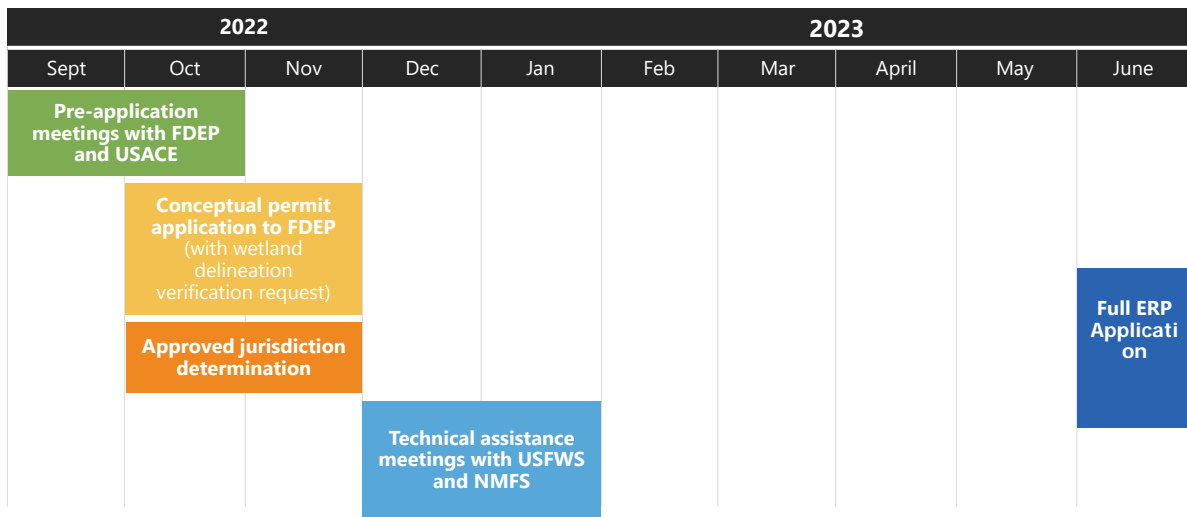


10/05/2022

15

15

Permitting



10/05/2022

16

16



03

Conceptual Design Cost Update

17

Design Updates

Major components included in 15% Design Milestone:

- Conveyance:
 - 2.9 miles of 84-inch pipeline
 - 2.3 miles of 54-inch pipeline
 - 0.6 miles of 36-inch pipeline
- 5 Miles of 42-foot high reservoir embankment
- 138 MGD River Pump Station with five 700 HP pumps
- 57 MGD Reservoir Pump Station with five 200 HP pumps
- Other ancillary and appurtenant project features for connection between new infrastructure and existing PRF



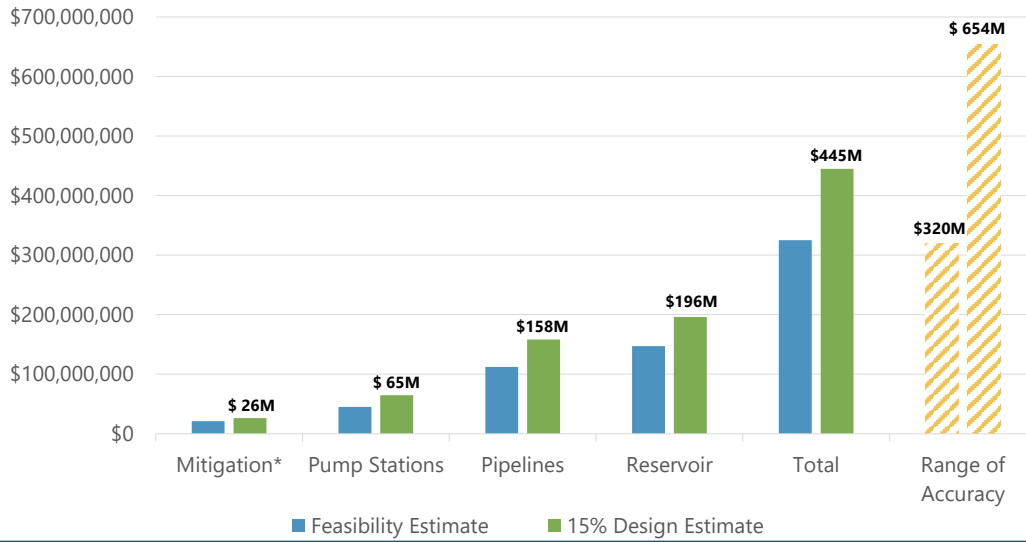
10/05/2022

18

18

Conceptual Design - Construction Cost Estimate

(15% Design: -30 to +50%)



10/05/2022

19

19



9/16/2022

Peace River Reservoir

20

04

Next Steps and Questions

20

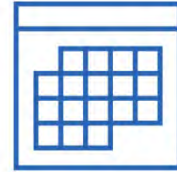
Next Steps

2022

- Complete site characterization (geotechnical, geological, topographic): Q4 2022
- Value Engineering and Best Value Reviews: Q4 2022
- Conceptual Permit Application: November 2022

2023

- 30% Design and updated cost estimate: January 2023
- Continue Envision verification efforts as design advances
- Full Permit Applications: Summer 2023



PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 5, 2022

REGULAR AGENDA
ITEM 9

Regional Water Treatment Plant Expansion Project Update

Presenter - Mike Knowles, Engineering & Projects Sr. Manager

Recommended Action - **Status Update** – This item is presented for the Board’s information and no action is required.

The Authority owns and operates the Peace River Facility (PRF) surface water treatment plant located in southwest DeSoto County at 8998 SW County Rd 769 in Arcadia, FL. The PRF finished water treatment capacity is 51 million gallons per day (mgd). The Authority intends to expand the PRF finished water treatment capacity up to approximately 24 mgd as part of the ongoing 5-year Capital Improvement Program. The Authority recently completed a PRF capacity increase evaluation for various treatment configuration options. The top-ranked option involved a stand-alone treatment system co-located with the existing process trains (i.e., Plants 1 – 4) which included inclined plate settlers and ceramic membranes as part of the overall treatment process (May 2022).

The Authority will be seeking cooperative capital funding for the PRF expansion through the Southwest Florida Water Management District (SWFWMD). To meet SWFWMD documentation requirements for the Cooperative Funding Initiative application process, a Design Criteria Plan (DCP) with sufficient detail as defined by SWFWMD is required on or before October 2023 to keep the project on schedule. The project delivery method is undetermined at this time and may proceed as a conventional “Design-Bid- Build” (DBB) method, or an alternative delivery method that may include either a “Construction Manager-At-Risk” (CMAR), “Progressive Design-Build” (PDB) or a “Fixed-Price Design-Build” (FPDB).

The DCP will be developed through the Authority’s Owner’s Agent, Brown and Caldwell for the planned PRF expansion to support the overall project delivery process for this capital project. This Work Order will be presented to the Board at the December 2022 meeting and will include pilot-testing for the inclined plate settlers and membrane filter technologies necessary to support the DCP development.

Budget Action – No action is needed at this time

Attachments:

Presentation Materials



Regional Water Treatment Plant Expansion Project Update

Regular Agenda Item 9

October 5, 2022



1



- 01 Background**
- 02 Design Criteria Package**
- 03 Next Steps & Schedule**

2



01 Background

April 6, 2022

Capacity Optimization Study

Treatment Alternatives Evaluated (Info. Only)

June 1, 2022, Board Meeting

Capacity Optimization Study

Treatment Alternatives Ranking (Info. Only)

August 3, 2022, Board Meeting

Surface Water Supply Expansion Project (PR3 +
WTP Expansion) Board Approval

3



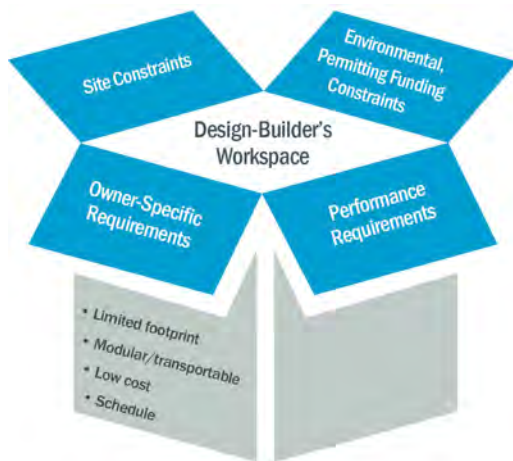
01 Background

02 Design Criteria Package

03 Next Steps & Schedule

4

How Design Criteria applies to Treatment Plant Projects



- ✓ Site boundaries
- ✓ Environmental & Permitting requirements
- ✓ Finance and budget considerations
- ✓ Technical performance requirements
- ✓ Specific Authority requirements

5

5



Pilot Testing Experience

CEPT pilot
King County WWTP
\$200k



Anaerobic selector pilot
King County WWTP
\$120k



Demon anammox pilot
Pierce County WWTP
\$200k



Biological aerated filter pilot
City of San Diego
\$1.3M



Full-scale application
Brightwater WWTP
1st in U.S.
\$2M



Full-scale application
King County South Plant
2nd in U.S.
\$1M



Full-scale application
Chambers Creek WWTP
\$6M



Full-scale application
Point Loma WWTP
Largest in U.S.
\$450M

6

6



Design Criteria Package

- ✓ Codes and standards
- ✓ Performance requirements
- ✓ Minimum technical design criteria
- ✓ Site and construction constraints
- ✓ Startup, Commissioning, and Acceptance Test requirements
- ✓ O&M and Training Requirements
- ✓ Preliminary list of required Permits and Approvals

Meets SWFWMD
Cooperative
Funding Timeline

Meets SWFWMD
3rd Party Review

DCP

Allows for Multiple
Procurement
Options

Verifies Technology
Works w/ Peace
River Facility

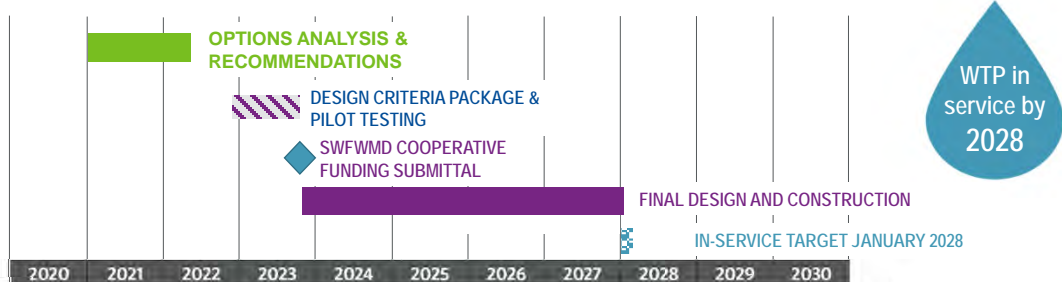
7



- 01 Background
- 02 Design Criteria Package
- 03 Next Steps & Schedule**

8

03 Next Steps and Schedule



- ✓ WTP Capacity Optimization Study – Alternatives Evaluated (Info. Only) – April 2022
- ✓ WTP Capacity Optimization Study – Alternatives Ranked (Info. Only) – June 2022
- ✓ Board Approval of PR3 & WTP Expansion – August 2022
- ✓ Design Criteria Package & Pilot Testing Approach (Info. Only) – October 2022
 - Design Criteria Package & Pilot Testing Work Order for Board Approval – December 2022
 - Procurement, Design, and Construction Phases Begin – October 2023
 - Substantial Construction Completion – January 2028

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 5, 2022

REGULAR AGENDA
ITEM 10

**New Water Allocations and Contracting for Surface Water Supply Expansion
Project at the Peace River Facility**

Presenter - Mike Coates, Executive Director
Douglas Manson, General Counsel

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

The Master Water Supply Contract (MWSC) establishes the process by which Customers request, and the Authority develops new water supplies to meet Customer needs. New supply capacity to be developed within the next seven (7) years is identified in "Exhibit C" of the MWSC. A revised "Exhibit C" reflecting New Water Supply Demands identified in the 2023-2042 Customer projections is shown in Tab A. While new supply needs identified for 2029 in "Exhibit C" total 3.03 MGD, Customer-projected need for new regional supply capacity continues to increase through the 20-year planning period, reaching 15 MGD by 2037, and a projected 24 MGD by 2042. The majority of the new supply need is proposed to be met through an expansion of the surface water supply system at the Peace River Facility.

Staff will discuss MWSC modification and funding decisions required to move new supply project work ahead.

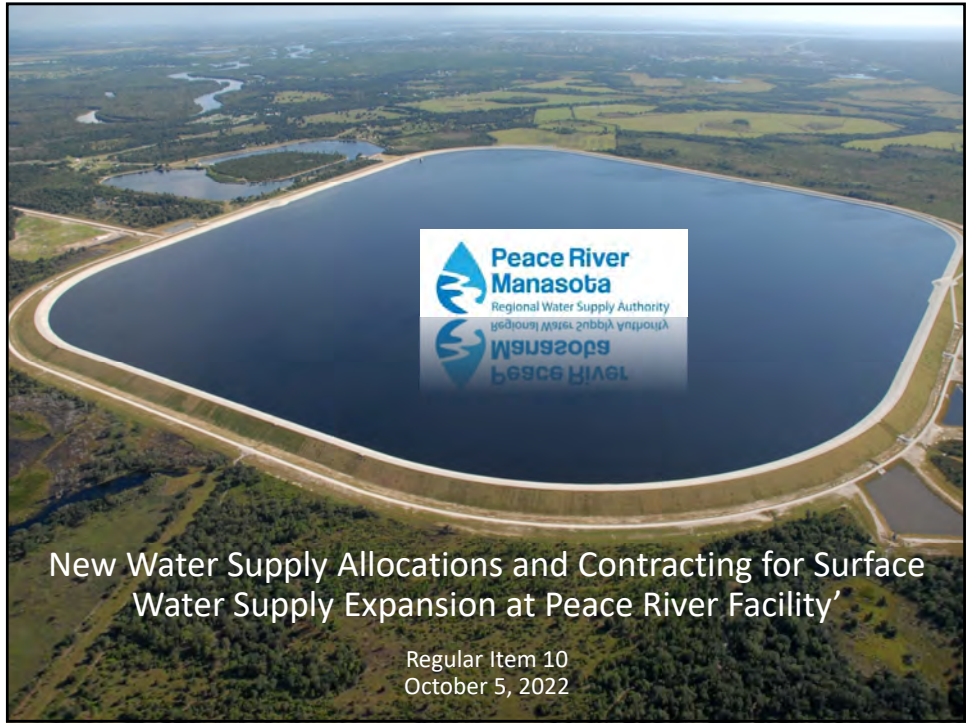
Budget Action: No action needed

Attachments:

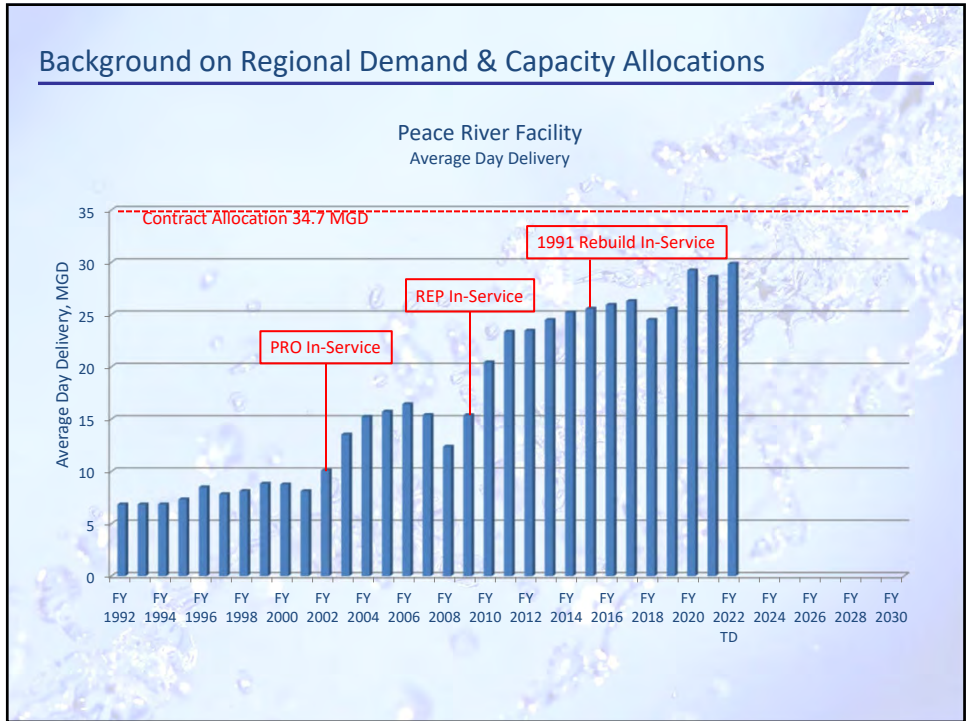
Tab A Presentation Materials

Tab B Revised "Exhibit C" for Master Water Supply Contract

TAB A
Presentation Materials



1

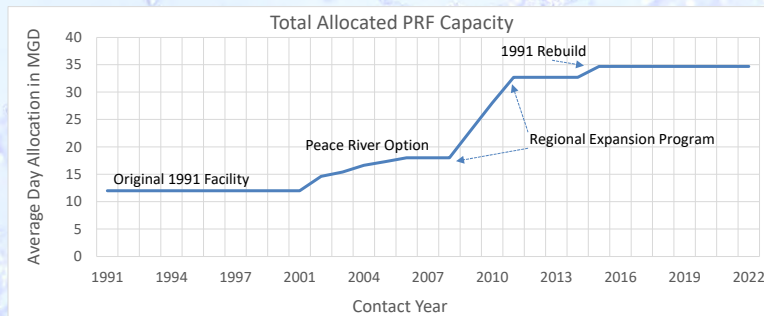


2

Future Water Supply Procedure

Past Projects, Capacity Allocations & MWSC Amendments

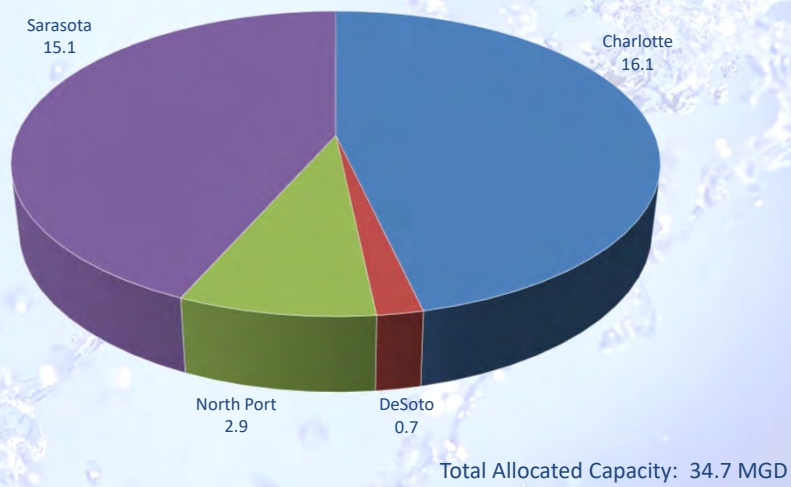
| Project | Charlotte | DeSoto | Sarasota | North Port | Total |
|----------------------------|---------------|--------------|---------------|--------------|---------------|
| Original PRF (1991) | 10.758 | 0.050 | 0.000 | 1.192 | 12.000 |
| Peace River Option (PRO) | 2.000 | 0.500 | 3.500 | 0.000 | 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 |
| Total | 16.100 | 0.675 | 15.060 | 2.865 | 34.700 |



3

Background on Regional Demand & Capacity Allocations

PRF Water Allocations



4

Future Water Supply Procedure

MWSC New Water Supply Demands (Current Exhibit C)

- Based on Customer annual requests
- Provides 7-Year timeframe for new supply development
- Includes Average Day, Peak Month and Maximum Day Q's
- No changes to Exhibit "C" for 2016-2022

EXHIBIT "C"
New Water Supply Demands
(approved 2018)

| Fiscal Year | Annual Average Daily Quantity (MGD) | | | | | Total |
|-------------|-------------------------------------|---------------|-----------------|-----------------|--------------------|-------|
| | Charlotte County | DeSoto County | Marlboro County | Sarasota County | City of North Port | |
| 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 |

| Fiscal Year | Peak Month Average Daily Quantity (MGD) | | | | | Total |
|-------------|---|---------------|-----------------|-----------------|--------------------|-------|
| | Charlotte County | DeSoto County | Marlboro County | Sarasota County | City of North Port | |
| 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 |

| Fiscal Year | Maximum Daily Quantity (MGD) | | | | | Total |
|-------------|------------------------------|---------------|-----------------|-----------------|--------------------|-------|
| | Charlotte County | DeSoto County | Marlboro County | Sarasota County | City of North Port | |
| 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).

5

Future Water Supply Procedure

Exhibit C – New Water Supply Demands

"... by submitting its projections 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 20-Year Demand (Source - 10/05/2005 MWSC Section 11.2).

- New Water Supply Demands are identified in MWSC Exhibit C
- Exhibit C intended to be amended annually – or otherwise as necessary to meet Customer needs
- Contract provides a 7-year window to develop requested new supply capacity

7-Year Supply Development Window



6

Draft Revisions of Exhibit "C"

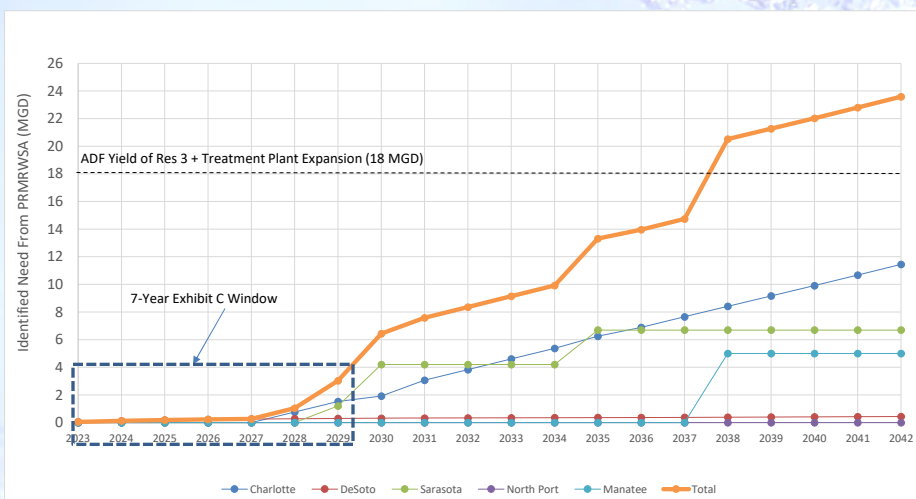
| Year | Charlotte | DeSoto | Manatee | Sarasota | N. Port | Total |
|------|-----------|--------|---------|----------|---------|-------|
| 2022 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2023 | 0.00 | 0.05 | 0.00 | 0.00 | 0.00 | 0.05 |
| 2024 | 0.00 | 0.12 | 0.00 | 0.00 | 0.00 | 0.12 |
| 2025 | 0.00 | 0.18 | 0.00 | 0.00 | 0.00 | 0.18 |
| 2026 | 0.00 | 0.23 | 0.00 | 0.00 | 0.00 | 0.23 |
| 2027 | 0.00 | 0.26 | 0.00 | 0.00 | 0.00 | 0.26 |
| 2028 | 0.76 | 0.28 | 0.00 | 0.00 | 0.00 | 1.04 |
| 2029 | 1.53 | 0.30 | 0.00 | 1.20 | 0.00 | 3.03 |

7 Yr.

7

Customer Requests for New Regional Supply

2023 – 2042 Customer New Demand on Regional Facilities



8

Future Water Supply Procedure

New Supply Development & Assignment of Allocations

"When the Authority approves a new Water Supply Source project, it shall issue addendum to the following (Source - October 5, 2005 MWSC Page 17, Section 11.3):

- (1) 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

EXHIBIT "B"
Water Allocation
(approved 2015)

| Contract Fiscal Year | Annual Average Daily (MGD) | | | | Total |
|----------------------|----------------------------|---------------|-----------------|--------------------|--------|
| | Charlotte County | DeSoto County | Sarasota County | City of North Port | |
| FY05 | 12,758 | 0,931 | 3,948 | 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 | 15,000 | 2,885 | 34,700 |
| Remaining Years* | 16,100 | 0,675 | 15,000 | 2,885 | 34,700 |

EXHIBIT "F"
COST ALLOCATION PERCENTAGES

| | Charlotte | DeSoto | Sarasota | North Port |
|---|-----------|--------|----------|------------|
| Peace River Regional Water Treatment Facility (1991 Facility) Cost Allocation | 89.0% | 0.4% | 0.0% | 9.6% |
| PRD Cost Allocation | 33.33% | 8.33% | 58.34% | 0.00% |
| RRP Cost Allocation* | 17.21% | 0.81% | 61.52% | 19.20% |

* The RRP cost allocation percentages were applied to the total overall facility payment to Charlotte for the RRP. However, Charlotte paid in advance for its portion of that payment by the remaining participating Consumers in accordance 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%.

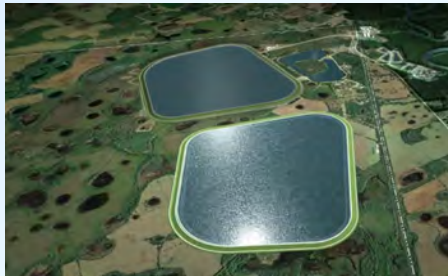
EXHIBIT "H"
Water Allocation by Project

| | Charlotte | DeSoto | Sarasota | North Port |
|-----------------------------------|-----------|--------|----------|------------|
| Peace River Regional Water Supply | 10,758 | 0,000 | 0,000 | 1,192 |
| PRD Water Allocation | 2,000 | 0,300 | 3,500 | 0,000 |
| RRP Water Allocation | 3,342 | 0,125 | 9,725 | 1,508 |

9

Projects and Quantities Available to Meet New Supply Needs

PR3 Project



- New 9 BG Reservoir
- New River Pump Station & Pipeline

PRF Treatment Expansion



- Adds 4.6-24 MGD Treatment Capacity
- Conventional & Membrane Options Available

Up to 18 MGD Avg Day Yield

10

Estimated Project Costs

| Project | Prior Cost Estimate | Current Cost Estimate |
|-------------------------|---------------------|-----------------------|
| Reservoir No. 3 Project | \$ 344M | \$ 559M |
| 24 MGD WTP Expansion | \$ 103M | \$ 103M |
| Total | \$ 447M | \$ 662M |

11

Next Steps

- Customers Approve Revised Master Water Supply Contract including Exhibit “C”
- In-Depth Discussion December 7, 2022 Meeting
 - Identify Cost Saving Measures
 - Consider Funding Options
 - Evaluate Rate Impacts
- Establish Path Forward

12



13

TAB B
Revised “Exhibit C” for Master Water Supply Contract

Revised Exhibit "C" Annual Average Day (MGD)

| Year | Charlotte | DeSoto | Manatee | Sarasota | N. Port | Total |
|------|-----------|--------|---------|----------|---------|-------|
| 2022 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2023 | 0.00 | 0.05 | 0.00 | 0.00 | 0.00 | 0.05 |
| 2024 | 0.00 | 0.12 | 0.00 | 0.00 | 0.00 | 0.12 |
| 2025 | 0.00 | 0.18 | 0.00 | 0.00 | 0.00 | 0.18 |
| 2026 | 0.00 | 0.23 | 0.00 | 0.00 | 0.00 | 0.23 |
| 2027 | 0.00 | 0.26 | 0.00 | 0.00 | 0.00 | 0.26 |
| 2028 | 0.76 | 0.28 | 0.00 | 0.00 | 0.00 | 1.04 |
| 2029 | 1.53 | 0.30 | 0.00 | 1.20 | 0.00 | 3.03 |

Revised Exhibit “C” Peak Monthly Average Day

| Year | Charlotte | DeSoto | Manatee | Sarasota | N. Port | Total |
|------|-----------|--------|---------|----------|---------|-------|
| 2022 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2023 | 0.00 | 0.06 | 0.00 | 0.00 | 0.00 | 0.06 |
| 2024 | 0.00 | 0.14 | 0.00 | 0.00 | 0.00 | 0.14 |
| 2025 | 0.00 | 0.22 | 0.00 | 0.00 | 0.00 | 0.22 |
| 2026 | 0.00 | 0.28 | 0.00 | 0.00 | 0.00 | 0.28 |
| 2027 | 0.00 | 0.31 | 0.00 | 0.00 | 0.00 | 0.31 |
| 2028 | 0.91 | 0.34 | 0.00 | 0.00 | 0.00 | 1.25 |
| 2029 | 1.84 | 0.36 | 0.00 | 1.44 | 0.00 | 3.64 |

Revised Exhibit "C" Maximum Day (MGD)

| Year | Charlotte | DeSoto | Manatee | Sarasota | N. Port | Total |
|------|-----------|--------|---------|----------|---------|-------|
| 2022 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2023 | 0.00 | 0.07 | 0.00 | 0.00 | 0.00 | 0.07 |
| 2024 | 0.00 | 0.17 | 0.00 | 0.00 | 0.00 | 0.17 |
| 2025 | 0.00 | 0.25 | 0.00 | 0.00 | 0.00 | 0.25 |
| 2026 | 0.00 | 0.32 | 0.00 | 0.00 | 0.00 | 0.32 |
| 2027 | 0.00 | 0.36 | 0.00 | 0.00 | 0.00 | 0.36 |
| 2028 | 1.06 | 0.39 | 0.00 | 0.00 | 0.00 | 1.45 |
| 2029 | 2.14 | 0.42 | 0.00 | 1.68 | 0.00 | 4.24 |

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 5, 2022

CHAIRMAN'S REPORT

Presenter -

Commissioner Alan Maio, Chairman

- 1. Annual Review of Executive Director**
- 2. Awards**

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 5, 2022

GENERAL COUNSEL'S REPORT

Presenter -

Douglas Manson, General Counsel

Recommended Action -

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

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 5, 2022

EXECUTIVE DIRECTOR'S REPORT

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
October 5, 2022

ELECTION OF OFFICERS

Recommended Action -

Election of Officers

In accordance with the Interlocal Agreement creating the Authority, the Authority Board is to elect one Director as chairman and one Director as vice-chairman. The chairman is to be elected for the term of one year. There are no term limits and current officers are eligible for re-election. The officers elected to chairman and vice-chairman will assume the respective positions at the next Board meeting.

Attachments:

Authority Board of Directors Officers Historical Listing

Peace River Manasota Regional Water Supply Authority

**AUTHORITY BOARD OF DIRECTORS OFFICERS
HISTORICAL LISTING**

| Term of Office | Chairman | County | Vice Chairman | County |
|-----------------------|-----------------------|---------------|-----------------------|---------------|
| 02/26/82 - 08/24/83 | Edward W. Chance | Manatee | Wayne Terry | DeSoto |
| 08/24/83 - 03/27/85 | Col. Franz Ross | Charlotte | T. Mabry Carlton, Jr. | Sarasota |
| 03/27/85 - 02/26/86 | T. Mabry Carlton, Jr. | Sarasota | Ed Johnson | DeSoto |
| 02/26/86 - 03/25/87 | Ed Johnson | DeSoto | Edward W. Chance | Manatee |
| 03/25/87 - 03/30/88 | Edward W. Chance | Manatee | Jack Hufnagel | Charlotte |
| 03/30/88 - 03/22/89 | Jack Hufnagel | Charlotte | Mabry T. Carlton | Sarasota |
| 03/22/89 - 06/10/89 | Mabry T. Carlton | Sarasota | Ed Johnson | DeSoto |
| 06/10/89 - 07/12/89 | Ed Johnson | DeSoto | (vacant) | (vacant) |
| 07/12/89 - 04/04/90 | Ed Johnson | DeSoto | Edward W. Chance | Manatee |
| 04/04/90 - 03/06/91 | Edward W. Chance | Manatee | Jack Lotz | Charlotte |
| 03/06/91 - 03/04/92 | Edward W. Chance | Manatee | Jack Lotz | Charlotte |
| 03/04/92 - 11/15/92 | Jack Lotz | Charlotte | Charlie Richards | Sarasota |
| 11/16/92 - 12/09/92 | (vacant) | (vacant) | Charlie Richards | Sarasota |
| 12/09/92 - 03/02/94 | Charley Richards | Sarasota | RV Griffin | DeSoto |
| 03/02/94 - 11/02/94 | Donald H. Ross | Charlotte | Patricia M. Glass | Manatee |
| 11/02/94 - 01/11/95 | Patricia M. Glass | Manatee | (vacant) | (vacant) |
| 01/11/95 - 03/01/95 | Patricia M. Glass | Manatee | Charlie Richards | Sarasota |
| 03/01/95 - 03/08/96 | Patricia M. Glass | Manatee | Charlie Richards | Sarasota |
| 03/08/96 - 11/07/96 | Patricia M. Glass | Manatee | Charlie Richards | Sarasota |
| 11/07/96 - 03/07/97 | Patricia M. Glass | Manatee | (vacant) | (vacant) |
| 03/07/97 - 03/04/98 | Barbara E. Smith | DeSoto | Raymond A. Pilon | Sarasota |
| 03/04/98 - 11/17/98 | Barbara E. Smith | DeSoto | Raymond A. Pilon | Sarasota |
| 11/17/98 - 12/02/98 | (vacant) | (vacant) | Raymond A. Pilon | Sarasota |
| 12/02/98 - 12/01/99 | Raymond A. Pilon | Sarasota | Adam S. Cummings | Charlotte |
| 12/01/99 - 12/06/00 | Adam S. Cummings | Charlotte | Robert R. Allen | DeSoto |
| 12/06/00 - 12/05/01 | Patricia M. Glass | Manatee | Jerry Hill | DeSoto |
| 15/05/01 - 12/11/02 | Jerry Hill | DeSoto | Shannon Staub | Sarasota |
| 12/11/02 - 12/03/03 | Shannon Staub | Sarasota | Adam S. Cummings | Charlotte |
| 12/03/03 - 12/01/04 | Adam Cummings | Charlotte | Patricia M. Glass | Manatee |
| 12/01/04 - 12/07/05 | Patricia M. Glass | Manatee | Jerry Hill | DeSoto |
| 12/07/05 - 01/07/07 | Jerry Hill | DeSoto | Shannon Staub | Sarasota |
| 01/17/07 - 01/17/08 | Shannon Staub | Sarasota | Adam S. Cummings | Charlotte |
| 01/17/08 - 11/18/08 | Shannon Staub | Sarasota | Jane von Hahmann | Manatee |
| 11/18/08 - 01/17/09 | Shannon Staub | Sarasota | Dick Loftus | Charlotte |
| 01/17/09 - 01/14/10 | Dick Loftus | Charlotte | Jerry Hill | DeSoto |
| 01/14/10 - 11/18/10 | Jerry Hill | DeSoto | John Chappie | Manatee |
| 11/18/10 - 02/02/11 | (vacant) | (vacant) | John Chappie | Manatee |
| 02/02/11 - 12/21/11 | John Chappie | Manatee | Robert Skidmore | Charlotte |
| 12/21/11 - 11/19/12 | Robert Skidmore | Charlotte | Jon Thaxton | Sarasota |
| 01/10/13 - 02/02/14 | Nora Patterson | Sarasota | Elton Langford | DeSoto |
| 02/05/14 - 02/04/15 | Elton Langford | DeSoto | John Chappie | Manatee |
| 02/14/15 - 01/28/16 | John Chappie | Manatee | Christopher Constance | Charlotte |
| 01/28/16 - 02/01/17 | Christopher Constance | Charlotte | Alan Maio | Sarasota |
| 02/17/17 - 04/03/19 | Alan Maio | Sarasota | Elton Langford | DeSoto |
| 04/03/19 - 12/04/19 | Elton Langford | DeSoto | Ken Doherty | Charlotte |
| 12/04/19 - 09/30/20 | Ken Doherty | Charlotte | Priscilla Trace | Manatee |
| 09/30/20 - 12/02/20 | Ken Doherty | Charlotte | Alan Maio | Sarasota |
| 12/02/20 - 11/08/22 | Alan Maio | Sarasota | Elton Langford | DeSoto |

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 5, 2022***

**ROUTINE STATUS REPORTS
ITEM 1**

Hydrologic Conditions Report

MEMORANDUM

Project: Hydrologic Conditions Report
Date: October 5, 2022
TO: Mike Coates, Executive Director
Developed By: Daniel Roberts, Environmental Specialist III

This memorandum summarizes rainfall, surface water conditions, and the Authority's current water storage and supply conditions for the month of August, and the preceding 13-month period.

Rainfall Conditions & Projections

Table 1 summarizes rainfall conditions for the 13-month period from August 1, 2021, through August 31, 2022. Rainfall in the Peace River Basin for the past 12-months totaled 48.83 inches, 3.47 inches below the long-term historical average of 52.30 inches. Rainfall for the month of August 2022 totaled 9.27 inches, a value 1.57 inches above the historical monthly average of 7.70 inches for August.

Table 1 (Peace River Basin Rainfall - Inches)

| Month | Aug-21 | Sep-21 | Oct-21 | Nov-21 | Dec-21 | Jan-22 | Feb-22 | Mar-22 | Apr-22 | May-22 | Jun-22 | Jul-22 | Aug-22 | 12 Mo Total |
|--------------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------------|
| Historical Avg Rainfall ¹ | 7.70 | 7.30 | 3.10 | 1.70 | 1.90 | 2.20 | 2.50 | 2.90 | 2.50 | 4.00 | 8.40 | 8.10 | 7.70 | 52.30 |
| Actual Rainfall ² | 6.31 | 7.78 | 1.57 | 3.40 | 0.78 | 1.20 | 0.66 | 2.91 | 3.53 | 6.60 | 5.80 | 5.32 | 9.27 | 48.83 |
| Diff. Historical vs Actual | -1.39 | 0.48 | -1.53 | 1.70 | -1.12 | -1.00 | -1.84 | 0.01 | 1.03 | 2.60 | -2.60 | -2.78 | 1.57 | -3.47 |

¹ Historical rainfall data are the long-term average of the Winter Haven, Bowling Green, and Joshua at Nocatee Rainfall Stations.

² Actual rainfall data are average values for the Winter Haven, Bowling Green, and Joshua at Nocatee Rainfall Stations.

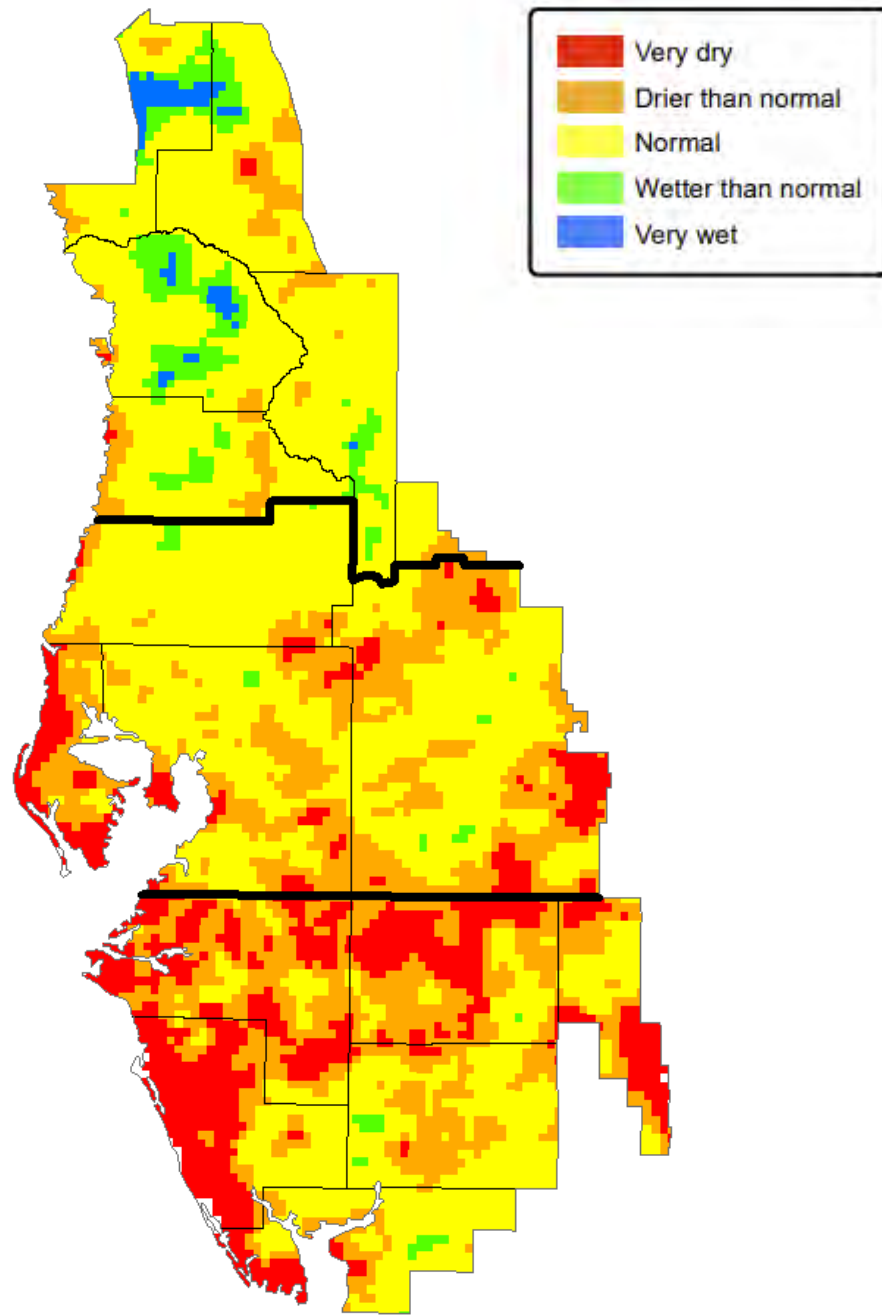
Figure 1 provides region-wide rainfall conditions as reported by SWFWMD for the 12-month period ending August 2022. Data shown for the Authority's 4-county service area indicate near normal to dry conditions for most of Charlotte and DeSoto Counties, and drier than normal to very dry conditions in Sarasota and Manatee Counties. 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 (September-November) are for above-normal temperatures and above-normal rainfall for Southwest Florida. The NOAA/ENSO extended forecast states La Nina conditions are favored to continue through the end of the year and possibly into early 2023.

Figure 1 (SWFWMD Rainfall Conditions Map)

Rainfall Distribution

September 2021 through August 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**) climbed above the historical average in early September 2022 after being below normal for much of 2022.

Figure 2 (Peace River Basin Showing Selected Gauge Locations with ★)

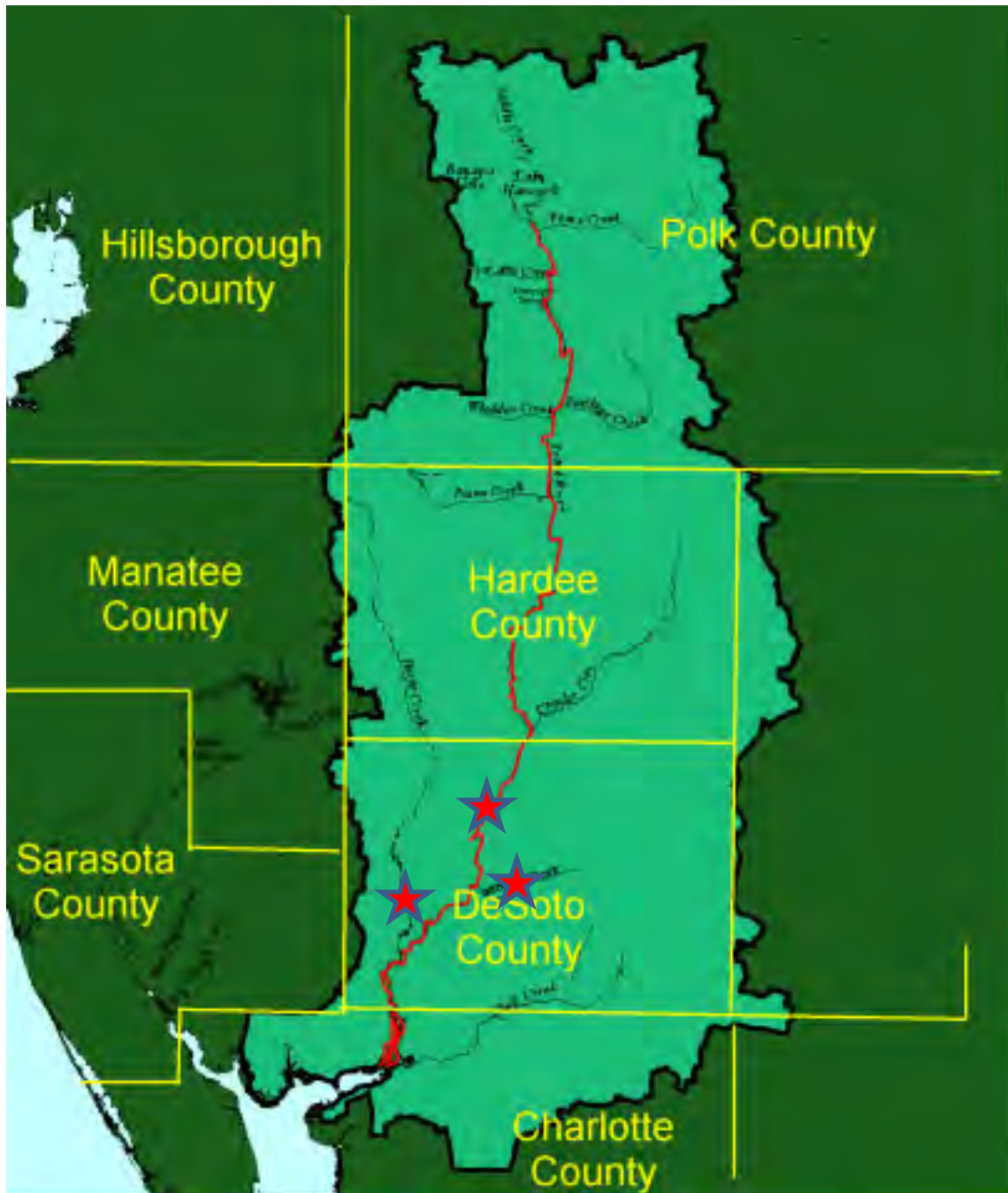
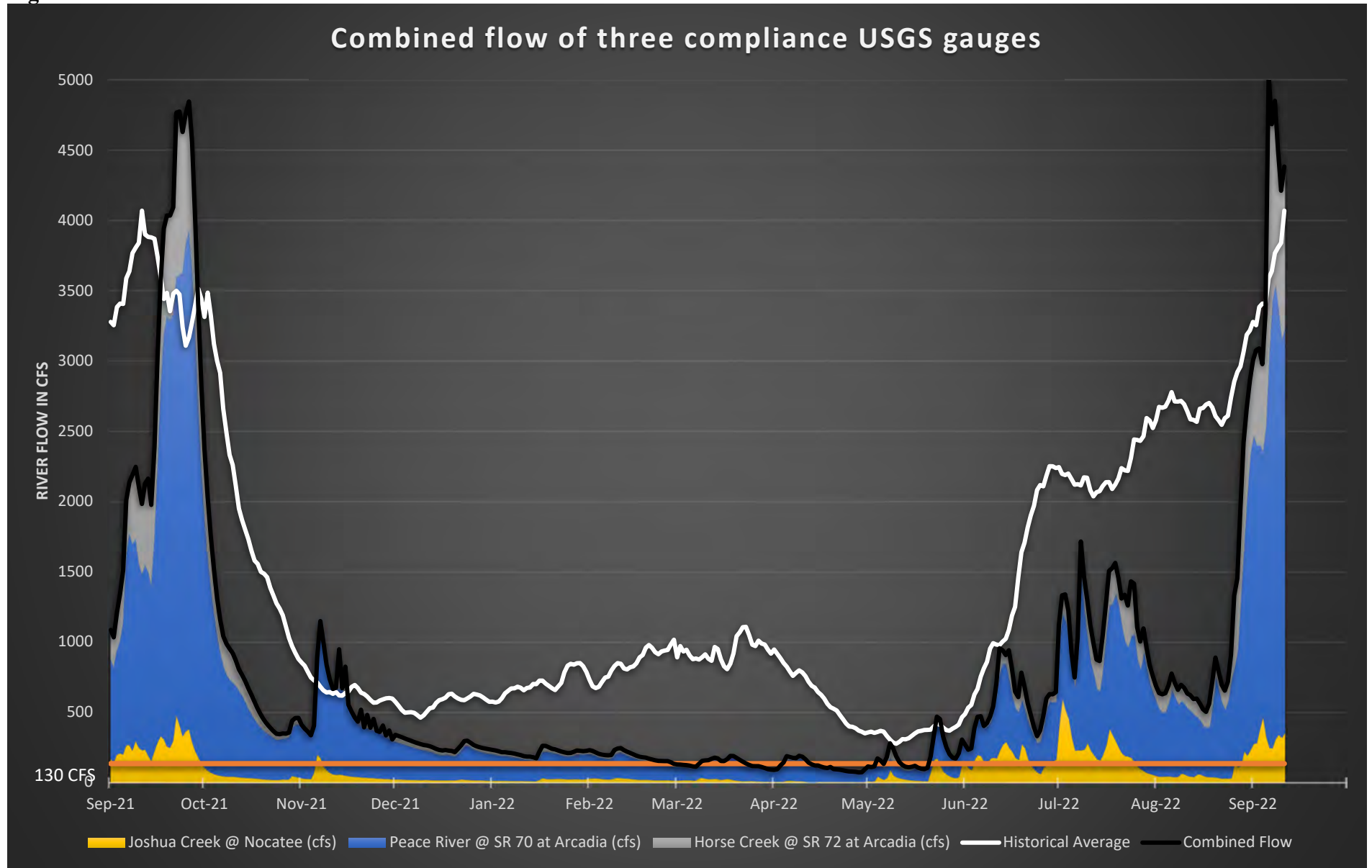


Figure 3



River Withdrawals, Finished Water Production & Demand (August 2021 – August 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 July and leveled off in August because of the onset of the wet season with resultant higher rainfall and higher river flow. River flow and withdrawals remained consistent in July and August. Average withdrawals for August 2022 (61.0 MGD) were 10.2 MGD higher than those that occurred in August 2021 (50.8 MGD).

Figure 4

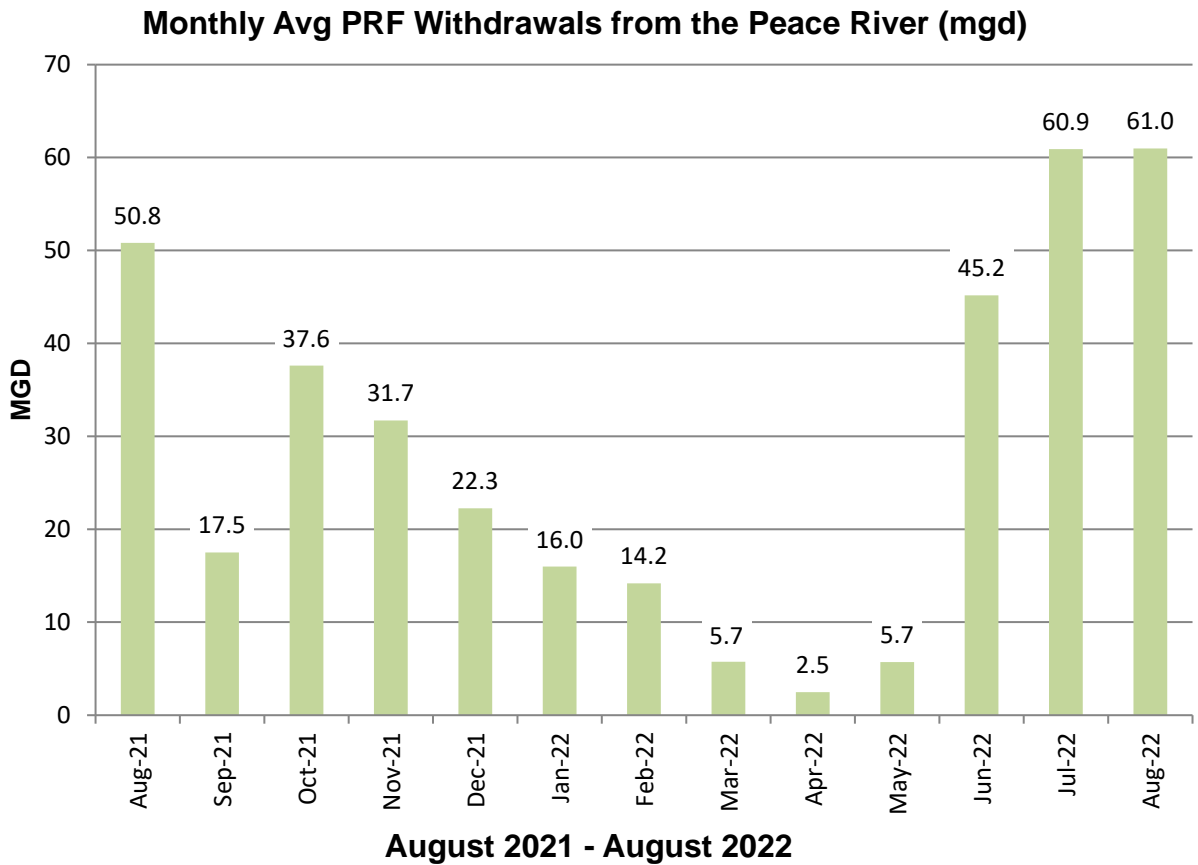
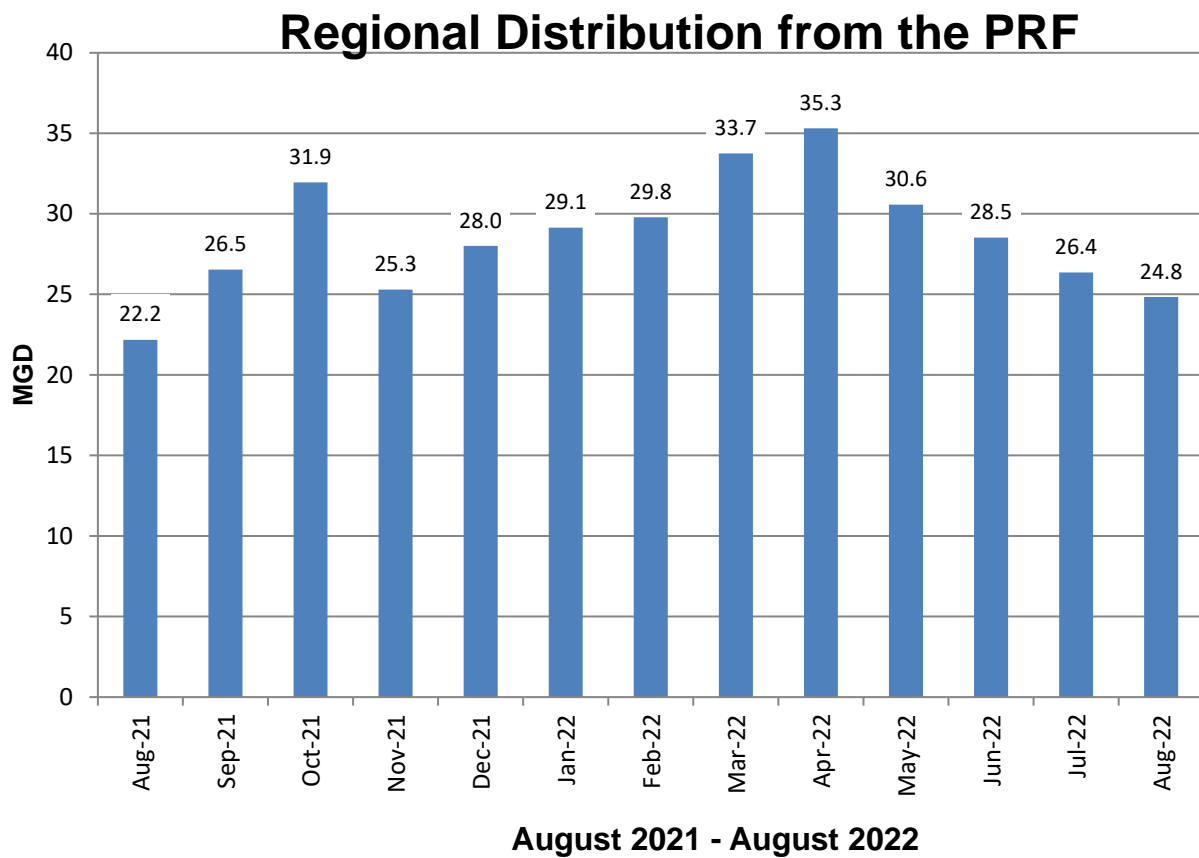


Figure 5 shows average daily finished water distributed to the regional network for each of the last 13-months in MGD. Finished water distribution averaged 24.8 MGD in August, approximately 2.6 MGD more than in August 2021.

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

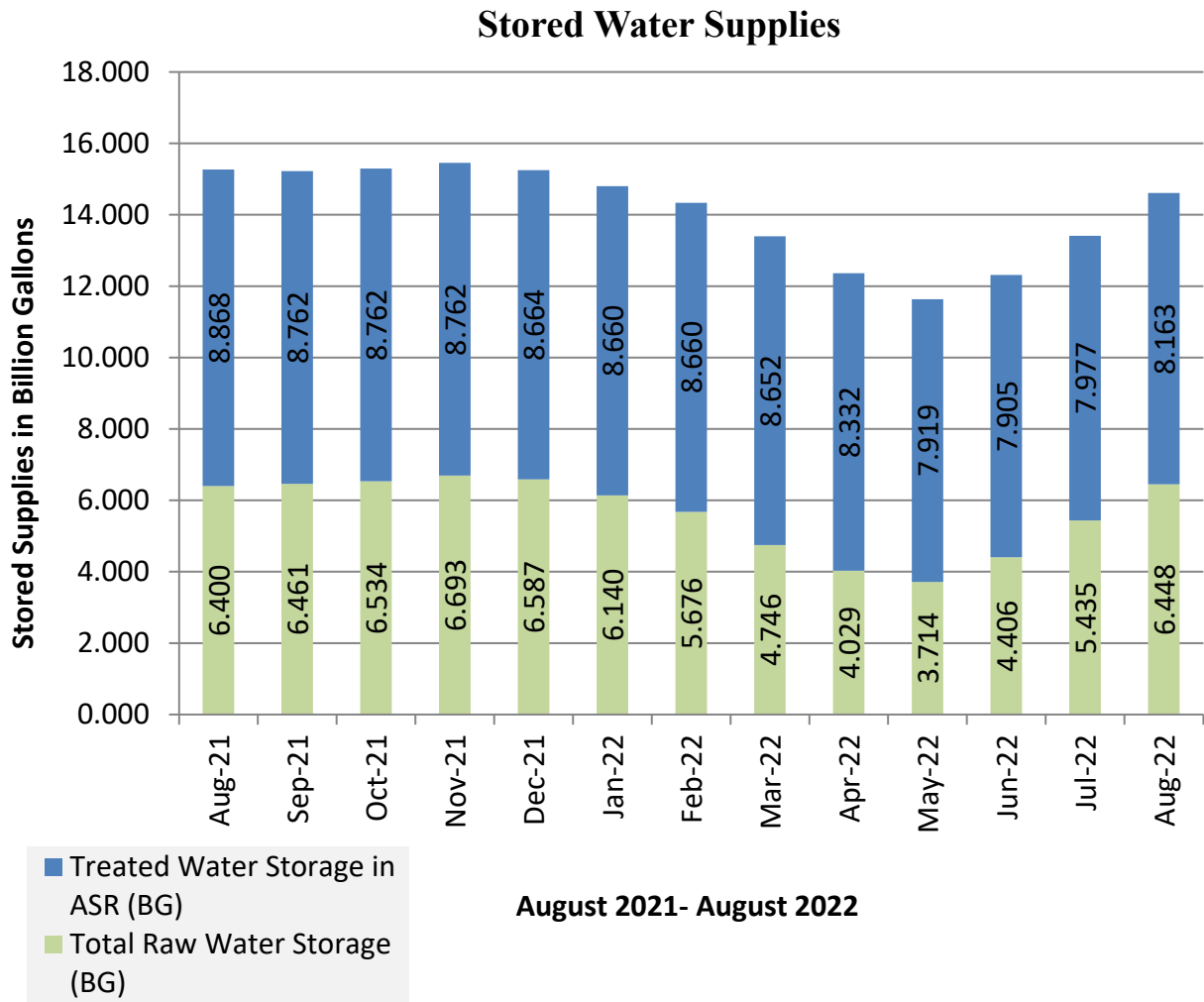
The Authority maintains two large capacity off-stream storage systems at the PRF. The primary storage is raw river water stored in Reservoir No. 1 and No. 2. When the flow in the River is high enough, a small percentage of that flow is harvested at the Authority's river intake pumping facility on the 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 August 31, 2022 was 6.448 BG (99% full), which was marginally more than storage as of August 2021 (6.400 BG).**

The secondary storage option at the PRF is treated water stored in the Aquifer Storage and Recovery (ASR) system. The ASR system has a design storage capacity of 6.3 BG. However, practical storage capacity is substantially higher as evidenced by the 8.16 BG stored in the ASR system as of August 31, 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 was active from early April and to early June totaling 755 MG. ASR Recharge began in July and is continuing as of September 19, 2022, with a total of 258 MG recharged as of August 31, 2022. **Total ASR system storage as of August 31, 2022, was 8.16 BG (1.86 BG greater than design storage capacity), which is 700 MG less than August 2021 (8.86 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 August 31, 2022, was approximately 14.61 BG, approximately 0.657 BG lower than total storage in August 2021 (15.27 BG).**

Figure 6



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 5, 2022***

**ROUTINE STATUS REPORTS
ITEM 2**

Check Registers for July & August 2022

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: JULY & AUGUST 2022**

PUBLIC FUNDS INTEREST CHECKING (PNC)

| Date | Document Number | Payee Name / Description | Amount |
|-------------|------------------------|--|---------------|
| 07/01/2022 | ACH5013 | AECOM TECHNICAL SERVICES INC | \$ 8,525.24 |
| 07/01/2022 | ACH5014 | ALFA LAVAL INC | \$ 12,381.49 |
| 07/01/2022 | ACH5015 | ALLIED UNIVERSAL CORP | \$ 26,620.08 |
| 07/01/2022 | ACH5016 | BENCHMARK ENVIROANALYTICAL INC | \$ 923.50 |
| 07/01/2022 | ACH5017 | Brenntag Mid-South Inc | \$ 28,605.20 |
| 07/01/2022 | ACH5018 | C & S CHEMICALS INC | \$ 35,149.52 |
| 07/01/2022 | ACH5019 | Calgon Carbon Corporation | \$ 618,166.40 |
| 07/01/2022 | ACH5020 | CAROLLO ENGINEERS INC | \$ 25,705.96 |
| 07/01/2022 | ACH5021 | CED - Port Charlotte | \$ 3,984.50 |
| 07/01/2022 | ACH5022 | CenturyLink-6358 | \$ 1,628.71 |
| 07/01/2022 | ACH5023 | CHARLOTTE COUNTY BCC - LANDFILL | \$ 4,633.87 |
| 07/01/2022 | ACH5024 | CINTAS | \$ 99.00 |
| 07/01/2022 | ACH5025 | EARTH BALANCE | \$ 906.16 |
| 07/01/2022 | ACH5026 | Entech Computer Services LLC | \$ 3,250.00 |
| 07/01/2022 | ACH5027 | FEDERAL EXPRESS | \$ 7.66 |
| 07/01/2022 | ACH5028 | Hach Company | \$ 1,840.66 |
| 07/01/2022 | ACH5029 | Hostetler Irrigation Inc | \$ 125.00 |
| 07/01/2022 | ACH5030 | JOHNSON ENGINEERING INC | \$ 12,285.00 |
| 07/01/2022 | ACH5031 | KEETON'S OFFICE & ART SUPPLY | \$ 406.19 |
| 07/01/2022 | ACH5032 | KING ENGINEERING ASSOCIATES INC | \$ 15,712.36 |
| 07/01/2022 | ACH5033 | MADER ELECTRIC INC | \$ 1,116.47 |
| 07/01/2022 | ACH5034 | MCMASTER-CARR SUPPLY CO | \$ 433.41 |
| 07/01/2022 | ACH5035 | MSC INDUSTRIAL SUPPLY CO | \$ 570.60 |
| 07/01/2022 | ACH5036 | NATIONAL BUSINESS FURNITURE, LLC | \$ 538.10 |
| 07/01/2022 | ACH5037 | PROGRESSIVE WATER RESOURCES LLC | \$ 20,075.00 |
| 07/01/2022 | ACH5038 | ShredQuick, Inc. | \$ 134.25 |
| 07/01/2022 | ACH5039 | THE LAKE DOCTORS INC | \$ 2,800.00 |
| 07/01/2022 | ACH5040 | Wade Trim INC | \$ 126,583.28 |
| 07/01/2022 | ADBT070122 | STATE OF FLORIDA DISBURSEMENT UNIT | \$ 444.75 |
| 07/01/2022 | DBT070122 | United States Treasury | \$ 32,146.42 |
| 07/01/2022 | dbt07012022 | Valic | \$ 8,339.05 |
| 07/14/2022 | | QuickBooks Payroll Service | \$ 102,039.58 |
| 07/15/2022 | 39567 | AMAZON | \$ 3,290.61 |
| 07/15/2022 | 39568 | CS3 Waterworks | \$ 4,920.00 |
| 07/15/2022 | 39569 | D M CONSTRUCTION CORP | \$ 13,774.51 |
| 07/15/2022 | 39570 | DAVID CANNON WELL DRILLING INC | \$ 2,787.92 |
| 07/15/2022 | 39571 | DEX IMAGING | \$ 2,995.81 |
| 07/15/2022 | 39572 | DMS-FINANCIAL MGMT SERVICES | \$ 894.68 |
| 07/15/2022 | 39573 | FLORIDA POWER & LIGHT COMPANY | \$ 176,376.37 |
| 07/15/2022 | 39574 | GRAINGER | \$ 942.44 |
| 07/15/2022 | 39575 | HOME DEPOT | \$ 530.19 |
| 07/15/2022 | 39576 | Manatee County Utilities Department | \$ 270.48 |
| 07/15/2022 | 39577 | SERVPRO | \$ 2,898.81 |
| 07/15/2022 | 39578 | SUPER T | \$ 316.76 |
| 07/15/2022 | 39579 | THE SUN | \$ 151.58 |
| 07/15/2022 | 39580 | TRACTOR SUPPLY COMPANY CREDIT PLAN | \$ 99.90 |
| 07/15/2022 | 39581 | U.S. BANK EQUIPMENT FINANCE | \$ 1,052.67 |
| 07/15/2022 | 39582 | VERIZON WIRELESS | \$ 93.52 |
| 07/15/2022 | 39583 | Waste Pro Bradenton/Sarasota | \$ 190.00 |
| 07/15/2022 | ACH5041 | AA ELECTRIC SE INC | \$ 2,037.38 |
| 07/15/2022 | ACH5042 | AIR CENTERS-FLORIDA | \$ 8,577.59 |
| 07/15/2022 | ACH5043 | AIRGAS USA LLC | \$ 174.49 |
| 07/15/2022 | ACH5044 | ALLIED UNIVERSAL CORP | \$ 13,323.64 |
| 07/15/2022 | ACH5045 | Apple Video & Photography Studio | \$ 1,944.99 |
| 07/15/2022 | ACH5046 | ASSOC OF METROPOLITAN WATER AGENCY | \$ 8,715.00 |
| 07/15/2022 | ACH5047 | BATTERIES PLUS BULBS #451 | \$ 116.31 |
| 07/15/2022 | ACH5048 | BEAMEX INC | \$ 2,879.00 |
| 07/15/2022 | ACH5049 | BENCHMARK ENVIROANALYTICAL INC | \$ 415.50 |
| 07/15/2022 | ACH5050 | BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA | \$ 433.48 |
| 07/15/2022 | ACH5051 | Brenntag Mid-South Inc | \$ 9,550.85 |

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: JULY & AUGUST 2022**

PUBLIC FUNDS INTEREST CHECKING (PNC)

| Date | Document Number | Payee Name / Description | Amount |
|-------------|------------------------|---|---------------|
| 07/15/2022 | ACH5052 | C & S CHEMICALS INC | \$ 92,298.08 |
| 07/15/2022 | ACH5053 | Calgon Carbon Corporation | \$ 58,252.80 |
| 07/15/2022 | ACH5054 | CED - Port Charlotte | \$ 58.50 |
| 07/15/2022 | ACH5055 | CENTURYLINK | \$ 366.05 |
| 07/15/2022 | ACH5056 | Certain Services INC | \$ 100.00 |
| 07/15/2022 | ACH5057 | Certified Slings Inc | \$ 765.90 |
| 07/15/2022 | ACH5058 | CHARLOTTE COUNTY BD OF COMMISSIONER | \$ 106,058.13 |
| 07/15/2022 | ACH5059 | CINTAS | \$ 17.64 |
| 07/15/2022 | ACH5060 | DESOTO COUNTY | \$ 66,333.33 |
| 07/15/2022 | ACH5061 | Entech Computer Services LLC | \$ 1,636.20 |
| 07/15/2022 | ACH5062 | Environmental Science Associates | \$ 7,160.00 |
| 07/15/2022 | ACH5063 | FEDERAL EXPRESS | \$ 43.77 |
| 07/15/2022 | ACH5064 | FEL-FT MYERS WATERWORKS | \$ 296.46 |
| 07/15/2022 | ACH5065 | Fisher Scientific | \$ 318.80 |
| 07/15/2022 | ACH5066 | FORD RITZ | \$ 442.88 |
| 07/15/2022 | ACH5067 | Frontier-941 | \$ 206.88 |
| 07/15/2022 | ACH5068 | Hach Company | \$ 886.33 |
| 07/15/2022 | ACH5069 | HDR ENGINEERING INC | \$ 14,036.44 |
| 07/15/2022 | ACH5070 | HVMI LLC | \$ 4,210.00 |
| 07/15/2022 | ACH5071 | KEETON'S OFFICE & ART SUPPLY | \$ 180.39 |
| 07/15/2022 | ACH5072 | KONE Inc | \$ 625.67 |
| 07/15/2022 | ACH5073 | MANSON BOLVES DONALDSON VARN | \$ 42,048.38 |
| 07/15/2022 | ACH5074 | Marisol Garcia | \$ 141.00 |
| 07/15/2022 | ACH5075 | MIS Moss Integration Solutions Inc | \$ 115.00 |
| 07/15/2022 | ACH5076 | MSC INDUSTRIAL SUPPLY CO | \$ 234.05 |
| 07/15/2022 | ACH5077 | Natural Resources LLC | \$ 40,376.05 |
| 07/15/2022 | ACH5078 | Navitas Credit Corp | \$ 211.58 |
| 07/15/2022 | ACH5079 | PRO-CHEM INC | \$ 663.30 |
| 07/15/2022 | ACH5080 | Razorback LLC | \$ 59,850.00 |
| 07/15/2022 | ACH5081 | ROGERS PETROLEUM INC | \$ 3,071.21 |
| 07/15/2022 | ACH5082 | SARASOTA HERALD TRIBUNE | \$ 277.75 |
| 07/15/2022 | ACH5083 | THATCHER CHEMICAL OF FLORIDA | \$ 63,840.00 |
| 07/15/2022 | ACH5084 | TRULY NOLEN BRANCH 079 | \$ 275.00 |
| 07/15/2022 | ACH5085 | USA Bluebook | \$ 2,713.70 |
| 07/15/2022 | ACH5086 | Vanguard Cleaning Systems of SW Florida | \$ 2,400.00 |
| 07/15/2022 | ADBT071522 | STATE OF FLORIDA DISBURSEMENT UNIT | \$ 444.75 |
| 07/15/2022 | DT071522 | United States Treasury | \$ 33,006.70 |
| 07/15/2022 | DBT7152022 | Valic | \$ 8,414.81 |
| 07/25/2022 | ACH07252022 | PNC Bank | \$ 5,778.70 |
| 07/28/2022 | | QuickBooks Payroll Service | \$ 99,931.28 |
| 07/29/2022 | 39584 | Bates Flags & Flagpoles | \$ 122.40 |
| 07/29/2022 | 39585 | BILL'S BOTTLED WATER SERVICE | \$ 32.25 |
| 07/29/2022 | 39586 | Braden River Utilities LLC | \$ 96.98 |
| 07/29/2022 | 39587 | Core & Main LP | \$ 433.80 |
| 07/29/2022 | 39588 | D M CONSTRUCTION CORP | \$ 10,631.98 |
| 07/29/2022 | 39589 | DMS-FINANCIAL MGMT SERVICES | \$ 447.82 |
| 07/29/2022 | 39590 | FLORIDA POWER & LIGHT COMPANY | \$ 175,893.99 |
| 07/29/2022 | 39591 | HOME DEPOT | \$ 125.88 |
| 07/29/2022 | 39592 | INGMAN MARINE | \$ 112.39 |
| 07/29/2022 | 39593 | LWR Town Center Association Inc | \$ 2,200.00 |
| 07/29/2022 | 39594 | SAM'S CLUB | \$ 578.87 |
| 07/29/2022 | 39595 | SARASOTA COUNTY ENVIRONMENTAL UTILITIES | \$ 8,268.54 |
| 07/29/2022 | 39596 | SMITH RANCH & GARDEN INC | \$ 816.00 |
| 07/29/2022 | 39597 | SUNBELT RENTALS | \$ 291.95 |
| 07/29/2022 | 39598 | TIRE KINGDOM | \$ 1,418.49 |
| 07/29/2022 | 39599 | TRACTOR SUPPLY COMPANY CREDIT PLAN | \$ 738.74 |
| 07/29/2022 | 39600 | UNITED STATES GEOLOGICAL SURVEY | \$ 8,265.00 |
| 07/29/2022 | 39601 | VERIZON WIRELESS | \$ 91.49 |
| 07/29/2022 | 39602 | Waste Pro Bradenton/Sarasota | \$ 190.00 |
| 07/29/2022 | ACH5087-1 | 1& Done Handyman LLC | \$ 5,776.41 |

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: JULY & AUGUST 2022**

PUBLIC FUNDS INTEREST CHECKING (PNC)

| Date | Document Number | Payee Name / Description | Amount |
|-------------|------------------------|-------------------------------------|---------------|
| 07/29/2022 | ACH5088 | ADVANTAGE CARE INC. | \$ 120.00 |
| 07/29/2022 | ACH5089 | AECOM TECHNICAL SERVICES INC | \$ 15,000.00 |
| 07/29/2022 | ACH5090 | AIRGAS USA LLC | \$ 234.83 |
| 07/29/2022 | ACH5091 | ALLIED UNIVERSAL CORP | \$ 14,089.52 |
| 07/29/2022 | ACH5092 | ASRUS LLC | \$ 8,750.00 |
| 07/29/2022 | ACH5093 | BENCHMARK ENVIROANALYTICAL INC | \$ 957.00 |
| 07/29/2022 | ACH5094 | BLACK & VEATCH | \$ 4,890.50 |
| 07/29/2022 | ACH5095 | Brenntag Mid-South Inc | \$ 94,065.31 |
| 07/29/2022 | ACH5096 | C & S CHEMICALS INC | \$ 93,808.26 |
| 07/29/2022 | ACH5097 | Calgon Carbon Corporation | \$ 229,104.00 |
| 07/29/2022 | ACH5098 | CEC Controls Company Inc. | \$ 12,000.00 |
| 07/29/2022 | ACH5099 | CED - Port Charlotte | \$ 494.54 |
| 07/29/2022 | ACH5100 | CenturyLink-6358 | \$ 1,644.89 |
| 07/29/2022 | ACH5101 | Centurylink 3363 | \$ 144.05 |
| 07/29/2022 | ACH5102 | Cimtec Automation, LLC | \$ 679.44 |
| 07/29/2022 | ACH5103 | CINTAS | \$ 636.90 |
| 07/29/2022 | ACH5104 | CORONADO LAWN SERVICE OF FL | \$ 8,367.00 |
| 07/29/2022 | ACH5105 | CROM ENGINEERING & CONSTRUCTION SVC | \$ 117,097.03 |
| 07/29/2022 | ACH5106 | Daniel J Roberts | \$ 246.58 |
| 07/29/2022 | ACH5107 | E.F. GAINES SURVEYING SERVICES, INC | \$ 1,451.25 |
| 07/29/2022 | ACH5108 | EARTH BALANCE | \$ 26,132.98 |
| 07/29/2022 | ACH5109 | Entech Computer Services LLC | \$ 6,528.50 |
| 07/29/2022 | ACH5110 | FEDERAL EXPRESS | \$ 34.46 |
| 07/29/2022 | ACH5111 | FLUID CONTROL SPECIALTIES INC | \$ 3,028.00 |
| 07/29/2022 | ACH5112 | FRONTIER COMMUNICATIONS-305 | \$ 240.98 |
| 07/29/2022 | ACH5113 | GARNEY CONSTRUCTION | \$ 19,043.00 |
| 07/29/2022 | ACH5114 | GRAY MATTER SYSTEMS INC | \$ 21,363.98 |
| 07/29/2022 | ACH5115 | Hach Company | \$ 1,112.67 |
| 07/29/2022 | ACH5116 | HDR ENGINEERING INC | \$ 24,039.54 |
| 07/29/2022 | ACH5117 | HVMI LLC | \$ 36,871.20 |
| 07/29/2022 | ACH5118 | JANICKI ENVIRONMENTAL INC | \$ 43,156.00 |
| 07/29/2022 | ACH5119 | KEETON'S OFFICE & ART SUPPLY | \$ 426.47 |
| 07/29/2022 | ACH5120 | KING ENGINEERING ASSOCIATES INC | \$ 5,784.60 |
| 07/29/2022 | ACH5121 | Lazenby & Associates Inc | \$ 2,615.94 |
| 07/29/2022 | ACH5122 | MANSON BOLVES DONALDSON VARN | \$ 65,411.38 |
| 07/29/2022 | ACH5123 | Matt's Lawn Service | \$ 2,175.00 |
| 07/29/2022 | ACH5124 | Natural Resources LLC | \$ 14,565.00 |
| 07/29/2022 | ACH5125 | PRESTI & NAEGELE | \$ 2,461.60 |
| 07/29/2022 | ACH5126 | PROGRESSIVE WATER RESOURCES LLC | \$ 12,145.00 |
| 07/29/2022 | ACH5127 | PROTEGIS FIRE & SAFETY | \$ 88.61 |
| 07/29/2022 | ACH5128 | SARASOTA CHAMBER OF COMMERCE | \$ 395.00 |
| 07/29/2022 | ACH5129 | SOUTHERN TANK AND PUMP | \$ 5,149.35 |
| 07/29/2022 | ACH5130 | STANTEC CONSULTING SERVICES | \$ 27,867.07 |
| 07/29/2022 | ACH5131 | SUNSHINE ACE HARDWARE | \$ 48.32 |
| 07/29/2022 | ACH5132 | SUNSHINE STATE ONE CALL OF FL INC | \$ 68.68 |
| 07/29/2022 | ACH5133 | Tanner Industries, Inc | \$ 19,200.68 |
| 07/29/2022 | ACH5134 | THERMO ELECTRON NORTH AMERICA LLC | \$ 1,141.00 |
| 07/29/2022 | ACH5135 | TRINOVA INC. | \$ 575.33 |
| 07/29/2022 | ACH5136 | VOYAGER FLEET SYSTEMS INC | \$ 5,866.49 |
| 07/29/2022 | ACH5137 | WOMACK SANITATION INC | \$ 298.00 |
| 07/29/2022 | ADBT072922 | STATE OF FLORIDA DISBURSEMENT UNIT | \$ 444.75 |
| 07/29/2022 | DBT072922 | United States Treasury | \$ 32,180.92 |
| 07/29/2022 | dbt072922 | Valic | \$ 8,488.54 |
| 07/29/2022 | DBT072922 | FLORIDA DIVISION OF RETIREMENT | \$ 73,155.73 |
| 08/11/2022 | | QuickBooks Payroll Service | \$ 99,591.97 |
| 08/12/2022 | ACH5138 | AA ELECTRIC SE INC | \$ 44.28 |
| 08/12/2022 | ACH5139 | AIR CENTERS-FLORIDA | \$ 521.25 |
| 08/12/2022 | ACH5140 | AIRGAS USA LLC | \$ 240.29 |
| 08/12/2022 | ACH5141 | ALLIED UNIVERSAL CORP | \$ 44,399.57 |
| 08/12/2022 | ACH5142 | ASRUS LLC | \$ 7,000.00 |

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: JULY & AUGUST 2022**

PUBLIC FUNDS INTEREST CHECKING (PNC)

| Date | Document Number | Payee Name / Description | Amount |
|-------------|------------------------|---|---------------|
| 08/12/2022 | ACH5143 | BENCHMARK ENVIROANALYTICAL INC | \$ 348.00 |
| 08/12/2022 | ACH5144 | BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA | \$ 433.48 |
| 08/12/2022 | ACH5145 | Brenntag Mid-South Inc | \$ 86,890.20 |
| 08/12/2022 | ACH5146 | C & S CHEMICALS INC | \$ 81,668.86 |
| 08/12/2022 | ACH5147 | Calgon Carbon Corporation | \$ 118,636.80 |
| 08/12/2022 | ACH5148 | CarbonFilt LLC | \$ 20,558.75 |
| 08/12/2022 | ACH5149 | CAROLLO ENGINEERS INC | \$ 13,867.93 |
| 08/12/2022 | ACH5150 | CED - Port Charlotte | \$ 10,456.13 |
| 08/12/2022 | ACH5151 | CENTURYLINK | \$ 374.45 |
| 08/12/2022 | ACH5152 | Certified Slings Inc | \$ 119.00 |
| 08/12/2022 | ACH5153 | CHARLOTTE COUNTY BD OF COMMISSIONER | \$ 106,058.13 |
| 08/12/2022 | ACH5154 | CINTAS | \$ 707.83 |
| 08/12/2022 | ACH5155 | CINTAS FIRE 636525 | \$ 970.00 |
| 08/12/2022 | ACH5156 | COLE-PARMER INSTRUMENT CO | \$ 50.08 |
| 08/12/2022 | ACH5157 | DESOTO COUNTY | \$ 66,333.33 |
| 08/12/2022 | ACH5158 | DESOTO COUNTY BOCC | \$ 6,248.85 |
| 08/12/2022 | ACH5159 | Entech Computer Services LLC | \$ 8,199.07 |
| 08/12/2022 | ACH5160 | FEDERAL EXPRESS | \$ 11.06 |
| 08/12/2022 | ACH5161 | FEL-FT MYERS WATERWORKS | \$ 3,472.23 |
| 08/12/2022 | ACH5162 | Fiber Solutions | \$ 8,870.27 |
| 08/12/2022 | ACH5163 | Fisher Scientific | \$ 1,706.47 |
| 08/12/2022 | ACH5164 | Frontier-941 | \$ 382.48 |
| 08/12/2022 | ACH5165 | GRAINGER | \$ 1,106.80 |
| 08/12/2022 | ACH5166 | Hach Company | \$ 3,360.68 |
| 08/12/2022 | ACH5167 | HDR ENGINEERING INC | \$ 323.75 |
| 08/12/2022 | ACH5168 | IDEXX DISTRIBUTION INC | \$ 941.74 |
| 08/12/2022 | ACH5169 | Jim Guida | \$ 154.50 |
| 08/12/2022 | ACH5170 | KEETON'S OFFICE & ART SUPPLY | \$ 2,572.64 |
| 08/12/2022 | ACH5171 | KIMLEY-HORN AND ASSOCIATES INC | \$ 3,373.35 |
| 08/12/2022 | ACH5172 | LLumin INC | \$ 2,250.00 |
| 08/12/2022 | ACH5173 | Mike Coates | \$ 294.18 |
| 08/12/2022 | ACH5174 | MSC INDUSTRIAL SUPPLY CO | \$ 686.76 |
| 08/12/2022 | ACH5175 | MUDD'S POWER AND PUMPS INC | \$ 96,444.00 |
| 08/12/2022 | ACH5176 | Natural Resources LLC | \$ 111,395.00 |
| 08/12/2022 | ACH5177 | Navitas Credit Corp | \$ 211.58 |
| 08/12/2022 | ACH5178 | REXEL USA Inc | \$ 199.57 |
| 08/12/2022 | ACH5179 | RING POWER CORPORATION | \$ 9,062.48 |
| 08/12/2022 | ACH5180 | SOUTHERN TANK AND PUMP | \$ 561.00 |
| 08/12/2022 | ACH5181 | Sumner Land Management LLC | \$ 9,565.30 |
| 08/12/2022 | ACH5182 | SUNSHINE STATE ONE CALL OF FL INC | \$ 68.68 |
| 08/12/2022 | ACH5183 | Tanner Industries, Inc | \$ 6,361.41 |
| 08/12/2022 | ACH5184 | TRANSCAT INC | \$ 325.62 |
| 08/12/2022 | ACH5185 | USA Bluebook | \$ 1,650.75 |
| 08/12/2022 | ACH5186 | Vanguard Cleaning Systems of SW Florida | \$ 2,400.00 |
| 08/12/2022 | ACH5187 | Wade Trim INC | \$ 54,081.79 |
| 08/12/2022 | ACH5188 | Willis A Smith Construction Inc | \$ 25,012.00 |
| 08/12/2022 | ACH5189 | WOMACK SANITATION INC | \$ 1,654.00 |
| 08/12/2022 | ADBT081222 | STATE OF FLORIDA DISBURSEMENT UNIT | \$ 444.75 |
| 08/12/2022 | DBT081222 | United States Treasury | \$ 32,053.70 |
| 08/15/2022 | DBT081522 | Valic | \$ 8,490.10 |
| 08/23/2022 | ACH08232022 | PNC Bank | \$ 4,943.18 |
| 08/25/2022 | | QuickBooks Payroll Service | \$ 104,653.85 |
| 08/26/2022 | 39603 | Alan Maio | \$ 160.13 |
| 08/26/2022 | 39604 | AMAZON | \$ 946.26 |
| 08/26/2022 | 39605 | BILL'S BOTTLED WATER SERVICE | \$ 27.00 |
| 08/26/2022 | 39606 | Braden River Utilities LLC | \$ 104.28 |
| 08/26/2022 | 39607 | D M CONSTRUCTION CORP | \$ 12,878.67 |
| 08/26/2022 | 39608 | DESOTO AUTOMOTIVE ENTERPRISES INC | \$ 869.71 |
| 08/26/2022 | 39609 | DESOTO CO CHAMBER OF COMMERCE | \$ 375.00 |
| 08/26/2022 | 39610 | DESOTO COUNTY WATER UTILITY | \$ 1,606.59 |

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: JULY & AUGUST 2022**

PUBLIC FUNDS INTEREST CHECKING (PNC)

| Date | Document Number | Payee Name / Description | Amount |
|-------------|------------------------|-------------------------------------|---------------|
| 08/26/2022 | 39611 | FLORIDA DEPARTMENT OF STATE | \$ 33.32 |
| 08/26/2022 | 39612 | HOME DEPOT | \$ 307.06 |
| 08/26/2022 | 39613 | KED GROUP INC | \$ 24,837.20 |
| 08/26/2022 | 39614 | Manatee County Utilities Department | \$ 272.75 |
| 08/26/2022 | 39615 | NaturZone Pest Control | \$ 142.80 |
| 08/26/2022 | 39616 | SAM'S CLUB | \$ 159.40 |
| 08/26/2022 | 39617 | SARASOTA TROPHY & AWARDS INC | \$ 1,364.00 |
| 08/26/2022 | 39618 | SMITH RANCH & GARDEN INC | \$ 374.99 |
| 08/26/2022 | 39619 | TEST GAUGE INC | \$ 874.93 |
| 08/26/2022 | 39620 | THE SUN | \$ 67.21 |
| 08/26/2022 | 39621 | TRACTOR SUPPLY COMPANY CREDIT PLAN | \$ 369.96 |
| 08/26/2022 | 39622 | U.S. BANK EQUIPMENT FINANCE | \$ 1,052.67 |
| 08/26/2022 | 39623 | VERIZON WIRELESS | \$ 93.03 |
| 08/26/2022 | 39624 | Waste Pro Bradenton/Sarasota | \$ 190.00 |
| 08/26/2022 | ACH5190 | Abacus Web Services | \$ 99.00 |
| 08/26/2022 | ACH5191 | AECOM TECHNICAL SERVICES INC | \$ 9,327.12 |
| 08/26/2022 | ACH5192 | Agilent Technologies Inc | \$ 32.84 |
| 08/26/2022 | ACH5193 | AIR CENTERS-FLORIDA | \$ 4,236.25 |
| 08/26/2022 | ACH5194 | ALLIED UNIVERSAL CORP | \$ 13,434.28 |
| 08/26/2022 | ACH5195 | Apple Video & Photography Studio | \$ 1,495.00 |
| 08/26/2022 | ACH5196 | Bates Flags & Flagpoles | \$ 612.00 |
| 08/26/2022 | ACH5197 | BENCHMARK ENVIROANALYTICAL INC | \$ 1,565.50 |
| 08/26/2022 | ACH5198 | Brenntag Mid-South Inc | \$ 28,564.95 |
| 08/26/2022 | ACH5199 | C & S CHEMICALS INC | \$ 92,668.38 |
| 08/26/2022 | ACH5200 | Calgon Carbon Corporation | \$ 118,755.20 |
| 08/26/2022 | ACH5201 | CarbonFilt LLC | \$ 11,553.00 |
| 08/26/2022 | ACH5202 | CED - Port Charlotte | \$ 1,211.31 |
| 08/26/2022 | ACH5203 | CenturyLink-6358 | \$ 1,644.89 |
| 08/26/2022 | ACH5204 | Centurylink 3363 | \$ 144.05 |
| 08/26/2022 | ACH5205 | Certain Services INC | \$ 243.49 |
| 08/26/2022 | ACH5206 | CHARLOTTE COUNTY BCC - LANDFILL | \$ 4,023.03 |
| 08/26/2022 | ACH5207 | CINTAS | \$ 99.00 |
| 08/26/2022 | ACH5209 | CORONADO LAWN SERVICE OF FL | \$ 9,732.00 |
| 08/26/2022 | ACH5210 | DELL MARKETING LP | \$ 7,970.34 |
| 08/26/2022 | ACH5211 | EARTH BALANCE | \$ 1,067.02 |
| 08/26/2022 | ACH5212 | Environmental Science Associates | \$ 3,180.00 |
| 08/26/2022 | ACH5213 | FEDERAL EXPRESS | \$ 72.34 |
| 08/26/2022 | ACH5214 | Fisher Scientific | \$ 490.05 |
| 08/26/2022 | ACH5215 | FRONTIER COMMUNICATIONS-305 | \$ 240.98 |
| 08/26/2022 | ACH5216 | GRAINGER | \$ 1,570.75 |
| 08/26/2022 | ACH5217 | Hach Company | \$ 17,536.44 |
| 08/26/2022 | ACH5218 | Hostetler Irrigation Inc | \$ 125.00 |
| 08/26/2022 | ACH5219 | HVMI LLC | \$ 32,540.70 |
| 08/26/2022 | ACH5220 | IDEXX DISTRIBUTION INC | \$ 271.34 |
| 08/26/2022 | ACH5221 | JANICKI ENVIRONMENTAL INC | \$ 47,676.00 |
| 08/26/2022 | ACH5222 | JOHNSON ENGINEERING INC | \$ 10,265.00 |
| 08/26/2022 | ACH5223 | KEETON'S OFFICE & ART SUPPLY | \$ 613.83 |
| 08/26/2022 | ACH5224 | Matt's Lawn Service | \$ 675.00 |
| 08/26/2022 | ACH5225 | McKim and Creed INC | \$ 74,973.78 |
| 08/26/2022 | ACH5226 | MSC INDUSTRIAL SUPPLY CO | \$ 970.76 |
| 08/26/2022 | ACH5227 | PROGRESSIVE WATER RESOURCES LLC | \$ 15,880.00 |
| 08/26/2022 | ACH5228 | RING POWER CORPORATION | \$ 120.11 |
| 08/26/2022 | ACH5229 | SARASOTA HERALD TRIBUNE | \$ 115.50 |
| 08/26/2022 | ACH5230 | STANTEC CONSULTING SERVICES | \$ 32,238.55 |
| 08/26/2022 | ACH5231 | SUNSHINE ACE HARDWARE | \$ 95.95 |
| 08/26/2022 | ACH5232 | USA Bluebook | \$ 2,086.35 |
| 08/26/2022 | ACH5233 | VOYAGER FLEET SYSTEMS INC | \$ 4,736.62 |
| 08/26/2022 | ACH5234 | Wade Trim INC | \$ 26,714.17 |
| 08/26/2022 | ADBT082622 | STATE OF FLORIDA DISBURSEMENT UNIT | \$ 444.75 |

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: JULY & AUGUST 2022

PUBLIC FUNDS INTEREST CHECKING (PNC)

| Date | Document Number | Payee Name / Description | Amount |
|-------------|------------------------|---------------------------------|------------------------|
| 08/26/2022 | DBT082622 | United States Treasury | \$ 33,532.10 |
| 08/26/2022 | DBT8262022 | Valic | \$ 8,620.05 |
| 08/31/2022 | DBT083122 | FLORIDA DIVISION OF RETIREMENT | \$ 52,059.21 |
| | | Total | \$ 5,252,673.11 |

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**CHECK REGISTER: JULY & AUGUST 2022****Alphabetically by Vendor****PUBLIC FUNDS INTEREST CHECKING (PNC)**

| Date | Document Number | Payee Name / Description | Amount |
|-------------|------------------------|--|---------------|
| 07/29/2022 | ACH5087-1 | 1& Done Handyman LLC | \$ 5,776.41 |
| 07/15/2022 | ACH5041 | AA ELECTRIC SE INC | \$ 2,037.38 |
| 08/12/2022 | ACH5138 | AA ELECTRIC SE INC | \$ 44.28 |
| 08/26/2022 | ACH5190 | Abacus Web Services | \$ 99.00 |
| 07/29/2022 | ACH5088 | ADVANTAGE CARE INC. | \$ 120.00 |
| 07/01/2022 | ACH5013 | AECOM TECHNICAL SERVICES INC | \$ 8,525.24 |
| 07/29/2022 | ACH5089 | AECOM TECHNICAL SERVICES INC | \$ 15,000.00 |
| 08/26/2022 | ACH5191 | AECOM TECHNICAL SERVICES INC | \$ 9,327.12 |
| 08/26/2022 | ACH5192 | Agilent Technologies Inc | \$ 32.84 |
| 07/15/2022 | ACH5042 | AIR CENTERS-FLORIDA | \$ 8,577.59 |
| 08/12/2022 | ACH5139 | AIR CENTERS-FLORIDA | \$ 521.25 |
| 08/26/2022 | ACH5193 | AIR CENTERS-FLORIDA | \$ 4,236.25 |
| 07/15/2022 | ACH5043 | AIRGAS USA LLC | \$ 174.49 |
| 07/29/2022 | ACH5090 | AIRGAS USA LLC | \$ 234.83 |
| 08/12/2022 | ACH5140 | AIRGAS USA LLC | \$ 240.29 |
| 08/26/2022 | 39603 | Alan Maio | \$ 160.13 |
| 07/01/2022 | ACH5014 | ALFA LAVAL INC | \$ 12,381.49 |
| 07/01/2022 | ACH5015 | ALLIED UNIVERSAL CORP | \$ 26,620.08 |
| 07/15/2022 | ACH5044 | ALLIED UNIVERSAL CORP | \$ 13,323.64 |
| 07/29/2022 | ACH5091 | ALLIED UNIVERSAL CORP | \$ 14,089.52 |
| 08/12/2022 | ACH5141 | ALLIED UNIVERSAL CORP | \$ 44,399.57 |
| 08/26/2022 | ACH5194 | ALLIED UNIVERSAL CORP | \$ 13,434.28 |
| 07/15/2022 | 39567 | AMAZON | \$ 3,290.61 |
| 08/26/2022 | 39604 | AMAZON | \$ 946.26 |
| 07/15/2022 | ACH5045 | Apple Video & Photography Studio | \$ 1,944.99 |
| 08/26/2022 | ACH5195 | Apple Video & Photography Studio | \$ 1,495.00 |
| 07/29/2022 | ACH5092 | ASRUS LLC | \$ 8,750.00 |
| 08/12/2022 | ACH5142 | ASRUS LLC | \$ 7,000.00 |
| 07/15/2022 | ACH5046 | ASSOC OF METROPOLITAN WATER AGENCY | \$ 8,715.00 |
| 07/29/2022 | 39584 | Bates Flags & Flagpoles | \$ 122.40 |
| 08/26/2022 | ACH5196 | Bates Flags & Flagpoles | \$ 612.00 |
| 07/15/2022 | ACH5047 | BATTERIES PLUS BULBS #451 | \$ 116.31 |
| 07/15/2022 | ACH5048 | BEAMEX INC | \$ 2,879.00 |
| 07/01/2022 | ACH5016 | BENCHMARK ENVIROANALYTICAL INC | \$ 923.50 |
| 07/15/2022 | ACH5049 | BENCHMARK ENVIROANALYTICAL INC | \$ 415.50 |
| 07/29/2022 | ACH5093 | BENCHMARK ENVIROANALYTICAL INC | \$ 957.00 |
| 08/12/2022 | ACH5143 | BENCHMARK ENVIROANALYTICAL INC | \$ 348.00 |
| 08/26/2022 | ACH5197 | BENCHMARK ENVIROANALYTICAL INC | \$ 1,565.50 |
| 07/29/2022 | 39585 | BILL'S BOTTLED WATER SERVICE | \$ 32.25 |
| 08/26/2022 | 39605 | BILL'S BOTTLED WATER SERVICE | \$ 27.00 |
| 07/29/2022 | ACH5094 | BLACK & VEATCH | \$ 4,890.50 |
| 07/15/2022 | ACH5050 | BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA | \$ 433.48 |
| 08/12/2022 | ACH5144 | BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA | \$ 433.48 |
| 07/29/2022 | 39586 | Braden River Utilities LLC | \$ 96.98 |
| 08/26/2022 | 39606 | Braden River Utilities LLC | \$ 104.28 |
| 07/01/2022 | ACH5017 | Brenntag Mid-South Inc | \$ 28,605.20 |
| 07/15/2022 | ACH5051 | Brenntag Mid-South Inc | \$ 9,550.85 |
| 07/29/2022 | ACH5095 | Brenntag Mid-South Inc | \$ 94,065.31 |
| 08/12/2022 | ACH5145 | Brenntag Mid-South Inc | \$ 86,890.20 |
| 08/26/2022 | ACH5198 | Brenntag Mid-South Inc | \$ 28,564.95 |
| 07/01/2022 | ACH5018 | C & S CHEMICALS INC | \$ 35,149.52 |
| 07/15/2022 | ACH5052 | C & S CHEMICALS INC | \$ 92,298.08 |
| 07/29/2022 | ACH5096 | C & S CHEMICALS INC | \$ 93,808.26 |
| 08/12/2022 | ACH5146 | C & S CHEMICALS INC | \$ 81,668.86 |
| 08/26/2022 | ACH5199 | C & S CHEMICALS INC | \$ 92,668.38 |
| 07/01/2022 | ACH5019 | Calgon Carbon Corporation | \$ 618,166.40 |
| 07/15/2022 | ACH5053 | Calgon Carbon Corporation | \$ 58,252.80 |
| 07/29/2022 | ACH5097 | Calgon Carbon Corporation | \$ 229,104.00 |
| 08/12/2022 | ACH5147 | Calgon Carbon Corporation | \$ 118,636.80 |
| 08/26/2022 | ACH5200 | Calgon Carbon Corporation | \$ 118,755.20 |

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**CHECK REGISTER: JULY & AUGUST 2022****Alphabetically by Vendor****PUBLIC FUNDS INTEREST CHECKING (PNC)**

| Date | Document Number | Payee Name / Description | Amount |
|-------------|------------------------|-------------------------------------|---------------|
| 08/12/2022 | ACH5148 | CarbonFilt LLC | \$ 20,558.75 |
| 08/26/2022 | ACH5201 | CarbonFilt LLC | \$ 11,553.00 |
| 07/01/2022 | ACH5020 | CAROLLO ENGINEERS INC | \$ 25,705.96 |
| 08/12/2022 | ACH5149 | CAROLLO ENGINEERS INC | \$ 13,867.93 |
| 07/29/2022 | ACH5098 | CEC Controls Company Inc. | \$ 12,000.00 |
| 07/01/2022 | ACH5021 | CED - Port Charlotte | \$ 3,984.50 |
| 07/15/2022 | ACH5054 | CED - Port Charlotte | \$ 58.50 |
| 07/29/2022 | ACH5099 | CED - Port Charlotte | \$ 494.54 |
| 08/12/2022 | ACH5150 | CED - Port Charlotte | \$ 10,456.13 |
| 08/26/2022 | ACH5202 | CED - Port Charlotte | \$ 1,211.31 |
| 07/15/2022 | ACH5055 | CENTURYLINK | \$ 366.05 |
| 08/12/2022 | ACH5151 | CENTURYLINK | \$ 374.45 |
| 07/29/2022 | ACH5101 | Centurylink 3363 | \$ 144.05 |
| 08/26/2022 | ACH5204 | Centurylink 3363 | \$ 144.05 |
| 07/01/2022 | ACH5022 | CenturyLink-6358 | \$ 1,628.71 |
| 07/29/2022 | ACH5100 | CenturyLink-6358 | \$ 1,644.89 |
| 08/26/2022 | ACH5203 | CenturyLink-6358 | \$ 1,644.89 |
| 07/15/2022 | ACH5056 | Certain Services INC | \$ 100.00 |
| 08/26/2022 | ACH5205 | Certain Services INC | \$ 243.49 |
| 07/15/2022 | ACH5057 | Certified Slings Inc | \$ 765.90 |
| 08/12/2022 | ACH5152 | Certified Slings Inc | \$ 119.00 |
| 07/01/2022 | ACH5023 | CHARLOTTE COUNTY BCC - LANDFILL | \$ 4,633.87 |
| 08/26/2022 | ACH5206 | CHARLOTTE COUNTY BCC - LANDFILL | \$ 4,023.03 |
| 07/15/2022 | ACH5058 | CHARLOTTE COUNTY BD OF COMMISSIONER | \$ 106,058.13 |
| 08/12/2022 | ACH5153 | CHARLOTTE COUNTY BD OF COMMISSIONER | \$ 106,058.13 |
| 07/29/2022 | ACH5102 | Cimtec Automation, LLC | \$ 679.44 |
| 07/01/2022 | ACH5024 | CINTAS | \$ 99.00 |
| 07/15/2022 | ACH5059 | CINTAS | \$ 17.64 |
| 07/29/2022 | ACH5103 | CINTAS | \$ 636.90 |
| 08/12/2022 | ACH5154 | CINTAS | \$ 707.83 |
| 08/26/2022 | ACH5207 | CINTAS | \$ 99.00 |
| 08/12/2022 | ACH5155 | CINTAS FIRE 636525 | \$ 970.00 |
| 08/12/2022 | ACH5156 | COLE-PARMER INSTRUMENT CO | \$ 50.08 |
| 07/29/2022 | 39587 | Core & Main LP | \$ 433.80 |
| 07/29/2022 | ACH5104 | CORONADO LAWN SERVICE OF FL | \$ 8,367.00 |
| 08/26/2022 | ACH5209 | CORONADO LAWN SERVICE OF FL | \$ 9,732.00 |
| 07/29/2022 | ACH5105 | CROM ENGINEERING & CONSTRUCTION SVC | \$ 117,097.03 |
| 07/15/2022 | 39568 | CS3 Waterworks | \$ 4,920.00 |
| 07/15/2022 | 39569 | D M CONSTRUCTION CORP | \$ 13,774.51 |
| 07/29/2022 | 39588 | D M CONSTRUCTION CORP | \$ 10,631.98 |
| 08/26/2022 | 39607 | D M CONSTRUCTION CORP | \$ 12,878.67 |
| 07/29/2022 | ACH5106 | Daniel J Roberts | \$ 246.58 |
| 07/15/2022 | 39570 | DAVID CANNON WELL DRILLING INC | \$ 2,787.92 |
| 08/26/2022 | ACH5210 | DELL MARKETING LP | \$ 7,970.34 |
| 08/26/2022 | 39608 | DESOTO AUTOMOTIVE ENTERPRISES INC | \$ 869.71 |
| 08/26/2022 | 39609 | DESOTO CO CHAMBER OF COMMERCE | \$ 375.00 |
| 07/15/2022 | ACH5060 | DESOTO COUNTY | \$ 66,333.33 |
| 08/12/2022 | ACH5157 | DESOTO COUNTY | \$ 66,333.33 |
| 08/12/2022 | ACH5158 | DESOTO COUNTY BOCC | \$ 6,248.85 |
| 08/26/2022 | 39610 | DESOTO COUNTY WATER UTILITY | \$ 1,606.59 |
| 07/15/2022 | 39571 | DEX IMAGING | \$ 2,995.81 |
| 07/15/2022 | 39572 | DMS-FINANCIAL MGMT SERVICES | \$ 894.68 |
| 07/29/2022 | 39589 | DMS-FINANCIAL MGMT SERVICES | \$ 447.82 |
| 07/29/2022 | ACH5107 | E.F. GAINES SURVEYING SERVICES, INC | \$ 1,451.25 |
| 07/01/2022 | ACH5025 | EARTH BALANCE | \$ 906.16 |
| 07/29/2022 | ACH5108 | EARTH BALANCE | \$ 26,132.98 |
| 08/26/2022 | ACH5211 | EARTH BALANCE | \$ 1,067.02 |
| 07/01/2022 | ACH5026 | Entech Computer Services LLC | \$ 3,250.00 |
| 07/15/2022 | ACH5061 | Entech Computer Services LLC | \$ 1,636.20 |

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: JULY & AUGUST 2022

Alphabetically by Vendor

PUBLIC FUNDS INTEREST CHECKING (PNC)

| Date | Document Number | Payee Name / Description | Amount |
|-------------|------------------------|----------------------------------|---------------|
| 07/29/2022 | ACH5109 | Entech Computer Services LLC | \$ 6,528.50 |
| 08/12/2022 | ACH5159 | Entech Computer Services LLC | \$ 8,199.07 |
| 07/15/2022 | ACH5062 | Environmental Science Associates | \$ 7,160.00 |
| 08/26/2022 | ACH5212 | Environmental Science Associates | \$ 3,180.00 |
| 07/01/2022 | ACH5027 | FEDERAL EXPRESS | \$ 7.66 |
| 07/15/2022 | ACH5063 | FEDERAL EXPRESS | \$ 43.77 |
| 07/29/2022 | ACH5110 | FEDERAL EXPRESS | \$ 34.46 |
| 08/12/2022 | ACH5160 | FEDERAL EXPRESS | \$ 11.06 |
| 08/26/2022 | ACH5213 | FEDERAL EXPRESS | \$ 72.34 |
| 07/15/2022 | ACH5064 | FEL-FT MYERS WATERWORKS | \$ 296.46 |
| 08/12/2022 | ACH5161 | FEL-FT MYERS WATERWORKS | \$ 3,472.23 |
| 08/12/2022 | ACH5162 | Fiber Solutions | \$ 8,870.27 |
| 07/15/2022 | ACH5065 | Fisher Scientific | \$ 318.80 |
| 08/12/2022 | ACH5163 | Fisher Scientific | \$ 1,706.47 |
| 08/26/2022 | ACH5214 | Fisher Scientific | \$ 490.05 |
| 08/26/2022 | 39611 | FLORIDA DEPARTMENT OF STATE | \$ 33.32 |
| 07/29/2022 | DBT072922 | FLORIDA DIVISION OF RETIREMENT | \$ 73,155.73 |
| 08/31/2022 | DBT083122 | FLORIDA DIVISION OF RETIREMENT | \$ 52,059.21 |
| 07/15/2022 | 39573 | FLORIDA POWER & LIGHT COMPANY | \$ 176,376.37 |
| 07/29/2022 | 39590 | FLORIDA POWER & LIGHT COMPANY | \$ 175,893.99 |
| 07/29/2022 | ACH5111 | FLUID CONTROL SPECIALTIES INC | \$ 3,028.00 |
| 07/15/2022 | ACH5066 | FORD RITZ | \$ 442.88 |
| 07/29/2022 | ACH5112 | FRONTIER COMMUNICATIONS-305 | \$ 240.98 |
| 08/26/2022 | ACH5215 | FRONTIER COMMUNICATIONS-305 | \$ 240.98 |
| 07/15/2022 | ACH5067 | Frontier-941 | \$ 206.88 |
| 08/12/2022 | ACH5164 | Frontier-941 | \$ 382.48 |
| 07/29/2022 | ACH5113 | GARNEY CONSTRUCTION | \$ 19,043.00 |
| 07/15/2022 | 39574 | GRAINGER | \$ 942.44 |
| 08/12/2022 | ACH5165 | GRAINGER | \$ 1,106.80 |
| 08/26/2022 | ACH5216 | GRAINGER | \$ 1,570.75 |
| 07/29/2022 | ACH5114 | GRAY MATTER SYSTEMS INC | \$ 21,363.98 |
| 07/01/2022 | ACH5028 | Hach Company | \$ 1,840.66 |
| 07/15/2022 | ACH5068 | Hach Company | \$ 886.33 |
| 07/29/2022 | ACH5115 | Hach Company | \$ 1,112.67 |
| 08/12/2022 | ACH5166 | Hach Company | \$ 3,360.68 |
| 08/26/2022 | ACH5217 | Hach Company | \$ 17,536.44 |
| 07/15/2022 | ACH5069 | HDR ENGINEERING INC | \$ 14,036.44 |
| 07/29/2022 | ACH5116 | HDR ENGINEERING INC | \$ 24,039.54 |
| 08/12/2022 | ACH5167 | HDR ENGINEERING INC | \$ 323.75 |
| 07/15/2022 | 39575 | HOME DEPOT | \$ 530.19 |
| 07/29/2022 | 39591 | HOME DEPOT | \$ 125.88 |
| 08/26/2022 | 39612 | HOME DEPOT | \$ 307.06 |
| 07/01/2022 | ACH5029 | Hostetler Irrigation Inc | \$ 125.00 |
| 08/26/2022 | ACH5218 | Hostetler Irrigation Inc | \$ 125.00 |
| 07/15/2022 | ACH5070 | HVMI LLC | \$ 4,210.00 |
| 07/29/2022 | ACH5117 | HVMI LLC | \$ 36,871.20 |
| 08/26/2022 | ACH5219 | HVMI LLC | \$ 32,540.70 |
| 08/12/2022 | ACH5168 | IDEXX DISTRIBUTION INC | \$ 941.74 |
| 08/26/2022 | ACH5220 | IDEXX DISTRIBUTION INC | \$ 271.34 |
| 07/29/2022 | 39592 | INGMAN MARINE | \$ 112.39 |
| 07/29/2022 | ACH5118 | JANICKI ENVIRONMENTAL INC | \$ 43,156.00 |
| 08/26/2022 | ACH5221 | JANICKI ENVIRONMENTAL INC | \$ 47,676.00 |
| 08/12/2022 | ACH5169 | Jim Guida | \$ 154.50 |
| 07/01/2022 | ACH5030 | JOHNSON ENGINEERING INC | \$ 12,285.00 |
| 08/26/2022 | ACH5222 | JOHNSON ENGINEERING INC | \$ 10,265.00 |
| 08/26/2022 | 39613 | KED GROUP INC | \$ 24,837.20 |
| 07/01/2022 | ACH5031 | KEETON'S OFFICE & ART SUPPLY | \$ 406.19 |
| 07/15/2022 | ACH5071 | KEETON'S OFFICE & ART SUPPLY | \$ 180.39 |
| 07/29/2022 | ACH5119 | KEETON'S OFFICE & ART SUPPLY | \$ 426.47 |
| 08/12/2022 | ACH5170 | KEETON'S OFFICE & ART SUPPLY | \$ 2,572.64 |

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**CHECK REGISTER: JULY & AUGUST 2022****Alphabetically by Vendor****PUBLIC FUNDS INTEREST CHECKING (PNC)**

| Date | Document Number | Payee Name / Description | Amount |
|-------------|------------------------|---|---------------|
| 08/26/2022 | ACH5223 | KEETON'S OFFICE & ART SUPPLY | \$ 613.83 |
| 08/12/2022 | ACH5171 | KIMLEY-HORN AND ASSOCIATES INC | \$ 3,373.35 |
| 07/01/2022 | ACH5032 | KING ENGINEERING ASSOCIATES INC | \$ 15,712.36 |
| 07/29/2022 | ACH5120 | KING ENGINEERING ASSOCIATES INC | \$ 5,784.60 |
| 07/15/2022 | ACH5072 | KONE Inc | \$ 625.67 |
| 07/29/2022 | ACH5121 | Lazenby & Associates Inc | \$ 2,615.94 |
| 08/12/2022 | ACH5172 | LLumin INC | \$ 2,250.00 |
| 07/29/2022 | 39593 | LWR Town Center Association Inc | \$ 2,200.00 |
| 07/01/2022 | ACH5033 | MADER ELECTRIC INC | \$ 1,116.47 |
| 07/15/2022 | 39576 | Manatee County Utilities Department | \$ 270.48 |
| 08/26/2022 | 39614 | Manatee County Utilities Department | \$ 272.75 |
| 07/15/2022 | ACH5073 | MANSON BOLVES DONALDSON VARN | \$ 42,048.38 |
| 07/29/2022 | ACH5122 | MANSON BOLVES DONALDSON VARN | \$ 65,411.38 |
| 07/15/2022 | ACH5074 | Marisol Garcia | \$ 141.00 |
| 07/29/2022 | ACH5123 | Matt's Lawn Service | \$ 2,175.00 |
| 08/26/2022 | ACH5224 | Matt's Lawn Service | \$ 675.00 |
| 08/26/2022 | ACH5225 | McKim and Creed INC | \$ 74,973.78 |
| 07/01/2022 | ACH5034 | MCMaster-CARR SUPPLY CO | \$ 433.41 |
| 08/12/2022 | ACH5173 | Mike Coates | \$ 294.18 |
| 07/15/2022 | ACH5075 | MIS Moss Integration Solutions Inc | \$ 115.00 |
| 07/01/2022 | ACH5035 | MSC INDUSTRIAL SUPPLY CO | \$ 570.60 |
| 07/15/2022 | ACH5076 | MSC INDUSTRIAL SUPPLY CO | \$ 234.05 |
| 08/12/2022 | ACH5174 | MSC INDUSTRIAL SUPPLY CO | \$ 686.76 |
| 08/26/2022 | ACH5226 | MSC INDUSTRIAL SUPPLY CO | \$ 970.76 |
| 08/12/2022 | ACH5175 | MUDD'S POWER AND PUMPS INC | \$ 96,444.00 |
| 07/01/2022 | ACH5036 | NATIONAL BUSINESS FURNITURE, LLC | \$ 538.10 |
| 07/15/2022 | ACH5077 | Natural Resources LLC | \$ 40,376.05 |
| 07/29/2022 | ACH5124 | Natural Resources LLC | \$ 14,565.00 |
| 08/12/2022 | ACH5176 | Natural Resources LLC | \$ 111,395.00 |
| 08/26/2022 | 39615 | NaturZone Pest Control | \$ 142.80 |
| 07/15/2022 | ACH5078 | Navitas Credit Corp | \$ 211.58 |
| 08/12/2022 | ACH5177 | Navitas Credit Corp | \$ 211.58 |
| 07/25/2022 | ACH07252022 | PNC Bank | \$ 5,778.70 |
| 08/23/2022 | ACH08232022 | PNC Bank | \$ 4,943.18 |
| 07/29/2022 | ACH5125 | PRESTI & NAEGELE | \$ 2,461.60 |
| 07/15/2022 | ACH5079 | PRO-CHEM INC | \$ 663.30 |
| 07/01/2022 | ACH5037 | PROGRESSIVE WATER RESOURCES LLC | \$ 20,075.00 |
| 07/29/2022 | ACH5126 | PROGRESSIVE WATER RESOURCES LLC | \$ 12,145.00 |
| 08/26/2022 | ACH5227 | PROGRESSIVE WATER RESOURCES LLC | \$ 15,880.00 |
| 07/29/2022 | ACH5127 | PROTEGIS FIRE & SAFETY | \$ 88.61 |
| 07/14/2022 | | QuickBooks Payroll Service | \$ 102,039.58 |
| 07/28/2022 | | QuickBooks Payroll Service | \$ 99,931.28 |
| 08/11/2022 | | QuickBooks Payroll Service | \$ 99,591.97 |
| 08/25/2022 | | QuickBooks Payroll Service | \$ 104,653.85 |
| 07/15/2022 | ACH5080 | Razorback LLC | \$ 59,850.00 |
| 08/12/2022 | ACH5178 | REXEL USA Inc | \$ 199.57 |
| 08/12/2022 | ACH5179 | RING POWER CORPORATION | \$ 9,062.48 |
| 08/26/2022 | ACH5228 | RING POWER CORPORATION | \$ 120.11 |
| 07/15/2022 | ACH5081 | ROGERS PETROLEUM INC | \$ 3,071.21 |
| 07/29/2022 | 39594 | SAM'S CLUB | \$ 578.87 |
| 08/26/2022 | 39616 | SAM'S CLUB | \$ 159.40 |
| 07/29/2022 | ACH5128 | SARASOTA CHAMBER OF COMMERCE | \$ 395.00 |
| 07/29/2022 | 39595 | SARASOTA COUNTY ENVIRONMENTAL UTILITIES | \$ 8,268.54 |
| 07/15/2022 | ACH5082 | SARASOTA HERALD TRIBUNE | \$ 277.75 |
| 08/26/2022 | ACH5229 | SARASOTA HERALD TRIBUNE | \$ 115.50 |
| 08/26/2022 | 39617 | SARASOTA TROPHY & AWARDS INC | \$ 1,364.00 |
| 07/15/2022 | 39577 | SERVPRO | \$ 2,898.81 |
| 07/01/2022 | ACH5038 | ShredQuick, Inc. | \$ 134.25 |
| 07/29/2022 | 39596 | SMITH RANCH & GARDEN INC | \$ 816.00 |
| 08/26/2022 | 39618 | SMITH RANCH & GARDEN INC | \$ 374.99 |

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: JULY & AUGUST 2022

Alphabetically by Vendor

PUBLIC FUNDS INTEREST CHECKING (PNC)

| Date | Document Number | Payee Name / Description | Amount |
|-------------|------------------------|---|---------------|
| 07/29/2022 | ACH5129 | SOUTHERN TANK AND PUMP | \$ 5,149.35 |
| 08/12/2022 | ACH5180 | SOUTHERN TANK AND PUMP | \$ 561.00 |
| 07/29/2022 | ACH5130 | STANTEC CONSULTING SERVICES | \$ 27,867.07 |
| 08/26/2022 | ACH5230 | STANTEC CONSULTING SERVICES | \$ 32,238.55 |
| 07/01/2022 | ADBT070122 | STATE OF FLORIDA DISBURSEMENT UNIT | \$ 444.75 |
| 07/15/2022 | ADBT071522 | STATE OF FLORIDA DISBURSEMENT UNIT | \$ 444.75 |
| 07/29/2022 | ADBT072922 | STATE OF FLORIDA DISBURSEMENT UNIT | \$ 444.75 |
| 08/12/2022 | ADBT081222 | STATE OF FLORIDA DISBURSEMENT UNIT | \$ 444.75 |
| 08/26/2022 | ADBT082622 | STATE OF FLORIDA DISBURSEMENT UNIT | \$ 444.75 |
| 08/12/2022 | ACH5181 | Sumner Land Management LLC | \$ 9,565.30 |
| 07/29/2022 | 39597 | SUNBELT RENTALS | \$ 291.95 |
| 07/29/2022 | ACH5131 | SUNSHINE ACE HARDWARE | \$ 48.32 |
| 08/26/2022 | ACH5231 | SUNSHINE ACE HARDWARE | \$ 95.95 |
| 07/29/2022 | ACH5132 | SUNSHINE STATE ONE CALL OF FL INC | \$ 68.68 |
| 08/12/2022 | ACH5182 | SUNSHINE STATE ONE CALL OF FL INC | \$ 68.68 |
| 07/15/2022 | 39578 | SUPER T | \$ 316.76 |
| 07/29/2022 | ACH5133 | Tanner Industries, Inc | \$ 19,200.68 |
| 08/12/2022 | ACH5183 | Tanner Industries, Inc | \$ 6,361.41 |
| 08/26/2022 | 39619 | TEST GAUGE INC | \$ 874.93 |
| 07/15/2022 | ACH5083 | THATCHER CHEMICAL OF FLORIDA | \$ 63,840.00 |
| 07/01/2022 | ACH5039 | THE LAKE DOCTORS INC | \$ 2,800.00 |
| 07/15/2022 | 39579 | THE SUN | \$ 151.58 |
| 08/26/2022 | 39620 | THE SUN | \$ 67.21 |
| 07/29/2022 | ACH5134 | THERMO ELECTRON NORTH AMERICA LLC | \$ 1,141.00 |
| 07/29/2022 | 39598 | TIRE KINGDOM | \$ 1,418.49 |
| 07/15/2022 | 39580 | TRACTOR SUPPLY COMPANY CREDIT PLAN | \$ 99.90 |
| 07/29/2022 | 39599 | TRACTOR SUPPLY COMPANY CREDIT PLAN | \$ 738.74 |
| 08/26/2022 | 39621 | TRACTOR SUPPLY COMPANY CREDIT PLAN | \$ 369.96 |
| 08/12/2022 | ACH5184 | TRANSCAT INC | \$ 325.62 |
| 07/29/2022 | ACH5135 | TRINOVA INC. | \$ 575.33 |
| 07/15/2022 | ACH5084 | TRULY NOLEN BRANCH 079 | \$ 275.00 |
| 07/15/2022 | 39581 | U.S. BANK EQUIPMENT FINANCE | \$ 1,052.67 |
| 08/26/2022 | 39622 | U.S. BANK EQUIPMENT FINANCE | \$ 1,052.67 |
| 07/29/2022 | 39600 | UNITED STATES GEOLOGICAL SURVEY | \$ 8,265.00 |
| 07/01/2022 | DBT070122 | United States Treasury | \$ 32,146.42 |
| 07/15/2022 | DT071522 | United States Treasury | \$ 33,006.70 |
| 07/29/2022 | DBT072922 | United States Treasury | \$ 32,180.92 |
| 08/12/2022 | DBT081222 | United States Treasury | \$ 32,053.70 |
| 08/26/2022 | DBT082622 | United States Treasury | \$ 33,532.10 |
| 07/15/2022 | ACH5085 | USA Bluebook | \$ 2,713.70 |
| 08/12/2022 | ACH5185 | USA Bluebook | \$ 1,650.75 |
| 08/26/2022 | ACH5232 | USA Bluebook | \$ 2,086.35 |
| 07/01/2022 | dbt07012022 | Valic | \$ 8,339.05 |
| 07/15/2022 | DBT7152022 | Valic | \$ 8,414.81 |
| 07/29/2022 | dbt072922 | Valic | \$ 8,488.54 |
| 08/15/2022 | DBT081522 | Valic | \$ 8,490.10 |
| 08/26/2022 | DBT8262022 | Valic | \$ 8,620.05 |
| 07/15/2022 | ACH5086 | Vanguard Cleaning Systems of SW Florida | \$ 2,400.00 |
| 08/12/2022 | ACH5186 | Vanguard Cleaning Systems of SW Florida | \$ 2,400.00 |
| 07/15/2022 | 39582 | VERIZON WIRELESS | \$ 93.52 |
| 07/29/2022 | 39601 | VERIZON WIRELESS | \$ 91.49 |
| 08/26/2022 | 39623 | VERIZON WIRELESS | \$ 93.03 |
| 07/29/2022 | ACH5136 | VOYAGER FLEET SYSTEMS INC | \$ 5,866.49 |
| 08/26/2022 | ACH5233 | VOYAGER FLEET SYSTEMS INC | \$ 4,736.62 |
| 07/01/2022 | ACH5040 | Wade Trim INC | \$ 126,583.28 |
| 08/12/2022 | ACH5187 | Wade Trim INC | \$ 54,081.79 |
| 08/26/2022 | ACH5234 | Wade Trim INC | \$ 26,714.17 |
| 07/15/2022 | 39583 | Waste Pro Bradenton/Sarasota | \$ 190.00 |
| 07/29/2022 | 39602 | Waste Pro Bradenton/Sarasota | \$ 190.00 |
| 08/26/2022 | 39624 | Waste Pro Bradenton/Sarasota | \$ 190.00 |

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: JULY & AUGUST 2022

Alphabetically by Vendor

PUBLIC FUNDS INTEREST CHECKING (PNC)

| Date | Document Number | Payee Name / Description | Amount |
|--------------|------------------------|---------------------------------|------------------------|
| 08/12/2022 | ACH5188 | Willis A Smith Construction Inc | \$ 25,012.00 |
| 07/29/2022 | ACH5137 | WOMACK SANITATION INC | \$ 298.00 |
| 08/12/2022 | ACH5189 | WOMACK SANITATION INC | \$ 1,654.00 |
| Total | | | \$ 5,252,673.11 |

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**CHECK REGISTER: JULY & AUGUST 2022****By Amount Largest to Smallest****PUBLIC FUNDS INTEREST CHECKING (PNC)**

| Date | Document Number | Payee Name / Description | Amount |
|------------|-----------------|-------------------------------------|---------------|
| 07/01/2022 | ACH5019 | Calgon Carbon Corporation | \$ 618,166.40 |
| 07/29/2022 | ACH5097 | Calgon Carbon Corporation | \$ 229,104.00 |
| 07/15/2022 | 39573 | FLORIDA POWER & LIGHT COMPANY | \$ 176,376.37 |
| 07/29/2022 | 39590 | FLORIDA POWER & LIGHT COMPANY | \$ 175,893.99 |
| 07/01/2022 | ACH5040 | Wade Trim INC | \$ 126,583.28 |
| 08/26/2022 | ACH5200 | Calgon Carbon Corporation | \$ 118,755.20 |
| 08/12/2022 | ACH5147 | Calgon Carbon Corporation | \$ 118,636.80 |
| 07/29/2022 | ACH5105 | CROM ENGINEERING & CONSTRUCTION SVC | \$ 117,097.03 |
| 08/12/2022 | ACH5176 | Natural Resources LLC | \$ 111,395.00 |
| 07/15/2022 | ACH5058 | CHARLOTTE COUNTY BD OF COMMISSIONER | \$ 106,058.13 |
| 08/12/2022 | ACH5153 | CHARLOTTE COUNTY BD OF COMMISSIONER | \$ 106,058.13 |
| 08/25/2022 | | QuickBooks Payroll Service | \$ 104,653.85 |
| 07/14/2022 | | QuickBooks Payroll Service | \$ 102,039.58 |
| 07/28/2022 | | QuickBooks Payroll Service | \$ 99,931.28 |
| 08/11/2022 | | QuickBooks Payroll Service | \$ 99,591.97 |
| 08/12/2022 | ACH5175 | MUDD'S POWER AND PUMPS INC | \$ 96,444.00 |
| 07/29/2022 | ACH5095 | Brenntag Mid-South Inc | \$ 94,065.31 |
| 07/29/2022 | ACH5096 | C & S CHEMICALS INC | \$ 93,808.26 |
| 08/26/2022 | ACH5199 | C & S CHEMICALS INC | \$ 92,668.38 |
| 07/15/2022 | ACH5052 | C & S CHEMICALS INC | \$ 92,298.08 |
| 08/12/2022 | ACH5145 | Brenntag Mid-South Inc | \$ 86,890.20 |
| 08/12/2022 | ACH5146 | C & S CHEMICALS INC | \$ 81,668.86 |
| 08/26/2022 | ACH5225 | McKim and Creed INC | \$ 74,973.78 |
| 07/29/2022 | DBT072922 | FLORIDA DIVISION OF RETIREMENT | \$ 73,155.73 |
| 07/15/2022 | ACH5060 | DESOTO COUNTY | \$ 66,333.33 |
| 08/12/2022 | ACH5157 | DESOTO COUNTY | \$ 66,333.33 |
| 07/29/2022 | ACH5122 | MANSON BOLVES DONALDSON VARN | \$ 65,411.38 |
| 07/15/2022 | ACH5083 | THATCHER CHEMICAL OF FLORIDA | \$ 63,840.00 |
| 07/15/2022 | ACH5080 | Razorback LLC | \$ 59,850.00 |
| 07/15/2022 | ACH5053 | Calgon Carbon Corporation | \$ 58,252.80 |
| 08/12/2022 | ACH5187 | Wade Trim INC | \$ 54,081.79 |
| 08/31/2022 | DBT083122 | FLORIDA DIVISION OF RETIREMENT | \$ 52,059.21 |
| 08/26/2022 | ACH5221 | JANICKI ENVIRONMENTAL INC | \$ 47,676.00 |
| 08/12/2022 | ACH5141 | ALLIED UNIVERSAL CORP | \$ 44,399.57 |
| 07/29/2022 | ACH5118 | JANICKI ENVIRONMENTAL INC | \$ 43,156.00 |
| 07/15/2022 | ACH5073 | MANSON BOLVES DONALDSON VARN | \$ 42,048.38 |
| 07/15/2022 | ACH5077 | Natural Resources LLC | \$ 40,376.05 |
| 07/29/2022 | ACH5117 | HVMI LLC | \$ 36,871.20 |
| 07/01/2022 | ACH5018 | C & S CHEMICALS INC | \$ 35,149.52 |
| 08/26/2022 | DBT082622 | United States Treasury | \$ 33,532.10 |
| 07/15/2022 | DT071522 | United States Treasury | \$ 33,006.70 |
| 08/26/2022 | ACH5219 | HVMI LLC | \$ 32,540.70 |
| 08/26/2022 | ACH5230 | STANTEC CONSULTING SERVICES | \$ 32,238.55 |
| 07/29/2022 | DBT072922 | United States Treasury | \$ 32,180.92 |
| 07/01/2022 | DBT070122 | United States Treasury | \$ 32,146.42 |
| 08/12/2022 | DBT081222 | United States Treasury | \$ 32,053.70 |
| 07/01/2022 | ACH5017 | Brenntag Mid-South Inc | \$ 28,605.20 |
| 08/26/2022 | ACH5198 | Brenntag Mid-South Inc | \$ 28,564.95 |
| 07/29/2022 | ACH5130 | STANTEC CONSULTING SERVICES | \$ 27,867.07 |
| 08/26/2022 | ACH5234 | Wade Trim INC | \$ 26,714.17 |
| 07/01/2022 | ACH5015 | ALLIED UNIVERSAL CORP | \$ 26,620.08 |
| 07/29/2022 | ACH5108 | EARTH BALANCE | \$ 26,132.98 |
| 07/01/2022 | ACH5020 | CAROLLO ENGINEERS INC | \$ 25,705.96 |
| 08/12/2022 | ACH5188 | Willis A Smith Construction Inc | \$ 25,012.00 |
| 08/26/2022 | 39613 | KED GROUP INC | \$ 24,837.20 |
| 07/29/2022 | ACH5116 | HDR ENGINEERING INC | \$ 24,039.54 |
| 07/29/2022 | ACH5114 | GRAY MATTER SYSTEMS INC | \$ 21,363.98 |
| 08/12/2022 | ACH5148 | CarbonFilt LLC | \$ 20,558.75 |
| 07/01/2022 | ACH5037 | PROGRESSIVE WATER RESOURCES LLC | \$ 20,075.00 |
| 07/29/2022 | ACH5133 | Tanner Industries, Inc | \$ 19,200.68 |

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**CHECK REGISTER: JULY & AUGUST 2022****By Amount Largest to Smallest****PUBLIC FUNDS INTEREST CHECKING (PNC)**

| Date | Document Number | Payee Name / Description | Amount |
|-------------|------------------------|---|---------------|
| 07/29/2022 | ACH5113 | GARNEY CONSTRUCTION | \$ 19,043.00 |
| 08/26/2022 | ACH5217 | Hach Company | \$ 17,536.44 |
| 08/26/2022 | ACH5227 | PROGRESSIVE WATER RESOURCES LLC | \$ 15,880.00 |
| 07/01/2022 | ACH5032 | KING ENGINEERING ASSOCIATES INC | \$ 15,712.36 |
| 07/29/2022 | ACH5089 | AECOM TECHNICAL SERVICES INC | \$ 15,000.00 |
| 07/29/2022 | ACH5124 | Natural Resources LLC | \$ 14,565.00 |
| 07/29/2022 | ACH5091 | ALLIED UNIVERSAL CORP | \$ 14,089.52 |
| 07/15/2022 | ACH5069 | HDR ENGINEERING INC | \$ 14,036.44 |
| 08/12/2022 | ACH5149 | CAROLLO ENGINEERS INC | \$ 13,867.93 |
| 07/15/2022 | 39569 | D M CONSTRUCTION CORP | \$ 13,774.51 |
| 08/26/2022 | ACH5194 | ALLIED UNIVERSAL CORP | \$ 13,434.28 |
| 07/15/2022 | ACH5044 | ALLIED UNIVERSAL CORP | \$ 13,323.64 |
| 08/26/2022 | 39607 | D M CONSTRUCTION CORP | \$ 12,878.67 |
| 07/01/2022 | ACH5014 | ALFA LAVAL INC | \$ 12,381.49 |
| 07/01/2022 | ACH5030 | JOHNSON ENGINEERING INC | \$ 12,285.00 |
| 07/29/2022 | ACH5126 | PROGRESSIVE WATER RESOURCES LLC | \$ 12,145.00 |
| 07/29/2022 | ACH5098 | CEC Controls Company Inc. | \$ 12,000.00 |
| 08/26/2022 | ACH5201 | CarbonFilt LLC | \$ 11,553.00 |
| 07/29/2022 | 39588 | D M CONSTRUCTION CORP | \$ 10,631.98 |
| 08/12/2022 | ACH5150 | CED - Port Charlotte | \$ 10,456.13 |
| 08/26/2022 | ACH5222 | JOHNSON ENGINEERING INC | \$ 10,265.00 |
| 08/26/2022 | ACH5209 | CORONADO LAWN SERVICE OF FL | \$ 9,732.00 |
| 08/12/2022 | ACH5181 | Sumner Land Management LLC | \$ 9,565.30 |
| 07/15/2022 | ACH5051 | Brenntag Mid-South Inc | \$ 9,550.85 |
| 08/26/2022 | ACH5191 | AECOM TECHNICAL SERVICES INC | \$ 9,327.12 |
| 08/12/2022 | ACH5179 | RING POWER CORPORATION | \$ 9,062.48 |
| 08/12/2022 | ACH5162 | Fiber Solutions | \$ 8,870.27 |
| 07/29/2022 | ACH5092 | ASRUS LLC | \$ 8,750.00 |
| 07/15/2022 | ACH5046 | ASSOC OF METROPOLITAN WATER AGENCY | \$ 8,715.00 |
| 08/26/2022 | DBT8262022 | Valic | \$ 8,620.05 |
| 07/15/2022 | ACH5042 | AIR CENTERS-FLORIDA | \$ 8,577.59 |
| 07/01/2022 | ACH5013 | AECOM TECHNICAL SERVICES INC | \$ 8,525.24 |
| 08/15/2022 | DBT081522 | Valic | \$ 8,490.10 |
| 07/29/2022 | dbt072922 | Valic | \$ 8,488.54 |
| 07/15/2022 | DBT7152022 | Valic | \$ 8,414.81 |
| 07/29/2022 | ACH5104 | CORONADO LAWN SERVICE OF FL | \$ 8,367.00 |
| 07/01/2022 | dbt07012022 | Valic | \$ 8,339.05 |
| 07/29/2022 | 39595 | SARASOTA COUNTY ENVIRONMENTAL UTILITIES | \$ 8,268.54 |
| 07/29/2022 | 39600 | UNITED STATES GEOLOGICAL SURVEY | \$ 8,265.00 |
| 08/12/2022 | ACH5159 | Entech Computer Services LLC | \$ 8,199.07 |
| 08/26/2022 | ACH5210 | DELL MARKETING LP | \$ 7,970.34 |
| 07/15/2022 | ACH5062 | Environmental Science Associates | \$ 7,160.00 |
| 08/12/2022 | ACH5142 | ASRUS LLC | \$ 7,000.00 |
| 07/29/2022 | ACH5109 | Entech Computer Services LLC | \$ 6,528.50 |
| 08/12/2022 | ACH5183 | Tanner Industries, Inc | \$ 6,361.41 |
| 08/12/2022 | ACH5158 | DESOTO COUNTY BOCC | \$ 6,248.85 |
| 07/29/2022 | ACH5136 | VOYAGER FLEET SYSTEMS INC | \$ 5,866.49 |
| 07/29/2022 | ACH5120 | KING ENGINEERING ASSOCIATES INC | \$ 5,784.60 |
| 07/25/2022 | ACH07252022 | PNC Bank | \$ 5,778.70 |
| 07/29/2022 | ACH5087-1 | 1& Done Handyman LLC | \$ 5,776.41 |
| 07/29/2022 | ACH5129 | SOUTHERN TANK AND PUMP | \$ 5,149.35 |
| 08/23/2022 | ACH08232022 | PNC Bank | \$ 4,943.18 |
| 07/15/2022 | 39568 | CS3 Waterworks | \$ 4,920.00 |
| 07/29/2022 | ACH5094 | BLACK & VEATCH | \$ 4,890.50 |
| 08/26/2022 | ACH5233 | VOYAGER FLEET SYSTEMS INC | \$ 4,736.62 |
| 07/01/2022 | ACH5023 | CHARLOTTE COUNTY BCC - LANDFILL | \$ 4,633.87 |
| 08/26/2022 | ACH5193 | AIR CENTERS-FLORIDA | \$ 4,236.25 |
| 07/15/2022 | ACH5070 | HVMI LLC | \$ 4,210.00 |
| 08/26/2022 | ACH5206 | CHARLOTTE COUNTY BCC - LANDFILL | \$ 4,023.03 |
| 07/01/2022 | ACH5021 | CED - Port Charlotte | \$ 3,984.50 |

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**CHECK REGISTER: JULY & AUGUST 2022****By Amount Largest to Smallest****PUBLIC FUNDS INTEREST CHECKING (PNC)**

| Date | Document Number | Payee Name / Description | Amount |
|-------------|------------------------|---|---------------|
| 08/12/2022 | ACH5161 | FEL-FT MYERS WATERWORKS | \$ 3,472.23 |
| 08/12/2022 | ACH5171 | KIMLEY-HORN AND ASSOCIATES INC | \$ 3,373.35 |
| 08/12/2022 | ACH5166 | Hach Company | \$ 3,360.68 |
| 07/15/2022 | 39567 | AMAZON | \$ 3,290.61 |
| 07/01/2022 | ACH5026 | Entech Computer Services LLC | \$ 3,250.00 |
| 08/26/2022 | ACH5212 | Environmental Science Associates | \$ 3,180.00 |
| 07/15/2022 | ACH5081 | ROGERS PETROLEUM INC | \$ 3,071.21 |
| 07/29/2022 | ACH5111 | FLUID CONTROL SPECIALTIES INC | \$ 3,028.00 |
| 07/15/2022 | 39571 | DEX IMAGING | \$ 2,995.81 |
| 07/15/2022 | 39577 | SERVPRO | \$ 2,898.81 |
| 07/15/2022 | ACH5048 | BEAMEX INC | \$ 2,879.00 |
| 07/01/2022 | ACH5039 | THE LAKE DOCTORS INC | \$ 2,800.00 |
| 07/15/2022 | 39570 | DAVID CANNON WELL DRILLING INC | \$ 2,787.92 |
| 07/15/2022 | ACH5085 | USA Bluebook | \$ 2,713.70 |
| 07/29/2022 | ACH5121 | Lazenby & Associates Inc | \$ 2,615.94 |
| 08/12/2022 | ACH5170 | KEETON'S OFFICE & ART SUPPLY | \$ 2,572.64 |
| 07/29/2022 | ACH5125 | PRESTI & NAEGELE | \$ 2,461.60 |
| 07/15/2022 | ACH5086 | Vanguard Cleaning Systems of SW Florida | \$ 2,400.00 |
| 08/12/2022 | ACH5186 | Vanguard Cleaning Systems of SW Florida | \$ 2,400.00 |
| 08/12/2022 | ACH5172 | LLumin INC | \$ 2,250.00 |
| 07/29/2022 | 39593 | LWR Town Center Association Inc | \$ 2,200.00 |
| 07/29/2022 | ACH5123 | Matt's Lawn Service | \$ 2,175.00 |
| 08/26/2022 | ACH5232 | USA Bluebook | \$ 2,086.35 |
| 07/15/2022 | ACH5041 | AA ELECTRIC SE INC | \$ 2,037.38 |
| 07/15/2022 | ACH5045 | Apple Video & Photography Studio | \$ 1,944.99 |
| 07/01/2022 | ACH5028 | Hach Company | \$ 1,840.66 |
| 08/12/2022 | ACH5163 | Fisher Scientific | \$ 1,706.47 |
| 08/12/2022 | ACH5189 | WOMACK SANITATION INC | \$ 1,654.00 |
| 08/12/2022 | ACH5185 | USA Bluebook | \$ 1,650.75 |
| 07/29/2022 | ACH5100 | CenturyLink-6358 | \$ 1,644.89 |
| 08/26/2022 | ACH5203 | CenturyLink-6358 | \$ 1,644.89 |
| 07/15/2022 | ACH5061 | Entech Computer Services LLC | \$ 1,636.20 |
| 07/01/2022 | ACH5022 | CenturyLink-6358 | \$ 1,628.71 |
| 08/26/2022 | 39610 | DESOTO COUNTY WATER UTILITY | \$ 1,606.59 |
| 08/26/2022 | ACH5216 | GRAINGER | \$ 1,570.75 |
| 08/26/2022 | ACH5197 | BENCHMARK ENVIROANALYTICAL INC | \$ 1,565.50 |
| 08/26/2022 | ACH5195 | Apple Video & Photography Studio | \$ 1,495.00 |
| 07/29/2022 | ACH5107 | E.F. GAINES SURVEYING SERVICES, INC | \$ 1,451.25 |
| 07/29/2022 | 39598 | TIRE KINGDOM | \$ 1,418.49 |
| 08/26/2022 | 39617 | SARASOTA TROPHY & AWARDS INC | \$ 1,364.00 |
| 08/26/2022 | ACH5202 | CED - Port Charlotte | \$ 1,211.31 |
| 07/29/2022 | ACH5134 | THERMO ELECTRON NORTH AMERICA LLC | \$ 1,141.00 |
| 07/01/2022 | ACH5033 | MADER ELECTRIC INC | \$ 1,116.47 |
| 07/29/2022 | ACH5115 | Hach Company | \$ 1,112.67 |
| 08/12/2022 | ACH5165 | GRAINGER | \$ 1,106.80 |
| 08/26/2022 | ACH5211 | EARTH BALANCE | \$ 1,067.02 |
| 07/15/2022 | 39581 | U.S. BANK EQUIPMENT FINANCE | \$ 1,052.67 |
| 08/26/2022 | 39622 | U.S. BANK EQUIPMENT FINANCE | \$ 1,052.67 |
| 08/26/2022 | ACH5226 | MSC INDUSTRIAL SUPPLY CO | \$ 970.76 |
| 08/12/2022 | ACH5155 | CINTAS FIRE 636525 | \$ 970.00 |
| 07/29/2022 | ACH5093 | BENCHMARK ENVIROANALYTICAL INC | \$ 957.00 |
| 08/26/2022 | 39604 | AMAZON | \$ 946.26 |
| 07/15/2022 | 39574 | GRAINGER | \$ 942.44 |
| 08/12/2022 | ACH5168 | IDEXX DISTRIBUTION INC | \$ 941.74 |
| 07/01/2022 | ACH5016 | BENCHMARK ENVIROANALYTICAL INC | \$ 923.50 |
| 07/01/2022 | ACH5025 | EARTH BALANCE | \$ 906.16 |
| 07/15/2022 | 39572 | DMS-FINANCIAL MGMT SERVICES | \$ 894.68 |
| 07/15/2022 | ACH5068 | Hach Company | \$ 886.33 |
| 08/26/2022 | 39619 | TEST GAUGE INC | \$ 874.93 |
| 08/26/2022 | 39608 | DESOTO AUTOMOTIVE ENTERPRISES INC | \$ 869.71 |

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**CHECK REGISTER: JULY & AUGUST 2022****By Amount Largest to Smallest****PUBLIC FUNDS INTEREST CHECKING (PNC)**

| Date | Document Number | Payee Name / Description | Amount |
|-------------|------------------------|--|---------------|
| 07/29/2022 | 39596 | SMITH RANCH & GARDEN INC | \$ 816.00 |
| 07/15/2022 | ACH5057 | Certified Slings Inc | \$ 765.90 |
| 07/29/2022 | 39599 | TRACTOR SUPPLY COMPANY CREDIT PLAN | \$ 738.74 |
| 08/12/2022 | ACH5154 | CINTAS | \$ 707.83 |
| 08/12/2022 | ACH5174 | MSC INDUSTRIAL SUPPLY CO | \$ 686.76 |
| 07/29/2022 | ACH5102 | Cimtec Automation, LLC | \$ 679.44 |
| 08/26/2022 | ACH5224 | Matt's Lawn Service | \$ 675.00 |
| 07/15/2022 | ACH5079 | PRO-CHEM INC | \$ 663.30 |
| 07/29/2022 | ACH5103 | CINTAS | \$ 636.90 |
| 07/15/2022 | ACH5072 | KONE Inc | \$ 625.67 |
| 08/26/2022 | ACH5223 | KEETON'S OFFICE & ART SUPPLY | \$ 613.83 |
| 08/26/2022 | ACH5196 | Bates Flags & Flagpoles | \$ 612.00 |
| 07/29/2022 | 39594 | SAM'S CLUB | \$ 578.87 |
| 07/29/2022 | ACH5135 | TRINOVA INC. | \$ 575.33 |
| 07/01/2022 | ACH5035 | MSC INDUSTRIAL SUPPLY CO | \$ 570.60 |
| 08/12/2022 | ACH5180 | SOUTHERN TANK AND PUMP | \$ 561.00 |
| 07/01/2022 | ACH5036 | NATIONAL BUSINESS FURNITURE, LLC | \$ 538.10 |
| 07/15/2022 | 39575 | HOME DEPOT | \$ 530.19 |
| 08/12/2022 | ACH5139 | AIR CENTERS-FLORIDA | \$ 521.25 |
| 07/29/2022 | ACH5099 | CED - Port Charlotte | \$ 494.54 |
| 08/26/2022 | ACH5214 | Fisher Scientific | \$ 490.05 |
| 07/29/2022 | 39589 | DMS-FINANCIAL MGMT SERVICES | \$ 447.82 |
| 07/01/2022 | ADBT070122 | STATE OF FLORIDA DISBURSEMENT UNIT | \$ 444.75 |
| 07/15/2022 | ADBT071522 | STATE OF FLORIDA DISBURSEMENT UNIT | \$ 444.75 |
| 07/29/2022 | ADBT072922 | STATE OF FLORIDA DISBURSEMENT UNIT | \$ 444.75 |
| 08/12/2022 | ADBT081222 | STATE OF FLORIDA DISBURSEMENT UNIT | \$ 444.75 |
| 08/26/2022 | ADBT082622 | STATE OF FLORIDA DISBURSEMENT UNIT | \$ 444.75 |
| 07/15/2022 | ACH5066 | FORD RITZ | \$ 442.88 |
| 07/29/2022 | 39587 | Core & Main LP | \$ 433.80 |
| 07/15/2022 | ACH5050 | BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA | \$ 433.48 |
| 08/12/2022 | ACH5144 | BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA | \$ 433.48 |
| 07/01/2022 | ACH5034 | MCMASTER-CARR SUPPLY CO | \$ 433.41 |
| 07/29/2022 | ACH5119 | KEETON'S OFFICE & ART SUPPLY | \$ 426.47 |
| 07/15/2022 | ACH5049 | BENCHMARK ENVIROANALYTICAL INC | \$ 415.50 |
| 07/01/2022 | ACH5031 | KEETON'S OFFICE & ART SUPPLY | \$ 406.19 |
| 07/29/2022 | ACH5128 | SARASOTA CHAMBER OF COMMERCE | \$ 395.00 |
| 08/12/2022 | ACH5164 | Frontier-941 | \$ 382.48 |
| 08/26/2022 | 39609 | DESOTO CO CHAMBER OF COMMERCE | \$ 375.00 |
| 08/26/2022 | 39618 | SMITH RANCH & GARDEN INC | \$ 374.99 |
| 08/12/2022 | ACH5151 | CENTURYLINK | \$ 374.45 |
| 08/26/2022 | 39621 | TRACTOR SUPPLY COMPANY CREDIT PLAN | \$ 369.96 |
| 07/15/2022 | ACH5055 | CENTURYLINK | \$ 366.05 |
| 08/12/2022 | ACH5143 | BENCHMARK ENVIROANALYTICAL INC | \$ 348.00 |
| 08/12/2022 | ACH5184 | TRANSCAT INC | \$ 325.62 |
| 08/12/2022 | ACH5167 | HDR ENGINEERING INC | \$ 323.75 |
| 07/15/2022 | ACH5065 | Fisher Scientific | \$ 318.80 |
| 07/15/2022 | 39578 | SUPER T | \$ 316.76 |
| 08/26/2022 | 39612 | HOME DEPOT | \$ 307.06 |
| 07/29/2022 | ACH5137 | WOMACK SANITATION INC | \$ 298.00 |
| 07/15/2022 | ACH5064 | FEL-FT MYERS WATERWORKS | \$ 296.46 |
| 08/12/2022 | ACH5173 | Mike Coates | \$ 294.18 |
| 07/29/2022 | 39597 | SUNBELT RENTALS | \$ 291.95 |
| 07/15/2022 | ACH5082 | SARASOTA HERALD TRIBUNE | \$ 277.75 |
| 07/15/2022 | ACH5084 | TRULY NOLEN BRANCH 079 | \$ 275.00 |
| 08/26/2022 | 39614 | Manatee County Utilities Department | \$ 272.75 |
| 08/26/2022 | ACH5220 | IDEXX DISTRIBUTION INC | \$ 271.34 |
| 07/15/2022 | 39576 | Manatee County Utilities Department | \$ 270.48 |
| 07/29/2022 | ACH5106 | Daniel J Roberts | \$ 246.58 |
| 08/26/2022 | ACH5205 | Certain Services INC | \$ 243.49 |
| 07/29/2022 | ACH5112 | FRONTIER COMMUNICATIONS-305 | \$ 240.98 |

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**CHECK REGISTER: JULY & AUGUST 2022****By Amount Largest to Smallest****PUBLIC FUNDS INTEREST CHECKING (PNC)**

| Date | Document Number | Payee Name / Description | Amount |
|-------------|------------------------|------------------------------------|---------------|
| 08/26/2022 | ACH5215 | FRONTIER COMMUNICATIONS-305 | \$ 240.98 |
| 08/12/2022 | ACH5140 | AIRGAS USA LLC | \$ 240.29 |
| 07/29/2022 | ACH5090 | AIRGAS USA LLC | \$ 234.83 |
| 07/15/2022 | ACH5076 | MSC INDUSTRIAL SUPPLY CO | \$ 234.05 |
| 07/15/2022 | ACH5078 | Navitas Credit Corp | \$ 211.58 |
| 08/12/2022 | ACH5177 | Navitas Credit Corp | \$ 211.58 |
| 07/15/2022 | ACH5067 | Frontier-941 | \$ 206.88 |
| 08/12/2022 | ACH5178 | REXEL USA Inc | \$ 199.57 |
| 07/15/2022 | 39583 | Waste Pro Bradenton/Sarasota | \$ 190.00 |
| 07/29/2022 | 39602 | Waste Pro Bradenton/Sarasota | \$ 190.00 |
| 08/26/2022 | 39624 | Waste Pro Bradenton/Sarasota | \$ 190.00 |
| 07/15/2022 | ACH5071 | KEETON'S OFFICE & ART SUPPLY | \$ 180.39 |
| 07/15/2022 | ACH5043 | AIRGAS USA LLC | \$ 174.49 |
| 08/26/2022 | 39603 | Alan Maio | \$ 160.13 |
| 08/26/2022 | 39616 | SAM'S CLUB | \$ 159.40 |
| 08/12/2022 | ACH5169 | Jim Guida | \$ 154.50 |
| 07/15/2022 | 39579 | THE SUN | \$ 151.58 |
| 07/29/2022 | ACH5101 | Centurylink 3363 | \$ 144.05 |
| 08/26/2022 | ACH5204 | Centurylink 3363 | \$ 144.05 |
| 08/26/2022 | 39615 | NaturZone Pest Control | \$ 142.80 |
| 07/15/2022 | ACH5074 | Marisol Garcia | \$ 141.00 |
| 07/01/2022 | ACH5038 | ShredQuick, Inc. | \$ 134.25 |
| 07/29/2022 | 39591 | HOME DEPOT | \$ 125.88 |
| 07/01/2022 | ACH5029 | Hostetler Irrigation Inc | \$ 125.00 |
| 08/26/2022 | ACH5218 | Hostetler Irrigation Inc | \$ 125.00 |
| 07/29/2022 | 39584 | Bates Flags & Flagpoles | \$ 122.40 |
| 08/26/2022 | ACH5228 | RING POWER CORPORATION | \$ 120.11 |
| 07/29/2022 | ACH5088 | ADVANTAGE CARE INC. | \$ 120.00 |
| 08/12/2022 | ACH5152 | Certified Slings Inc | \$ 119.00 |
| 07/15/2022 | ACH5047 | BATTERIES PLUS BULBS #451 | \$ 116.31 |
| 08/26/2022 | ACH5229 | SARASOTA HERALD TRIBUNE | \$ 115.50 |
| 07/15/2022 | ACH5075 | MIS Moss Integration Solutions Inc | \$ 115.00 |
| 07/29/2022 | 39592 | INGMAN MARINE | \$ 112.39 |
| 08/26/2022 | 39606 | Braden River Utilities LLC | \$ 104.28 |
| 07/15/2022 | ACH5056 | Certain Services INC | \$ 100.00 |
| 07/15/2022 | 39580 | TRACTOR SUPPLY COMPANY CREDIT PLAN | \$ 99.90 |
| 08/26/2022 | ACH5190 | Abacus Web Services | \$ 99.00 |
| 07/01/2022 | ACH5024 | CINTAS | \$ 99.00 |
| 08/26/2022 | ACH5207 | CINTAS | \$ 99.00 |
| 07/29/2022 | 39586 | Braden River Utilities LLC | \$ 96.98 |
| 08/26/2022 | ACH5231 | SUNSHINE ACE HARDWARE | \$ 95.95 |
| 07/15/2022 | 39582 | VERIZON WIRELESS | \$ 93.52 |
| 08/26/2022 | 39623 | VERIZON WIRELESS | \$ 93.03 |
| 07/29/2022 | 39601 | VERIZON WIRELESS | \$ 91.49 |
| 07/29/2022 | ACH5127 | PROTEGIS FIRE & SAFETY | \$ 88.61 |
| 08/26/2022 | ACH5213 | FEDERAL EXPRESS | \$ 72.34 |
| 07/29/2022 | ACH5132 | SUNSHINE STATE ONE CALL OF FL INC | \$ 68.68 |
| 08/12/2022 | ACH5182 | SUNSHINE STATE ONE CALL OF FL INC | \$ 68.68 |
| 08/26/2022 | 39620 | THE SUN | \$ 67.21 |
| 07/15/2022 | ACH5054 | CED - Port Charlotte | \$ 58.50 |
| 08/12/2022 | ACH5156 | COLE-PARMER INSTRUMENT CO | \$ 50.08 |
| 07/29/2022 | ACH5131 | SUNSHINE ACE HARDWARE | \$ 48.32 |
| 08/12/2022 | ACH5138 | AA ELECTRIC SE INC | \$ 44.28 |
| 07/15/2022 | ACH5063 | FEDERAL EXPRESS | \$ 43.77 |
| 07/29/2022 | ACH5110 | FEDERAL EXPRESS | \$ 34.46 |
| 08/26/2022 | 39611 | FLORIDA DEPARTMENT OF STATE | \$ 33.32 |
| 08/26/2022 | ACH5192 | Agilent Technologies Inc | \$ 32.84 |
| 07/29/2022 | 39585 | BILL'S BOTTLED WATER SERVICE | \$ 32.25 |
| 08/26/2022 | 39605 | BILL'S BOTTLED WATER SERVICE | \$ 27.00 |

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: JULY & AUGUST 2022

By Amount Largest to Smallest

PUBLIC FUNDS INTEREST CHECKING (PNC)

| Date | Document Number | Payee Name / Description | Amount |
|--------------|------------------------|---------------------------------|------------------------|
| 07/15/2022 | ACH5059 | CINTAS | \$ 17.64 |
| 08/12/2022 | ACH5160 | FEDERAL EXPRESS | \$ 11.06 |
| 07/01/2022 | ACH5027 | FEDERAL EXPRESS | \$ 7.66 |
| Total | | | \$ 5,252,673.11 |

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: JULY & AUGUST 2022

CONSTRUCTION CHECKING (PNC)

| Date | Document Number | Payee Name / Description | Amount |
|-------------|------------------------|---------------------------------|------------------------|
| 07/29/2022 | CACH201 | HDR ENGINEERING INC | \$ 589,947.75 |
| 08/12/2022 | CACH202 | ASRUS LLC | \$ 3,740.00 |
| 08/12/2022 | CACH203 | HDR ENGINEERING INC | \$ 480,869.38 |
| | | Total | \$ 1,074,557.13 |

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: JULY & AUGUST 2022

Alphabetically by Vendor

CONSTRUCTION CHECKING (PNC)

| Date | Document Number | Payee Name / Description | Amount |
|-------------|------------------------|---------------------------------|------------------------|
| 08/12/2022 | CACH202 | ASRUS LLC | \$ 3,740.00 |
| 07/29/2022 | CACH201 | HDR ENGINEERING INC | \$ 589,947.75 |
| 08/12/2022 | CACH203 | HDR ENGINEERING INC | \$ 480,869.38 |
| | | Total | \$ 1,074,557.13 |

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: JULY & AUGUST 2022

By Amount Largest to Smallest

CONSTRUCTION CHECKING (PNC)

| Date | Document Number | Payee Name / Description | Amount |
|-------------|------------------------|---------------------------------|------------------------|
| 07/29/2022 | CACH201 | HDR ENGINEERING INC | \$ 589,947.75 |
| 08/12/2022 | CACH203 | HDR ENGINEERING INC | \$ 480,869.38 |
| 08/12/2022 | CACH202 | ASRUS LLC | \$ 3,740.00 |
| | | Total | \$ 1,074,557.13 |

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 5, 2022***

**ROUTINE STATUS REPORTS
ITEM 3**

**Peace River Regional Reservoir No. 3 (PR³)
Preliminary Design**

ROUTINE STATUS REPORTS ITEM 3

Project Status Report

Project: Peace River Regional Reservoir No. 3 (PR³) Project – Preliminary Engineering

Date: October 5, 2022

Prepared by: Terri Holcomb, PE, Director of Engineering

Project Description

The key to use of seasonally available surface water as a reliable public water supply is the ability to harvest and store large volumes of water during relatively short periods of availability. The Peace River facility utilizes off-stream raw water reservoirs, and an aquifer storage and recovery system to support use of supplies skimmed from the Peace River as an alternative water supply, reliably meeting much of the drinking water needs in the District's southern water planning area. The Peace River Reservoir No. 3 (PR³) Project will include a third off-stream raw water reservoir (minimum 6 BG capacity) at the Peace River site in DeSoto County, expanded river intake capacity and connecting pipelines.

The Reservoir No. 3 Project is supported by the Authority's Water Use Permit (20 010420.010) issued February 26, 2019 which authorized increasing the maximum daily withdrawal from the Peace River from 120 MGD to 258 MGD to enhance the capture and storage of excess flows during the wet season. The increase in withdrawal will facilitate gaining additional drinking water supply yield from this system. In addition, the Authority's 2020 Master Water Supply Plan identified an additional 15 MGD in alternative water supply capacity development is available from the Peace River Facility Expansion Project, inclusive of the PR3 Project. The Southwest Florida Water Management District is funding this portion of the PR3 Project in the amount of \$3,625,000.

Current status

Work Order No. 2 'Peace River Regional Reservoir (PR³) 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 (PR³) 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: October 5, 2022

Prepared by: Terri Holcomb, PE, Director of Engineering

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 1st. The Wetland Delineations began on March 17th and continued on March 18th and again on March 28th – 30th. The first Monthly Progress Meeting was held on March 17th. Geotechnical field investigations began on March 14th with the equipment being mobilized to the Reserve. Soil/auger borings and other geotechnical investigations will continue through June.
- April 2022** The Monthly Progress Meeting was held on April 14th. Wetland delineations continued April 11th – 14th; and April 20th – 22nd. Geotechnical field investigations continued throughout the month of April.
- May 2022** The Monthly Progress Meeting was held on May 10th. The Consultant held a System Conveyance Workshop on May 2nd with Operations, Engineering and Water Resources staff. An Environmental Permitting / Mitigation Strategy meeting was held virtually on May 12th. Geotechnical field investigations continued through the month of May.
- June 2022** The Monthly Progress Meeting was held on June 9th, 2022. Geotechnical and Environmental field investigations continued through the month of June. A site visit to the existing intake structure was held on June 2 by the Consultant Team to coordinate siting and intake orientation design efforts.
- July 2022** The Monthly Progress Meeting was held on July 14, 2022. 15 % Design Drawings and Basis of Design Report was received on July 15th, 2022. On July 25th a Communications Workshop was held to review the Authority’s goals and messaging objectives for the PR3 Project. Authority staff met with FWC staff in Tallahassee on July 27th to discuss the benefits of restoration efforts on Orange Hammock.
- August 2022** A 15% Design – Review Workshop was held on August 16th with Consultant and Authority Staff to go over comments from Authority staff on the conceptual design. The

Monthly Progress Meeting was held on August 18th via MS Teams in conjunction with a meeting on the conceptual preliminary mitigation strategy. Consultant attended a discussion on the preparation of presentation items for the upcoming Professional Staff Meeting. The Consultant provided a 15% Cost Estimate for the PR3 Project on August 31st and also provided an MS Teams presentation on the basis of the estimates also on August 31st.

September 2022

The Consultant presented an update on the PR3 Project – 15% Preliminary Design Milestone at the Professional Staff Meeting held on September 7th in Sarasota County. The Consultant provided a Communications Project Fact Sheet on the PR3 Project on September 12th. The Consultant performed additional geotechnical work including piezometer water quality testing on the PR3 site on September 15th.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 5, 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: October 5, 2022

Prepared by: Ford Ritz, P.E., Project Engineer

The following information summarizes the project description and status. (see attached general project area figure).

Project Description

The Phase Regional Integrated Loop System Phase 2B Pipeline is approximately 13-miles of 42-inch diameter pipe beginning near the western end of the existing Phase 2 Regional Interconnect and 36-inch diameter Charlotte County Regional Transmission Main (CCTM), near the intersection of Harbor Boulevard and Veterans Boulevard in Charlotte County. As currently envisioned, based on the 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.

Progressive Design-Build Team Selection Process

On June 24th, 2022, 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 30th and all four Teams were shorted-listed and proceed to the interview stage. One short-listed Team declined the opportunity to interview. PSEC interviews with presentations were held on July 14th, 2022, and the top two (2) Teams were recommended to the Board on August 3, 2022, for delivery of the Regional Integrated Loop System Phase 3C Pipeline Project and the Regional Integrated Loop System Phase 2B Pipeline Project.

Current Status

Regional Integrated Loopy System Phase 2B Project Schedule Overview

The Project will be subdivided into 2 Phases. The schedule includes:

Regional Integrated Loop System Phase 2B Pipeline Project
October 5, 2022

- Phase 1 – Includes - Contract for Progressive Design Build Services - scope and fee. Scope includes 60% design, property and permitting and GMP for Phase 2 Services. Scope/fee and Phase 1 Services are due September 20, 2022, for consideration at the October 5th, Board Meeting.
- 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: October 5, 2022

Prepared by: Ford Ritz, P.E., Project Engineer

The following information summarizes the historical milestones and events of the Regional Integrated Loop System Phase 2B 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 separate 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.

- August 3, 2022 – The Board Approved the PSEC’s recommendation of Woodruff & Sons Inc., Design-Build Team for delivery of the Regional Integrated Loop System Phase 2B Pipeline. Staff began preparation of the Contract Documents on August 5th, 2022.

- September – Staff continues to negotiate Contract Documents including the Agreement, General Conditions, Exhibits, and Phase 1 Design Services Fee for the Project. The Regional Integrated Loop System Phase 2B Pipeline Project – Phase 1 Services Contract will be presented to Board for approval at the October 5, 2022 meeting.

Peace River Manasota Regional Water Supply Authority Regional Vision for 2042



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 5, 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: October 5, 2022

Prepared by: Mike Knowles, P.E., Engineering & Projects Sr. Manager

The following information summarizes the project description and status. (see attached general project area figure).

Project Description

The Regional Integrated Loop System Phase 3C Pipeline Project (Project) includes the design and construction of approximately 42,500 LF of 42-inch diameter pipe, a new 10 MGD pumping facility (expandable to 30 MGD) located near the northern end of the Project, and one finished water ground storage tank (estimated 5 MG). The project includes metering facilities, chemical adjustment, telemetry, backup power supply, and other appurtenances as deemed appropriate to make the project fully functional for water transfer and delivery. The pipeline begins at the northern end of the existing Regional Integrated Loop Phase 3B pipeline within Sarasota County near State Road 72 immediately east of Cow Pen Slough Canal. The pipeline will then extend generally north to the approximate vicinity of the intersection of Fruitville and Lorraine Roads where it will terminate at a delivery location with Sarasota County utilities existing infrastructure. The delivery of potable water through this pipeline needs to offer a high degree of flexibility to enable the delivery of the required supply and facilitate a future extension/expansion of the regional water transmission system to support future regional supply and connectivity goals.

Progressive Design-Build Team Selection Process

On June 24th, 2022, 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 30th and all four Teams were shorted-listed and proceed to the interview stage. One short-listed Team declined the opportunity to interview. PSEC interviews with presentations were held on July 14th, 2022, and the top two (2) Teams were recommended to the Board on August 3, 2022, for delivery of the Regional Integrated Loop System Phase 3C Pipeline Project and the Regional Integrated Loop System Phase 2B Pipeline Project.

Current Status

Regional Integrated Loop System Phase 3C Project Schedule Overview

The Project will be subdivided into 2 Phases. The schedule includes:

- Phase 1 – Includes - Contract for Progressive Design Build Services - scope and fee/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 February 2023.
- Regional Integrated Loop Phase 3C Pipeline Project final completion is scheduled for March 1, 2025.

Project History Briefing

Project: Regional Integrated Loop System Phase 2B Pipeline Project

Date: October 5, 2022

Prepared by: Mike Knowles, P.E., Engineering & Projects Sr. Manager

The following information summarizes the historical milestones and events of the Regional Integrated Loop System Phase 3C Project

History of Project Development

Phase 3C Feasibility and Routing Study Solicitation for Qualifications

On June 23, 2020, a request for qualifications for a feasibility and routing study was advertised. Eight firms submitted qualifications on time. On August 11, 2020, three firms were shortlisted, based on Statement of Qualification, by the Authority Professional Selection Evaluation Committee (PSEC) for presentations and interviews. On September 2, 2020, Wade-Trim, Inc. was selected by the PSEC after presentations and interviews. The PSEC selection was approved by the Board on September 30, 202 and the professional services contract for Wade-Trim, Inc. on the feasibility and routing study was approved by the Board in December of 2020. The study was completed, and the results accepted by the Board in April 2022. The milestones of this study are detailed in the June 2022 Routine Status Report, Item 6.

Progressive Design-Build Solicitation for Qualifications

On May 24, 2022, a request for qualifications for Progressive Design-Build Services was advertised. Four Design-Build Teams submitted qualifications on time. On June 30, 2022, all four teams were shortlisted, based on the Statement of Qualification, by the Authority Professional Selection Evaluation Committee (PSEC) for presentations and interviews. On July 14, 2022, the Garney Companies, Inc., Progressive Design Build Team was selected by the PSEC after presentations and interviews for the Phase 3C project. On August 3rd, 2022 the Board approved the PSEC recommendation of Garney Companies, Inc. Design-Build Team for the Regional Integrated Loop System Phase 3C Pipeline Project.

- August 3, 2022 – The Board Approved the PSEC’s recommendation of Woodruff & Sons Inc., Design-Build Team for delivery of the Regional Integrated Loop System Phase 2B Pipeline. Staff began preparation of the Contract Documents on August 5th, 2022.
- September 2022 – Staff continues to negotiate Contract Documents including the Agreement, General Conditions, Exhibits, and Phase 1 Design Services Fee for the Project. The Regional Integrated Loop System Phase 3C Pipeline Project – Phase 1 Services Contract will be presented to the Board for approval at the October 5, 2022 meeting.

Peace River Manasota Regional Water Supply Authority Regional Vision for 2042



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 5, 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: October 5, 2022

Prepared by: Ford Ritz, P.E., Project Engineer

The following information summarizes the project description and current status. (see attached general project area figure).

Project Description

The 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.

The Project was Bid Opening was August 17, 2022. Three Contractors submitted bids on a timely basis. The apparent low bidder was TLC Diversified, Inc. (TLC) at a bid price of \$1,1196,000. Ardurra the EOR reviewed the bids forms, checked TLC references and recommends Award of the Construction Contract to TLC.

Project History Briefing

Project: **Desoto Booster Pump Station Modifications**
Also Known As – PRMRWSA Project Prairie Pump Station Acquisition and
Modification Project

Date: October 5, 2022

Prepared by: Ford Ritz, P.E., Project Engineer

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.

May 27, 2022 – Ardurra and Authority met via teams with the Operations Manager at the Walmart Distribution Center (Stewart Heintz) to discuss the connection and water delivery for

fire flow from the DeSoto Booster Pump Station (DBPS) to the Walmart Distribution Center. Mr. Heintz discuss in general how the Walmart Fire Protection system works, how often they test their fire protection system and the components of the fire protection system. Mr. Heintz stated that Walmart has no issues with the fire flow connection and water delivery service from DBPS. The Authority and Ardurra discussed components of the upcoming project with Mr. Heintz and potential schedule.

June 5, 2022 – Ardurra submitted 90% Interim Drawings and Div. 13 Instrumentation & Control Specifications, based on feedback from the Authority on the 60% Design Drawings and Specifications.

June 7, 2022 – A Design review meeting was held at the Peace River Facility. The meeting attended by Ardurra and Authority staff. Design elements, instrumentation and controls/SCADA, Contract documents/bid form, permitting and the project schedule were discussed.

June 10, 2022 – The Ardurra Interim 90% Design and Div. 13 Instrumentation & Control Specifications were forwarded to the District for review.

June 17, 2022 – The Authority staff held a conference call with Ardurra Instrumentation and Control staff to discuss, equipment upgrades, and coordination between the existing DeSoto County SCADA system and Authority SCADA system.

June 27, 2022 – Ardurra submitted 90% Design Contract Documents for the DeSoto County Pump Station Modifications to the Authority for review.

July 6, 2022 – The Authority forwarded review comments of 90% Design Contract Documents submittal to Ardurra.

July 13, 2022 – Ardurra submitted the Bidding Documents to the Authority for review. The Documents were forwarded to the SWFWMD.

July 18, 2022 - The Invitation to Bid was posted on the Authority Webpage by Procurement. Contractors in the Authority's library of As Needed Construction Contractors: Water Treatment Process & Pipeline Construction, Repair & Replacement were invited to Bid.

July 18, 2022 – Ardurra applied for the FDEP 62-555.900 Specific Permit to Construct PWS Components.

August 1, 2022 – The pre-bid conference was held at the PRF followed by a site visit. Attendees include Authority Staff, Ardurra Staff, SWFWMD Staff and Contractors.

August 5, 2022 – Addendum 1 was posted on the Authority Webpage by Procurement

August 17, 2022 – Three Bids were timely submitted. The apparent low bidder was TLC Diversified Inc. at \$1,1196,000. Other Contractor Bid included Garney at \$1,500,000 and Kiewit at \$1,432,000.

August 30, 2022 – The Notice of Intended Decision (NOID) was posted on the Authority webpage by Procurement.

September 8, 2022 – FDEP issued the Permit to Construct – Permit No. 78714-028-WC. The permit was forwarded to SWFWMD.

September 19, 2022 – Ardurra submitted the Engineers Recommendation Letter for Award Approval to TLC Diversified Inc. Back up included bid forms, bid tab and reference conformations.



Peace River Manasota Regional Water Supply Authority Regional Vision for 2035



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 5, 2022***

**ROUTINE STATUS REPORTS
ITEM 7**

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: September 15, 2022

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.

On June 17, 2022, DEP issued a second RAI to Mosaic, and Mosaic submitted its response on July 1, 2022. The second RAI and response address the following issues: revising forms and figures previously submitted; providing documentation that the required number and type of credits have been reserved from an approved mitigation bank; backfill material volumes; and locations for

proposed monitoring wells or piezometers. Additionally, on August 23, 2022, Mosaic provided revised CRP plans/tables, ERP maps, and State 404 Permit maps.

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, and Mosaic submitted its comments on the draft permit to DEP on July 18, 2022. 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). This permit includes requirements to monitor potential impacts to groundwater.

On August 29, 2022, DEP issued a letter acknowledging that Outfall D-004 had been constructed in accordance with the provisions of the subject permit and authorizing its operation, subject to the provisions of the permit.

Additionally, on January 14, 2022, DEP had issued Consent Order No. 21-1337 ("Consent Order") to Mosaic as a result of the release of turbid water and deposition of sand and clay materials in a portion of a wetland known as Parker Branch Wetland W-1. The Consent Order required the submittal of various reports and plans, including a Surface Water Quality Monitoring Plan. On July 26, 2022, Mosaic submitted the Surface Water Quality Monitoring Plan ("Plan") to DEP pursuant to the Consent Order. The Plan's proposed monitoring will continue through June 2023 and Mosaic will provide DEP semiannual reports and a final report in June 2023.

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

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 Bartow 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.)

On June 23, 2022, DEP issued a proposed consent order (OGC File No. 22-2000), and then a revised proposed consent order on August 29, 2022 (“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. On August 30, 2022, the final, executed Consent Order was issued and took effect. The Consent Order sets forth several corrective actions Mosaic must take at each of these facilities, as well as penalties and fines.

In addition to the discharges covered by the Consent Order, on July 6, 2022, Mosaic Fertilizer observed a crack in the perimeter dike closed slope, approximately 2 feet in length above the water line, at the Northwest Corner of the South Gypsum Stack. Mosaic’s correspondence notifying DEP of the critical condition explained that Mosaic responded in a prompt manner, there was no immediate risk to the environment, and that the condition will be repaired. On August 3, 2022, Mosaic notified DEP that the repairs to the observed conditions were completed on July 12, 2022 and submitted the construction quality assurance report from Ardaman.

Additionally, on August 19, 2022, Mosaic provided notice that it had possibly violated another provision of the judicial consent decree the facility is operating under relating to managing cleaning solutions at the Bartow Facility. It explained that on August 10, 2022, Mosaic personnel evaluating laboratory analytical results of samples collected during washing of the DAP3 plant on July 26, 2022, determined that an estimated 6,000 gallons of wash water containing concentrations of chromium greater than 5 mg/L had been released to the DAP Pond. Mosaic explained that it has

taken a near-term corrective action of suspending washing of the DAP3 plant pending an ongoing review and that a summary of planned corrective actions will be provided to regulatory agencies within 30 days.

The Bartow Facility is located at 3200 State Road 60 West in Polk County, at the boundary line of the Peace River watershed and over 50 miles away from the Peace River Regional Water Supply Authority Facility. However, one of the Bartow Facility's outfalls (Outfall D-002) discharges treated process wastewater, non-process wastewater, and stormwater to an unnamed ditch that flows to Six Mile Creek, which ultimately enters the Peace River.

Mosaic Fertilizer, LLC- Green Bay Facility

On May 5, 2021, DEP issued a final permit to Mosaic in response to its application (NPDES FL0000752-020-IW1S/RA) to DEP for a major modification of the wastewater discharge permit for its Green Bay Facility (the "2021 Permit"). The Green Bay Facility permanently discontinued all manufacturing activities and was idled in 2006, and plant closure was initiated in 2012. The 2021 Permit authorized reactivation of the of the then inactive lined Green Bay Lined North Gypsum Stack ("Lined North Gypstack") to re-initiate or resume its use to accommodate ongoing phosphate manufacturing. The 2021 Permit for resuming operation of the Lined North Gypstack was limited to the dimensions that were previously permitted for construction by DEP (under PA File No. FL0000752-003-IW1N/RA) and included modifications to specific operations to incorporate the transfer of phosphogypsum from the Bartow Facility for use at the Green Bay Facility (operations of the Bartow Facility are authorized under Permit No. FL0001589).

On August 11, 2022, Mosaic submitted an application for a minor modification to the 2021 Permit. The application requests a modification to the permit language to allow the acceptance of

process water from the Mosaic Riverview facility (FL0000761) at the Green Bay Facility. The Green Bay Facility already has a DEP-authorized process water unloading station for such purposes. The transfer capability is requested in order to provide process water management flexibility and provide an environmental safeguard to prevent the possible release of process water from the site and to maintain compliance with applicable rules for water capacity and storage requirements. DEP approved the modification request and issued a notice of permit revision on August 19, 2022 (“Notice”). The Notice states that the process water transfer is not expected to affect the surface water discharge quality or quantity, and that this modification will not change any effluent limitations or monitoring requirements as authorized by NPDES Permit No. FL0000752.

The Green Bay Facility is located in Bartow, Polk County, just outside of, but near the boundary of, the Peace River watershed, and the Bartow Facility is located in Bartow, Polk County at the boundary line of the Peace River watershed. The receiving waters for some of the Bartow Facility¹ project’s outfalls are located within the Peace River watershed.

City of Haines City—Water Use Permit

On August 4, 2022, the Southwest Florida Water Management District (“SWFWMD”) received a water use permit modification application (permit no. 8522.012) from City of Haines City (“City”). The application requests to increase the currently permitted allocation. The proposed permit modification is for an annual average allocation of 8.44 million gallons per day (“mgd”) (increased from the currently permitted 5.92 mgd) and peak month allocation of 10.043 mgd

¹ 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).

(increased from the currently permitted 7.046 mgd). The increased allocation is based on the City's updated population and demand projections through 2031. The application submittal explains that finding a solution to the City's water needs will require collaboration with Polk County Utilities, City of Winter Haven, SWFWMD, and Polk Regional Water Cooperative staff and others. The permit is for public supply uses in Polk County and is located in the Southern Water Use Caution Area and Green Swamp and Peace River basins.

Stillwater Preserve Development LLC—Water Use Permit

On July 15, 2022, Stillwater Preserve Development, LLC completed its water use permit application to SWFWMD (permit no. 20745.001) for the Streamsong project, which includes an increase in the permitted allocation. The application requests an annual average quantity of 1.201 mgd (increased from the currently permitted 1.0627 mgd) and peak month quantity of 2.731 mgd (increased from the currently permitted 2.442 mgd). The increase in allocation is due to an increase in the irrigated acreage of golf course that exclusively utilize surface water from an existing mining lake. These quantities rely exclusively on sources of alternative water supply, including surface water and reclaimed water, for the irrigation component. The permit is for landscape/recreation uses in Polk County and is located in the Southern Water Use Caution Area and Peace River basin.

East River Ranch 1400 LLC—Water Use Permit

On August 1, 2022, SWFWMD received an application for a new water use permit (permit no. 21063.000) from the East River Ranch 1400 LLC. The application requests an annual average quantity of 1.065 mgd and peak month quantity of 1.898 mgd. Although classified as a "new" permit, the application is the result of land transfers covered by an existing water use permit (permit no. 4789.008) and does not request any increase in the currently permitted allocation. This application

requests 61% of the currently permitted allocation (and a separate water use permit modification application has been submitted for permit no. 4789.008 to retain the remaining 39% of the permitted allocation). The permit is for agricultural uses in Manatee County and is located in the Most Impacted Area of the Southern Water Use Caution Area and Manasota basin.

U.S. Agri-Chemicals Corporation — Water Use Permit

On July 28, 2022, SWFWMD issued a water use permit renewal (permit no. 438.010) to U.S. Agri-Chemicals Corporation for its Fort Meade Chemical Plant project, which includes a decrease in the permitted allocation. The permit authorizes an annual average quantity of 5.7 mgd (previously 6.2 mgd) and peak month quantity of 6.2 mgd (previously 7.3 mgd). The permit is for industrial and commercial uses in Polk County and is located in the Southern Water Use Caution Area and Peace River basin.