AGENDA
REGULAR MEETING
ENGLEWOOD WATER DISTRICT BOARD OF SUPERVISORS
201 SELMA AVENUE, ENGLEWOOD, FL 34223
April 9, 2026 @ 8:30 A.M.

Board of Supervisors:	**Staff:**
Taylor Meals, Chair	Keith R. Ledford, Jr., P.E., Administrator
Tony Babington, Vice-Chair	Robert H. Berntsson, District Counsel
Robert C. Stern, Jr.	Dewey Futch, Water Operations Manager
Sydney B. Crampton	Lisa Hawkins, Finance Director
Lani Gaver	Ashley Aguiar, Executive Assistant

1. PLEDGE OF ALLEGIANCE & ROLL CALL

2. **ANNOUNCEMENTS** – Additions or Deletions

3. **PUBLIC INPUT**

To address the Board during this portion of the meeting you must fill out a Civility Agreement, state your name and address for the record and which agenda item is to be addressed. Remarks shall be limited to 4 minutes and no discussion will take place during this portion of the meeting.

CARDS MUST BE SUBMITTED PRIOR TO THE COMMENCEMENT OF THE MEETING

4. **PRESENTATIONS**

5. **CONSENT SECTION**

5a. Minutes of the Special Meeting dated March 3, 2026 & Minutes of the Regular Meeting dated March 12, 2026

Recommended Action: Approve the meeting minutes for March 3, 2026 & March 12, 2026

5b. Big W Law Invoice dated April 1, 2026

Recommended Action: Approve the attorney's invoice in the amount of $3,525.00

5c. Oertel, Fernandez, Bryant & Atkinson Invoice dated March 31, 2026

Recommended Action: Approve the attorney's invoice in the amount of $30,101.25

6. **DISCUSSION**

6a. Auditor Selection Committee

7. **ACTION ITEMS**

7a. Administrator Review
7b. Reuse Effluent Pump Replacement
7c. Sewer/Water Cut-in Valves
7d. SWFWMD Modified Phase III – Water Restrictions & Citations
7e. LPA0283 Amendment #2
7f. Arby's Easement Partial Vacation
7g. South WRF Electrical Upgrade Design

7h. South WRF Rehab/Expansion Design

8. ADMINISTRATOR'S REPORT – Keith R. Ledford, Jr., P.E.

8a. OPERATIONS REPORT – Dewey Futch

8b. CIP/DEVELOPMENT REPORT – Keith R. Ledford Jr., P.E.

8c. FINANCE REPORT – Lisa Hawkins

1. March Financial Statements
2. March Investment Statements

9. ATTORNEY'S REPORT –Robert H. Berntsson

10. OLD BUSINESS

11. NEW BUSINESS

12. PUBLIC COMMENT – ANY TOPIC

To address the Board during this portion of the meeting, you must fill out a Civility Agreement and state your name and address for the record. Each person will be allowed no more than 4 minutes.

13. BOARD MEMBER COMMENTS

14. ADJOURN

Anyone who decides to appeal a decision of this Board will need a record of the proceedings pertaining thereto and therefore may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

DISABILITY INFORMATION – In accordance with the Americans with Disabilities Act and FS 286.26, persons with disabilities needing special accommodation to participate in this proceeding should contact EWD at 941-474-3217 no later than 7 days prior to the proceedings. If hearing impaired, telephone the Florida Relay Service at 800-955-8771 9TCC) or 800-955-8770 (VOICE) for assistance.

Posted 4/3/2026

BOARD AGENDA ITEM SUMMARY 5a

MEETING DATE: April 9, 2026

SUBJECT: Minutes of the Special Meeting dated March 3, 2026 & Minutes of the Regular Meeting dated March 12, 2026

CATEGORY: __X__ Consent ____ Discussion ____ Action

CONTACT PERSON: Ashley Aguiar **DEPARTMENT:** Administration

ITEM: Request Board approval of the minutes of the Special Meeting dated March 3, 2026 & minutes of the Regular Meeting dated March 12, 2026.

PURPOSE / JUSTIFICATION: An Enabling Act requirement for the official record of meetings.

MOTION: To approve the of minutes of the Special Meeting dated March 3, 2026 & minutes of the Regular Meeting dated March 12, 2026.

Prepared By: Ashley Aguiar **Date:** April 1, 2026

Approvals:

_____	_____	_____
Administrator	Finance	Operations

ACTION TAKEN BY BOARD: _____ Denied _____ Approved / **Resolution No**: _____

ATTACHMENTS:

- Minutes of the Special Meeting dated March 3, 2026
- Minutes of the Regular Meeting dated March 12, 2026

MINUTES
SPECIAL MEETING – EXECUTIVE SESSION
ENGLEWOOD WATER DISTRICT BOARD OF SUPERVISORS
201 SELMA AVENUE, ENGLEWOOD, FL 34223
March 3, 2026 @ 9:00 A.M.

Board of Supervisors:
Taylor Meals, Chair
Tony Babington, Vice-Chair
Robert C. Stern, Jr.
Sydney B. Crampton
Lani Gaver

Staff:
Keith R. Ledford, Jr., P.E., Administrator
Robert H. Berntsson, District Counsel
Dewey Futch, Water Operations Manager
Lisa Hawkins, Finance Director
Ashley Aguiar, Executive Assistant

1. **PLEDGE OF ALLEIANGE & ROLL CALL – PUBLIC PORTION** – All Board members were present, and there were no public comments.

2. **CLOSING OF PUBLIC PORTION / CONVENING EXECUTIVE SESSION -** Chair Meals announced the names of all participants attending the Executive Session and subsequently adjourned the public portion of the meeting.

3. **EXECUTIVE SESSION – PENDING LITIGATION –** Recorded by Court Reporter Karin of Ridenour Reporting | Sarasota Court Reporters. The official transcript will be published following the conclusion of the litigation.

4. **REOPENING OF PUBLIC PORTION –** Chair Meals reopened the public session of the meeting and subsequently adjourned it after confirming there was no additional public comment.

5. **PUBLIC COMMENT** - None

6. ADJOURNMENT @ 10:34am

_____
Tony Babington-Vice Chair

APPROVED/aa

MINUTES
REGULAR MEETING
ENGLEWOOD WATER DISTRICT BOARD OF SUPERVISORS
201 SELMA AVENUE, ENGLEWOOD, FL 34223
March 12, 2026 @ 8:30 A.M.

Board of Supervisors:	**Staff:**
Taylor Meals, Chair	Keith R. Ledford, Jr., P.E., Administrator
Tony Babington, Vice-Chair	Robert H. Berntsson, District Counsel
Robert C. Stern, Jr.	Dewey Futch, Water Operations Manager
Sydney B. Crampton	Lisa Hawkins, Finance Director
Lani Gaver	Ashley Aguiar, Executive Assistant

1. PLEDGE OF ALLEGIANCE & ROLL CALL

2. **ANNOUNCEMENTS** – Additions or Deletions – Action Item 7a has been reassigned to Presentation Item 4a.

3. **PUBLIC INPUT**

3a. Peter & Ling Tan, 665 Leach St., Englewood, FL 34223 (via letter) — Mr. Ledford led the discussion and provided an overview of the timeline of events related to Mr. and Mrs. Tan, along with multiple exhibits pertaining to the matter. The Board of Supervisors engaged in discussion and reached a consensus to uphold the determination made by the insurance company.

4. **PRESENTATIONS**

4a. Mauldin & Jenkins – Wade Sansbury - Annual Financial Audit Report

Mr. Stern moved, **"to approve,"** seconded by Ms. Gaver

UNANIMOUS **26-03-12 A**

Full motion read: "To accept as presented, the Audited Financial Statements as of and for the years ended September 30, 2025 and 2024 and the Auditor's Discussion and Analysis dated September 30, 2025, in accordance with Section 10 of the Enabling Act."

5. **CONSENT SECTION** Chair Meals called for a motion to approve. Mr. Babington moved **"to approve the consent agenda as presented,"** seconded by Mr. Stern.

5a. Minutes of the Regular Meeting dated February 12, 2026
Recommended Action: Approve the meeting minutes.

5b. Big W Law Invoice dated March 2, 2026
Recommended Action: Approve the attorney's invoice in the amount of $1,650.00.

5c. Oertel, Fernandez, Bryant & Atkinson Invoice dated March 3, 2026
Recommended Action: Approve the attorney's invoice in the amount of $5,467.25.

UNANIMOUS **CS 26-03-12 A-C**

6. **DISCUSSION** - None

7. ACTION ITEMS

7a. Annual Financial Audit Report – Reassigned to Presentation Item 3a.

7b. SRF Loan Application – SAHM Funding - Mr. Ledford led the discussion. On June 30, 2025, staff submitted an RFI to FDEP's CWSRF SAHM program for a project including a new North Booster Pump Station and parallel force main to convey flows to the Water Reclamation Facility, improving capacity, rerouting wastewater, and reducing storm impacts. The District is eligible for $19.17 million, with 50% principal forgiveness. Approval authorizes submission of the loan application and required documentation without obligating acceptance of funding.

Mr. Stern moved, **"to approve,"** seconded by Mr. Babington

UNANIMOUS **26-03-12 B**

Full motion read: "To approve the Board Resolution as prepared approving the submission of the CWSRF Loan Application for funding and authorize the Board Chair and/or the District Administrator to execute all necessary documents associated with the application and funding process.

8. ADMINISTRATOR'S REPORT – Keith R. Ledford, Jr., P.E.

8a. OPERATIONS REPORT – Dewey Futch

Production

- The total water sent out for February 2026 was 91.15 mg, compared to 87.58 mg in February 2025.
- The average daily send-out for February 2026 was 3.25 mgd, compared to 3.12 mgd in 2025.
- The highest daily send-out recorded in February 2026 was 3.72 mgd, compared to 3.43 mgd in 2025.
- Total rainfall for February 2026 was 0.81 inches, compared to 1.87 inches in February 2025.
- Plant operators continued to perform routine operations and ongoing maintenance activities throughout the month.

Distribution

- No incidents were reported within the distribution system during February.
- Crews continued working on DCMA replacements and general system maintenance.
- New meter installations: 99 single-family meter sets (99 ERCs).
- Radio heads replaced: 144
- DCMAs replaced: 39
- Total distribution work orders completed: 452
- Total meter reader work orders completed: 74

WRF

- The average flow for February 2026 was 1.62 MGD, compared to 1.64 MGD in February 2025.

- The peak flow recorded in February 2026 was 1.85 MGD, compared to 1.94 MGD in February 2025.
- Plant operators continued to perform daily operational duties and routine maintenance throughout the month to ensure proper facility performance.

Collections

- Crews performed valve and pit maintenance in V3 and V5 service areas.
- Lift Station (L/S) 128 was rehabilitated with the installation of new HDPE piping along with new control and check valves.
- At Lift Station (L/S) 111, crews installed a new 6-inch valve and two air release valves, and jetted approximately 1,100 feet of pipe at that location.
- 84 work orders were completed during the month.
- The remainder of the month was dedicated to routine maintenance and upkeep of the collection system.

8b. CIP/DEVELOPMENT REPORT – Keith R. Ledford Jr., P.E.

- **Hurricane Milton LS Repairs** – Staff is finalizing the scope with Giffels-Webster for engineering services related to electrical repairs to damaged lift station panels.
- **Middle Beach Pipe Replacement** – Design drawings are under staff review. Kimley-Horn submitted a technical memorandum to FEMA for cost reevaluation and is working with staff to finalize the bid package.
- **South WRF Expansion and Improvements** – Staff is coordinating with Kimley-Horn to develop scopes for upcoming task orders.
- **Arby's**– Plans submitted by Kimley-Horn have been reviewed; staff provided comments for revisions.
- **Culver's** – Final revised plans received; staff is preparing the Developer's Agreement.
- **San Casa Multifamily Project** – Staff met with Atwell on February 26, 2026, to review utility plan comments for the proposed 83 single-family and 162 multifamily units.

8c. FINANCE REPORT – Lisa Hawkins

Financial Statements

The financial statements may appear different this month. The presentation has been updated to align with the format used in the audited financial statements. The underlying figures remain unchanged, and the update improves consistency between monthly reports and the audit. Operating revenues through February totaled $11.4 million, representing an increase of $1.9 million compared to the same period in the prior year.

Operating expenses totaled $7.7 million, reflecting an increase of $329,000 from the prior year. These results yield an operating surplus of $3.7 million through February. Capital contributions increased by $11.7 million during the month. The increase reflects water and sewer systems transferred to the District since the beginning of the fiscal

year. This update brings reporting current, and any future contributions will be presented to the Board on a monthly basis as received.

Investments
February concluded with $29 million invested with RBC and $5 million with Centennial Bank, resulting in total Cash and Investments of $34 million.

9. **ATTORNEY'S REPORT** –**Robert H. Berntsson -** No items to report at this time; routine daily operations are ongoing.

10. **OLD BUSINESS**
10a. Administrator Review – As noted by Chair Meals, Board members are kindly reminded to complete their Administrator Evaluation Forms at their earliest convenience. Additionally, please contact Ms. Aguiar to schedule a one-on-one meeting with Mr. Ledford in advance of the next Board meeting.

11. **NEW BUSINESS** - None

12. **PUBLIC COMMENT – ANY TOPIC** - None

13. **BOARD MEMBER COMMENTS** - All members commended Lisa and her team for their performance. Ms. Gaver noted that the matter had been brought to the auditors' attention and also expressed appreciation for the meter readers. Chair Meals stated he is proud of the District, recognizing the hard work and dedication of the meter readers and staff.

14. **ADJOURN** @ 9:23am

_____
Tony Babington-Vice Chair

APPROVED/aa

BOARD AGENDA ITEM SUMMARY 5b

MEETING DATE: April 9, 2026 **SUBJECT:** The Big W Law Attorney's Invoice dated April 1, 2026

CATEGORY: __X__ Consent ____ Discussion ____ Action

CONTACT PERSON: Lisa Hawkins **DEPARTMENT:** Finance

ITEM: Request Board approval for payment of the Big W Law Attorney's invoice dated April 1, 2026.

PURPOSE / JUSTIFICATION: Legal services rendered.

FISCAL IMPACT: 500311-500-101 **Budget Resolution Required:** ____ yes __X__ no

Amount Budgeted	$	30,000.00
Year to Date Expenditures	$	(11,100.00)
Total Expenditure Required	$	(3,525.00)
Remaining in Budget	$	15,375.00

MOTION: To approve the Big W Law Attorney's invoice dated March 2, 2026, for services rendered in the amount of $1,650.00. Funds to come from water/wastewater revenues.

Prepared By: Ashley Aguiar **Date:** April 1, 2026

Approvals:

_____	_____	_____
Administrator	Finance	Operations

ACTION TAKEN BY BOARD: _____ Denied _____ Approved / **Resolution No**: _____

ATTACHMENTS: The Big W Law Attorney's invoice dated April 1, 2026

WIDEIKIS, BENEDICT & BERNTSSON, LLC
THE BIG W LAW FIRM

3195 S. Access Road, Englewood, Florida 34224

941-627-1000

Englewood Water District
aaguiar@ewdfl.com
201 Selma Avenue

Englewood, FL 34223

Received by EWD
4/1/26 at 12:44PM
AA

Statement Date: 04/01/2026
Statement No. 38593
Account No. 8.0000

Legal Services
PO# 60723

PO# 60723

FOR PROFESSIONAL SERVICES RENDERED

			Rate	Hours	
03/02/2026	RHB	Email(s) with Ms. Aguiar; Telephone conference with Mr. Oertel; Email(s) with Mr. Ledford.	300.00	0.25	75.00
03/03/2026	RHB	Attend Board of Supervisors Meeting; Conference with Mr. Oertel, et. al.; Telephone conference with Mr. Oertel; Email(s) with Ms. Aguiar; Email(s) with Ms. Petty; Email(s) with Ms. Bagley; Email(s) with Mr. Ledford.	300.00	3.50	1,050.00
03/05/2026	RHB	Email(s) with Mr. Oertel; Email(s) with Mr. Ledford; Email(s) with Ms. Aguiar.	300.00	0.25	75.00
03/06/2026	RHB	Email(s) with Ms. Aguiar; Email(s) with Mr. Oertel; Review agenda.	300.00	0.50	150.00
03/09/2026	RHB	Email(s) with Mr. Oertel; Email(s) with Mr. Ledford.	300.00	0.25	75.00
03/10/2026	RHB	Review detailed voice message from Mr. Oertel; Telephone conference with Mr. Oertel; Email(s) with Ms. Petty.	300.00	0.25	75.00
03/11/2026	RHB	Email(s) with Mr. Oertel; Email(s) with Ms. Aguiar; Email(s) with Mr. Ledford.	300.00	0.25	75.00
03/12/2026	RHB	Prepare for and attend Board of Supervisors Meeting; Email(s) with Mr. Oertel; Review Motion and Affidavit; Email(s) with Ms. Petty.	300.00	2.00	600.00
03/13/2026	RHB	File Notice of Appearance; Email(s) with Mr. Ledford; Email(s) with Ms. Aguiar; Review Transcript.	300.00	0.50	150.00
03/16/2026	RHB	Email(s) with Mr. Pulsifer.	300.00	0.25	75.00
03/18/2026	RHB	Email(s) with Mr. Oertel.	300.00	0.25	75.00
03/19/2026	RHB	Email(s) with Ms. Dutka; Email(s) with Mr. Oertel; Email(s) with			

Please include statement number and make checks payable to THE BIG W LAW FIRM

			Rate	Hours	
		Ms. Aguiar; Review Article on Winchester Ranch; Email(s) with Mr. Ledford.	300.00	0.50	150.00
03/20/2026	RHB	Email(s) with Mr. Oertel.	300.00	0.25	75.00
03/24/2026	RHB	Email(s) with Mr. Oertel; Email(s) with Ms. Aguiar; Email(s) with Ms. Petty.	300.00	0.25	75.00
03/25/2026	RHB	Email(s) with Mr. Oertel; Email(s) with Mr. Ledford; Review Arby's easement documents.	300.00	0.25	75.00
03/26/2026	RHB	Email(s) with Mr. Ledford; Email(s) with Ms. Aguiar; Email(s) with Mr. Kipa, Charlotte County Real Property Manager; Email(s) with Mr. Oertel; Revise Easement documents.	300.00	0.50	150.00
03/27/2026	RHB	Email(s) with Mr. Oertel.	300.00	0.25	75.00
03/30/2026	RHB	Email(s) with Mr. Pulsifer; Review WInchester filing; Email(s) with Mr. Ledford.	300.00	0.50	150.00
03/31/2026	RHB	Conference with Mr. Ledford, et. al.; Telephone conference with Mr. Oertel; Email(s) with Ms. Aguiar.	300.00	1.00	300.00
		For Current Services Rendered		11.75	3,525.00

Recapitulation

Timekeeper	Hours	Rate	Total
Robert Berntsson	11.75	$300.00	$3,525.00

PREVIOUS BALANCE	$1,650.00
Total Current Work	3,525.00

Payments

Total Payments for 03/31/2026	-1,650.00
Balance Due	$3,525.00

Billing History

Fees	Hours	Expenses	Advances	Finance Charge	Payments
176,337.50	659.51	0.00	52.80	0.00	172,865.30

Please include statement number and make checks payable to THE BIG W LAW FIRM

BOARD AGENDA ITEM SUMMARY 5c

MEETING DATE: April 9, 2026

SUBJECT: Oertel, Fernandez, Bryant & Atkinson Attorney's Invoice dated March 31, 2026

CATEGORY: __X__ Consent ____ Discussion ____ Action

CONTACT PERSON: Lisa Hawkins **DEPARTMENT:** Finance

ITEM: Request Board approval for payment of the Oertel, Fernandez, Bryant & Atkinson Attorney's invoice dated March 31, 2026.

PURPOSE / JUSTIFICATION: Legal services rendered.

FISCAL IMPACT: 500311-500-101 **Budget Resolution Required:** ____ yes __X__ no

Amount Budgeted	$	140,000.00
Year to Date Expenditures	$	(81,114.78)
Total Expenditure Required	$	(30,101.25)
Remaining in Budget	$	28,783.97

MOTION: To approve the Oertel, Fernandez, Bryant & Atkinson Attorney's invoice dated March 31, 2026, for services rendered concerning the Winchester Ranch Development in the amount of $30,101.25. Funds to come from water/wastewater revenues.

Prepared By: Ashley Aguiar **Date:** April 2, 2026

Approvals:

_____	_____	_____
Administrator	Finance	Operations

ACTION TAKEN BY BOARD: _____ Denied _____ Approved / **Resolution No:** _____

ATTACHMENTS: Oertel, Fernandez, Bryant & Atkinson Attorney's invoice dated March 31, 2026.

BOARD AGENDA ITEM SUMMARY 6a

MEETING DATE: April 9, 2026 **SUBJECT:** Auditor Selection Committee

CATEGORY: ____ Consent __X__ Discussion _____ Action

CONTACT PERSON: Lisa Hawkins **DEPT.:** Finance

ITEMS: External Audit Board Committee Discussion

PURPOSE / JUSTIFICATION: The District will be soliciting proposals for external audit services. This process requires a Board selection committee to ensure independence and transparency. Staff will manage the RFP and provide support but will not score or rank proposals. The committee will review and rank firms and may participate in interviews. A public meeting will be required, which is anticipated to be held following a regular Board meeting in July or August. A three-member committee is recommended to allow for an efficient evaluation process.

We are requesting Board volunteers to serve on a three-member Auditor Selection Committee.

MOTION: TBD

Prepared By: Ashley Aguiar **Date:** April 1, 2026

Approvals:

_____	_____	_____
Administrator	Finance	Operations

ACTION TAKEN BY BOARD: _____ Denied _____ Approved / Resolution No: _____

Attachments:

BOARD AGENDA ITEM SUMMARY 7b

MEETING DATE: April 9, 2026 **SUBJECT:** Reuse Effluent Pump Replacement

CATEGORY: ____ Consent ____ Discussion __X__ Action

CONTACT PERSON: Dewey Futch **DEPT.:** WRF

ITEMS: Reuse Effluent Pump Replacement

PURPOSE / JUSTIFICATION: The WRF effluent pumps provide pressurized reuse system to our customers. There are three (3) effluent pumps in total, but it requires at least two (2) effluent pumps to provide adequate pressure. Currently effluent pump #3 has failed. After evaluating the repair/replacement options, staff is recommending replacement of the effluent pump. The cost of the requisition, per Proposal 2026-8101-1, is $100,693.70 for the purchase of a new Flowserve VTP Pump, Model: 14EMM-3, SN: 0408MS003128-1 from CEC Motor and Utility Services. Removal of the existing pump, delivery, installation, including troubleshooting of the new pump are also included. Pricing, terms and conditions per Marion County #23Q-081 contract, expiring 6/11/26.

FISCAL IMPACT: 500467-540-101 **Budget Resolution Required:**___yes __X__ no

Amount Budgeted:	$ 764,176.00
Year to Date Expenditure:	$ (99, 040.03)
Open POs	$ (315,280.29)
Expenditure Required:	$ (100, 693.70)
Remaining in Budget:	$ 249,161.98

MOTION: To approve the purchase and installation of a replacement effluent pump for the WRF Reuse System from CEC Motor and Utility Services in the amount of $100,693.70.

Prepared By: Ashley Aguiar **Date:** April 1, 2026

Approvals:

_____ _____ _____
Administrator Finance Operations

ACTION TAKEN BY BOARD: _____ Denied _____ Approved / Resolution No: _____

Attachments:

- **Executed PAF**
- **CEC Motor & Utility Services, LLC Letter dated 3/26/2026**
- **DXP C&V Quotation dated 3/18/2026**

v. 3.12.26

ENGLEWOOD WATER DISTRICT

PROCUREMENT APPROVAL FORM *(To be completed when requisition is above requester's procurement authority level)*

REQUESTER: Cole Keaser DEPARTMENT: WRF /540

REQUESTER APPROVAL AUTHORITY ($): 2000 COST OF REQUISITION ($): 100,693.70

VENDOR NAME: CEC Motor & Utility Services CREDIT CARD PURCHASE (Y/N)?: N

ACCOUNT #: 500467-540-101 BUDGETED ITEM (Y/N)?: Y

FIXED ASSET (Y/N) N REMAINING BALANCE IN ACCOUNT BEFORE PURCHASE ($): 350,355.68

DESCRIPTION OF REQUISITION: Use additional sheets of paper, if needed. Please attach estimate. Any purchases over $10,000 will still be subject to 3 written quotes, bids, proposals, piggybacks, etc. Any purchases over $50,000 will still need Board Approval. For PO's using multiple departments' accounts, please list the account numbers and balances in this section and have the relevant dept. managers (following their procurement authority and chain of command) sign off below.

Effluent pump #3 failed. WRF Requires 2 effluent pumps to provide reuse to customers at all times. If another pump fails we will not be able to pressurize the reuse system high enough to suffieciently provide water to the reuse customers. We budgeted $75,000 for this pump replacement, the quote came back higher than expected. We budgeted $100,000 for a plant 4 blower replacement and were able to source the blower for $28,458, leaving us $71,542 to cover this purchase.

ANY PROCUREMENT OVER $10,000: ***Have Purchasing complete procurement method and sign-off before Supervisory approval.***

PROCUREMENT METHOD: Piggyback - Marion County #23Q-081, expiring 6.11.26

_____ Date: _____

PROCUREMENT MANAGER SIGNATURE

MANAGER'S SIGNATURE

Print Name: Cole Keaser

Date: 4/1/26

MANAGER'S SIGNATURE

Print Name: Dewey Fatch

Date: 4-1-26

MANAGER'S SIGNATURE

Print Name: _____

Date: _____

MANAGER'S SIGNATURE

Print Name: _____

Date: _____

_____ Date: 4/1/26

ADMINISTRATOR'S SIGNATURE (*For requisitions above $5,000*)

Please attach the completed and signed Procurement Approval Form and estimate, in SAP when the requisition is generated for the purchase. When purchasing by PO, a PO must be in place **before** the order is placed.

Thursday, March 26, 2026

Englewood Water District
201 Selma Ave
Englewood, FL 34223

Attention: Chris Borovsky

Subject: Location: South WRF
Description: Pull & Replace Flowserve VTP
Base PO#:
Job/Proposal#: 2026-8101-1

1. **Pull & Replace Flowserve VTP**
   Chris Borovsky / South WRF

   Model#: 14EMM-3 SN: 0408MS003128-1

   Removal of existing pump. Supply and install new pump.

   4.02 On-Site Troubleshooting: 90 HRS x $100.00 = $9,000.00
   5.01 Material with 10% Mark-up: $79,267.00 x 1.10 = $87,193.70
   Crane Services (not included in contract): $150.00 x 10 HRS = $1,500.00

   Estimated Freight (No Mark Up): $3,000.00

   Total: $100,693.70

   *Prices, terms and conditions per Marion County #23Q-081. Should there be any conflict, Marion County terms will control.

Total ..... Initial on Acceptance _____ USD $100,693.70

Total Quoted Amount in US Dollars: $100,693.70

Terms: Net 30 days

Taxes: This price does not include any Federal, State, Provincial, Duty, Excise or Local taxes which are, or may hereafter be, applicable.

If order not received within 30 days, price is subject to revision.

Accounts 30 days and older are subject to a finance charge of 1 ½% per month, which is an annual rate of 18% to be applied to the unpaid balance. Please contact our credit department if there are any problems that could delay your remittance.

The customer must provide 24-hour notice for any pick-ups from our facility.

If you need any additional information, or have any questions, please call me.
Sincerely,

Emily Sherwood
CEC Motor and Utility Services, LLC
ESHERWOOD@CECMOTORU.COM

Authorization from Englewood Water District to CEC Motor and Utility Services, LLC to proceed with this Proposed Work as detailed above:

Signature	Title	Date

Printed Name

Any unknown or unseen damage or additional repairs will be quoted as adders when found and repaired after customer approval.

(please sign and return a copy for our records)

Job/Proposal#: 2026-8101-1

Carter & VerPlanck
4910 W. Cypress St.
Tampa, FL 33607-3802

Tel.: (813) 927-8925
Fax: (813) 282-8216

QUOTATION

To: Victoria Martinez
CEC Motor
Ph: 941-845-1030

Date: March 18, 2026

By: Sean Donovan
E-mail: sdonovan@cviwater.com

Reference: Flowserve Pump

Qty.	Description	Price
1	Pump Type: Vertical Turbine Pump Pump Size: 14EMM-3 Stage Original Serial Number: S003260	$77,647.00
1	Replacement of original serial number above with the following materials of construction: Cast Iron Bowls with standard lined interior & Tnemec N140 exterior. Bronze Impellers. 410 S.S. Impeller Wear Rings 410 S.S. Bowl Wear Rings. 410 S.S. Pump Shaft. 316 S.S. Strainer. 316 SS Bowl Fasteners. 10" Carbon Steel Column Pipe, Tnemec N140 interior and exterior. 416 S.S. Line Shaft. 316 SS Column Fasteners. Steel Discharge Head with 10" 150# flanged discharge, Tnemec N140 interior & Std. Flowserve Gray Enamel exterior. 416 S.S. Head Shaft. Flowserve Type Q Mechanical Seal Stuffing Box with Bronze Bearing. 1WSA Carbon Steel Coupling. Carbon Steel Base Plate (30" X 30" X 1.25") Conditions of Service. 1,736 G.P.M. 265' T.D.H. 1,750 R.P.M.	

Note: Pump will be assembled.

Not Included: Motor or Testing.

Ground Freight is Allowed to Palmetto, FL

Quote is valid for 30 days.

Lead-Time: 20 Weeks

F.O.B.: Taneytown, MD

Terms: 100% Net 30 days after invoice date.
Note: This quotation does not include any sales or use tax payable under any state or federal statute.

BOARD AGENDA ITEM SUMMARY 7c

MEETING DATE: April 9, 2026 **SUBJECT:** Sewer/Water Cut-in Valves

CATEGORY: ____ Consent ____ Discussion __X__ Action

CONTACT PERSON: Dewey Futch **DEPT.:** Collections & Distribution

ITEMS: Sewer/Water Cut-in Valves

PURPOSE / JUSTIFICATION: Both the Collections and Distribution Departments need new 12" cut-in valves installed in their respective systems. The 12" valve needed for Collections would be installed on the forcemain just south of Alameda Isles and would provide additional operational flexibility to the system. The 12" valve needed for Distribution on the water main would be installed near the intersection of Selma Ave. and Michigan Ave. This valve would allow for the water plant to be isolated easier in emergency situations. The total estimated installed cost of these valves is $70,685.00 from DeJonge Excavating Contractors, Inc, which exceeds the Administrators' authority. Pricing, terms and conditions per City of Venice, RFP 3144-23, expiring 4/4/27.

FISCAL IMPACT: **Budget Resolution Required:** ___yes _X_no

500467-541-101 (Collections)		**500467-531-101(Distribution)**	
Amount Budgeted:	$ 382,157.04	Amount Budgeted:	$ 250,238.40
Year to Date Expenditure:	$ (139,577.57)	Year to Date Expenditure:	$ (104,582.38)
Open POs	$ (16,208.83)	Open POs	$ (42,358.37)
Expenditure Required:	$ (49,625.00)	Expenditure Required:	$ (21,060.00)
Remaining in Budget:	$ 176,745.64	Remaining in Budget:	$ 82,237.65

MOTION: To approve the purchase and installation of two (2) cut-in valves from DeJonge Excavating Contractors, Inc. in the amount of $70,685.00.

Prepared By: Ashley Aguiar **Date:** March 31, 2026

Approvals:

_____ _____ _____
Administrator Finance Operations

ACTION TAKEN BY BOARD: _____ Denied _____ Approved / Resolution No: _____

Attachments:

- Exe PAF – Collections – De Jonge Excavating Contractors, Inc.
- De Jonge Excavating Contractors, Inc. – Quote dated 3/26/2026
- Exe PAF – Distribution – De Jonge Excavating Contractors, Inc.
- De Jonge Excavating Contractors, Inc. – Quote dated 3/27/2026

v. 3.12.26

ENGLEWOOD WATER DISTRICT

PROCUREMENT APPROVAL FORM *(To be completed when requisition is above requester's procurement authority level)*

REQUESTER: Rory Moser DEPARTMENT: Collections

REQUESTER APPROVAL AUTHORITY ($): 500.00 COST OF REQUISITION ($): 49,625.00

VENDOR NAME: De Jonge excavating CREDIT CARD PURCHASE (Y/N)?: n

ACCOUNT #: 500467-541-101 BUDGETED ITEM (Y/N)?: y

FIXED ASSET (Y/N) n REMAINING BALANCE IN ACCOUNT BEFORE PURCHASE ($): 237,736.41

DESCRIPTION OF REQUISITION: Use additional sheets of paper, if needed. Please attach estimate. Any purchases over $10,000 will still be subject to 3 written quotes, bids, proposals, piggybacks, etc. Any purchases over $50,000 will still need Board Approval. For PO's using multiple departments' accounts, please list the account numbers and balances in this section and have the relevant dept. managers (following their procurement authority and chain of command) sign off below.

12in valve cut in, per DeJonge Quote dated 3/26/26.

ANY PROCUREMENT OVER $10,000: ***Have Purchasing complete procurement method and sign-off before Supervisory approval.***

PROCUREMENT METHOD: City of Venice Contract No. RFP 3144-23, exp 4.4.27

Bee Ling Wheaton Digitally signed by Bee Ling Wheaton Date: 2026.04.01 08:58:06 -04'00' Date: _____

PROCUREMENT MANAGER SIGNATURE

MANAGER'S SIGNATURE

Print Name: Ron Franklin

Date: 4-1-26

MANAGER'S SIGNATURE

Print Name: Dewey Futch

Date: 4-1-26

MANAGER'S SIGNATURE

Print Name: _____

Date: _____

MANAGER'S SIGNATURE

Print Name: _____

Date: _____

ADMINISTRATOR'S SIGNATURE (*For requisitions above $5,000*) Date: 4/1/26

Please attach the completed and signed Procurement Approval Form and estimate, in SAP when the requisition is generated for the purchase. When purchasing by PO, a PO must be in place **before** the order is placed.

De Jonge Excavating Contractors, Inc.

Excavating. Grading & Underground Utilities

203 Jackson Road, Venice, FL. 34292
(941) 485-7799
info@DeJongeExcavating.com

To:	Englewood Water	**Contact:**	
Address:	Englewood, FL	**Phone:**	
		Fax:	
Project Name:	12" EZ Valve	**Bid Number:**	
Project Location:		**Bid Date:**	

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Excavate And Install 12" EZ Valve On C900 PVC Pipe	1.00	EACH	$49,625.00	$49,625.00

Total Bid Price: $49,625.00

Notes:

- Englewood Water is responsible for notifying local Police, Schools, Fire Departments, etc. of construction activities.
- Pricing set in accordance with contract # 3144-23
- No concrete or roadway restoration is included in this budget.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **Your Company Name** **Authorized Signature:** _____ **Estimator:**

v. 3.12.26

ENGLEWOOD WATER DISTRICT

PROCUREMENT APPROVAL FORM *(To be completed when requisition is above requester's procurement authority level)*

REQUESTER: Kyle Herzog DEPARTMENT: 531

REQUESTER APPROVAL AUTHORITY ($): 2000 COST OF REQUISITION ($): 21,060

VENDOR NAME: DeJonge Excavating Contractors CREDIT CARD PURCHASE (Y/N)?: n

ACCOUNT #: 500467-531-101 BUDGETED ITEM (Y/N)?: y

FIXED ASSET (Y/N) ____ REMAINING BALANCE IN ACCOUNT BEFORE PURCHASE ($): 105,738.90

DESCRIPTION OF REQUISITION: Use additional sheets of paper, if needed. Please attach estimate. Any purchases over $10,000 will still be subject to 3 written quotes, bids, proposals, piggybacks, etc. Any purchases over $50,000 will still need Board Approval. For PO's using multiple departments' accounts, please list the account numbers and balances in this section and have the relevant dept. managers (following their procurement authority and chain of command) sign off below.

Live cut in of a 12" Gatevalve aprox 200' west of the enterance gate to EWD.

***ANY PROCUREMENT OVER $10,000**: Have Purchasing complete procurement method and sign-off before Supervisory approval.*

PROCUREMENT METHOD: Piggyback City of Venice, RFP 3144-23, exp 4/4/26

PROCUREMENT MANAGER SIGNATURE Date: 4/1/26

MANAGER'S SIGNATURE
Print Name:
Date:

MANAGER'S SIGNATURE Dewey Futch
Print Name: Dewey Futch
Date: 4-1-26

MANAGER'S SIGNATURE
Print Name:
Date:

MANAGER'S SIGNATURE
Print Name:
Date:

ADMINISTRATOR'S SIGNATURE (*For requisitions above $5,000*) Date: 4/1/26

Please attach the completed and signed Procurement Approval Form and estimate, in SAP when the requisition is generated for the purchase. When purchasing by PO, a PO must be in place **before** the order is placed.

De Jonge Excavating Contractors, Inc.

Excavating. Grading & Underground Utilities

203 Jackson Road, Venice, FL. 34292
(941) 485-7799
info@DeJongeExcavating.com

To:	Englewood Water	**Contact:**	
Address:	Englewood, FL	**Phone:**	
		Fax:	
Project Name:	12" EZ Valve	**Bid Number:**	
Project Location:		**Bid Date:**	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1450	Install 12" EZ Valve On C900 PVC Pipe	1.00	EACH	$21,060.00	$21,060.00

Total Bid Price: $21,060.00

Notes:

- Prior to mobilization, Englewood Water will supply an dry hole with pipe cleaned and exposed .
- Any cancellations occuring within 24 hours of the scheduled mobilization will incur a $500 cancellation fee.
- This quote accounts for a single mobilization. A $500 remobilization fee will be incurred per remobilization.
- Any idle time will incur a $100/hr idle time charge.

ACCEPTED:	**CONFIRMED:**
The above prices, specifications and conditions are satisfactory and hereby accepted.	**Your Company Name**
Buyer: _____	
Signature: _____	**Authorized Signature:** _____
Date of Acceptance: _____	**Estimator:**

BOARD AGENDA ITEM SUMMARY 7d

MEETING DATE: April 9, 2026

SUBJECT: SWFWMD Modified Phase III Water Restrictions & Citations

CATEGORY: ____ Consent ____ Discussion __X__ Action

CONTACT PERSON: Keith R. Ledford, Jr.

DEPT.: Administration

ITEMS: SWFWMD Modified Phase III Water Restrictions & Citations

PURPOSE / JUSTIFICATION: The Southwest Florida Water Management District (SWFWMD) has issued Modified Phase III Water Shortage restrictions in response to ongoing drought conditions and diminished regional water availability. Pursuant to SWFWMD regulatory authority, all public water utilities within its jurisdiction, including the Englewood Water District (EWD), are required to implement and enforce mandatory water conservation measures. The Modified Phase III restrictions will become effective April 3, 2026.

These restrictions impose significant limitations on irrigation frequency and permitted watering hours, prohibit wasteful water use, and establish narrowly tailored exceptions. Compliance with these requirements is not discretionary and is necessary to ensure consistency with applicable regulatory mandates and the protection of regional water resources.
In furtherance of these obligations, SWFWMD requires enforcement through the issuance of citations without prior warning. Accordingly, to remain in full regulatory compliance, the EWD will implement a citation-based enforcement program effective April 17, 2026, allowing a brief period for public awareness following the April 3, 2026, effective date of the restrictions.

The adoption of such enforcement measures is necessary to ensure immediate and uniform compliance, uphold the District's regulatory responsibilities, and safeguard the integrity and sustainability of the public water supply.

To ensure compliance with SWFWMD directives, the EWD will begin citation-based enforcement effective April 17, 2026, without prior warning.

The penalty structure is as follows:

- First Offense: $100
- Second Offense: $300
- Third and Each Subsequent Offense: $500 & subject to water service disconnection

Staff recommends adoption of the Resolution approving the implementation of SWFWMD Modified Phase III Water Shortage restrictions effective April 3, 2026, and authorizing citation-based enforcement without prior warning beginning April 17, 2026.

MOTION: To adopt the Resolution approving implementation of the SWFWMD Modified Phase III Water Shortage restrictions effective April 3, 2026, and authorizing citation-based enforcement without prior warning beginning April 17, 2026.

Prepared By: Ashley Aguiar

Date: April 1, 2026

Approvals:

_____	_____	_____
Administrator	Finance	Operations

ACTION TAKEN BY BOARD: _____ Denied _____ Approved / **Resolution No**: _____

Attachments:

- Resolution - SWFWMD Modified Phase III Water Restrictions & Citations

Englewood Water District
201 Selma Avenue, Englewood, FL 34223
Phone: (941) 474-3217 | Toll Free: (866) 460-1080 | Fax: (941) 460-1025
info@englewoodwater.com | www.englewoodwater.com

RESOLUTION ENFORCING SWFWMD PHASE III WATER RESTRICTIONS

RESOLUTION: _____

WHEREAS, the Southwest Florida Water Management District ("SWFWMD") has declared a Modified Phase III Water Shortage due to sustained drought conditions and regional water supply limitations effective April 3, 2026; and

WHEREAS, under SWFWMD directives, all utilities within its jurisdiction, including the Englewood Water District (the "District"), are required to implement and enforce mandatory water conservation measures; and

WHEREAS, mandatory citations for violations of the water conservation measures shall be issued beginning 14 days after the effective date of the limitations, and therefore citations will commence on April 17, 2026; and

WHEREAS, the Modified Phase III Water Shortage restrictions include:

1. Watering Hours and Days

Watering Windows:

- 12:01 a.m. to 4:00 a.m. or 8:00 p.m. to 11:59 p.m.
- Properties less than one acre may use only one of these windows per watering day.
- Properties one acre or larger may water before 4:00 a.m. or after 8:00 p.m.

One-Day-Per-Week Watering Schedule (by house number):

- House numbers ending in 0 or 1 → Monday
- House numbers ending in 2 or 3 → Tuesday
- House numbers ending in 4 or 5 → Wednesday
- House numbers ending in 6 or 7 → Thursday
- House numbers ending in 8 or 9 (or locations without a discernible address) → Friday

Low-Volume Watering:

- Low-volume irrigation methods, including micro-irrigation, soaker hoses, and hand watering, are allowed any day, but only before 8:00 a.m. or after 6:00 p.m.

2. Additional Restrictions under Modified Phase III

- **Pressure Washing:**
  - Allowed for preparation prior to painting or sealing.
- **Community Standards:**
  - Homeowners' associations or other entities may not enforce deed restrictions or standards that increase water use (e.g., replacing plants to meet aesthetic requirements or pressure washing).

- **Home Car Washing (Non-Commercial):**
  - Permitted only on your designated lawn watering day.
  - Must use a hose with a shutoff nozzle.
- **Aesthetic Fountains:**
  - Limited to 4 hours per day.
  - Operating hours may be selected by the owner but must be posted visibly.

WHEREAS, the District finds that enforcement of these restrictions is necessary to preserve water resources and comply with SWFWMD directives; requiring citation-based enforcement effective April 17, 2026, without prior warning, and has established a citation and penalty structure for violations of these restrictions, which shall be in addition to the District's existing fines for tampering with irrigation or water-use controls already in effect;

- First Offense: $100
- Second Offense: $300
- Third and Each Subsequent Offense: $500 & subject to water service disconnection

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ENGLEWOOD WATER DISTRICT, that:

1. The District is hereby authorized to enforce Modified Phase III Water Shortage restrictions in accordance with SWFWMD directives.
2. Citation-based enforcement shall commence on April 17, 2026, without prior warning.
3. The penalty schedule set forth above is hereby adopted for all violations.
4. District staff are authorized to take all actions necessary to implement and enforce this Resolution.

PASSED AND ADOPTED this ___ day of _____, 2026, by the Board of Supervisors of the Englewood Water District.

ENGLEWOOD WATER DISTRICT

_____

Taylor Meals, Chair

_____

Robert Berntsson, Esq., District Counsel

BOARD AGENDA ITEM SUMMARY 7e

MEETING DATE: April 9, 2026

SUBJECT: FDEP Amendment No. 2 to Agreement No. LPA0283

CATEGORY: ____ Consent ____ Discussion __X__ Action

CONTACT PERSON: Lisa Hawkins

DEPARTMENT: Finance

ITEM: FDEP Amendment No. 2 to Agreement No. LPA0283

PURPOSE / JUSTIFICATION: This amendment to Agreement No. LPA0283 between the Florida Department of Environmental Protection (Department) and the Englewood Water District (Grantee) updates the project from the North Water Reclamation Facility to the North Booster Pump Station & Forcemain. The amendment addresses the revised project scope and budget reallocation. It also extends the agreement term to accommodate the revised scope, incorporates necessary updates to subcontracting provisions, and replaces the Grant Work Plan with the revised version. All other terms and conditions of the original agreement remain in full force, with this amendment controlling in the event of any conflict.

MOTION: To authorize the Chair to sign FDEP Amendment No. 2 to Agreement No. LPA0283

Prepared By: Ashley Aguiar

Date: April 1, 2026

Approvals:

_____	_____	_____
Administrator	Finance	Operations

ACTION TAKEN BY THE BOARD: ____ Denied _____ Approved/**Resolution No:**_____

ATTACHMENTS: FDEP Amendment No. 2 To Agreement No. LPA0283

AMENDMENT NO. 2
TO AGREEMENT NO. LPA0283
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
ENGLEWOOD WATER DISTRICT

This Amendment to Agreement No. LPA0283 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the Englewood Water District (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Englewood Water District North Water Reclamation Facility (Project), effective March 20, 2023; and,

WHEREAS, the Grantee has requested a revision in the scope of work and a budget reallocation for the Project; and,

WHEREAS, the Grantee has requested to change the Project Title; and,

WHEREAS, the Grantee has requested an extension of the Agreement due to scope of work changes; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 1. of the Standard Grant Agreement is hereby revised to Englewood Water District North Booster Pump & Forcemain.

2. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to March 31, 2030. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

3. Section 11. of Attachment 2 is hereby revised as follows:

   Subcontracting.
   The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

4. Attachment 3-1, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-2, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-2, Revised Grant Work Plan.

5. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

ENGLEWOOD WATER DISTRICT

By: _____
Authorized Signature

Taylor Meals, Englewood Water District Chair
Print Name and Title

Date: _____

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or Designee

Angela Knecht, Division Director
Print Name and Title

Date: _____

_____
Noah McKenzie, DEP Grant Manager

_____
Kyleigh Revis, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	3-2	Revised Grant Work Plan

ATTACHMENT 3-2
REVISED GRANT WORK PLAN

PROJECT TITLE: Englewood Water District North Booster Pump & Forcemain

PROJECT LOCATION: The Project will be located in Englewood within Sarasota County; Lat/Long (26.9799, -82.3454).

PROJECT BACKGROUND: In a recent update to the sewer master plan, it is estimated that Englewood Water District (EWD) (Grantee) will see approximately 25,000 new connections over the next 20 years, more than doubling its current customer base. Most of the growth takes place within the northern portion of the District, specifically Wellen Park. EWD will construct a new large master booster station and a new forcemain (FM) from the station to the south water reclamation facility. These improvements will divert the additional flow and alleviate current and future FM pressure issues.

PROJECT DESCRIPTION: The Grantee will complete the design of a new larger booster station and forcemain that will be located in the northern portion of the service area. The engineering services will also include permitting, contractor selection, and project oversight.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Preconstruction Activities

Deliverables: The Grantee will complete the design of the Englewood Water District North Booster Pump & Forcemain and obtain all necessary permits for construction of the project. Activities necessary for design, such as surveys, geotechnical evaluations, pre-design studies, and environmental assessments are eligible under this task.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the project.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 3: Project Management

Deliverables: The Grantee will provide project management services related to Englewood Water District North Booster Pump & Forcemain, to include review of documents and forms, budget oversight, preparation and submittal of quarterly progress reports, processing of payment requests and related documentation, field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

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PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For payment requests that include Contractual Services, the Grantee shall provide documentation of the procurement process, as consistent with Attachment 1, Section 9.c.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	$1,750,000	07/01/2022	01/31/2028
2	Bidding and Contractor Selection	Contractual Services	$250,000	07/01/2022	04/30/2028
3	Project Management	Contractual Services	$500,000	07/01/2022	9/30/2029
		Total:	$2,500,000		

Note that, per Section 8 of Attachment 1 of the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

BOARD AGENDA ITEM SUMMARY 7f

MEETING DATE: April 9, 2026 **SUBJECT:** Arby's Easement Partial Vacation

CATEGORY: ____ Consent ____ Discussion __X__ Action

CONTACT PERSON: Keith R. Ledford, Jr. **DEPT.:** Administration

ITEMS: Arby's Easement Partial Vacation

PURPOSE / JUSTIFICATION: Arby's Restaurant Group, Inc. is in the process of redeveloping 1725 S. McCall Rd., Englewood, FL 34223, which was formerly Checkers. The property is partially encumbered by a utility easement. Arby's is requesting EWD to vacate a portion of the existing easement,, which does not currently contain any EWD infrastructure. Staff is recommending approval to vacate the portion of the easement as requested.

MOTION: To approve the partial easement vacation as presented and authorize the Chair execute the release agreement.

Prepared By: Ashley Aguiar **Date:** April 1, 2026

Approvals:

_____	_____	_____
Administrator	Finance	Operations

ACTION TAKEN BY BOARD: _____ Denied _____ Approved / Resolution No: _____

Attachments:

- Partial Release of Easement Agreement
- Arby's Easement - Exhibit A

Prepared by and when recorded return to:
Englewood Water District
201 Selma Avenue
Englewood, Florida 34223

PARTIAL RELEASE OF EASEMENT

This Partial Release of Easement (the "Release") is made this ___ day of _____, 2026, by ENGLEWOOD WATER DISTRICT ("EWD") in favor of ENCORE–MCCALL, LLC (the "Owner"), owner of the property at 1725 S. McCall Rd., Englewood, Florida 34223.

RECITALS:

A. The Owner owns the Property located at 1725 S. McCall Rd., Englewood, Florida 34223, in Charlotte County, Florida, identified as Parcel ID No. 412006426009 (the "Property").

B. The Property is partially encumbered by a Utility Easement recorded in Official Records Book 734, Page 941, Public Records of Charlotte County, Florida (the "EWD Easement").

C. The parties wish to release a portion of the EWD Easement, as depicted and legally described in Exhibit "A" attached hereto (the "Vacated Easement Property").

Now, therefore, in consideration of $10.00 and other valuable consideration, receipt of which is hereby acknowledged, EWD hereby releases the Vacated Easement Property from the EWD Easement and the Property.

IN WITNESS WHEREOF, the parties have executed this Release the day and year first above written.

RESERVATIONS AND CONDITIONS:

1. **Remaining Easement Rights:** Except as expressly released herein, all rights, privileges, and obligations under the EWD Easement, including but not limited to access, maintenance, repair, operation, and replacement of utility facilities, are expressly reserved and shall remain in full force and effect.

2. **No Waiver of Rights:** This Release does not constitute a waiver of any rights under the EWD Easement or applicable law, including any rights to access, easement maintenance, or future utility service.

3. **Compliance with Laws:** Compliance with all applicable federal, state, and local laws, ordinances, and regulations affecting the Released Area and the remaining EWD Easement shall be maintained.

4. **Binding Effect:** This Release shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Release the day and year first above written.

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SIGNATURE PAGE & EXHIBIT TO FOLLOW

ENGLEWOOD WATER DISTRICT

Signature: _____

Printed Name: _____

Title: _____

Witness:

_____

Witness:

_____

STATE OF FLORIDA §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ___ day of ____, 2026, by _____., as _____ of ENGLEWOOD WATER DISTRICT, on behalf of the District, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public, State of Florida
Signature: _____
Print Name: _____
Commission No.: _____
My Commission Expires: _____

ENCORE–MCCALL, LLC

Signature: _____

Printed Name: Spiro A Comitos

Title: Manager

Witness: _____

Witness: _____

STATE OF Florida §
§
COUNTY OF Pinellas §

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 7th day of April, 2026, by Spiro A. Comitos, as Manager of ENCORE–MCCALL, LLC, a Florida limited liability company, on behalf of the company., who ☑ is personally known to me or ☐ has produced _____ as identification.

Notary Public, State of Florida
Signature: _____
Print Name: Jennifer L Mejia
Commission No.: HH 495570
My Commission Expires: June 21, 2028

JENNIFER L. MEJIA
Commission # HH 495570
Expires June 21, 2028

Exhibit "A"

Legal Description of Released Area

(Insert sketch and legal description of partial release area)

LEGEND

R/W = RIGHT-OF-WAY
R.P.B. = ROAD PLAT BOOK
P.B. = PLAT BOOK
PG. = PAGE
SEC. = SECTION
TWP. = TOWNSHIP
RNG. = RANGE
LN. = LANE
C/L = CENTERLINE
F.P.L. = FLORIDA POWER & LIGHT COMPANY
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
O.R.B. = OFFICIAL RECORDS BOOK
O.R.I. = OFFICIAL RECORDS INSTRUMENT
B.B. = BEARING BASIS
P.I.D. = PROPERTY IDENTIFICATION
N.T.S. = NOT TO SCALE
NO. = NUMBER

SKETCH OF DESCRIPTION

EASEMENT AREA TO BE RELEASED LYING AND BEING IN
SECTION 6, TOWNSHIP 41 SOUTH, RANGE 20 EAST,
CHARLOTTE COUNTY, FLORIDA
"NOT A SURVEY"

DESCRIPTION:

THAT PORTION OF TRACT "C", ENGLEWOOD WATER DISTRICT EASEMENT PER OFFICIAL RECORDS BOOK 734, PAGES 941-943, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, LYING WITHIN PARCEL 5, MERCHANTS CROSSING, ACCORDING TO PLAT BOOK 16, PAGES 79A AND 79B, LYING AND BEING IN SECTION 6, TOWNSHIP 41 SOUTH, RANGE 20 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID PARCEL 5; THENCE ON THE WEST LINE OF SAID PARCEL 5, N. 00°13'26" E., 84.89 FEET, TO THE INTERSECTION OF SAID WEST LINE OF PARCEL 5 AND THE WEST LINE OF SAID TRACT "C", FOR A POINT OF BEGINNING; THENCE CONTINUING ON SAID WEST LINE OF PARCEL 5, N. 00°13'26" E., 0.38 FEET, TO THE NORTH LINE OF SAID TRACT "C"; THENCE ON SAID NORTH LINE OF TRACT "C", S. 89°46'35" E., 63.61 FEET, TO THE NORTH EAST CORNER OF SAID TRACT "C"; THENCE ON THE EAST LINE OF SAID TRACT "C", S. 19°31'53" E., 90.56 FEET, TO THE SOUTH LINE OF SAID PARCEL 5; THENCE N. 89°47'50" W., 63.74 FEET, TO THE WEST LINE OF SAID TRACT "C"; THENCE ON SAID WEST LINE OF TRACT "C", N. 19°31'51" W., 90.18 FEET, TO THE POINT OF BEGINNING.

SAID LANDS HAVING AN AREA OF 5,434 SQUARE FEET, OR 0.125 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH AND COORDINATES SHOWN HEREON ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE AS REFERENCED TO N.A.D. (83)-(2011)-(EPOCH 2010.0000) AND WAS LOCATED USING THE FLORIDA PERMANENT REFERENCE NETWORK WITH REAL TIME KINEMATIC GPS.
2. THE SKETCH & DESCRIPTION SHOWN HEREON DOES NOT REPRESENT A BOUNDARY SURVEY.

CERTIFIED TO/PREPARED FOR:

1. ENCORE REAL ESTATE DEVELOPMENT, LLC

This survey is protected by copyright and is certified only to the people listed hereon, and only for this particular transaction. The surveyor expressly disclaims any certification to third parties in future transactions. No person other than those listed should rely on this survey. Copyrighted material ©2026

25-11-14_SD_RELEASE.DWG

BENNETT-PANFIL, INC.
SURVEYING
Bennett-Panfil, Inc.
Licensed Business 6639
742 Shamrock Blvd.,
Venice, FL 34293
(941) 497-1290
www.bpisurvey.com

THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE FOR SURVEYS" SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND IS NOT INTENDED TO MEET ANY OTHER MUNICIPAL OR NATIONAL STANDARD OR REQUIREMENT UNLESS NOTED. PRINTED COPIES OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ELECTRONIC COPIES OF THIS DOCUMENT ARE ONLY VALID IF THE DIGITAL SIGNATURE AND DATE HAVE BEEN VERIFIED.

ERICK B. BENNETT LICENSE NUMBER No. 7301 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

Digitally signed by Erick B Bennett
Date: 2026.03.17 07:35:52 -04'00'

Erick B. Bennett | Florida L.S. 7301

FILE NUMBER:	25-11-14
DATE OF FIELD SURVEY:	-
DRAWN BY:	E.B.B.
CHECKED BY:	D.J.P.
FIELD BOOK NUMBER:	-
FIELD BOOK PAGE:	-

SHEET

1 OF **2**

Not valid without all sheets present

Tuesday, March 17, 2026 - C:\USERS\ERICKBENNETT\BENNETT-PANFIL, INC\BPI - DOCUMENTS\01_PROJECTS\2025-XX-XX\25111XX\25-11-14\05_SURVEY_DATA\03_CAD_PROCESSING\03_SHEETS\25-11-14_SD_RELEASE

SKETCH OF DESCRIPTION

EASEMENT AREA TO BE RELEASED LYING AND BEING IN SECTION 6, TOWNSHIP 41 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA

"NOT A SURVEY"

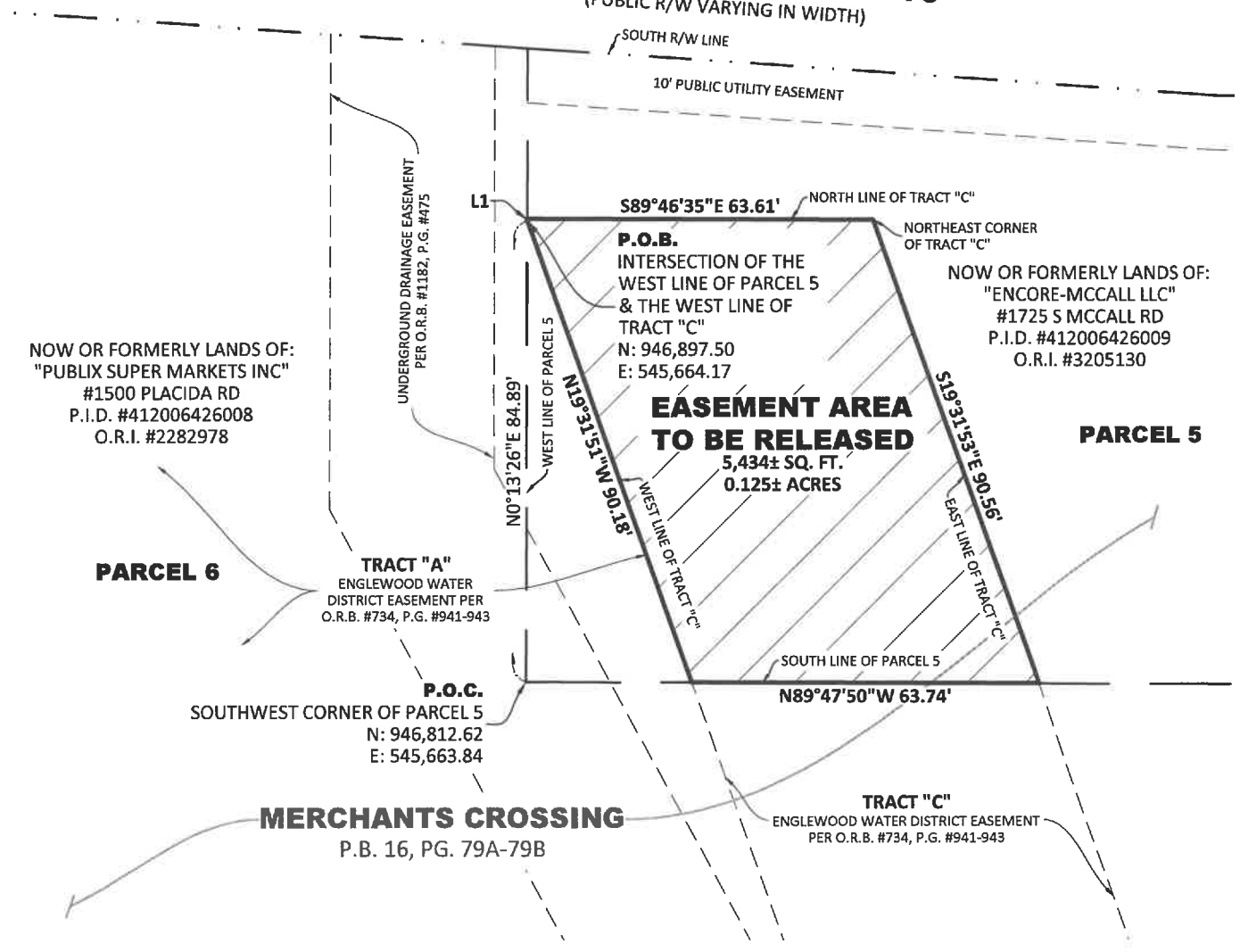
N

NOT TO SCALE

LEGEND

R/W = RIGHT-OF-WAY
R.P.B. = ROAD PLAT BOOK
P.B. = PLAT BOOK
PG. = PAGE
SEC. = SECTION
TWP. = TOWNSHIP
RNG. = RANGE
LN. = LANE
C/L = CENTERLINE
F.P.L. = FLORIDA POWER & LIGHT COMPANY
P.O.B. = POINT OF BEGINNING
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B.B. = BEARING BASIS
P.I.D. = PROPERTY IDENTIFICATION
N.T.S. = NOT TO SCALE
NO. = NUMBER

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N00°13'26"E	0.38'



25-11-14_SD_RELEASE.DWG

FILE NUMBER: 25-11-14

BENNETT-PANFIL, INC.
SURVEYING

Bennett-Panfil, Inc.
Licensed Business 6639

742 Shamrock Blvd.,
Venice, FL 34293
(941) 497-1290
www.bpisurvey.com

1725 S. MCCALL ROAD
ENGLEWOOD, FL. 34223
CHARLOTTE COUNTY
SECTION 6, TOWNSHIP 41 S., RANGE 20 E.

SHEET
2 OF **2**

Not valid without all sheets present

Tuesday, March 17, 2026 - C:\USERS\ERICKBENNETT\BENNETT-PANFIL, INC\BPI - DOCUMENTS\01_PROJECTS\2025-XX-XX\2511XX\25-11-14\05_SURVEY_DATA\03_CAD_PROCESSING\03_SHEETS\25-11-14_SD_RELEASE

BOARD AGENDA ITEM SUMMARY 7g

MEETING DATE: April 9, 2026 **SUBJECT:** South WRF Electrical Upgrade Design

CATEGORY: ____ Consent ____ Discussion __X__ Action

CONTACT PERSON: Keith R. Ledford, Jr. **DEPT.:** Administration

ITEMS: South WRF Electrical Upgrade - Design

PURPOSE / JUSTIFICATION: Pursuant to Florida Statutes 287.055 (CCNA), RFQ 2025-142 for Engineering Services for the South Water Reclamation Facility (WRF) Expansion and Improvements project was competitively solicited, and Kimley-Horn was selected and awarded Agreement No. 2025-142 as Engineer of Record (EOR).

Recent hurricanes have led to the damage of electrical components at the South WRF. EWD has obtained FDEP grant funding totaling $8,500,000.00 for the design and construction of the repairs as well as associated improvements. As part of the overall South WRF Expansion and Improvement project, EWD requested Kimley-Horn to prepare design and construction plans for two new electrical services and rehabilitate existing electrical equipment at the WRF. The design will include two new electrical services; each interconnected to allow continued operations in the event a single ATS or primary feeder is out of service. The existing electrical services are to be installed in a new electrical building. Other improvements include enhanced grounding and surge protection on existing equipment, implementation of plant-wide SCADA for remote operations, and upgrades to telecommunications. This electrical system upgrade will reconfigure the system to allow all equipment to run on emergency power.

Staff has reviewed the scope of services and is requesting approval to allow project design to commence.

FISCAL IMPACT: 625665-600-250 –South WRF Electrical Upgrade **Budget Resolution Required:**___yes _X__no

Amount Budgeted:	$	8,5000,000.00
Year to Date Expenditure:	$	0.00
Open POs	$	0.00
Expenditure Required:	$	910,045.52
Remaining in Budget:	$	7,589,954.48

MOTION: To approve and authorize the Administrator to sign Task Order 2025-142-01 for engineering services related to the South Water Reclamation Facility (WRF) Electrical Upgrades in the amount of $910,045.52.

Prepared By: Ashley Aguiar **Date:** April 1, 2026

Approvals:

_____	_____	_____
Administrator	Finance	Operations

ACTION TAKEN BY BOARD: _____ Denied _____ Approved / Resolution No: _____

Attachments: 1. EWD South WRF Electrical Upgrades Design Scope; 2. RFQ 2025-142 – Kimley-Horn – Executed (Electronic Only); 3. RFQ 2025-142 – 9.9.25 (Electronic Only)

ENGLEWOOD WATER DISTRICT

**SOUTH WATER RECLAMATION FACILITY (WRF)
ELECTRICAL UPGRADES**

**TASK ORDER 2025-142-01
SCOPE OF SERVICES**

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the "Consultant") and Englewood Water District (the "EWD") in accordance with the terms of the Engineering Services for South Water Reclamation Facility (WRF) Expansion and Improvements, Agreement No. 2025-142 dated December 19th, 2025.

PROJECT DESCRIPTION

Recent hurricanes have led to the damage of electrical components at the South Water Reclamation Facility (WRF). The EWD requested Kimley-Horn to prepare design and construction plans for two new electrical services and to rehabilitate existing electrical equipment at the WRF. The design is to include two new electrical services; each service will be interconnected to allow complete operations in case in the event a single ATS or primary feeder is out of service. The existing electrical services are to be installed in a new electrical building. In addition to the upgraded electrical services, other improvements will include enhanced grounding and surge protection on existing equipment, implementing plant-wide SCADA for remote operating capabilities and upgrading telecommunications. With this electrical system upgrade, the system will be reconfigured to allow all equipment to run on emergency power.

SCOPE OF SERVICES

The following services will be provided under this agreement.

TASK 1.0 PROJECT MANAGEMENT

The Consultant will provide project management, administration, project accounting, general coordination, and quality management services for the duration of the project.

1.1 Project Kickoff Meeting. The Consultant will coordinate and conduct a kickoff meeting with the EWD. Project objectives, schedule, communication methods, and project information will be discussed. The Consultant will prepare an agenda, sign-in sheet, and meeting notes.

1.2 Project Design Schedule. The Consultant will prepare a project schedule to accompany the Project Kickoff Meeting. The Consultant will update the schedule at project milestones as defined herein the Scope of Services.

1.3 Monthly Progress and Status Meetings. The Consultant will conduct a monthly progress meeting in person or by Teams with EWD's project manager. Project design is anticipated to take 12 months.

1.4 Monthly Invoices. The Consultant will prepare monthly invoices for services rendered each month.

TASK 2.0 SUB-CONSULTANT COORDINATION

The Consultant will execute agreements and contract directly with electrical, architectural, and geotechnical sub-consultants that will be responsible for associated design. The Consultant will provide sub-consultant coordination and sub-consultant invoicing.

2.1 Electrical. The Consultant will contract directly with an Electrical Sub-Consultant (Gamboa Engineers) that will be responsible for performing the electrical design as described in Attachment A. The Electrical Sub-Consultant will provide complete electrical, instrumentation and controls (I&C) design of the electrical building and associated systems.

2.2 Architectural. The Consultant will contract directly with an Architectural Sub-Consultant (Architectural Studio) for the architectural design of the electrical building as described in Attachment B. The Architectural Sub-Consultant will prepare construction drawings for the architectural work of the electrical building.

2.3 Geotechnical. The Consultant will contract directly with a Geotechnical Sub-Consultant (Tierra Inc.) for the geotechnical bores on the project site in support of the electrical building as described in Attachment C. The Geotechnical Sub-Consultant shall perform a subsurface investigation consisting of two Standard Penetration Test (SPT) borings each up to a depth of 60 feet below the ground surface in proximity of the proposed electrical building. The Geotechnical Sub-Consultant will complete laboratory testing and record groundwater levels and prepare a geotechnical report.

TASK 3.0 DESIGN AND PERMITTING

The Consultant will prepare preliminary design report and 30% conceptual design, 60%, 90%, and 100% design plans and final construction plans along with technical specifications and engineer's opinions of probable construction cost (OPCC) for the project.

3.1 Preliminary Design. The Consultant's Electrical Sub-Consultant will prepare a Preliminary Design Report (PDR) for the Electrical Improvements of the project. The report will include the basis of design for the electrical and I&C systems. 30% design drawings will be provided to EWD along with a table of contents of the technical specifications and a preliminary OPCC.

3.2 60% Design. The Consultant will prepare 60% design plans for the Project. The 60% design will include electrical, I&C, structural, mechanical and HVAC. The design submittal will include draft technical specifications, an updated OPCC, design plans, and architectural conceptual drawings. The building design will be based on the most current Florida Building Code. The Consultant will conduct a 60% design review

meeting with EWD.

3.3 90% Design. The Consultant will prepare 90% design plans for the Project. The 90% design will include revisions based on the 60% design review. The design submittal will include technical specifications, an updated OPCC, and design plans. The Consultant will conduct a 90% design review meeting with EWD.

3.4 100% Design. The Consultant will prepare 100% design and Construction Plans and Technical Specifications for the Project. The final design will include revisions based on the 90% design review. The design submittal will include technical specifications, an updated OPCC, and design plans.

3.5 Final Package. The Consultant will prepare solicitation documents will include final plans and technical specifications. The Consultant will assist the EWD in the solicitation package.

3.6 Permitting. The Consultant will prepare permit application packages and respond to information requests for the following permits. The EWD is responsible for paying all permitting application fees.

- Charlotte County Building Permit. The Consultant will prepare the pre-application meeting application and up to two Requests for Additional Information from Charlotte County.
- FDEP/SFWMD Environmental Resource Permit individual application. It is assumed there will be no wetland impacts and therefore no wetland mitigation will be required. The Consultant will prepare the application and up to two Requests for Additional Information from FDEP (Florida Department of Environmental Protection) or SWFWMD (Southwest Florida Water Management District). The Consultant will attend up to one onsite meeting with the permitting agency.

TASK 4.0 DESIGN COMPLIANCE SUPPORT SERVICES

The Consultant will assist the EWD in understanding and implementing the compliance requirements associated with the FDEP grants for the design and permitting components of the Project.

4.1 Administrative Compliance Support. The responsibilities of the Consultant for this task are related to supporting EWD in the administration of all design and permitting required compliance requisites, monitoring, tracking, reporting and preparation of close-out documentation to complete the design and permitting. The following administrative will be provided:

- Assist EWD with monitoring the overall progress and effectiveness of the project's implementation, making sure the progress is documented as required by the grant agreements.
- Identify potential compliance issues that may compromise program integrity funding and service delivery, and provide recommendations to EWD for resolution.

- Assist in the preparation of grant agreement amendments.
- Assist EWD in the preparation and submission of quarterly progress reports.

4.2 Procurement Support Services. The Consultant will provide Procurement support services to assist EWD in understanding applicable grant agreement requirements including providing guidance and recommendations to help minimize compliance risks.

4.3 Fiscal Services. The objective of this task is to ensure accurate fiscal management, compliance with FDEP and Legislative Appropriations requirements, and timely reporting throughout the duration of the projects. The Consultant will provide the following as part of this task:

- Assist EWD in preparing required reimbursement requests for eligible project expenditures.
- Assist EWD in preparing Deliverable Reports to be submitted with reimbursement requests.
- Assist EWD in reviewing supporting documentation for accuracy and completeness prior to submission.
- Assist EWD in maintaining communication with FDEP regarding reimbursement status and address any issues or questions.
- Assist EWD in establishing and maintaining a detailed budget tracking system for projects.
- Assist EWD in monitoring expenditures against approved budgets to prevent overruns and ensure compliance.
- Help EWD to identify and report any variances, recommending corrective actions as necessary.
- Assist EWD to set up administrative internal controls ensuring that construction compliance internal controls are set up to prevent fraud.
- Assist EWD staff with any matters related to interim audits.
- Assist EWD in compiling and preparing final close out reports summarizing project expenditures, reimbursements, and budget status.
- Assist EWD with submitting close out reports within required time limits and responding to any follow-up requests from the funding agency

SERVICES NOT INCLUDED

Any other services, including but not limited to the following, are not included in this Agreement:

- Engineering construction phase services.
- Construction phase funding compliance services.

METHOD OF COMPENSATION

The Consultant will perform the services in Tasks 1 - 4 for the total lump sum fee below. All permitting, application, and similar project fees will be paid directly by the EWD.

Task Number	Task Name	Fee
1	Project Management	$ 112,064.00
2	Sub-Consultant Coordination	$ 60,594.00
3	Design and Permitting	$ 678,037.52
4	Design Compliance Support Services	$ 69,220.00
	Total	**$ 910,045.52**

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

Payment will be issued in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

ACCEPTED:

CLIENT:	**CONSULTANT:**
ENGLEWOOD WATER DISTRICT	**KIMLEY-HORN AND ASSOCIATES, INC.**
Signed: _____	**Signed:** _____
Printed Name: Keith R. Ledford, Jr., P.E.	**Printed Name:** M. Lewis Bryant, P.E.
Title: Administrator	**Title:** Senior Vice President
Date: _____	**Date:** _____

AGREEMENT NO. 2025-142
ENGINEERING SERVICES FOR SOUTH WATER RECLAMATION FACILITY (WRF) EXPANSION AND IMPROVEMENTS

This Agreement made this 19 day of December, 2025 between ENGLEWOOD WATER DISTRICT, a Special District, in the State of Florida, hereinafter referred to as "DISTRICT" having its principal place of business at 201 Selma Avenue, Englewood, Sarasota, Florida and KIMLEY-HORN AND ASSOCIATES, INC., hereinafter referred to as "CONSULTANT" whose address is 1514 Broadway, Suite 301, Fort Myers, Florida 33901.

WITNESSETH:

Whereas, the DISTRICT has met the requirements of the Consultant's Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform the services hereunder and,

Whereas, the DISTRICT'S Administrator or his designee shall have full authority to manage and supervise the execution and completion of the Scope of Services and the terms and conditions of this Agreement and,

Whereas, the CONSULTANT acknowledges this is a non-exclusive Agreement and the amount of work and nature of work to be performed under this Agreement is defined in Scope of Services, identified in solicitation RFQ 2025-142 and made a part hereto to this Agreement.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the DISTRICT and CONSULTANT agree as follows:

1. CONTRACT DOCUMENTS

The following documents and information are incorporated and made part hereof; and shall comprise the Contract Documents.

A. This Agreement; and

B. The Request for Qualifications (RFQ) package 2025-142 – Engineering Services for South Water Reclamation Facility (WRF) Expansion and Improvements; and

C. Any addendum to the RFQ package; and

D. Exhibit 1 – Schedule of Fees; and

E. Exhibit 2 – Truth in Negotiation Certificate; and

F. Exhibit 3 –Task Order Specific Cost Certification; and

G. CONSULTANTS response to solicitation RFQ 2025-142 received on October 9, 2025, including completed DISTRICT Forms.

2. CONSULTANT'S SERVICES

A. The CONSULTANT agrees to diligently and timely perform services for the DISTRICT relating to Professional Engineering and Consulting Services as identified in RFQ 2025-142.

B. This Agreement shall commence immediately upon the execution of the Agreement by both the DISTRICT and the CONSULTANT. The term of the Agreement shall begin on the date of execution and continue for a period of five (5) years, with an option to renew for two (2) additional years, at the same terms and

conditions, subject to CONSULTANT'S satisfactory performance and mutual agreement of the DISTRICT and CONSULTANT.

3. COMPENSATION AND PAYMENT FOR CONSULTANT'S SERVICES

A. COMPENSATION

i) The DISTRICT shall authorize engineering services through the execution of Task Orders to be negotiated with and performed by the CONSULTANT. No work shall be performed under this Agreement other than through the approval of a Task Order by the DISTRICT's Administrator or the Board of Supervisors. Fees negotiated in any Task Order shall be based on the hourly fee rate shown schedule in Schedule of Fees, EXHIBIT 1. EXHIBIT 1 shall also include the labor rates of approved subconsultants, which shall be subject to the same fixed-rate period, price-adjustment provisions, and all other compensation terms applicable to the CONSULTANT.

ii) Compensation and Reimbursable Expenses

Compensation to the CONSULTANT shall include all profit, direct and indirect labor costs, personnel-related costs, overhead, administrative costs, and all other costs not identified as reimbursable below. No claim for reimbursement shall be made to the DISTRICT for any cost designated as non-reimbursable or required to be included within the CONSULTANT's hourly rates. Subconsultant overhead, administrative expenses, and routine internal costs are likewise non-reimbursable and must be incorporated into the subconsultant's fixed hourly rates included in EXHIBIT 1.

Reimbursable expenses shall be limited to direct third-party project costs expressly authorized in a Task Order, supported by documentation, and billed strictly at actual cost with **no markup, multiplier, fee, percentage add-on, or handling charge**.

Subconsultant Direct Project Costs

Notwithstanding the general rule above, direct project-specific costs incurred by approved subconsultants—including laboratory testing, outsourced large-format printing, outsourced scanning or reproduction, field equipment rental, permit-required deliverables, and similar technical third-party project expenses—may be reimbursed at actual cost with no markup when expressly authorized in the applicable Task Order.

Any rates, fees, multipliers, administrative charges, handling fees, markups, or other surcharges appearing in any subconsultant's rate sheet, proposal, or invoice shall not apply to this Agreement and are expressly superseded. The CONSULTANT shall ensure that all subconsultants incorporate these requirements in their agreements and invoicing practices.

Subconsultant Travel

Subconsultant travel may be reimbursed only if expressly authorized in the applicable Task Order and billed in compliance with F.S. 112.061 and FAC 69I-42, at actual cost and without markup.

Specialized Field Equipment (Limited Exception)

Specialized, high-value field equipment—such as hydrographic mapping systems, survey-grade laser scanners, GPR units (STREAM C, STREAM EM), LiDAR-equipped drones, or comparable technical devices—may be reimbursed when necessary for a specific project task, expressly approved in the Task Order, and invoiced at actual cost or a documented cost-allocation basis.

Routine field equipment (including field trucks, general tools, standard PPE, tablets, and other normal field items) is non-reimbursable and must be included in hourly labor rates.

Non-Reimbursable Costs

The following costs are non-reimbursable and must be included in hourly labor rates:

a. Consultant Travel

All travel time, mileage, lodging, meals, per diem, and other travel-related costs incurred by the CONSULTANT or its employees, including travel between the CONSULTANT's office and any DISTRICT project site. Reimbursement for significant, non-routine travel by the CONSULTANT may be authorized only on a rare, project-specific basis, and only if expressly approved and negotiated in the applicable Task Order. Any such reimbursement shall comply with F.S. 112.061 and FAC 69I-42, shall be limited to actual cost, and shall include no markup.

b. Four (4) sets of 22" × 34" signed and sealed permitting plans

These sets prepared by the CONSULTANT are non-reimbursable. Additional sets required solely by permitting authorities may be reimbursable if outsourced and expressly authorized in the Task Order.

c. Computer usage, telephone expenses, internet service, fax, routine printing/copying, postage, office supplies, and other general office overhead are non-reimbursable and shall be included in the CONSULTANT's hourly rates.

These routine internal costs must be included in hourly rates and are not reimbursable.

d. Subconsultant or subcontractor markup

Subconsultant and subcontractor work may only be reimbursed at actual third-party cost with no markup when authorized in a Task Order.

All reimbursable expenses must be pre-approved in writing by the Administrator. Documentation such as receipts, mileage logs, laboratory invoices, equipment rental agreements, or similar third-party records shall accompany all reimbursement claims.

Funding Compliance

All reimbursable expenses under this Agreement shall comply with the requirements applicable to the funding sources supporting the project, including but not limited to SRF, FDEP, FEMA, federal cost principles under 2 CFR Part 200, and any applicable federal or state rules. When funding requirements differ, the most restrictive cost-allowability rule shall apply.

Any subconsultant or CONSULTANT language inconsistent with these requirements is superseded by this Agreement.

iii) **Price Adjustment Clause.** The pricing established under this contract shall remain firm for the first two (2) years of the contract. Thereafter, the CONSULTANT may request a price adjustment in writing, along with supporting ECI data, no less than twelve (12) months after the last price increase and only once per contract year based on changes in the Employment Cost Index (ECI). The industry-specific ECI used will be '*Compensation (not seasonally adjusted): Employment Cost Index for total compensation, for private industry workers, by occupational group and industry.'* Occupational group and industry are '*Professional and business services – Professional, scientific, and technical services*' as published by the U.S. Bureau of Labor Statistics (BLS).

a. Calculation Method:

The percentage increase or decrease shall be calculated based on the 12 months, ending in the most recent published ECI data available at the time of the request.

The adjustment formula is as follows:
New Price = Current Price x (1+ ((ECI Current period – ECI Previous Period)/ECI Previous period))

ECI values shall be obtained from the U.S. Bureau of Labor Statistics (BLS) website at https://www.bls.gov/news.release/eci.t05.htm.

Maximum Allowable Adjustment: Any price adjustment should not exceed 5% per contract year, regardless of the ECI increase. If the ECI decreases, the DISTRICT reserves the right to negotiate a price reduction.

iv) The DISTRICT'S performance and obligation to pay under this Agreement are contingent upon an appropriation by the DISTRICT'S Board of Supervisors. The parties acknowledge and agree that the obligations of the DISTRICT to fulfill financial obligations of any kind pursuant to any and all provisions of this Agreement, or any subsequent agreement entered into pursuant to this Agreement, or referenced herein to which DISTRICT is a party, are and shall remain subject to the provisions of Florida Statutes Section 166.241, regardless of whether a particular obligation has been expressly so conditioned. The DISTRICT agrees to exercise all lawful and available authority to satisfy any financial obligations of DISTRICT that may arise under this Agreement; however, since funds are appropriated annually by the DISTRICT'S Board of Supervisors on a fiscal year basis, the DISTRICT'S legal liability for the payment of any costs shall not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the DISTRICT'S Board of Supervisors (nor shall such liability arise if, a request for such appropriations is excluded from the budget approved by the DISTRICT'S Board of Supervisors). During the term of this Agreement, the Administrator or his designee shall, for each fiscal period, include in the budget application submitted to the DISTRICT'S Board of Supervisors the amount necessary to fund DISTRICT'S obligations hereunder for such fiscal period. Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of DISTRICT shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by DISTRICT under this Section. This Agreement shall not constitute an indebtedness of DISTRICT nor shall it constitute an obligation for which the DISTRICT is obligated to levy or pledge any form of taxation or for which the DISTRICT has levied or pledged any form of taxation.

B. TRUTH-IN-NEGOTIATION CERTIFICATE

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed-fee professional services contract exceeding the threshold amount in Section 287.017 for Category Four, the CONSULTANT shall execute a Truth-In-Negotiation Certificate, in the form attached hereto as Exhibit 2, stating that the wage rates, indirect cost rates, and other factual unit cost data supporting the compensation under this Agreement are accurate, complete, and current as of the date of execution. This Agreement shall include a provision that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the DISTRICT determines the contract amount was increased because the CONSULTANT furnished wage rates, indirect cost rates, or other factual unit cost information that was inaccurate, incomplete, or not current as of the date of execution. All such adjustments shall be made within one (1) year following the end of the Agreement, which shall be deemed to be the date of final billing or acceptance of the work by the DISTRICT, whichever is later. Nothing in this section eliminates the CONSULTANT'S obligation to provide project-specific cost documentation or cost certifications required by federal or state funding agencies for individual Task Orders.

C. COST CERTIFICATION REQUIREMENT

For any Task Order funded in whole or in part by state or federal financial assistance that requires compliance with 2 CFR Part 200 or other federal or state cost principles, the CONSULTANT shall submit a completed and signed Task Order–Specific Cost Certification, in the form attached hereto as Exhibit 3, prior to negotiation or approval of the CONSULTANT'S fee proposal for that Task Order. This certification shall confirm that all labor classifications, hourly rates, indirect cost rates, multipliers, direct expenses, hours, and subconsultant costs proposed for the Task Order comply with the applicable federal or state requirements for cost allowability, reasonableness, and allocability. Nothing in this certification shall be construed to authorize any compensation, expense, rate, multiplier, or cost element not permitted under the Compensation provisions of this Agreement or the Schedule of Fees in Exhibit 1. The requirement for a Task Order–Specific Cost Certification shall not apply to Task Orders funded solely with local DISTRICT funds, unless otherwise required by the DISTRICT in its discretion.

D. METHOD OF PAYMENT

i) The DISTRICT shall pay the CONSULTANT through payment issued in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes. CONSULTANT's invoice shall be accompanied with a project status report to substantiate the percent completeness of the work. The DISTRICT will review the invoice with the report and verify that the services invoiced have been completed in conformity with this agreement prior to approving the invoice for payment.

ii) For those specific services that were partially completed, progress payments shall be paid, no more than once a month, in proportion to the percentage of completed work on those specific services approved in writing by the DISTRICT, based on the percentage of the amount for those specific services.

iii) The CONSULTANT's invoices shall be in a form satisfactory to the DISTRICT'S Finance Department, who shall initiate disbursements.

4. <u>INDEMNIFICATION</u>

TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONSULTANT MUST INDEMNIFY AND HOLD HARMLESS THE DISTRICT, AND ITS OFFICERS AND EMPLOYEES, FROM LIABILITIES, DAMAGES, LOSSES, AND COSTS, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, TO THE EXTENT CAUSED BY THE NEGLIGENCE, RECKLESSNESS, OR INTENTIONALLY WRONGFUL CONDUCT OF THE CONSULTANT AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE CONSULTANT IN THE PERFORMANCE OF THE AGREEMENT. THE AGREEMENT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE DISTRICT TO SUIT BY THIRD PARTIES.

THE DISTRICT MUST PROVIDE ALL AVAILABLE INFORMATION AND ASSISTANCE THAT THE CONSULTANT MAY REASONABLY REQUIRE REGARDING ANY CLAIM. IN THE EVENT OF A CLAIM, THE DISTRICT MUST PROMPTLY NOTIFY THE CONSULTANT IN WRITING BY PREPAID CERTIFIED MAIL (RETURN RECEIPT REQUESTED) OR BY DELIVERY THROUGH ANY NATIONALLY RECOGNIZED COURIER SERVICE (SUCH AS FEDERAL EXPRESS OR UPS) WHICH PROVIDES EVIDENCE OF DELIVERY, AT THE ADDRESS PROVIDED FOR RECEIPT OF NOTICES IN THIS AGREEMENT.

THIS AGREEMENT FOR INDEMNIFICATION SHALL SURVIVE TERMINATION OR COMPLETION OF THE AGREEMENT. THE INSURANCE COVERAGE AND LIMITS REQUIRED IN THIS AGREEMENT MAY OR MAY NOT BE ADEQUATE TO PROTECT THE DISTRICT AND SUCH INSURANCE COVERAGE WILL NOT BE DEEMED A LIMITATION ON THE CONSULTANT'S LIABILITY UNDER THE INDEMNITY PROVIDED IN THIS SECTION. IN ANY

PROCEEDINGS BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS INDEMNITY PROVISION, THE PREVAILING PARTY SHALL BE REIMBURSED ALL COSTS, EXPENSES AND REASONABLE ATTORNEY FEES THROUGH ALL PROCEEDINGS (AT BOTH TRIAL AND APPELLATE LEVELS).

NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO AFFECT THE RIGHTS, PRIVILEGES AND IMMUNITIES OF THE DISTRICT AS SET FORTH IN FLORIDA STATUTES SECTION 768.28. THE TERMS OF THIS SECTION SURVIVE THE TERMINATION OF THIS AGREEMENT.

FURTHER, THE CONSULTANT SHALL FULLY INDEMNIFY AND HOLD HARMLESS THE DISTRICT, FROM ANY SUITS, ACTIONS, DAMAGES, AND COSTS OF EVERY NAME AND DESCRIPTION, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATING TO VIOLATION OR INFRINGEMENT OF A TRADEMARK, COPYRIGHT, PATENT, TRADE SECRET OR INTELLECTUAL PROPERTY RIGHT.

5. CONSULTANT'S INSURANCE

A. INSURANCE

CONSULTANT and all sub-consultants and/or all sub-contractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance at the same levels specified in this agreement, against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, his agents, representatives, employees or subcontractors.

Before performing any work, CONSULTANT shall procure and maintain, during the life of the Agreement, the insurances listed below, unless otherwise specified. The policies of insurance shall be primary and written on forms acceptable to the DISTRICT and placed with insurance carriers approved and licensed by the Insurance Department of the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent." No changes are to be made to these specifications without the Administrator or designee's prior written approval. The DISTRICT may alter the amounts or types of insurance policies required by this Agreement upon agreement with CONSULTANT.

All policies except for the Workers Compensation and Professional Liability shall name Englewood Water DISTRICT as Additional Insured.

i) Workers' Compensation and Employers' Liability Insurance: In accordance with statutory requirements and Employer's Liability Insurance with limits of not less than $100,000 for each accident, not less than $100,00 for each disease, and not less than $500,000 aggregate. Coverage is to apply for all employees in the statutory limits in compliance with the applicable state and federal laws. Proof of current Worker's Compensation coverage or Worker's Compensation exemption (notarized affidavit).

ii) Professional Liability Insurance: Minimum $1,000,000 per occurrence for this project, and with a $1,000,000 policy term general aggregate. Coverage shall be extended beyond the policy year term either by a supplemental extended reporting period (ERP) with as great of duration as available, with no less coverage and reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made. The DISTRICT prefers all Professional Liability Insurance be written on an Occurrence Form; however, in the event that the professional liability insurance required by this Agreement is written on a claims-made basis, CONSULTANT warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained for a period of two (2) years or an extended reporting period (ERP) with tail coverage will be obtained and maintained for a period of two (2) years beginning at the time work under this Agreement is completed.

iii) Comprehensive Commercial General Liability Insurance: (Occurrence Form CG 00 01): The

CONSULTANT shall procure and maintain and require all sub-contractors to procure and maintain during the life of this Agreement, a comprehensive general liability policy, including but not limited to bodily injury, property damage, contractual liability, and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

The policy must include comprehensive general liability with a limit of $1,000,000 for general aggregate; $1,000,000 for each occurrence; $1,000,000 for products and completed ops; $100,000 for damage to rented premises; and $100,000 for fire damage.

The policy shall be endorsed to include the following additional insured language: "Englewood Water District and its commissioners, officers, employees, agents, and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CONSULTANT."

iv) Business Automobile Liability: The CONSULTANT shall procure and maintain and require all sub-consultants/sub-contractors to procure and maintain during the life of this Agreement, business automobile liability insurance including on all owned, hired, and non-owned automobiles. Automobile liability insurance must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if CONSULTANT has no owned autos, hired (Code 8), and non-owned (Code 9) autos.

The policy must include automobile liability with a limit of $1,000,000 for Combined Single Limit (CSL) for each accident; $1,000,000 for bodily Injury (per person); $1,000,000 for bodily Injury (per accident); and $1,000,000 for property damage (per accident).

B. WAIVER OF SUBROGATION

All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or through other means, agree to waive all rights of subrogation against the DISTRICT, its officers, officials, employees and volunteers, and the DISTRICT'S insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by CONSULTANT for the DISTRICT. It is CONSULTANT'S responsibility to notify its insurance company of the waiver of subrogation and request written authorization or the proper endorsement. Additionally, CONSULTANT, its officers, officials, agents, employees, volunteers, and any subcontractors, agree to waive all rights of subrogation against the DISTRICT and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions for which the CONSULTANT or its agents may be responsible.

C. POLICY FORM

i) All policies required by this Agreement, with the exception of Professional Liability and Workers' Compensation, are to be written on an occurrence basis and the Comprehensive Commercial General Liability Insurance shall name the Englewood Water District, Florida, and its Commissioners, officers, agents, employees, and volunteers as additional insured as their interest may appear under this Agreement. Claims Made Policies will be accepted for professional liability and hazardous materials and such other risks as are authorized by the DISTRICT. All Claims made policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, CONSULTANT agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a

retroactive date, including at least the last policy year.

ii) Insurance requirements itemized in this Agreement, and required of CONSULTANT, shall be provided by or in behalf of all subconsultants to cover their operations performed under this Agreement. CONSULTANT shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subconsultants.

iii) Each insurance policy required by this Agreement shall:

a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

b. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. CONSULTANT is to notify the DISTRICT'S Purchasing Office by written notice via certified mail, return receipt requested.

D. The DISTRICT shall retain the right to review, at any time, coverage, form, and amount of insurance.

E. The procuring of required policies of insurance shall not be construed to limit CONSULTANT'S liability nor to fulfill the indemnification provisions and requirements of this Agreement. The extent of CONSULTANT'S liability for indemnity of the DISTRICT shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between CONSULTANT and its carrier.

F. CONSULTANT shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the DISTRICT is an insured under the policy. CONSULTANT'S insurance is considered primary for any loss, regardless of any insurance maintained by the DISTRICT. CONSULTANT is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

G. All certificates of insurance must be on file with and approved by the DISTRICT before commencement of any work under this Agreement. All certificates of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704). Certificates of insurance evidencing claims made or occurrences form coverage and conditions to this Agreement, as well as the Agreement number and description of work, are to be furnished to the DISTRICT'S Purchasing Office prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the DISTRICT'S Purchasing Department before CONSULTANT will be allowed to commence or continue work. The Certificate of insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.

H. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to CONSULTANT'S insurer(s) and the DISTRICT'S Purchasing Department as soon as practicable after notice to the Insured.

6. RESPONSIBILITIES OF THE CONSULTANT

A. CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or

at the behest of CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

B. If CONSULTANT is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

C. CONSULTANT warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for CONSULTANT), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award of this Agreement.

D. CONSULTANT shall perform its services in accordance with generally accepted industry standards and practices customarily utilized by competent consultant firms in effect at the time CONSULTANT'S services are rendered. CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct in Florida Statutes, Section 112.313, as it relates to work performed under this Agreement. CONSULTANT agrees to incorporate the provisions of this paragraph into any subcontract into which it might enter with reference to the work performed.

E. CONSULTANT shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof. The DISTRICT does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its projects, activities or services. CONSULTANT shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

F. CONSULTANT shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at CONSULTANT'S offices for inspection, audit, and copying during normal business hours by the DISTRICT, or any of its authorized representatives. Such records shall be retained for a minimum of three (3) years after completion of the services, or for the longer period required by Section 7 of this Agreement or the General Records Schedule GS1-SL, if applicable.

G. The CONSULTANT shall comply with Florida Statutes Section 20.055(5), and must incorporate in all subcontracts the obligation to comply with Florida Statutes Section 20.055(5).

H. The CONSULTANT shall perform all services in each mutually agreed upon Task Order.

7. **PUBLIC RECORDS LAW**

In accordance with Florida Statutes, Section 119.0701, CONSULTANT shall comply with all public records laws, and shall specifically:

A. Keep and maintain public records required by the DISTRICT to perform the service.

i) The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See http://dos.state.fl.us/library-archives/records-management/general-records-schedules/).

ii) "Public records" means and includes those items specified in Florida Statutes, Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the DISTRICT. CONSULTANT'S records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Agreement.

B. Upon request from the DISTRICT'S custodian of public records, provide the DISTRICT, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the DISTRICT, upon request, in a format compatible with the information technology systems of the DISTRICT.

C. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, if CONSULTANT does not transfer the records to the DISTRICT following completion of the Agreement, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.

D. Upon completion of the Agreement, transfer, at no cost, to the DISTRICT all public records in CONSULTANT'S possession or keep and maintain public records required by the DISTRICT to perform the service. If CONSULTANT transfers all public records to the DISTRICT upon completion of the Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon the completion of the Agreement, CONSULTANT shall meet all applicable requirements for retaining public records.

E. Failure of CONSULTANT to comply with these requirements shall be a material breach of this Agreement. Further, CONSULTANT may be subject to penalties under Florida Statutes, Section 119.10.

F. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, ENGLEWOOD WATER DISTRICT, 201 SELMA AVE, ENGLEWOOD, FL 34223, (941) 460-1003; E-MAIL: publicrecordrequests@ewdfl.com**

8. OWNERSHIP AND USE OF DOCUMENTS

It is understood and agreed that all the documents, or reproducible copies, developed by CONSULTANT in connection with its services, including but not limited to reports, designs, specifications, and data, shall be delivered to, and shall become the property of the DISTRICT as they are received by the DISTRICT and when CONSULTANT has been fully compensated as set forth herein. CONSULTANT may keep copies of all work products for its records. CONSULTANT hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the DISTRICT. Specific written authority is required from the Administrator for CONSULTANT to use any of the work products of this Agreement on any non-DISTRICT project. Notwithstanding the above, any reuse of the work products by the DISTRICT on other projects will be at the risk of the DISTRICT.

9. TIMELY PERFORMANCE OF CONSULTANT'S PERSONNEL

The timely performance and completion of the required services is vitally important to the interest of the DISTRICT. CONSULTANT shall assign a Project Manager, together with such other personnel as are necessary, to assure faithful prosecution and timely delivery of services pursuant to the requirements of this Agreement. CONSULTANT'S personnel assigned to perform the services of this Agreement shall comply with the information presented in the professional services response proposal made a part hereof by reference. CONSULTANT shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to CONSULTANT'S key personnel must sent to the DISTRICT'S Administrator, written approval before said changes or substitution can become effective.

A. The services to be rendered by CONSULTANT shall commence within one (1) calendar week of CONSULTANT'S receipt of written Notice to Proceed/Purchase Order from the DISTRICT.

B. CONSULTANT specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth, subject only to delays caused through no fault of CONSULTANT or the DISTRICT. Time is of the essence in the performance of this Agreement.

C. CONSULTANT agrees to provide to the DISTRICT'S Project Manager, monthly written progress reports concerning the status of the work. The DISTRICT'S Project Manager may determine the format for this progress report. The DISTRICT shall be entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by CONSULTANT.

D. In the event unreasonable delays occur on the part of the DISTRICT or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by CONSULTANT which delay any Project Schedule completion date, the DISTRICT shall not unreasonably withhold the granting of an extension of the Project Schedule time limitation equal to the aforementioned delay.

10. RESPONSIBILITIES OF THE DISTRICT

A. The DISTRICT'S Project Manager is designated to serve as project coordinator and to do all things necessary to properly administer the terms and conditions of this Agreement. If necessary, the DISTRICT may authorize a specific program manager to perform the responsibilities of the DISTRICT'S Project Manager. The DISTRICT shall designate any specific program manager in the Notice to Proceed. The responsibility of the DISTRICT'S Project Manager shall include:

i) Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by CONSULTANT, and render in writing, decisions pertaining thereto within a reasonable time.

ii) Transmission of instructions, receipt of information, interpretation and definition of the

DISTRICT'S policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

iii) Review for approval or rejection all CONSULTANT'S documents and payment requests.

B. The DISTRICT shall, upon request, furnish CONSULTANT with all existing data, plans, studies and other information in the DISTRICT'S possession which may be useful in connection with the work of this Project, all of which shall be and remain the property of the DISTRICT and shall be returned to the DISTRICT'S Project Manager upon completion of the services to be performed by CONSULTANT.

C. The DISTRICT'S Project Manager shall conduct periodic reviews of the work of CONSULTANT necessary for the completion of CONSULTANT'S services during the period of this Agreement, and may make other DISTRICT personnel available, where required and necessary to assist CONSULTANT. The availability and necessity of said personnel to assist CONSULTANT shall be determined solely within the discretion of the DISTRICT.

D. The DISTRICT shall not provide any services to CONSULTANT in connection with any claim brought on behalf of or against CONSULTANT.

11. <u>TERMINATION</u>

A. TERMINATION WITH OR WITHOUT CAUSE: The performance of work under this Agreement may be terminated with or without cause by the Administrator or designee in whole or in part or whenever the Administrator or his designee determines that termination is in the DISTRICT'S best interest. Any such termination shall be effected by the delivery to the CONSULTANT of a written notice of termination at least thirty (30) days before the date of termination, specifying the extent to which performance of the work under the Agreement is terminated and the date upon which such termination becomes effective. Except as otherwise directed, the CONSULTANT shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-contracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and sub-contracts; and settle all outstanding liabilities and claims. CONSULTANT will be paid only for such work performed and materials supplied up to the termination. Under no circumstances shall the DISTRICT make any payment to CONSULTANT for services that have not been performed or that are performed subsequent to the termination date.

B. Upon termination CONSULTANT shall deliver to the DISTRICT all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by CONSULTANT in connection with its services. The DISTRICT shall, upon receipt of the aforesaid documents, pay to CONSULTANT and CONSULTANT shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in subsequent Task Orders issued, plus (2) the percentage of the work completed in any commenced but uncompleted task, less (3) all previous payments made to CONSULTANT in accordance with Section 2 of this Agreement and any amounts withheld by the DISTRICT to settle claims against or to pay indebtedness of CONSULTANT in accordance with the provisions of this Agreement.

C. FUNDING IN SUBSEQUENT FISCAL YEARS: It is expressly understood by the DISTRICT and CONSULTANT that funding for any subsequent fiscal year of the Agreement is contingent upon appropriation of monies by the DISTRICT'S Board of Supervisors, and the continuing receipt of state of federal grant funding, if applicable. In the event that funds are not available or appropriated, the DISTRICT reserves the right to terminate Task Orders issued, in connection with this Agreement. The DISTRICT will be responsible for payment of any outstanding invoices and work completed by CONSULTANT prior to such termination.

D. In the event that CONSULTANT has abandoned performance under this Agreement, then the Administrator or designee may terminate this Agreement upon three (3) calendar days' written notice to CONSULTANT indicating its intention to do so. The written notice shall state the evidence indicating CONSULTANT'S abandonment.

E. CONSULTANT shall have the right to terminate services only in the event of the DISTRICT failing to pay CONSULTANT'S properly documented and submitted invoice within ninety (90) calendar days of the approval by the DISTRICT'S Project Manager, or if the project associated with an issued Task Order is suspended by the DISTRICT for a period greater than ninety (90) calendar days.

F. The Administrator or designee reserves the right to terminate and cancel this Agreement in the event CONSULTANT is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for CONSULTANT or an assignment is made for the benefit of creditors.

G. In the event CONSULTANT breaches this Agreement, the DISTRICT shall provide written notice of the breach and CONSULTANT shall have ten (10) calendar days from the date the notice is received to cure. If CONSULTANT fails to cure to the DISTRICT'S satisfaction within the ten (10) calendar days, the Administrator or designee shall have the right to immediately terminate the Agreement and/or refuse to make any additional payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to CONSULTANT due to:

i) The quality of a portion or all of CONSULTANT'S work not being in accordance with the requirements of Task Orders issued in connection to this Agreement;

ii) The quantity of CONSULTANT'S work not being as represented in CONSULTANT'S Payment Request, or otherwise;

iii) CONSULTANT'S rate of progress being such that, in the DISTRICT'S opinion, substantial or final completion, or both, may be inexcusably delayed;

iv) CONSULTANT'S failure to use Agreement funds, previously paid to CONSULTANT by the DISTRICT, to pay CONSULTANT'S project related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;

v) Claims made, or likely to be made, against the DISTRICT or its property;

vi) Loss caused by CONSULTANT; or

vii) CONSULTANT'S failure or refusal to perform any of the obligations to the DISTRICT, after written notice and a reasonable opportunity to cure as set forth above.

12. <u>CHANGES IN SCOPE OF SERVICE</u>

Services beyond the Scope of Services which would increase or decrease compensation, time of performance or which are otherwise outside the level of effort contemplated by the Task Order, must have prior written approval of the Administrator or approval by the DISTRICT'S Board of Supervisors ("BOARD") as provided by this Agreement. All terms for the performance of such services must be agreed upon in a written document prior to any deviation from the terms herein, and when properly authorized and executed shall, become an Amendment to the Agreement.

In the event of a dispute between the Administrator and CONSULTANT arise over whether requested services constitute additional services and such dispute cannot be resolved by the Administrator and CONSULTANT, such dispute shall be promptly presented to the BOARD for resolution. The BOARD's decision shall be final and binding on the parties. Nothing contained herein deprives either party of access to the courts. During the pendency of any dispute, and provided CONSULTANT is being paid for services performed, CONSULTANT

shall promptly perform the disputed services.

13. INDEPENDENT CONSULTANT

CONSULTANT is and shall be, in the performance of all work services and activities under this Agreement, an independent Consultant and not an employee, agent or servant of the DISTRICT. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to CONSULTANT'S sole direction, supervision, and control. CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects CONSULTANT'S relationship and the relationship of its employees to the DISTRICT shall be that of an independent Consultant and not as employees or agents of the DISTRICT. CONSULTANT does not have the power or authority to bind the DISTRICT in any promise, agreement or representation other than as specifically provided for in this Agreement. CONSULTANT shall not pledge the DISTRICT'S credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

14. WAIVER

The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

15. NOTICES

Any notices, invoices, reports, or any other type of documentation required by this Agreement shall be sent by certified mail, return receipt requested, or via a recognized national courier service in a manner that provides for written or electronic record of delivery, to the addresses listed below:

CONSULTANT'S REPRESENTATIVE:
Contact Name, Position Heather Ripley, P.E.
Company Name Kimley-Horn and Associates, Inc.
Street Address 1514 Broadway, Suite 301
City, State and Zip Fort Myers, Florida 33901
Tel: 239-271-2650
Email:Heather.Ripley@Kimley-horn.com

DISTRICT'S REPRESENTATIVE:
Keith Ledford, Administrator
Englewood Water District
201 Selma Ave
Englewood, FL 34223
Tel: (941) 429-3217
Email: kledford@englewoodwater.com

16. ATTORNEY'S FEES

In any proceedings between the parties arising out of or related to this Agreement, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

17. CONFLICTS

In the event of any conflict between the provisions of this Agreement and RFQ No. 2025-142 or CONSULTANT'S response, which are made a part hereof by reference, the Agreement shall control.

18. AMENDMENT

No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. For any increase in the compensation for the services, the Administrator and the duly authorized representative for CONSULTANT shall agree in writing to this change. For all other changes, except as provided herein, the DISTRICT'S Administrator and CONSULTANT'S representative shall agree in writing to the change.

19. ASSIGNMENT

CONSULTANT shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the Administrator or designee, except that claims for the money due or to become due to CONSULTANT from the DISTRICT under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the DISTRICT. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the DISTRICT.

20. CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in their Response for the DISTRICT's Project as long as said key staff are in CONSULTANT's employment. If Administrator or his designee desires to request removal of any of CONSULTANT's staff from a Project or Task Order, Administrator or his designee shall first meet with CONSULTANT and provide reasonable justification for said request.

21. E-VERIFY COMPLIANCE NOTICE

In accordance with Section 448.095, Florida Statutes, firms providing engineering services under this solicitation are hereby notified of the following requirements:

A. E-Verify Registration: Prior to entering into a contract, the awarded firm must be registered with the E-Verify system operated by the U.S. Department of Homeland Security.

B. Verification of Employment Eligibility: The firm must use E-Verify to confirm the employment eligibility of all newly hired employees assigned to perform work under the contract.

C. Affidavit Requirement: The awarded firm must submit an affidavit affirming that it does not employ, contract with, or subcontract with unauthorized aliens.

D. Subconsultant Compliance: Any subconsultants engaged by the awarded firm must also comply with E-Verify requirements and provide similar affidavits.

E. Documentation and Retention: The firm must retain documentation of E-Verify verification for each new hire for a minimum of three years and make such records available upon request.

F. Noncompliance Penalties: Failure to comply with these requirements may result in contract termination, ineligibility for future public contracts, and financial penalties as provided by law.

By submitting qualifications, the firm acknowledges awareness of and intent to comply with these statutory obligations upon award.

22. SCRUTINIZED COMPANIES

A. As required by Florida Statutes, Section 287.135(5), for contracts of $1,000,000 or less, the CONSULTANT shall certify on a form provide by the DISTRICT, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, Section 215.4725, and that it is not engaged in a boycott of Israel.

B. As required by Florida Statutes, Section 287.135(5), for contracts of $1,000,000.00 or more, the CONSULTANT shall certify on a form provided by the DISTRICT, that all of the following are true:

i) It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, Section 215.4725, and that it is not engaged in a boycott of Israel; and

ii) It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to Florida Statutes, Section 215.473; and

iii) It is not engaged in business operations in Cuba or Syria.

C. If the CONSULTANT provides a false certification, has been placed on one of the above-noted Lists of Scrutinized Companies, or has engaged in business operations in Cuba or Syria, the CONSULTANT will be in breach of this Agreement and the DISTRICT may terminate the Agreement.

D. PENALTY**:**

i) A CONSULTANT that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of $2 million or twice the amount of the Agreement, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and

ii) Shall be ineligible to bid on any contract with the DISTRICT for three (3) years after the date the DISTRICT determined that the CONSULTANT submitted a false certification.

23. FORCE MAJEURE

A. Should performance of any obligation created under this Agreement become illegal or impossible by reason of:

i) A strike or work stoppage, unless caused by a negligent act or omission of either Party;

ii) An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;

iii) An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;

iv) A declared emergency of the federal, state, or local government; or

v) Any other like event that is beyond the reasonable control of the non-performing party;

Then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided that:

vi) The non-performing party provides written notice within five (5) days of the event of *force majeure*, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has

precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Agreement;

vii) The excuse of performance is no greater in scope or duration than required by the event of *force majeure*;

viii) No obligations of either party that arose before the *force majeure* are excused as a result of the event of force majeure; and

ix) The non-performing party uses all reasonable diligence to remedy its inability to perform.

B. Economic hardship of a party does not constitute an event of *force majeure.* A party will not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.

C. The non-performing party's affected obligations under this Agreement will be temporarily suspended during, but not longer than, the continuance of the event of *force majeure* and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance shall not be excused under this Section for a period exceeding two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term.

D. The term of the Agreement will be extended by a period equal to that during which the non-performing party's performance is suspended under this Section.

24. MISCELLANEOUS

A. Authority to Execute Agreement. The signature by any person to this Agreement shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.

B. Binding Effect/Counterparts. By the signatures affixed hereto, the Parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.

C. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Charlotte County or Sarasota County, Florida and the United States District Court for the Middle District of Florida.

D. No Agency. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that no provision contained herein, or any acts of the Parties shall be deemed to create any relationship between them other than that as detailed herein.

E. Severability. In the event any court shall hold any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be

construed as a waiver of a subsequent breach by the other party.

F. Complete Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.

G. Non-Discrimination. The DISTRICT does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities, or services. The CONSULTANT shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date stated in the preamble of the Agreement:

ATTEST:

By: _____

Name: Dawn Dodge

CONSULTANT

Brooke Arriaga

By: _____

Name: Brooke Arriaga

Title: Regional Contract Lead

ATTEST:

By: _____
Secretary to the Board

ENGLEWOOD WATER DISTRICT

By: _____
Chair, Board of Supervisors

Approved as to Form and Legality

By: _____
Robert Berntsson, DISTRICT's Attorney

EXHIBIT 1

SCHEDULE OF FEES

Kimley»Horn

December 4, 2025

Ms. Bee Wheaton
Procurement Manager
Englewood Water District
201 Selma Avenue
Englewood, FL 34223

RE: ***Response to Englewood Water District RFQ 2025-142 Engineering Services for South WRF Expansion and Improvements Rate Negotiation and Clarification Letter***

Dear Ms. Wheaton,

In response to your November 24, 2025 letter, please accept the revised attached rates for Kimley-Horn and Associates, Inc. (Kimley-Horn) and our sub-consultants for the selection of the RFQ 2025-142 Engineering Services for the South Water Reclamation Facility Expansion and Improvements.

In addition to the revised fee schedules, Kimley-Horn and their subs have confirmed:

1. The fully loaded hourly rates do not include any unallowable costs (e.g., advertising, interest, entertainment, etc.) as defined by 2 CFR Part 200 (Cost Principles).

2. All subconsultant agreements include the requested requirements so that invoicing aligns with SRF, FDEP and other grant-compliance standards.

If you should have any questions or if you require additional information, please contact me by phone at (330) 703-0484, or by email at heather.ripley@kimley-horn.com.

Sincerely,

Heather M. Ripley, P.E.
Associate

Attachments (1)

Kimley»Horn

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	*Rate*
Chief Engineer	$358
Senior Project Manager	$325
Project Manager	$260
Senior Professional	$310
Professional II	$230
Professional I	$185
Engineer In Training II	$155
Engineer in Training I	$130
Senior Designer	$185
Designer	$150
Engineering Technician	$165
Drafter/CADD Operator	$136
Construction Engineer	$220
Construction Inspector	$190
Project Accountant	$137
Administration Support Staff	$117

CONSULTING/PROFESSIONAL SERVICES

HOURLY LABOR RATE SCHEDULE

1. The hourly rates provided below are in effect from January 1, 2026.
2. Professional Services provided by consultant personnel in various projects are listed below along with salary rates:

Project Role - Job Classification	Hourly Labor Rate
Senior Electrical Engineer (or Senior Technical Expert)	$ 250.00
Lead E&IC Engineer (PE)	$ 190.00
E&IC Engineer	$ 170.00
Senior Lead BIM Designer and Multidiscipline Coordinator	$ 150.00
BIM E&IC and Multidiscipline Designer	$ 120.00
CAD (2D) Technician	$ 110.00
Senior Field E&IC Engineer (during construction)	$ 180.00
Field E&IC Inspector (during construction)	$ 165.00
Administrative Staff/ Document Processing or Clerical	$ 80.00

Mario A. Gamboa, PE
Owner Manager

SCHEDULE OF RATE VALUES

ASRus, LLC

Labor Categories	Billing Rate ($/hour)
Principal in Charge	$240
Principal Hydrogeologist	$210
Senior Hydrogeologist	$180
Project Hydrogeologist	$160
Staff Hydrogeologist	$110
Staff Scientist	$100
Field Technician	$90
Administrative	$80
Graphics Designer	$80

RATE SCHEDULE FOR PROFESSIONAL SERVICES

Personnel Classification	Hourly Billing Rate
Architect	$250.00
Interior Designer	$150.00
Senior CAD / Designer	$125.00
CAD Technician	$95.00
Clerical	$50.00

REIMBURSEABLES

Item	Quantity	Cost
Overnight Mail		Direct Cost (+ 10%)
Blueprinting (24” x 36”)	Per Sheet	Direct Cost (+ 10%)
Travel Charges (Trips Outside of Marion Cty)	Per Mile	$0.55
Renderings	Each	Quote

HYATT SURVEY SERVICES, INC.
2025 RATE SCHEDULE

BILLING UNIT	**HOURLY RATE**
Field Crews:	
Field Survey Crew: (1 Person)	**$ 155.00**
Field Survey Crew: (2 Person)	**$ 205.00**
Field Survey Crew: (3 Person)	**$ 255.00**

Note: All Field Crew rates include either robotic total station or RTK GPS equipment.

Hydrographic Survey Crew:	
Single Beam Surveys:	**$ 2,200.00/day**
Multi Beam Surveys:	**$ 2,950.00/day**

Note: Hydrographic Survey Crew rate includes all personnel and equipment for an 8-hour day.

Office:	
Survey Technician	**$ 145.00**
Professional Surveyor & Mapper	**$ 190.00**
Senior Professional Surveyor & Mapper	**$ 240.00**
Administrative Assistant:	**$ 85.00**
Additional Equipment:	
Sherp ATV: (w/o operator)	**$ 950.00/day**
Marshmaster: (w/o operator)	**$ 750.00/day**
Airboat: (w/o operator)	**$ 500.00/day**
4WD ATV/UTV:	**$ 100.00/day**

Item Description	Unit	Unit Price
209-Asphalt Pavement Coring – 4” dia with Base Depth Check	Each	$ 275.00
210-Asphalt Pavement Coring – 4” dia without Base Depth Check	Each	$ 227.00
211-Asphalt Pavement Coring – 6” dia with Base Depth Check	Each	$ 345.00
212-Asphalt Pavement Coring – 6” dia without Base Depth Check	Each	$ 270.00
300-Concrete Beam Flexural Testing ASTM C78	Test	$ 66.35
301-Concrete Compressive Strength of Grout\Mortar ASTM C109	Test	$ 39.00
302-Concrete Cylinder Curing, Capping & Breaking ASTM C39	Test	$ 55.00
303-Concrete Drilled Cores & Sawed Beams ASTM C42	Test	$ 74.50
305-Concrete Pavement Coring - 4" Dia	Each	$ 280.00
306-Concrete Pavement Coring - 6" Dia	Each	$ 310.00
401-Geo Auger Borings- Hand & Truck/Mud Bug	LF	$ 15.75
402-Geo Auger Borings- Track	LF	$ 19.80
403-Geo Backhoe (Owned)	Day	$ 1,500.00
405-Geo Barge (Owned)	Day	$ 4,200.00
406-Geo Barge Rental (Rental without labor)	Day	$ 5,800.00
407-Geo Chainsaw (Owned)	Day	$ 145.00
415-Geo Double Ring Infiltration ASTM D3385	Each	$ 704.00
416-Geo Dozer (Owned)	Day	$ 1,800.00
418-Geo Drill Crew Support Vehicle	Day	$ 300.00
421-Geo Dynamic Pile Testing/Pile Driving Analyzer	Day	$ 630.00
422-Geo Extra SPT Samples-Barge/Track/Amphibious 000-050 Ft	Each	$ 115.00
423-Geo Extra SPT Samples-Barge/Track/Amphibious 050-100 Ft	Each	$ 115.00
424-Geo Extra SPT Samples-Barge/Track/Amphibious 100-150 Ft	Each	$ 135.00
425-Geo Extra SPT Samples-Barge/Track/Amphibious 150-200 Ft	Each	$ 185.00
427-Geo Extra SPT Samples-Truck/Mud Bug 000-050 Ft	Each	$ 115.00
428-Geo Extra SPT Samples-Truck/Mud Bug 050-100 Ft	Each	$ 115.00
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	$ 130.00
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	$ 130.00
432-Geo Field Permeability 0-10 Ft (Open - End Borehole Method)	Each	$ 440.00
434-Geo Ground Penetrating Radar (GPR)	Hour	$ 433.00
435-Geo Grout Boreholes- Barge/Track/Amphibious 000-050 Ft	LF	$ 11.70
436-Geo Grout Boreholes- Barge/Track/Amphibious 050-100 Ft	LF	$ 13.60
437-Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft	LF	$ 18.90
438-Geo Grout Boreholes- Barge/Track/Amphibious 150-200 Ft	LF	$ 27.00
440-Geo Grout Boreholes- Truck/Mud Bug 000-050 Ft	LF	$ 8.05
441-Geo Grout Boreholes- Truck/Mud Bug 050-100 Ft	LF	$ 9.95
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	$ 14.70
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	$ 19.95
445-Geo Grouted Monitor Well 2" 000-050 Ft	LF	$ 90.00

Item Description	Unit	Unit Price
450-Geo Piezometer 2" 000-050 Ft	LF	$ 55.00
453-Geo Rock Coring Barge/Track/Amphibious 000-050 Ft less than 4" ID	LF	$ 78.80
455-Geo Rock Coring Barge/Track/Amphibious 050-100 Ft less than 4" ID	LF	$ 88.00
457-Geo Rock Coring Barge/Track/Amphibious 100-150 Ft less than 4" ID	LF	$ 98.00
459-Geo Rock Coring Barge/Track/Amphibious 150-200 Ft less than 4" ID	LF	$ 116.30
463-Geo Rock Coring Truck/Mud Bug 000-050 Ft less than 4" ID	LF	$ 55.00
465-Geo Rock Coring Truck/Mud Bug 050-100 Ft less than 4" ID	LF	$ 62.10
467-Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID	LF	$ 71.45
473-Geo SPT Barge/Track/Amphibious 000-050 Ft	LF	$ 39.00
474-Geo SPT Barge/Track/Amphibious 050-100 Ft	LF	$ 38.30
475-Geo SPT Barge/Track/Amphibious 100-150 Ft	LF	$ 58.25
476-Geo SPT Barge/Track/Amphibious 150-200 Ft	LF	$ 78.45
478-Geo SPT Truck-Mud Bug 0-50 Ft	LF	$ 19.50
479-Geo SPT Truck-Mud Bug 50-100 Ft	LF	$ 22.20
480-Geo SPT Truck-Mud Bug 100-150 Ft	LF	$ 38.30
481-Geo SPT Truck-Mud Bug 150-200 Ft	LF	$ 50.50
483-Geo Temp Casing 3" Barge/Track/Amphibious 0-050 Ft	LF	$ 17.75
484-Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft	LF	$ 22.30
485-Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft	LF	$ 28.45
486-Geo Temp Casing 3" Barge/Track/Amphibious 150-200 Ft	LF	$ 35.30
488-Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft	LF	$ 12.75
489-Geo Temp Casing 3" Truck/Mud Bug 050-100 Ft	LF	$ 16.00
490-Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	LF	$ 20.25
491-Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	LF	$ 24.45
514-Geo Truck/Mud Bug Mobil (30 miles straightline distance)	Each	$ 840.00
515-Geo Undisturbed Samples Barge/Track/Amphibious 000-050 Ft	Each	$ 315.00
516-Geo Undisturbed Samples Barge/Track/Amphibious 050-100 Ft	Each	$ 355.00
517-Geo Undisturbed Samples Barge/Track/Amphibious 100-150 Ft	Each	$ 445.00
518-Geo Undisturbed Samples Barge/Track/Amphibious 150-200 Ft	Each	$ 530.00
519-Geo Undisturbed Samples Truck/Mud Bug 000-050 Ft	Each	$ 225.00
520-Geo Undisturbed Samples Truck/Mud Bug 050-100 Ft	Each	$ 250.00
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	$ 310.00
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	$ 353.00
525-Geo Well Development	Hour	$ 216.00
531-Geo Truck/Mudbug Drill Rig and Crew (2-person)	Hour	$ 300.00
532-Geo Truck/Mudbug Drill Rig and Crew (3-person)	Hour	$ 375.00
533-Geo Track/Barge Drill Rig and Crew (2-person)	Hour	$ 314.00
534-Geo Track/Barge Drill Rig and Crew (3-person)	Hour	$ 505.00
535-Geo Clearing Equip- Tractor, Bush Hog Attachment	Day	$ 1,950.00
536-Geo Clearing Equip-Skid Steer/ASV, ForestMulching Attach	Day	$ 1,700.00
537-Geo Clearing Equip-Skid Steer/ASV, Brush Cutter Attach	Day	$ 2,010.00
538-Geo Clearing Equipment	Day	$ 2,510.00

Item Description	Unit	Unit Price
539-Geo Wash Boring for Rock Cores 0-50 Ft	LF	$ 14.00
540-Geo Wash Boring for Rock Cores 50-100 Ft	LF	$ 16.25
541-Geo Wash Boring for Rock Cores 100-150 Ft	LF	$ 24.00
542-Geo Wash Boring for Rock Cores 150-200 Ft	LF	$ 27.25
602-Mobilization-Vibration Monitoring Equipment	Each	$ 399.00
603-Mobilization Asphalt Coring Equipment	Each	$ 515.00
604-Mobilization Barge Large	Each	$ 15,400.00
606-Mobilization Concrete Coring	Each	$ 510.00
608 Mobilization Drill Rig Amphibious	Each	$ 12,600.00
609-Geo Mobilization Drill Rig Barge Mount	Each	$ 13,000.00
610-Geo Mobilization Drill Rig Track Mount	Each	$ 3,650.00
612-Geo Mobilization Drill Rig Truck Mount	Each	$ 720.00
614-Geo Mobilization Mudbug/All Terrain Vehicle	Each	$ 1,225.00
618-Geo Mobilization Support Boat	Each	$ 670.00
619-Geo Mobilization Tri-Pod	Each	$ 1,900.00
620-Mobilization of Clearing Equipment	Each	$ 714.00
701-MOT Attenuator Truck	Hour	$ 320.00
702-MOT Channelizing Devices - Type I, II, VP, Drum (each)	Each	$ 5.95
706-MOT Portable Sign	Each	$ 64.40
708-MOT Provide Channelizing Devices - Cone	Each	$ 9.80
710-MOT Shadow Vhcle w/ Adv. Warning Arrow & Attenuator	Hour	$ 325.00
712-MOT Support Vehicle	Hour	$ 162.00
800-Soils Chloride Soil or Water (FM 5-552)	Test	$ 115.00
803-Soils Consolidation - Constant Strain (ASTM D4186)	Test	$ 690.00
804-Soils Consolidation - Extended Load Increments (AASHTO T216)	Day	$ 238.00
805-Soils Corrosion Series (FM 5-550 through 5-553)	Test	$ 320.00
806-Soils Direct Shear Consolidated Drained/ Point AASHTO T 236	Test	$ 440.00
810-Soils Limerock Bearing Ratio (LBR)(FM 5-515)	Test	$ 464.00
811-Soils Liquid Limit (AASHTO T 89)	Test	$ 76.00
812-Soils Materials Finer than 200 Sieve (FM 1-T011)	Test	$ 65.00
817-Soils Moisture Content Laboratory (AASHTO T 265)	Test	$ 23.80
819-Soils Organic Content Ignition (FM 1 T-267)	Test	$ 61.00
821-Soils Particle Size Analysis (AASHTO T 88) (Including Hydrometer)	Test	$ 250.00
822-Soils Particle Size Analysis (AASHTO T 88) (No Hydrometer)	Test	$ 98.00
823-Soils Permeability Constant Head (AASHTO T 215)	Test	$ 445.00
824-Soils Permeability Falling Head (FM 5-513)	Test	$ 385.00
825-Soils pH Soil or Water (FM 5-550)	Test	$ 65.00
826-Soils Plastic Limit & Plasticity Index (AASHTO T 90)	Test	$ 76.00
827-Soils Proctor Modified (FM 1-T 180)	Test	$ 165.00
828-Soils Proctor Standard (AASHTO T 99)	Test	$ 165.00
829-Soils Resistivity Soil or Water (FM 5-551)	Test	$ 73.00
832-Soils Splitting Tensile Strength of Rock Cores (ASTM D3967)	Test	$ 195.00
833-Soils Sulfate Soil or Water (FM 5-553)	Test	$ 80.00
838-Soils Unconfined Compression - Rock (ASTM D7012, Method C)	Test	$ 250.00

Item Description	Unit	Unit Price
Tierra Contamination Testing Rates		
Arsenic (Method 6010/7471)	Each	$ 9.00
Asbestos Samples	Each	$ 15.00
BTEX and MTBE (Method 8260)	Each	$ 65.00
Chlorinated Herbicides (Method 8151)	Each	$ 100.00
Drilling Permit Costs IE DEP	Each	$ 250.00
EDR Report	Each	$ 500.00
Field Sampling Kit (soil)	Each	$ 75.00
Field Sampling Survey Kit (water)	Each	$ 75.00
Flagman and Barricades 2-Man Crew Own Equipment	Day	$ 1,080.00
Handheld GPS	Per Day	$ 80.34
Mercury Individual (Method 6010/7471)	Each	$ 25.00
Organic Vapor Analyzer (OVA)	Day	$ 150.00
Organochlorine Pesticides (Method 8081)	Each	$ 100.00
Organophosphorous Pesticides (Method 8141)	Each	$ 125.00
Polyaromatic Hydrocarbons (Method 8270)	Each	$ 100.00
Polychlorinated Biphenals (8082)	Each	$ 75.00
Power Auger Boring (includes decontamination to a depth of 25 feet)	Foot	$ 11.90
RCRA 8 Metals (Method 6010/7471)	Each	$ 65.00
RCRA Metals Individual (Method 6010/7471)	Each	$ 9.00
Semi-Volatiles (Method 8270)	Each	$ 200.00
Site Clearing to Access Boring or Test Locations	Hour	$ 210.00
SPLP/TCLP Metals	Each	$ 198.00
TPH Method FL-Pro	Each	$ 65.00
Ultr Low Trace Mercury GW Individual (Method 1631)	Each	$ 75.00
Volatile Organics (Method 8260)	Each	$ 95.00
Volatile Organics BTEX/MTBE(Method 8260)	Each	$ 60.00
Engineering and Technical Services		
Chief Engineer 2	Hour	$ 289.14
Chief Scientist	Hour	$ 208.66
Engineer 1	Hour	$ 173.17
Engineer 2	Hour	$ 188.39
Engineering Intern	Hour	$ 138.60
Engineering Technician	Hour	$ 110.05
Principal Engineer	Hour	$ 287.65
Secretary/Clerical	Hour	$ 80.00
Senior Designer	Hour	$ 155.00
Senior Engineer 1	Hour	$ 271.99
Senior Engineer 2	Hour	$ 220.57
Senior Engineering Technician	Hour	$ 141.14

SurvTech Solutions, Inc. Rate Table (Revised 11/26/2025)	
Category	**Hrly Rate**
Principal Surveyor	$346.50
Senior Surveyor	$205.95
Surveyor	$161.80
Party Chief	$127.84
Instrument Operator	$98.68
Rodman	$72.17
Senior Project Manager	$217.61
Project Manager	$170.99
Certified Photogrammetrist	$165.76
Aerial Sensor Operator	$105.02
LiDAR Technician	$128.71
UAV Pilot	$113.73
Spotter	$72.17
Senior CADD Technician	$117.74
CADD Technician	$80.25
Junior CADD Technician	$95.60
Safety Manager	$178.20
Admin	$85.96
Crews	**Hrly Rate**
2-Man Survey Crew	$226.52
3-Man Survey Crew	$298.69

Attachment B

MONARCH ECOLOGY GROUP, LLC.
PROFESSIONAL SERVICES FEE SCHEDULE
(EFFECTIVE THROUGH DECEMBER 31, 2028)

Labor Category	**Rate per Hour**
Principal/Technical Expert	185.00
Vice President/Director/Technical Expert	175.00
Principal Scientist/Senior Ecologist III	155.00
Senior Scientist/Ecologist II	145.00
Senior Scientist/Ecologist I	135.00
Senior Field Ecologist	125.00
Field Ecologist II	110.00
Field Ecologist I	95.00
Ecological Specialist II	85.00
Ecological Specialist I	75.00
Ecological Technician	65.00
Senior GIS Analyst	110.00
GIS Technician	95.00
Administrative Professional	55.00
Clerical	40.00

Reimbursable expenses includes reimbursement for mileage (at Standard Florida Rates) and reimbursement for any direct project costs (e.g., permit application fees) should MONARCH pay fees directly for the Applicant. Copies of receipts or proof of payment will be provided with invoices for any direct project costs. Routine internal expenses such as printing, communication, office and field supplies are included in hourly rates and will not be invoiced as reimbursable expenses.

Reimbursables will not include any mark-up, interest, multipliers or surcharges. Hourly rates and reimbursables also do not include any unallowable costs (e.g., advertising, interest, entertainment, etc.) as defined by 2 CFR Part 200 (Cost Principles).

T2 Utility Engineers

Address 1
Address 2
City, State, ZIP
Country

Phone +1 000 000 0000
Fax +1 000 000 0000

T2ue.com

FEE SCHEDULE

Professional Services Rates:

Branch Manager/ Senior Principal	$ 235.00 per hour
Chief Surveyor	$235.00 per hour
Senior Surveyor 2	$216.30 per hour
Senior Surveyor 1	$ 210.00 per hour
Survey Project Manager 1	$ 158.00 per hour
Survey Project Manager 3	$ 140.00 per hour
Survey GIS SUE Analyst 3	$ 120.00 per hour
Surveyor	$125.00 per hour
Chief Utility Coordinator	$163.00 per hour
1 Person Field Crew	$ 110.00 per hour
2 Person Field Crew	$ 200.00 per hour
SUE Designating Crew	$ 250.00 per hour
SUE Vacuum Crew	$ 300.00 per hour
Expert Witness	$ 275.00 per hour
Survey CAD Technician	$ 100.00 per hour
Senior CAD Technician	$ 125.00 per hour
Project Controls Administrator	$ 90.00 per hour
Administrative / Clerical	$ 90.00 per hour

Equipment Fee Schedule:

Hydrone Autonomous Hydrographic Equipment	$ 125.00 per hour
Survey Grade LASER scanner	$ 275.00 per hour
STREAM C MCGPR	$ 180.00 per hour
STREAM EM MCGPR	$ 200.00 per hour
LiDAR Drone	$ 330.00 per hour
Mileage	$ 0.65 per mile*
Travel and Miscellaneous Expenses	Actual Cost
Printing/Binding and Additional/Expenses	Cost

Hourly rates are charged for services including, but not limited to, meetings, a detailed review of project materials, site examinations, photography, analysis, preparation of research and reports and exhibits, computer services, and coordination of outside services. Travel time is charged at applicable hourly rates.

Invoices will be submitted monthly for the fees and expenses during the prior month if the project is over an extended period of time. If a project time frame is less than one month, an invoice will be submitted at the time the work products are completed. Invoices will be due and payable upon receipt.

*NOTE: Mileage rates will comply with Florida's rate under F.S. 112.061.

Date: **November 25, 2025**

Reference: **Englewood Water District**
Engineering Services for South Water Reclamation Facility (WRF) Expansion and Improvements

Schedule of Rate Values

Job Classification	Fully Loaded Hourly Rate*
Community Outreach Specialist	$155.00
Graphic Designer	$137.50
Multimedia Specialist	$141.00

Valerie Ciudad-Real, President

11/25/2025
Date

*Note: Hourly billing rates do not include direct expenses associated with a project. Direct expenses reimbursed by the Englewood Water District with proof of payment include:

- Printing: Only outsourced printing is reimbursable; in-house printing is considered overhead.
- Postage: Only third-party express mailing required by a project is reimbursable; routine postage is considered overhead.
- Venue Rental: Reimbursable only when required and pre-approved by the District.

V&A Consulting Engineers Englewood Water District RFQ 2025-142 South WRF Expansion and Improvements Fee Schedule	
Position	**Hourly Rate***
Principal-in-Charge	$324
Senior Project Manager	$289
Project Manager	$259
Senior Project Engineer	$241
Project Engineer	$218
Deputy Engineer	$206
Associate Engineer	$191
Graduate Engineer	$160
CAD Designer	$158
Engineering Associate	$142
Senior Inspector	$142
Senior Technician	$137
Technician	$120
Project Administrator	$99
Other Direct Costs	
Subcontractor/Subconsultant, Lab Analysis @ Cost	
F.S. 112.061 Compliant Travel (Air/Hotel/Per Diem/Car Rental), Documented Third Party Printing & Shipping:@ Cost	
Auto/Truck Mileage @ F.S. 112.061 Rate	
Approved Confined Space Entry Truck and Safety Equipment: $280/Day	

**Fully loaded hourly rates are fixed for first two years of the Agreement and do not include any unallowable costs as defined by 2 CFR Part 200.*

Jacobs

Englewood Water District
Support Staff for Kimley Horn Lead

Employee Name	Title	Rate per hour	Area of Expertise
Tennant, Matthew F (Matt)	Principle Technologist	$ 295.00	Process Engineer Technologist
TBD/Various staff	Senior Engineer I	$ 205.00	Support Process Engineer
Dolsak, Adam Neil (Adam)	Principle Architect	$ 265.00	Architectural Specialist
TBD/Various Staff	Senior Architect	$ 205.00	Architectural Support
Sharek, Robert Christopher (Chris)	Project Manager	$ 280.00	Project Management
Bittle, Alexandra Eve (Allie)	Utility/Civil Engineer	$ 205.00	Professional Engineer
TBD/Various Staff	Engineer I	$ 130.00	Engineering Intern

EXHIBIT 2

TRUTH-IN-NEGOTIATION CERTIFICATE

In compliance with Section 287.055(5)(a), Florida Statutes, the undersigned, as the duly authorized representative of the CONSULTANT, hereby certifies that the wage rates, indirect cost rates, overhead factors, and all other factual unit cost information submitted to the DISTRICT in support of the negotiation of this Agreement—including the Schedule of Fees attached hereto as Exhibit 1—are accurate, complete, and current as of the date of execution of the Agreement.

The CONSULTANT acknowledges that:

1. The DISTRICT is entitled to adjust the original contract price, and any additions thereto, to exclude any significant sums by which the DISTRICT determines the contract amount was increased because the CONSULTANT submitted wage rates, indirect cost rates, or other factual unit cost information that was inaccurate, incomplete, or not current as of the date of execution of the Agreement.
2. Any such downward contract adjustment shall be made within one (1) year following the end of the Agreement, which shall be deemed to be the date of final billing or the date of acceptance of the work by the DISTRICT, whichever occurs later.
3. This Certificate does not replace or eliminate the CONSULTANT'S obligation to provide project-specific cost documentation or cost certifications for individual Task Orders funded in whole or in part by state or federal funds.

By signing below, the CONSULTANT certifies that the foregoing information is true and correct and acknowledges the continuing obligations described above.

FIRM: Kimley-Horn and Associates, Inc.

AUTHORIZED REPRESENTATIVE: Brooke Arriaga, Regional Contract Lead
(Print Name and Title)

SIGNATURE: Brooke Arriaga

DATE: December 2, 2025

EXHIBIT 3

TASK ORDER–SPECIFIC COST CERTIFICATION

This certification applies only to the specific Task Order identified below and is required only when the Task Order is funded in whole or in part by state or federal financial assistance that requires compliance with applicable cost-principle regulations, including but not limited to 2 CFR Part 200 or other federal or state cost-allowability, cost-reasonableness, or cost-allocability standards.

Task Order Number: _____

Project Name: _____

Funding Source(s): _____
(If any portion of the funding includes state or federal funds requiring cost-principle compliance, certification is required.)

Consultant Firm: _____

Date: _____

CERTIFICATION

I hereby certify that all labor classifications, hourly rates, indirect cost rates, multipliers, hours, direct expenses, subconsultant costs, and all other proposed cost components associated with this Task Order comply with the applicable federal or state requirements for cost allowability, cost reasonableness, and cost allocability, including, when required, the standards set forth in 2 CFR Part 200, as well as any funding-agency–specific requirements associated with the identified funding source(s).

I further certify that all cost information submitted in support of the Task Order fee proposal is accurate, complete, and current as of the date of this certification.

Nothing in this certification shall be construed to authorize any compensation, expense, rate, or cost element not permitted under the Compensation provisions of this Agreement or the Schedule of Fees in Exhibit 1.

Authorized Representative: _____
(Print Name)
Title: _____

Signature: _____

Date: _____

REQUEST FOR QUALIFICATIONS

RFQ 2025-142

ENGINEERING SERVICES FOR
SOUTH WATER RECLAMATION FACILITY (WRF)
EXPANSION AND IMPROVEMENTS

ENGLEWOOD WATER DISTRICT

RFQ 2025-142
ENGINEERING SERVICES FOR SOUTH WATER RECLAMATION FACILITY (WRF) EXPANSION AND IMPROVEMENTS

LEGAL NOTICE

The Englewood Water District is requesting responses from qualified firms for professional engineering services in reference to the RFQ listed above, in accordance with the provisions of the Consultants Competitive Negotiations Act (CCNA), Florida Statute 287.055.

There will be a non-mandatory pre-submittal meeting for this solicitation to be held at the South WRF at 140 Telman Rd., Rotonda, FL 33947 at 9:00 a.m., September 23, 2025.

Requests for additional information or clarification must be submitted in writing via email to Bee Ling Wheaton, bwheaton@englewoodwater.com. The last day for submitting requests for information is September 30, 2025. No verbal requests will be entertained. Responses will be provided as an addendum and posted on platforms listed below.

Responses must be submitted in a sealed envelope, clearly marked with the name of your firm and the title of the solicitation "RFQ 2025-142 Engineering Services for South Water Reclamation Facility (WRF) Expansion and Improvements" and delivered to the attention of Bee Ling Wheaton, Procurement Department, Englewood Water District, 201 Selma Ave., Englewood, FL 34223. The deadline for submission is 2:15 p.m. on October 9, 2025. All sealed responses will be publicly opened and the names of firms read aloud at 2:30 p.m. on the same day at the District's Board Room. Responses received after the deadline for submission will not be considered for award.

A Selection Committee meeting will be held at 2:30 p.m. on October 30, 2025. The consensus meeting for final ranking to enter into the negotiations phase will be held on November 12, 2025. Meetings will be held at the District's Board Room at 201 Selma Ave., Englewood, FL 34223.

This solicitation and any addenda issued may be viewed and downloaded from DemandStar's website at www.demandstar.com or at the District's website www.englewoodwater.com in the Purchasing section.

PUBLISHED: September 9, 2025

www.demandstar.com
www.englewoodwater.com
Sarasota Herald Tribune
The Daily Sun

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SECTION 1: GENERAL INFORMATION

1.1 **Background:**

The existing South Water Reclamation Facility (WRF) is a wastewater treatment facility that utilizes the extended aeration process with effluent filtration. The South WRF is located in Charlotte County at 140 Telman Rd., Rotonda, FL 33947. The South WRF operates under FDEP Permit No. FLA014126. It has a current permitted capacity of 3.40 MGD AADF.

The facility consists of a new headworks, which includes mechanical screening, grit removal, and an odor control system, four steel circular package plants, three filter systems, a disinfection system, a sludge dewatering system, and onsite storage systems.

Plants 1 and 2 each have one 300,000-gallon surge tank, one 600,000-gallon aeration tank, one 53.5-foot diameter clarifier, and one 200,000-gallon aerobic sludge digester tank. Plant 3 has one 300,000-gallon surge tank, one 1.0-milliongallon (MG) aeration tank, and one 60-foot diameter clarifier. Plant 4 has one 360,000-gallon surge tank, one 1.2-MG aeration tank, and one 71-foot diameter clarifier. Waste-activated sludge from Plants 3 and 4 are sent to the sludge holding tanks of Plants 1 and 2.

Filtration occurs in two 322-sq.ft. disk filter units and one 695-sq.ft. disk filter unit. The filters are in parallel. The disinfection system consists of 37,500-gallon chlorine contact tank that is split into two parallel chambers and a chlorine gas feed system.
The sludge dewatering system consists of two centrifuges and a liquid polymer feed system.

On-site storage consists of two lined reject storage ponds (volumes 1.2-MG and 4.0-MG), one 3.6-MG reclaimed water storage pond, one 1.0-MG reclaimed water storage tank, and one 1.50 MGD aquifer storage and recovery (ASR) well. Underground Injection (UIC) is well rated for 2.94 MGD AADF and Land Application R-001 for 4.2 MGD AADF.

A Sewer Masterplan that was completed in June of 2021, indicated that the District could have as many as 24,000 new customers within the next 20 years. To serve these customers, the District must expand its wastewater collection/processing infrastructure. Multiple options were evaluated including rehabilitating and expanding our existing South WRF, constructing a new North WRF, and a hybrid approach that would have two plants, one in the north and one in the south. At the time, consultants estimated that the option with two plants was the most cost-effective approach. However, during a recent update to the sewer plant construction estimates, the population growth estimates revealed that the required treatment capacity of the plants was not as high as previously calculated. Based on these updated flows, it is not believed to be as advantageous to operate two separate wastewater facilities due to O&M costs and staffing. The District has decided to concentrate its efforts on rehabilitating and expanding our existing South WRF.

Over the past few years, the facility has sustained significant damage due to hurricanes. The most notable was during Hurricane Ian. The electrical feed from FPL was down and the existing generator was damaged during the storm, leaving the plant inoperable at that time until a temporary generator was provided, later being replaced by new larger generator. The facility is in need of critical hardening of various components such as main breaker, automatic transfer switches (ATS), and motor control centers (MCC). The District has secured grant funding through FDEP for the hardening of the electrical system. This project will be a priority once a consultant has been selected.

As a whole, the main components of the existing facility are nearing its life expectancy, and the economic benefit to repair vs replace has the District looking at what the viable options are and new technology available.

The Englewood Water District (District) is requesting sealed responses from qualified and experienced professional engineering firms to provide professional services related to all public utility aspects for wastewater and reclaimed water, in accordance with the scope of services described in the solicitation.

It is the intent of the district to enter into a contract with one (1) firm, in accordance with Florida Statute 287.055, whose submitted response illustrate the highest level of knowledge, experience and ability to perform the scope of services.

PROCUREMENT SCHEDULE:

The following is the anticipated schedule for the Solicitation. All dates and times up to and including the Due Date may be changed through the issuance of a written addendum to the solicitation. All times are Eastern Time (ET).

ITEM	EVENT	DATE
1.	RFQ Package Published	September 9 (Tue), 2025
2.	Non-Mandatory Pre-Submittal Meeting	September 23 (Tue), 2025 at 9:00 a.m.
3.	Deadline for Receipt of Questions	September 30 (Tue), 2025
4.	Due Date for RFQ Submittals	October 9 (Thu), 2025 by 2:15 p.m.
5.	Selection Committee Meeting (Open to Public)	October 30 (Thu), 2025 at 2:00 p.m.
6.	Shortlist Interviews (Exempt Public Meeting)	November 12 (Wed), 2025, in the a.m., time TBD.
7.	Consensus Ranking (Open to Public)	November 12 (Wed), 2025, in the p.m., time TBD.
8.	Board Approval of Contract	December 11 (Thu), 2025

SECTION 2: GENERAL TERMS AND CONDITIONS

2.1 **Definitions:**

i) Respondent: A person or firm submitting a response to this Request for Qualifications.
ii) Consultant: A successful Respondent that is awarded a contract to provide goods or services to the District.
iii) Contract or Agreement: The Request for Qualifications, all addenda issued, all affidavits, the signed agreement, all related documents that comprise the totality of the contract or agreement between the District and the Respondent.
iv) Responsible: Refers to a Respondent that has the capability in all respects to perform in full, the contract requirements, as stated in the Request for Qualifications, and the integrity and reliability that will assure good-faith performance.
v) Responsive: Refers to a Respondent whose submittal conforms in all material aspects to the terms and conditions included in the Request for Qualifications.
vi) Specifications: The term "specifications" shall mean any technical requirements specified in this Request for Qualifications or any addendum or other document issued specifying technical requirements of the Work/Service.
vii) Subconsultant/Subcontractor: The term "Subconsultant" or "Subcontractor" shall refer to any person, firm, entity, or organization, other than the employees of the successful Respondent, who contract with the successful Respondent to furnish labor, or labor and materials, in connection with the Work or Services to the District, whether directly or indirectly on behalf of the successful Respondent.

2.2 **Intent:** The Englewood Water District (The District) is requesting sealed responses from qualified and experienced professional engineering firms to provide professional services related to all public utility aspects for wastewater and reclaimed water, in accordance with the Scope of Services described in the solicitation.

It is the intent of the District to enter into a contract with one (1) firm, in accordance with Florida Statute 287.055, whose submitted response illustrate the highest level of knowledge, experience and ability to perform the Scope of Services.

2.3 **Term of Contract:** The District anticipates entering into a five (5) year contract with one (1) firm, with an option of a two (2) year renewal at the same terms and conditions.

A sample agreement for services is included for review, in SECTION 6.

A response does not constitute an agreement or a contract with the Respondent. The District's Board of Supervisors will need to approve the final draft of the contract with the successful Respondent. A response is not binding until there is a signed agreement by both Parties.

2.4 **Price Adjustment Clause:** The pricing established under this contract shall remain firm for the first two (2) years of the contract. Thereafter, the Consultant may request a price adjustment in writing, along with supporting ECI data, no less than twelve (12) months after the last price increase and only once per contract year based on changes in the Employment Cost Index (ECI). The industry-specific ECI used will be '*Compensation (not seasonally adjusted): Employment Cost Index for total compensation, for private industry workers, by occupational group and industry.'* Occupational group and industry are '*Professional and business services – Professional, scientific, and technical services*' as published by the U.S. Bureau of Labor Statistics (BLS).

i) Calculation Method

The percentage increase or decrease shall be calculated based on the 12 months, ending in the most recent published ECI data available at the time of the request.

The adjustment formula is as follows:
New Price = Current Price x (1+ ((ECI Current period – ECI Previous Period)/ECI Previous period))

ECI values shall be obtained from the U.S. Bureau of Labor Statistics (BLS) website at https://www.bls.gov/news.release/eci.t05.htm.

Maximum Allowable Adjustment: Any price adjustment should not exceed 5% per contract year, regardless of the ECI increase. If the ECI decreases, the District reserves the right to negotiate a price reduction.

2.5 **Method Of Award:** The District intends to negotiate and award a Professional Services Agreement as a result of this RFQ. The negotiation and contract award process will be completed in accordance with Florida Statute 287.055 governing the solicitation and selection of firms for professional services.

The District reserves the right to reject any and all Responses, to waive irregularities or technicalities, according to its best interests. Any sole response received for any discipline may or may not be rejected by the District, depending on available competition or the timely needs of the District. The District shall be the sole judge of the Response and the resulting agreement, and its decision shall be final.

2.6 **Development Costs:** Any expenses incurred in conjunction with the preparation of the response to this Request for Qualifications (RFQ) will be the sole responsibility of the Respondent.

2.7 **Request for Information/Clarification:** Verbal inquiries will not be accepted. Please email inquiries regarding this RFQ to Bee Ling Wheaton, Procurement Manager, bwheaton@englewoodwater.com by **September 30, 2025.**

Responses to inquiries, or any supplemental instructions will be issued in the form of written addenda. All written addenda will be posted on www.demandstar.com and the District's website www.englewoodwater.com in the Purchasing section.

2.8 **Pre-Submittal Meeting:** A non-mandatory pre-submittal meeting will be held at the South WRF located at 140 Telman Rd, Rotonda, FL 33947 on September 23, 2025, at 9:00 am ET for any firm who is interested in visiting the water reclamation facility. This will be the only time at which the firms may tour the facility.

2.9 **Preparation of Responses:**

i) The Response submittal forms specify requirements of the services to be performed or items to be purchased and must be completed and submitted with the Response. Use of any other forms will result in the rejection of the Response. The Response submittal forms must be legible. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Response to be rejected.

ii) The Response must be signed by an authorized agent of the Respondent's firm. Failure to sign the Signature Page of the Response may render the Response non-responsive.

iii) If applicable, when there is a discrepancy between unit prices and any extended prices, the unit prices will prevail.

iv) The Respondent may list clarifications, any and all variations from and exceptions to the requirements of the solicitation and contract in the Response Submittal Signature Form. Taking exception to the General Terms and Conditions may result in your Response being deemed non-responsive and disqualified.

2.10 **Addendum:** The District may issue an addendum in response to any inquiry received, prior to the due date for Responses, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Respondent should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the Solicitation document or in the addenda issued. Where there appears to be a conflict between the Solicitation and any addenda, the last addendum issued shall prevail. The Respondent is solely responsible for ensuring receipt of all addenda and any accompanying documentation. The Respondent is required to acknowledge any and all addenda issued on the Response Submittal Signature Form, together with its Response.

2.11 **Change of Response:** Prior to the scheduled due date for Responses, a Respondent may change its Response by submitting a new Response (as indicated on the cover page), with a letter on the firm's letterhead, signed by an authorized agent stating that the new Response replaces the original Response. The new submittal shall contain the letter and all information as required for submitting the original Response. No changes to a Response will be accepted after Responses have been opened.

2.12 **Response Submission and Opening of Responses:** Sealed Responses shall be delivered no later than **2:15 p.m. ET, October 9, 2025**, to the following address:

Englewood Water District
Bee Ling Wheaton, Procurement Manager
201 Selma Avenue, Englewood, FL 34223

All Responses should be clearly marked as **RFQ 2025-142 ENGINEERING SERVICES FOR South Water Reclamation Facility (WRF) Expansion and Improvements**, **with the name of the Respondent's firm**, on the outside.

Sealed responses will be publicly opened, and read aloud, on the same day, shortly after the Response submission deadline at the Englewood Water District Board Room. Only names of Respondents will be read at this time.

Responses received past the deadline will not be considered for award and may be returned at the request and expense of the Respondent, within seven (7) days after the opening of Responses. Otherwise, they will be discarded. It is the Respondent's sole responsibility to ensure timely delivery by the due date, time and place listed in this RFQ. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.

Respondents may withdraw their responses by written notification to the District at any time before the due date of the RFQ. After submittals have been opened, the Respondent may make a request in writing to the District to not be considered for award.

The Florida Public Records Act, §119.071(1)(b), exempts sealed Responses from inspection and copying until such time as the District provides notice of an intended decision pursuant to §120.57(3)(a), or until 30 days after opening of the Responses, whichever is earlier. This exemption is not waived by the public opening of the Responses.

2.13 **Discussions/Interviews/Presentations:** The Selection Committee will conduct discussions/interviews/presentations with the shortlisted firms regarding their qualifications, approach to the project, and ability to furnish the required services. The District will not be liable for any costs incurred by the Respondents in connection with such discussions/interviews/presentations. The discussions/presentations/interviews will be closed to the public per Chapter 286 of the Florida Statutes.

2.14 **Noticing of Exempt Public Meetings – Firm Discussions/Interviews/Presentations:**

Under Florida Statute 286.0113, which governs exempt public meetings, there is no requirement that such meetings be publicly noticed in the same way as regular public meetings under the Sunshine Law.

2.15 **Selection Committee Meeting:** All selection committee meetings will be public, except for discussions, interviews or presentations previously mentioned in section 2.13.

2.16 **Cancellation of Solicitation:** The District reserves the right to cancel, in whole, or in part, any Requests for Qualifications, if it is in the best interests of the District.

2.17 **Reserved Rights**: The District reserves the right to accept or reject any and all submissions, to accept all or any part of the submission, the waive irregularities and technicalities, and to request resubmission, for whatever reason, if it is deemed in the best interests of the District.

The District in its sole discretion, may expand the scope of work to include additional requirements. The District also reserves the right to investigate, as it deems necessary, to determine the ability of any Respondent to perform the work or services requested. The Respondents upon request shall provide information the District deems necessary in order to make a determination.

2.18 **Contract Extension:** The District reserves the right to extend the contract, at the same terms and conditions as the last extension, for a maximum period not to exceed six (6) months, to allow for continuation of service and supplies while a new RFQ is being solicited, evaluated and eventually awarded.

2.19 **Cancellation/Termination:** The District shall have the right to unilaterally cancel, terminate or suspend the contract, in whole or in part, with or without cause, by providing the successful Respondent with thirty (30) days written notice by e-mail, fax, or certified mail.

2.20 **Fiscal Non-Funding Clause:** Funding for any successive fiscal years is contingent upon appropriation of funds by the District. In the event that funding is unavailable, or not appropriated, the District reserves the right to terminate this contract. The contract will terminate on the last day of the current fiscal year without penalty, or expense to the District.

2.21 **Payments:** Upon receipt and approval of the Consultant's invoices, after verification that services/goods have been rendered per terms of the Contract, the District shall pay the Consultant in accordance with the Local Government Prompt Payment Act (F.S.218.74). The Consultant must submit an invoice for payment to the District for those specific tasks that were completed during that invoicing period. For those specific services that were partially completed, progress payments shall be paid in proportion to the percentage of completed work on those specific services approved in writing by the District. Invoices must be in a form acceptable to the District for payment.

The invoice shall contain the following basic information: the selected Respondent's name and address, invoice number, date of invoice, description of the service, the contract number and purchase order number.

The date of invoices shall not exceed thirty (30) calendar days from the performance of the work. Under no circumstances shall the invoice be submitted in advance of the performance of the work.

2.22 **Taxes:** The District is exempt from the payment of Federal and State taxes, including sales tax. The Consultant shall be responsible for any local, state, or federal tax, associated with the work arising from this RFQ.

2.23 **Insurance Requirements:**

i) CONSULTANT and all sub-consultants and/or all sub-contractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance at the same levels specified in this agreement, against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontractors.

Before performing any work, CONSULTANT shall procure and maintain, during the life of the Agreement, the insurances listed below, unless otherwise specified. The policies of insurance shall be primary and written on forms acceptable to the DISTRICT and placed with insurance carriers approved and licensed by the Insurance Department of the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent." No changes are to be made to these specifications without the Administrator or designee's prior written approval. The DISTRICT may alter the amounts or types of insurance policies required by this Agreement upon agreement with CONSULTANT.

All policies except for the Workers Compensation and Professional Liability shall name Englewood Water District as Additional Insured.

a. Workers' Compensation and Employers' Liability Insurance: In accordance with statutory requirements and Employer's Liability Insurance with limits of not less than $100,000 for each accident, not less than $100,00 for each disease, and not less than $500,000 aggregate. Coverage is to apply for all employees in the statutory limits in compliance with the applicable state and federal laws. Proof of current Worker's Compensation coverage or Worker's Compensation exemption (notarized affidavit).

b. Professional Liability Insurance: Minimum $1,000,000 per occurrence for this project, and with a $1,000,000 policy term general aggregate. Coverage shall be extended beyond the policy year term either by a supplemental extended reporting period (ERP) with as great of duration as available, with no less coverage and reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made. The DISTRICT prefers all Professional Liability Insurance be written on an Occurrence Form; however, in the event that the professional liability insurance required by this Agreement is written on a claims-made basis, CONSULTANT warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained for a period of two (2) years or an extended reporting period (ERP) with tail coverage will be obtained and maintained for a period of two (2) years beginning at the time work under this Agreement is completed.

c. Comprehensive Commercial General Liability Insurance: (Occurrence Form CG 00 01): The CONSULTANT shall procure and maintain and require all sub-contractors to procure and maintain during the life of this Agreement, a comprehensive general liability policy, including but not limited to bodily injury, property damage, contractual liability, and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

The policy must include comprehensive general liability with a limit of $1,000,000 for general aggregate; $1,000,000 for each occurrence; $1,000,000 for products and completed ops; $100,000 for damage to rented premises; and $100,000 for fire damage.

The policy shall be endorsed to include the following additional insured language: "Englewood Water District, Florida, and its commissioners, officers, employees, agents, and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CONSULTANT."

d. Business Automobile Liability: The CONSULTANT shall procure and maintain and require all sub-consultants/sub-contractors to procure and maintain during the life of this Agreement, business automobile liability insurance including on all owned, hired, and non-owned automobiles. Automobile liability insurance must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if CONSULTANT has no owned autos, hired (Code 8), and non-owned (Code 9) autos.

The policy must include automobile liability with a limit of $1,000,000 for Combined Single Limit (CSL) for each accident; $1,000,000 for bodily Injury (per person); $1,000,000 for bodily Injury (per accident); and $1,000,000 for property damage (per accident).

ii) **General Requirements**

All policies except for the Workers Compensation and Professional Liability shall name Englewood Water District as Additional Insured.

Insurance premiums, and any and all deductibles to the required policies are to be the responsibility of the Consultant. The Consultant's insurance is considered primary for any loss regardless of any insurance maintained by the District. The Consultant shall also be responsible for any loss or portion of any loss not covered by any insurance policy.

Before the commencement of any contract work, the Consultant shall submit to Purchasing, Certificates of Insurance with required coverage. These certificates shall provide that the insurances shall not be terminated or expire without

notice, in accordance with policy provisions and the Consultant shall maintain such insurances from the commencement until completion of work under this RFQ.

At its discretion, the District may review, at any time, coverage, form and amount of insurance required.

iii). **Waiver of Subrogation**

All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or through other means, agree to waive all rights of subrogation against the DISTRICT, its officers, officials, employees and volunteers, and the DISTRICT'S insurance carriers, for losses paid under the terms of these polices that arise from the contractual relationship or work performed by CONSULTANT for the DISTRICT. It is CONSULTANT'S responsibility to notify its insurance company of the waiver of subrogation and request written authorization or the proper endorsement. Additionally, CONSULTANT, its officers, officials, agents, employees, volunteers, and any subcontractors, agree to waive all rights of subrogation against the DISTRICT and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions for which the CONSULTANT or its agents may be responsible.

iv). **Policy Form**

a. All policies required by this Agreement, with the exception of Professional Liability and Workers' Compensation, are to be written on an occurrence basis and the Comprehensive Commercial General Liability Insurance shall name the Englewood Water District, Florida, and its Commissioners, officers, agents, employees, and volunteers as additional insured as their interest may appear under this Agreement. Claims Made Policies will be accepted for professional liability and hazardous materials and such other risks as are authorized by the DISTRICT. All Claims made policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, CONSULTANT agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

b.Insurance requirements itemized in this Agreement, and required of CONSULTANT, shall be provided by or in behalf of all subconsultants to cover their operations performed under this Agreement. CONSULTANT shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subconsultants.

c. Each insurance policy required by this Agreement shall:

1. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
2. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. CONSULTANT is to notify the DISTRICT'S Purchasing Department by written notice via certified mail, return receipt requested.

d.The DISTRICT shall retain the right to review, at any time, coverage, form, and amount of insurance.

e.The procuring of required policies of insurance shall not be construed to limit CONSULTANT'S liability nor to fulfill the indemnification provisions and requirements of this Agreement. The extent of CONSULTANT'S liability for indemnity of the DISTRICT shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between CONSULTANT and its carrier.

f. CONSULTANT shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the DISTRICT is an insured under the policy. CONSULTANT'S insurance is considered primary for any loss, regardless of any insurance maintained by the DISTRICT. CONSULTANT is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any

loss that is not covered by any available insurance policy.

g. All certificates of insurance must be on file with and approved by the DISTRICT before commencement of any work under this Agreement. All certificates of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704). Certificates of insurance evidencing claims made or occurrences form coverage and conditions to this Agreement, as well as the Agreement number and description of work, are to be furnished to the DISTRICT'S Purchasing Office prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the DISTRICT'S Purchasing Department before CONSULTANT will be allowed to commence or continue work. The Certificate of insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.

h. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to CONSULTANT'S insurer(s) and the DISTRICT'S Purchasing Department as soon as practicable after notice to the Insured.

2.24 **Indemnity:** The Consultant will be fully liable for the actions of its directors, officers, members, partners or subcontractors, and the employees and agents of each of them, and shall fully indemnify and hold harmless the District, any member of its board of supervisors, employees, agents and assigns from all demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorney's fees (at both trial and appellate levels), of any nature or kind whatsoever caused by, or arising out of, or related to the performance or breach of this agreement by the Consultant, its officers, directors, members, partners, or subcontractors, and employees or agents of any of them; provided, however, that the Consultant shall not indemnify for that portion of any loss or damages caused by the negligent act or omission of the District.

To the extent applicable, the Consultant shall fully indemnify and hold harmless, the District, and any member of its board of supervisors, agents, employees and assigns from any demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorney's fees (at both trial and appellate levels), arising from, or relating to, violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to the misuse or modification of the Consultant's products by the District or any member of its board of supervisors, agents, employees, and assigns, or to the operation or use of the Consultant's products by the District, or any member of its board of supervisors, agents, employees, and assigns in a manner not contemplated by the contract.

Nothing in this agreement shall be deemed to affect the rights, privileges and immunities of the District, per Florida Statute 768.28.

2.25 **Conflicts of Interest:** The Florida Code of Ethics regulates the ability of the District to contract with its public officers, employees and their immediate relatives. Respondents shall disclose any such potential conflicts on the Conflict of Interest Form. Respondents are responsible for reviewing Florida Statute 112.313 to determine if any such conflict exists. If a Respondent is in doubt, they shall seek a conflict of interest opinion from the District or their designated representative, prior to submitting their Response.

2.26 **Non-Discrimination:** The District does not discriminate against race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. According to Florida Statute 287.134(2)(a), "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, Response, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, Response, or reply on a contract to provide any goods or services to a public entity; may not be awarded or perform work as a Contractor, a supplier, subcontractor, or Consultant under any contract with any public entity; and may not transact business with any public entity."

2.27 **Contact Prohibition/Lobbying:** Respondents are instructed not to contact or lobby any member of the District's Board of Supervisors, officers, staff members, or agents, other than the authorized District contact person identified in this Solicitation, regarding this solicitation package, or their submittal package, the District's Intent to Award or Reject (if applicable), at any time before the formal award of this RFQ. Any such contact or action shall be cause for rejection of your submittal.

2.28 **State Registration Requirements:** Any Respondent required by Florida law to register to do business in this state shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, or 621, Florida Statutes, unless they are exempt. Any partnership submitting a Response in response to this RFQ shall have complied with the applicable provisions of Chapter 620, Florida Statutes. Please submit a copy of the firm's registration with the Response submission.

2.29 **Licenses, Permits and Fees:** The Consultant shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections (if required), and comply with all laws, ordinances required. Damages, penalties and/or fines imposed on the District, as a result of the Respondent's failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the successful Respondent.

2.30 Subcontracting: Unless otherwise specified in this RFQ, the successful Respondent shall not subcontract any portion of the work, without the prior written consent of the District. Subcontracting without the prior consent of the District shall constitute a material breach of the agreement and may result in termination of the contract for default. The Consultant shall include all subcontractors as "Insureds" under its policies or shall furnish separate certificates and endorsements for each subcontractor.

2.31 **Responsibilities as Employer:** The employees or if applicable, subcontractors of the Consultant are not employees or agents of the District. The Consultant shall provide competent employees/subcontractors capable of performing the work required. The District may require the Consultant to remove any employee/subcontractors it deems unacceptable.

2.32 **Governing Law and Venue:** This contract and all its transactions shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie either Charlotte County or Sarasota County. Each party hereby waives whatever its respective rights may have been in the selection of the venue.

2.33 **Drug Free Workplace:** The District is a Drug Free Workplace. The attached Drug Free Workplace form should be completed and signed, then returned as part of the RFQ submittal.

2.34 **Public Entity Crimes:** In accordance with Florida Statutes Section 287.133(2)(a), "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 on a contract to provide any goods/services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Consultant, Supplier, Subconsultant 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, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list." Please complete and submit the Public Entity Crime Information form provided in this solicitation.

2.35 **Scrutinized Companies:**

i) As required by section 287.135(5), Florida Statutes, for contracts of any amount, when submitting a bid, proposal, and prior to entering into a contract with the District, every person or entity shall certify on a form provided by the District, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.

ii) As required by section 287.135(5), Florida Statutes, for contracts of $1,000,000.00 or more, when submitting a bid or proposal, and prior to entering into a contract with the District, every person or entity shall certify on a form provided by the District, that all of the following are true:

a. It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel; and

b. It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to section 215.473, Florida Statutes; and

c. It is not engaged in business operations in Cuba or Syria.

iii) Penalty:

a. If a false certification is submitted or the person or entity has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the person or entity will be in breach of the Contract terms and the District may terminate the contract;

b. A person or entity that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of $2 million or twice the amount of the Contract, plus all reasonable attorney's fees and costs, including any costs for investigation that led to the finding of the false certification; and

c. A person or entity that has been found to have provided a false certification shall be ineligible to bid on any projects with the District for three (3) years after the date the District determined that a false certification has been made.

2.36 **Disclosure Form for Consultant/Engineer/Architect:** The purpose of this disclosure form is to allow the District to identify actual or potential "financial" or "other interests" (as defined in the form) which may adversely affect, or have the appearance of adversely affecting, the District's interest in the award of this contract. The District reserves the right to reject any Response, terminate negotiations, or terminate any subsequent contract deemed to have an unacceptable conflict of interest.

2.37 **Collusion:** By submitting this Response, the Respondent certifies that he/she has not divulged to, discussed or compared his/her Response submission with other Respondents and has not colluded with any other Respondent or parties to this Response whatsoever. Please complete and submit the Non-Collusive Affidavit. The District reserves the right to disqualify responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Consultant.

2.38 **Joint Ventures:** The joint venture must be in place at the time of submittal. Firms who submit a Response as a "joint venture" must clearly indicate in their Response the name of the "joint venture" and the individual participants. All documents must be executed/signed and notarized by all parties involved as participants in the "joint venture". A copy of the formal "joint venture" contract between all parties, indicating their respective roles, responsibilities (e.g. agreement of the joint venture relative to the type of work, the dollar levels of participation and percentage of total fees based on location, where applicable) shall be included with the "joint venture" Response submittal. One firm will take the lead as point of contact and awardee; how you work it out with your partnering firm is up to you. The District contract is with one entity and one check is issued.

2.39 **Sub-Consultants:** A Sub-Consultant is an individual or firm contracted by the Consultant or Consultant's firm to assist in the performance of services required under this RFQ. A Sub-Consultant shall be paid through the Consultant and not paid directly by the District. Sub-Consultants are allowed by the District in the performance of services identified within this RFQ. The Consultant must clearly reflect in its Response the major Sub-Consultant(s) to be utilized in the performance of required services. The District retains the right to accept or reject any Sub-Consultant proposed in the response of successful Consultant(s) or prior to contract execution. Any and all liabilities regarding the use of a Sub-Consultant shall be borne solely by the successful Consultant and insurance for each Sub-Consultant must be

maintained in good standing and approved by the District throughout the duration of the Contract. Neither successful Consultant nor any of its Sub-Consultants are considered to be employees or agents of the District. Failure to list all Sub-Consultants and provide the required information may disqualify any proposed Sub-Consultant from performing work under this RFQ.

Consultants shall include in their responses the requested Sub-Consultant information and include all relevant information required of the Consultant. The Consultant shall provide a list confirming the Sub-Consultant(s) that the successful Consultant needs to utilize in the Contract, if applicable. The list shall include, at a minimum, the name, and location of the place of business for each Sub-Consultant, the services the Sub-Consultant will provide relative to any contract that may result from this RFQ, any applicable licenses, references, ownership and other information required of the Consultant. Sub-Consultant's hourly rates or fees shall be included in the pricing proposal only if the Respondent enters into the Negotiations phase.

2.40 **Prior District Work:** If your firm has prior experience working with the District, **DO NOT assume that this prior work is known to the evaluation committee. All firms are evaluated solely on the information contained in their Response, information obtained from references, interviews, or presentations if requested.** All submittals must be prepared as if the evaluation committee has no knowledge of the firm, their qualifications or past projects. Prior work done for the District may be used as a reference submitted by the Respondent if it is submitted within their Response and similar to the work being requested in this RFQ. The Respondent's prior performance on previous District contracts may be taken into account in evaluating the Response received in response to this solicitation.

2.41 **Minority and Woman-Owned Business Participation:** The District encourages participation by Minority and Woman-Owned Business Enterprises (MWBEs) in response to this RFQ. Although the District does not operate its own MWBE certification program, firms certified as MWBEs by other Florida governmental or public sector agencies with established MWBE certification programs will be considered for evaluation purposes. Respondents should identify any MWBE status and provide documentation of certification from such agencies.

2.42 **Equal Employment Opportunity Clause:** The District, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all Respondents that it will ensure that in any Agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.

2.43 **Use of Information from Other Sources:** The District reserves the right to consider historic information and fact, whether gained from the submitted Response, question and answer sessions, references, or other sources in the evaluation process.

The District reserves the right to conduct investigations as deemed necessary by the District to assist in the evaluation of any Response and to establish the responsibility, qualifications and financial ability of Offerors, subcontractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the documents.

2.44 **Regulations:** Any violation of local, state or federal law in the performance of this contract shall be considered a material breach.

2.45 **Assignment:** The Consultant shall not assign any interest in any Contract resulting from this RFQ and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the District, except that claims for the money due or to become due to the Consultant from the District under any Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the District. Notice of such transfer or assignment due to bankruptcy shall be promptly given to the District.

2.46 **Amendment:** Any amendment, change or addendum to this Contract is only enforceable, when mutually agreed upon, in writing by both parties and made part of the Contract.

2.47 **Discrepancies, Errors and Omissions:** Any discrepancies, errors, or ambiguities in the RFQ or addenda (if any) should be reported in writing to the District's Purchasing representative. Should it be necessary, a written addendum will be incorporated to the RFQ. The District will not be responsible for any oral instructions, clarifications or other communications.

2.48 **Conflicts within the Solicitation:** Where there appears to be a conflict between any of the provisions in this solicitation or any addendum issues, the order of precedence shall be: the last addendum issued, Response Forms, Scope of Services, then the General Instructions. It is incumbent upon the Respondent to identify such conflicts to Purchasing prior to the deadline for Request for Information/Clarification.

2.49 **Force Majeure:** The District and the successful Respondent are excused from performance of their responsive obligations under the contract, when and to the extend that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

i) The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely report with respect thereto during the period of the force majeure;

ii) The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure;

iii) No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure; and

iv) The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the District may excuse performance for a longer term. Economic hardship of the successful Respondent shall not constitute a force majeure. The term of the contract shall be extended by a period equal to the duration which either party's performance is suspended under this section.

2.50 **Dispute Resolution**: All claims, disputes and other matters in question between the parties to this agreement, arising out of or relating to this Contract or the breach thereof, shall be resolved as follows:

i) To the extent Chapter 558, F.S., is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the mean of section 558.005(1), F.S.

ii) In the event of a dispute or claim arising out of this Contract, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in either Charlotte or Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.

iii) In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set for the below.

iv) Any dispute, action or proceeding arising out of or related to this Contract will be exclusively commenced in the state courts of either Charlotte County or Sarasota County, Florida, or where subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non convenience.

v) The parties agree to waive all rights to trial by jury for any litigation undertaken concerning this Contract.

vi) This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

vii) Unless otherwise agreed in writing, the Consultant shall be required to continue its services and all other obligations under this Contract during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

2.51 **Public Inspection:** Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119. A time-limited exemption from public inspection is provided for the contents of any replies pursuant to Florida Statutes, Section 119.071(1)(b). Once that exemption expires, all contents of a reply become subject to public inspection unless another exemption applies.

2.52 **Sunshine Law Exemptions:** The exemption under Florida Statutes 286.0113 provides that for all "competitive solicitations:"

i) Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation;

ii) Any portion of a meeting at which a vendor makes an oral presentation as part of a competitive solicitation;

iii) Any portion of a meeting at which a vendor answers questions as part of a competitive solicitation, or

iv) Any portion of a team meeting at which negotiation strategies are discussed is exempt from Florida Statutes 286.0113 and s. 24(b), Art. 1 of the State Constitution.

The statute requires that an exempt meeting will be recorded and transcribed. The recording, transcripts, and any records presented at the meeting are also exempt from public records disclosure until thirty (30) days after opening of the bids, proposals, or replies, or notice of an intended decision, whichever is earlier. The exemption does not apply to the evaluation/ranking portion of a Selection Committee meeting, the approval of a Respondent to negotiate with, or the approval of the final Contract.

If the District rejects all bids, proposals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records presented at the exempt meeting remain exempt from Florida Statutes, s.119.07(1) and s.24(a), Art. 1 of the State Constitution until such time as the District provides notice of an intended decision concerning the reissued competitive solicitation or until the District withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial District notice rejecting all bids, proposals or replies.

2.53 **Retention of Public Records:** The Consultant shall keep and maintain public records and fully comply with Florida Statutes 119.0701. The timeframes and classification for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (Refer to http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/).

If requested, the Consultant must provide the District, at no additional cost, a copy of the requested records, or allow the records to be to be inspected or copied within a reasonable time.

2.54 **Proprietary/Confidential Information:** Respondents are hereby notified that all information submitted as part of, or in support of Response submittals will be available for public inspection after the opening of Responses in compliance with Chapter 119 of the Florida Statutes. The Respondent shall not submit any information in response to this solicitation that the Respondent considers a trade secret, proprietary, or confidential. The submission of any information to the District in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret, or other protection that would otherwise be available to the Respondent. In the event that the Respondent

submits information to the District in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Response as protected or confidential, the District may, in its discretion, either communicate with the Respondent in writing in an effort to obtain the Respondent's withdrawal of the confidentiality restriction, or endeavor to redact and return that information to the Respondent, and if appropriate evaluate the balance of the Response. The redaction or return of information pursuant to this clause may render a Response non-responsive.

2.55 **Vendor Protest:** The Respondent must submit a notice of protest in writing to the District's Administrator within three (3) business days after the Notice of Intent to Award has been issued. The protest shall contain the name, address, and phone number of the petitioner, the RFQ number and title. The notice of protest shall describe the specific facts and statute upon which the protest of the proposed award is based, and shall include all pertinent documents and evidence. Protesters may not challenge the relative weight of evaluation criteria or formula for assigning points. Only a Respondent whose Response was submitted in time and fully complies with all terms and conditions of the RFQ may protest an award. Upon receipt of a formal written protest, the District may stop award proceedings until resolution of the protest. However, the award proceedings shall not be stopped if the Administrator decides that the award must continue without delay to avoid an immediate and serious danger to public health, safety or welfare, or to comply with required regulations.

A protest shall be reviewed and evaluated administratively and a decision in writing shall be forwarded to the protesting firm. The decision of the Administrator shall be final. Any and all costs incurred by a protesting party associated with a protest shall be the sole responsibility of the protesting party.

2.56 **Non-Exclusivity:** There is no guarantee of certain services, volume of work or quantity of projects. The District reserves the right to utilize professional services from other companies, or perform "in house" services for any purpose it deems appropriate. The District may procure the services of any Consultants at any time, for any project, other than those selected.

2.57 **Fraud and Misrepresentation:** Any individual, corporation, or other entity that attempts to meet contractual obligations with the District through fraud, misrepresentation, or material misstatement, may be debarred for up to three (3) years. The District may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

2.58 **Disqualification:** The District reserves the right to disqualify responses before or after submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Consultant. The District also reserves the right to waive any immaterial defect or informality in any of the responses, to reject any or all Responses in whole, or in part, or to reissue a Request for Qualifications.

2.59 **Severability:** If any part of this contract is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be in applicable and deemed omitted to the extend so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

2.60 **E-Verify:** The District, Consultant and every subcontractor shall register with and use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all new employees as required by Section 448.095, Florida Statutes. A Consultant who enters into a contract with a subcontractor, must require that the subcontractor provides the Consultant a certification by affidavit stating that at the time of such certification and during the term of the contract, the subcontractor does not and will not employ, contract, or subcontract with an unauthorized alien, who is not authorized under federal law to be employed in the United States, as described in 8 U.S.C. S. 1324A(H)(3). The Consultant shall comply with all other federal laws pertaining to the subcontractor.

2.61 **Prohibition Against Considering Social, Political or Ideological Interests in Government Contracting – F.S. 287.05701:**
Consultants are hereby notified of the provisions of section 287.05701, Florida Statutes as amended, that the District will not request documentation of or consider a Consultant's social, political or ideological interests when determining if the Consultant is a responsible Consultant. Consultants are further notified that the District may not give preference to a Consultant's social, political, or ideological interests.

2.62 **Foreign Entity of Concern Compliance with Florida Statute 287.138:**

i) As used in this section, the term:

a. "Controlling interest" means possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise. A person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or is entitled to 25 percent or more of its profits is presumed to possess a controlling interest.

b. "Department" means the Department of Management Services.

c. "Foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

d. "Governmental entity" means any state, county, district, authority, or municipal officer, department, division, board, bureau, commission, or other separate unit of government created or established by law including, but not limited to, the Commission on Ethics, the Public Service Commission, the Office of Public Counsel, and any other public or private agency, person, partnership, corporation, or business entity acting on behalf of any public agency.

ii) A governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if:

a. The entity is owned by the government of a foreign country of concern;

b. The government of a foreign country of concern has a controlling interest in the entity; or

c. The entity is organized under the laws of or has its principal place of business in a foreign country of concern.

iii) Beginning July 1, 2025, a governmental entity may not extend or renew a contract with an entity listed in paragraphs ii)(a)-(c) if the contract would give such entity access to an individual's personal identifying information.

iv)(a) Beginning January 1, 2024, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs ii)(a)-(c).

(b) Beginning July 1, 2025, when an entity extends or renews a contract with a governmental entity which would grant the entity access to an individual's personal identifying information, the entity must provide the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs ii)(a)- (c).

2.63 **Human Trafficking**: Florida Statutes Section 787.06(13) (13) When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty

of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section. For purposes of this subsection, the term “governmental entity” has the same meaning as in s. 287.138(1).

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SECTION 3: SCOPE OF SERVICES

3.1 **Background and Description:**

Englewood Water District (District) expects that this Request for Qualifications will result in an award of a contract to provide engineering services for the South Water Reclamation Facility (WRF) Upgrade project as required by the District. The Consultant shall perform all of the professional services necessary for a complete project including studies, process flow testing, field testing and sampling, geotechnical explorations, site survey, preliminary design, final design, permitting, construction phase services, and all other services necessary for a complete project for Englewood Water District.

The Consultant shall perform all the services specified in this Agreement in accordance with generally accepted professional standards. The Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, shall conform to and be in compliance with applicable codes, laws, ordinances, regulations and restrictions. The Consultant's services will include, but not be limited to the necessary engineering, records services for design and specifications, services during bidding, construction, as-built drawings, permits, value engineering. Services may include renovations/ additions to existing facilities, asbestos surveys, buildings, special project analysis and studies.

3.2 **Scope Of Services:**

It is the intent of Englewood Water District to select a qualified firm to provide professional services for the preliminary engineering, design, and construction services for the South Water Reclamation Facility (WRF) expansion and improvements project. Each task shall be viewed and billed independently from the other tasks. Tasks may be assigned in smaller portions or may be lumped together for larger projects. The District shall have the option of suspending work on the contract at the end of any task for any reason. Tasks may include, but are not limited to:

i) Preliminary Engineering

- Completion of treatment options and life cycle cost analysis for plant expansion alternatives from 3.4 MGD to approximately 4 or 5 MGD and for the most economical path towards full build out.
- Update population and flow projections consistent with past plans/reports as needed.
- Evaluate all components of existing WRF, including electrical systems, treatment systems, equipment, structures, buildings and reclaimed water system for liability purposes, removal and/or inclusion in the expansion project.
- Evaluate viability of Reclaim Storage and various pump stations, both on site and at Holiday Ventures.
- Outline recommendations for the improvement/demolition of the existing WRFs, including treatment systems, equipment, structures, buildings and reclaimed water systems.
- Develop a strategy for the staging of the WRF expansion to meet an interim timeframe of 5 to 10 years.
- Evaluate treatment technologies/options for WRF replacement/expansion.
- Flow equalization should be included for all design considerations.
- AWT should be included for all design considerations.
- Assist the District with zoning modification and related public meetings/hearings, if required.
- Perform environmental studies, archeological investigations, historical investigations, rare and endangered species investigations and other similar requirements as needed including all corrective/mitigation measures to comply with all federal, state and local agency regulations.
- Evaluate energy efficiency options for overall WRF treatment process as well as treatment components.
- Evaluate impacts to existing lift stations and sewer transmission main systems as well as identify improvements necessary for connecting to future facility replacement/expansion site.
- Prepare a strategy for the transition from existing WRF over to the proposed WRF expansion including permitting,

redirection of flows, abandonment/repurposing of existing facility, temporary/interim facilities to handle existing conditions and additional flows due to growth, and equipment as needed during transition.

- Assist the District with preparing a funding plan, identifying funding sources and completing applications for funding.
- Complete preliminary engineering report and basis of design report, and any other reports, forms, and supporting documentation needed to meet all regulatory requirements.
- Present report and supporting documentation to the Board of Supervisors for final review of options and selection of WRF expansion project.
- Obtain/modify/renew FDEP, SWFWMD, local zoning and any other federal state or local permits required.
- Additional services as needed and identified during execution of scope of services.

i) Design, Bid, and Award

- Consider state of the art and best practices consistent with existing District standards, equipment, software and systems.
- Assessment of alignment with current industry standards where appropriate.
- Assessment of alignment with current regulations, at local, state, and federal levels, including building code.
- Obtain/modify/renew FDEP, SWFWMD, local zoning, and any other federal, state, or local permits required.
- Complete design of the South WRF replacement/expansion as per selected option including any temporary/interim facilities needed to address increased flows at the plant.
- Conduct extensive meetings with the District's Operations and Engineering staff to ensure needs are met in relation to any recently completed projects and revise plans and specifications accordingly. Changes that could occur through this process could include:
  - Update in preferred manufacturers
  - Updated instrumentation and control system layout
  - Changes in plant operations
  - Update in traffic patterns
- Complete biddable plans, bid forms, technical specifications, and detailed cost estimate.
- Assist the District during the bidding phase and provide Consultant recommendation.
- Additional services as needed and identified during execution of scope of services.

ii) Construction Engineering, Administration and Inspection (CEI) Services

- Provide construction engineering and inspection services as needed including coordinating construction progress meetings, assisting with value engineering areas of contract modifications, review of shop drawings and submittals, site visit coordination, certification of the facility for FDEP permitting, preparation of record drawings and other duties as determined.
- Provide services for compliance as required by local, state, or federal funding agencies such as Davis Bacon and American Iron and Steel.
- Finalize a detailed operational/maintenance manual and provide training for these facilities.
- Provide necessary technical support and other assistance to District staff during the initial start-up of these facilities.
- Additional services as needed and identified during execution of scope of services.

iii) All Other Work

- Grant/Bonds/Loan Funding – The selected firm shall assist the District in securing funding for this project as well as meeting funding compliance during the construction process including American Iron Steel certification, Davis

Bacon Wage requirements, and/or other provisions, including any additional federal requirements regarding allowed materials that this project may be required to meet. District staff shall be the primary party responsible for submission with the selected firm providing required information for all submittals.

- Public Outreach Program - This project is intended to include various public outreach efforts throughout the entire project to ensure total public understanding and awareness. In particular, this project is a major component of the overall wastewater treatment system which ultimately affects the entire service area. District staff will be the primary party completing these tasks. The selected firm shall provide assistance, comments and recommendations to District staff, meet with the Board of Supervisors as requested, help develop presentation material for the public and attend public meetings as requested.

iv) The Consultant shall be responsible for all engineering functions as defined in this Request for Qualifications. All engineering services shall be performed in accordance with all applicable guidelines, standards, procedures and directives. The above-mentioned tasks will require Engineering Disciplines that include but are not limited to the following:

- Civil
- Structural
- Mechanical
- Electrical/instrumentation
- Environmental
- Industrial
- Geological
- Ecological
- Biological

Other service specialties shall include but are not limited to:

- Architecture
- Landscape architecture
- Remedial investigations
- Toxicity reduction evaluations
- Hydrogeological
- Sewer main design
- Force main design
- Water main design
- Reclaimed water design
- Mapping
- Surveying
- Site planning
- Grant reporting assistance
- Archeological studies/assessments
- Environmental permitting
- Renderings
- Value Engineering
- Land Acquisition Services
- CEI

v) Project Control

The Consultant shall:

- Develop and maintain a project reporting system tracking all critical events, both scheduled and actual, for project, if necessary. Said report shall be submitted to the Project Manager on an as required basis.
- As a minimum, participate in project meetings on an as required basis with the Project Manager to relate current status of overall project schedule; noting exceptions and suggesting actions required to correct schedule exceptions.

vi) Quality Control

The Consultant shall:

- Provide quality assurance and performance tracking of each task; scheduled or actually being performed. Prepare and submit required reports to grants/regulating agencies on an as required basis.
- Ensure delivery schedules and the integrity of the products.
- The Consultant shall be responsible for errors and omissions to the plans and specifications.

vii) Personnel

The Consultant shall provide a full cadre of qualified personnel as necessary to effectively carry out its responsibilities under this Request for Qualifications. The Consultant shall utilize only competent personnel, who are qualified by experience and education, and who are acceptable to the Project Manager. The Consultant shall not make changes in the professional personnel working on activities pursuant to the Contract without the written approval of the District's Project Manager.

3.3 **Minimum Qualifications:** To be eligible to respond to this Solicitation, the Respondent must demonstrate that the firm, has sufficient capabilities, resources and experience to provide the Services under this Solicitation. Any Responses that fails to meet the following minimum qualifications requirements may be noted as "NON-RESPONSIVE". Those qualifications are as follows:

Respondent must be certified to practice professional consulting services for public water and sewer municipalities. Experience must have been demonstrated in systems of similar size and complexity of those in the District. Minimum experience shall be demonstrated in the following:

i) Professional Engineering Firms shall have an active registration to do business in the State of Florida. Professional Engineering Firms shall be registered in accordance with Florida Statute 471.

ii) The firm must have a minimum of ten (10) years of experience as a prime design consultant on wastewater utility projects. This experience must be verifiable through past performance references.

iii) The Proposed Project Manager and/or Lead Engineer must each have a minimum of five (5) years of direct experience in the design and construction of wastewater treatment facilities of a similar size and scope. Their resumes must clearly detail this specific experience.

iv) At least one key personnel listed in the Response must be a Professional Engineer (PE) practicing in the discipline of water and wastewater facilities and licensed by the State of Florida.

v) At least one key personnel listed in the Response must be a Professional Engineer (PE) practicing in the discipline of electrical and/or instrumentation engineering and licensed by the State of Florida.

vi) The selected firm should have experience in the following:

Design, permitting, and construction of wastewater treatment facilities and systems with flows ranging between 2.0 MGD and 10 MGD.
Design, permitting, and construction of deep injection well systems.

Design, permitting, and construction of aquifer storage and recovery well systems in Florida.
Design, permitting, and construction of wastewater force main, master pumping and lift station systems including gravity collection systems.
Preliminary engineering and feasibility investigations (Basis of Design Reports) engineering estimates, value engineering cost analyses, and per design reviews.
Design and construction-phase services including start to finish coordination of the interdisciplinary work of design and construction engineering including: utilities operations input and reviews, complete bid services, contract management services, contract closeout, as-built-drawing certification, final punch lists and follow up throughout warranty period.
Projects utilizing Construction Manager at Risk (CMAR) delivery method as well as the traditional Design-Bid-Build method.
Professional ability to represent the District before a regulatory agency when necessary.

The District reserves the right to visit and inspect firm facilities and locations where Firm is providing professional consulting services in determining its capacity to perform the services contained in this and future requests for qualifications for work assignments.

3.4 **Ordering of Work:** When the District requires professional services, the process will proceed in the following manner:

i) For each specific Task to be completed, the District will request a proposal from the awarded firm. The request for a proposal will include, but not be limited to, the following:

a. Project description;

b. General scope of work;

c. Goals of project;

d. Any special conditions associated with the project;

e. Proposed schedule for project; and

f. Proposed budget for project.

ii) The Consultant shall then submit a proposal for the specific project, and include the following information:

a. Scope of project and required deliverables;

b. Firm's personnel to be used in performing the service;

c. Project schedule; and

d. Project cost.

iii) The District reserves the option to negotiate the scope and fees of the project.

iv) The Consultant shall neither commence any work, nor enter the District's work premise, until the Consultant has received a ***fully executed Task Order*** and subsequent Purchase Order from the District serving as a written Notice to Proceed ("NTP").

3.5 **Task Orders:**

Task Orders size may vary. No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this Request for Qualifications by the District.

Any previously issued Task Order will survive the expiration of the awarded agreement.

Consultant acknowledges and agrees that services under this Agreement are to be requested by the District on an as-needed basis only, and no representation or guarantee is made by the District to Consultant that the District will utilize Consultant's services exclusively.

The parties agree that the scope of services for any Task Order is a description of Consultant's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Consultant impractical, illogical, or unconscionable.

Consultant and the District acknowledge that a Scope of Services may not delineate every detail and minor work task required to be performed by Consultant to complete the Project. If, during the course of the performance of the services included in the Task Order, the Consultant determines that work should be performed to complete the Project which is in the Consultant's opinion outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, Consultant shall notify the District in writing in a timely manner before proceeding with the work. If Consultant proceeds with said work without notifying the District, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to the District does not constitute authorization or approval by the District to perform the work. Performance of work by Consultant outside the originally anticipated level of effort without prior written District approval is at Consultant's sole risk.

All deliverables required in the performance of Task Orders shall be submitted in the appropriate electronic media format via USB drives, email, or FTP site. Word processing documents shall be in Word format, spreadsheet data in Excel format, presentations shall be in power point, project schedules shall be in Microsoft Project and all maps, plans, and surveys shall be in suitable CAD, ArcGIS and PDF format for utilization by the District. All deliverables shall become the property of the District upon delivery.

The District, at its sole discretion, may expand the scope of work to include additional requirements.

3.6 **Invoicing:**

Consultants shall invoice the District for each project or assignment, as negotiated. Each invoice shall identify the invoice number; project or assignment detail; Task Order number and Purchase Order number; the contract price; payments made to date; percentage of completion of the assignment/project/phase and/or employees names, titles, direct labor rates, and multiplier; payment due this invoice; remaining balance due; attached list of approved reimbursables with appropriate receipts. Invoices shall itemize hours, hourly wage, or other unit agreed upon as a measurement of payment during negotiations, if requested. If hourly, invoices shall identify the name and title of the personnel who performed the work.

Invoices shall also include a detailed bullet list of work completed within the period of the invoice. Bullet list of work completed shall clearly identify the work associated with the current billing.

3.7 **Compensation:**

Compensation to the Consultant shall include the following: all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, and all other costs not indicated as non-reimbursable below.

No claim for reimbursement for these expenses shall be made to the District.

i) Travel related expenses and costs including labor. (Types of travel to be considered during negotiations).

ii) Four (4) sets of 22" x 34,"signed and sealed permitting plans.

iii) Computer usage, telephone expenses, fax, copies, printing, and postage.

iv) Subcontractor mark-up.

A copy of the invoice for each reimbursable expense shall be attached to Consultant's invoice. The District will not

allow a Prime Consultant markups on any services provided by a Sub-Consultant.

3.8 **Change Orders:**

All change orders, including no-cost change orders, to Task Orders, shall be made in writing and require approval by the District's Administrator, at a minimum. Some change orders will require Board approval.

The Consultant shall fully understand that in the event the Consultant begins work on unauthorized changes to scope prior to receiving a signed Change Order by the District's Administrator, they do so at their own expense and risk not being compensated by the District for performing unauthorized work.

3.9 **Schedule:**

An understanding and agreement, by and between the Consultant and the District, that the completion time will be as specified in approved task orders and that all work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof as specified in the Scope of Services.

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SECTION 4: EVALUATION OF RESPONSES

4.1 **Evaluation & Award Criteria:**

Responses will be evaluated by a Selection Committee comprising of the District's personnel that will evaluate and rank Responses on the criteria listed in this section. All responsive and responsible Responses received will be considered in the evaluation and award process.

Responses shall include all of the information solicited in this RFQ, and any additional data that the Respondent deems pertinent to the understanding and evaluation of the Response.

An award will be made according to Florida Statute 287.055, also known as the Consultants Competitive Negotiation Act (CCNA). Respondents will be ranked according to the evaluation criteria. The District shall be the sole judge as to the merits of the Responses, and the resulting agreement to the most qualified, responsive, and responsible Respondent who fulfills the requirements, and whose evaluation by the District indicates that the award will be in the best interest of the District. The District's decision shall be final.

Responses will be evaluated based on the format and content outlined in this Response. Each evaluation criteria will be given a score between 0-5. That score will then be multiplied by the weighted value of each factor.

The suggested scoring guide is as follows:

0 = Information/document provide is not adequate for evaluation
1 = Minimal
2 = Fair
3 = Good
4 = Very Good
5 = Excellent

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The evaluation criteria are itemized below, with their respective weights for a maximum total of 500 points possible per Selection Committee member.

Evaluation Criteria	Assigned Value (0-5)	Weight	Maximum Possible Score
1.Ability of Professional Personnel **(Tab 3)** ● Qualifications and experience of Respondent's key personnel and Sub-Consultants.	0-5	40	200
2. Respondent's Past Performance & Experience **(Tab 4)** ● Relevant project experience of Respondent and Sub-Consultants with projects that indicate proficiency in similar work.	0-5	20	100
3. Project Approach **(Tab 5)** ● Proposed project management techniques and controls. ● Programs and technologies to be employed. ● Innovation. ● Proposed timeline. ● Personnel assigned. ● Processes and technologies employed to meet time and budget requirements.	0-5	25	125
4. Location of Respondent's Office (**Tab 2)** ● When evaluating location, "local" shall be defined as Charlotte, Sarasota, Lee or Manatee counties. ● Location of Sub-Consultants will not be included in this evaluation.	0 or 5	5	25
5. Local Experience (**Tab 4** – please provide additional information about projects in Section H of SF-330). ● Projects located in Florida with preference of those located within Charlotte, Sarasota, Lee or Manatee counties. ● Project demonstrates scope of services that is substantially similar to the scope of services in solicitation.	0 or 5	5	25
Certified Minority and Woman-Owned Business Enterprise Status	0 or 5	5	25
Evaluation Criteria Total		**100**	**500**

Prior to the public Selection Committee meeting, the District may seek written clarification regarding the Respondent's Submittal. Respondent's failure to respond to the request for clarification may deem the Respondent to be non-responsive and may be just cause for rejection.

4.2 **Evaluation Process:**

The Designated Procurement Representative will accomplish pre-evaluation tasks to verify compliance with the basic solicitation requirements. This verification will include, but is not limited to, one (1) Review of all stated RFQ requirements and supporting documentation in accordance with the stated response format; and may include Reference Surveys.

Purchasing will provide responsive and responsible solicitation packages to the selection committee, which shall consist of at least 3 members, but not more than 5 members, for their review and consideration.

The selection committee will evaluate the responses based on the criteria indicated within this document. Evaluation will be based on the selection committee's ability to identify and determine the Respondent's qualifications applicable to the scope of services specified in this RFQ. The evaluation criteria indicate weights.

4.3 **Ranking Methodology:**

The selection committee members will score responses independently through raw scores which will be converted to ordinal scores by the Purchasing Division.

i) Raw Scores:
   a. Selection committee members will score each respondent 0 through 5 (5 being the highest score) on each criteria. Scores may be assigned as whole numbers or fractions in quarter increments, i.e. 1.0, 1.25, 3.75, 4.5, etc.
   b. The members' score for each evaluation criteria will be multiplied by the criteria weight resulting in a raw score points. The total raw score points obtainable is specified in the Evaluation Criteria table.
   c. Each total raw point scored will be converted to an ordinal score or ranking.

ii) Ordinal Scores are determined as the order of preference based on the individual selection committee member's raw scores point totals.
   a. The highest raw score will receive an ordinal score of 1; the 2nd highest raw score will receive an ordinal score of 2, and so on.
   b. The individual ordinal score for each selection committee member for each respondent will be added together for a total ordinal score.
   c. The lowest total ordinal score for all selection committee member evaluations will be ranked as #1, second lowest ranked as #2 and so on.

iii) The selection committee will meet in a public meeting to discuss the responses, scoring, ranking, and any other issues related to the project. Selection committee members have an option to either:
   a. Adjust their scoring based on the selection committee discussion;
   b. Re-rank respondents based on the selection committee discussion; or
   c. Determine a ranking by the consensus of the selection committee.

iv) Discussion may or may not be conducted with Respondents for clarification purposes.

v) The selection committee will prepare a "shortlist" of the 3 highest ranked Respondents depending on the number of Respondents and analysis of the final scoring for the Interview phase.

4.4 **Tie Breaker:**

In the event of a tie in total evaluation points among Respondents, the following tie-breaker procedure shall be used in the order listed until the tie is resolved:

i) Preference shall be given to the Respondent with the highest score in the "Ability of Key Personnel" evaluation criterion.

ii) If still tied, preference shall be given to the Respondent with the most relevant experience on comparable projects.

iii) If still tied, preference shall be given to Respondents that are **certified as a Minority and Woman-Owned Business Enterprise (MWBE)** pursuant to **F.S. 287.0943**.

iv) If still tied, the District shall resolve the tie by **lot (random selection)** in a noticed public meeting, in compliance with the **Florida Sunshine Law (F.S. 286)**.

4.5 **Interview and Final Ranking:**

The shortlisted firms will be invited to participate in an interview with the selection committee. The District expects to interview the personnel to be assigned to the project.

Interviews may include, but not be limited to, a presentation from the Respondent and questions from the District. District will make an effort to provide questions to be addressed in these sessions to the respective Respondent(s) prior to the session. Respondents shall address all questions provided in their presentation and made available in handouts and in digital format. Costs incurred by Respondent(s) will not be reimbursed by District. District will make an effort to provide at least seven (7) days notice to Respondent prior to presentation date.

The purpose of the interview is to allow the committee to gain a deeper understanding of each firm's qualifications, verify the information provided in the Respondent's submittal, and evaluate the proposed project team's cohesion and collaborative approach. This session will be used to assess the team's ability to knowledgeably and effectively communicate their response to questions from the committee and demonstrate a comprehensive understanding of any challenges specific to the project. The interviews will not be scored. Instead, the committee will use the interviews to re-evaluate the initial rankings based on the following:

i) The quality of the presentation provided during the interview;

ii) The Respondent's response to questions from the committee;

iii) The Respondent's ability to demonstrate a comprehensive understanding of the project; and

iv) The perceived working relationship and communication with the District's team.

Following the interviews, the committee will hold a final deliberation. During this session, the members will discuss each firm's performance in the interview, building upon the initial scoring. The committee will come to a consensus on a final ranking. The firms will be re-ranked in order of recommendation, from the most suitable to the least suitable for this project. This final ranking will serve as the basis for entering into contract negotiations, with the most highly-ranked firm being the first to be considered.

4.6 **Negotiations:**

Upon the commencement of negotiations, the top-ranked Respondent shall submit one original hard copy and one electronic copy on a USB flash drive of its pricing proposal. The top-ranked Respondent will be required to submit a detailed schedule of hourly rates for all personnel classifications, including those of any proposed subconsultants, as well as reimbursable expenses, as part of the negotiation phase. These rates will be used to establish fair and reasonable compensation in accordance with **FS 287.055, Florida Statutes** (CCNA). No pricing information, including subconsultant

rates, shall be submitted until the negotiation phase begins with the highest-ranked Respondent.

Respondents are requested to provide their most favored pricing terms, including any discounts or preferential rates that are customarily extended to other governmental or public sector clients. The District expects to receive pricing that is equal to or better than that offered to comparable governmental agencies for similar scopes of work.

While not part of the evaluation and ranking of the RFQ process, Respondents are hereby notified that should a Respondent be selected to negotiate a contract with the District, the District will be paying significant attention to cost of services being offered. If the District pursues competitive negotiations with your firm and the District cannot agree on fair, competitive, and reasonable rates, fees, and charges for services required by this RFQ, the District will cease negotiations with your firm. The District will then commence negotiations with the second-ranked firm, and if needed, the third-ranked firm.

The District reserves the right to negotiate the final terms, conditions, and pricing of the contract, as may be in the best interests of the District. No Respondent shall have any rights against the District arising from such negotiations or termination thereof.

Per FS 287.055 (5)(c), should the District not be able to negotiate a satisfactory contract with the selected firms, the District shall select additional firms in the order of their competence and qualification and continue negotiations until an agreement is reached.

4.7 **Contract Award:**

All Respondents will be notified in writing when the District makes the award recommendations. The contract resulting from this solicitation will be submitted to the District's Board of Supervisors for final approval.

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SECTION 5: RULES, INSTRUCTIONS AND FORMS

5.1 **Rules for Responses:**

i) The Response must name all persons or entities interested in the Responses as principals of the Project Team. The Response must declare that it is made without collusion with any other person or entity submitting a Response pursuant to this RFQ.

ii) Any questions regarding a project or submittal shall be emailed to Bee Ling Wheaton, Procurement Manager, at bwheaton@englewoodwater.com. There shall not be any contact between a Respondent and any member of the District's Staff or any member of the District's Board of Supervisors regarding the project or Response submitted by any Respondent. Any Respondent contacting any member of the District regarding a submitted Response is subject to sanctions up to and including having the District disqualify that firm's submittal.

iii) The Response Forms shall be used when submitting a Response. Use of any other forms may result in the Respondent's submittal being deemed "Non-Responsive."

iv) The Response will either be typed or completed legibly (handwritten) in blue ink. The Respondent's authorized agent will sign the Response Forms in blue ink, and all corrections made by the Respondent shall be initialed in ink by the authorized agent. The use of pencil or erasable ink or failure to comply with any of the foregoing may result in the rejection of the Response.

v) The sealed envelope must contain an original and three (3) copies of the submittal, along with an electronic PDF copy on a USB drive.

5.2 **Response Format/Requirements:**

Each Response should be prepared simply and economically, providing a straightforward and concise description of the Respondent's capabilities regarding the conditions and requirements of the specific work to be performed pursuant to this RFQ. Elaborate bindings, colored displays, and any superfluous promotional material are not desired, and at a level considered unwarranted by assigned evaluators, may serve as evidence of cost inefficiency supportive of a lower rating within any evaluation criteria category. Emphasis in each qualifications package must be on completeness and clarity of content. To expedite the evaluation of qualifications packages, it is mandatory that Respondents follow the format and instructions contained herein. The District retains the prerogative to reject as non-responsive any Response that does not essentially conform to the stated requirements.

Respondents shall include the following information in their written response document and should use the following format when compiling their responses.

TITLE PAGE: Title Page shall show the request for qualification's subject, title and solicitation number; the firm's legal name; points of contact information (name, telephone, fax number, cell and E-mail address).

TABLE OF CONTENTS: The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

TAB 1 - TRANSMITTAL LETTER: Provide a Letter on Interest indicating the type of project(s) for which the firm is applying. The response shall contain a cover letter signed in blue ink by a person who is authorized to commit the firm to perform the work included in the response, and should identify all materials and enclosures being forwarded in response to the RFQ.

TAB 2 - QUALIFICATIONS OF THE FIRM: Provide documentation that demonstrates the ability to satisfy all of the minimum qualification requirements. Indicate the firm's number of years of experience in providing the professional services as it relates specifically to the project. Indicate business structure, i.e. Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted. Respondents must submit and complete the current version of **United States Government General Services Administration Standard Form 330** PART I, Sections A, B and C and Standard Form 330 PART II for each branch office of the firm and for each subconsultant listed in PART I, C. Submittals that do not contain such documentation may be deemed as non-responsive.

SF330 PART I – Contract-Specific Qualifications

Section A. Contract Information

1. **Title and Location.** Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. **Public Notice Date.** Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. **Solicitation or Project Number.** Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

Section B. Architect-Engineer Point of Contact

4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime Consultant or joint venture that the agency can contact for additional information.

Section C. Proposed Team

9-11. Firm Name, Address, and Role in this Contract. Leave this section blank for this submittal. When a project is offered and a Letter of Interest is offered, you will be required to identify any sub consultants or professionals to be a part of the project at that time.

Section D. Organizational Chart of Proposed Team (Please attach)

SF330 PART II General Qualifications

Prepare a Part II for the specific branch office seeking work if the firm has branch offices. Prepare Part II for each branch office that will or may contribute on the project. Prepare Part II for each sub-consultant that will or may contribute to the project.

1. **Solicitation Number.** If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. **Firm (or Branch Office) Name and Address.** Self-explanatory.

3. **Year Established.** Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. **UEI Requirement.** All firms or individuals submitting qualifications must possess a valid Unique Entity Identifier (UEI) issued through the federal System for Award Management (SAM.gov). The UEI is required for eligibility to enter into contracts funded by federal or federally-assisted programs. Respondents must include their UEI in the submittal documents. Failure to provide a UEI may result in disqualification from consideration.

5. **Ownership.**

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR Part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. **Point of Contact.** Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. **Name of Firm.** Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. **Former Firm Names.** Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective.

9. **Employees by Discipline.** Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. **Profile of Firm's Experience and Annual Average Revenue for Last 5 Years.** Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by

the firm. However, do not double count the revenues received on a particular project.

11. **Annual Average Professional Services Revenues of Firm for Last 3 Years.** Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime Consultant or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. **Authorized Representative.** An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

TAB 3 – KEY PERSONNEL/QUALIFICATIONS OF THE TEAM: List the members of the team including the project manager that will oversee all projects completed by respective firm. Provide a list of the personnel to be used and their qualifications. A brief resume including education, experience, licenses and any other pertinent information ***may*** be included for each team member, including sub-consultants to be assigned for select work. A resume shall be provided for the proposed Project Manager. The proposed Project Manager and/or Lead Engineer must each have a minimum of five (5) years of direct experience in the design and construction of wastewater treatment facilities of a similar size and scope. Their resumes must clearly detail this specific experience.

Provide any other documentation that demonstrates their ability to satisfy all of the minimum qualification requirements. Submittals that do not contain such documentation may be deemed non-responsive.

This information must be included in the Standard Form 330 submittal.

Please note the form requirements for Sections E.

SF 330 Section E – Include a complete Section E form (12 through 19) for EACH key person you anticipate assigning to this project.

Sub-Consultants: Consultant must clearly reflect in its Response any Sub-consultants proposed to be utilized along with a summary of their background and qualifications. The District retains the right to accept or reject any Sub-Consultants proposed.

TAB 4 - TEAM'S PREVIOUS EXPERIENCE/PROFICIENCY IN SIMILAR PROJECTS: Include a Section F form for EACH project used to represent your firms' experience in similar projects. Include at least six (6) projects your firm has completed in the past ten (**10**) years but do not exceed ten (10) examples. A minimum of three (3) projects must be work performed in Florida, preferably in Charlotte, Sarasota, Manatee and/or Lee counties. Include a Section G form which indicates the involvement of those key personnel that may be assigned to this contract.

Section F – Example Projects.

SF 330 Section F – Example Projects Which Best Illustrate Proposed Team's Qualifications for this Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one section for each project.

Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. **Example Project Key Number.** Start with "1" for the first project and number consecutively.

21. **Title and Location.** Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. **Year Completed**. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to This Contract (block 24).

23a. **Project Owner.** Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. **Point of Contact Name.** Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. **Point of Contract Telephone Number.** Self-explanatory.

24. **Brief Description of Project and Relevance to This Contract.** Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project. Please include the email address of the Point of Contact listed in 23b. in this section.

25. **Firms from Section C Involved with This Project.** Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

SF 330 Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F.

26. and 27. **Names of Key Personnel and Role in this Contract.** List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. **Example Projects Listed in Section F.** In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. **Example Projects Key.** List the key numbers and titles of the example projects in the same order as they appear in Section F.

30. **Project Budget.** For each project, indicate whether or not project completed within original engineer's estimate. Provide amounts, and if not completed within original engineer's estimate, provide reason.

TAB 5 – MANAGEMENT APPROACH/PROJECT CONTROL: The firm shall demonstrate its capabilities in managing completed projects, and evidence of and adherence to time and budget constraints, on projects completed within the last ten (10) years. Also provide information on your firm's current workload and how this contract will fit into your workload and the techniques that are planned to assure project schedules will be met. Describe available facilities, technological capabilities and other available resources you offer for the contract.

TAB 6 - LITIGATION AND INSURANCE: Have you been involved in litigation in the last five (5) years? If so, describe circumstances and outcome. The Respondent shall advise the amount of liability insurance you have.

TAB 7 – ADDITIONAL INFORMATION: Any other pertinent information the Respondent chooses to provide.

SF 330 Section H. Additional Information.

30. **Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.**

SF 330 Section I. Authorized Representative

31. and 32. **Signature of Authorized Representative and Date.** An authorized representative of a joint venture or the prime Consultant must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. **Name and Title Self-explanatory.**

TAB 8 – SUBMISSION REQUIREMENTS AND REQUIRED SUBMITTAL FORMS: This checklist is provided to assist each Respondent in the preparation of their response. Included in this checklist are important requirements, which is the responsibility of each Respondent to submit with their response in order to make their response fully compliant. This checklist is a guideline which is to be executed and submitted with the required forms. It is the responsibility of each Respondent to read and comply with the solicitation in its entirety.

5.3 **Submittal Requirements**

i) Submittals shall be contained entirely within a single one-inch (1") three-ring binder. Submittals that exceed the specified capacity or include loose or supplemental materials may be considered non-compliant and may not be evaluated.

ii) When compiling a response, sections shall be tabbed and labeled; pages should be sequentially numbered at the bottom of the page.

iii) **Paper/Font Size:** 8.5"x11"/Font Calibri 11, PDF FORMAT.

iv) **Number of Original Submittals:** One (1) original hard-copy in one-inch (1") three-ring binder (marked **"ORIGINAL"**) and signed in blue ink.

v) **Number Of Copies:** Three (3) hard-copies, each in one-inch (1") three-ring binder (marked **"COPY"**). **(1 original + 3 copies = 4 total submittals).**

vi) **USB Flash Drive:** One (1) electronic version in Portable Document Format (PDF) on a Flash Drive containing the

entire submittal.

vii) **Submit sealed response package with the Respondent's name and the following information clearly marked on the outside packaging (FedEx, UPS, USPS, etc.):**

"RFQ 2025-142 Engineering Services for South Water Reclamation Facility (WRF) Expansion and Improvements" to the following address:

Bee Ling Wheaton,
Procurement Manager
Englewood Water District,
201 Selma Ave,
Englewood, FL 34223

5.4 **Required Submittal Forms/Checklist:**

READ/EXECUTED & INCLUDED

- ☐ Attachment 1 - Response Submittal Signature Form
- ☐ Attachment 2 - Statement of Organization
- ☐ Attachment 3 - Drug-Free Workplace Form
- ☐ Attachment 4 - Public Entity Crime Information
- ☐ Attachment 5 - Non-Collusive Affidavit
- ☐ Attachment 6 – Byrd Anti-Lobbying Amendment Certification
- ☐ Attachment 7 - Conflict of Interest Form
- ☐ Attachment 8 - Disclosure Form (Consultant/Engineer/Architect)
- ☐ Attachment 9 – Suspension and Debarment Certification
- ☐ Attachment 10 – Scrutinized Company Certification Form
- ☐ Attachment 11 – Affidavit of Compliance Regarding Foreign Entity of Concern Laws
- ☐ Attachment 12 – Anti Human Trafficking Affidavit
- ☐ Attachment 13 – Certification of Offeror Regarding Tax Delinquency and Felony Convictions
- ☐ Attachment 14 - E-Verify Affidavit

☐ State Registration Requirements (http://www.sunbiz.org/search.html)

☐ Copy of Registration, Attached

☐ **SAMPLE INSURANCE CERTIFICATE:** Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for both Professional Liability and General Liability and the dollar amounts of the coverage.

☐ YES ☐ NO Sample Insurance Certificate is included with the submittal

☐ **MWBE:** If claiming Minority Business Enterprise/Women Business Enterprises, the Prime Firm (not sub-consultant) **shall be** certified as a Minority and Woman-Owned Business Enterprise (see Section 2.41).

☐ YES, CLAIMING STATUS AS PRIME ONLY

☐ YES, I'VE ATTACHED THE CERTIFICATE OF MBE/WBE STATUS

☐ NOT CLAIMING MBE/WBE

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

ATTACHMENT 1 - RESPONSE SUBMITTAL SIGNATURE FORM

By signing and submitting this Response, the Respondent attests and certifies that:

- It satisfies all legal requirements (as an entity) to do business with the District.
- The undersigned Respondent acknowledges that award of a contract may be contingent upon a determination by the District that the Respondent has the capacity and capability to successfully perform the contract.
- The Respondent hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this document and any contract(s) and/or other transactions required by award of this solicitation.
- I have carefully examined the full solicitation document and any other documents accompanying or made a part of this solicitation.
- I hereby propose to furnish the services specified in the Request for Qualifications at the rates offered in my pricing proposal, if requested during the Negotiations phase. I agree that my offer will remain firm for a period of up to ninety (90) days in order to allow the District adequate time to evaluate the proposals. Furthermore, I agree to abide by all conditions of the solicitation and/or resulting contract.
- All information contained in this Response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Response on behalf of the Respondent as its act and deed and that the Respondent is ready, willing and able to perform if awarded the Solicitation.
- Having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the Response.
- The following listing states any clarifications, any and all variations from and exceptions to the requirements and/or special terms and conditions. Taking exception to the General Terms and Conditions is NOT permitted and may result in your Response being deemed non-responsive and disqualified.
- The work, services, or goods will be provided in strict accordance with the requirements of this solicitation, and understands that any exceptions to the requirements of the specifications and documents may render the Response non-responsive.

NO EXCEPTIONS WILL BE ALLOWED AFTER THE RESPONSE IS SUBMITTED.

Please check one:

☐ I take NO exceptions

☐ I take the exceptions listed here:

(If more space is needed, please indicate exceptions here and attach additional pages as needed)

As addenda are considered binding as if contained in the original specifications, it is critical that the firm acknowledge receipt of same. The submittal may be considered void if receipt of an addendum is not acknowledged.

Addendum No._____Dated _____ Addendum No._____Dated _____
Addendum No._____Dated _____ Addendum No._____Dated _____
Addendum No._____Dated _____ Addendum No._____Dated _____

Company Name_____

_____
Telephone # **E-Mail** **Fax #**

_____
Main Office Address

_____
City **State** **Zip Code**

Address of Office Servicing Englewood Water District, if different than above: SAME AS ABOVE

_____
Office Address

_____
City **State** **Zip Code**

_____
Telephone # **E-mail** **Fax #**

_____
Name & Title of Firm Representative

_____ _____
Signature **Date**

THIS PAGE MUST BE SUBMITTED WITH THE RESPONSE

ATTACHMENT 2 - STATEMENT OF ORGANIZATION

(Information Sheet for Transactions and Conveyances Corporation Identification)

The following information will be provided to Englewood Water District for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, and capitalization is exactly as registered with the state or federal government.

Name of Respondent: _____

DBA (if any): _____

Type of Entity (Sole Proprietor, Corporation, LLC, LLP, Partnership, etc): _____

Business Address: _____

_____

Phone: _____ **Fax:** _____

E-Mail _____

Print Name and Title of person authorized to bind: _____

Federal Identification Number: _____

Signature: _____

Respondent shall submit proof that it is authorized to do business in the State of Florida unless registration is not required by law.

(Please Check One)

Is this a Florida Corporation: ☐ Yes or ☐ No

If not a Florida Corporation,

In what state was it created: _____

Name as spelled in that State: _____

What kind of corporation is it: ☐ "For Profit" or ☐ "Not for Profit"

Is it in good standing: ☐ Yes or ☐ No

Authorized to transact business in Florida: ☐ Yes or ☐ No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: ☐ Yes or ☐ No

THIS PAGE MUST BE SUBMITTED WITH THE RESPONSE

Names of Officers:

President:_____ **Secretary:**_____

Vice President:_____ **Treasurer:**_____

Director:_____ **Director:**_____

Other:_____ **Other:**_____

Name of Corporation (As used in Florida):

_____

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this____day of_____, 20 ___, by_____who is personally known to me or has produced his/her driver's license as identification.

_____
Notary Public
Print Name: _____
Commission No: _____

THIS PAGE MUST BE SUBMITTED WITH THE RESPONSE

ATTACHMENT 3 - DRUG FREE WORKPLACE FORM

The undersigned Consultant in accordance with Florida Statute 287.087 hereby certifies that _____ does:
(Company Name)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

Check one:

☐ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

☐ As the person authorized to sign this statement, this firm **does not** comply fully with the above r equirements.

Respondent's Signature: _____

Name: _____

Date: _____

THIS PAGE MUST BE SUBMITTED WITH THE RESPONSE

ATTACHMENT 4 - PUBLIC ENTITY CRIME INFORMATION

As provided by F.S. §287.133, 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Consultant, 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I,_____, being an authorized representative of the Respondent,

_____, located at _____

City:_____State:_____Zip Code:_____, have read and understand the contents above. I further certify that Respondent is not disqualified from replying to this solicitation because of F.S. §287.133.

Signature:_____Date: _____

Telephone #:_____Fax #: _____

Federal ID #: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this____day of_____, 20___, by_____
who's personally known to me or has produced his/her driver's license as identification.

_____
Notary Public

Print Name: _____

Commission No: _____

THIS PAGE MUST BE SUBMITTED WITH THE RESPONSE

ATTACHMENT 5 - NON-COLLUSIVE AFFIDAVIT

State of _____
County of _____ } SS

Before me, the undersigned authority, personally appeared:

_____who, being first duly sworn, deposes and says that:

1. He/She is the _____ (Owner, Partner, Officer, Representative or Agent) of

_____, the Respondent that has submitted the attached reply;

2. He/She is fully informed respecting the preparation and contents of the attached reply and of all pertinent circumstances respecting such reply;

3. Such reply is genuine and is not a collusive or sham reply;

4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm, or person to submit a collusive or sham reply in connection with the work for which the attached reply has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any respondent, firm, or person to fix the price or prices in the attached reply or of any other respondent, or to fix any overhead, profit, or cost elements of the reply price or the reply price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the reply work.

Signed, sealed and delivered this _____day of_____, 20 ____.

By: _____

_____
(Printed Name)

_____
(Title)

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this____day of_____, 20 _, by_____who is personally known to me or has produced his/her driver's license as identification.

_____
Notary Public
Print Name: _____
Commission No: _____

THIS PAGE MUST BE SUBMITTED WITH THE RESPONSE

ATTACHMENT 6 - BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Consultant hereby certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Project Name: RFQ 2025-142 Engineering Services for South WRF Expansion and Improvements

_____
Name of Consultant

_____
Signature of Authorized Official

_____
Name and Title of Consultant's Authorized Official

_____
Date

THIS PAGE MUST BE SUBMITTED WITH THE RESPONSE

ATTACHMENT 7 - CONFLICT OF INTEREST FORM

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with EWD either directly or indirectly. Therefore, please indicate if the following applies:

PART I.

☐ I am an employee, public officer or advisory board member of the District

_____(List Position or Board)

☐ I am the spouse or child of an employee, public officer or advisory board member of the District

Name**:** _____

☐ An employee, public officer or advisory board member of the District, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.

Name: _____

☐ Respondent employs or contracts with an employee, public officer or advisory board member of the District

Name:_____

☐ None Of The Above

PART II:

Are you going to request an advisory board member waiver?

☐ I will request an advisory board member waiver under §112.313(12)

☐ I will NOT request an advisory board member waiver under §112.313(12)

☐ N/A

The District shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any vendors whose conflicts are not waived or exempt.

COMPANY: _____

SIGNATURE:_____

THIS PAGE MUST BE SUBMITTED WITH THE RESPONSE

ATTACHMENT 8 - DISCLOSURE FORM FOR CONSULTANT/ENGINEER/ARCHITECT

Please select (only) one of the following three options:

☐ Our firm has no actual, potential, or reasonably perceived, **financial*** or **other interest**** in the outcome of the project.

☐ Our firm has a potential or reasonably perceived **financial*** or **other interest**** in the outcome of the project as described here:_____.

Our firm proposes to mitigate the potential or perceived conflict according to the following plan:

_____.

☐ Our firm has an actual **financial*** or **other interest**** in the outcome of the project as described here:
_____.

***What does "financial interest" mean?**

If your firm, or employee of your firm working on the project (or a member of the employee's household), will/may be perceived to receive or lose private income depending on the government business choices based on your firm's findings and recommendations, this must be listed as a financial interest. An example would be ownership in physical assets affected by the government business choices related to this project. The possibility of contracting for further consulting services is not included in this definition and is not prohibited.

****What does "other interest" mean?**

If your firm, or employee of your firm working on the project (or a member of the employee's household), will/may be perceived to have political, legal or any other interests that will affect what goes into your firm's findings and recommendations, or will be/may be perceived to be affected by the government business choices related to this project, this must be listed as another interest.

BUSINESS NAME:_____

NAME (PERSON AUTHORIZED TO BIND THE COMPANY): _____

SIGNATURE:_____ **DATE:**_____

THIS PAGE MUST BE SUBMITTED WITH THE RESPONSE

ATTACHMENT 9 – SUSPENSION AND DEBARMENT CERTIFICATION

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000.

The Consultant certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Consultant certifies that it shall not knowingly enter into any transaction with any subconsultant, subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Englewood Water District.

The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the Englewood Water District. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Englewood Water District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Dated this _____day of_____, 2025

By: _____ (Authorized Signature)

_____
Typed Name of Title

_____
Recipient's Firm Name

_____
Street Address

_____
City/State/Zip Code

ATTACHMENT 10 – SCRUTINIZED COMPANY CERTIFICATION FORM

Consultant Name: _____
Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ ZIP: _____
Phone Number: _____Email Address: _____

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the Englewood Water District for goods or services of any amount if, at the time of bidding on, submitting a Response for, or entering into or renewing such Contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, section 215.4725, or is engaged in a boycott of Israel.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the Englewood Water District for goods or services of $1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statutes, section 215.473, or with companies engaged in business operations in Cuba or Syria.

This bid, proposal, Contract or Contract renewal is for goods or services of $1 million or more. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes Section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

I understand that pursuant to Florida Statutes, section 287.135, the submission of a false certification may result in the termination of the Contract if one is entered into, and may subject the above-named company to civil penalties, attorney's fees and costs.

NAME OF ENTITY: _____

SIGNATURE: _____ NAME: _____

TITLE: _____ DATE: _____

THIS PAGE MUST BE SUBMITTED WITH THE RESPONSE

ATTACHMENT 11 - AFFIDAVIT OF COMPLIANCE REGARDING FOREIGN COUNTRY OF CONCERN LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests and declares as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Florida Statutes Section 287.138.
2. The government of a foreign country of concern does not have a controlling interest in Entity.
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Florida Statutes Section 692.201.
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Florida Statutes Section 692.201, or a subsidiary of such entity.
6. Entity is not a foreign principal, as defined in Florida Statutes Section 692.201.
7. Entity complies, if purchasing real property, with all applicable requirements of Florida Statutes Sections 692.202, 692.203, and 692.204.
8. If purchasing real property**,** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (1) not a person or entity described in Florida Statutes Section 692.204(1)(a) or (2) authorized under Florida Statutes Section 692.204(2) to purchase the subject property. Entity complies with the requirements of Florida Statutes Section 692.204.
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

NAME OF ENTITY

_____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

THIS PAGE MUST BE SUBMITTED WITH THE RESPONSE

ATTACHMENT 12 – ANTI HUMAN TRAFFICKING AFFIDAVIT

This form must be completed by an officer or representative of an entity registering as a vendor, entering into, renewing, or extending, a contract with the Englewood Water District.

The undersigned, on behalf of _____ ("Entity"), verifies the following:

A. I have read and understand that Florida Statutes Section 787.06(13), prohibits the Englewood Water District ("District") from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined in Florida Statutes Section 787.06(2) as follows:

• "Coercion" means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

• "Labor" means work of economic or financial value.

• "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

B. I declare, under penalties of perjury, that Entity does not use coercion for labor or services as defined in Florida Statutes Section 787.06(2).

C. I understand that this affidavit applies to any District contract executed, renewed, or extended for the duration of the contract.

I, the undersigned, understand and affirm that the above statements are based upon personal knowledge; that I am over the age of 18 years and otherwise competent to make the above statements; and am authorized to legally bind the Entity, and make the above statements on behalf of Entity. Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by _____, as _____ of _____, the Entity, and is ☐ personally known to me or ☐ produced identification. Type of Identification produced _____ .

_____

Signature of Notary Public

_____

Name of Notary Typed, Printed or Stamped

My Commission Expires: _____

THIS PAGE MUST BE SUBMITTED WITH THE RESPONSE

ATTACHMENT 13 – CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

(Check the appropriate response to items 1 & 2 below.)

1) The applicant represents that:

   it is ☐ or is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that:

   it is ☐ or is not ☐ a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the District has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the federal agency, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

NAME OF ENTITY: _____

SIGNATURE: _____ NAME: _____

TITLE: _____ DATE: _____

THIS PAGE MUST BE SUBMITTED WITH THE RESPONSE

ATTACHMENT 14 – E-VERIFY AFFIDAVIT

The undersigned Vendor/Consultant/Contractor (Vendor), after being duly sworn, states the following:

1. Vendor is a person or entity that has entered into or is attempting to enter into a contract with the Englewood Water District (District) to provide labor, supplies, or services to the District in exchange for salary, wages or other renumeration.

2. Vendor has registered with and will use the E-Verify System of the United States Department of Homeland Security to verify the employment eligibility of:

    a. All persons newly hired by the Vendor to perform employment duties within Florida during the term of the contract; and

    b. All persons, including sub-contractors, sub-vendors or sub-consultants, assigned by the Vendor to perform work pursuant to the contract with the District.

3. If the Vendor becomes the successful Consultant who enters into a contract with the District, then the Vendor will comply with the requirements of Section 448.095, Fla. Stat. "Employment Eligibility", as amended from time to time.

4. Vendor will obtain an affidavit from all sub-consultants/sub-contractors attesting that the sub-consultant/ sub-contractor does not employ, contract with, or subcontract with, an unauthorized alien as defined in 8 United States Code, Section 1324A(H)(3).

5. Vendor will maintain the original affidavit of all sub-consultants/sub-contractors for the duration of the contract.

6. Vendor affirms that failure to comply with the state law requirements can result in the Vendor's termination of the contract and other penalties as provided by law.

7. Vendor understands that pursuant to Florida Statutes, section 448.095, the submission of a false certification may result in the termination of the contract if one is entered into, and may subject the Vendor named in this certification to civil penalties, attorney's fees and costs.

NAME OF ENTITY: _____

SIGNATURE: _____ **NAME:** _____

TITLE: _____ **DATE:** _____

THIS PAGE MUST BE SUBMITTED WITH THE RESPONSE

SECTION 6: SAMPLE AGREEMENT

AGREEMENT NO. 2025-142
ENGINEERING SERVICES FOR SOUTH WATER RECLAMATION FACILITY (WRF) EXPANSION AND IMPROVEMENTS

This Agreement made this _____ day of _____ , 2025 between ENGLEWOOD WATER DISTRICT, a Special District, in the State of Florida, hereinafter referred to as "DISTRICT" having its principal place of business at 201 Selma Avenue, Englewood, Sarasota, Florida and _____ , hereinafter referred to as "CONSULTANT" whose address is _____.

WITNESSETH:

Whereas, the DISTRICT has budgeted funds for the services to be provided hereunder and,

Whereas, the DISTRICT has met the requirements of the Consultant's Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform the services hereunder and,

Whereas, the DISTRICT'S Administrator or his designee shall have full authority to manage and supervise the execution and completion of the Scope of Services and the terms and conditions of this Agreement and,

Whereas, the CONSULTANT acknowledges this is a non-exclusive Agreement and the amount of work and nature of work to be performed under this Agreement is defined in Scope of Services, EXHIBIT "A" made a part hereto to this Agreement.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the DISTRICT and CONSULTANT agree as follows:

1. **CONTRACT DOCUMENTS**

The following documents and information are incorporated and made part hereof; and shall comprise the Contract Documents.

A. This Agreement; and
B. The Request for Qualifications (RFQ) package 2025-142 – Engineering Services for South Water Reclamation Facility (WRF) Expansion and Improvements; and
C. Any addendum to the RFQ package; and
D. Exhibit 1 – Scope of Services; and
E. Exhibit 2 – Schedule of Fees; and
F. Exhibit 3 – Drug Free Workplace Form; and
G. Exhibit 4 – Public Entity Crime Form; and
H. Exhibit 5 – Non-Collusive Affidavit; and
I. Exhibit 6 – Byrd Anti-Lobbying Amendment Certification; and
J. Exhibit 7 – Conflict of Interest Form; and
K. Exhibit 8 – Disclosure Form (Consultant/Engineer/Architect); and
L. Exhibit 9 – Suspension and Debarment Certification; and
M. Exhibit 10 – Scrutinized Company Certification Form; and
N. Exhibit 11 – Affidavit of Compliance Regarding Foreign Entity of Concern Laws; and

O. Exhibit 12 – Anti Human Trafficking Affidavit; and

P. Exhibit 13 – Certification of Offeror regarding Tax Delinquency and Felony Convictions; and

Q. Exhibit 14 – E-Verify Affidavit; and

R. Exhibit 15 - FEMA Contract Provisions; and

S. Exhibit 16 – Federal Contracting Clauses; and

T. CONSULTANTS response to RFQ 2025-142 received on _____, 2025

2. **CONSULTANT'S SERVICES**

A. The CONSULTANT agrees to diligently and timely perform services for the DISTRICT relating to Professional Engineering and Consulting Services as identified in RFQ 2025-142.

B. This Agreement shall commence immediately upon the execution of the Agreement by both the DISTRICT and the CONSULTANT. The term of the Agreement shall begin on the date of execution and continue for a period of five (5) years, with an option to renew for two (2) additional years, at the same terms and conditions, subject to CONSULTANT'S satisfactory performance and mutual agreement of the DISTRICT and CONSULTANT.

3. **COMPENSATION AND PAYMENT FOR CONSULTANT'S SERVICES**

A. COMPENSATION

i) The DISTRICT shall authorize engineering services through the execution of Task Orders to be negotiated with and performed by the CONSULTANT. No work shall be performed under this Agreement other than through the approval of a Task Order by the DISTRICT's Administrator or the Board of Supervisors. Fees negotiated in any Task Order shall be based on the hourly fee rate shown schedule in Schedule of Fees, EXHIBIT "B".

ii) Compensation to the CONSULTANT shall include the following: all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, and all other costs not indicated as non-reimbursable below.

No claim for reimbursement for these expenses shall be made to the District.

a. All travel related expenses and costs including labor. (Types of travel to be considered during negotiations).

b. Four (4) sets of 22" x 34,"signed and sealed permitting plans.

c. Computer usage, telephone expenses, fax, copies, printing, and postage.

d. Subcontractor mark-up.

A copy of the invoice for each reimbursable expense shall be attached to Consultant's invoice. The DISTRICT will not allow a Prime Consultant markups on any services provided by a Sub-Consultant.

iii) **Price Adjustment Clause.** The pricing established under this contract shall remain firm for the first two (2) years of the contract. Thereafter, the Consultant may request a price adjustment in writing, along with supporting ECI data, no less than twelve (12) months after the last price increase and only once per contract year based on changes in the Employment Cost Index (ECI). The industry-specific ECI used will be '*Compensation (not seasonally adjusted): Employment Cost Index for total compensation, for private industry workers, by occupational group and industry.'* Occupational group and industry are '*Professional and business services – Professional, scientific, and technical services*' as published by the U.S. Bureau of Labor Statistics (BLS).

a. Calculation Method:

The percentage increase or decrease shall be calculated based on the 12 months, ending in the most recent published ECI data available at the time of the request.

The adjustment formula is as follows:
New Price = Current Price x (1+ ((ECI Current period – ECI Previous Period)/ECI Previous period))

ECI values shall be obtained from the U.S. Bureau of Labor Statistics (BLS) website at https://www.bls.gov/news.release/eci.t05.htm.

Maximum Allowable Adjustment: Any price adjustment should not exceed 5% per contract year, regardless of the ECI increase. If the ECI decreases, the District reserves the right to negotiate a price reduction.

iv) The DISTRICT'S performance and obligation to pay under this Agreement are contingent upon an appropriation by the DISTRICT'S Board of Supervisors. The parties acknowledge and agree that the obligations of the DISTRICT to fulfill financial obligations of any kind pursuant to any and all provisions of this Agreement, or any subsequent agreement entered into pursuant to this Agreement, or referenced herein to which DISTRICT is a party, are and shall remain subject to the provisions of Florida Statutes Section 166.241, regardless of whether a particular obligation has been expressly so conditioned. The DISTRICT agrees to exercise all lawful and available authority to satisfy any financial obligations of DISTRICT that may arise under this Agreement; however, since funds are appropriated annually by the DISTRICT'S Board of Supervisors on a fiscal year basis, the DISTRICT'S legal liability for the payment of any costs shall not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the DISTRICT'S Board of Supervisors (nor shall such liability arise if, a request for such appropriations is excluded from the budget approved by the DISTRICT'S Board of Supervisors). During the term of this Agreement, the Administrator or his designee shall, for each fiscal period, include in the budget application submitted to the DISTRICT'S Board of Supervisors the amount necessary to fund DISTRICT'S obligations hereunder for such fiscal period. Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of DISTRICT shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by DISTRICT under this Section. This Agreement shall not constitute an indebtedness of DISTRICT nor shall it constitute an obligation for which the DISTRICT is obligated to levy or pledge any form of taxation or for which the DISTRICT has levied or pledged any form of taxation.

B METHOD OF PAYMENT

i) The DISTRICT shall pay the CONSULTANT through payment issued in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes. CONSULTANT's invoice shall be accompanied with a project status report to substantiate the percent completeness of the work. The DISTRICT will review the invoice with the report and verify that the services invoiced have been completed in conformity with this agreement prior to approving the invoice for payment.

ii) For those specific services that were partially completed, progress payments shall be paid, no more than once a month, in proportion to the percentage of completed work on those specific services approved in writing by the DISTRICT, based on the percentage of the amount for those specific services.

iii) The CONSULTANT's invoices shall be in a form satisfactory to the DISTRICT'S Finance Department, who shall initiate disbursements.

4. **INDEMNIFICATION**

TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONSULTANT MUST INDEMNIFY AND HOLD HARMLESS THE DISTRICT, AND ITS OFFICERS AND EMPLOYEES, FROM LIABILITIES, DAMAGES, LOSSES, AND COSTS, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, TO THE EXTENT CAUSED BY THE NEGLIGENCE, RECKLESSNESS, OR INTENTIONALLY WRONGFUL CONDUCT OF THE CONSULTANT AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE CONSULTANT IN THE PERFORMANCE OF THE AGREEMENT. THE AGREEMENT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE DISTRICT TO SUIT BY THIRD PARTIES.

THE DISTRICT MUST PROVIDE ALL AVAILABLE INFORMATION AND ASSISTANCE THAT THE CONSULTANT MAY REASONABLY REQUIRE REGARDING ANY CLAIM. IN THE EVENT OF A CLAIM, THE DISTRICT MUST PROMPTLY NOTIFY THE CONSULTANT IN WRITING BY PREPAID CERTIFIED MAIL (RETURN RECEIPT REQUESTED) OR BY DELIVERY THROUGH ANY NATIONALLY RECOGNIZED COURIER SERVICE (SUCH AS FEDERAL EXPRESS OR UPS) WHICH PROVIDES EVIDENCE OF DELIVERY, AT THE ADDRESS PROVIDED FOR RECEIPT OF NOTICES IN THIS AGREEMENT.

THIS AGREEMENT FOR INDEMNIFICATION SHALL SURVIVE TERMINATION OR COMPLETION OF THE AGREEMENT. THE INSURANCE COVERAGE AND LIMITS REQUIRED IN THIS AGREEMENT MAY OR MAY NOT BE ADEQUATE TO PROTECT THE DISTRICT AND SUCH INSURANCE COVERAGE WILL NOT BE DEEMED A LIMITATION ON THE CONSULTANT'S LIABILITY UNDER THE INDEMNITY PROVIDED IN THIS SECTION. IN ANY PROCEEDINGS BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS INDEMNITY PROVISION, THE PREVAILING PARTY SHALL BE REIMBURSED ALL COSTS, EXPENSES AND REASONABLE ATTORNEY FEES THROUGH ALL PROCEEDINGS (AT BOTH TRIAL AND APPELLATE LEVELS).

NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO AFFECT THE RIGHTS, PRIVILEGES AND IMMUNITIES OF THE DISTRICT AS SET FORTH IN FLORIDA STATUTES SECTION 768.28. THE TERMS OF THIS SECTION SURVIVE THE TERMINATION OF THIS AGREEMENT.

FURTHER, THE CONSULTANT SHALL FULLY INDEMNIFY AND HOLD HARMLESS THE DISTRICT, FROM ANY SUITS, ACTIONS, DAMAGES, AND COSTS OF EVERY NAME AND DESCRIPTION, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATING TO VIOLATION OR INFRINGEMENT OF A TRADEMARK, COPYRIGHT, PATENT, TRADE SECRET OR INTELLECTUAL PROPERTY RIGHT.

5. **CONSULTANT'S INSURANCE**

A. INSURANCE

CONSULTANT and all sub-consultants and/or all sub-contractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance at the same levels specified in this agreement, against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontractors.

Before performing any work, CONSULTANT shall procure and maintain, during the life of the Agreement, the insurances listed below, unless otherwise specified. The policies of insurance shall be primary and written on forms acceptable to the DISTRICT and placed with insurance carriers approved and licensed by the Insurance Department of the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent." No changes are to be made to these specifications without the Administrator or designee's prior written approval. The DISTRICT may alter the amounts or types of insurance policies required by this Agreement upon agreement with CONSULTANT.

All policies except for the Workers Compensation and Professional Liability shall name Englewood Water District as Additional Insured.

i) Workers' Compensation and Employers' Liability Insurance: In accordance with statutory requirements and Employer's Liability Insurance with limits of not less than $100,000 for each accident, not less than $100,00 for each disease, and not less than $500,000 aggregate. Coverage is to apply for all employees in the statutory limits in compliance with the applicable state and federal laws. Proof of current Worker's

Compensation coverage or Worker's Compensation exemption (notarized affidavit).

ii) Professional Liability Insurance: Minimum $1,000,000 per occurrence for this project, and with a $1,000,000 policy term general aggregate. Coverage shall be extended beyond the policy year term either by a supplemental extended reporting period (ERP) with as great of duration as available, with no less coverage and reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made. The DISTRICT prefers all Professional Liability Insurance be written on an Occurrence Form; however, in the event that the professional liability insurance required by this Agreement is written on a claims-made basis, CONSULTANT warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained for a period of two (2) years or an extended reporting period (ERP) with tail coverage will be obtained and maintained for a period of two (2) years beginning at the time work under this Agreement is completed.

iii) Comprehensive Commercial General Liability Insurance: (Occurrence Form CG 00 01): The CONSULTANT shall procure and maintain and require all sub-contractors to procure and maintain during the life of this Agreement, a comprehensive general liability policy, including but not limited to bodily injury, property damage, contractual liability, and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

The policy must include comprehensive general liability with a limit of $1,000,000 for general aggregate; $1,000,000 for each occurrence; $1,000,000 for products and completed ops; $100,000 for damage to rented premises; and $100,000 for fire damage.

The policy shall be endorsed to include the following additional insured language: "Englewood Water District and its commissioners, officers, employees, agents, and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CONSULTANT."

iv) Business Automobile Liability: The CONSULTANT shall procure and maintain and require all sub-consultants/sub-contractors to procure and maintain during the life of this Agreement, business automobile liability insurance including on all owned, hired, and non-owned automobiles. Automobile liability insurance must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if CONSULTANT has no owned autos, hired (Code 8), and non-owned (Code 9) autos.

The policy must include automobile liability with a limit of $1,000,000 for Combined Single Limit (CSL) for each accident; $1,000,000 for bodily Injury (per person); $1,000,000 for bodily Injury (per accident); and $1,000,000 for property damage (per accident).

B. WAIVER OF SUBROGATION

All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or through other means, agree to waive all rights of subrogation against the DISTRICT, its officers, officials, employees and volunteers, and the DISTRICT'S insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by CONSULTANT for the DISTRICT. It is CONSULTANT'S responsibility to notify its insurance company of the waiver of subrogation and request written authorization or the proper endorsement. Additionally, CONSULTANT, its officers, officials, agents, employees, volunteers, and any subcontractors, agree to waive all rights of subrogation against the DISTRICT and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions for which the CONSULTANT or its agents may be responsible.

C. POLICY FORM

i) All policies required by this Agreement, with the exception of Professional Liability and Workers' Compensation, are to be written on an occurrence basis and the Comprehensive Commercial General Liability Insurance shall name the Englewood Water District, Florida, and its Commissioners, officers, agents, employees, and volunteers as additional insured as their interest may appear under this Agreement. Claims Made Policies will be accepted for professional liability and hazardous materials and such other risks as are authorized by the DISTRICT. All Claims made policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, CONSULTANT agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

ii) Insurance requirements itemized in this Agreement, and required of CONSULTANT, shall be provided by or in behalf of all subconsultants to cover their operations performed under this Agreement. CONSULTANT shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subconsultants.

iii) Each insurance policy required by this Agreement shall:

a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

b. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. CONSULTANT is to notify the DISTRICT'S Purchasing Office by written notice via certified mail, return receipt requested.

D. The DISTRICT shall retain the right to review, at any time, coverage, form, and amount of insurance.

E. The procuring of required policies of insurance shall not be construed to limit CONSULTANT'S liability nor to fulfill the indemnification provisions and requirements of this Agreement. The extent of CONSULTANT'S liability for indemnity of the DISTRICT shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between CONSULTANT and its carrier.

F. CONSULTANT shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the DISTRICT is an insured under the policy. CONSULTANT'S insurance is considered primary for any loss, regardless of any insurance maintained by the DISTRICT. CONSULTANT is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

G. All certificates of insurance must be on file with and approved by the DISTRICT before commencement of any work under this Agreement. All certificates of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704). Certificates of insurance evidencing claims made or occurrences form coverage and conditions to this Agreement, as well as the Agreement number and description of work, are to be furnished to the DISTRICT'S Purchasing Office prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the DISTRICT'S Purchasing Department before CONSULTANT will be allowed to commence or continue work. The Certificate of insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.

H. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to CONSULTANT'S insurer(s) and the DISTRICT'S Purchasing Department as soon as practicable after notice to the Insured.

6. **RESPONSIBILITIES OF THE CONSULTANT**

A. CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

B. If CONSULTANT is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

C. CONSULTANT warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for CONSULTANT), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award of this Agreement.

D. CONSULTANT shall perform its services in accordance with generally accepted industry standards and practices customarily utilized by competent consultant firms in effect at the time CONSULTANT'S services are rendered. CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct in Florida Statutes, Section 112.313, as it relates to work performed under this Agreement. CONSULTANT agrees to incorporate the provisions of this paragraph into any subcontract into which it might enter with reference to the work performed.

E. CONSULTANT shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof. The DISTRICT does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its projects, activities or services. CONSULTANT shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

F. CONSULTANT shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at CONSULTANT'S offices for inspection, audit, and copying during normal business hours by the DISTRICT, or any of its authorized representatives. Such records shall be retained for a minimum of three (3) years after completion of the services.

G. The CONSULTANT shall comply with Florida Statutes Section 20.055(5), and must incorporate in all subcontracts the obligation to comply with Florida Statutes Section 20.055(5).

H. The CONSULTANT shall perform all services in each mutually agreed upon Task Order.

7. **PUBLIC RECORDS LAW**

In accordance with Florida Statutes, Section 119.0701, consultant shall comply with all public records laws, and shall specifically:

A. Keep and maintain public records required by the DISTRICT to perform the service.

i) The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See http://dos.state.fl.us/library-archives/records-management/general-records-schedules/).

ii) "Public records" means and includes those items specified in Florida Statutes, Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the DISTRICT. CONSULTANT'S records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Agreement.

B. Upon request from the DISTRICT'S custodian of public records, provide the DISTRICT, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the DISTRICT, upon request, in a format compatible with the information technology systems of the DISTRICT.

C. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, if CONSULTANT does not transfer the records to the DISTRICT following completion of the Agreement, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.

D. Upon completion of the Agreement, transfer, at no cost, to the DISTRICT all public records in CONSULTANT'S possession or keep and maintain public records required by the DISTRICT to perform the service. If CONSULTANT transfers all public records to the DISTRICT upon completion of the Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon the completion of the Agreement, CONSULTANT shall meet all applicable requirements for retaining public records.

E. Failure of CONSULTANT to comply with these requirements shall be a material breach of this Agreement. Further, CONSULTANT may be subject to penalties under Florida Statutes, Section 119.10.

F. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, ENGLEWOOD WATER DISTRICT, 201 SELMA AVE, ENGLEWOOD, FL 34223, (941) 460-1003; E-MAIL: publicrecordrequests@ewdfl.com**

8. **OWNERSHIP AND USE OF DOCUMENTS**

It is understood and agreed that all the documents, or reproducible copies, developed by CONSULTANT in connection with its services, including but not limited to reports, designs, specifications, and data, shall be delivered to, and shall become the property of the DISTRICT as they are received by the DISTRICT and when CONSULTANT has been fully compensated as set forth herein. CONSULTANT may keep copies of all work products for its records. CONSULTANT hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the DISTRICT. Specific written authority is required from the Administrator for CONSULTANT to use any of the work products of this Agreement on any non-DISTRICT project. Notwithstanding the above, any reuse of the work products by the DISTRICT on other projects will be at the risk of the DISTRICT.

9. **TIMELY PERFORMANCE OF CONSULTANT'S PERSONNEL**

The timely performance and completion of the required services is vitally important to the interest of the DISTRICT. CONSULTANT shall assign a Project Manager, together with such other personnel as are necessary, to assure faithful prosecution and timely delivery of services pursuant to the requirements of this Agreement. CONSULTANT'S personnel assigned to perform the services of this Agreement shall comply with the information presented in the professional services response proposal made a part hereof by reference. CONSULTANT shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to CONSULTANT'S key personnel must sent to the DISTRICT'S Administrator, written approval before said changes or substitution can become effective.

A. The services to be rendered by CONSULTANT shall commence within one (1) calendar week of CONSULTANT'S receipt of written Notice to Proceed/Purchase Order from the DISTRICT.

B. CONSULTANT specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth, subject only to delays caused through no fault of CONSULTANT or the DISTRICT. Time is of the essence in the performance of this Agreement.

C. CONSULTANT agrees to provide to the DISTRICT'S Project Manager, monthly written progress reports concerning the status of the work. The DISTRICT'S Project Manager may determine the format for this progress report. The DISTRICT shall be entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by CONSULTANT.

D. In the event unreasonable delays occur on the part of the DISTRICT or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by CONSULTANT which delay any Project Schedule completion date, the DISTRICT shall not unreasonably withhold the granting of an extension of the Project Schedule time limitation equal to the aforementioned delay.

10. **RESPONSIBILITIES OF THE DISTRICT**

A. The DISTRICT'S Project Manager is designated to serve as project coordinator and to do all things necessary to properly administer the terms and conditions of this Agreement. If necessary, the DISTRICT may authorize a specific program manager to perform the responsibilities of the DISTRICT'S Project Manager. The DISTRICT shall designate any specific program manager in the Notice to Proceed. The responsibility of the DISTRICT'S Project Manager shall include:

i) Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by CONSULTANT, and render in writing, decisions pertaining thereto within a reasonable time.

ii) Transmission of instructions, receipt of information, interpretation and definition of the DISTRICT'S policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

iii) Review for approval or rejection all CONSULTANT'S documents and payment requests.

B. The DISTRICT shall, upon request, furnish CONSULTANT with all existing data, plans, studies and other information in the DISTRICT'S possession which may be useful in connection with the work of this Project, all of which shall be and remain the property of the DISTRICT and shall be returned to the DISTRICT'S Project Manager upon completion of the services to be performed by CONSULTANT.

C. The DISTRICT'S Project Manager shall conduct periodic reviews of the work of CONSULTANT necessary for the completion of CONSULTANT'S services during the period of this Agreement, and may make other DISTRICT personnel available, where required and necessary to assist CONSULTANT. The availability and necessity of said personnel to

assist CONSULTANT shall be determined solely within the discretion of the DISTRICT.

D. The DISTRICT shall not provide any services to CONSULTANT in connection with any claim brought on behalf of or against CONSULTANT.

11. **TERMINATION**

A. TERMINATION WITH OR WITHOUT CAUSE: The performance of work under this Agreement may be terminated with or without cause by the Administrator or designee in whole or in part or whenever the Administrator or his designee determines that termination is in the DISTRICT'S best interest. Any such termination shall be effected by the delivery to the CONSULTANT of a written notice of termination at least thirty (30) days before the date of termination, specifying the extent to which performance of the work under the Agreement is terminated and the date upon which such termination becomes effective. Except as otherwise directed, the CONSULTANT shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-contracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and sub-contracts; and settle all outstanding liabilities and claims. CONSULTANT will be paid only for such work performed and materials supplied up to the termination. Under no circumstances shall the DISTRICT make any payment to CONSULTANT for services that have not been performed or that are performed subsequent to the termination date.

B. Upon termination CONSULTANT shall deliver to the DISTRICT all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by CONSULTANT in connection with its services. The DISTRICT shall, upon receipt of the aforesaid documents, pay to CONSULTANT and CONSULTANT shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in subsequent Task Orders issued, plus (2) the percentage of the work completed in any commenced but uncompleted task, less (3) all previous payments made to CONSULTANT in accordance with Section 2 of this Agreement and any amounts withheld by the DISTRICT to settle claims against or to pay indebtedness of CONSULTANT in accordance with the provisions of this Agreement.

C. FUNDING IN SUBSEQUENT FISCAL YEARS: It is expressly understood by the DISTRICT and CONSULTANT that funding for any subsequent fiscal year of the Agreement is contingent upon appropriation of monies by the DISTRICT'S Board of Supervisors, and the continuing receipt of state of federal grant funding, if applicable. In the event that funds are not available or appropriated, the DISTRICT reserves the right to terminate Task Orders issued, in connection with this Agreement. The DISTRICT will be responsible for payment of any outstanding invoices and work completed by CONSULTANT prior to such termination.

D. In the event that CONSULTANT has abandoned performance under this Agreement, then the Administrator or designee may terminate this Agreement upon three (3) calendar days' written notice to CONSULTANT indicating its intention to do so. The written notice shall state the evidence indicating CONSULTANT'S abandonment.

E. CONSULTANT shall have the right to terminate services only in the event of the DISTRICT failing to pay CONSULTANT'S properly documented and submitted invoice within ninety (90) calendar days of the approval by the DISTRICT'S Project Manager, or if the project associated with an issued Task Order is suspended by the DISTRICT for a period greater than ninety (90) calendar days.

F. The Administrator or designee reserves the right to terminate and cancel this Agreement in the event CONSULTANT is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for CONSULTANT or an assignment is made for the benefit of creditors.

G. In the event CONSULTANT breaches this Agreement, the DISTRICT shall provide written notice of the breach and CONSULTANT shall have ten (10) calendar days from the date the notice is received to cure. If CONSULTANT fails

to cure to the DISTRICT'S satisfaction within the ten (10) calendar days, the Administrator or designee shall have the right to immediately terminate the Agreement and/or refuse to make any additional payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to CONSULTANT due to:

i) The quality of a portion or all of CONSULTANT'S work not being in accordance with the requirements of Task Orders issued in connection to this Agreement;

ii) The quantity of CONSULTANT'S work not being as represented in CONSULTANT'S Payment Request, or otherwise;

iii) CONSULTANT'S rate of progress being such that, in the DISTRICT'S opinion, substantial or final completion, or both, may be inexcusably delayed;

iv) CONSULTANT'S failure to use Agreement funds, previously paid to CONSULTANT by the DISTRICT, to pay CONSULTANT'S project related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;

v) Claims made, or likely to be made, against the DISTRICT or its property;

vi) Loss caused by CONSULTANT; or

vii) CONSULTANT'S failure or refusal to perform any of the obligations to the DISTRICT, after written notice and a reasonable opportunity to cure as set forth above.

12. **CHANGES IN SCOPE OF SERVICE**

Services beyond the Scope of Services which would increase or decrease compensation, time of performance or which are otherwise outside the level of effort contemplated by the Task Order, must have prior written approval of the Administrator or approval by the DISTRICT'S Board of Supervisors ("BOARD") as provided by this Agreement. All terms for the performance of such services must be agreed upon in a written document prior to any deviation from the terms herein, and when properly authorized and executed shall, become an Amendment to the Agreement.

In the event of a dispute between the Administrator and CONSULTANT arise over whether requested services constitute additional services and such dispute cannot be resolved by the Administrator and CONSULTANT, such dispute shall be promptly presented to the BOARD for resolution. The BOARD's decision shall be final and binding on the parties. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

13. **INDEPENDENT CONSULTANT**

CONSULTANT is and shall be, in the performance of all work services and activities under this Agreement, an independent Consultant and not an employee, agent or servant of the DISTRICT. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to CONSULTANT'S sole direction, supervision, and control. CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects CONSULTANT'S relationship and the relationship of its employees to the DISTRICT shall be that of an independent Consultant and not as employees or agents of the DISTRICT. CONSULTANT does not have the power or authority to bind the DISTRICT in any promise, agreement or representation other than as specifically provided for in this Agreement. CONSULTANT shall not pledge the DISTRICT'S credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

14. **WAIVER**

The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

15. **NO HIRE**

CONSULTANT shall not hire any DISTRICT employee associated with this project throughout the duration of the Agreement and for a period of one (1) year after completion.

16. **NOTICES**

Any notices, invoices, reports, or any other type of documentation required by this Agreement shall be sent by certified mail, return receipt requested, or via a recognized national courier service in a manner that provides for written or electronic record of delivery, to the addresses listed below:

CONSULTANT'S REPRESENTATIVE:
Contact name
Company
name Street
address City,
ST, Zip TEL:
EMAIL:

DISTRICT'S REPRESENTATIVE**:**
Keith Ledford, Jr., P.E., Administrator
Englewood Water District
201 Selma Ave
Englewood, FL 34223
TEL: 941.429.3217
Email: kledford@englewoodwater.com

17. **ATTORNEY'S FEES**

In any proceedings between the parties arising out of or related to this Agreement, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

18. **CONFLICTS**

In the event of any conflict between the provisions of this Agreement and RFQ No. 2025-142 or CONSULTANT'S response, which are made a part hereof by reference, the Agreement shall control.

19. **AMENDMENT**

No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. For any increase in the compensation for the services, the Administrator and the duly authorized representative for CONSULTANT shall agree in writing to this change. For all other changes, except as provided herein, the DISTRICT'S Administrator and CONSULTANT'S representative shall agree in writing to the change.

20. **ASSIGNMENT**

CONSULTANT shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the Administrator or designee, except that claims for the money due or to become due to CONSULTANT from the DISTRICT under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the DISTRICT. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the DISTRICT.

21. **CONSULTANT'S STAFF**

CONSULTANT will provide the key staff identified in their Response for the District's Project as long as said key staff are in CONSULTANT's employment. If Administrator or his designee desires to request removal of any of CONSULTANT's staff from a Project or Task Order, Administrator or his designee shall first meet with CONSULTANT and provide reasonable justification for said request.

22. **E-VERIFY COMPLIANCE NOTICE**

In accordance with Section 448.095, Florida Statutes, firms providing engineering services under this solicitation are hereby notified of the following requirements:

A. E-Verify Registration: Prior to entering into a contract, the awarded firm must be registered with the E-Verify system operated by the U.S. Department of Homeland Security.

B. Verification of Employment Eligibility: The firm must use E-Verify to confirm the employment eligibility of all newly hired employees assigned to perform work under the contract.

C. Affidavit Requirement: The awarded firm must submit an affidavit affirming that it does not employ, contract with, or subcontract with unauthorized aliens.

D. Subconsultant Compliance: Any subconsultants engaged by the awarded firm must also comply with E-Verify requirements and provide similar affidavits.

E. Documentation and Retention: The firm must retain documentation of E-Verify verification for each new hire for a minimum of three years and make such records available upon request.

F. Noncompliance Penalties: Failure to comply with these requirements may result in contract termination, ineligibility for future public contracts, and financial penalties as provided by law.

By submitting qualifications, the firm acknowledges awareness of and intent to comply with these statutory obligations upon award.

23. **SCRUTINIZED COMPANIES**

A. As required by Florida Statutes, Section 287.135(5), for contracts of $1,000,000 or less, the CONSULTANT shall certify on a form provide by the DISTRICT, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, Section 215.4725, and that it is not engaged in a boycott of Israel.

B. As required by Florida Statutes, Section 287.135(5), for contracts of $1,000,000.00 or more, the CONSULTANT shall certify on a form provided by the DISTRICT, that all of the following are true:

i) It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, Section 215.4725, and that it is not engaged in a boycott of Israel; and

ii) It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to Florida Statutes, Section 215.473; and

iii) It is not engaged in business operations in Cuba or Syria.

C. If the CONSULTANT provides a false certification, has been placed on one of the above-noted Lists of Scrutinized Companies, or has engaged in business operations in Cuba or Syria, the CONSULTANT will be in breach of this Agreement and the DISTRICT may terminate the Agreement.

D. PENALTY**:**

i) A CONSULTANT that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of $2 million or twice the amount of the Agreement, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and

ii) Shall be ineligible to bid on any contract with the DISTRICT for three (3) years after the date the DISTRICT determined that the CONSULTANT submitted a false certification.

24. **FORCE MAJEURE**

A. Should performance of any obligation created under this Agreement become illegal or impossible by reason of:

i) A strike or work stoppage, unless caused by a negligent act or omission of either Party;

ii) An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;

iii) An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;

iv) A declared emergency of the federal, state, or local government; or

v) Any other like event that is beyond the reasonable control of the non-performing party;

Then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided that:

vi) The non-performing party provides written notice within five (5) days of the event of *force majeure*, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Agreement;

vii) The excuse of performance is no greater in scope or duration than required by the event of *force majeure*;

viii) No obligations of either party that arose before the *force majeure* are excused as a result of the event of
6. force majeure; and

ix) The non-performing party uses all reasonable diligence to remedy its inability to perform.

B. Economic hardship of a party does not constitute an event of *force majeure.* A party will not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.

C. The non-performing party's affected obligations under this Agreement will be temporarily suspended during, but not longer than, the continuance of the event of *force majeure* and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance shall not be excused under this Section for a period exceeding two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term.

D. The term of the Agreement will be extended by a period equal to that during which the non-performing party's performance is suspended under this Section.

25. **TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement. The CONSULTANT further certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the contract or agreement are accurate, complete, and current as of the date of the Agreement. For the breach or violation of this provision, DISTRICT shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

26. **MISCELLANEOUS**

A. Authority to Execute Agreement. The signature by any person to this Agreement shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.

B. Binding Effect/Counterparts. By the signatures affixed hereto, the Parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.

C. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Charlotte County or Sarasota County, Florida and the United States District Court for the Middle District of Florida.

D. No Agency. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that no provision contained herein, or any acts of the Parties shall be deemed to create any relationship between them other than that as detailed herein.

E. Severability. In the event any court shall hold any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other party.

F. Complete Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.

G. Non-Discrimination. The DISTRICT does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities, or services. The CONSULTANT shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date stated in the preamble of the Agreement:

ATTEST: CONSULTANT

By: _____ By: _____

Name: _____ Name: _____

Title: _____

ATTEST: ENGLEWOOD WATER DISTRICT

By: _____ By: _____
Secretary to the Board Chair, Board of Supervisors

Approved as to Form and Legality

By:_ _____
Robert Berntsson, District's Attorney

SECTION 7: FEMA PROVISIONS

1. **DISPUTE RESOLUTION:**

1.1 In the event of a dispute or claim arising out of this Contract, the parties may agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.

1.2 In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

1.3 The venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract shall be in the state courts of Sarasota County, Florida, which shall have subject matter jurisdiction and personal jurisdiction over each of the parties to the Contract.

1.4 The parties agree to waive all rights to trial by jury for any litigation undertaken concerning this Contract.

1.5 This Contract and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

1.6 Unless otherwise agreed in writing, the CONSULTANT shall be required to continue its services and all other obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

2. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the CONSULTANT agrees as follows:

2.1 The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2.2 The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

2.3 The CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing,

or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT's legal duty to furnish information.

2.4 The CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONSULTANT's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

2.5 The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

2.6 The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

2.7 In the event of the CONSULTANT's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

2.8 The CONSULTANT will include paragraph 1 and the provisions of paragraphs 1.1 through 1.8 in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions of noncompliance: Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

3. MAINTENANCE OF RECORDS

3.1 The CONSULTANT will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices, and materials provided and performed pursuant to the requirements of this agreement. Said records and documentation will be retained by the CONSULTANT for a minimum of five (5) years from the date of termination of this agreement, or for such period is required by law.

3.2 The CONSULTANT shall provide when requested, access by the District, Federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

3.3 The CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3.4 The CONSULTANT agrees to provide the grant agency Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

3.5 The CONSULTANT shall retain all records associated with this solicitation and any agreements that are created in response to the solicitation for a period of no less than five (5) years after final payments and all other pending matters are closed.

3.6 The CONSULTANT and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the District deems necessary during the period of this agreement, and during the period as outlined in the paragraphs above; provided, however, such activities shall be conducted only during normal business hours of the CONSULTANT and at the expense of the District.

4. **CONTRACT WORK HOURS & SAFETY STANDARDS ACT (29 C.F.R. § 5.5 (b)(1)-(5)):**

4.1 Overtime requirements. No CONSULTANT 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.

4.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause outlined in paragraph (b)(1) of this section the CONSULTANT and any subcontractor responsible therefore shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such CONSULTANT and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or territory, to such District or 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 outlined in paragraph (b)(1) of this section, in the sum of $32 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 outlined in paragraph (b)(1) of this section.

4.3 Withholding for unpaid wages and liquidated damages.

4.3.1 Withholding Process. The District may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the CONSULTANT so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime CONSULTANT or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph 2.2 of this contract, any other Federal contract with the same prime CONSULTANT, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime CONSULTANT (as defined in § 5.2). The necessary funds may be withheld from the CONSULTANT under this contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime CONSULTANT, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the CONSULTANT liability for which the funds were withheld.

4.3.2 Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A CONSULTANT's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a CONSULTANT, or a CONSULTANT's bankruptcy estate;

(D) A CONSULTANT's assignee(s);

(E) A CONSULTANT's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4.4 Subcontracts. The CONSULTANT or Subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)1 through (5) of this section and clause requiring subcontractors to include these clauses in any lower tier subcontracts. The prime CONSULTANT is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)1 through (5). In the event of any violations of these clauses, the prime CONSULTANT, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

4.5 Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threated, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

4.5.1 Notifying any CONSULTANT of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

4.5.2 Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

4.5.3 Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

4.5.4 Informing any other person about their rights under CWHSSA or this part.

5. HOMELAND SECURITY ACQUISITION REGULATION CLASS DEVIATION 15-01 CLAUSES

"Safeguarding of Sensitive Information" and "Information Technology Security and Privacy Training" for existing and new contracts and solicitations that have a high risk of unauthorized access to or disclosure of sensitive information. HSAR Deviation 15-01 Rev 1 Safeguarding of CUI

6. CLEAN AIR ACT

6.1 The CONSULTANT agrees to comply with all applicable standards, orders, or regulations issued under the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6.2 The CONSULTANT agrees to report each violation to the District and the Regional Office of the Environmental Protection Agency and understands and agrees that the District and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to FEMA.

6.3 The CONSULTANT agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

7. FEDERAL WATER POLLUTION CONTROL ACT

7.1 The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

7.2 The CONSULTANT agrees to report each violation to the District and the Regional Office of the

Environmental Protection Agency and understands and agrees that the District and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to FEMA.

7.3 The CONSULTANT agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

8. SUSPENSION AND DEBARMENT

8.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONSULTANT is required to verify that none of the CONSULTANT, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935).

8.2 The CONSULTANT must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

8.3 This certification (see ATTACHMENT 9) is a material representation of fact relied upon by the awarded CONSULTANT. If it is later determined that the CONSULTANT did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

8.4 The CONSULTANT agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

8.5 If, at any point during the term of this contract, the CONSULTANT or any principals thereof are found to be on a federal or state debarment list, or if federal or state debarment action is initiated against the CONSULTANT or their principals during this time period, this contract shall be immediately rendered null and void.

8.6 If debarment action has been taken against any subcontractor, the CONSULTANT shall provide an alternative subcontractor within 10 days of notification. The debarred subcontractor may not work on the project.

9. BYRD ANTI-LOBBYING AMENDMENT

CONSULTANTS who apply or bid for an award of $100,000 or more shall file the required certification found at 44 C.F.R. Part 18, Appendix A. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

10. PROCUREMENT OF RECOVERED MATERIALS

10.1 In the performance of this contract, the CONSULTANT shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

10.2 Information about this requirement is available on the EPA'S Comprehensive Procurement Guidelines website, http://www.epa.gov/cpg/ The list of EPA- designate items is available at http://www.epa.gov/cpg/products/htm

10.3 The CONSULTANT also agrees to comply with all other applicable requirements of Section 6002 or the Solid Waste Disposal Act.

11. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the District wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

12. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216 prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, the District, as well as their CONSULTANTs and subcontractors, may not obligate or expend any federal award funds to:

12.1 Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

12.2 Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or

12.3 Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

13. DOMESTIC PREFERENCES FOR PROCUREMENTS

To the greatest extent practicable and consistent with law, the CONSULTANT should provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

14. ACCESS TO RECORDS

The CONSULTANT agrees to provide the District, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The CONSULTANT agrees to provide the FEMA Administrator or his authorized representatives access to construction

or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the (insert name of the recipient or subrecipient) and the CONSULTANT acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

15. DEPARTMENT OF HOMELAND (DHS) SECURITY SEAL, LOGO AND FLAGS

The District and CONSULTANT must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the contract. The CONSULTANT will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

17. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the recipient or subrecipient, CONSULTANT, or any other party pertaining to any matter resulting from the contract.

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The CONSULTANT acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONSULTANT's actions pertaining to this contract.

19. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISE, AND LABOR SURPLUS AREA FIRMS:

The CONSULTANT, if subcontracts are to be let, is required to take all necessary affirmative steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

19.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists.

19.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

19.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities or quantities to permit maximum participation by small and minority business, and women's business enterprises.

19.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

19.5 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

19.6 Requiring the prime CONSULTANT, if subcontracts are to be let, to take the affirmative steps listed in Section 22.

20. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT

The CONSULTANT grants to the DISTRICT, a paid up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the CONSULTANT will identify such data and grant to the DISTRICT or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the CONSULTANT will deliver to the DISTRICT data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the DISTRICT.

21. BUILD AMERICA, BUY AMERICA ACT (BABAA) FOR ARCHITECTURAL AND/OR ENGINEERING CONTRACTS

The CONSULTANT, subconsultants, and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117- 58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States.

22. PROVIDING GOOD, SAFE JOBS TO WORKERS

Pursuant to FEMA Information Bulletin No. 520, the CONSULTANT will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the CONSULTANT commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The CONSULTANT acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable.

23. BUY CLEAN

The DISTRICT encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, the DISTRICT encourages that the performance of this agreement includes considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.

24. CHANGES

Changes to any FEMA grant or federally funded cooperative agreement shall be in writing, executed by change order and the costs of any change, modification, change order or constructive change must be allowable, allocable and within the original scope of the FEMA grant or federal cooperative agreement. Changes should be reasonable and necessary for the completion of original project scope. Any changes must be permissible under state, local and federal laws. Any change recommended and accepted by both parties, in writing, will not be considered a contract breach. Modifications to alter the method, price, or schedule of the work for any reason shall be completed following the terms and provisions

of the associated contract documents. No changes to the contract documents or the performance provided shall be made unless the same are in writing and signed by both the CONSULTANT and the DISTRICT.

25. **SUBCONTRACTS**

The CONSULTANT must require compliance with all federal requirements of all subconsultants and subcontractors performing work under this Agreement, by including these federal requirements in all contracts with subconsultants and subcontractors.

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SECTION 8: FEDERAL CONTRACTING CLAUSES (2 CFR 200 APPENDIX II)

STANDARD FEDERAL TERMS AND CONDITIONS FOR ALL CONTRACTS WITH FEDERAL FUNDS

The following Federal Contracting Clauses will be fully incorporated by reference into this RFQ and any contract(s) awarded as a result of this RFQ, which are supported by federal funds, in whole or in part, during the life of the contract(s).

ACCESS TO RECORDS

1. Consultant agrees to provide the contracting entity, the grantor federal agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Consultant that are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. Consultant agrees to provide the foregoing parties or any of their authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

BUY USA - DOMESTIC PREFERENCE FOR PROCUREMENTS

1. Consultant should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this award.
2. For the purposes of this section:
   (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
   (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

1. Consultants who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.
2. Consultant language used for the Byrd Anti-Lobbying Certification can be found here.

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Consultant agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Title VI Solicitation Notice:

The District, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the District or the Federal agency to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the District or the Federal agency, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the non-discrimination provisions of this contract, the District will impose such contract sanctions as it or the Federal agency may determine to be appropriate, including, but not limited to:
    a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
    b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the District or the Federal agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant

becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the District to enter into any litigation to protect the interests of the District. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The federal agency's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

CLEAN AIR ACT AND WATER POLLUTIONS CONTROL ACT PROVISIONS

1. Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the federal Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. Consultant agrees to report each violation to the contracting entity and understands and agrees that the contracting entity will, in turn, report each violation as required to assure notification to the grantor federal agency and the appropriate Environmental Protection Agency Regional Office.
3. Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.
4. Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
5. Consultant agrees to report each violation to the contracting entity and understands and agrees that the contracting entity will, in turn, report each violation as required to assure notification to the grantor federal agency and the appropriate Environmental Protection Agency Regional Office.
6. Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (FOR ANY CONTRACTS IN EXCESS OF $100,000 WHEN LABORERS OR MECHANICS ARE USED)

1. *Overtime requirements:* No Consultant 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 a 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 a workweek.
2. *Violation: liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph 1 of this section, Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Consultant 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 in paragraph (1) of this section, in the sum of $10 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 in paragraph (1) of this section.
3. *Withholding for unpaid wages and liquidated damages.* The contracting entity 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 Consultant or subcontractor under any such contract or any other federal contract with the same prime Consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. *Subcontracts.* Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime Consultant shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

COPYRIGHT AND DATA RIGHTS (IF APPLICABLE)

1. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works.

2. Consultant grants to the contracting entity, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data.
3. For data required by the contract but not first produced in the performance of this contract, Consultant will identify such data and grant to the contracting entity or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract.
4. Upon or before the completion of this contract, Consultant will deliver to the contracting entity data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the contracting entity.

DISTRACTED DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

FEDERAL COMPLIANCE

Consultant acknowledges that federal funds will be used to fund all or a portion of the contract. Consultant will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives. This specifically includes, *but is not limited to*, all 2 CFR 200 requirements, and any American Rescue Plan Act (ARPA) requirements and guidance established by the United States Department of the Treasury for ARPA funding. It also includes any legal requirements applicable to the Bipartisan Infrastructure Law and Urban Area Security Initiative (UASI) funding.

FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

FOREIGN TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Consultant must provide immediate written notice to the Owner if the Offeror/Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subcontractors provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the federal agency may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the Federal Government.

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

3) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

4) The applicant represents that it is ( ) is not ( ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the District has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the federal agency, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (HUAWEI AND ZTE) (IF APPLICABLE)

Consultant is prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

   (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
   (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
   (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

PROCUREMENT OF RECOVERABLE MATERIALS

1. In the performance of this contract, Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   a. Competitively within a timeframe providing for compliance with the contract performance schedule;

   b. Meeting contract performance requirements; or
   c. At a reasonable price.
2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program
3. Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

PUBLICATIONS CLAUSE (FOR AMERICAN RESCUE PLAN ACT "ARPA" FUNDS)

Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (IF APPLICABLE)

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

SUSPENSION OR DEBARMENT

1. No contract will be awarded to a Consultant or any party that is debarred from working on federally funded projects, as listed on the government-wide exclusions list in the System for Award Management (SAM) at www.sam.gov, in accordance with the OMB guidelines at 2 C.F.R. Part 180.
2. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, Consultant is required to verify that none of Consultant's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
3. Consultant must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
4. This certification is a material representation of fact relied upon the contracting entity. If it is later determined that Consultant did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the contracting entity, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
5. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BOARD AGENDA ITEM SUMMARY 7h

MEETING DATE: April 9, 2026 **SUBJECT:** South WRF Rehab/Expansion Design

CATEGORY: ____ Consent ____ Discussion __X__ Action

CONTACT PERSON: Keith R. Ledford, Jr. **DEPT.:** Administration

ITEMS: South WRF Rehab/Expansion Design

PURPOSE / JUSTIFICATION: Pursuant to Florida Statutes 287.055 (CCNA), RFQ 2025-142 for Engineering Services for the South Water Reclamation Facility (WRF) Expansion and Improvements project was competitively solicited, and Kimley-Horn was selected and awarded Agreement No. 2025-142 as Engineer of Record (EOR).

Based on the 2021 Sewer Master Plan and updated populations growth estimates, EWD has determined the existing South WRF requires upgrades and a capacity expansion from the current 3.4 MGD annual average daily flow (AADF) capacity up to 5.0 MGD AADF. The upgrades and capacity expansion are necessary to meet anticipated changes to the FDEP effluent water quality limitations and to meet projected future customer demands. EWD has requested Kimley-Horn to plan, design, and permit the plant upgrades and capacity expansion. Kimley-Horn was also requested to assist EWD in procuring and evaluating the Construction Manager at Risk (CMAR) contractor for project delivery.

The approved FY26 CIP budget includes $5 million for the South WRF Upgrade Design project; however, additional funds would be needed to fully fund the design project. Staff has reviewed the scope of services and is requesting a budget amendment of an additional $6 million and approval to allow project design to commence.

FISCAL IMPACT: 625675-600-250 – South WRF Expansion Design **Budget Resolution Required:** _X_ yes __no

Amount Budgeted:	$	5,000,000.00
Additional Funds Requested:	$	6,000,000.00
Year to Date Expenditure:	$	0.00
Open POs	$	0.00
Expenditure Required:	$	10.991,969.90
Remaining in Budget:	$	8,030.10

MOTION:

1. To approve a budget amendment to the FY26 CIP budget in the amount of $6,000,000 for the South WRF Expansion Design Project.
2. To approve and authorize the Administrator to sign Task Order 2025-142-02 for engineering services related to the South WRF Expansion Design project in the amount of $10,991,9696.90.

Prepared By: Ashley Aguiar **Date:** April 1, 2026

Approvals:

_____ Administrator _____ Finance _____ Operations

ACTION TAKEN BY BOARD: _____ Denied _____ Approved / Resolution No: _____

Attachments: 1. EWD South WRF Upgrades TO 2025-142-02; 2. RFQ 2025-142 – Kimley-Horn – Executed (Electronic Only); 3. RFQ 2025-142 – 9.9.25 BLW – FINAL (Electronic Only)

ENGLEWOOD WATER DISTRICT

**SOUTH WATER RECLAMATION FACILITY (WRF)
UPGRADES AND EXPANSION**

**TASK ORDER 2025-142-02
SCOPE OF SERVICES**

Describing a specific agreement between Kimley-Horn and Associates, Inc. ("Consultant") and Englewood Water District ("EWD") in accordance with the terms of the Engineering Services for South Water Reclamation Facility (WRF) Expansion and Improvements, Agreement No. 2025-142 dated December 19th, 2025.

PROJECT DESCRIPTION

Based on the 2021 Sewer Master Plan and updated population growth estimates, the EWD has determined the existing South WRF requires upgrades and a capacity expansion from the current 3.4 MGD annual average daily flow (AADF) capacity up to 5.0 MGD AADF. The upgrades and capacity expansion are necessary to meet anticipated changes to the FDEP effluent water quality limitations and to meet projected future customer demands. EWD has requested the Consultant to plan, design, and permit the plant upgrades and capacity expansion. The EWD intends to use a Construction Manager at Risk (CMAR) for project delivery. The Consultant was also requested to assist the EWD in procuring and evaluating the CMAR contractor.

The South WRF currently consists of a new headworks, four DAVCO packaged treatment plants with clarifiers, cloth media disk filtration, gas disinfection system, a chlorine contact basin, and a centrifuge dewatering system. Onsite storage consists of two lined reject storage ponds (volumes 1.2-MG, and 4.0-MG), one 3.6-MG reclaimed water storage pond, one 1.0-MG reclaimed water storage tank, and one 220-MG (permitted storage) aquifer storage and recovery (ASR) well. The DAVCO plants incorporate an extended aeration treatment process with clarification to produce domestic reclaimed water for customers in the EWD service area.

The capacity expansion will be accomplished by constructing a new 5.0 MGD AADF capacity treatment plant adjacent to the existing treatment plant. Once the new treatment plant has been constructed and placed into service, the existing DAVCO treatment facility will be demolished. The project will be designed and constructed in multiple phases. The first design phase will be early electrical improvements that will be performed under a separate contract. The next design phase, which will be performed concurrently with the early electrical improvements, will be performed under this contract. The design scope will cover planning, design, permitting, and CMAR coordination for the full 5.0 MGD AADF new treatment facility. The design plans will allow for construction to be performed in two or more phases.

The new 5.0 MGD AADF treatment facility is anticipated to include the following improvements and components:

- Reject Storage. The existing reject ponds will be relocated, consolidated, relined and expanded to accommodate the plant expansion.
- Preliminary Treatment. The existing screen structure and additional channel will be modified to accommodate a new Hydro-dyne center flow screen. Dissolved air flotation may be used to assist with oil and grease removal.
- Equalization Storage. Two new concrete equalization storage basins with mixing, aeration, and a transfer pump station.
- Biological Treatment. The biological treatment systems capable of providing advanced wastewater treatment (AWT) to meet effluent nutrient limits of 5/5/3/1 (5 mg/L biological oxygen demand (BOD), 5 mg/L total suspended solids (TSS), 3 mg/L total nitrogen (TN), and 1 mg/L total phosphorous (TP)). The system will include multiple process trains for operational flexibility and redundancy.
- Tertiary Treatment. The new treatment facility will incorporate either clarifiers and filters or membrane filtration for tertiary treatment. If clarifiers and filters are selected during the planning phase, the design will include three clarifiers and filters. If membrane filtration is selected, the design will include membrane cassettes, permeate pumps, membrane feed pumps, and other ancillary equipment for a completed membrane filtration system. Both options will include return activated sludge and waste activated sludge pumps and piping.
- Disinfection. The existing gas disinfection system will be converted to liquid sodium hypochlorite. The design will include a covered storage area, additional storage tanks with spill containment, new metering pumps, tubing and piping to the chlorine contact basin.
- Chlorine Contact Basin. A new chlorine contact basin sized per the Florida Administrative Code.
- Sludge Holding. New sludge holding tanks with aeration, mixing and sludge transfer equipment.
- Dewatering. New dewatering building, dewatering equipment, and dewatered sludge transfer and conveyance for a complete dewatering system.
- Yard Piping. Yard piping modifications for the existing plants and new piping needed to support improvements.
- Electrical, I&C, and SCADA Improvements. Required power, electrical, and I&C and SCADA improvements needed to support plant upgrades and expansion.
- Site Civil. Driveways, drainage, grading, stormwater treatment, landscaping, irrigation, site lighting, security, fencing, and new entrance features, as needed.

- On-site Buildings. The following on-site buildings (including mechanical, electrical, plumbing and fire protection) are included in the project:
  - Administration Building. An administration building with offices, meeting areas, laboratory, with a catwalk to the biological process trains.
  - Dewatering Building. Utilizing the existing dewatering building or a new dewatering building with new dewatering equipment.
  - Transfer Electrical Building. An electrical building is anticipated to be needed to transfer electrical power to the dewatering building area.
  - Blower Building. This building will be needed to house the blowers and supporting electrical for the treatment processes and sludge holding tanks.
  - Existing Buildings. No design changes are anticipated as part of this scope unless noted above.
- Decommissioning and Demolition. All components not being reused will be decommissioned and demolished as needed. No

SCOPE OF SERVICES

The following services will be provided under this agreement. Construction phase services are not included but will be performed under a separate contract.

TASK 1.0 PROJECT MANAGEMENT

The Consultant will provide project management, administration, project accounting, general coordination, and quality management services for the duration of the project.

1.1 Project Kickoff Meeting. The Consultant will coordinate and conduct a kickoff meeting with the EWD. Project objectives, schedule, communication methods, and project information will be discussed. The Consultant will prepare an agenda, sign-in sheet, and meeting notes and will provide to EWD.

1.2 Project Design Schedule. The Consultant will prepare a project schedule to accompany the Project Kickoff Meeting. The Consultant will maintain the schedule and update the schedule at 30%, 60%, 90%, and 100% project milestones as defined herein the Scope of Services. The Consultant will participate in schedule review meetings and update the schedule resulting from meeting discussions.

1.3 Bi-Weekly Project Update Meetings. The Consultant will conduct a bi-weekly progress update meeting in person or by Teams with EWD's project manager. The meetings are expected to be 1 hour each in duration. The project design is anticipated to take 24 months. The Consultant will prepare an agenda, sign-in sheet, and meeting notes and will provide to EWD.

1.4 Internal Work Plan Reviews. The Consultant and sub-consultants will conduct weekly internal work plan reviews and progress meetings to ensure project

schedule and budget are being met. Internal work plan meetings will be conducted weekly for the anticipated 24-month project duration.

1.5 Design Evolution Log. Consultant will develop and maintain a Design Evolution Log as described in the *Water and Wastewater Collaborative Delivery Handbook, Sixth Edition*. The Design Evolution Log is a record of formal owner comments made during reviews and responses to the comments.

1.6 Monthly Invoices. The Consultant will prepare monthly invoices for services rendered each month.

TASK 2.0 SUB-CONSULTANT COORDINATION

The Consultant will execute agreements and contract directly with electrical, architectural, geotechnical, and survey sub-consultants that will be responsible for associated design. The Consultant will provide sub-consultant coordination and sub-consultant invoicing.

2.1 Electrical. The Consultant will contract directly with an Electrical Sub-Consultant (Gamboa Engineers) that will be responsible for performing the electrical design as described in Attachment A. The Electrical Sub-Consultant will provide electrical, instrumentation and controls (I&C) and SCADA integration design for the Project.

2.2 Architectural. The Consultant will contract directly with an Architectural Sub-Consultant (Architectural Studio) for the architectural design as described in Attachment B. The Architectural Sub-Consultant will prepare construction drawings for the architectural work of the administration and dewatering building.

2.3 Geotechnical. The Consultant will contract directly with a Geotechnical Sub-Consultant (Tierra Inc.) for the geotechnical bores on the WRF site in support of the Project as described in Attachment C. The Geotechnical Sub-Consultant shall perform a subsurface investigation consisting of up to 56 Standard Penetration Test (SPT) borings ranging in depth from 30 to 100 feet below the ground surface in general proximity of the proposed structures. The Geotechnical Sub-Consultant will complete laboratory testing and record groundwater levels and prepare a geotechnical report.

2.4 Survey and SUE. The Consultant will contract directly with a Survey Sub-Consultant (T2 Utility Engineers) for the survey and SUE on the WRF site in support of the Project as described in Attachment D. The Survey Sub-Consultant will perform a boundary survey of the entire site and topographic survey for the “Project Area” (area directly impacted by the project). The Survey Sub-Consultant will complete up to 50 Quality Level A test holes.

TASK 3.0 PRELIMINARY ENGINEERING AND DESIGN

The Consultant will collect data, establish sampling plan, baseline criteria and goals, coordinate external plant site visits and prepare a preliminary design report for the WRF.

3.1 Data Collection and Sampling Plan. The Consultant will develop a Data Needs list and data Sampling Plan for collection and evaluation needs. The sampling data will be used to support the biological process modeling and design. The Consultant will

work with EWD staff to provide technical support, as required, in collecting field data.

3.2 Site Visits. The Consultant will coordinate and attend up to 10 days of off-site visits for the EWD staff at various wastewater treatment facilities. The objective of these visits is to observe treatment equipment and processes for potential use by the EWD.

3.3 Facility Plan. The Consultant will develop a Facility Plan for the WRF to define the baseline criteria of the existing and future treatment goals. The Plan will incorporate and update the most recent forecasted growth projections and influent flows and loadings. The Consultant will work with the EWD to establish current and potential future regulatory requirements and define design criteria goals. The Consultant will prepare for and conduct an initial workshop with EWD to discuss details to include with each alternative to be evaluated. Items to review during the workshop include biological and process treatment alternatives, preferred site layouts, site access, occupied building alternatives, electrical building alternatives, and biosolids/dewatering system alternatives.

Based on the initial workshop discussions, the Consultant will prepare a draft alternatives evaluation summary report and site schematics that will include process treatment and capacity expansion alternatives. The following details will be included in the report.

- Waste stream characterization
- Influent loadings
- Alternatives evaluation
- Process Flow Diagram
- Site schematic
- Electrical and SCADA system narratives
- Cyber and site security system narrative
- Cost opinion

The summary report will be prepared in a format suitable for inclusion in a FDEP SRF planning document. The Consultant will submit the draft alternatives evaluation report for the EWD's review. The Consultant will prepare for and conduct a second workshop with EWD staff to discuss the draft alternatives evaluation and receive comments. After the meeting, the report will be finalized. The final alternatives report deliverable will include the selected WRF Facility Plan.

3.4 Biological and Hydraulic Modeling. The Consultant will build a process model and hydraulic model from the data collected. The process model will be developed using BioWin^{TM} software and the steady-state model calibration will be performed based on Water Environment Research Foundation (WERF) methods. The modeling results will develop process treatment and capacity alternatives designed to meet the goals established as part of the Facility Plan. The following scenarios will be established:

- Two 2.5 MGD process trains (total of 5.0 MGD) with conventional secondary

treatment (clarification and filtration) and surface aeration.

- Two 2.5 MGD process trains (total of 5.0 MGD) with conventional secondary treatment (clarification and filtration) and diffused aeration.

Each scenario will include an evaluation of applicable technologies for the following alternatives, as applicable:

- Side-stream or no flow equalization
- 4-stage Bardenpho biological treatment
- 5-stage Bardenpho biological treatment
- Aeration/biological treatment process controls
- Flow splitting to clarifiers or membrane tanks
- Aerobic granular sludge technology
- RAS/WAS pump stations
- RAS to headworks
- Tertiary filtration (up to 3 alternatives, listed below)
  - Membranes
  - Disc or Cloth Filters
  - Deep Bed Filters
- Disinfection
- Biosolids digestion/Sludge holding and dewatering system alternatives (up to 4 alternatives)

The results of the modeling will be incorporated into the Facility Plan.

3.5 Preliminary Design Report (PDR). The Consultant will develop a PDR in conformance with FDEP Rule 62-620 guidelines. The PDR will include basic design assumptions, process calculations, conceptual site plan, electrical requirements, descriptions and sizing of major equipment components, and general equipment configuration.

The Consultant will conduct a workshop with the EWD to review/discuss. The Consultant will finalize the PDR based on comments received during the workshop and submit the final PDR to the EWD for final review and acceptance.

TASK 4.0 DESIGN

The Consultant will prepare 30%, 60% and 90% design plans and 100%/final construction or bid plans and technical specifications for the project.

4.1 30% Design. The Consultant will prepare 30% design plans for the Project. The following specific elements will be provided in the 30% design submittal:

- Site/Civil - Preliminary Site Plan and Hydraulic profile.

- Process/Mechanical - Selection of specific process equipment, Process Flow Diagram (PFD) and Selected Process & Instrumentation Diagrams (P&IDs at block level).
- Electrical/I&C - Conceptual one-line diagrams, major electrical load lists and SCADA/control system architecture.

The Consultant will conduct a 30% design review meeting with EWD.

4.2 60% Design. The Consultant will incorporate comments received from the 30% Design Review Meeting to prepare 60% design plans for the Project. The 60% design will include electrical, I&C, structural, mechanical and HVAC. The design submittal will include technical specifications table of contents, design plans, and architectural conceptual drawings. The following specific elements will be provided in the 60% design submittal:

- Civil / Site - Detailed site plan, grading, drainage and erosion control plans, yard piping plans and profiles, and hydraulic calculations.
- Process / Mechanical - Updated PFDs, approximately 60% complete P&IDs, equipment layouts and clearances, draft equipment data sheets, and mechanical schedules.
- Structural - 60% structural plans, foundation sizing, major sections, and details.
- Electrical / I&C - Updated one-line diagrams, power distribution layouts, I&C architecture diagrams, draft instrument index, and outline-level control narratives.
- Architectural Conceptual Plans.
- Environmental / Permitting - Draft permit applications and agency review comments/responses if early submittals are allowed.
- Specifications - Table of Contents.

The Consultant will conduct a 60% design review meeting with EWD.

4.3 90% Design. The Consultant will incorporate comments received from the 60% Design Review Meeting to prepare 90% design plans for the Project. The following specific elements will be provided in the 90% design submittal:

- Civil / Site - Site plans, grading, drainage, yard piping, and erosion and sediment control plans.
- Process / Mechanical - PFDs and P&IDs, equipment layouts, equipment data sheets, piping plans, sections, details, and mechanical schedules.
- Structural - Structural drawings and separately issued final calculations.
- Electrical / I&C - Power and lighting plans, conduit and cable schedules, instrument index, control narratives, and SCADA integration details.
- Architectural - Architectural plans, details, door, finish, and equipment schedules.

- Environmental / Permitting - Permit submittals if not already submitted or approved and regulatory compliance checklist.
- Specifications - Draft Technical Specifications.

The Consultant will conduct a 90% design review meeting with EWD.

4.4 100%/Final Design. The Consultant will incorporate comments received from the 90% Design Review Meeting to prepare final design and Construction Plans and Technical Specifications for the Project. The following specific elements will be provided in the final design submittal:

- Civil / Site - Final site, grading, drainage, yard piping, and erosion and sediment control plans.
- Process / Mechanical - Final PFDs and P&IDs, equipment layouts, equipment data sheets, piping plans, sections, details, and mechanical schedules.
- Structural - Final structural drawings and separately issued final calculations.
- Electrical / I&C - Final power and lighting plans, conduit and cable schedules, instrument index, control narratives, and SCADA integration details.
- Architectural - Final architectural plans, details, door, finish, and equipment schedules.
- Environmental / Permitting - Final permit submittals if not already approved and regulatory compliance checklist.
- Specifications - Final Technical Specifications.

TASK 5.0 PERMITTING

The Consultant will prepare permit application packages and respond to information requests for the following permits. The EWD is responsible for paying all permitting application fees.

5.1 Charlotte County Permitting. The Consultant will prepare the pre-application meeting, application and up to two Requests for Additional Information from Charlotte County.

5.2 FDEP Wastewater Permit. The Consultant will coordinate a pre-application meeting with FDEP during the preliminary engineering phase. The Consultant will prepare the application and up to two Requests for Additional Information (RAI) from FDEP. The Consultant will attend up to one onsite meeting with the permitting agency.

5.3 FDEP Permitting. The Consultant will prepare supporting documentation including Section C of the Environmental Resource Package (ERP) application and associated environmental narrative for the project site. If wetlands are located within the construction footprint, the Consultant will prepare wetland impact tables and

figures depicting the limits of wetland impacts. The Consultant will attend one pre-application meeting with the FDEP prior to submitting the environmental permitting documentation. After this meeting the Consultant will prepare and submit the ERP permit application package to the FDEP, attend one site visit to verify wetland line and respond to up to two Requests for Additional Information from the FDEP.

EWD will be responsible for signing all necessary application forms and all mitigation and application fees associated with the permit application shall be paid by EWD.

The Consultant does not guarantee the issuance of permits or approvals. If permits are issued for this project, the conditions and expiration dates are the sole responsibility of EWD. The Consultant is not responsible for extending time-limited entitlements or permits. The Consultant can provide hourly additional services to file for extensions, if applicable, provided the EWD issues a direct written request for each requested entitlement, prior to the dates of expiration. The following deliverables will be provided:

- Section C and Environmental Narrative for submittal to FDEP
- Impact Plans for submittal to FDEP
- Draft Environmental Resource Permit submittal to Client
- Environmental Resource Permit submittal to FDEP
- ERP Request for Additional Information #1
- ERP Request for Additional Information #2 (If required)

TASK 6.0 CMAR SOLICITATION PHASE SERVICES

The Consultant will assist the EWD with CMAR advertisement and solicitation phase.

6.1 CMAR Solicitation Package. The Consultant will assist EWD with solicitation packages preparation by coordinating preliminary plans to be included in the EWD's request for qualifications (RFQ) package.

6.2 Pre-Proposal Meeting. The Consultant will participate in one pre-proposal meeting as the EWD's engineering representative. The EWD will be responsible for coordinating, scheduling, and administering the pre-proposal meeting.

6.3 RFQ RFIs. The Consultant will provide solicitation assistance and will respond to CMAR's Requests for Information (RFI) and assist with the issuance of all addenda with respect to the project.

6.4 CMAR Proposal Review. The Consultant will compile CMAR proposals received and evaluate general compliance with RFQ documents. The Consultant will provide a summary and evaluation.

6.5 CMAR Selection Meetings. The Consultant will attend the CMAR selection meetings and presentations. The Consultant will not participate as a voting member of the selection committee and CMAR selection is not included as part of this scope.

TASK 7.0 CMAR PRE-CONSTRUCTION COORDINATION

After the CMAR is selected and under contractual obligation to the EWD, the Consultant will work with the CMAR contractor throughout design to get input on design, constructability, and maintenance of plant operations (MOPO). The Consultant will submit 30%, 60%, 90%, and 100%/final plans to the CMAR Contractor for formal review and comments. The Consultant will conduct design review workshops with the Owner and CMAR Contractor to review and discuss comments. Comments received during the review workshops will be incorporated in the next submittal. The Consultant will meet with the CMAR weekly for design project coordination and deliverables for the 18-month anticipated pre-construction project duration. The CMAR is anticipated to be under contract by or before Consultant completes the 30% design.

TASK 8.0 FUNDING SUPPORT SERVICES

The Consultant will implement targeted strategies to assist EWD in securing funding for its priority wastewater infrastructure and reclaimed water projects. This process involves organizing internal meetings with the engineering team, EWD's project managers, and relevant staff, when necessary.

8.1 Projects and Priority Assessments. The Consultant will systematically categorize projects by urgency, distinguishing between short-term and long-term initiatives. Additional factors such as readiness to proceed, current design status, and other pertinent details will be considered, enabling The Consultant to make informed assumptions and appropriately match projects with suitable funding sources. A minimum of four meetings with EWD staff and four meetings with the Consultant's engineering team will be held to facilitate thorough projects assessment and timelines.

8.2 Funding Identification. The Consultant will conduct comprehensive research across multiple Federal and State government databases, as well as non-governmental sources, to identify funding opportunities that align with EWD's projects. The Consultant will compile findings into a report featuring up to six potential funding sources, offering a diverse range of options. The report will include detailed information such as the grant program name, critical dates, cost-share requirements, and grant program priorities. These preliminary programs will be presented to EWD in a virtual meeting. It is important to note that further research will be required beyond the scope of this task to confirm project alignment with a selected funding source once a grant program's Notice of Funding Opportunity is announced.

8.3 Projects' Alignment with Funding Opportunities. The Consultant will evaluate whether each grant program is well-suited to the EWD's intended projects. This evaluation will focus on specific eligibility criteria, mandatory matching requirements, program priority areas, project locations, and the extent of required compliance measures. Throughout this task, EWD staff will collaborate with the Consultant to clarify project-specific details, as needed.

8.4 Development of Grant Proposals. The Consultant will undertake the following activities to develop two grant proposals:

- Draft comprehensive narratives for grant applications in coordination with EWD staff.
- Prepare all supplemental documents necessary for the application, including maps, charts, budget worksheets, and diagrams to illustrate data or support the project.
- Collaborate with stakeholders to secure support letters or other documentation required to strengthen the grant request.
- Assemble and complete the grant application with all required documents.
- Submit, or work with EWD staff to submit, the grant application to the appropriate funding agency or organization.

During this stage, it is crucial for the Consultant to fully understand the project's objectives and goals. Final agreement on these elements will be reached before proceeding with the proposal. Given the time-sensitive nature of grant applications, preparation timelines will be discussed and agreed upon by both EWD and Consultant for each grant application prior to authorization.

The Consultant will work closely with EWD staff to ensure the grant application is submitted in accordance with the specific requirements of the grant program. After submission, the Consultant will monitor the agency or organization's evaluation process and provide updates to EWD regarding award notifications.

TASK 9.0 ENVIRONMENTAL SERVICES

The Consultant will provide the following services in support of the Project.

9.1 Natural Resource Assessment with Wetland Delineation Due Diligence. The Consultant will conduct a Natural Resource Assessment for the "Project Area" (area impacted by the Project) to identify wetlands and surface waters and upland habitats (including potential sensitive habitats) on-site and will evaluate the potential for usage by protected species. In preparing this assessment, the Consultant will conduct the following tasks:

- Review readily available natural resource documentation, previous environmental studies (provided by EWD, if available), existing permits (if available) and protected species information;
- Request and review information from the US Fish and Wildlife Service (USFWS), Florida Natural Areas Inventory (FNAI) and the Florida Fish and Wildlife Conservation Commission (FWC) regarding known occurrences of protected species on and near the subject property;
- Request and review information from the State Historic Preservation Officer (SHPO) regarding historic and archaeological resources;
- Review the Flood Insurance Rate Map (FIRM) to determine if the project is

within the 100-year floodplain;

- Review readily available historic aerials; and
- Conduct site reconnaissance.

At the time of the site visit the Consultant will delineate the extents of on-site wetlands and/or surface waters (or determine top of bank is the jurisdiction for surface waters) in accordance with the State unified wetland delineation methodologies described in Chapter 62-340, Florida Administrative Code (FAC) and the US Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual and regional supplement. It is assumed that the site visit will require up to two (2) days in the field. The Consultant will collect field data to make a preliminary evaluation as to whether the on-site wetlands and/or surface waters are isolated or considered jurisdictional to USACE. This task does not include coordination with a professional land surveyor for locating the delineated wetland flags.

Following the site visit and database review, a Technical Memorandum will be prepared summarizing findings, permit requirements if development proceeds on this site and additional surveys or evaluations required, if applicable. These additional services could include wetland permitting, specific protected species surveys, archaeological or historical surveys, etc. The following maps will be prepared:

- Location Map.
- USGS Quad Map.
- NRCS Soils Map.
- Land Cover Map classifying the habitats on-site based on the Florida Land Use, Cover, and Forms Classification System (FLUCFCS) and showing approximate acreage of each land cover. The acreage of upland and wetland habitats shown will be approximate based on aerial interpretation and field reconnaissance.
- Protected Species Map (if applicable).
- FEMA FIRM Map.

This task is a due diligence level review and does not include detailed species-specific surveys; it does include a general wildlife survey conducted during the site visit. If during this investigation it is determined that additional field surveys are required to meet the state and federal survey protocol, EWD will be notified and a cost for the additional survey will be prepared. Preliminary evaluation of the limits of wetlands and surface waters are for estimation purposes and are subject to verification by the applicable regulatory agencies.

SERVICES NOT INCLUDED

Any other services, including but not limited to the following, are not included in this Agreement:

- Engineering construction phase services.
- Material procurement and equipment coordination.

METHOD OF COMPENSATION

The Consultant will perform the services in Tasks 1 - 9 for the total lump sum fee below. All permitting, application, and similar project fees will be paid directly by the EWD.

Task Number	Task Name	Fee
1.0	Project Management	$ 622,042.00
2.0	Sub-Consultant Coordination	$ 571,930.90
3.0	Preliminary Engineering	$ 811,138.00
4.0	Design	$ 8,236,777.00
5.0	Permitting	$ 113,310.00
6.0	CMAR Solicitation Services	$ 104,980.00
7.0	CMAR Pre-Construction Coordination	$ 413,648.00
8.0	Funding Support Services	$ 82,576.00
9.0	Environmental Services	$ 35,568.00
	Total	**$ 10,991,969.90**

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

Payment will be issued in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

ACCEPTED:

CLIENT:	CONSULTANT:
ENGLEWOOD WATER DISTRICT	KIMLEY-HORN AND ASSOCIATES, INC.
Signed:_____	Signed: _____
Printed Name: Keith R. Ledford, Jr., P.E.	Printed Name: M. Lewis Bryant, P.E.
Title: Administrator	Title: Senior Vice President
Date:_____	Date: _____

ATTACHMENT A - HOURLY FEE SCHEDULE

Project Name: Englewood Water District S WRF Upgrades and Expansion
Date Prepared: 3/6/2026 (Rev. 4/6/2026)

Task # / Subtask ID / Number	Task Name / Subtask Name/Description	WW Chief Eng 358.0	WW Sr PM 325.0	WW Sr Prof 310.0	WW Prof II 230.0	WW Prof I 185.0	WW EIT II 155.0	WW EIT I 130.0	WW Designer 150.0	WW Eng Tech 165.0	WW Drafter/ CO 136.0	Civil Sr Prof 310.0	Civil Prof II 230.0	Civil Designer 150.0	Structural Chief Eng 358.0	Structural Prof I 185.0	Structural EIT II 155.0	Structural PM 260.0	Structural Sr Prof 310.0	Structural Prof I 185.0	Structural EIT II 155.0	Structural Sr Designer 185.0	HVAC PM 260.0	HVAC Prof I 185.0	HVAC EIT I 130.0	Funding PM 260.0	Funding Tech 165.0	Env Prof I 185.0	Env Tech 165.0	Project Const. Inspector 190.0	Project Accountant 137.0	Project Admin/ Support Staff 117.0	Labor Total	Electrical Subconsultant Cost	Architectural Subconsultant Cost	Geotechnical Subconsultant Cost	Survey & SUE Subconsultant Cost	Total Fee
1.0	**PROJECT MANAGEMENT**																																						
1.1	Project Kickoff Meeting	2	2	2	2	6	2	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			24	$ 10,868.00	$ 1,680				$ 12,548.00
1.2	Project Design Schedule		80			92						8			12								8					2			2	$ 52,480.00					$ 52,480.00
1.3	Bi-Weekly Progress Meetings		80	12	24	48	12		12			12																2			$ 51,774.00	$ 43,680				$ 95,454.00
1.4	Work Plan Reviews		144			80	192	192	192			48	48	48	48	48	48	24	24	24	24	12	48	48	48	24	12	12	24	8			$ 279,324.00	$ 21,840				$ 301,164.00
1.5	Monthly Invoicing (24 months)		48															12													96	48	$ 37,488.00					$ 37,488.00
1.6	Design Evolution Log	8	96			160	96	192					24					24					24								12	$ 122,908.00					$ 122,908.00
																																	$ -					$ -
	Subtotal (Hours)	10	450	14	26	386	302	386	205	1	1	69	73	49	61	49	49	61	25	25	25	13	81	49	49	25	13	14	24	8	98	86						
	Subtotal (Dollars)	$3,580	$146,250	$4,340	$5,980	$71,410	$46,810	$50,180	$30,750	$165	$136	$21,390	$16,790	$7,350	$21,838	$9,065	$7,595	$15,860	$7,750	$4,625	$3,875	$2,405	$21,060	$9,065	$6,370	$6,500	$2,145	$2,590	$3,960	$1,520	$13,426	$10,062	$ 554,842.00	$ 67,200.00	$ -	$ -	$ -	$ 622,042.00
2.0	**SUB-CONSULTANT COORDINATION**																																						
2.1	Electrical		96	24		156												8					4			4	4				48	4	$ 79,364.00					$ 79,364.00
2.2	Architectural		48			24												8					8								48	4	$ 31,244.00					$ 31,244.00
2.3	Geotechnical		24			24									12			8													36	4	$ 24,016.00			$ 232,100.90		$ 256,116.90
2.4	Survey & SUE		24			48	48	12																				2	2		36		$ 31,312.00				$ 173,894.00	$ 205,206.00
																																	$ -					$ -
	Subtotal (Hours)	0	192	24	0	252	48	12	0	0	0	0	0	0	12	0	0	24	0	0	0	0	12	0	0	4	4	2	2	0	168	12						
	Subtotal (Dollars)	$0	$62,400	$7,440	$0	$46,620	$7,440	$1,560	$0	$0	$0	$0	$0	$0	$4,296	$0	$0	$6,240	$0	$0	$0	$0	$3,120	$0	$0	$1,040	$660	$370	$330	$0	$23,016	$1,404	$ 165,936.00	$ -	$ -	$ 232,100.90	$ 173,894.00	$ 571,930.90
3.0	**PRELIMINARY ENGINEERING**																																						
3.1	Data Collection and Sampling Plan	8	40	24	80	136	50	12																						4	$ 76,642.00					$ 76,642.00
3.2	Site Visits (up to 10)	40	80			36	36	36	18		18																			10	$ 63,558.00					$ 63,558.00
3.3	Facility Plan	8	36		80	160	80	160	48						8	2	12	8	2	12	16	4						6		8	$ 118,244.00					$ 118,244.00
3.4	Biological and Hydraulic Modeling	2	48	110	60	110	80	20																							$ 99,566.00					$ 99,566.00
3.5	Preliminary Design Report	12	70		340	544	680		408						8	4	12	8	4	12	16	2						4		24	$ 389,888.00	$ 63,240.00				$ 453,128.00
																															$ -					$ -
	Subtotal (Hours)	70	274	134	560	986	926	228	474	0	18	0	0	0	16	6	24	16	6	24	32	6	0	0	0	0	0	10	0	0	0	46						
	Subtotal (Dollars)	$25,060	$89,050	$41,540	$128,800	$182,410	$143,530	$29,640	$71,100	$0	$2,448	$0	$0	$0	$5,728	$1,110	$3,720	$4,160	$1,860	$4,440	$4,960	$1,110	$0	$0	$0	$0	$0	$1,850	$0	$0	$0	$5,382	$ 747,898.00	$ 63,240.00	$ -	$ -	$ -	$ 811,138.00
4.0	**DESIGN**																																						
4.1	30% Design																													80			$ 15,200.00	$ 611,060.00				$ 626,260.00
	Reject Storage	4	40	8						120	40	24	12																				$ 52,352.00					$ 52,352.00
	Preliminary Treatment		4	12		80		80	40						2	8																	$ 38,416.00					$ 38,416.00
	EQ Storage	2	36	60				160	180		40																						$ 84,256.00					$ 84,256.00
	Biological Treatment	6	80	160					240		40				4	6	8																$ 123,016.60					$ 123,016.60
	Tertiary Treatment	122	68	48		120	120	120	500		40				12	16	24																$ 228,472.00					$ 228,472.00
	Disinfection	2	40			80		120	80		40					4	6																$ 63,164.00					$ 63,164.00
	Chlorine Contact Basin	2	24	24		120		120	120		40				6	6	8																$ 81,634.40					$ 81,634.40
	Sludge Holding	2	24	24		120		180	240						6	10	16																$ 104,117.60					$ 104,117.60
	Dewatering	2	24	24	120		100		240		80							2	2	9	12	16	2	6	12								$ 116,865.00					$ 116,865.00
	Yard Piping	2	40			60			80	120	320																						$ 100,136.00					$ 100,136.00
	Electrical, I&C and SCADA		8	65		104		120																									$ 57,590.00					$ 57,590.00
	Site Civil		24			80						50	80	360																			$ 110,500.00					$ 110,500.00
	On Site Buildings		20	16		24					48							12	8	36	40	42	6	40	60								$ 65,418.00					$ 65,418.00
	Decommissioning & Demo	2	36	24		24	8	40																									$ 30,736.00					$ 30,736.00
4.2	60% Design																													40			$ 7,600.00	$ 829,620.00				$ 837,220.00
	Reject Storage	12	42	12						180		36	24																				$ 68,046.00					$ 68,046.00
	Preliminary Treatment	2	6	24	80	120		160	120		160				12																		$ 115,562.00					$ 115,562.00
	EQ Storage	8	56	90				240	270																								$ 120,664.00					$ 120,664.00
	Biological Treatment	12	120	80			240		360						16	16	24																$ 171,704.00					$ 171,704.00
	Tertiary Treatment	42	32	72	100	180	180	180	750						56	60	72																$ 310,164.00					$ 310,164.00
	Disinfection	6	40			120	24	180	120							16	18																$ 88,218.00					$ 88,218.00
	Chlorine Contact	2	38	36		180		180	180						30	32	38																$ 130,476.00					$ 130,476.00
	Sludge Holding	2	36	36		180		270	360						28	32	42																$ 168,430.00					$ 168,430.00
	Dewatering	6	36	36	180		120		360									6	6	46	52	72	4	12	18								$ 177,918.00		$ 21,775.00			$ 199,693.00
	Yard Piping		60			90			120	180	480																						$ 149,130.00					$ 149,130.00
	Electrical, I&C and SCADA		12	97		156		180																									$ 86,230.00					$ 86,230.00
	Site Civil		36			120						76	120	540																			$ 166,060.00					$ 166,060.00
	On Site Buildings		6	62	24	32												72	24	162	228	228	16	48	72								$ 188,784.00		$ 45,450.00			$ 234,234.00
	Decommissioning & Demo	8	78	60		80	60	60	160	24																							$ 106,674.00					$ 106,674.00
4.3	90% Design																																$ -	$ 508,620.00				$ 508,620.00
	Reject Storage	2	28	12						170		32	24																				$ 57,058.00					$ 57,058.00
	Preliminary Treatment	1	6			80		110	90						2																		$ 45,624.00					$ 45,624.00
	EQ Storage	8	50	85					250																								$ 83,094.00					$ 83,094.00
	Biological Treatment	12	120	72		120			330						16	18	24																$ 150,016.40					$ 150,016.40
	Tertiary Treatment	10	35	68	84	160	165	80	680						46	52	64																$ 258,938.00					$ 258,938.00
	Disinfection	2	36			110		165	110							12	14																$ 75,168.00					$ 75,168.00
	Chlorine Contact	2	34	32		165		160	165						24	26	32																$ 116,371.60					$ 116,371.60
	Sludge Holding	2	32	32		172		245	325						22	26	32																$ 151,272.40					$ 151,272.40
	Dewatering	6	32	32	165		80		330									6	4	34	34	60	2	4	6								$ 149,958.00					$ 149,958.00
	Yard Piping		54						110	185	432																						$ 123,327.00					$ 123,327.00
	Electrical, I&C and SCADA		12	88		112		165																									$ 73,350.00					$ 73,350.00
	Site Civil	2	32			108		80				74	112	490																			$ 163,950.00					$ 163,950.00
	On Site Buildings		34			96									24		32	62	18	160	192	180	8	28	48								$ 170,222.00					$ 170,222.00
	Decommissioning & Demo	8	94	34		160		80	150																								$ 106,454.00					$ 106,454.00
4.4	Final Design																																$ -	$ 173,840.00				$ 173,840.00
	Reject Storage	4	8	12	18	36				84		24	12	36																			$ 48,042.00					$ 48,042.00
	Preliminary Treatment		4	8		72			40																							$ 23,224.00					$ 23,224.00
	EQ Storage	2	24	42		60			180																								$ 59,636.00					$ 59,636.00
	Biological Treatment	6	60				120		260							2	2																$ 79,928.00					$ 79,928.00
	Tertiary Treatment	32	58	34		84	86		355							4	4																$ 124,326.00					$ 124,326.00
	Disinfection	2	24			56		84	60																								$ 38,796.00					$ 38,796.00
	Chlorine Contact	2	26	36		84		84	90																								$ 60,286.00					$ 60,286.00
	Sludge Holding	2	40	24		84		126	168							2	2																$ 78,956.00					$ 78,956.00
	Dewatering	2	40	20	84		60		168																								$ 73,736.00		$ 22,275.00			$ 96,011.00
	Yard Piping	2	40	12		24		120	60	84	210			24.0																			$ 92,496.00					$ 92,496.00
	Electrical, I&C and SCADA		6	48		54		72																									$ 36,050.00					$ 36,050.00
	Site Civil	12	24			60						36	60	260																			$ 87,156.00					$ 87,156.00
	On Site Buildings		38	12	12	96																	12	18	32								$ 47,200.00		$ 47,500.00			$ 94,700.00
	Decommissioning & Demo	26	48	96		40	80				0																						$ 74,468.00					$ 74,468.00
																																	$ -					$ -
	Subtotal (Hours)	393	2106	1871	867	4103	1443	3961	8441	1147	1970	353	444	1710	306	348	462	160	62	447	558	598	50	156	248	0	0	0	0	120	0	0						
	Subtotal (Dollars)	$140,694	$684,580	$580,010	$199,410	$759,055	$223,665	$514,930	$1,266,150	$189,255	$267,920	$109,306	$102,120	$256,500	$109,548	$64,380	$71,579	$41,600	$19,220	$82,695	$86,490	$110,630	$13,000	$28,860	$32,240	$0	$0	$0	$0	$22,800	$0	$0	$ 5,976,637.00	$ 2,123,140.00	$ 137,000.00	$ -	$ -	$ 8,236,777.00
5.0	**PERMITTING**																																						
5.1	Charlotte County Permitting		4			64	120													32	26		6										$ 43,250.00	$ 32,880.00				$ 76,130.00
5.2	FDEP WW Permitting		4			8	80																										$ 15,180.00					$ 15,180.00
5.3	FDEP Permitting ERP		8			4	12																					48	48				$ 22,000.00					$ 22,000.00
																																	$ -					$ -
	Subtotal (Hours)	0	16	0	0	76	212	0	0	0	0				0	0	0	0	0	32	26	0	6	0	0	0	0	48	48	0	0	0						
	Subtotal (Dollars)	$0	$5,200	$0	$0	$14,060	$32,860	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$5,920	$4,030	$0	$1,560	$0	$0	$0	$0	$8,880	$7,920	$0	$0	$0	$ 80,430.00	$ 32,880.00	$ -	$ -	$ -	$ 113,310.00
6.0	**CMAR BID PHASE SERVICES**																																						
6.1	CMAR Solicitation Package		4	80	48	48	80																										$ 58,420.00	$ 1,320.00				$ 59,740.00
6.2	Pre-Proposal Meeting		4			8																											$ 2,780.00	$ 1,000.00				$ 3,780.00
6.3	RFQ RFS		8			24	40																										$ 13,240.00	$ 2,000.00				$ 15,240.00
6.4	CMAR Proposal Review		24			24	24																										$ 15,960.00	$ 1,160.00				$ 17,120.00
6.5	CMAR Selection Meetings		28																														$ 9,100.00					$ 9,100.00
	Subtotal (Hours)	0	68	80	48	104	144	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0						
	Subtotal (Dollars)	$0	$22,100	$24,800	$11,040	$19,240	$22,320	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$ 99,500.00	$ 5,480.00	$ -	$ -	$ -	$ 104,980.00
7.0	**CMAR COORDINATION**																																						
	CMAR Coordination		48		384	384	96	96			24				48								48										$ 235,248.00	$ 178,400.00				$ 413,648.00
																																	$ -					$ -
	Subtotal (Hours)	0	48	0	384	384	96	96	0	0	24				48	0	0	0	0	0	0	0	48	0	0	0	0	0	0	0	0	0	0						
	Subtotal (Dollars)	$0	$15,600	$0	$88,320	$71,040	$14,880	$12,480	$0	$0	$3,264	$0	$0	$0	$17,184	$0	$0	$0	$0	$0	$0	$0	$12,480	$0	$0	$0	$0	$0	$0	$0	$0	$0	$ 235,248.00	$ 178,400.00	$ -	$ -	$ -	$ 413,648.00
8.0	**FUNDING SUPPORT SERVICES**																																$ -					$ -
8.1	Projects and Priority Assessments					24																				36	72						$ 25,680.00					$ 25,680.00
8.2	Funding Identification																									36	72						$ 21,240.00					$ 21,240.00
8.3	Projects' Alignment with Funding Opportunities																									36	24						$ 13,320.00					$ 13,320.00
8.4	Development of Grant Proposals (up to 2)						24				16															48	24						$ 22,336.00					$ 22,336.00
	Subtotal (Hours)	0	0	0	0	24	24	0	0	0	16				0	0	0	0	0	0	0	0	0	0	0	156	192	0	0	0	0	0						
	Subtotal (Dollars)	$0	$0	$0	$0	$4,440	$3,720	$0	$0	$0	$2,176	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$40,560	$31,680	$0	$0	$0	$0	$0	$ 82,576.00	$ -	$ -	$ -	$ -	$ 82,576.00
9.0	**ENVIRONMENTAL SERVICES**																																$ -					$ -
9.1	Natural Resource Assessment & Wetland Delineation			4	4	4	12																					80	80			24	$ 35,568.00					$ 35,568.00
	Subtotal (Hours)	0	0	4	4	4	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	80	80	0	0	24						
	Subtotal (Dollars)	$0	$0	$1,240	$920	$740	$1,860	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$14,800	$13,200	$0	$0	$2,808	$ 35,568.00	$ -	$ -	$ -	$ -	$ 35,568.00
	Total (Hours)	473	3154	2127	1889	6319	3207	4683	9120	1148	2029	422	517	1759	443	403	535	261	93	528	641	617	197	205	297	185	209	154	154	128	266	168						
	Total (Dollars)	$169,334	$1,025,180	$659,370	$434,470	$1,169,015	$497,085	$608,790	$1,368,000	$189,420	$275,944	$130,696	$118,910	$263,850	$158,594	$74,555	$82,894	$67,860	$28,830	$97,680	$99,355	$114,145	$51,220	$37,925	$38,610	$48,100	$34,485	$28,490	$25,410	$24,320	$36,442	$19,656	$ 7,978,635.00	$ 2,470,340.00	$ 137,000.00	$ 232,100.90	$ 173,894.00	$ 10,991,969.90

April 6, 2026

Heather M. Ripley
Associate
Kimley-Horn and Associates, Inc.
1514 Broadway Street, suite 301
Fort Myers, FL 33901

Subject: **ENGLEWOOD SOUTH WRF EXPANSION & IMPROVEMENTS PROJECT**
DESIGN, PERMITTING AND CMAR ASSISTANCE ENGINEERING
ELECTRICAL, INSTRUMENTATION AND CONTROLS (E&IC) AND SCADA

Dear Heather,

Gamboa Engineers appreciates the opportunity to support the Englewood Water District (EWD) and Kimley-Horn and Associates, Inc. (Kimley-Horn), with engineering services for South Water Reclamation Facility (WRF) Expansion and Improvements (Project). In response to the request of Kimley-Horn, we are pleased to submit this proposal outlining our scope of electrical, instrumentation and controls and SCADA engineering services associated with the Project.

PROJECT OVERVIEW

The Englewood South Water Reclamation Facility (WRF) Expansion and Improvements Project includes upgrades and expansion from the current 3.4 MGD annual average daily flow (AADF) capacity to a 5.0 MGD AADF treatment capacity to meet projected future population growth and customer demands, in compliance with applicable regulatory requirements.

Gamboa Engineers will provide comprehensive Electrical, Instrumentation, and Controls (E&IC) and SCADA engineering services in support of the Project. Our services will be performed under Kimley-Horn's prime lead and in coordination with—and to support—the overall multidisciplinary design, including process, mechanical, structural, civil, and architectural disciplines.

The E&IC and SCADA design shall address new facilities and modifications to existing electrical systems, ensuring safe, reliable, maintainable, and code-compliant electrical power distribution and process control system integration.

We understand that EWD intends to use a Construction Manager at Risk (CMAR) delivery method for the Project. At Kimley-Horn's request, Gamboa Engineers will support CMAR procurement by assisting the EWD and Kimley-Horn with technical input during the CMAR solicitation, procurement, and evaluation process, as applicable to the E&IC and SCADA scope.

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SCOPE OF ELECTRICAL, INSTRUMENTATION AND CONTROLS AND SCADA WORK

- Per Kimley-Horn's scope of services to EWD, the E&IC and SCADA design for the new WRF will address the full 5.0 MGD AADF treatment plant. The design drawings may be organized into separate sheets, to the greatest extent practicable, to support anticipated construction phasing and to facilitate selection of work for phased construction. However, the design documents will be issued as a single bid package and are not intended to be, nor should they be interpreted as separate bid packages for separate construction phases. The E&IC design will support the following process areas:

- **Areas Identified by Kimley-Horn as Probable Phase I of Construction:**
  - One equalization storage basin with mixing, aeration and transfer pump station.
  - One Oxidation ditch
  - Blower building for aeration to oxidation ditches and sludge holding tanks.
  - Tertiary treatment with two (2) secondary clarifiers, or
  - Tertiary treatment with two (2) membrane filters, including membrane cassettes, permeate pumps and ancillary items.
  - RAS pumps and WAS pump station.
  - Disinfection with liquid sodium hypochlorite storage and metering pumps
  - Chlorine contact basin.
  - Sludge Holding tanks with aeration, mixing and transfer pumps.
  - Two story dewatering building with dewatering equipment, sludge transfer, conveyance system and polymer pumps.
  - Site plans with site driveway lighting and site CCTV / security system
  - Administration / Operation building (two story).
    - Ground level will be used for electrical room to distribute power to nearby oxidation ditches and clarifiers (or filters).
    - Second level will include offices, meeting room, laboratory, SCADA room and outdoor bridges to biological process trains.

- **Areas Identified by Kimley-Horn as Probable Phase II of Construction:**
  - Additional screen and related equipment in existing headworks structure
  - One equalization storage basin with missing and aeration.
  - One Oxidation ditch
  - Tertiary treatment: One secondary clarifier, or
  - Tertiary treatment with one (1) membrane filter, including membrane cassettes, permeate pumps and ancillary items.

- Decommissioning and Demolition of existing process components.
  - The E&IC design scope of work will include drawings with photographs and notes

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of existing electrical equipment, with requirements to be disconnected from remote power sources and remote monitoring systems, for safe demolition of the entire decommissioned process.
    - The E&IC scope of work does not include salvage or relocation of existing electrical power equipment and /or instruments.

- Engineering Services during construction are not included with the design scope of work, but they will be performed later under a separate contract.

TASK 1.0 PROJECT MANAGEMENT

Gamboa Engineers will provide project management, coordination, and administration to support the Electrical, Instrumentation, and Controls (E&IC) engineering design services for the Project, in coordination with EWD and Kimley-Horn and based on Kimley-Horn's anticipated design schedule of approximately eighteen to twenty-four (24) months.

1.1 Gamboa Engineers will participate in project coordination kick off meetings and progress update meetings with Kimley-Horn and EWD as required to support the development of E&IC design deliverables.
1.2 Gamboa Engineers will conduct internal coordination meetings with the Kimley-Horn team to monitor progress, maintain schedule alignment, and ensure completion of project deliverables.
1.3 Gamboa Engineers will perform internal quality control reviews of E&IC engineering deliverables prior to submission to Kimley-Horn.
1.4 Monthly Invoices. Gamboa will prepare and submit to Kimley-Horn monthly invoices for services rendered each month.

TASK 2.0 SUB-CONSULTANT COORDINATION

2.1 As a sub-consultant to Kimley-Horn, Gamboa Engineers will perform the Project's electrical, instrumentation and controls (I&C), and SCADA integration design and will coordinate with the multidisciplinary design team.

TASK 3.0 PRELIMINARY DESIGN REPORT (PDR)

Gamboa Engineers shall prepare in coordination with Kimley-Horn a Preliminary Design Report summarizing the basis of design for the E&IC and SCADA systems. The PDR will include the following tasks:

3.1 Review record documents and data collection of field data related to E&IC.

3.2 Off-site visits to other wastewater treatment plants are not included.

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3.3 Support for Kimley-Horn Biological and Hydraulic Modeling: Narratives for E&IC systems in support of the following processes:

- Four types of Oxidation ditches.
- Site-Stream or no Flow Equalization
- 4-stage Bardenpho biological treatment
- 5-stage Bardenpho biological treatment
- Aeration/biological treatment process controls
- Flow splitting to clarifiers or membrane tanks
- RAW/WAS pump stations
- Tertiary filtration (up to 3 alternatives, listed below)
    - Membranes
    - Disc or Cloth Filters
    - Deep Bed Filters
- Disinfection
- Biosolids digestion/Sludge holding and dewatering system alternatives (up to 4 alternatives).

3.4 Facility Plan: Gamboa will participate with Kimley-Horn in workshops with EWD including E&IC and SCADA systems conceptual design for each alternative to be evaluated, in support of the process treatment alternatives, preferred site layouts, site access, occupied building alternatives, electrical building alternatives, and biosolids/dewatering system alternatives.

- Preliminary site plan showing major electrical components
- Manufacturer's literature for major design-basis electrical equipment
- Preliminary electrical load list based on process mechanical input
- Preliminary electrical drawings, including one-line diagrams showing redundancy of power sources
- General description of the instrumentation and control system criteria
- Site security system narrative
    - Ancillary site security and monitoring systems, including:
    - Empty raceways and power source for CCTV electronic systems, as necessary for the District's CCTV standard for water reclamation facilities

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- Empty raceways and power source for Doors and Gates – Card access electronic systems, as necessary for the District's site security standard for water reclamation facilities

- Cyber Security narrative
  - Cybersecurity is a critical component of the new 5.0-MGD Wastewater Treatment Plant design due to increasing threats to water sector operational technology (OT) systems.
  - Integrate cybersecurity requirements throughout the design to ensure the SCADA system, PLC networks, remote access, and all connected process equipment are protected and compliant with current federal guidance.
  - Cybersecurity risk assessment, development of project-specific cybersecurity design criteria, and creation of a secure network and SCADA architecture aligned with NIST, AWWA, and CISA recommendations.
- Preliminary list of E&IC drawings
- Preliminary E&IC opinion of probable construction cost (OPCC)

3.5 Preliminary Design Report (PDR)

Gamboa Engineers will develop in coordination with Kimley-Horn the E&IC section of the PDR in conformance with FDEP Rule 62-620 guidelines. The PDR will include basic design assumptions, E&IC calculations, electrical conceptual site plan, electrical requirements, descriptions and sizing of major E&IC equipment components, and general E&IC equipment configuration, followed by a review meeting with the EWD.

TASK 4.0 DESIGN-PHASE SERVICES

Gamboa Engineers shall provide complete E&IC and SCADA engineering design services for the Expansion and Improvements project, including data collection, preliminary engineering, detailed design, technical specifications, and technical input during the CMAR cost estimating, and bidding support. At Kimley-Horn's request, Gamboa Engineers will support CMAR procurement by assisting the EWD and Kimley-Horn with technical input during the CMAR solicitation, procurement, and evaluation process, as applicable to the E&IC and SCADA scope.

Design services shall be provided for **new and modified facilities**, including integration with existing plant electrical systems, standby power, and SCADA infrastructure.

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A. Process Areas – Electrical, Instrumentation & Controls Scope

1. Headworks (Existing – Remains)

Review and document existing electrical power, controls, and instrumentation interfaces. The scope will be limited to the following work:

- Design new power feeders from the main electrical building to the existing motor control centers at the headworks electrical building.
- Interconnect existing headworks process PLC with the new plant SCADA system.
- Update drawings and control system interfaces as required.

2. Equalization Tanks (Two Units)

- Electrical power distribution for mixers, pumps, and associated equipment
- Instrumentation including level transmitters, flow measurement, and alarms
- Control logic for automated tank operation and level management
- Integration with plant PLC and SCADA systems

3. Oxidation Ditches (Two Units – 2.5 MGD Each)

Electrical design for:

- Anoxic mixers
- Motorized aerators

- Variable frequency drives (VFDs) and motor control
- Dissolved oxygen, level, and process instrumentation
- Control strategies for aeration, anoxic operation, and process optimization
- SCADA graphics, trending, and alarm integration

4. Secondary Clarifiers (Three Units)

- *RAS Pump Station*
- *WAS Pump Station*
  - Power distribution and motor control for RAS and WAS pumps
  - Flow, level, and status instrumentation
  - Control logic for automatic and manual operation
  - Coordination with process design for sludge handling and return rates

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5. **Filters**
    - Electrical power and control for filter feed, backwash, and auxiliary systems
    - Instrumentation for pressure, flow, and differential pressure monitoring
    - Control of pneumatic valves including air supply, solenoids, and valve position feedback
    - Automated filter sequencing and interlocks
6. **Chlorine Contact Chamber**
    - *Hypochlorite Storage Tanks*
    - *Hypochlorite Metering Pumps*
        - Electrical power and control for chemical feed systems
        - Instrumentation for tank level, leak detection, and chemical feed rates
        - Control logic for dosing based on flow and process conditions
        - Safety interlocks and alarm systems
7. **Sludge Holding Tanks**
    - Electrical design for mixers, pumps, and blowers
    - Instrumentation for level, pressure, and process monitoring
    - Automated controls and SCADA integration.
8. **Dewatering Building**
    - Electrical and controls design to support either:
        - Screw Press Equipment, or
        - Belt Filter Press
    - Power distribution, MCCs, and VFDs
    - Instrumentation and control for polymer systems, conveyors, and auxiliary equipment
    - Control narratives coordinated with equipment suppliers.

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9. Water Reuse Ponds (not included in Gamboa Engineers' scope of services)
10. Reuse Transfer Pumps & High Service Pumps (not included in Gamboa Engineers' scope of services)
11. Existing Reuse Water Storage Tank (not included in Gamboa Engineers' scope of services)

B. Ancillary Facilities – E&IC Scope

1. Operations / Administrative Building (Two-Story) First Floor – Electrical Room (Conditioned Space)

- Main electrical distribution equipment
- Coordination with standby power systems
- Grounding and lightning protection
- Fire alarm smoke detection system

2. Second Floor – Administrative Offices & SCADA Room

- Power, lighting, and data infrastructure
- SCADA servers, workstations, and networking equipment
    - Empty raceways for CCTV monitor system
- Redundant power and UPS coordination
- Fire alarm and smoke detection system
- Empty raceways for Door access security system

3. Maintenance Building / Warehouse / Storage

- Electrical power, lighting, grounding, and receptacles
- Equipment power provisions
- Coordination with architectural and mechanical systems

4. Site Improvements

Electrical design for: Perimeter access roads lighting, Site lighting and Site security and Coordination with civil yard work.

5. Cyber Security for the 5 MGD water reclamation facility

- Comprehensive cybersecurity approach aligned with current federal guidance (EPA, CISA, NIST, AWWA) and industry best practices.

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- The cybersecurity scope ensures that all control systems, networks, and remote access pathways are designed, documented, and implemented with appropriate protections to safeguard plant operations.
- Develop an inventory of all OT assets (PLCs, HMIs, servers, network switches, firewalls, remote I/O, RTUs, instrumentation with network connectivity)
- Prepare project-specific cybersecurity design criteria aligned with:
    - NIST Cybersecurity Framework
    - AWWA Process Control System Security Guidance
- Define requirements for secure remote access (VPN, MFA, jump server, etc.)
- Develop a secure network architecture for the WRF and incorporate into:
    - SCADA system specifications
    - PLC hardware and software specifications
    - Secure configuration of PLCs, HMIs, servers, and switches
    - Cyber security technical specifications
    - Network equipment specification
    - Hardening guides
    - Path management procedures
    - Password policies
    - Specify Owner Training Materials
- Specify requirements for vendors to submit cybersecurity documentation.

Gamboa Engineers shall provide progress submittals shall be provided for the preliminary design report and at the **30%, 60%, 90%, Final, and Bid Set** design stages. Gamboa Engineers shall prepare technical specifications in accordance with CSI Master Format (50-division, three-part format). Specifications will describe requirements for materials, equipment, submittals and shop drawings, installation, testing, training and equipment operation and maintenance manuals.

4.1 30% Design Submittal

The 30% design submittal will incorporate all EWD review comments from the PDR submittal and expand the design to a more detailed and coordinated level, including the following:

Electrical

- Preliminary electrical building floor plan showing equipment footprints and clearances
- Preliminary one-line diagrams with major equipment and feeder concepts
- Preliminary calculations for short-circuit ratings of equipment

Instrumentation & Controls

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- Preliminary I&C architecture and network topology based on input from process flow drawings and process mechanical equipment
- Preliminary PLC cabinet layout and I/O distribution
- Preliminary process supervised control and data acquisition (SCADA) system.

General

- Preliminary electrical rooms elevations showing flood-proofing and access features
- Outline technical specifications
- Updated OPCC

The 30% progress design documents will be submitted to Kimley-Horn for review and deliverable to EWD, followed by Gamboa participation in a multidisciplinary 30% design review meeting with EWD.

4.2 60% Design Submittal

The 60% design submittal will incorporate all EWD review comments from the 30% submittal and expand the design to a more detailed and coordinated level, including the following:

Electrical

- Updated floor plans with finalized equipment footprints
- Progress site electrical plan with duct bank dimensions and manhole locations for coordination with civil disciplines
- Updated one-line diagrams with conductor sizes and protective device ratings
- Preliminary lighting, power, grounding, and lightning protection plans
- Preliminary equipment panelboard schedules
- 60% short-circuit, coordination, and arc-flash evaluation for equipment ratings

Instrumentation & Controls

- Updated I&C architecture and network diagrams
- Cyber Security specifications sections
- 60% P&IDs with electrical/I&C interfaces
- Draft control narratives related to main switchgear Operation
- Updated I/O list

General

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- Draft technical electrical specifications at 60% progress design
- Draft technical instrumentation, SCADA and cyber security specifications at 60% progress design
- QA/QC per review of electrical 60% progress design
- QA/QC per review of instrumentation, controls and SCADA 60% progress design and cyber security requirements
- QA/QC per review of site security 60% design
- Technical input to CMAR for their estimates to Updated OPCC
- Coordination with civil, structural, process mechanical, HVAC and architectural disciplines

The 60% progress design documents will be submitted to Kimley-Horn for review and deliverable to EWD, followed by Gamboa participation in a multidisciplinary 60% design review meeting with EWD.

4.3 90% Design Submittal

The 90% design submittal will incorporate all EWD review comments from the 60% submittal and expand the design to reflect a near-final design including the following:

Electrical

- Pre-final site electrical plan with duct bank dimensions, cross-sections and manhole sizes and locations, including coordination with civil disciplines.
- Complete electrical plans including conduit routing, conduit and wiring schedules, conduit sizing, wiring sizing, lighting, power, grounding, and lightning protection
- Pre-final one-line diagrams with all protective device ratings
- Control schematics for motor starters and variable speed controllers (VFDs)
- Pre-final panelboard schedules with manufacturer ratings and accessories.\

Instrumentation & Controls

- Final I&C drawings and P&IDs including wiring diagrams, and network architecture
- Pre-final control narratives related to operation of the main switchgear
- Final I/O list with tag numbers and termination assignments
- SCADA integration requirements and data point list

General

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- Pre-final 90% technical electrical specifications
- Pre-final 90% technical Instrumentation, controls and SCADA specifications
- Pre-final 90% technical site security specifications
- Pre-final 90% technical cyber security specifications
- Technical input of electrical equipment only, to CMAR for their estimates to updated OPCC
- Final interdisciplinary coordination
- QA/QC per review of electrical design
- QA/QC per review of instrumentation, controls and SCADA design and cyber security requirements
- QA/QC per review of site security design

The 90% progress design documents will be submitted to Kimley-Horn for review and deliverable to EWD, followed by Gamboa participation in a multidisciplinary 90% design review meeting with EWD.

4.4 Final Design Submittal

The final design submittal will incorporate all EWD review comments from the E&IC 90% submittal and the review comments from the Engineers who performed the 90% QA/QC per review.

The final E&IC package will represent the final design documents to be transmitted to the EWD Purchasing Department for preparation of the Bid Set, including:

- Complete electrical plans
- Complete instrumentation, controls and SCADA plans.
- Complete site security plans
- Final technical electrical specifications
- Final technical Instrumentation, controls and SCADA specifications
- Final site security specifications
- Final technical cyber security specifications

Codes, Standards & Coordination

All E&IC design shall comply with applicable federal, state, and local codes and standards, including NEC, NFPA, FDEP requirements, and industry best practices. The design shall be fully coordinated with the Englewood Water District, Kimley-Horn, the

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CMAR, and all project disciplines to deliver constructible, safe, and maintainable systems. Coordination with the CMAR will include constructability reviews related to electrical duct banks, electrical rooms, equipment access, installation sequencing, and other electrical infrastructure associated with the Project.

Engineering Drafting and Design Standards

Gamboa Engineers shall prepare design drawings and documents in accordance with the Consultant's established drafting standards and software requirements for this project. Three-dimensional (3D) design drawings shall be developed using Autodesk Revit. Two-dimensional (2D) drawings, including plans, details, schedules, diagrams, and schematics, shall be prepared using AutoCAD software, consistent with the Consultant's proposed software version and project standards.

All drawings shall be coordinated with the multidisciplinary design team and prepared to support constructible, accurate, and coordinated bid and construction documents.

4.5 Opinions of Probable Construction Cost (OPCC)

Gamboa Engineers shall prepare an updated OPCC at the 30% design stage. Cost estimates will be based on:

- Manufacturer quotations for major equipment
- Quantity take-offs and unit pricing
- Recent comparable projects in the South Florida utility construction market
- Upon EWD's selection of the CMAR contractor and the CMAR's participation in design from the 60% submittal through final design, responsibility for the Opinion of Probable Construction Cost (OPCC) will be assumed by the CMAR contractor; Gamboa Engineers' role will be limited to providing technical input upon request from Kimley-Horn.

TASK 5.0 E&IC PERMITTING SERVICES

Gamboa Engineers will support the preparation of electrical, instrumentation, and controls (E&IC) information required for project permitting. These services will include coordination with Kimley-Horn and preparation of documentation necessary to support regulatory permitting requirements.

Permitting support will include responses to regulatory comments or Requests for Additional Information (RAIs) associated with the E&IC design elements included in this scope of services.

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- Charlotte County Building Permit. In coordination with Kimley-Horn, Gamboa Engineers will prepare the E&IC documents for submittal as part of the pre-construction building permit application and will respond to up to two (2) Requests for Additional E&IC Information (RAIs) from Charlotte County.
- FDEP Permitting. In coordination with Kimley-Horn, Gamboa Engineers will prepare the E&IC documents for submittal as part of the project design package for environmental agency permit application and will respond to up to two (2) Requests for Additional E&IC Information from permit agencies.

TASK 6.0 CMAR PROCUREMENT SUPPORT SERVICES

During EWD's procurement process to solicit and evaluate proposals from contractors to provide Construction Manager at Risk (CMAR) services, Gamboa Engineers will support EWD and Kimley-Horn by providing E&IC and SCADA technical information for inclusion in the CMAR solicitation package, including:

6.1 Provide preliminary E&IC and SCADA basis-of-design and scope information (narratives, criteria, and preliminary drawings, as available) for inclusion in the CMAR RFQ/RFP.

6.2 Participate in CMAR procurement meetings, site visits, and/or interviews, as requested by EWD and Kimley-Horn.

6.3 Assist Kimley-Horn and EWD with technical responses to proposer questions and Requests for Information (RFIs) related to the E&IC and SCADA scope during the CMAR procurement process.

6.4 Support Kimley-Horn and EWD in evaluating CMAR proposals by reviewing E&IC-related approach, qualifications, and proposed preconstruction services, as requested.

6.5 Support Kimley-Horn with E&IC input for Recommendation Letter based on the summary of the proposers

TASK 7.0 CMAR COORDINATION SERVICES

The CMAR contractor is anticipated to be under contract to the EWD by or before Kimley-Horn completes the 30% design.

After the CMAR is selected and under contractual obligation to the EWD, Gamboa Engineers will work in joint effort with Kimley-Horn and CMAR contractor throughout design to get input on design, constructability, and maintenance of plant operations (MOPO). During the design phase, **Gamboa Engineers** shall provide Electrical, Instrumentation and Controls (E&IC) engineering support services associated with the Construction Manager at Risk (CMAR) delivery method. These services will support coordination between the Owner, the CMAR, and

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the design team to facilitate constructability reviews, cost estimating coordination, and identification of potential long-lead electrical and instrumentation equipment.

The CMAR coordination services described herein are based on the anticipated project design schedule of approximately **twenty-four (24) months** and assume a reasonable level of coordination meetings and technical reviews.

For estimating purposes, the following coordination level has been assumed:

- ✓ Participation in periodic CMAR coordination meetings during the design phase
- ✓ Participation in design review workshops at 30%, 60%, 90%, Permit and Final design milestones
- ✓ Reasonable coordination related to constructability reviews and design coordination discussions.

Should the number of meetings, coordination efforts, or project duration substantially exceed the anticipated level described above, additional Gamboa Engineers design services required to support extended coordination shall be considered **Additional Services** and may require a Kimley-Horn amendment to the agreement and task order to Gamboa Engineers.

E&IC design services will include, but are not limited to:

- Participation in CMAR coordination meetings and workshops throughout the design duration
- Review and response to CMAR constructability comments
- Technical coordination with CMAR regarding electrical equipment layouts, constructability, and installation sequencing
- Coordination with CMAR regarding electrical room space requirements, equipment clearances, and access for maintenance
- Participation in design review workshops during the 30%, 60%, 90% and Final design phases
- Support with E&IC input of product data only, for CMAR cost estimating efforts and reconciliation of electrical construction quantities
- Assistance with identification of long-lead electrical and instrumentation equipment.

The services described herein assume an anticipated project design and CMAR coordination duration of approximately **twenty-four (24) months**, consistent with the overall project schedule established by the Owner and **Kimley-Horn**. Should the project schedule extend beyond this anticipated duration due to factors outside the control of Gamboa Engineers, including extended CMAR coordination, additional review cycles, or Owner-directed schedule modifications, engineering services required beyond the 24-month period shall be considered **Additional Services** and may require an amendment to the agreement.

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TASK 8.0 FUNDING SUPPORT SERVICES

- Gamboa Engineers' scope of design services does not include work related to project funding services

TASK 9.0 ENVIRONMENTAL SERVICES

- Gamboa Engineers' scope of design services does not include work related to project environmental services

TASK 10.0 CMAR MATERIAL PROCUREMENT AND EQUIPMENT COORDINATION

Material procurement assistance, vendor coordination, and shop drawing/equipment submittal reviews associated with construction activities are **not included in Gamboa Engineers' scope of services** and, if required, will be provided under a **separate Engineering Services During Construction** scope of services or as an additional service authorized by Kimley-Horn. Limited early coordination during design, such as identification of potential long-lead electrical and instrumentation equipment may be provided through the CMAR coordination task.

METHOD OF COMPENSATION

Gamboa Engineers will perform the services in Tasks 1 - 7 for the total lump sum fee shown in table below. All permitting, application, and similar project fees will be paid directly by the EWD.

Task Number	Task Name	Fee
1	E&IC Project Management	$ 67,200
2	E&IC Coordination with K-H	$ N/A
3	E&IC Preliminary Engineering	$ 63,240
4	E&IC Design	$ 2,094,540
	The Lump Sum Fee for the above Tasks 1-4 is:	***$ 2,224,980.00.***
5	E&IC services for Preliminary Building Permit	$ 32,880
6	CMAR Bid Phase Services	$ 34,080
7	CMAR Coordination	$ 178,400
	The Lump Sum Fee for the above Tasks 1-7 is	***$ 2,470,340.00.***
8	Funding Support Services	$ N/A
9	Environmental Services	$ N/A
10	E&IC for CMAR Material Procurement	$ N/A

- Gamboa Lump sum fee will be invoiced monthly based upon the overall percentage of services performed.
- Kimley-Horn monthly payment to Gamboa will be issued upon Kimley-Horn receiving payment from EWD and in accordance with the Florida Local Government Prompt

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Payment Act, Chapter 218, Florida Statutes.

ITEMIZED ESTIMATED FEE FOR E&IC AND SCADA DESIGN SERVICES

A detailed breakdown of the estimated level of effort for tasks 1-7 is provided in the attached spreadsheet in PDF format.

The Lump Sum Fee for the above Tasks is: $ 2,470,340.00.

GAMBOA ENGINEERS – NOTES, EXCLUSIONS AND CLARIFICATIONS

1. *The lump sum fee for E&IC is based on an estimated project duration period of approximately 18 months not to exceed 24 months. In the event the project duration extends beyond this period for reasons beyond Gamboa's control, or additional services are required outside the original scope and schedule assumptions, Gamboa reserves the right to negotiate an equitable adjustment to the fee.*

2. **Underground and Site Work by Civil Discipline:**

   The electrical site plans prepared by Gamboa Engineers shall indicate the proposed routing, configuration, and sizing of electrical duct banks, as well as manhole locations and general dimensional requirements, for coordination purposes.

   However, the detailed design and coordination of underground utilities, including pot-holes of existing utilities, final duct bank profiles, elevations, alignments, and grading, shall be the responsibility of the Civil Engineering discipline. Civil design is typically performed using Civil 3D software, and the civil drawings shall establish horizontal and vertical coordinates in accordance with the approved survey documents.

3. **District's or Owner Standard for Site Security**

   The Owner typically prefers to procure the site security system directly from a preferred vendor and does not require detailed security system information to be included in public bid documents.

   Accordingly, Gamboa Engineers' scope of work for site security systems shall be limited to the design and coordination of the following:

   - Empty raceways for future security systems
   - Power source provisions as required
   - Coordination with the Owner's selected Security Vendor, based on vendor-provided requirements and instructions
   - Detailed design, specification, programming, and procurement of site security systems—including but not limited to access control, surveillance, and intrusion

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detection—are excluded from Gamboa Engineers' scope unless otherwise authorized in writing

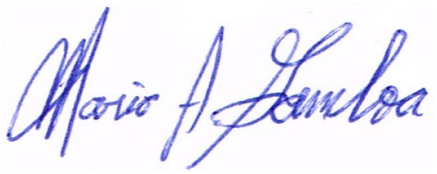
Proposal Summary:

Gamboa shall perform the services described herein in accordance with all applicable federal, state, and local codes and standards, and in coordination with Kimley-Horn and Associate, Inc, and the Englewood Water District, to deliver complete, coordinated, and constructible electrical and instrumentation & controls design documents suitable for bidding and construction.

We appreciate Kimley-Horm confidence in our team and look forward to supporting the successful execution of the E&IC design for the South Water Reclamation Facility (WRF) Expansion and Improvements.

Please feel free to contact us should you require any additional information or clarification.

Sincerely,



Mario A Gamboa, PE.

Gamboa Engineers, LLC
mgamboa@gamboainc.com

Address: 17433 SW 65 CT Southwest Ranches, FL 33331, Phone: (954) 533-1121

ENGLEWOOD WATER DISTRICT SOUTH WRF EXPANSION
ELECTRICAL AND INSTRUMENTATION ENGINEERING SERVICES
Work Authorization (Phase I and II Expansion)
Date Prepared: April 6, 2026

	Description	Billing Rate	Mario Gamboa, P.E., Senior Electrical Engineer	Electrical / Instrumentation Engineers	Senior Lead BIM Designer	BIM and CAD Technician	Document Processing/Clerical	Total Labor Hours	Total Labor Cost
			$ 250.00	$ 170.00	$ 150.00	$ 120.00	$ 80.00		
Task									
1	Project Management								
	Project Kick off meeting Plant Expansion		4	4				8	$ 1,680.00
	EWD/Design Team bi-weekly progress meetings (virtual-1hr) (24 months)		104	104				208	$ 43,680.00
	Design Team weekly coordination meetings (virtual- 1/2 hr) (24 months)		52	52				104	$ 21,840.00
	PM Subtotal (Task 1)		160	160	0	0	0	320	$ 67,200.00
3	Preliminary Design Engineering								
	Electrical and Instrumentation								
	Electrical Data Collection and Site Visits		8	32		2		42	$ 7,680.00
	Review Record Drawings Plant Expansion		2	2				4	$ 840.00
	Edit Electrical Design Criteria incl. Owner Preferences		8	24			6	38	$ 6,560.00
	Edit SCADA Design Criteria		8	24			6	38	$ 6,560.00
	Conceptual Electrical Site Plan		8	16		20	1	45	$ 7,200.00
	Basic Electrical One Line Diagrams		8	24		32	1	65	$ 10,000.00
	Proposed SCADA network Diagram		8	24		20	1	53	$ 8,560.00
	Electrical and SCADA Opinion of Cost		8	16			5	29	$ 5,120.00
	Electrical and SCADA narratives (PDR)		8	40			24	72	$ 10,720.00
	Cyber Security Risk Assessment		4	8	16	4	24	56	$ 7,160.00
	Cyber Security Design Criteria and Standards		4	6	8	4	24	46	$ 5,620.00
	PDR Subtotal (Task 3)		66	202	0	78	44	386	$ 63,240.00
4	E&IC Design/Construction Documents								
	4.1 - 30% Submittal Drawings								
	Electrical								
	Electrical Symbols			2		2		4	$ 580.00
	Electrical Abbreviations			2		2		4	$ 580.00
	Electrical Overall Site Plan		2	4		8		14	$ 2,140.00
	Electrical Partial Site Plan I		2	4		8		14	$ 2,140.00
	Electrical Partial Site Plan II		2	4		8		14	$ 2,140.00
	Electrical Partial Site Plan III		2	4		8		14	$ 2,140.00
	Electrical Temporary Power Site Plan		2	4		8		14	$ 2,140.00
	Pull Box and Manhole Schedule		2	4		8		14	$ 2,140.00
	Duct Banks Cross Sections 1		2	4		8		14	$ 2,140.00
	Duct Banks Cross Sections 2		2	4		8		14	$ 2,140.00
	Demolition Electrical Site Plan		2	4		8		14	$ 2,140.00
	Existing DAVCO Plants 1 – 4 Electrical Demolition Plan		2	4		8		14	$ 2,140.00
	Existing Filters Electrical Demolition Plan		2	4		8		14	$ 2,140.00
	Existing Chlorine Contact Basin Electrical Demolition Plan		2	4		8		14	$ 2,140.00
	Existing Chlorine Gas Disinfection Electrical Demolition Plan		2	4		8		14	$ 2,140.00
	Existing Dewatering Electrical Demolition Plan		2	4		8		14	$ 2,140.00
	Main Electrical Building - Overall One Line diagram Modifications		2	4		8		14	$ 2,140.00
	Main Electrical Building - 480 Volts Switchgear One line diagram Modifications		2	8		8		18	$ 2,820.00
	Main Electrical Building - 480 Volts Switchgear Elevation Modification		2	6	8			16	$ 2,720.00
	Main Electrical Building - Power and Control Plan Modifications		2	6	8			16	$ 2,720.00
	Main Electrical Building - Conduits Stub-outs		2	6	8			16	$ 2,720.00
	Operations Building - 480 Volts Motor Control Center One line diagram		2	16		8		26	$ 4,180.00
	Operations Building - 480 Volts Motor Control Center Elevation		2	8	8			18	$ 3,060.00
	Operations Building - 480 Volts Motor Control Center One line diagram		2	12		8		22	$ 3,500.00
	Operations Building - 480 Volts Motor Control Center Elevation		2	8	8			18	$ 3,060.00
	Operations Building - Electrical Equipment layout - First Floor		2	8	10			20	$ 3,360.00
	Operations Building - Electrical Power Plan - Second Floor		2	6	8			16	$ 2,720.00
	Operations Building - Electrical Lighting Plan - Second Floor		2	6	8			16	$ 2,720.00
	Operations Building - Electrical Fire Alarm Plan - Second Floor		2	6	8			16	$ 2,720.00
	Operations Building - Security -CCTV Plan - Second Floor		2	6	8			16	$ 2,720.00
	Operations Building - Grounding Plan		2	6	8			16	$ 2,720.00
	Operations Building - Lightning Protection Plan		2	6	8			16	$ 2,720.00
	Outdoor Bridges - Ligthing Plan		2	6	6			14	$ 2,420.00
	Existing Headworks - Existing MCC Modifications		2	6		6		14	$ 2,240.00
	Existing Headworks - Electrical Power & Control Plan Modifications		2	6	8			16	$ 2,720.00
	Equalization Basin 1 - Electrical Power & Control Plan		2	6	8			16	$ 2,720.00
	Equalization Basin 2 - Electrical Power & Control Plan		2	6	8			16	$ 2,720.00
	Equalization Basin 1& 2 - Lighting Plan		2	6	8			16	$ 2,720.00
	Equalization Basin 1& 2 - Grounding Plan		2	6	8			16	$ 2,720.00
	Equalization Basins Transfer Pump Station - Electrical Power & Control Plan		2	6	8			16	$ 2,720.00
	Equalization Basins Transfer Pump Station - Lighting Plan		2	6	6			14	$ 2,420.00
	Oxidation Ditch 1 - Electrical Power & Control Plan		2	16	24			42	$ 6,820.00
	Oxidation Ditch 1 - Electrical Lighting Plan		2	6	8			16	$ 2,720.00
	Oxidation Ditch 2 - Electrical Power & Control Plan		2	16	24			42	$ 6,820.00
	Oxidation Ditch 2 - Electrical Lighting Plan		2	6	8			16	$ 2,720.00
	Blower Building - Electrical Power & Control Plan		2	16	24			42	$ 6,820.00
	Blower Building - Electrical Lighting Plan		2	6	8			16	$ 2,720.00
	Clarifiers 1 - Electrical Power and Control Plan		2	6	8			16	$ 2,720.00
	Clarifiers 1 - Electrical Lighting Plan		2	6	8			16	$ 2,720.00
	Clarifiers 2 - Electrical Power and Control Plan		2	6	8			16	$ 2,720.00
	Clarifiers 2 - Electrical Lighting Plan		2	6	8			16	$ 2,720.00
	Clarifiers 3 - Electrical Power and Control Plan		2	6	8			16	$ 2,720.00
	Clarifiers 3 - Electrical Lighting Plan		2	6	8			16	$ 2,720.00
	RAS Pump Station - Electrical Power and Control Plan		2	8	12			22	$ 3,660.00
	RAS Pump Station - Electrical Lighting Plan		2	8	8			18	$ 3,060.00
	WAS Pump Station - Electrical Power and Control Plan		2	8	12			22	$ 3,660.00
	WAS Pump Station - Electrical Lighting Plan		2	8	8			18	$ 3,060.00
	Chlorine Contact Basin - Electrical Power and Control Plan		2	6	8			16	$ 2,720.00
	Chlorine Contact Basin - Electrical Lighting Plan		2	6	8			16	$ 2,720.00
	Filters - Electrical Power and Control Plan		2	24	30			56	$ 9,080.00
	Filters - Electrical Lighting Plan		2	24	30			56	$ 9,080.00
	Electrical bldg No. 3 - 480 Volts Motor Control Center One line diagram		2	8		8		18	$ 2,820.00
	Electrical bldg No. 3 - 480 Volts Motor Control Center Elevation		2	8	8			18	$ 3,060.00
	Electrical bldg No. 3 - Electrical Equipment Layout		2	8	10			20	$ 3,360.00
	Electrical bldg No. 3 - Electrical Power and Control Plan		2	8	10			20	$ 3,360.00

	Electrical bldg No. 3 - Electrical Lighting Plan	2	8	10			20	$ 3,360.00
	Electrical bldg No. 3 - Electrical Grounding Plan	2	8	10			20	$ 3,360.00
	Electrical bldg No. 3 - Lightning Protection Plan	2	8	10			20	$ 3,360.00
	Sludge Holdink Tanks - Electrical Power and Control Plan	2	2	8			12	$ 2,040.00
	Blowers Sludge Holdink Tanks - Electrical Power and Control Plan	2	12	24			38	$ 6,140.00
	Sludge Holdink Tanks - Lighting Plan	2	2	8			12	$ 2,040.00
	Sludge Holdink Tanks - Grounding Plan	2	2	8			12	$ 2,040.00
	Digester / Dewatering Facility - 480 Volts Motor Control Center One line diagram	2	6		8		16	$ 2,480.00
	Digester / Dewatering Facility - 480 Volts Motor Control Center Elevation	2	6	8			16	$ 2,720.00
	Digester Facility - Electrical Power and Control Plan	2	12	12			26	$ 4,340.00
	Digester Facility - Lighting Plan	2	4	8			14	$ 2,380.00
	Dewatering Facility - Electrical Power and Control Plan	2	16	12			30	$ 5,020.00
	Dewatering Facility - Lighting Plan	2	4	8			14	$ 2,380.00
	Liquid Chlorine Tanks- Electrical Power & Control Plan	2	12	10			24	$ 4,040.00
	Liquid Chlorine Tanks- Electrical Lighting Plan	2	8	10			20	$ 3,360.00
	Chemical Metering Area- Electrical Power & Control Plan	2	8	10			20	$ 3,360.00
	Electrical bldg No. 4 - 480 Volts Motor Control Center One line diagram	2	4		8		14	$ 2,140.00
	Electrical bldg No. 4 - 480 Volts Motor Control Center Elevation	2	4	8			14	$ 2,380.00
	Electrical bldg No. 4 - Electrical Equipment layout	2	8	10			20	$ 3,360.00
	Electrical bldg No. 4 - Electrical Power and Control Plan	2	8	10			20	$ 3,360.00
	Electrical bldg No. 4 - Electrical Lighting Plan	2	8	10			20	$ 3,360.00
	Electrical bldg No. 4 - Electrical Grounding Plan	2	8	10			20	$ 3,360.00
	Electrical bldg No. 4 - Lightning Protection Plan	2	8	10			20	$ 3,360.00
	Conduit Schedule 1	2	8		8		18	$ 2,820.00
	Conduit Schedule 2	2	8		8		18	$ 2,820.00
	Conduit Schedule 3	2	8		8		18	$ 2,820.00
	Conduit Schedule 4	2	8		8		18	$ 2,820.00
	Conduit Schedule 5	2	8		8		18	$ 2,820.00
	Conduit Schedule 6	2	8		8		18	$ 2,820.00
	Conduit Schedule 7	2	8		8		18	$ 2,820.00
	Typical Details I		1		2		3	$ 410.00
	Typical Details II		1		2		3	$ 410.00
	Typical Details III		1		2		3	$ 410.00
	Instrumentation							
	Symbols and Abbreviations I		1		2		3	$ 410.00
	Symbols and Abbreviations II		1		2		3	$ 410.00
	Symbols and Abbreviations III		1		2		3	$ 410.00
	Existing Communication Network Diagram SCADA Demolition		8		6		14	$ 2,080.00
	Existing PLC Demolition Details 1		8		6		14	$ 2,080.00
	Existing PLC Demolition Details 2		8		6		14	$ 2,080.00
	Existing PLC Demolition Details 3		8		6		14	$ 2,080.00
	Communication Network Diagram SCADA	4	8		8		20	$ 3,320.00
	Cyber Security and SCADA Architecture	4	12	12	4		32	$ 5,320.00
	Main Electrical/Generator Bldg PLC -1 Modifications	4	16		8		28	$ 4,680.00
	Operations Building - PLC -2 (OX. Ditches, Clarifiers)	4	16		8		28	$ 4,680.00
	Operations Building - PLC -3 (Filters, Chlorine Contact Chambers)	4	16		8		28	$ 4,680.00
	Electrical Building No.3 PLC -4 (Sludge Holding Tanks, Dewatering, Chlorine Tanks)	4	16		8		28	$ 4,680.00
	Existing Headworks PLC Modifications	4	16		8		28	$ 4,680.00
	Existing Headworks P&ID Modifications	4	12		8		24	$ 4,000.00
	Equalization Basin 1 P&ID	4	12		8		24	$ 4,000.00
	Equalization Basin 2 P&ID	4	12		8		24	$ 4,000.00
	Oxidation Ditch 1 P&ID	4	16		8		28	$ 4,680.00
	Oxidation Ditch 2 P&ID	4	16		8		28	$ 4,680.00
	Blowers P&ID 1	4	16		8		28	$ 4,680.00
	Blowers P&ID 2	4	16		8		28	$ 4,680.00
	Clarifiers 1 P&ID	4	12		8		24	$ 4,000.00
	Clarifiers 2 P&ID	4	12		8		24	$ 4,000.00
	Clarifiers 3 P&ID	4	12		8		24	$ 4,000.00
	RAS Pumps P&ID	4	12		8		24	$ 4,000.00
	WAS Pumps P&ID	4	12		8		24	$ 4,000.00
	Sludge Holding Tanks P&ID	4	12		8		24	$ 4,000.00
	Sludge Holding Tanks Blowers P&ID	4	12		8		24	$ 4,000.00
	Chlorine Contact Basin P&ID	4	12		8		24	$ 4,000.00
	Digester P&ID	4	12		8		24	$ 4,000.00
	Dewatering P&ID 1	4	12		8		24	$ 4,000.00
	Dewatering P&ID 2	4	12		8		24	$ 4,000.00
	Polymers P&ID	4	12		8		24	$ 4,000.00
	Filters P&ID 1	4	16		8		28	$ 4,680.00
	Filters P&ID 2	4	16		8		28	$ 4,680.00
	Operations Building - HVAC Monitoring	4	8		8		20	$ 3,320.00
	Operations Building - HVAC Monitoring	4	8		8		20	$ 3,320.00
	Operations Building - HVAC Monitoring	4	8		8		20	$ 3,320.00
	Exhaust Fans Monitoring	4	8		8		20	$ 3,320.00
	Monitoring of MCC 1 Diagram	4	8		10		22	$ 3,560.00
	Monitoring of MCC 2 Diagram	4	8		10		22	$ 3,560.00
	Monitoring of MCC 3 Diagram	4	8		10		22	$ 3,560.00
	Monitoring of MCC 4 Diagram	4	8		10		22	$ 3,560.00
	Monitoring of MCC 5 Diagram	4	8		10		22	$ 3,560.00
	Monitoring of MCC 6 Diagram	4	8		10		22	$ 3,560.00
	Typical Details I		1		1		2	$ 290.00
	Typical Details II		1		1		2	$ 290.00
	30% QA/QC Electrical Documents		60				60	$ 10,200.00
	30% QA/QC Instrumentation Documents		60				60	$ 10,200.00
	30% Submittal Subtotal (SubTask 4.1)	334	1288	672	576	0	2870	$ 472,380.00

	4.2 - 60% Submittal Drawings							
	Electrical							
	Electrical Symbols		1		2		3	$ 410.00
	Electrical Abbreviations		1		2		3	$ 410.00
	Electrical Overall Site Plan	2	6		6		14	$ 2,240.00
	Electrical Partial Site Plan I	2	6		8		16	$ 2,480.00
	Electrical Partial Site Plan II	2	6		8		16	$ 2,480.00
	Electrical Partial Site Plan III	2	6		8		16	$ 2,480.00
	Electrical Partial Site Plan IV	2	6		8		16	$ 2,480.00
	Electrical Temporary Power Site Plan	2	6		6		14	$ 2,240.00
	Pull Box and Manhole Schedule	2	6		6		14	$ 2,240.00
	Duct Banks 1	2	6		6		14	$ 2,240.00
	Duct Banks 2	2	6		6		14	$ 2,240.00
	Lighting Site Plan and Schedule	1	6		6		13	$ 1,990.00
	Lighting Site Plan -Photometrics		6		4		10	$ 1,500.00
	Demolition Electrical Site Plan	2	4		4		10	$ 1,660.00
	Existing DAVCO Plants 1 – 4 Electrical Demolition Plan	2	4		8		14	$ 2,140.00
	Existing Filters Electrical Demolition Plan	2	4		8		14	$ 2,140.00
	Existing Chlorine Contact Basin Electrical Demolition Plan	2	4		8		14	$ 2,140.00
	Existing Chlorine Gas Disinfection Electrical Demolition Plan	2	4		8		14	$ 2,140.00
	Existing Dewatering Electrical Demolition Plan	2	4		8		14	$ 2,140.00
	Main Electrical Building - Overall One Line diagram Modifications	1	4		6		11	$ 1,650.00
	Main Electrical Building - 480 Volts Switchgear One line diagram Modifications	1	4		6		11	$ 1,650.00
	Main Electrical Building - 480 Volts Switchgear Elevation	1	4	6			11	$ 1,830.00
	Main Electrical Building - Electrical Equipment layout	1	4	6			11	$ 1,830.00
	Main Electrical Building - Electrical Power Plan	2	12	10			24	$ 4,040.00
	Main Electrical Building - Electrical Conduit Stub-Outs	2	12	8			22	$ 3,740.00
	Existing Headworks - Existing MCC Modifications	2	8		8		18	$ 2,820.00
	Existing Headworks - Electrical Power & Control Plan Modifications	2	12	8			22	$ 3,740.00
	Equalization Basin 1 - Electrical Equipment layout / Site Plan	2	8	8			18	$ 3,060.00
	Equalization Basin 2 - Electrical Equipment layout / Site Plan	2	8	8			18	$ 3,060.00
	Equalization Basin 1 - Electrical Power Plan	2	12	10			24	$ 4,040.00
	Equalization Basin 2 - Electrical Power Plan	2	12	10			24	$ 4,040.00
	Equalization Basin 1 - Lighting Plan	1	4	6			11	$ 1,830.00
	Equalization Basin 2 - Electrical Power Plan	2	12	10			24	$ 4,040.00
	Equalization Basin 1 - Lighting Plan	1	4	6			11	$ 1,830.00
	Equalization Basin 2 - Lighting Plan	1	4	6			11	$ 1,830.00
	Equalization Basin 1 - Grounding Plan	1	4	6			11	$ 1,830.00
	Equalization Basin 2 - Grounding Plan	1	4	6			11	$ 1,830.00
	Equalization Basin 1 - Lightning Protection Plan	1	4	6			11	$ 1,830.00
	Equalization Basin 2 - Lightning Protection Plan	1	4	6			11	$ 1,830.00
	Equalization Basins Transfer Pump Station - Electrical Power & Control Plan	2	4	6			12	$ 2,080.00
	Equalization Basins Transfer Pump Station - Lighting Plan	2	4	6			12	$ 2,080.00
	Equalization Basins Transfer Pump Station - Grounding Plan	2	4	4			10	$ 1,780.00
	Equalization Basins Transfer Pump Station - Lightning Plan	2	4	4			10	$ 1,780.00
	Operations Building - 480 Volts Motor Control Center One line diagram	2	8		8		18	$ 2,820.00
	Operations Building - 480 Volts Motor Control Center Elevation	2	8	6			16	$ 2,760.00
	Operations Building - 480 Volts Motor Control Center One line diagram	2	8		8		18	$ 2,820.00
	Operations Building - 480 Volts Motor Control Center Elevation	2	8	6			16	$ 2,760.00
	Operations Building - Control Schematics I	2	8		8		18	$ 2,820.00
	Operations Building - Control Schematics II	2	8		8		18	$ 2,820.00
	Operations Building - Control Schematics III	2	8		8		18	$ 2,820.00
	Operations Building - Control Schematics IV	2	8		8		18	$ 2,820.00
	Operations Building - Control Schematics V	2	8		8		18	$ 2,820.00
	Operations Building - Control Schematics VI	2	8		8		18	$ 2,820.00
	Operations Building - Panelboard Schedules	2	8		8		18	$ 2,820.00
	Operations Building - Panelboard Schedules	2	8		8		18	$ 2,820.00
	Operations Building - Electrical Equipment layout	1	6	6			13	$ 2,170.00
	Operations Building - Electrical Power Plan I	2	12	12			26	$ 4,340.00
	Operations Building - Electrical Power Plan II	2	12	12			26	$ 4,340.00
	Operations Building - Electrical Power Plan III	2	12	12			26	$ 4,340.00
	Operations Building - Electrical Power Plan IV	2	12	12			26	$ 4,340.00
	Operations Building - Lighting Plan Lower Level	1	6	6			13	$ 2,170.00
	Operations Building - Lighting Plan Upper Level	1	16	12			29	$ 4,770.00
	Operations Building - Photometrics	1	4	4			9	$ 1,530.00
	Operations Building - Fire Alarm Diagram	2	4		8		14	$ 2,140.00
	Operations Building - Fire Alarm Plan Lower Level	1	4	8			13	$ 2,130.00
	Operations Building - Fire Alarm Plan Upper Level	1	4	8			13	$ 2,130.00
	Operations Building - CCTV Diagram	2	4		8		14	$ 2,140.00
	Operations Building - CCTV Plan	2	4	8			14	$ 2,380.00
	Operations Building - Security Door Access Diagram	1	4		8		13	$ 1,890.00
	Operations Building - Security Door Access Plan Lower Level	1	4	8			13	$ 2,130.00
	Operations Building - Security Door Access Plan Upper Level	1	4	8			13	$ 2,130.00
	Operations Building - Security Door Access Plan Lower Level	1	4	8			13	$ 2,130.00
	Operations Building - Security Door Access Plan Upper Level	1	4	8			13	$ 2,130.00
	Operations Building - Grounding Plan Lower Level	1	4	8			13	$ 2,130.00
	Operations Building - Lightning Protection Plan	1	8	8			17	$ 2,810.00
	Outdoor Bridges - Ligthing Plan	2	4	4			10	$ 1,780.00
	Oxidation Ditch 1 - Electrical Equipment layout	2	6	16			24	$ 3,920.00
	Oxidation Ditch 2 - Electrical Equipment layout	2	6	16			24	$ 3,920.00
	Oxidation Ditch 1 - Electrical Power & Control Plan	2	24	24			50	$ 8,180.00
	Oxidation Ditch 2 - Electrical Power & Control Plan	2	24	24			50	$ 8,180.00
	Oxidation Ditch 1 - Lighting Plan	1	8	8			17	$ 2,810.00
	Oxidation Ditch 2 - Lighting Plan	1	8	8			17	$ 2,810.00
	Oxidation Ditch 1 Grounding and Lightning Plan	1	8	6			15	$ 2,510.00
	Oxidation Ditch 2 Grounding and Lightning Plan	1	8	6			15	$ 2,510.00
	Blower Building - Electrical Power & Control Plan	2	24	40			66	$ 10,580.00
	Blower Building - Electrical Lighting Plan	2	6	8			16	$ 2,720.00
	Blower Building - Electrical Grounding Plan	2	6	8			16	$ 2,720.00
	Blower Building - Electrical Lightning Plan	2	6	8			16	$ 2,720.00
	Clarifiers 1 - Electrical Equipment layout	1	16	16			33	$ 5,370.00
	Clarifiers 2 - Electrical Equipment layout	1	16	16			33	$ 5,370.00
	Clarifiers 3 - Electrical Equipment layout	1	16	16			33	$ 5,370.00
	Clarifiers 1- Electrical Power & Control Plan	2	24	6			32	$ 5,480.00
	Clarifiers 2- Electrical Power & Control Plan	2	12	6			20	$ 3,440.00
	Clarifiers 3- Electrical Power & Control Plan	2	12	6			20	$ 3,440.00
	Clarifiers 1 - Lighting Plan	1	6		8		15	$ 2,230.00
	Clarifiers 2 - Lighting Plan	1	6		8		15	$ 2,230.00
	Clarifiers 3 - Lighting Plan	1	6		8		15	$ 2,230.00
	Clarifiers 1, 2 and 3 - Photometrics	1	12		8		21	$ 3,250.00
	Clarifiers 1 - Grounding and Lightning Plan	1	8	4			13	$ 2,210.00
	Clarifiers 2 - Grounding and Lightning Plan	1	8	4			13	$ 2,210.00
	Clarifiers 3 - Grounding and Lightning Plan	1	8	4			13	$ 2,210.00
	RAS Pump Station - Electrical Power and Control Plan	2	24	24			50	$ 8,180.00
	RAS Pump Station - Electrical Lighting Plan	2	8	8			18	$ 3,060.00
	RAS Pump Station - Electrical Grounding Plan	2	8	8			18	$ 3,060.00
	RAS Pump Station - Electrical Lightning Plan	2	8	8			18	$ 3,060.00

	WAS Pump Station - Electrical Power and Control Plan	2	24	24			50	$	8,180.00
	WAS Pump Station - Electrical Lighting Plan	2	8	8			18	$	3,060.00
	WAS Pump Station - Electrical Grounding Plan	2	8	8			18	$	3,060.00
	WAS Pump Station - Electrical Lightning Plan	2	8	8			18	$	3,060.00
	Filters - Electrical Equipment layout	1	16	20			37	$	5,970.00
	Filters - Electrical Power & Control Plan	1	24	30			55	$	8,830.00
	Filters - Lighting Plan	1	8	16			25	$	4,010.00
	Filters - Photometrics	1	8	8			17	$	2,810.00
	Filters- Grounding Plan	1	8	16			25	$	4,010.00
	Filters - Lightning Plan	1	8	8			17	$	2,810.00
	Chlorine Contact Basin - Electrical Equipment layout	2	8	10			20	$	3,360.00
	Chlorine Contact Basin - Electrical Power & Control Plan	2	8	10			20	$	3,360.00
	Chlorine Contact Basin - Lighting Plan	1	4	6			11	$	1,830.00
	Chlorine Contact Basin - Photometrics	1	4	6			11	$	1,830.00
	Chlorine Contact Basin - Grounding Plan	1	4	6			11	$	1,830.00
	Chlorine Contact Basin - Lightning Plan	1	4	6			11	$	1,830.00
	Electrical bldg No. 3 - 480 Volts Motor Control Center One line diagram	2	8		8		18	$	2,820.00
	Electrical bldg No. 3 - 480 Volts Motor Control Center Elevation	2	8	6			16	$	2,760.00
	Electrical bldg No. 3 - 480 Volts Motor Control Center Elevation	2	8	6			16	$	2,760.00
	Electrical bldg No. 3 - Control Schematics I	2	8		8		18	$	2,820.00
	Electrical bldg No. 3 - Control Schematics II	2	8		8		18	$	2,820.00
	Electrical bldg No. 3 - Control Schematics II	2	8		8		18	$	2,820.00
	Electrical bldg No. 3 - Panelboard Schedules	2	8		6		16	$	2,580.00
	Electrical bldg No. 3 - Electrical Equipment Layout	2	8	10			20	$	3,360.00
	Electrical bldg No. 3 - Power & Control Plan	2	16	12			30	$	5,020.00
	Electrical bldg No. 3 - Fire Alarm Diagram	1	8		6		15	$	2,330.00
	Electrical bldg No. 3 - Fire Alarm Plan	1	2	8			11	$	1,790.00
	Electrical bldg No. 3 - CCTV Diagram	1	2		6		9	$	1,310.00
	Electrical bldg No. 3 - CCTV Plan	1	2	8			11	$	1,790.00
	Sludge Holdink Tanks - Electrical Power & Control Plan	2	12	10			24	$	4,040.00
	Sludge Holdink Tanks - Lighting Plan	1	4	8			13	$	2,130.00
	Sludge Holdink Tanks - Photometrics	1	4	8			13	$	2,130.00
	Sludge Holdink Tanks - Grounding and Lightning Protection Plan	1	4	8			13	$	2,130.00
	Sludge Holding Blowers/Transfer Pumps- Electrical Power & Control Plan	2	16	24			42	$	6,820.00
	Sludge Holding Blowers/Transfer Pumps - Electrical Lighting Plan	2	6	8			16	$	2,720.00
	Sludge Holding Blowers/Transfer Pumps - Electrical Grounding Plan	2	6	8			16	$	2,720.00
	Sludge Holding Blowers/Transfer Pumps - Electrical Lightning Plan	2	6	8			16	$	2,720.00
	Digester Facility - Electrical Equipment layout	2	8	10			20	$	3,360.00
	Digester Facility - Electrical Power & Control Plan	2	12	10			24	$	4,040.00
	Digestor Facility - Lighting Plan	1	4	8			13	$	2,130.00
	Digester Facility - Grounding Plan	2	8	10			20	$	3,360.00
	Dewatering Facility - Electrical Power Plan 1	2	16	16			34	$	5,620.00
	Dewatering Facility - Electrical Power Plan 2	2	16	16			34	$	5,620.00
	Dewatering Facility - Lighting Plan	1	4	8			13	$	2,130.00
	Dewatering Facility - Photometrics	1	4	8			13	$	2,130.00
	Dewatering Facility - Lightning Protection Plan	1	4	8			13	$	2,130.00
	Dewatering Facility - Grounding Plan	1	8	8			17	$	2,810.00
	Liquid Chlorine Tanks- Electrical Power & Control Plan	2	12	10			24	$	4,040.00
	Chemical Metering Area- Electrical Power & Control Plan	2	12	10			24	$	4,040.00
	Liquid Chlorine Tanks- Electrical Lighting Plan	2	8	10			20	$	3,360.00
	Chemical Metering Area- Electrical Lighting Plan	2	12	10			24	$	4,040.00
	Liquid Chlorine Tanks- Electrical Grounding and Lightning Plan	2	8	8			18	$	3,060.00
	Electrical bldg No. 4 - 480 Volts Motor Control Center One line diagram	2	8		8		18	$	2,820.00
	Electrical bldg No. 4 - 480 Volts Motor Control Center Elevation	2	8	6			16	$	2,760.00
	Electrical bldg No. 4 - Control Schematics I	2	8		8		18	$	2,820.00
	Electrical bldg No. 4 - Panelboard Schedules	2	8		8		18	$	2,820.00
	Electrical bldg No. 4 - Electrical Equipment Layout	2	8	10			20	$	3,360.00
	Electrical bldg No. 4 - Power & Control Plan	2	16	10			28	$	4,720.00
	Electrical bldg No. 4 - Fire Alarm Diagram	1	4		8		13	$	1,890.00
	Electrical bldg No. 4 - Fire Alarm Plan	1	2	6			9	$	1,490.00
	Electrical bldg No. 4 - CCTV Diagram	1	2		8		11	$	1,550.00
	Electrical bldg No. 4 - CCTV Plan	1	2	6			9	$	1,490.00
	Conduit Schedule 1	2	8		8		18	$	2,820.00
	Conduit Schedule 2	2	8		8		18	$	2,820.00
	Conduit Schedule 3	2	8		8		18	$	2,820.00
	Conduit Schedule 4	2	8		6		16	$	2,580.00
	Conduit Schedule 5	2	8		6		16	$	2,580.00
	Conduit Schedule 6	2	8		6		16	$	2,580.00
	Conduit Schedule 7	2	8		6		16	$	2,580.00
	Conduit Schedule 8	2	8		6		16	$	2,580.00
	Conduit Schedule 9	2	8		6		16	$	2,580.00
	Conduit Schedule 10	2	8		6		16	$	2,580.00
	Conduit Schedule 11	2	8		6		16	$	2,580.00
	Conduit Schedule 12	2	8		6		16	$	2,580.00
	Conduit Schedule 13	2	8		6		16	$	2,580.00
	Conduit Schedule 14	2	8		6		16	$	2,580.00
	Conduit Schedule 15	2	8		6		16	$	2,580.00
	Conduit Schedule 16	2	8		6		16	$	2,580.00
	Conduit Schedule 17	2	8		6		16	$	2,580.00
	Conduit Schedule 18	2	8		6		16	$	2,580.00
	Conduit Schedule 19	2	8		6		16	$	2,580.00
	Conduit Schedule 20	2	8		6		16	$	2,580.00
	Typical Details I		1		2		3	$	410.00
	Typical Details II		1		2		3	$	410.00
	Typical Details III		1		2		3	$	410.00
	Typical Details IV		1		2		3	$	410.00
	Typical Details V		1		2		3	$	410.00
	Typical Details VI		1		2		3	$	410.00
	Typical Details VII		1		2		3	$	410.00
	60% QA/QC Electrical Design		80				80	$	13,600.00
	Instrumentation								
	Symbols and Abbreviations I		1		1		2	$	290.00
	Symbols and Abbreviations II		1		1		2	$	290.00
	Symbols and Abbreviations III		1		1		2	$	290.00
	Existing Communication Network Diagram SCADA Demolition		8		6		14	$	2,080.00
	Existing PLC Demolition Details 1		8		6		14	$	2,080.00
	Existing PLC Demolition Details 2		8		6		14	$	2,080.00
	Existing PLC Demolition Details 3		8		6		14	$	2,080.00
	Overall SCADA Network Diagram	4	10		6		20	$	3,420.00
	Cyber Security and SCADA Architecture	4	12	12	4		32	$	5,320.00
	Main Electrical/Generator Bldg PLC -1 Modifications	8	10		6		24	$	4,420.00
	Operations Building - PLC -2 (OX. Ditches, Clarifiers)	8	10		6		24	$	4,420.00
	Operations Building - PLC -3 (Filters, Chlorine Contact Chambers)	8	10		6		24	$	4,420.00

	Electrical Building No.3 PLC -4 (Sludge Holding Tanks, Dewatering, Chlorine Tanks)	8	10		6		24	$	4,420.00
	Existing Headworks PLC Modifications	8	10		8		26	$	4,660.00
	Existing Headworks P&ID Modifications	8	10		8		26	$	4,660.00
	Equalization Basin 1 P&ID	8	10		6		24	$	4,420.00
	Equalization Basin 2 P&ID	8	10		6		24	$	4,420.00
	Oxidation Ditch 1 P&ID 1	8	10		6		24	$	4,420.00
	Oxidation Ditch 1 P&ID 2	8	10		6		24	$	4,420.00
	Oxidation Ditch 2 P&ID 1	8	10		6		24	$	4,420.00
	Oxidation Ditch 2 P&ID 2	8	10		6		24	$	4,420.00
	Blowers P&ID 1	6	10		8		24	$	4,160.00
	Blowers P&ID 2	6	10		8		24	$	4,160.00
	Clarifiers 1 P&ID	8	10		6		24	$	4,420.00
	Clarifiers 2 P&ID	8	10		6		24	$	4,420.00
	Clarifiers 3 P&ID	8	10		6		24	$	4,420.00
	RAS Pumps P&ID	6	10		8		24	$	4,160.00
	WAS Pumps P&ID	6	10		8		24	$	4,160.00
	Sludge Holding Tanks P&ID	8	10		6		24	$	4,420.00
	Sludge Holding Tanks Blowers P&ID	6	10		8		24	$	4,160.00
	Chlorine Contact Basin P&ID	8	10		6		24	$	4,420.00
	Digester P&ID	8	10		6		24	$	4,420.00
	Dewatering P&ID 1	8	10		6		24	$	4,420.00
	Dewatering P&ID 2	8	10		6		24	$	4,420.00
	Polymers P&ID	8	10		6		24	$	4,420.00
	Liquid Chlorine Tanks P&ID	8	10		6		24	$	4,420.00
	Filters P&ID 1	8	10		6		24	$	4,420.00
	Filters P&ID 2	8	10		6		24	$	4,420.00
	Operations Building - HVAC Monitoring	8	10		6		24	$	4,420.00
	Operations Building - HVAC Monitoring	8	10		6		24	$	4,420.00
	Exhaust Fans Monitoring	8	10		6		24	$	4,420.00
	Monitoring of MCC 1 Diagram	8	10		8		26	$	4,660.00
	Monitoring of MCC 2 Diagram	8	10		8		26	$	4,660.00
	Monitoring of MCC 3 Diagram	8	10		8		26	$	4,660.00
	Monitoring of MCC 4 Diagram	8	10		8		26	$	4,660.00
	Monitoring of MCC 5 Diagram	8	10		8		26	$	4,660.00
	Monitoring of MCC 6 Diagram	8	10		8		26	$	4,660.00
	Typical Details I		2		4		6	$	820.00
	Typical Details II		2		4		6	$	820.00
	Typical Details III		2		4		6	$	820.00
	Typical Details IV		2		4		6	$	820.00
	Typical Details V		2		4		6	$	820.00
	60% QA/QC Instrumentation		80				80	$	13,600.00
	60% Submittal Subtotal (Subtask 4.2)	600	2068	1098	817	0	4583	$	764,300.00

	4.3 - 90% Submittal Drawings							
	E&IC Drawings Modifications and additions	200	1300	450	450	160	2560	$ 405,300.00
	90% QA/QC Electrical Design	8	100				108	$ 19,000.00
	90% QA/QC Instrumentation Design	8	80				88	$ 15,600.00
	90% Submittal Subtotal (Subtask 4.3)	216	1480	450	450	160	2756	$ 439,900.00
	4.4 - 100% Submittal Drawings							
	E&IC Drawings Modifications and additions	100	220	240	240	80	880	$ 133,600.00
	4.5 - E&IC Specifications							
	30% submittal Electrical Specifications	20	80			24	124	$ 20,520.00
	30% submittal Instrumentation & Controls Specifications	20	80			24	124	$ 20,520.00
	60% submittal Electrical Specifications	20	80			24	124	$ 20,520.00
	60% submittal Instrumentation & Controls Specifications	20	80			24	124	$ 20,520.00
	60% submittal Cyber Security Specifications	8	12			8	28	$ 4,680.00
	90% submittal Electrical Specifications	20	100			24	144	$ 23,920.00
	90% submittal Instrumentation & Controls Specifications	20	80			24	124	$ 20,520.00
	90% submittal Cyber Security and Hardening Specifications	8	12			8	28	$ 4,680.00
	100% submittal Electrical Specifications	20	40			24	84	$ 13,720.00
	100% submittal Instrumentation & Controls Specifications	20	40			24	84	$ 13,720.00
	Specifications Subtotal (SubTask 4.5)	176	604	0	0	208	988	$ 163,320.00
	4.6 - E&IC Opinion of Construction Cost							
	30% submittal E&IC Opinion	80	140			8	228	$ 44,440.00
	60% submittal E&IC Opinion (By CMAR)							$ -
	90% submittal E&IC Opinion (By CMAR)							$ -
	100% submittal E&IC Opinion (By CMAR)							$ -
	OPCC Subtotal SubTask 4.6	80	140	0	0	8	228	$ 44,440.00
	4.7- Coordination Meetings with individual Disciplines for Plant Expansion							
	30% Design Progress Meetings for 6 months (25 weeks)	44	80				124	$ 24,600.00
	60% Design Progress Meetings for 6 months (25 weeks)	24	80				104	$ 19,600.00
	90% Design Progress Meetings for 10 months (40 weeks)	24	80				104	$ 19,600.00
	100% Design Progress Meetings for 2 months (8 weeks)	24	40				64	$ 12,800.00
	Meetings Subtotal SubTask 4.7	116	280	0	0	0	396	$ 76,600.00
	E&IC Design/Construction Documents Subtotal (Task 4)	1622	6080	2460	2083	456	12701	$ 2,094,540.00

5	E&IC Preliminary Permitting Services for Submittal to Charlotte County Bldg Dep.							
	Submit 90% Contract Documents for preliminary Bldg Department Review	16	40	40	40	40	176	$ 24,800.00
	Coordinate and Respond to Requests for Additional Information (RAIs) FDEP	16	24				40	$ 8,080.00
	Subtotal (Task 5)	32	64	40	40	40	216	$ 32,880.00
6	E&IC BID PHASE SERVICES TO SELECT CMAR							
	Pre- Bid Meeting for Contractors to Submit CMAR proposals	4					4	$ 1,000.00
	Assistance with Advertisement	4				4	8	$ 1,320.00
	30% Progress E&IC Drawings	4	40	40	40	8	132	$ 19,240.00
	30% Progress E&IC Specifications	4	16			16	36	$ 5,000.00
	30% Design Criteria for E&IC OPCC	4	16			8	28	$ 4,360.00
	Bid RFIs/addenda During the CMAR Bid Period		8			8	16	$ 2,000.00
	Review of CMAR Proposals / Bids and Recommendation Award	4				2	6	$ 1,160.00
`	Subtotal (Task 6)	24	80	40	40	46	230	$ 34,080.00
7	E&IC CMAR COORDINATION							
	CMAR Coordination Meetings and Design Reviews -Impact Revisions (24 months)	200	400	200	200	80	1080	$ 178,400.00
	Grand Total Hours	2104	6986	2740	2441	666	14933	
	ELECTRICAL AND INSTRUMENTATION ENGINEERING SERVICE GRAND TOTAL FEE.							*$ 2,470,340.00*

architecture studio
great design shapes the future

Heather.Ripley@kimley-horn.com

March 3, 2026
Revised on March 10, 2026

Heather M. Ripley, P.E.
1514 Broadway Street, Suite 301
Fort Myers, FL 33901

Re: ***Englewood South Water Reclamation Facility Upgrades and Expansion***
140 Telman Rd. Rotonda, Florida 33947 (Charlotte County)

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1. EXECUTIVE SUMMARY

Architecture Studio Inc. is pleased to submit this proposal for professional architectural services. Our goal is to design a water reclaimed facility that is functional, efficient, and visually distinctive, tailored to your operational needs, while ensuring a smooth permitting and construction process.

2. PROJECT DESCRIPTION

Our scope of work includes the preparation of construction documents for the design of the following buildings:

Transfer Electrical Building

1. An electrical building to transfer electrical power to the dewatering building area.
2. 78 ft x 40 ft (3,120 square feet)

Blower Building

1. This building will be needed to house the blowers and support electrical for the oxidation ditches and sludge holding tanks.
2. 78 ft x 40 ft (3,120 square feet

Dewatering Building

1. 70 ft x 60 ft (4,200 square feet); this will be a two-story building.
2. Pre-engineered single slope steel structure with partial metal siding walls and a truck drive through.
3. The building is to house a screw press and flocculation tank with and discharge to the first floor.
4. There will be a second floor with equipment that will be accessible via an aluminum stair system.
5. Structural shall be provided to support the building only.

Administration Office Building:

1. 70 ft x 110 ft (15,400 square feet); this will be a two-story building.
2. Offices
3. Conference room
4. Breakroom
5. Training room
6. SCADA control equipment room
7. Bathrooms
8. Structural shall be provided to support the building only

Heating, air conditioning, ventilation, fire protection, electrical, plumbing and construction administration has been excluded as per Owner request.

3. SCOPE OF WORK

Services are organized into three distinct phases:

Phase I: Design Development

Transformation of conceptual ideas into a feasible layout.

- **Client interaction:** Collaborative meetings to review and refine the design.
- **Deliverables:** Preliminary floor plans, exterior elevations, lighting/electrical/tech concepts, and photo-realistic color rendering.

Phase II: Construction Documents

Preparation of technical drawings required for bidding and permitting.

- **Client interaction:** This is a collaborative phase where during multiple meetings we will review and make key decisions to guide the final design to approve documents for submittal.
- **Deliverables:** Finalized floor plans, elevations, and detailed technical specifications.

4. PROJECT DELIVERABLES:

- Provide an electronic set of conceptual drawings.
- Provide an electronic set of signed and sealed permit drawings suitable for the builders/owner's application and securing the permit for construction of the project.
- Address building department plan review comments (directly associated with our work) required to secure the building permit.
- Provide an electronic set of signed and sealed construction drawings with permit review comments addressed.

5. PROFESSIONAL FEES

Service Item	Rate
Architectural Fee	$137,000

6. EXCLUSIONS

The following services and costs are strictly excluded from this proposal unless otherwise agreed to in writing:

- **Engineering:** Civil, Soil/Material Testing, Heating, air conditioning, ventilation, fire protection, electrical and plumbing will be excluded. Structural associated with equipment lifts, cranes, or equipment supports.
- **Construction administration:** Shop drawing submittals, RFI's, site visits, pay request are excluded.
- **Specialty Design:** Landscape architecture, water-borne design (docks, flood plains), or historic district applications.
- **Construction Costs:** Permit fees, impact fees, and construction labor/materials.
- There are other builder/Owner submittal requirements for the permit for construction that are the responsibility of others and therefore not included within this scope of work.

7. HOURLY RATES FOR ADDITIONAL SERVICES

For services requested beyond the scope defined above, work will be billed on an hourly basis upon your prior approval:

Role	Hourly Rate
Principal Architect	$250.00
Interior Designer	$150.00
Senior Designer	$125.00
CADD Designer	$95.00
Clerical/Admin	$50.00

Project Acknowledgement

"Architecture Studio Inc. retains its copyright for the design of this project equally with the Owner. Unauthorized reuse of our design documents for another site without further payment is not permitted. The design of this project gives the Owner a one-time use in one location. Additional uses will require additional compensation to the Architect."

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8. ACCEPTANCE

Please prepare an Individual Project order for this project, authorize Architecture Studio Inc. to proceed with the services outlined herein and agree to the terms and fee structure provided.

ATTACHMENT 2 - HOURLY FEE SCHEDULE

Project Name: Englewood Water District S WRF Expansion Plant Expansion
Project Number:
Date Prepared: 3/10/2026
Estimated By: 0

Task # / Subtask ID Number	Task Name / Subtask Name/Description	Principal Architect 250.0	Interior Designer 150.0	Senior Designer 150.0	CADD Designer 95.0	Clerical / Admin 50.0	Labor Total	Other Direct Cost	Subcons Cost	Subcons Cost Markup 0%	Total Fee
1	**Design Development**										
	Dewatering Building	50		38	35	5	$ 21,775.00				$ 21,775.00
	Administration Office Building	65		45	40	5	$ 27,050.00				$ 27,050.00
	Blower Building	25		10	10	10	$ 9,200.00			$ -	$ 9,200.00
	Transfer Electrical Building	25		10	10	10	$ 9,200.00			$ -	$ 9,200.00
	Subtotal (Hours)	165	0	103	95	30					
	Subtotal (Dollars)	$41,250	$0	$15,450	$9,025	$1,500	$ 67,225.00	$ -	$ -	$ -	$ 67,225.00
2	**Construction Documents**										
	Dewatering Building	50		35	45	5	$ 22,275.00				$ 22,275.00
	Administration Office Building	70		40	50	5	$ 28,500.00				$ 28,500.00
	Blower Building	25		12	10	10	$ 9,500.00				$ 9,500.00
	Transfer Electrical Building	25		12	10	10	$ 9,500.00				$ 9,500.00
	Subtotal (Hours)	170	0	99	115	30					
	Subtotal (Dollars)	$42,500	$0	$14,850	$10,925	$1,500	$ 69,775.00	$ -	$ -		$ 69,775.00
							$ 137,000.00	**$ -**	**$ -**	**$ -**	**$ 137,000.00**

TIERRA

February 18, 2026

Kimley-Horn and Associates, Inc.
1514 Broadway Street, Suite 301
Fort Myers, FL 33901

Attn: Ms. Heather Ripley, P.E.

RE: Geotechnical Services Proposal
Englewood Water District South Water Reclamation Facility (WRF)
Expansion and Improvements
Charlotte County, Florida
Tierra Project No.: 6511-25-345

Ms. Ripley,

Tierra, Inc. (Tierra) appreciates the opportunity to submit this proposal to provide geotechnical services for the referenced project.

Project Information

Kimley-Horn and Associates, Inc. (Kimley-Horn) was recently selected to provide engineering services associated with improvements to the Englewood Water District South Water Reclamation Facility (WRF). Based on the conceptual site rendering, the following structures will be added to the site: three (3) Clarifier Tanks, two (2) Equalizer Tanks, two (2) Oxidation Ditches, one (1) Administration Building, one (1) Filter structure, one (1) Chlorine Contact Chamber, one (1) Digestors structure, one (1) Dewatering Building, along with associated parking lots and the proposed reject pond relocation. Tierra's involvement will be to provide geotechnical design considerations and recommendations for the proposed improvements.

Tierra previously provided geotechnical services as part of the design team that designed the existing headworks structure. Due to our experience at the site, Tierra is familiar with the geotechnical considerations and subsurface geological conditions that can be anticipated at the site.

Geotechnical Scope of Services

Based on our understanding of the project, the following scope of services is anticipated:

1. Review soil information from the "Soil Survey of Charlotte County, Florida" published by the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS). Review topographic information obtained from the appropriate Quadrangle Map published by the United States Geological Survey (USGS). Review design plans and as-built data for other structures at the site as made available by the County.
2. Conduct a visual reconnaissance of the project site, develop a soil boring location plan, stake/locate the borings in the field and complete utility locate requests via Sunshine State One Call.

3. Coordinate with utility locating representatives and the Water Reclamation Facility to identify soil-boring locations with respect to utilities. This proposal does not include utility locating services.

4. Perform the needed clearing operations necessary to access the three (3) Clarifier Tanks and Reject Pond relocation areas. Tierra proposed to gain access with efforts made by "mulching" equipment that is used to clear a path through underbrush while leaving the larger trees in place.

5. Perform up to 56 Standard Penetration Test (SPT) to depths ranging from 30 to 100 feet below grade within the footprint of the proposed structures as follows.

Structure/Improvement	Initial Test Borings	Depth (feet)	Borings On Berm	Depth (feet)	Borings Following Filled Pond[(1)]	Depth (feet)
Three (3) Clarifier Tanks	9	80	-	-	-	-
Two (2) EQ Tanks	6	80	-	-	-	-
Two (2) Oxidation Ditches	4	70	4	30	2	70
Admin Building	1	30	-	-	1	30
Parking Lot	2	20	-	-	-	-
Filters	1	60	1	30	-	-
Chlorine Contact Chambers	2	90	2	30	3	90
Digestors	1	90	-	-	2	90
Liquid Chlorine	1	60	-	-	1	60
Dewatering Building	1	60	-	-	1	60
Reject Pond	11	20	-	-	-	-

[(1)] Because seven structures are proposed to be located within the footprints of two of the ponds of the site, Tierra is recommending completing "Final"-level test borings once the ponds are filled in. These test borings cannot be completed at this time due to the liners that are at the base of each of these ponds. The test borings recommended after the filling of these ponds will be to verify the subsurface conditions within the pond footprints and to determine if a modification to foundation design is warranted based on preliminary conditions.

6. Visually classify and stratify the soil samples in the laboratory using the Unified Soil Classification System (USCS).

7. Perform laboratory testing on select samples for verification of visual classification and to estimate engineering properties. The testing may include fines content, Atterberg limits, organic content, natural moisture, corrosion series and consolidation tests.

8. Record groundwater levels.

9. Prepare a boring location plan and soil boring profiles that graphically depict the test locations, and soil conditions encountered.

10. Identify the locations and descriptions of any existing fill or potentially deleterious materials encountered within the borings.

11. Evaluate the feasibility of utilizing shallow and deep foundations (driven piles, drilled shafts or auger cast piles) for support of the proposed structures.

12. Generate design parameters required for the anticipated foundations including allowable bearing pressures, foundation levels and soil compaction recommendations.

13. Generate soil parameters for below grade structures including soil friction angle and unit weight.
14. Identify the general location and description of potentially deleterious materials discovered in the borings, which may interfere with the design, structure performance and construction progress.

15. Prepare a geotechnical report that summarizes the course of study pursued, the field and laboratory data generated, subsurface conditions encountered and our geotechnical recommendations.

Exclusions

- This proposal does not include utility locating or survey services. We recommend that the team includes efforts from a professional licensed surveyor and specialty utility locating professionals.
- This proposal does not include post design engineering services or construction quality control and inspection services. Tierra will be happy to provide a separate proposal for these services as the design becomes finalized.

Service Fee

The total estimated fee to complete the geotechnical services is **$232,100.90**. A unit cost breakdown is included as an attachment. We appreciate the opportunity to offer our services and look forward to working with you on this project. Should you have any questions in regard to this proposal, please do not hesitate to contact our office.

Respectfully Submitted,

TIERRA, INC.

Trevor J. Bianco, P.E.
Geotechnical Engineer

Larry P. Moore, P.E.
Principal Geotechnical Engineer

Attachment: Fee Schedule

Scope 2

	0-50	50-100	
3 Clarifier Tanks			
-9 SPT Borings @ 80'	450	270	**675 LF**
2 EQ Tanks			
-6 SPT Borings @ 80'	300	180	**450 LF**
2 Ox Ditches			
-4 SPT Borings @ 70'	200	80	**240 LF**
-4 SPT Borings on berm @ 30'	120		**120 LF**
-2 SPT Borings after pond filled in @ 70'	100	40	**120 LF**
Admin Building			
-1 SPT Boring @ 30'	30		**30 LF**
-1 SPT Boring after pond filled in @ 30'	30		**30 LF**
Parking Lot			
-2 SPT Boring on berm @ 20'	40		**40 LF**
Filters			
-1 SPT Boring @ 60'	50	10	**60 LF**
-1 SPT Boring on berm @ 30'	30		**30 LF**
Chlorine Contact Chambers			
-2 SPT Borings @ 90'	100	80	**200 LF**
-2 SPT Boring on berm @ 30'	60		**60 LF**
-3 SPT Borings after pond filled in @ 90'	150	120	**300 LF**
Digestors			
-1 SPT Boring @ 90'	50	40	**100 LF**
-2 SPT Borings after pond filled in @ 90'	100	80	**200 LF**
Liquid Chlorine			
-1 SPT Boring @ 60'	50	10	**60 LF**
-1 SPT Borings after pond filled in @ 60'	50	10	**60 LF**
Dewatering Building			
-1 SPT Boring @ 60'	50	10	**60 LF**
-1 SPT Borings after pond filled in @ 60'	50	10	**60 LF**
Reject Pond			
-11 SPT Borings @ 20'	220		**220 LF**

ORANGE = AFTER POND IS FILLED IN

LIGHT BLUE = ON BERM

Minimum 3 borings per tank per "CROM" standard

Minimum 3 borings per tank per "CROM" standard

2 Borings

Reject Pond

Ox Ditch 1

Ox Ditch 2

Parking Lot

Admin Building

Chlorine Contact Chambers

Digestors

Dewatering Building

Filters

Elec Bldg

EQ

EQ

Clarifier 3

Clarifier 2

Clarifier 1

N

0 140 280 Feet

140'-0"

Shore Lake Dr

Riffle Rd

Winchester Blvd

Cougar Way

Opal Dr

Hawk Dr

French Ct

Saint Kitts Cir

Cypress Rd

Dirt Rd

Sunset Rd

Item Description	Unit	Unit Price	Quantity	Total Price
101-Aggregate Carbonates & Organic Matter FM 5-514	Test	$ 179.00		$ -
102-Aggregate Org. Impurities S& for Concrete AASHTO T21	Test	$ 89.00		$ -
103-Aggregate Shell Content of Coarse Aggregate FM 5-555	Test	$ 126.00		$ -
104-Aggregate Sieve Anlsys of Fine & Coarse AASHTO T27	Test	$ 94.50		$ -
105-Aggregate Soundness AASHTO T104	Test	$ 385.00		$ -
106-Aggregate Specific Gravity/Absorption Coarse AASHTO T85	Test	$ 115.50		$ -
107-Aggregate Total Moisture Content by Drying AASHTO T255	Test	$ 68.50		$ -
108-Aggregate Unit Mass & Voids AASHTO T19	Test	$ 82.00		$ -
109-Aggregate Specific Gravity/Absorption Fine AASHTO T84	Test	$ 150.00		$ -
200-Asphalt Bulk Specific Gravity FM 1-T166	Test	$ 78.50		$ -
201-Asphalt Content FM 5-563	Test	$ 170.00		$ -
204-Asphalt Gradation FM 1-T030	Test	$ 111.00		$ -
206-Asphalt Los Angeles (LA) Abrasion Coarse Agg FM 3-C535	Test	$ 470.00		$ -
207-Asphalt Los Angeles (LA) Abrasion Small Agg FM 1-T096	Test	$ 373.00		$ -
209-Asphalt Pavement Coring – 4” dia with Base Depth Check	Each	$ 275.00		$ -
210-Asphalt Pavement Coring – 4” dia without Base Depth Check	Each	$ 227.00		$ -
211-Asphalt Pavement Coring – 6” dia with Base Depth Check	Each	$ 345.00		$ -
212-Asphalt Pavement Coring – 6” dia without Base Depth Check	Each	$ 270.00		$ -
300-Concrete Beam Flexural Testing ASTM C78	Test	$ 66.35		$ -
301-Concrete Compressive Strength of Grout\Mortar ASTM C109	Test	$ 39.00		$ -
302-Concrete Cylinder Curing, Capping & Breaking ASTM C39	Test	$ 55.00		$ -
303-Concrete Drilled Cores & Sawed Beams ASTM C42	Test	$ 74.50		$ -
305-Concrete Pavement Coring - 4" Dia	Each	$ 280.00		$ -
306-Concrete Pavement Coring - 6" Dia	Each	$ 310.00		$ -
401-Geo Auger Borings- Hand & Truck/Mud Bug	LF	$ 15.75		$ -
402-Geo Auger Borings- Track	LF	$ 19.80		$ -
403-Geo Backhoe (Owned)	Day	$ 1,500.00		$ -
405-Geo Barge (Owned)	Day	$ 4,200.00		$ -
406-Geo Barge Rental (Rental without labor)	Day	$ 5,800.00		$ -
407-Geo Chainsaw (Owned)	Day	$ 145.00		$ -
415-Geo Double Ring Infiltration ASTM D3385	Each	$ 704.00		$ -
416-Geo Dozer (Owned)	Day	$ 1,800.00		$ -
418-Geo Drill Crew Support Vehicle	Day	$ 300.00	34	$ 10,200.00
421-Geo Dynamic Pile Testing/Pile Driving Analyzer	Day	$ 630.00		$ -
422-Geo Extra SPT Samples-Barge/Track/Amphibious 000-050 Ft	Each	$ 115.00		$ -
423-Geo Extra SPT Samples-Barge/Track/Amphibious 050-100 Ft	Each	$ 115.00		$ -
424-Geo Extra SPT Samples-Barge/Track/Amphibious 100-150 Ft	Each	$ 135.00		$ -
425-Geo Extra SPT Samples-Barge/Track/Amphibious 150-200 Ft	Each	$ 185.00		$ -
427-Geo Extra SPT Samples-Truck/Mud Bug 000-050 Ft	Each	$ 115.00		$ -
428-Geo Extra SPT Samples-Truck/Mud Bug 050-100 Ft	Each	$ 115.00		$ -
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	$ 130.00		$ -
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	$ 130.00		$ -
432-Geo Field Permeability 0-10 Ft (Open - End Borehole Method)	Each	$ 440.00		$ -
434-Geo Ground Penetrating Radar (GPR)	Hour	$ 433.00		$ -
435-Geo Grout Boreholes- Barge/Track/Amphibious 000-050 Ft	LF	$ 11.70		$ -
436-Geo Grout Boreholes- Barge/Track/Amphibious 050-100 Ft	LF	$ 13.60		$ -
437-Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft	LF	$ 18.90		$ -
438-Geo Grout Boreholes- Barge/Track/Amphibious 150-200 Ft	LF	$ 27.00		$ -
440-Geo Grout Boreholes- Truck/Mud Bug 000-050 Ft	LF	$ 8.05	2230	$ 17,951.50
441-Geo Grout Boreholes- Truck/Mud Bug 050-100 Ft	LF	$ 9.95	940	$ 9,353.00
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	$ 14.70		$ -

Item Description	Unit	Unit Price	Quantity	Total Price
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	$ 19.95		$ -
445-Geo Grouted Monitor Well 2" 000-050 Ft	LF	$ 90.00		$ -
450-Geo Piezometer 2" 000-050 Ft	LF	$ 55.00		$ -
453-Geo Rock Coring Barge/Track/Amphibious 000-050 Ft less than 4" ID	LF	$ 78.80		$ -
455-Geo Rock Coring Barge/Track/Amphibious 050-100 Ft less than 4" ID	LF	$ 88.00		$ -
457-Geo Rock Coring Barge/Track/Amphibious 100-150 Ft less than 4" ID	LF	$ 98.00		$ -
459-Geo Rock Coring Barge/Track/Amphibious 150-200 Ft less than 4" ID	LF	$ 116.30		$ -
463-Geo Rock Coring Truck/Mud Bug 000-050 Ft less than 4" ID	LF	$ 55.00		$ -
465-Geo Rock Coring Truck/Mud Bug 050-100 Ft less than 4" ID	LF	$ 62.10		$ -
467-Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID	LF	$ 71.45		$ -
473-Geo SPT Barge/Track/Amphibious 000-050 Ft	LF	$ 39.00		$ -
474-Geo SPT Barge/Track/Amphibious 050-100 Ft	LF	$ 38.30		$ -
475-Geo SPT Barge/Track/Amphibious 100-150 Ft	LF	$ 58.25		$ -
476-Geo SPT Barge/Track/Amphibious 150-200 Ft	LF	$ 78.45		$ -
478-Geo SPT Truck-Mud Bug 0-50 Ft	LF	$ 19.50	2230	$ 43,485.00
479-Geo SPT Truck-Mud Bug 50-100 Ft	LF	$ 22.20	940	$ 20,868.00
480-Geo SPT Truck-Mud Bug 100-150 Ft	LF	$ 38.30		$ -
481-Geo SPT Truck-Mud Bug 150-200 Ft	LF	$ 50.50		$ -
483-Geo Temp Casing 3" Barge/Track/Amphibious 0-050 Ft	LF	$ 17.75		$ -
484-Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft	LF	$ 22.30		$ -
485-Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft	LF	$ 28.45		$ -
486-Geo Temp Casing 3" Barge/Track/Amphibious 150-200 Ft	LF	$ 35.30		$ -
488-Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft	LF	$ 12.75	1200	$ 15,300.00
489-Geo Temp Casing 3" Truck/Mud Bug 050-100 Ft	LF	$ 16.00	400	$ 6,400.00
490-Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	LF	$ 20.25		$ -
491-Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	LF	$ 24.45		$ -
514-Geo Truck/Mud Bug Mobil (30 miles straightline distance)	Each	$ 840.00		$ -
515-Geo Undisturbed Samples Barge/Track/Amphibious 000-050 Ft	Each	$ 315.00		$ -
516-Geo Undisturbed Samples Barge/Track/Amphibious 050-100 Ft	Each	$ 355.00		$ -
517-Geo Undisturbed Samples Barge/Track/Amphibious 100-150 Ft	Each	$ 445.00		$ -
518-Geo Undisturbed Samples Barge/Track/Amphibious 150-200 Ft	Each	$ 530.00		$ -
519-Geo Undisturbed Samples Truck/Mud Bug 000-050 Ft	Each	$ 225.00	3	$ 675.00
520-Geo Undisturbed Samples Truck/Mud Bug 050-100 Ft	Each	$ 250.00		$ -
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	$ 310.00		$ -
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	$ 353.00		$ -
525-Geo Well Development	Hour	$ 216.00		$ -
531-Geo Truck/Mudbug Drill Rig and Crew (2-person)	Hour	$ 300.00		$ -
532-Geo Truck/Mudbug Drill Rig and Crew (3-person)	Hour	$ 375.00		$ -
533-Geo Track/Barge Drill Rig and Crew (2-person)	Hour	$ 314.00		$ -
534-Geo Track/Barge Drill Rig and Crew (3-person)	Hour	$ 505.00		$ -
535-Geo Clearing Equip- Tractor, Bush Hog Attachment	Day	$ 1,950.00		$ -
536-Geo Clearing Equip-Skid Steer/ASV, ForestMulching Attach	Day	$ 1,700.00		$ -
537-Geo Clearing Equip-Skid Steer/ASV, Brush Cutter Attach	Day	$ 2,010.00		$ -
538-Geo Clearing Equipment	Day	$ 2,510.00	2	$ 5,020.00
539-Geo Wash Boring for Rock Cores 0-50 Ft	LF	$ 14.00		$ -
540-Geo Wash Boring for Rock Cores 50-100 Ft	LF	$ 16.25		$ -
541-Geo Wash Boring for Rock Cores 100-150 Ft	LF	$ 24.00		$ -
542-Geo Wash Boring for Rock Cores 150-200 Ft	LF	$ 27.25		$ -
602-Mobilization-Vibration Monitoring Equipment	Each	$ 399.00		$ -
603-Mobilization Asphalt Coring Equipment	Each	$ 515.00		$ -
604-Mobilization Barge Large	Each	$ 15,400.00		$ -

Item Description	Unit	Unit Price	Quantity	Total Price
606-Mobilization Concrete Coring	Each	$ 510.00		$ -
608 Mobilization Drill Rig Amphibious	Each	$ 12,600.00		$ -
609-Geo Mobilization Drill Rig Barge Mount	Each	$ 13,000.00		$ -
610-Geo Mobilization Drill Rig Track Mount	Each	$ 3,650.00		$ -
612-Geo Mobilization Drill Rig Truck Mount	Each	$ 720.00	4	$ 2,880.00
614-Geo Mobilization Mudbug/All Terrain Vehicle	Each	$ 1,225.00	1	$ 1,225.00
618-Geo Mobilization Support Boat	Each	$ 670.00		$ -
619-Geo Mobilization Tri-Pod	Each	$ 1,900.00		$ -
620-Mobilization of Clearing Equipment	Each	$ 714.00	1	$ 714.00
701-MOT Attenuator Truck	Hour	$ 320.00		$ -
702-MOT Channelizing Devices - Type I, II, VP, Drum (each)	Each	$ 5.95		$ -
706-MOT Portable Sign	Each	$ 64.40		$ -
708-MOT Provide Channelizing Devices - Cone	Each	$ 9.80		$ -
710-MOT Shadow Vhcle w/ Adv. Warning Arrow & Attenuator	Hour	$ 325.00		$ -
712-MOT Support Vehicle	Hour	$ 162.00		$ -
800-Soils Chloride Soil or Water (FM 5-552)	Test	$ 115.00		$ -
803-Soils Consolidation - Constant Strain (ASTM D4186)	Test	$ 690.00		$ -
804-Soils Consolidation - Extended Load Increments (AASHTO T216)	Day	$ 238.00		$ -
805-Soils Corrosion Series (FM 5-550 through 5-553)	Test	$ 320.00	15	$ 4,800.00
806-Soils Direct Shear Consolidated Drained/ Point AASHTO T 236	Test	$ 440.00	1	$ 440.00
810-Soils Limerock Bearing Ratio (LBR)(FM 5-515)	Test	$ 464.00		$ -
811-Soils Liquid Limit (AASHTO T 89)	Test	$ 76.00	40	$ 3,040.00
812-Soils Materials Finer than 200 Sieve (FM 1-T011)	Test	$ 65.00	80	$ 5,200.00
817-Soils Moisture Content Laboratory (AASHTO T 265)	Test	$ 23.80	60	$ 1,428.00
819-Soils Organic Content Ignition (FM 1 T-267)	Test	$ 61.00	20	$ 1,220.00
821-Soils Particle Size Analysis (AASHTO T 88) (Including Hydrometer)	Test	$ 250.00		$ -
822-Soils Particle Size Analysis (AASHTO T 88) (No Hydrometer)	Test	$ 98.00	10	$ 980.00
823-Soils Permeability Constant Head (AASHTO T 215)	Test	$ 445.00		$ -
824-Soils Permeability Falling Head (FM 5-513)	Test	$ 385.00		$ -
825-Soils pH Soil or Water (FM 5-550)	Test	$ 65.00		$ -
826-Soils Plastic Limit & Plasticity Index (AASHTO T 90)	Test	$ 76.00	40	$ 3,040.00
827-Soils Proctor Modified (FM 1-T 180)	Test	$ 165.00		$ -
828-Soils Proctor Standard (AASHTO T 99)	Test	$ 165.00		$ -
829-Soils Resistivity Soil or Water (FM 5-551)	Test	$ 73.00		$ -
832-Soils Splitting Tensile Strength of Rock Cores (ASTM D3967)	Test	$ 195.00		$ -
833-Soils Sulfate Soil or Water (FM 5-553)	Test	$ 80.00		$ -
838-Soils Unconfined Compression - Rock (ASTM D7012, Method C)	Test	$ 250.00		$ -
Tierra Contamination Testing Rates				
Arsenic (Method 6010/7471)	Each	$ 9.00		$ -
Asbestos Samples	Each	$ 15.00		$ -
BTEX and MTBE (Method 8260)	Each	$ 65.00		$ -
Chlorinated Herbicides (Method 8151)	Each	$ 100.00		$ -
Drilling Permit Costs IE DEP	Each	$ 250.00		$ -
EDR Report	Each	$ 500.00		$ -
Field Sampling Kit (soil)	Each	$ 75.00		$ -
Field Sampling Survey Kit (water)	Each	$ 75.00		$ -
Flagman and Barricades 2-Man Crew Own Equipment	Day	$ 1,080.00		$ -
Handheld GPS	Per Day	$ 80.34		$ -
Mercury Individual (Method 6010/7471)	Each	$ 25.00		$ -
Organic Vapor Analyzer (OVA)	Day	$ 150.00		$ -
Organochlorine Pesticides (Method 8081)	Each	$ 100.00		$ -

Item Description	Unit	Unit Price	Quantity	Total Price
Organophosphorous Pesticides (Method 8141)	Each	$ 125.00		$ -
Polyaromatic Hydrocarbons (Method 8270)	Each	$ 100.00		$ -
Polychlorinated Biphenals (8082)	Each	$ 75.00		$ -
Power Auger Boring (includes decontamination to a depth of 25 feet)	Foot	$ 11.90		$ -
RCRA 8 Metals (Method 6010/7471)	Each	$ 65.00		$ -
RCRA Metals Individual (Method 6010/7471)	Each	$ 9.00		$ -
Semi-Volatiles (Method 8270)	Each	$ 200.00		$ -
Site Clearing to Access Boring or Test Locations	Hour	$ 210.00		$ -
SPLP/TCLP Metals	Each	$ 198.00		$ -
TPH Method FL-Pro	Each	$ 65.00		$ -
Ultr Low Trace Mercury GW Individual (Method 1631)	Each	$ 75.00		$ -
Volatile Organics (Method 8260)	Each	$ 95.00		$ -
Volatile Organics BTEX/MTBE(Method 8260)	Each	$ 60.00		$ -
Engineering and Technical Services				
Chief Engineer 2	Hour	$ 289.14	40	$ 11,565.60
Chief Scientist	Hour	$ 208.66		$ -
Engineer 1	Hour	$ 173.17	100	$ 17,317.00
Engineer 2	Hour	$ 188.39		$ -
Engineering Intern	Hour	$ 138.60	80	$ 11,088.00
Engineering Technician	Hour	$ 110.05	60	$ 6,603.00
Principal Engineer	Hour	$ 287.65		$ -
Secretary/Clerical	Hour	$ 80.00	4	$ 320.00
Senior Designer	Hour	$ 155.00	40	$ 6,200.00
Senior Engineer 1	Hour	$ 271.99	60	$ 16,319.40
Senior Engineer 2	Hour	$ 220.57		$ -
Senior Engineering Technician	Hour	$ 141.14	60	$ 8,468.40
			Total	**$ 232,100.90**

T2 UES, Inc.

5670 Zip Drive
Fort Myers, FL 33905
USA

Phone +1 239 277 0722

www.T2ue.com

February 27, 2026
Kimley-Horn
1514 Broadway Street, Suite 301
Fort Myers, FL 33901

RE: Boundary / Topographic / SUE
Project name – *South Water Reclamation Facility Expansion and Improvements*

Dear Ms. Ripley:

We are pleased to submit this proposal for providing surveying and SUE services for the above referenced project in Charlotte County. Please accept this letter as our official scope of services and fee.

Limits of survey:

This survey proposal is limited to the parcels identified by Charlotte County Geographic Information System as “P8-2” and “P7”

Task: Boundary and Topographic Survey:

1. Survey Effort - Office
    a. Project research and assembly for field operations and mapping
    b. Process control field notes
        i. Run closures on level runs. Balance and finalize project benchmark elevation.
        ii. Review GPS check on published control marks.
    c. Process field collected data.
        i. Register and analyze LiDAR data.
        ii. Process conventional data collection files.
    d. Map features from field collected data.
        i. The survey will include all above ground visible improvements within the survey limits.
        ii. Easements and encroachments
        iii. Topographic data will be shown at a maximum of 50-foot spacing, high and low points and other points critical to define the existing site conditions.
        iv. Storm and sanitary structures will be depicted with structure I.D. s, grate elevation, pipe size, material and invert data.
    e. Generate DTM from field data.
        i. Establish DTM limits.
        ii. Create DTM from elevation data and format for design engineer. Topographic points will be provided along corridor at approximately 50-foot intervals.
    f. Perform office Quality Assurance and Quality Control checks of mapping.
    g. Prepare Deliverable
        i. Boundary and Topographic Survey with electronic signature and seal
        ii. Digital CAD file in Autodesk Civil 3D format
        iii. Digital surface created in Autodesk Civil 3D.
    h. Project Management, calculations and supervision

2. Survey Effort - Field
    a. Set project control points.
        i. Establish horizontal control using RTK GPS procedures. All horizontal data will be in the North American Datum of 1983 (2011 adjustment), Florida State Plane Coordinates, West Zone, U.S. Survey feet.
        ii. All vertical survey data will be collected in the North American Vertical Datum of 1988 (NAVD88) and based on published survey control.
    b. Locate existing relevant PLSS Section Corners, existing boundary corners and relevant adjacent property corners

c. Locate existing right-of-way monumentation for Winchester Boulevard
d. Set boundary corners along perimeter if not existing
e. Collect horizontal and vertical feature and improvement data within the Survey Limits.
    i. Data will be collected utilizing terrestrial laser scanning and UAS LiDAR data collection procedures and equipment.
    ii. Manual data collection will be conducted in obstructed areas.
f. Conventional data collection
    i. Conventional data collection methods will be utilized to supplement laser scan data in obscured or vegetated areas.
    ii. Pond cross-sections (2 Rectangular Ponds)
g. Field review
    i. A field review will be conducted comparing final survey base map data to existing project conditions.
    ii. Map mark-ups will be created noting any changes or differences. Any missed items will be field collected at the time of field review.

Task: Subsurface Utility Exploration:
T2 will complete a SUE investigation in general accordance with ASCE Standard 38-22: Standard Guideline for Investigating and Documenting Existing Utilities. T2 will search for the existence and approximate location of subsurface utilities within the project limits except those listed under Exclusions below. The specific work includes:

1. SUE Investigation – Office
    a. Records research through customary means.
        i. Identify utilities anticipated to exist within the project limits.
        ii. Contact utility owners and request records and documents to ascertain the existence and record location of their utilities.
        iii. Document responses and compile record information
    b. Mapping
        i. All field obtained data will be mapped in Autodesk Civil 3D.
        ii. Lines will be identified to represent each utility designated and the expected quality level.
        iii. Test hole data (Quality Level A) will be shown on the map. Separate data sheet will be provided
2. Sue Investigation – Field
    a. SUE Investigation – Field
        i. Documented conductive utilities - Designate with the objective of achieving Quality Level B for conductive utilities. Where not possible, lower Quality Levels will be established. Utilities of non-conductive material installed with serviceable tracer wire or tape will be considered conductive. It is important to note, however, that the depicted location of such utilities represents the tracer rather than the actual utility.
        ii. Documented non-conductive utilities - Investigate with the objective of achieving Quality Level C. Where not possible, depict at Quality Level D. Non-conductive utilities, other than electric, with ready access allowing Sonde, metal tape or detection rod insertion and tracking will be investigated with the objective of achieving Quality Level B.
        iii. Undocumented utilities - Those utilities that may exist in the project area that have not been previously identified, are not discovered during Records Research, and for which there is no prior knowledge. T2 will use our standard search protocol in an attempt to determine the existence and approximate location of undocumented utilities; however, this work does not guarantee that all utilities will be found and depicted
        iv. Test Holes (Quality Level A) - For conflict location, exploratory and confirmation purposes, fifty (50) test holes will be completed in locations identified by Kimley-Horn, after review of the Quality Level B data submitted. See Basis and Assumptions below.
        v. Field survey of designated utility lines and test holes.

Sue Exclusions

The following utilities and / or components will not be surveyed or investigated:

- Service lines
- Traffic control
- Street light and signage wiring
- Irrigation lines
- Cathodic protection
- Thrust blocks
- Septic systems
- Underground storage tanks, piping and wiring
- SCADA/IT/Data systems
- Construction related and other temporary facilities
- Electronic depths.

Sue limitation & standard of care

Subsurface Utility Engineering is a professional practice defined by the American Society of Civil Engineers (ASCE.) T2 conducts utility investigations in general accordance with ASCE 38-22: Standard Guideline for Investigation and Documenting Existing Utilities. Identifying and mapping underground utilities is a result of gathering evidence from various sources and exact utility locations are not confirmed unless visually exposed and surveyed, and then only at those specific exposed locations. T2 will meet the prevailing standard of care for services provided and does not guarantee that all utilities can or will be identified, detected or precisely mapped.

Note:

T2ue will perform these services with due diligence, however, T2ue does not guarantee that the utilities can or will be detected at the surface using current state-of-the-art geophysical detecting equipment, including but not limited to:

- Severely corroded metallic materials or metallic materials located underneath or near other metallic structures (such as existing buildings/ equipment pads).
- Due to their depth
- Size, material composition
- Soil conditions
- Over wet surfaces (standing water)
- In areas where the equipment cannot be run directly over the ground surface.
- Utilities that may run under existing buildings/equipment–pad areas, due to access and/ or other structural components that may interfere with our equipment's electronic functionality.

Basis and assumptions:
Unless specifically stated otherwise in the Scope of Services, this proposal is conditioned on the following. Differences may result in necessary changes to the proposed scope and fee.

- Field data collection can occur within normal business hours between 8:00 a.m. and 5:00 p.m.
- The project limits and scope of services has been accurately and completely identified above.
- Field crews are not equipped or prepared to work in any areas that are, or may have been, contaminated with hazardous materials.
- Tree survey has not been considered for this scope and fee.

Submittals:

- Two (2) hard copies of the Boundary and Topographic Survey with signature and seal
- PDF of survey with electronic signature and seal
- Survey in Autodesk Civil 3D with all intelligent objects intact
- Digital surface in Autodesk Civil 3D with all intelligent objects intact
- SUE CAD File with Quality Level “A” and “B”
- Test Hole Matrix
- Test Hole Photo Reports

Thank you for considering us to provide you with these services. Please feel free to contact me with any questions you may have.

Sincerely,

Scott R. Urquhart

Scott Urquhart, PSM
UTILITY ENGINEERING & SURVEYING
BRANCH MANAGER
T2 UES, Inc.

ATTACHMENT D - HOURLY FEE SCHEDULE

Project Name: Englewood Water District S WRF Expansion
Project Number:
Date Prepared: 2/27/2026

Task # Subtask ID Number	Task Name Subtask Name/Description	Branch Manager 235.0	Survey Project Manager 1 158.0	Surveyor 125.0	2 Person Field Crew 200.0	1 Person Field Crew 110.0	Senior CAD Technician 125.0	SUE Designating Crew 250.0	SUE VAC Crew 300.0	Admin / Clerical 90.0	Labor Total	Other Direct Cost	Total Fee
1													
Survey													
	Boundary / Topographic Survey	8	82	88	216	20	108	0``	0	10	$ 85,636.00	$ -	$ 85,636.00
	LiDAR Drone										$ -	$ 2,640	$ 2,640.00
											$ -		$ -
	Subtotal (Hours)	8	82	88	216	20	108	0	0	10			
	Subtotal (Dollars)	$1,880	$12,956	$11,000	$43,200	$2,200	$13,500	$0	$0	$900	$ 85,636.00	$ 2,640.00	$ 88,276.00
2													
SUE													
	Designating (Quality Level B)	1	8		40		30	150		2	$ 50,929.00		$ 50,929.00
	Test Holes (Quality Level A)	1	8			16	10		100	2	$ 34,689.00		$ 34,689.00
											$ -		$ -
											$ -		$ -
	Subtotal (Hours)	2	16	0	40	16	40	150	100	4			
	Subtotal (Dollars)	$470	$2,528	$0	$8,000	$1,760	$5,000	$37,500	$30,000	$360	$ 85,618.00	$ -	$ 85,618.00
											$ 171,254.00	**$ 2,640.00**	**$ 173,894.00**

AGREEMENT NO. 2025-142
ENGINEERING SERVICES FOR SOUTH WATER RECLAMATION FACILITY (WRF) EXPANSION AND IMPROVEMENTS

This Agreement made this 19 day of December, 2025 between ENGLEWOOD WATER DISTRICT, a Special District, in the State of Florida, hereinafter referred to as "DISTRICT" having its principal place of business at 201 Selma Avenue, Englewood, Sarasota, Florida and KIMLEY-HORN AND ASSOCIATES, INC., hereinafter referred to as "CONSULTANT" whose address is 1514 Broadway, Suite 301, Fort Myers, Florida 33901.

WITNESSETH:

Whereas, the DISTRICT has met the requirements of the Consultant's Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform the services hereunder and,

Whereas, the DISTRICT'S Administrator or his designee shall have full authority to manage and supervise the execution and completion of the Scope of Services and the terms and conditions of this Agreement and,

Whereas, the CONSULTANT acknowledges this is a non-exclusive Agreement and the amount of work and nature of work to be performed under this Agreement is defined in Scope of Services, identified in solicitation RFQ 2025-142 and made a part hereto to this Agreement.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the DISTRICT and CONSULTANT agree as follows:

1. CONTRACT DOCUMENTS

The following documents and information are incorporated and made part hereof; and shall comprise the Contract Documents.

A. This Agreement; and

B. The Request for Qualifications (RFQ) package 2025-142 – Engineering Services for South Water Reclamation Facility (WRF) Expansion and Improvements; and

C. Any addendum to the RFQ package; and

D. Exhibit 1 – Schedule of Fees; and

E. Exhibit 2 – Truth in Negotiation Certificate; and

F. Exhibit 3 –Task Order Specific Cost Certification; and

G. CONSULTANTS response to solicitation RFQ 2025-142 received on October 9, 2025, including completed DISTRICT Forms.

2. CONSULTANT'S SERVICES

A. The CONSULTANT agrees to diligently and timely perform services for the DISTRICT relating to Professional Engineering and Consulting Services as identified in RFQ 2025-142.

B. This Agreement shall commence immediately upon the execution of the Agreement by both the DISTRICT and the CONSULTANT. The term of the Agreement shall begin on the date of execution and continue for a period of five (5) years, with an option to renew for two (2) additional years, at the same terms and

conditions, subject to CONSULTANT'S satisfactory performance and mutual agreement of the DISTRICT and CONSULTANT.

3. COMPENSATION AND PAYMENT FOR CONSULTANT'S SERVICES

A. COMPENSATION

i) The DISTRICT shall authorize engineering services through the execution of Task Orders to be negotiated with and performed by the CONSULTANT. No work shall be performed under this Agreement other than through the approval of a Task Order by the DISTRICT's Administrator or the Board of Supervisors. Fees negotiated in any Task Order shall be based on the hourly fee rate shown schedule in Schedule of Fees, EXHIBIT 1. EXHIBIT 1 shall also include the labor rates of approved subconsultants, which shall be subject to the same fixed-rate period, price-adjustment provisions, and all other compensation terms applicable to the CONSULTANT.

ii) Compensation and Reimbursable Expenses

Compensation to the CONSULTANT shall include all profit, direct and indirect labor costs, personnel-related costs, overhead, administrative costs, and all other costs not identified as reimbursable below. No claim for reimbursement shall be made to the DISTRICT for any cost designated as non-reimbursable or required to be included within the CONSULTANT's hourly rates. Subconsultant overhead, administrative expenses, and routine internal costs are likewise non-reimbursable and must be incorporated into the subconsultant's fixed hourly rates included in EXHIBIT 1.

Reimbursable expenses shall be limited to direct third-party project costs expressly authorized in a Task Order, supported by documentation, and billed strictly at actual cost with **no markup, multiplier, fee, percentage add-on, or handling charge**.

Subconsultant Direct Project Costs

Notwithstanding the general rule above, direct project-specific costs incurred by approved subconsultants—including laboratory testing, outsourced large-format printing, outsourced scanning or reproduction, field equipment rental, permit-required deliverables, and similar technical third-party project expenses—may be reimbursed at actual cost with no markup when expressly authorized in the applicable Task Order.

Any rates, fees, multipliers, administrative charges, handling fees, markups, or other surcharges appearing in any subconsultant's rate sheet, proposal, or invoice shall not apply to this Agreement and are expressly superseded. The CONSULTANT shall ensure that all subconsultants incorporate these requirements in their agreements and invoicing practices.

Subconsultant Travel

Subconsultant travel may be reimbursed only if expressly authorized in the applicable Task Order and billed in compliance with F.S. 112.061 and FAC 69I-42, at actual cost and without markup.

Specialized Field Equipment (Limited Exception)

Specialized, high-value field equipment—such as hydrographic mapping systems, survey-grade laser scanners, GPR units (STREAM C, STREAM EM), LiDAR-equipped drones, or comparable technical devices—may be reimbursed when necessary for a specific project task, expressly approved in the Task Order, and invoiced at actual cost or a documented cost-allocation basis.

Routine field equipment (including field trucks, general tools, standard PPE, tablets, and other normal field items) is non-reimbursable and must be included in hourly labor rates.

Non-Reimbursable Costs

The following costs are non-reimbursable and must be included in hourly labor rates:

a. Consultant Travel

All travel time, mileage, lodging, meals, per diem, and other travel-related costs incurred by the CONSULTANT or its employees, including travel between the CONSULTANT's office and any DISTRICT project site. Reimbursement for significant, non-routine travel by the CONSULTANT may be authorized only on a rare, project-specific basis, and only if expressly approved and negotiated in the applicable Task Order. Any such reimbursement shall comply with F.S. 112.061 and FAC 69I-42, shall be limited to actual cost, and shall include no markup.

b. Four (4) sets of 22" × 34" signed and sealed permitting plans

These sets prepared by the CONSULTANT are non-reimbursable. Additional sets required solely by permitting authorities may be reimbursable if outsourced and expressly authorized in the Task Order.

c. Computer usage, telephone expenses, internet service, fax, routine printing/copying, postage, office supplies, and other general office overhead are non-reimbursable and shall be included in the CONSULTANT's hourly rates.

These routine internal costs must be included in hourly rates and are not reimbursable.

d. Subconsultant or subcontractor markup

Subconsultant and subcontractor work may only be reimbursed at actual third-party cost with no markup when authorized in a Task Order.

All reimbursable expenses must be pre-approved in writing by the Administrator. Documentation such as receipts, mileage logs, laboratory invoices, equipment rental agreements, or similar third-party records shall accompany all reimbursement claims.

Funding Compliance

All reimbursable expenses under this Agreement shall comply with the requirements applicable to the funding sources supporting the project, including but not limited to SRF, FDEP, FEMA, federal cost principles under 2 CFR Part 200, and any applicable federal or state rules. When funding requirements differ, the most restrictive cost-allowability rule shall apply.

Any subconsultant or CONSULTANT language inconsistent with these requirements is superseded by this Agreement.

iii) **Price Adjustment Clause.** The pricing established under this contract shall remain firm for the first two (2) years of the contract. Thereafter, the CONSULTANT may request a price adjustment in writing, along with supporting ECI data, no less than twelve (12) months after the last price increase and only once per contract year based on changes in the Employment Cost Index (ECI). The industry-specific ECI used will be '*Compensation (not seasonally adjusted): Employment Cost Index for total compensation, for private industry workers, by occupational group and industry.'* Occupational group and industry are '*Professional and business services – Professional, scientific, and technical services*' as published by the U.S. Bureau of Labor Statistics (BLS).

a. Calculation Method:

The percentage increase or decrease shall be calculated based on the 12 months, ending in the most recent published ECI data available at the time of the request.

The adjustment formula is as follows:
New Price = Current Price x (1+ ((ECI Current period – ECI Previous Period)/ECI Previous period))

ECI values shall be obtained from the U.S. Bureau of Labor Statistics (BLS) website at https://www.bls.gov/news.release/eci.t05.htm.

Maximum Allowable Adjustment: Any price adjustment should not exceed 5% per contract year, regardless of the ECI increase. If the ECI decreases, the DISTRICT reserves the right to negotiate a price reduction.

iv) The DISTRICT'S performance and obligation to pay under this Agreement are contingent upon an appropriation by the DISTRICT'S Board of Supervisors. The parties acknowledge and agree that the obligations of the DISTRICT to fulfill financial obligations of any kind pursuant to any and all provisions of this Agreement, or any subsequent agreement entered into pursuant to this Agreement, or referenced herein to which DISTRICT is a party, are and shall remain subject to the provisions of Florida Statutes Section 166.241, regardless of whether a particular obligation has been expressly so conditioned. The DISTRICT agrees to exercise all lawful and available authority to satisfy any financial obligations of DISTRICT that may arise under this Agreement; however, since funds are appropriated annually by the DISTRICT'S Board of Supervisors on a fiscal year basis, the DISTRICT'S legal liability for the payment of any costs shall not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the DISTRICT'S Board of Supervisors (nor shall such liability arise if, a request for such appropriations is excluded from the budget approved by the DISTRICT'S Board of Supervisors). During the term of this Agreement, the Administrator or his designee shall, for each fiscal period, include in the budget application submitted to the DISTRICT'S Board of Supervisors the amount necessary to fund DISTRICT'S obligations hereunder for such fiscal period. Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of DISTRICT shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by DISTRICT under this Section. This Agreement shall not constitute an indebtedness of DISTRICT nor shall it constitute an obligation for which the DISTRICT is obligated to levy or pledge any form of taxation or for which the DISTRICT has levied or pledged any form of taxation.

B. TRUTH-IN-NEGOTIATION CERTIFICATE

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed-fee professional services contract exceeding the threshold amount in Section 287.017 for Category Four, the CONSULTANT shall execute a Truth-In-Negotiation Certificate, in the form attached hereto as Exhibit 2, stating that the wage rates, indirect cost rates, and other factual unit cost data supporting the compensation under this Agreement are accurate, complete, and current as of the date of execution. This Agreement shall include a provision that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the DISTRICT determines the contract amount was increased because the CONSULTANT furnished wage rates, indirect cost rates, or other factual unit cost information that was inaccurate, incomplete, or not current as of the date of execution. All such adjustments shall be made within one (1) year following the end of the Agreement, which shall be deemed to be the date of final billing or acceptance of the work by the DISTRICT, whichever is later. Nothing in this section eliminates the CONSULTANT'S obligation to provide project-specific cost documentation or cost certifications required by federal or state funding agencies for individual Task Orders.

C. COST CERTIFICATION REQUIREMENT

For any Task Order funded in whole or in part by state or federal financial assistance that requires compliance with 2 CFR Part 200 or other federal or state cost principles, the CONSULTANT shall submit a completed and signed Task Order–Specific Cost Certification, in the form attached hereto as Exhibit 3, prior to negotiation or approval of the CONSULTANT'S fee proposal for that Task Order. This certification shall confirm that all labor classifications, hourly rates, indirect cost rates, multipliers, direct expenses, hours, and subconsultant costs proposed for the Task Order comply with the applicable federal or state requirements for cost allowability, reasonableness, and allocability. Nothing in this certification shall be construed to authorize any compensation, expense, rate, multiplier, or cost element not permitted under the Compensation provisions of this Agreement or the Schedule of Fees in Exhibit 1. The requirement for a Task Order–Specific Cost Certification shall not apply to Task Orders funded solely with local DISTRICT funds, unless otherwise required by the DISTRICT in its discretion.

D. METHOD OF PAYMENT

i) The DISTRICT shall pay the CONSULTANT through payment issued in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes. CONSULTANT's invoice shall be accompanied with a project status report to substantiate the percent completeness of the work. The DISTRICT will review the invoice with the report and verify that the services invoiced have been completed in conformity with this agreement prior to approving the invoice for payment.

ii) For those specific services that were partially completed, progress payments shall be paid, no more than once a month, in proportion to the percentage of completed work on those specific services approved in writing by the DISTRICT, based on the percentage of the amount for those specific services.

iii) The CONSULTANT's invoices shall be in a form satisfactory to the DISTRICT'S Finance Department, who shall initiate disbursements.

4. <u>INDEMNIFICATION</u>

TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONSULTANT MUST INDEMNIFY AND HOLD HARMLESS THE DISTRICT, AND ITS OFFICERS AND EMPLOYEES, FROM LIABILITIES, DAMAGES, LOSSES, AND COSTS, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, TO THE EXTENT CAUSED BY THE NEGLIGENCE, RECKLESSNESS, OR INTENTIONALLY WRONGFUL CONDUCT OF THE CONSULTANT AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE CONSULTANT IN THE PERFORMANCE OF THE AGREEMENT. THE AGREEMENT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE DISTRICT TO SUIT BY THIRD PARTIES.

THE DISTRICT MUST PROVIDE ALL AVAILABLE INFORMATION AND ASSISTANCE THAT THE CONSULTANT MAY REASONABLY REQUIRE REGARDING ANY CLAIM. IN THE EVENT OF A CLAIM, THE DISTRICT MUST PROMPTLY NOTIFY THE CONSULTANT IN WRITING BY PREPAID CERTIFIED MAIL (RETURN RECEIPT REQUESTED) OR BY DELIVERY THROUGH ANY NATIONALLY RECOGNIZED COURIER SERVICE (SUCH AS FEDERAL EXPRESS OR UPS) WHICH PROVIDES EVIDENCE OF DELIVERY, AT THE ADDRESS PROVIDED FOR RECEIPT OF NOTICES IN THIS AGREEMENT.

THIS AGREEMENT FOR INDEMNIFICATION SHALL SURVIVE TERMINATION OR COMPLETION OF THE AGREEMENT. THE INSURANCE COVERAGE AND LIMITS REQUIRED IN THIS AGREEMENT MAY OR MAY NOT BE ADEQUATE TO PROTECT THE DISTRICT AND SUCH INSURANCE COVERAGE WILL NOT BE DEEMED A LIMITATION ON THE CONSULTANT'S LIABILITY UNDER THE INDEMNITY PROVIDED IN THIS SECTION. IN ANY

PROCEEDINGS BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS INDEMNITY PROVISION, THE PREVAILING PARTY SHALL BE REIMBURSED ALL COSTS, EXPENSES AND REASONABLE ATTORNEY FEES THROUGH ALL PROCEEDINGS (AT BOTH TRIAL AND APPELLATE LEVELS).

NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO AFFECT THE RIGHTS, PRIVILEGES AND IMMUNITIES OF THE DISTRICT AS SET FORTH IN FLORIDA STATUTES SECTION 768.28. THE TERMS OF THIS SECTION SURVIVE THE TERMINATION OF THIS AGREEMENT.

FURTHER, THE CONSULTANT SHALL FULLY INDEMNIFY AND HOLD HARMLESS THE DISTRICT, FROM ANY SUITS, ACTIONS, DAMAGES, AND COSTS OF EVERY NAME AND DESCRIPTION, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATING TO VIOLATION OR INFRINGEMENT OF A TRADEMARK, COPYRIGHT, PATENT, TRADE SECRET OR INTELLECTUAL PROPERTY RIGHT.

5. CONSULTANT'S INSURANCE

A. INSURANCE

CONSULTANT and all sub-consultants and/or all sub-contractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance at the same levels specified in this agreement, against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, his agents, representatives, employees or subcontractors.

Before performing any work, CONSULTANT shall procure and maintain, during the life of the Agreement, the insurances listed below, unless otherwise specified. The policies of insurance shall be primary and written on forms acceptable to the DISTRICT and placed with insurance carriers approved and licensed by the Insurance Department of the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent." No changes are to be made to these specifications without the Administrator or designee's prior written approval. The DISTRICT may alter the amounts or types of insurance policies required by this Agreement upon agreement with CONSULTANT.

All policies except for the Workers Compensation and Professional Liability shall name Englewood Water DISTRICT as Additional Insured.

i) Workers' Compensation and Employers' Liability Insurance: In accordance with statutory requirements and Employer's Liability Insurance with limits of not less than $100,000 for each accident, not less than $100,00 for each disease, and not less than $500,000 aggregate. Coverage is to apply for all employees in the statutory limits in compliance with the applicable state and federal laws. Proof of current Worker's Compensation coverage or Worker's Compensation exemption (notarized affidavit).

ii) Professional Liability Insurance: Minimum $1,000,000 per occurrence for this project, and with a $1,000,000 policy term general aggregate. Coverage shall be extended beyond the policy year term either by a supplemental extended reporting period (ERP) with as great of duration as available, with no less coverage and reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made. The DISTRICT prefers all Professional Liability Insurance be written on an Occurrence Form; however, in the event that the professional liability insurance required by this Agreement is written on a claims-made basis, CONSULTANT warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained for a period of two (2) years or an extended reporting period (ERP) with tail coverage will be obtained and maintained for a period of two (2) years beginning at the time work under this Agreement is completed.

iii) Comprehensive Commercial General Liability Insurance: (Occurrence Form CG 00 01): The

CONSULTANT shall procure and maintain and require all sub-contractors to procure and maintain during the life of this Agreement, a comprehensive general liability policy, including but not limited to bodily injury, property damage, contractual liability, and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

The policy must include comprehensive general liability with a limit of $1,000,000 for general aggregate; $1,000,000 for each occurrence; $1,000,000 for products and completed ops; $100,000 for damage to rented premises; and $100,000 for fire damage.

The policy shall be endorsed to include the following additional insured language: "Englewood Water District and its commissioners, officers, employees, agents, and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CONSULTANT."

iv) Business Automobile Liability: The CONSULTANT shall procure and maintain and require all sub-consultants/sub-contractors to procure and maintain during the life of this Agreement, business automobile liability insurance including on all owned, hired, and non-owned automobiles. Automobile liability insurance must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if CONSULTANT has no owned autos, hired (Code 8), and non-owned (Code 9) autos.

The policy must include automobile liability with a limit of $1,000,000 for Combined Single Limit (CSL) for each accident; $1,000,000 for bodily Injury (per person); $1,000,000 for bodily Injury (per accident); and $1,000,000 for property damage (per accident).

B. WAIVER OF SUBROGATION

All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or through other means, agree to waive all rights of subrogation against the DISTRICT, its officers, officials, employees and volunteers, and the DISTRICT'S insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by CONSULTANT for the DISTRICT. It is CONSULTANT'S responsibility to notify its insurance company of the waiver of subrogation and request written authorization or the proper endorsement. Additionally, CONSULTANT, its officers, officials, agents, employees, volunteers, and any subcontractors, agree to waive all rights of subrogation against the DISTRICT and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions for which the CONSULTANT or its agents may be responsible.

C. POLICY FORM

i) All policies required by this Agreement, with the exception of Professional Liability and Workers' Compensation, are to be written on an occurrence basis and the Comprehensive Commercial General Liability Insurance shall name the Englewood Water District, Florida, and its Commissioners, officers, agents, employees, and volunteers as additional insured as their interest may appear under this Agreement. Claims Made Policies will be accepted for professional liability and hazardous materials and such other risks as are authorized by the DISTRICT. All Claims made policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, CONSULTANT agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a

retroactive date, including at least the last policy year.

ii) Insurance requirements itemized in this Agreement, and required of CONSULTANT, shall be provided by or in behalf of all subconsultants to cover their operations performed under this Agreement. CONSULTANT shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subconsultants.

iii) Each insurance policy required by this Agreement shall:

a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

b. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. CONSULTANT is to notify the DISTRICT'S Purchasing Office by written notice via certified mail, return receipt requested.

D. The DISTRICT shall retain the right to review, at any time, coverage, form, and amount of insurance.

E. The procuring of required policies of insurance shall not be construed to limit CONSULTANT'S liability nor to fulfill the indemnification provisions and requirements of this Agreement. The extent of CONSULTANT'S liability for indemnity of the DISTRICT shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between CONSULTANT and its carrier.

F. CONSULTANT shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the DISTRICT is an insured under the policy. CONSULTANT'S insurance is considered primary for any loss, regardless of any insurance maintained by the DISTRICT. CONSULTANT is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

G. All certificates of insurance must be on file with and approved by the DISTRICT before commencement of any work under this Agreement. All certificates of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704). Certificates of insurance evidencing claims made or occurrences form coverage and conditions to this Agreement, as well as the Agreement number and description of work, are to be furnished to the DISTRICT'S Purchasing Office prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the DISTRICT'S Purchasing Department before CONSULTANT will be allowed to commence or continue work. The Certificate of insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.

H. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to CONSULTANT'S insurer(s) and the DISTRICT'S Purchasing Department as soon as practicable after notice to the Insured.

6. RESPONSIBILITIES OF THE CONSULTANT

A. CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or

at the behest of CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

B. If CONSULTANT is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

C. CONSULTANT warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for CONSULTANT), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award of this Agreement.

D. CONSULTANT shall perform its services in accordance with generally accepted industry standards and practices customarily utilized by competent consultant firms in effect at the time CONSULTANT'S services are rendered. CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct in Florida Statutes, Section 112.313, as it relates to work performed under this Agreement. CONSULTANT agrees to incorporate the provisions of this paragraph into any subcontract into which it might enter with reference to the work performed.

E. CONSULTANT shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof. The DISTRICT does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its projects, activities or services. CONSULTANT shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

F. CONSULTANT shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at CONSULTANT'S offices for inspection, audit, and copying during normal business hours by the DISTRICT, or any of its authorized representatives. Such records shall be retained for a minimum of three (3) years after completion of the services, or for the longer period required by Section 7 of this Agreement or the General Records Schedule GS1-SL, if applicable.

G. The CONSULTANT shall comply with Florida Statutes Section 20.055(5), and must incorporate in all subcontracts the obligation to comply with Florida Statutes Section 20.055(5).

H. The CONSULTANT shall perform all services in each mutually agreed upon Task Order.

7. **PUBLIC RECORDS LAW**

In accordance with Florida Statutes, Section 119.0701, CONSULTANT shall comply with all public records laws, and shall specifically:

A. Keep and maintain public records required by the DISTRICT to perform the service.

i) The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See http://dos.state.fl.us/library-archives/records-management/general-records-schedules/).

ii) "Public records" means and includes those items specified in Florida Statutes, Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the DISTRICT. CONSULTANT'S records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Agreement.

B. Upon request from the DISTRICT'S custodian of public records, provide the DISTRICT, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the DISTRICT, upon request, in a format compatible with the information technology systems of the DISTRICT.

C. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, if CONSULTANT does not transfer the records to the DISTRICT following completion of the Agreement, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.

D. Upon completion of the Agreement, transfer, at no cost, to the DISTRICT all public records in CONSULTANT'S possession or keep and maintain public records required by the DISTRICT to perform the service. If CONSULTANT transfers all public records to the DISTRICT upon completion of the Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon the completion of the Agreement, CONSULTANT shall meet all applicable requirements for retaining public records.

E. Failure of CONSULTANT to comply with these requirements shall be a material breach of this Agreement. Further, CONSULTANT may be subject to penalties under Florida Statutes, Section 119.10.

F. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, ENGLEWOOD WATER DISTRICT, 201 SELMA AVE, ENGLEWOOD, FL 34223, (941) 460-1003; E-MAIL: publicrecordrequests@ewdfl.com**

8. OWNERSHIP AND USE OF DOCUMENTS

It is understood and agreed that all the documents, or reproducible copies, developed by CONSULTANT in connection with its services, including but not limited to reports, designs, specifications, and data, shall be delivered to, and shall become the property of the DISTRICT as they are received by the DISTRICT and when CONSULTANT has been fully compensated as set forth herein. CONSULTANT may keep copies of all work products for its records. CONSULTANT hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the DISTRICT. Specific written authority is required from the Administrator for CONSULTANT to use any of the work products of this Agreement on any non-DISTRICT project. Notwithstanding the above, any reuse of the work products by the DISTRICT on other projects will be at the risk of the DISTRICT.

9. TIMELY PERFORMANCE OF CONSULTANT'S PERSONNEL

The timely performance and completion of the required services is vitally important to the interest of the DISTRICT. CONSULTANT shall assign a Project Manager, together with such other personnel as are necessary, to assure faithful prosecution and timely delivery of services pursuant to the requirements of this Agreement. CONSULTANT'S personnel assigned to perform the services of this Agreement shall comply with the information presented in the professional services response proposal made a part hereof by reference. CONSULTANT shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to CONSULTANT'S key personnel must sent to the DISTRICT'S Administrator, written approval before said changes or substitution can become effective.

A. The services to be rendered by CONSULTANT shall commence within one (1) calendar week of CONSULTANT'S receipt of written Notice to Proceed/Purchase Order from the DISTRICT.

B. CONSULTANT specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth, subject only to delays caused through no fault of CONSULTANT or the DISTRICT. Time is of the essence in the performance of this Agreement.

C. CONSULTANT agrees to provide to the DISTRICT'S Project Manager, monthly written progress reports concerning the status of the work. The DISTRICT'S Project Manager may determine the format for this progress report. The DISTRICT shall be entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by CONSULTANT.

D. In the event unreasonable delays occur on the part of the DISTRICT or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by CONSULTANT which delay any Project Schedule completion date, the DISTRICT shall not unreasonably withhold the granting of an extension of the Project Schedule time limitation equal to the aforementioned delay.

10. RESPONSIBILITIES OF THE DISTRICT

A. The DISTRICT'S Project Manager is designated to serve as project coordinator and to do all things necessary to properly administer the terms and conditions of this Agreement. If necessary, the DISTRICT may authorize a specific program manager to perform the responsibilities of the DISTRICT'S Project Manager. The DISTRICT shall designate any specific program manager in the Notice to Proceed. The responsibility of the DISTRICT'S Project Manager shall include:

i) Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by CONSULTANT, and render in writing, decisions pertaining thereto within a reasonable time.

ii) Transmission of instructions, receipt of information, interpretation and definition of the

DISTRICT'S policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

iii) Review for approval or rejection all CONSULTANT'S documents and payment requests.

B. The DISTRICT shall, upon request, furnish CONSULTANT with all existing data, plans, studies and other information in the DISTRICT'S possession which may be useful in connection with the work of this Project, all of which shall be and remain the property of the DISTRICT and shall be returned to the DISTRICT'S Project Manager upon completion of the services to be performed by CONSULTANT.

C. The DISTRICT'S Project Manager shall conduct periodic reviews of the work of CONSULTANT necessary for the completion of CONSULTANT'S services during the period of this Agreement, and may make other DISTRICT personnel available, where required and necessary to assist CONSULTANT. The availability and necessity of said personnel to assist CONSULTANT shall be determined solely within the discretion of the DISTRICT.

D. The DISTRICT shall not provide any services to CONSULTANT in connection with any claim brought on behalf of or against CONSULTANT.

11. <u>TERMINATION</u>

A. TERMINATION WITH OR WITHOUT CAUSE: The performance of work under this Agreement may be terminated with or without cause by the Administrator or designee in whole or in part or whenever the Administrator or his designee determines that termination is in the DISTRICT'S best interest. Any such termination shall be effected by the delivery to the CONSULTANT of a written notice of termination at least thirty (30) days before the date of termination, specifying the extent to which performance of the work under the Agreement is terminated and the date upon which such termination becomes effective. Except as otherwise directed, the CONSULTANT shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-contracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and sub-contracts; and settle all outstanding liabilities and claims. CONSULTANT will be paid only for such work performed and materials supplied up to the termination. Under no circumstances shall the DISTRICT make any payment to CONSULTANT for services that have not been performed or that are performed subsequent to the termination date.

B. Upon termination CONSULTANT shall deliver to the DISTRICT all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by CONSULTANT in connection with its services. The DISTRICT shall, upon receipt of the aforesaid documents, pay to CONSULTANT and CONSULTANT shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in subsequent Task Orders issued, plus (2) the percentage of the work completed in any commenced but uncompleted task, less (3) all previous payments made to CONSULTANT in accordance with Section 2 of this Agreement and any amounts withheld by the DISTRICT to settle claims against or to pay indebtedness of CONSULTANT in accordance with the provisions of this Agreement.

C. FUNDING IN SUBSEQUENT FISCAL YEARS: It is expressly understood by the DISTRICT and CONSULTANT that funding for any subsequent fiscal year of the Agreement is contingent upon appropriation of monies by the DISTRICT'S Board of Supervisors, and the continuing receipt of state of federal grant funding, if applicable. In the event that funds are not available or appropriated, the DISTRICT reserves the right to terminate Task Orders issued, in connection with this Agreement. The DISTRICT will be responsible for payment of any outstanding invoices and work completed by CONSULTANT prior to such termination.

D. In the event that CONSULTANT has abandoned performance under this Agreement, then the Administrator or designee may terminate this Agreement upon three (3) calendar days' written notice to CONSULTANT indicating its intention to do so. The written notice shall state the evidence indicating CONSULTANT'S abandonment.

E. CONSULTANT shall have the right to terminate services only in the event of the DISTRICT failing to pay CONSULTANT'S properly documented and submitted invoice within ninety (90) calendar days of the approval by the DISTRICT'S Project Manager, or if the project associated with an issued Task Order is suspended by the DISTRICT for a period greater than ninety (90) calendar days.

F. The Administrator or designee reserves the right to terminate and cancel this Agreement in the event CONSULTANT is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for CONSULTANT or an assignment is made for the benefit of creditors.

G. In the event CONSULTANT breaches this Agreement, the DISTRICT shall provide written notice of the breach and CONSULTANT shall have ten (10) calendar days from the date the notice is received to cure. If CONSULTANT fails to cure to the DISTRICT'S satisfaction within the ten (10) calendar days, the Administrator or designee shall have the right to immediately terminate the Agreement and/or refuse to make any additional payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to CONSULTANT due to:

i) The quality of a portion or all of CONSULTANT'S work not being in accordance with the requirements of Task Orders issued in connection to this Agreement;

ii) The quantity of CONSULTANT'S work not being as represented in CONSULTANT'S Payment Request, or otherwise;

iii) CONSULTANT'S rate of progress being such that, in the DISTRICT'S opinion, substantial or final completion, or both, may be inexcusably delayed;

iv) CONSULTANT'S failure to use Agreement funds, previously paid to CONSULTANT by the DISTRICT, to pay CONSULTANT'S project related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;

v) Claims made, or likely to be made, against the DISTRICT or its property;

vi) Loss caused by CONSULTANT; or

vii) CONSULTANT'S failure or refusal to perform any of the obligations to the DISTRICT, after written notice and a reasonable opportunity to cure as set forth above.

12. <u>CHANGES IN SCOPE OF SERVICE</u>

Services beyond the Scope of Services which would increase or decrease compensation, time of performance or which are otherwise outside the level of effort contemplated by the Task Order, must have prior written approval of the Administrator or approval by the DISTRICT'S Board of Supervisors ("BOARD") as provided by this Agreement. All terms for the performance of such services must be agreed upon in a written document prior to any deviation from the terms herein, and when properly authorized and executed shall, become an Amendment to the Agreement.

In the event of a dispute between the Administrator and CONSULTANT arise over whether requested services constitute additional services and such dispute cannot be resolved by the Administrator and CONSULTANT, such dispute shall be promptly presented to the BOARD for resolution. The BOARD's decision shall be final and binding on the parties. Nothing contained herein deprives either party of access to the courts. During the pendency of any dispute, and provided CONSULTANT is being paid for services performed, CONSULTANT

shall promptly perform the disputed services.

13. INDEPENDENT CONSULTANT

CONSULTANT is and shall be, in the performance of all work services and activities under this Agreement, an independent Consultant and not an employee, agent or servant of the DISTRICT. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to CONSULTANT'S sole direction, supervision, and control. CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects CONSULTANT'S relationship and the relationship of its employees to the DISTRICT shall be that of an independent Consultant and not as employees or agents of the DISTRICT. CONSULTANT does not have the power or authority to bind the DISTRICT in any promise, agreement or representation other than as specifically provided for in this Agreement. CONSULTANT shall not pledge the DISTRICT'S credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

14. WAIVER

The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

15. NOTICES

Any notices, invoices, reports, or any other type of documentation required by this Agreement shall be sent by certified mail, return receipt requested, or via a recognized national courier service in a manner that provides for written or electronic record of delivery, to the addresses listed below:

CONSULTANT'S REPRESENTATIVE:
Contact Name, Position Heather Ripley, P.E.
Company Name Kimley-Horn and Associates, Inc.
Street Address 1514 Broadway, Suite 301
City, State and Zip Fort Myers, Florida 33901
Tel: 239-271-2650
Email:Heather.Ripley@Kimley-horn.com

DISTRICT'S REPRESENTATIVE:
Keith Ledford, Administrator
Englewood Water District
201 Selma Ave
Englewood, FL 34223
Tel: (941) 429-3217
Email: kledford@englewoodwater.com

16. ATTORNEY'S FEES

In any proceedings between the parties arising out of or related to this Agreement, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

17. CONFLICTS

In the event of any conflict between the provisions of this Agreement and RFQ No. 2025-142 or CONSULTANT'S response, which are made a part hereof by reference, the Agreement shall control.

18. AMENDMENT

No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. For any increase in the compensation for the services, the Administrator and the duly authorized representative for CONSULTANT shall agree in writing to this change. For all other changes, except as provided herein, the DISTRICT'S Administrator and CONSULTANT'S representative shall agree in writing to the change.

19. ASSIGNMENT

CONSULTANT shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the Administrator or designee, except that claims for the money due or to become due to CONSULTANT from the DISTRICT under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the DISTRICT. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the DISTRICT.

20. CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in their Response for the DISTRICT's Project as long as said key staff are in CONSULTANT's employment. If Administrator or his designee desires to request removal of any of CONSULTANT's staff from a Project or Task Order, Administrator or his designee shall first meet with CONSULTANT and provide reasonable justification for said request.

21. E-VERIFY COMPLIANCE NOTICE

In accordance with Section 448.095, Florida Statutes, firms providing engineering services under this solicitation are hereby notified of the following requirements:

A. E-Verify Registration: Prior to entering into a contract, the awarded firm must be registered with the E-Verify system operated by the U.S. Department of Homeland Security.

B. Verification of Employment Eligibility: The firm must use E-Verify to confirm the employment eligibility of all newly hired employees assigned to perform work under the contract.

C. Affidavit Requirement: The awarded firm must submit an affidavit affirming that it does not employ, contract with, or subcontract with unauthorized aliens.

D. Subconsultant Compliance: Any subconsultants engaged by the awarded firm must also comply with E-Verify requirements and provide similar affidavits.

E. Documentation and Retention: The firm must retain documentation of E-Verify verification for each new hire for a minimum of three years and make such records available upon request.

F. Noncompliance Penalties: Failure to comply with these requirements may result in contract termination, ineligibility for future public contracts, and financial penalties as provided by law.

By submitting qualifications, the firm acknowledges awareness of and intent to comply with these statutory obligations upon award.

22. SCRUTINIZED COMPANIES

A. As required by Florida Statutes, Section 287.135(5), for contracts of $1,000,000 or less, the CONSULTANT shall certify on a form provide by the DISTRICT, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, Section 215.4725, and that it is not engaged in a boycott of Israel.

B. As required by Florida Statutes, Section 287.135(5), for contracts of $1,000,000.00 or more, the CONSULTANT shall certify on a form provided by the DISTRICT, that all of the following are true:

i) It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, Section 215.4725, and that it is not engaged in a boycott of Israel; and

ii) It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to Florida Statutes, Section 215.473; and

iii) It is not engaged in business operations in Cuba or Syria.

C. If the CONSULTANT provides a false certification, has been placed on one of the above-noted Lists of Scrutinized Companies, or has engaged in business operations in Cuba or Syria, the CONSULTANT will be in breach of this Agreement and the DISTRICT may terminate the Agreement.

D. PENALTY**:**

i) A CONSULTANT that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of $2 million or twice the amount of the Agreement, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and

ii) Shall be ineligible to bid on any contract with the DISTRICT for three (3) years after the date the DISTRICT determined that the CONSULTANT submitted a false certification.

23. FORCE MAJEURE

A. Should performance of any obligation created under this Agreement become illegal or impossible by reason of:

i) A strike or work stoppage, unless caused by a negligent act or omission of either Party;

ii) An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;

iii) An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;

iv) A declared emergency of the federal, state, or local government; or

v) Any other like event that is beyond the reasonable control of the non-performing party;

Then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided that:

vi) The non-performing party provides written notice within five (5) days of the event of *force majeure*, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has

precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Agreement;

vii) The excuse of performance is no greater in scope or duration than required by the event of *force majeure*;

viii) No obligations of either party that arose before the *force majeure* are excused as a result of the event of force majeure; and

ix) The non-performing party uses all reasonable diligence to remedy its inability to perform.

B. Economic hardship of a party does not constitute an event of *force majeure.* A party will not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.

C. The non-performing party's affected obligations under this Agreement will be temporarily suspended during, but not longer than, the continuance of the event of *force majeure* and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance shall not be excused under this Section for a period exceeding two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term.

D. The term of the Agreement will be extended by a period equal to that during which the non-performing party's performance is suspended under this Section.

24. MISCELLANEOUS

A. Authority to Execute Agreement. The signature by any person to this Agreement shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.

B. Binding Effect/Counterparts. By the signatures affixed hereto, the Parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.

C. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Charlotte County or Sarasota County, Florida and the United States District Court for the Middle District of Florida.

D. No Agency. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that no provision contained herein, or any acts of the Parties shall be deemed to create any relationship between them other than that as detailed herein.

E. Severability. In the event any court shall hold any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be

construed as a waiver of a subsequent breach by the other party.

F. Complete Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.

G. Non-Discrimination. The DISTRICT does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities, or services. The CONSULTANT shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date stated in the preamble of the Agreement:

ATTEST:

By: _____

Name: Dawn Dodge

CONSULTANT

Brooke Arriaga

By: _____

Name: Brooke Arriaga

Title: Regional Contract Lead

ATTEST:

By: _____
Secretary to the Board

ENGLEWOOD WATER DISTRICT

By: _____
Chair, Board of Supervisors

Approved as to Form and Legality

By: _____
Robert Berntsson, DISTRICT's Attorney

EXHIBIT 1

SCHEDULE OF FEES

Kimley»Horn

December 4, 2025

Ms. Bee Wheaton
Procurement Manager
Englewood Water District
201 Selma Avenue
Englewood, FL 34223

RE: ***Response to Englewood Water District RFQ 2025-142 Engineering Services for South WRF Expansion and Improvements Rate Negotiation and Clarification Letter***

Dear Ms. Wheaton,

In response to your November 24, 2025 letter, please accept the revised attached rates for Kimley-Horn and Associates, Inc. (Kimley-Horn) and our sub-consultants for the selection of the RFQ 2025-142 Engineering Services for the South Water Reclamation Facility Expansion and Improvements.

In addition to the revised fee schedules, Kimley-Horn and their subs have confirmed:

1. The fully loaded hourly rates do not include any unallowable costs (e.g., advertising, interest, entertainment, etc.) as defined by 2 CFR Part 200 (Cost Principles).

2. All subconsultant agreements include the requested requirements so that invoicing aligns with SRF, FDEP and other grant-compliance standards.

If you should have any questions or if you require additional information, please contact me by phone at (330) 703-0484, or by email at heather.ripley@kimley-horn.com.

Sincerely,

Heather M. Ripley, P.E.
Associate

Attachments (1)

Kimley»Horn

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	*Rate*
Chief Engineer	$358
Senior Project Manager	$325
Project Manager	$260
Senior Professional	$310
Professional II	$230
Professional I	$185
Engineer In Training II	$155
Engineer in Training I	$130
Senior Designer	$185
Designer	$150
Engineering Technician	$165
Drafter/CADD Operator	$136
Construction Engineer	$220
Construction Inspector	$190
Project Accountant	$137
Administration Support Staff	$117

CONSULTING/PROFESSIONAL SERVICES

HOURLY LABOR RATE SCHEDULE

1. The hourly rates provided below are in effect from January 1, 2026.
2. Professional Services provided by consultant personnel in various projects are listed below along with salary rates:

Project Role - Job Classification	Hourly Labor Rate
Senior Electrical Engineer (or Senior Technical Expert)	$ 250.00
Lead E&IC Engineer (PE)	$ 190.00
E&IC Engineer	$ 170.00
Senior Lead BIM Designer and Multidiscipline Coordinator	$ 150.00
BIM E&IC and Multidiscipline Designer	$ 120.00
CAD (2D) Technician	$ 110.00
Senior Field E&IC Engineer (during construction)	$ 180.00
Field E&IC Inspector (during construction)	$ 165.00
Administrative Staff/ Document Processing or Clerical	$ 80.00

Mario A. Gamboa, PE
Owner Manager

SCHEDULE OF RATE VALUES

ASRus, LLC

Labor Categories	Billing Rate ($/hour)
Principal in Charge	$240
Principal Hydrogeologist	$210
Senior Hydrogeologist	$180
Project Hydrogeologist	$160
Staff Hydrogeologist	$110
Staff Scientist	$100
Field Technician	$90
Administrative	$80
Graphics Designer	$80

RATE SCHEDULE FOR PROFESSIONAL SERVICES

Personnel Classification	Hourly Billing Rate
Architect	$250.00
Interior Designer	$150.00
Senior CAD / Designer	$125.00
CAD Technician	$95.00
Clerical	$50.00

REIMBURSEABLES

Item	Quantity	Cost
Overnight Mail		Direct Cost (+ 10%)
Blueprinting (24” x 36”)	Per Sheet	Direct Cost (+ 10%)
Travel Charges (Trips Outside of Marion Cty)	Per Mile	$0.55
Renderings	Each	Quote

HYATT SURVEY SERVICES, INC.
2025 RATE SCHEDULE

BILLING UNIT	**HOURLY RATE**
Field Crews:	
Field Survey Crew: (1 Person)	**$ 155.00**
Field Survey Crew: (2 Person)	**$ 205.00**
Field Survey Crew: (3 Person)	**$ 255.00**

Note: All Field Crew rates include either robotic total station or RTK GPS equipment.

Hydrographic Survey Crew:	
Single Beam Surveys:	**$ 2,200.00/day**
Multi Beam Surveys:	**$ 2,950.00/day**

Note: Hydrographic Survey Crew rate includes all personnel and equipment for an 8-hour day.

Office:	
Survey Technician	**$ 145.00**
Professional Surveyor & Mapper	**$ 190.00**
Senior Professional Surveyor & Mapper	**$ 240.00**
Administrative Assistant:	**$ 85.00**
Additional Equipment:	
Sherp ATV: (w/o operator)	**$ 950.00/day**
Marshmaster: (w/o operator)	**$ 750.00/day**
Airboat: (w/o operator)	**$ 500.00/day**
4WD ATV/UTV:	**$ 100.00/day**

Item Description	Unit	Unit Price
209-Asphalt Pavement Coring – 4” dia with Base Depth Check	Each	$ 275.00
210-Asphalt Pavement Coring – 4” dia without Base Depth Check	Each	$ 227.00
211-Asphalt Pavement Coring – 6” dia with Base Depth Check	Each	$ 345.00
212-Asphalt Pavement Coring – 6” dia without Base Depth Check	Each	$ 270.00
300-Concrete Beam Flexural Testing ASTM C78	Test	$ 66.35
301-Concrete Compressive Strength of Grout\Mortar ASTM C109	Test	$ 39.00
302-Concrete Cylinder Curing, Capping & Breaking ASTM C39	Test	$ 55.00
303-Concrete Drilled Cores & Sawed Beams ASTM C42	Test	$ 74.50
305-Concrete Pavement Coring - 4" Dia	Each	$ 280.00
306-Concrete Pavement Coring - 6" Dia	Each	$ 310.00
401-Geo Auger Borings- Hand & Truck/Mud Bug	LF	$ 15.75
402-Geo Auger Borings- Track	LF	$ 19.80
403-Geo Backhoe (Owned)	Day	$ 1,500.00
405-Geo Barge (Owned)	Day	$ 4,200.00
406-Geo Barge Rental (Rental without labor)	Day	$ 5,800.00
407-Geo Chainsaw (Owned)	Day	$ 145.00
415-Geo Double Ring Infiltration ASTM D3385	Each	$ 704.00
416-Geo Dozer (Owned)	Day	$ 1,800.00
418-Geo Drill Crew Support Vehicle	Day	$ 300.00
421-Geo Dynamic Pile Testing/Pile Driving Analyzer	Day	$ 630.00
422-Geo Extra SPT Samples-Barge/Track/Amphibious 000-050 Ft	Each	$ 115.00
423-Geo Extra SPT Samples-Barge/Track/Amphibious 050-100 Ft	Each	$ 115.00
424-Geo Extra SPT Samples-Barge/Track/Amphibious 100-150 Ft	Each	$ 135.00
425-Geo Extra SPT Samples-Barge/Track/Amphibious 150-200 Ft	Each	$ 185.00
427-Geo Extra SPT Samples-Truck/Mud Bug 000-050 Ft	Each	$ 115.00
428-Geo Extra SPT Samples-Truck/Mud Bug 050-100 Ft	Each	$ 115.00
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	$ 130.00
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	$ 130.00
432-Geo Field Permeability 0-10 Ft (Open - End Borehole Method)	Each	$ 440.00
434-Geo Ground Penetrating Radar (GPR)	Hour	$ 433.00
435-Geo Grout Boreholes- Barge/Track/Amphibious 000-050 Ft	LF	$ 11.70
436-Geo Grout Boreholes- Barge/Track/Amphibious 050-100 Ft	LF	$ 13.60
437-Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft	LF	$ 18.90
438-Geo Grout Boreholes- Barge/Track/Amphibious 150-200 Ft	LF	$ 27.00
440-Geo Grout Boreholes- Truck/Mud Bug 000-050 Ft	LF	$ 8.05
441-Geo Grout Boreholes- Truck/Mud Bug 050-100 Ft	LF	$ 9.95
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	$ 14.70
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	$ 19.95
445-Geo Grouted Monitor Well 2" 000-050 Ft	LF	$ 90.00

Item Description	Unit	Unit Price
450-Geo Piezometer 2" 000-050 Ft	LF	$ 55.00
453-Geo Rock Coring Barge/Track/Amphibious 000-050 Ft less than 4" ID	LF	$ 78.80
455-Geo Rock Coring Barge/Track/Amphibious 050-100 Ft less than 4" ID	LF	$ 88.00
457-Geo Rock Coring Barge/Track/Amphibious 100-150 Ft less than 4" ID	LF	$ 98.00
459-Geo Rock Coring Barge/Track/Amphibious 150-200 Ft less than 4" ID	LF	$ 116.30
463-Geo Rock Coring Truck/Mud Bug 000-050 Ft less than 4" ID	LF	$ 55.00
465-Geo Rock Coring Truck/Mud Bug 050-100 Ft less than 4" ID	LF	$ 62.10
467-Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID	LF	$ 71.45
473-Geo SPT Barge/Track/Amphibious 000-050 Ft	LF	$ 39.00
474-Geo SPT Barge/Track/Amphibious 050-100 Ft	LF	$ 38.30
475-Geo SPT Barge/Track/Amphibious 100-150 Ft	LF	$ 58.25
476-Geo SPT Barge/Track/Amphibious 150-200 Ft	LF	$ 78.45
478-Geo SPT Truck-Mud Bug 0-50 Ft	LF	$ 19.50
479-Geo SPT Truck-Mud Bug 50-100 Ft	LF	$ 22.20
480-Geo SPT Truck-Mud Bug 100-150 Ft	LF	$ 38.30
481-Geo SPT Truck-Mud Bug 150-200 Ft	LF	$ 50.50
483-Geo Temp Casing 3" Barge/Track/Amphibious 0-050 Ft	LF	$ 17.75
484-Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft	LF	$ 22.30
485-Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft	LF	$ 28.45
486-Geo Temp Casing 3" Barge/Track/Amphibious 150-200 Ft	LF	$ 35.30
488-Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft	LF	$ 12.75
489-Geo Temp Casing 3" Truck/Mud Bug 050-100 Ft	LF	$ 16.00
490-Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	LF	$ 20.25
491-Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	LF	$ 24.45
514-Geo Truck/Mud Bug Mobil (30 miles straightline distance)	Each	$ 840.00
515-Geo Undisturbed Samples Barge/Track/Amphibious 000-050 Ft	Each	$ 315.00
516-Geo Undisturbed Samples Barge/Track/Amphibious 050-100 Ft	Each	$ 355.00
517-Geo Undisturbed Samples Barge/Track/Amphibious 100-150 Ft	Each	$ 445.00
518-Geo Undisturbed Samples Barge/Track/Amphibious 150-200 Ft	Each	$ 530.00
519-Geo Undisturbed Samples Truck/Mud Bug 000-050 Ft	Each	$ 225.00
520-Geo Undisturbed Samples Truck/Mud Bug 050-100 Ft	Each	$ 250.00
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	$ 310.00
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	$ 353.00
525-Geo Well Development	Hour	$ 216.00
531-Geo Truck/Mudbug Drill Rig and Crew (2-person)	Hour	$ 300.00
532-Geo Truck/Mudbug Drill Rig and Crew (3-person)	Hour	$ 375.00
533-Geo Track/Barge Drill Rig and Crew (2-person)	Hour	$ 314.00
534-Geo Track/Barge Drill Rig and Crew (3-person)	Hour	$ 505.00
535-Geo Clearing Equip- Tractor, Bush Hog Attachment	Day	$ 1,950.00
536-Geo Clearing Equip-Skid Steer/ASV, ForestMulching Attach	Day	$ 1,700.00
537-Geo Clearing Equip-Skid Steer/ASV, Brush Cutter Attach	Day	$ 2,010.00
538-Geo Clearing Equipment	Day	$ 2,510.00

Item Description	Unit	Unit Price
539-Geo Wash Boring for Rock Cores 0-50 Ft	LF	$ 14.00
540-Geo Wash Boring for Rock Cores 50-100 Ft	LF	$ 16.25
541-Geo Wash Boring for Rock Cores 100-150 Ft	LF	$ 24.00
542-Geo Wash Boring for Rock Cores 150-200 Ft	LF	$ 27.25
602-Mobilization-Vibration Monitoring Equipment	Each	$ 399.00
603-Mobilization Asphalt Coring Equipment	Each	$ 515.00
604-Mobilization Barge Large	Each	$ 15,400.00
606-Mobilization Concrete Coring	Each	$ 510.00
608 Mobilization Drill Rig Amphibious	Each	$ 12,600.00
609-Geo Mobilization Drill Rig Barge Mount	Each	$ 13,000.00
610-Geo Mobilization Drill Rig Track Mount	Each	$ 3,650.00
612-Geo Mobilization Drill Rig Truck Mount	Each	$ 720.00
614-Geo Mobilization Mudbug/All Terrain Vehicle	Each	$ 1,225.00
618-Geo Mobilization Support Boat	Each	$ 670.00
619-Geo Mobilization Tri-Pod	Each	$ 1,900.00
620-Mobilization of Clearing Equipment	Each	$ 714.00
701-MOT Attenuator Truck	Hour	$ 320.00
702-MOT Channelizing Devices - Type I, II, VP, Drum (each)	Each	$ 5.95
706-MOT Portable Sign	Each	$ 64.40
708-MOT Provide Channelizing Devices - Cone	Each	$ 9.80
710-MOT Shadow Vhcle w/ Adv. Warning Arrow & Attenuator	Hour	$ 325.00
712-MOT Support Vehicle	Hour	$ 162.00
800-Soils Chloride Soil or Water (FM 5-552)	Test	$ 115.00
803-Soils Consolidation - Constant Strain (ASTM D4186)	Test	$ 690.00
804-Soils Consolidation - Extended Load Increments (AASHTO T216)	Day	$ 238.00
805-Soils Corrosion Series (FM 5-550 through 5-553)	Test	$ 320.00
806-Soils Direct Shear Consolidated Drained/ Point AASHTO T 236	Test	$ 440.00
810-Soils Limerock Bearing Ratio (LBR)(FM 5-515)	Test	$ 464.00
811-Soils Liquid Limit (AASHTO T 89)	Test	$ 76.00
812-Soils Materials Finer than 200 Sieve (FM 1-T011)	Test	$ 65.00
817-Soils Moisture Content Laboratory (AASHTO T 265)	Test	$ 23.80
819-Soils Organic Content Ignition (FM 1 T-267)	Test	$ 61.00
821-Soils Particle Size Analysis (AASHTO T 88) (Including Hydrometer)	Test	$ 250.00
822-Soils Particle Size Analysis (AASHTO T 88) (No Hydrometer)	Test	$ 98.00
823-Soils Permeability Constant Head (AASHTO T 215)	Test	$ 445.00
824-Soils Permeability Falling Head (FM 5-513)	Test	$ 385.00
825-Soils pH Soil or Water (FM 5-550)	Test	$ 65.00
826-Soils Plastic Limit & Plasticity Index (AASHTO T 90)	Test	$ 76.00
827-Soils Proctor Modified (FM 1-T 180)	Test	$ 165.00
828-Soils Proctor Standard (AASHTO T 99)	Test	$ 165.00
829-Soils Resistivity Soil or Water (FM 5-551)	Test	$ 73.00
832-Soils Splitting Tensile Strength of Rock Cores (ASTM D3967)	Test	$ 195.00
833-Soils Sulfate Soil or Water (FM 5-553)	Test	$ 80.00
838-Soils Unconfined Compression - Rock (ASTM D7012, Method C)	Test	$ 250.00

Item Description	Unit	Unit Price
Tierra Contamination Testing Rates		
Arsenic (Method 6010/7471)	Each	$ 9.00
Asbestos Samples	Each	$ 15.00
BTEX and MTBE (Method 8260)	Each	$ 65.00
Chlorinated Herbicides (Method 8151)	Each	$ 100.00
Drilling Permit Costs IE DEP	Each	$ 250.00
EDR Report	Each	$ 500.00
Field Sampling Kit (soil)	Each	$ 75.00
Field Sampling Survey Kit (water)	Each	$ 75.00
Flagman and Barricades 2-Man Crew Own Equipment	Day	$ 1,080.00
Handheld GPS	Per Day	$ 80.34
Mercury Individual (Method 6010/7471)	Each	$ 25.00
Organic Vapor Analyzer (OVA)	Day	$ 150.00
Organochlorine Pesticides (Method 8081)	Each	$ 100.00
Organophosphorous Pesticides (Method 8141)	Each	$ 125.00
Polyaromatic Hydrocarbons (Method 8270)	Each	$ 100.00
Polychlorinated Biphenals (8082)	Each	$ 75.00
Power Auger Boring (includes decontamination to a depth of 25 feet)	Foot	$ 11.90
RCRA 8 Metals (Method 6010/7471)	Each	$ 65.00
RCRA Metals Individual (Method 6010/7471)	Each	$ 9.00
Semi-Volatiles (Method 8270)	Each	$ 200.00
Site Clearing to Access Boring or Test Locations	Hour	$ 210.00
SPLP/TCLP Metals	Each	$ 198.00
TPH Method FL-Pro	Each	$ 65.00
Ultr Low Trace Mercury GW Individual (Method 1631)	Each	$ 75.00
Volatile Organics (Method 8260)	Each	$ 95.00
Volatile Organics BTEX/MTBE(Method 8260)	Each	$ 60.00
Engineering and Technical Services		
Chief Engineer 2	Hour	$ 289.14
Chief Scientist	Hour	$ 208.66
Engineer 1	Hour	$ 173.17
Engineer 2	Hour	$ 188.39
Engineering Intern	Hour	$ 138.60
Engineering Technician	Hour	$ 110.05
Principal Engineer	Hour	$ 287.65
Secretary/Clerical	Hour	$ 80.00
Senior Designer	Hour	$ 155.00
Senior Engineer 1	Hour	$ 271.99
Senior Engineer 2	Hour	$ 220.57
Senior Engineering Technician	Hour	$ 141.14

SurvTech Solutions, Inc. Rate Table (Revised 11/26/2025)	
Category	**Hrly Rate**
Principal Surveyor	$346.50
Senior Surveyor	$205.95
Surveyor	$161.80
Party Chief	$127.84
Instrument Operator	$98.68
Rodman	$72.17
Senior Project Manager	$217.61
Project Manager	$170.99
Certified Photogrammetrist	$165.76
Aerial Sensor Operator	$105.02
LiDAR Technician	$128.71
UAV Pilot	$113.73
Spotter	$72.17
Senior CADD Technician	$117.74
CADD Technician	$80.25
Junior CADD Technician	$95.60
Safety Manager	$178.20
Admin	$85.96
Crews	**Hrly Rate**
2-Man Survey Crew	$226.52
3-Man Survey Crew	$298.69

Attachment B

MONARCH ECOLOGY GROUP, LLC.
PROFESSIONAL SERVICES FEE SCHEDULE
(EFFECTIVE THROUGH DECEMBER 31, 2028)

Labor Category	**Rate per Hour**
Principal/Technical Expert	185.00
Vice President/Director/Technical Expert	175.00
Principal Scientist/Senior Ecologist III	155.00
Senior Scientist/Ecologist II	145.00
Senior Scientist/Ecologist I	135.00
Senior Field Ecologist	125.00
Field Ecologist II	110.00
Field Ecologist I	95.00
Ecological Specialist II	85.00
Ecological Specialist I	75.00
Ecological Technician	65.00
Senior GIS Analyst	110.00
GIS Technician	95.00
Administrative Professional	55.00
Clerical	40.00

Reimbursable expenses includes reimbursement for mileage (at Standard Florida Rates) and reimbursement for any direct project costs (e.g., permit application fees) should MONARCH pay fees directly for the Applicant. Copies of receipts or proof of payment will be provided with invoices for any direct project costs. Routine internal expenses such as printing, communication, office and field supplies are included in hourly rates and will not be invoiced as reimbursable expenses.

Reimbursables will not include any mark-up, interest, multipliers or surcharges. Hourly rates and reimbursables also do not include any unallowable costs (e.g., advertising, interest, entertainment, etc.) as defined by 2 CFR Part 200 (Cost Principles).

T2 Utility Engineers

Address 1
Address 2
City, State, ZIP
Country

Phone +1 000 000 0000
Fax +1 000 000 0000

T2ue.com

FEE SCHEDULE

Professional Services Rates:

Branch Manager/ Senior Principal	$ 235.00 per hour
Chief Surveyor	$235.00 per hour
Senior Surveyor 2	$216.30 per hour
Senior Surveyor 1	$ 210.00 per hour
Survey Project Manager 1	$ 158.00 per hour
Survey Project Manager 3	$ 140.00 per hour
Survey GIS SUE Analyst 3	$ 120.00 per hour
Surveyor	$125.00 per hour
Chief Utility Coordinator	$163.00 per hour
1 Person Field Crew	$ 110.00 per hour
2 Person Field Crew	$ 200.00 per hour
SUE Designating Crew	$ 250.00 per hour
SUE Vacuum Crew	$ 300.00 per hour
Expert Witness	$ 275.00 per hour
Survey CAD Technician	$ 100.00 per hour
Senior CAD Technician	$ 125.00 per hour
Project Controls Administrator	$ 90.00 per hour
Administrative / Clerical	$ 90.00 per hour

Equipment Fee Schedule:

Hydrone Autonomous Hydrographic Equipment	$ 125.00 per hour
Survey Grade LASER scanner	$ 275.00 per hour
STREAM C MCGPR	$ 180.00 per hour
STREAM EM MCGPR	$ 200.00 per hour
LiDAR Drone	$ 330.00 per hour
Mileage	$ 0.65 per mile*
Travel and Miscellaneous Expenses	Actual Cost
Printing/Binding and Additional/Expenses	Cost

Hourly rates are charged for services including, but not limited to, meetings, a detailed review of project materials, site examinations, photography, analysis, preparation of research and reports and exhibits, computer services, and coordination of outside services. Travel time is charged at applicable hourly rates.

Invoices will be submitted monthly for the fees and expenses during the prior month if the project is over an extended period of time. If a project time frame is less than one month, an invoice will be submitted at the time the work products are completed. Invoices will be due and payable upon receipt.

*NOTE: Mileage rates will comply with Florida's rate under F.S. 112.061.

Date: **November 25, 2025**

Reference: **Englewood Water District**
Engineering Services for South Water Reclamation Facility (WRF) Expansion and Improvements

Schedule of Rate Values

Job Classification	Fully Loaded Hourly Rate*
Community Outreach Specialist	$155.00
Graphic Designer	$137.50
Multimedia Specialist	$141.00

Valerie Ciudad-Real, President

11/25/2025
Date

*Note: Hourly billing rates do not include direct expenses associated with a project. Direct expenses reimbursed by the Englewood Water District with proof of payment include:

- Printing: Only outsourced printing is reimbursable; in-house printing is considered overhead.
- Postage: Only third-party express mailing required by a project is reimbursable; routine postage is considered overhead.
- Venue Rental: Reimbursable only when required and pre-approved by the District.

V&A Consulting Engineers Englewood Water District RFQ 2025-142 South WRF Expansion and Improvements Fee Schedule	
Position	**Hourly Rate***
Principal-in-Charge	$324
Senior Project Manager	$289
Project Manager	$259
Senior Project Engineer	$241
Project Engineer	$218
Deputy Engineer	$206
Associate Engineer	$191
Graduate Engineer	$160
CAD Designer	$158
Engineering Associate	$142
Senior Inspector	$142
Senior Technician	$137
Technician	$120
Project Administrator	$99
Other Direct Costs	
Subcontractor/Subconsultant, Lab Analysis @ Cost	
F.S. 112.061 Compliant Travel (Air/Hotel/Per Diem/Car Rental), Documented Third Party Printing & Shipping:@ Cost	
Auto/Truck Mileage @ F.S. 112.061 Rate	
Approved Confined Space Entry Truck and Safety Equipment: $280/Day	

**Fully loaded hourly rates are fixed for first two years of the Agreement and do not include any unallowable costs as defined by 2 CFR Part 200.*

Jacobs

Englewood Water District
Support Staff for Kimley Horn Lead

Employee Name	Title	Rate per hour	Area of Expertise
Tennant, Matthew F (Matt)	Principle Technologist	$ 295.00	Process Engineer Technologist
TBD/Various staff	Senior Engineer I	$ 205.00	Support Process Engineer
Dolsak, Adam Neil (Adam)	Principle Architect	$ 265.00	Architectural Specialist
TBD/Various Staff	Senior Architect	$ 205.00	Architectural Support
Sharek, Robert Christopher (Chris)	Project Manager	$ 280.00	Project Management
Bittle, Alexandra Eve (Allie)	Utility/Civil Engineer	$ 205.00	Professional Engineer
TBD/Various Staff	Engineer I	$ 130.00	Engineering Intern

EXHIBIT 2

TRUTH-IN-NEGOTIATION CERTIFICATE

In compliance with Section 287.055(5)(a), Florida Statutes, the undersigned, as the duly authorized representative of the CONSULTANT, hereby certifies that the wage rates, indirect cost rates, overhead factors, and all other factual unit cost information submitted to the DISTRICT in support of the negotiation of this Agreement—including the Schedule of Fees attached hereto as Exhibit 1—are accurate, complete, and current as of the date of execution of the Agreement.

The CONSULTANT acknowledges that:

1. The DISTRICT is entitled to adjust the original contract price, and any additions thereto, to exclude any significant sums by which the DISTRICT determines the contract amount was increased because the CONSULTANT submitted wage rates, indirect cost rates, or other factual unit cost information that was inaccurate, incomplete, or not current as of the date of execution of the Agreement.
2. Any such downward contract adjustment shall be made within one (1) year following the end of the Agreement, which shall be deemed to be the date of final billing or the date of acceptance of the work by the DISTRICT, whichever occurs later.
3. This Certificate does not replace or eliminate the CONSULTANT'S obligation to provide project-specific cost documentation or cost certifications for individual Task Orders funded in whole or in part by state or federal funds.

By signing below, the CONSULTANT certifies that the foregoing information is true and correct and acknowledges the continuing obligations described above.

FIRM: Kimley-Horn and Associates, Inc.

AUTHORIZED REPRESENTATIVE: Brooke Arriaga, Regional Contract Lead
(Print Name and Title)

SIGNATURE: Brooke Arriaga

DATE: December 2, 2025

EXHIBIT 3

TASK ORDER–SPECIFIC COST CERTIFICATION

This certification applies only to the specific Task Order identified below and is required only when the Task Order is funded in whole or in part by state or federal financial assistance that requires compliance with applicable cost-principle regulations, including but not limited to 2 CFR Part 200 or other federal or state cost-allowability, cost-reasonableness, or cost-allocability standards.

Task Order Number: _____

Project Name: _____

Funding Source(s): _____
(If any portion of the funding includes state or federal funds requiring cost-principle compliance, certification is required.)

Consultant Firm: _____

Date: _____

CERTIFICATION

I hereby certify that all labor classifications, hourly rates, indirect cost rates, multipliers, hours, direct expenses, subconsultant costs, and all other proposed cost components associated with this Task Order comply with the applicable federal or state requirements for cost allowability, cost reasonableness, and cost allocability, including, when required, the standards set forth in 2 CFR Part 200, as well as any funding-agency–specific requirements associated with the identified funding source(s).

I further certify that all cost information submitted in support of the Task Order fee proposal is accurate, complete, and current as of the date of this certification.

Nothing in this certification shall be construed to authorize any compensation, expense, rate, or cost element not permitted under the Compensation provisions of this Agreement or the Schedule of Fees in Exhibit 1.

Authorized Representative: _____
(Print Name)
Title: _____

Signature: _____

Date: _____

REQUEST FOR QUALIFICATIONS

RFQ 2025-142

ENGINEERING SERVICES FOR
SOUTH WATER RECLAMATION FACILITY (WRF)
EXPANSION AND IMPROVEMENTS

ENGLEWOOD WATER DISTRICT

RFQ 2025-142
ENGINEERING SERVICES FOR SOUTH WATER RECLAMATION FACILITY (WRF) EXPANSION AND IMPROVEMENTS

LEGAL NOTICE

The Englewood Water District is requesting responses from qualified firms for professional engineering services in reference to the RFQ listed above, in accordance with the provisions of the Consultants Competitive Negotiations Act (CCNA), Florida Statute 287.055.

There will be a non-mandatory pre-submittal meeting for this solicitation to be held at the South WRF at 140 Telman Rd., Rotonda, FL 33947 at 9:00 a.m., September 23, 2025.

Requests for additional information or clarification must be submitted in writing via email to Bee Ling Wheaton, bwheaton@englewoodwater.com. The last day for submitting requests for information is September 30, 2025. No verbal requests will be entertained. Responses will be provided as an addendum and posted on platforms listed below.

Responses must be submitted in a sealed envelope, clearly marked with the name of your firm and the title of the solicitation "RFQ 2025-142 Engineering Services for South Water Reclamation Facility (WRF) Expansion and Improvements" and delivered to the attention of Bee Ling Wheaton, Procurement Department, Englewood Water District, 201 Selma Ave., Englewood, FL 34223. The deadline for submission is 2:15 p.m. on October 9, 2025. All sealed responses will be publicly opened and the names of firms read aloud at 2:30 p.m. on the same day at the District's Board Room. Responses received after the deadline for submission will not be considered for award.

A Selection Committee meeting will be held at 2:30 p.m. on October 30, 2025. The consensus meeting for final ranking to enter into the negotiations phase will be held on November 12, 2025. Meetings will be held at the District's Board Room at 201 Selma Ave., Englewood, FL 34223.

This solicitation and any addenda issued may be viewed and downloaded from DemandStar's website at www.demandstar.com or at the District's website www.englewoodwater.com in the Purchasing section.

PUBLISHED: September 9, 2025

www.demandstar.com
www.englewoodwater.com
Sarasota Herald Tribune
The Daily Sun

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SECTION 1: GENERAL INFORMATION

1.1 **Background:**

The existing South Water Reclamation Facility (WRF) is a wastewater treatment facility that utilizes the extended aeration process with effluent filtration. The South WRF is located in Charlotte County at 140 Telman Rd., Rotonda, FL 33947. The South WRF operates under FDEP Permit No. FLA014126. It has a current permitted capacity of 3.40 MGD AADF.

The facility consists of a new headworks, which includes mechanical screening, grit removal, and an odor control system, four steel circular package plants, three filter systems, a disinfection system, a sludge dewatering system, and onsite storage systems.

Plants 1 and 2 each have one 300,000-gallon surge tank, one 600,000-gallon aeration tank, one 53.5-foot diameter clarifier, and one 200,000-gallon aerobic sludge digester tank. Plant 3 has one 300,000-gallon surge tank, one 1.0-milliongallon (MG) aeration tank, and one 60-foot diameter clarifier. Plant 4 has one 360,000-gallon surge tank, one 1.2-MG aeration tank, and one 71-foot diameter clarifier. Waste-activated sludge from Plants 3 and 4 are sent to the sludge holding tanks of Plants 1 and 2.

Filtration occurs in two 322-sq.ft. disk filter units and one 695-sq.ft. disk filter unit. The filters are in parallel. The disinfection system consists of 37,500-gallon chlorine contact tank that is split into two parallel chambers and a chlorine gas feed system.
The sludge dewatering system consists of two centrifuges and a liquid polymer feed system.

On-site storage consists of two lined reject storage ponds (volumes 1.2-MG and 4.0-MG), one 3.6-MG reclaimed water storage pond, one 1.0-MG reclaimed water storage tank, and one 1.50 MGD aquifer storage and recovery (ASR) well. Underground Injection (UIC) is well rated for 2.94 MGD AADF and Land Application R-001 for 4.2 MGD AADF.

A Sewer Masterplan that was completed in June of 2021, indicated that the District could have as many as 24,000 new customers within the next 20 years. To serve these customers, the District must expand its wastewater collection/processing infrastructure. Multiple options were evaluated including rehabilitating and expanding our existing South WRF, constructing a new North WRF, and a hybrid approach that would have two plants, one in the north and one in the south. At the time, consultants estimated that the option with two plants was the most cost-effective approach. However, during a recent update to the sewer plant construction estimates, the population growth estimates revealed that the required treatment capacity of the plants was not as high as previously calculated. Based on these updated flows, it is not believed to be as advantageous to operate two separate wastewater facilities due to O&M costs and staffing. The District has decided to concentrate its efforts on rehabilitating and expanding our existing South WRF.

Over the past few years, the facility has sustained significant damage due to hurricanes. The most notable was during Hurricane Ian. The electrical feed from FPL was down and the existing generator was damaged during the storm, leaving the plant inoperable at that time until a temporary generator was provided, later being replaced by new larger generator. The facility is in need of critical hardening of various components such as main breaker, automatic transfer switches (ATS), and motor control centers (MCC). The District has secured grant funding through FDEP for the hardening of the electrical system. This project will be a priority once a consultant has been selected.

As a whole, the main components of the existing facility are nearing its life expectancy, and the economic benefit to repair vs replace has the District looking at what the viable options are and new technology available.

The Englewood Water District (District) is requesting sealed responses from qualified and experienced professional engineering firms to provide professional services related to all public utility aspects for wastewater and reclaimed water, in accordance with the scope of services described in the solicitation.

It is the intent of the district to enter into a contract with one (1) firm, in accordance with Florida Statute 287.055, whose submitted response illustrate the highest level of knowledge, experience and ability to perform the scope of services.

PROCUREMENT SCHEDULE:

The following is the anticipated schedule for the Solicitation. All dates and times up to and including the Due Date may be changed through the issuance of a written addendum to the solicitation. All times are Eastern Time (ET).

ITEM	EVENT	DATE
1.	RFQ Package Published	September 9 (Tue), 2025
2.	Non-Mandatory Pre-Submittal Meeting	September 23 (Tue), 2025 at 9:00 a.m.
3.	Deadline for Receipt of Questions	September 30 (Tue), 2025
4.	Due Date for RFQ Submittals	October 9 (Thu), 2025 by 2:15 p.m.
5.	Selection Committee Meeting (Open to Public)	October 30 (Thu), 2025 at 2:00 p.m.
6.	Shortlist Interviews (Exempt Public Meeting)	November 12 (Wed), 2025, in the a.m., time TBD.
7.	Consensus Ranking (Open to Public)	November 12 (Wed), 2025, in the p.m., time TBD.
8.	Board Approval of Contract	December 11 (Thu), 2025

SECTION 2: GENERAL TERMS AND CONDITIONS

2.1 **Definitions:**

i) Respondent: A person or firm submitting a response to this Request for Qualifications.
ii) Consultant: A successful Respondent that is awarded a contract to provide goods or services to the District.
iii) Contract or Agreement: The Request for Qualifications, all addenda issued, all affidavits, the signed agreement, all related documents that comprise the totality of the contract or agreement between the District and the Respondent.
iv) Responsible: Refers to a Respondent that has the capability in all respects to perform in full, the contract requirements, as stated in the Request for Qualifications, and the integrity and reliability that will assure good-faith performance.
v) Responsive: Refers to a Respondent whose submittal conforms in all material aspects to the terms and conditions included in the Request for Qualifications.
vi) Specifications: The term "specifications" shall mean any technical requirements specified in this Request for Qualifications or any addendum or other document issued specifying technical requirements of the Work/Service.
vii) Subconsultant/Subcontractor: The term "Subconsultant" or "Subcontractor" shall refer to any person, firm, entity, or organization, other than the employees of the successful Respondent, who contract with the successful Respondent to furnish labor, or labor and materials, in connection with the Work or Services to the District, whether directly or indirectly on behalf of the successful Respondent.

2.2 **Intent:** The Englewood Water District (The District) is requesting sealed responses from qualified and experienced professional engineering firms to provide professional services related to all public utility aspects for wastewater and reclaimed water, in accordance with the Scope of Services described in the solicitation.

It is the intent of the District to enter into a contract with one (1) firm, in accordance with Florida Statute 287.055, whose submitted response illustrate the highest level of knowledge, experience and ability to perform the Scope of Services.

2.3 **Term of Contract:** The District anticipates entering into a five (5) year contract with one (1) firm, with an option of a two (2) year renewal at the same terms and conditions.

A sample agreement for services is included for review, in SECTION 6.

A response does not constitute an agreement or a contract with the Respondent. The District's Board of Supervisors will need to approve the final draft of the contract with the successful Respondent. A response is not binding until there is a signed agreement by both Parties.

2.4 **Price Adjustment Clause:** The pricing established under this contract shall remain firm for the first two (2) years of the contract. Thereafter, the Consultant may request a price adjustment in writing, along with supporting ECI data, no less than twelve (12) months after the last price increase and only once per contract year based on changes in the Employment Cost Index (ECI). The industry-specific ECI used will be '*Compensation (not seasonally adjusted): Employment Cost Index for total compensation, for private industry workers, by occupational group and industry.'* Occupational group and industry are '*Professional and business services – Professional, scientific, and technical services*' as published by the U.S. Bureau of Labor Statistics (BLS).

i) Calculation Method

The percentage increase or decrease shall be calculated based on the 12 months, ending in the most recent published ECI data available at the time of the request.

The adjustment formula is as follows:
New Price = Current Price x (1+ ((ECI Current period – ECI Previous Period)/ECI Previous period))

ECI values shall be obtained from the U.S. Bureau of Labor Statistics (BLS) website at https://www.bls.gov/news.release/eci.t05.htm.

Maximum Allowable Adjustment: Any price adjustment should not exceed 5% per contract year, regardless of the ECI increase. If the ECI decreases, the District reserves the right to negotiate a price reduction.

2.5 **Method Of Award:** The District intends to negotiate and award a Professional Services Agreement as a result of this RFQ. The negotiation and contract award process will be completed in accordance with Florida Statute 287.055 governing the solicitation and selection of firms for professional services.

The District reserves the right to reject any and all Responses, to waive irregularities or technicalities, according to its best interests. Any sole response received for any discipline may or may not be rejected by the District, depending on available competition or the timely needs of the District. The District shall be the sole judge of the Response and the resulting agreement, and its decision shall be final.

2.6 **Development Costs:** Any expenses incurred in conjunction with the preparation of the response to this Request for Qualifications (RFQ) will be the sole responsibility of the Respondent.

2.7 **Request for Information/Clarification:** Verbal inquiries will not be accepted. Please email inquiries regarding this RFQ to Bee Ling Wheaton, Procurement Manager, bwheaton@englewoodwater.com by **September 30, 2025.**

Responses to inquiries, or any supplemental instructions will be issued in the form of written addenda. All written addenda will be posted on www.demandstar.com and the District's website www.englewoodwater.com in the Purchasing section.

2.8 **Pre-Submittal Meeting:** A non-mandatory pre-submittal meeting will be held at the South WRF located at 140 Telman Rd, Rotonda, FL 33947 on September 23, 2025, at 9:00 am ET for any firm who is interested in visiting the water reclamation facility. This will be the only time at which the firms may tour the facility.

2.9 **Preparation of Responses:**

i) The Response submittal forms specify requirements of the services to be performed or items to be purchased and must be completed and submitted with the Response. Use of any other forms will result in the rejection of the Response. The Response submittal forms must be legible. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Response to be rejected.

ii) The Response must be signed by an authorized agent of the Respondent's firm. Failure to sign the Signature Page of the Response may render the Response non-responsive.

iii) If applicable, when there is a discrepancy between unit prices and any extended prices, the unit prices will prevail.

iv) The Respondent may list clarifications, any and all variations from and exceptions to the requirements of the solicitation and contract in the Response Submittal Signature Form. Taking exception to the General Terms and Conditions may result in your Response being deemed non-responsive and disqualified.

2.10 **Addendum:** The District may issue an addendum in response to any inquiry received, prior to the due date for Responses, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Respondent should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the Solicitation document or in the addenda issued. Where there appears to be a conflict between the Solicitation and any addenda, the last addendum issued shall prevail. The Respondent is solely responsible for ensuring receipt of all addenda and any accompanying documentation. The Respondent is required to acknowledge any and all addenda issued on the Response Submittal Signature Form, together with its Response.

2.11 **Change of Response:** Prior to the scheduled due date for Responses, a Respondent may change its Response by submitting a new Response (as indicated on the cover page), with a letter on the firm's letterhead, signed by an authorized agent stating that the new Response replaces the original Response. The new submittal shall contain the letter and all information as required for submitting the original Response. No changes to a Response will be accepted after Responses have been opened.

2.12 **Response Submission and Opening of Responses:** Sealed Responses shall be delivered no later than **2:15 p.m. ET, October 9, 2025**, to the following address:

Englewood Water District
Bee Ling Wheaton, Procurement Manager
201 Selma Avenue, Englewood, FL 34223

All Responses should be clearly marked as **RFQ 2025-142 ENGINEERING SERVICES FOR South Water Reclamation Facility (WRF) Expansion and Improvements**, **with the name of the Respondent's firm**, on the outside.

Sealed responses will be publicly opened, and read aloud, on the same day, shortly after the Response submission deadline at the Englewood Water District Board Room. Only names of Respondents will be read at this time.

Responses received past the deadline will not be considered for award and may be returned at the request and expense of the Respondent, within seven (7) days after the opening of Responses. Otherwise, they will be discarded. It is the Respondent's sole responsibility to ensure timely delivery by the due date, time and place listed in this RFQ. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.

Respondents may withdraw their responses by written notification to the District at any time before the due date of the RFQ. After submittals have been opened, the Respondent may make a request in writing to the District to not be considered for award.

The Florida Public Records Act, §119.071(1)(b), exempts sealed Responses from inspection and copying until such time as the District provides notice of an intended decision pursuant to §120.57(3)(a), or until 30 days after opening of the Responses, whichever is earlier. This exemption is not waived by the public opening of the Responses.

2.13 **Discussions/Interviews/Presentations:** The Selection Committee will conduct discussions/interviews/presentations with the shortlisted firms regarding their qualifications, approach to the project, and ability to furnish the required services. The District will not be liable for any costs incurred by the Respondents in connection with such discussions/interviews/presentations. The discussions/presentations/interviews will be closed to the public per Chapter 286 of the Florida Statutes.

2.14 **Noticing of Exempt Public Meetings – Firm Discussions/Interviews/Presentations:**

Under Florida Statute 286.0113, which governs exempt public meetings, there is no requirement that such meetings be publicly noticed in the same way as regular public meetings under the Sunshine Law.

2.15 **Selection Committee Meeting:** All selection committee meetings will be public, except for discussions, interviews or presentations previously mentioned in section 2.13.

2.16 **Cancellation of Solicitation:** The District reserves the right to cancel, in whole, or in part, any Requests for Qualifications, if it is in the best interests of the District.

2.17 **Reserved Rights**: The District reserves the right to accept or reject any and all submissions, to accept all or any part of the submission, the waive irregularities and technicalities, and to request resubmission, for whatever reason, if it is deemed in the best interests of the District.

The District in its sole discretion, may expand the scope of work to include additional requirements. The District also reserves the right to investigate, as it deems necessary, to determine the ability of any Respondent to perform the work or services requested. The Respondents upon request shall provide information the District deems necessary in order to make a determination.

2.18 **Contract Extension:** The District reserves the right to extend the contract, at the same terms and conditions as the last extension, for a maximum period not to exceed six (6) months, to allow for continuation of service and supplies while a new RFQ is being solicited, evaluated and eventually awarded.

2.19 **Cancellation/Termination:** The District shall have the right to unilaterally cancel, terminate or suspend the contract, in whole or in part, with or without cause, by providing the successful Respondent with thirty (30) days written notice by e-mail, fax, or certified mail.

2.20 **Fiscal Non-Funding Clause:** Funding for any successive fiscal years is contingent upon appropriation of funds by the District. In the event that funding is unavailable, or not appropriated, the District reserves the right to terminate this contract. The contract will terminate on the last day of the current fiscal year without penalty, or expense to the District.

2.21 **Payments:** Upon receipt and approval of the Consultant's invoices, after verification that services/goods have been rendered per terms of the Contract, the District shall pay the Consultant in accordance with the Local Government Prompt Payment Act (F.S.218.74). The Consultant must submit an invoice for payment to the District for those specific tasks that were completed during that invoicing period. For those specific services that were partially completed, progress payments shall be paid in proportion to the percentage of completed work on those specific services approved in writing by the District. Invoices must be in a form acceptable to the District for payment.

The invoice shall contain the following basic information: the selected Respondent's name and address, invoice number, date of invoice, description of the service, the contract number and purchase order number.

The date of invoices shall not exceed thirty (30) calendar days from the performance of the work. Under no circumstances shall the invoice be submitted in advance of the performance of the work.

2.22 **Taxes:** The District is exempt from the payment of Federal and State taxes, including sales tax. The Consultant shall be responsible for any local, state, or federal tax, associated with the work arising from this RFQ.

2.23 **Insurance Requirements:**

i) CONSULTANT and all sub-consultants and/or all sub-contractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance at the same levels specified in this agreement, against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontractors.

Before performing any work, CONSULTANT shall procure and maintain, during the life of the Agreement, the insurances listed below, unless otherwise specified. The policies of insurance shall be primary and written on forms acceptable to the DISTRICT and placed with insurance carriers approved and licensed by the Insurance Department of the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent." No changes are to be made to these specifications without the Administrator or designee's prior written approval. The DISTRICT may alter the amounts or types of insurance policies required by this Agreement upon agreement with CONSULTANT.

All policies except for the Workers Compensation and Professional Liability shall name Englewood Water District as Additional Insured.

a. Workers' Compensation and Employers' Liability Insurance: In accordance with statutory requirements and Employer's Liability Insurance with limits of not less than $100,000 for each accident, not less than $100,00 for each disease, and not less than $500,000 aggregate. Coverage is to apply for all employees in the statutory limits in compliance with the applicable state and federal laws. Proof of current Worker's Compensation coverage or Worker's Compensation exemption (notarized affidavit).

b. Professional Liability Insurance: Minimum $1,000,000 per occurrence for this project, and with a $1,000,000 policy term general aggregate. Coverage shall be extended beyond the policy year term either by a supplemental extended reporting period (ERP) with as great of duration as available, with no less coverage and reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made. The DISTRICT prefers all Professional Liability Insurance be written on an Occurrence Form; however, in the event that the professional liability insurance required by this Agreement is written on a claims-made basis, CONSULTANT warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained for a period of two (2) years or an extended reporting period (ERP) with tail coverage will be obtained and maintained for a period of two (2) years beginning at the time work under this Agreement is completed.

c. Comprehensive Commercial General Liability Insurance: (Occurrence Form CG 00 01): The CONSULTANT shall procure and maintain and require all sub-contractors to procure and maintain during the life of this Agreement, a comprehensive general liability policy, including but not limited to bodily injury, property damage, contractual liability, and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

The policy must include comprehensive general liability with a limit of $1,000,000 for general aggregate; $1,000,000 for each occurrence; $1,000,000 for products and completed ops; $100,000 for damage to rented premises; and $100,000 for fire damage.

The policy shall be endorsed to include the following additional insured language: "Englewood Water District, Florida, and its commissioners, officers, employees, agents, and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CONSULTANT."

d. Business Automobile Liability: The CONSULTANT shall procure and maintain and require all sub-consultants/sub-contractors to procure and maintain during the life of this Agreement, business automobile liability insurance including on all owned, hired, and non-owned automobiles. Automobile liability insurance must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if CONSULTANT has no owned autos, hired (Code 8), and non-owned (Code 9) autos.

The policy must include automobile liability with a limit of $1,000,000 for Combined Single Limit (CSL) for each accident; $1,000,000 for bodily Injury (per person); $1,000,000 for bodily Injury (per accident); and $1,000,000 for property damage (per accident).

ii) **General Requirements**

All policies except for the Workers Compensation and Professional Liability shall name Englewood Water District as Additional Insured.

Insurance premiums, and any and all deductibles to the required policies are to be the responsibility of the Consultant. The Consultant's insurance is considered primary for any loss regardless of any insurance maintained by the District. The Consultant shall also be responsible for any loss or portion of any loss not covered by any insurance policy.

Before the commencement of any contract work, the Consultant shall submit to Purchasing, Certificates of Insurance with required coverage. These certificates shall provide that the insurances shall not be terminated or expire without

notice, in accordance with policy provisions and the Consultant shall maintain such insurances from the commencement until completion of work under this RFQ.

At its discretion, the District may review, at any time, coverage, form and amount of insurance required.

iii). **Waiver of Subrogation**

All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or through other means, agree to waive all rights of subrogation against the DISTRICT, its officers, officials, employees and volunteers, and the DISTRICT'S insurance carriers, for losses paid under the terms of these polices that arise from the contractual relationship or work performed by CONSULTANT for the DISTRICT. It is CONSULTANT'S responsibility to notify its insurance company of the waiver of subrogation and request written authorization or the proper endorsement. Additionally, CONSULTANT, its officers, officials, agents, employees, volunteers, and any subcontractors, agree to waive all rights of subrogation against the DISTRICT and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions for which the CONSULTANT or its agents may be responsible.

iv). **Policy Form**

a. All policies required by this Agreement, with the exception of Professional Liability and Workers' Compensation, are to be written on an occurrence basis and the Comprehensive Commercial General Liability Insurance shall name the Englewood Water District, Florida, and its Commissioners, officers, agents, employees, and volunteers as additional insured as their interest may appear under this Agreement. Claims Made Policies will be accepted for professional liability and hazardous materials and such other risks as are authorized by the DISTRICT. All Claims made policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, CONSULTANT agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

b.Insurance requirements itemized in this Agreement, and required of CONSULTANT, shall be provided by or in behalf of all subconsultants to cover their operations performed under this Agreement. CONSULTANT shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subconsultants.

c. Each insurance policy required by this Agreement shall:

1. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
2. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. CONSULTANT is to notify the DISTRICT'S Purchasing Department by written notice via certified mail, return receipt requested.

d.The DISTRICT shall retain the right to review, at any time, coverage, form, and amount of insurance.

e.The procuring of required policies of insurance shall not be construed to limit CONSULTANT'S liability nor to fulfill the indemnification provisions and requirements of this Agreement. The extent of CONSULTANT'S liability for indemnity of the DISTRICT shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between CONSULTANT and its carrier.

f. CONSULTANT shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the DISTRICT is an insured under the policy. CONSULTANT'S insurance is considered primary for any loss, regardless of any insurance maintained by the DISTRICT. CONSULTANT is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any

loss that is not covered by any available insurance policy.

g. All certificates of insurance must be on file with and approved by the DISTRICT before commencement of any work under this Agreement. All certificates of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704). Certificates of insurance evidencing claims made or occurrences form coverage and conditions to this Agreement, as well as the Agreement number and description of work, are to be furnished to the DISTRICT'S Purchasing Office prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the DISTRICT'S Purchasing Department before CONSULTANT will be allowed to commence or continue work. The Certificate of insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.

h. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to CONSULTANT'S insurer(s) and the DISTRICT'S Purchasing Department as soon as practicable after notice to the Insured.

2.24 **Indemnity:** The Consultant will be fully liable for the actions of its directors, officers, members, partners or subcontractors, and the employees and agents of each of them, and shall fully indemnify and hold harmless the District, any member of its board of supervisors, employees, agents and assigns from all demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorney's fees (at both trial and appellate levels), of any nature or kind whatsoever caused by, or arising out of, or related to the performance or breach of this agreement by the Consultant, its officers, directors, members, partners, or subcontractors, and employees or agents of any of them; provided, however, that the Consultant shall not indemnify for that portion of any loss or damages caused by the negligent act or omission of the District.

To the extent applicable, the Consultant shall fully indemnify and hold harmless, the District, and any member of its board of supervisors, agents, employees and assigns from any demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorney's fees (at both trial and appellate levels), arising from, or relating to, violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to the misuse or modification of the Consultant's products by the District or any member of its board of supervisors, agents, employees, and assigns, or to the operation or use of the Consultant's products by the District, or any member of its board of supervisors, agents, employees, and assigns in a manner not contemplated by the contract.

Nothing in this agreement shall be deemed to affect the rights, privileges and immunities of the District, per Florida Statute 768.28.

2.25 **Conflicts of Interest:** The Florida Code of Ethics regulates the ability of the District to contract with its public officers, employees and their immediate relatives. Respondents shall disclose any such potential conflicts on the Conflict of Interest Form. Respondents are responsible for reviewing Florida Statute 112.313 to determine if any such conflict exists. If a Respondent is in doubt, they shall seek a conflict of interest opinion from the District or their designated representative, prior to submitting their Response.

2.26 **Non-Discrimination:** The District does not discriminate against race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. According to Florida Statute 287.134(2)(a), "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, Response, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, Response, or reply on a contract to provide any goods or services to a public entity; may not be awarded or perform work as a Contractor, a supplier, subcontractor, or Consultant under any contract with any public entity; and may not transact business with any public entity."

2.27 **Contact Prohibition/Lobbying:** Respondents are instructed not to contact or lobby any member of the District's Board of Supervisors, officers, staff members, or agents, other than the authorized District contact person identified in this Solicitation, regarding this solicitation package, or their submittal package, the District's Intent to Award or Reject (if applicable), at any time before the formal award of this RFQ. Any such contact or action shall be cause for rejection of your submittal.

2.28 **State Registration Requirements:** Any Respondent required by Florida law to register to do business in this state shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, or 621, Florida Statutes, unless they are exempt. Any partnership submitting a Response in response to this RFQ shall have complied with the applicable provisions of Chapter 620, Florida Statutes. Please submit a copy of the firm's registration with the Response submission.

2.29 **Licenses, Permits and Fees:** The Consultant shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections (if required), and comply with all laws, ordinances required. Damages, penalties and/or fines imposed on the District, as a result of the Respondent's failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the successful Respondent.

2.30 Subcontracting: Unless otherwise specified in this RFQ, the successful Respondent shall not subcontract any portion of the work, without the prior written consent of the District. Subcontracting without the prior consent of the District shall constitute a material breach of the agreement and may result in termination of the contract for default. The Consultant shall include all subcontractors as "Insureds" under its policies or shall furnish separate certificates and endorsements for each subcontractor.

2.31 **Responsibilities as Employer:** The employees or if applicable, subcontractors of the Consultant are not employees or agents of the District. The Consultant shall provide competent employees/subcontractors capable of performing the work required. The District may require the Consultant to remove any employee/subcontractors it deems unacceptable.

2.32 **Governing Law and Venue:** This contract and all its transactions shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie either Charlotte County or Sarasota County. Each party hereby waives whatever its respective rights may have been in the selection of the venue.

2.33 **Drug Free Workplace:** The District is a Drug Free Workplace. The attached Drug Free Workplace form should be completed and signed, then returned as part of the RFQ submittal.

2.34 **Public Entity Crimes:** In accordance with Florida Statutes Section 287.133(2)(a), "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 on a contract to provide any goods/services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Consultant, Supplier, Subconsultant 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, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list." Please complete and submit the Public Entity Crime Information form provided in this solicitation.

2.35 **Scrutinized Companies:**

i) As required by section 287.135(5), Florida Statutes, for contracts of any amount, when submitting a bid, proposal, and prior to entering into a contract with the District, every person or entity shall certify on a form provided by the District, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.

ii) As required by section 287.135(5), Florida Statutes, for contracts of $1,000,000.00 or more, when submitting a bid or proposal, and prior to entering into a contract with the District, every person or entity shall certify on a form provided by the District, that all of the following are true:

a. It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel; and

b. It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to section 215.473, Florida Statutes; and

c. It is not engaged in business operations in Cuba or Syria.

iii) Penalty:

a. If a false certification is submitted or the person or entity has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the person or entity will be in breach of the Contract terms and the District may terminate the contract;

b. A person or entity that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of $2 million or twice the amount of the Contract, plus all reasonable attorney's fees and costs, including any costs for investigation that led to the finding of the false certification; and

c. A person or entity that has been found to have provided a false certification shall be ineligible to bid on any projects with the District for three (3) years after the date the District determined that a false certification has been made.

2.36 **Disclosure Form for Consultant/Engineer/Architect:** The purpose of this disclosure form is to allow the District to identify actual or potential "financial" or "other interests" (as defined in the form) which may adversely affect, or have the appearance of adversely affecting, the District's interest in the award of this contract. The District reserves the right to reject any Response, terminate negotiations, or terminate any subsequent contract deemed to have an unacceptable conflict of interest.

2.37 **Collusion:** By submitting this Response, the Respondent certifies that he/she has not divulged to, discussed or compared his/her Response submission with other Respondents and has not colluded with any other Respondent or parties to this Response whatsoever. Please complete and submit the Non-Collusive Affidavit. The District reserves the right to disqualify responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Consultant.

2.38 **Joint Ventures:** The joint venture must be in place at the time of submittal. Firms who submit a Response as a "joint venture" must clearly indicate in their Response the name of the "joint venture" and the individual participants. All documents must be executed/signed and notarized by all parties involved as participants in the "joint venture". A copy of the formal "joint venture" contract between all parties, indicating their respective roles, responsibilities (e.g. agreement of the joint venture relative to the type of work, the dollar levels of participation and percentage of total fees based on location, where applicable) shall be included with the "joint venture" Response submittal. One firm will take the lead as point of contact and awardee; how you work it out with your partnering firm is up to you. The District contract is with one entity and one check is issued.

2.39 **Sub-Consultants:** A Sub-Consultant is an individual or firm contracted by the Consultant or Consultant's firm to assist in the performance of services required under this RFQ. A Sub-Consultant shall be paid through the Consultant and not paid directly by the District. Sub-Consultants are allowed by the District in the performance of services identified within this RFQ. The Consultant must clearly reflect in its Response the major Sub-Consultant(s) to be utilized in the performance of required services. The District retains the right to accept or reject any Sub-Consultant proposed in the response of successful Consultant(s) or prior to contract execution. Any and all liabilities regarding the use of a Sub-Consultant shall be borne solely by the successful Consultant and insurance for each Sub-Consultant must be

maintained in good standing and approved by the District throughout the duration of the Contract. Neither successful Consultant nor any of its Sub-Consultants are considered to be employees or agents of the District. Failure to list all Sub-Consultants and provide the required information may disqualify any proposed Sub-Consultant from performing work under this RFQ.

Consultants shall include in their responses the requested Sub-Consultant information and include all relevant information required of the Consultant. The Consultant shall provide a list confirming the Sub-Consultant(s) that the successful Consultant needs to utilize in the Contract, if applicable. The list shall include, at a minimum, the name, and location of the place of business for each Sub-Consultant, the services the Sub-Consultant will provide relative to any contract that may result from this RFQ, any applicable licenses, references, ownership and other information required of the Consultant. Sub-Consultant's hourly rates or fees shall be included in the pricing proposal only if the Respondent enters into the Negotiations phase.

2.40 **Prior District Work:** If your firm has prior experience working with the District, **DO NOT assume that this prior work is known to the evaluation committee. All firms are evaluated solely on the information contained in their Response, information obtained from references, interviews, or presentations if requested.** All submittals must be prepared as if the evaluation committee has no knowledge of the firm, their qualifications or past projects. Prior work done for the District may be used as a reference submitted by the Respondent if it is submitted within their Response and similar to the work being requested in this RFQ. The Respondent's prior performance on previous District contracts may be taken into account in evaluating the Response received in response to this solicitation.

2.41 **Minority and Woman-Owned Business Participation:** The District encourages participation by Minority and Woman-Owned Business Enterprises (MWBEs) in response to this RFQ. Although the District does not operate its own MWBE certification program, firms certified as MWBEs by other Florida governmental or public sector agencies with established MWBE certification programs will be considered for evaluation purposes. Respondents should identify any MWBE status and provide documentation of certification from such agencies.

2.42 **Equal Employment Opportunity Clause:** The District, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all Respondents that it will ensure that in any Agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.

2.43 **Use of Information from Other Sources:** The District reserves the right to consider historic information and fact, whether gained from the submitted Response, question and answer sessions, references, or other sources in the evaluation process.

The District reserves the right to conduct investigations as deemed necessary by the District to assist in the evaluation of any Response and to establish the responsibility, qualifications and financial ability of Offerors, subcontractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the documents.

2.44 **Regulations:** Any violation of local, state or federal law in the performance of this contract shall be considered a material breach.

2.45 **Assignment:** The Consultant shall not assign any interest in any Contract resulting from this RFQ and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the District, except that claims for the money due or to become due to the Consultant from the District under any Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the District. Notice of such transfer or assignment due to bankruptcy shall be promptly given to the District.

2.46 **Amendment:** Any amendment, change or addendum to this Contract is only enforceable, when mutually agreed upon, in writing by both parties and made part of the Contract.

2.47 **Discrepancies, Errors and Omissions:** Any discrepancies, errors, or ambiguities in the RFQ or addenda (if any) should be reported in writing to the District's Purchasing representative. Should it be necessary, a written addendum will be incorporated to the RFQ. The District will not be responsible for any oral instructions, clarifications or other communications.

2.48 **Conflicts within the Solicitation:** Where there appears to be a conflict between any of the provisions in this solicitation or any addendum issues, the order of precedence shall be: the last addendum issued, Response Forms, Scope of Services, then the General Instructions. It is incumbent upon the Respondent to identify such conflicts to Purchasing prior to the deadline for Request for Information/Clarification.

2.49 **Force Majeure:** The District and the successful Respondent are excused from performance of their responsive obligations under the contract, when and to the extend that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

i) The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely report with respect thereto during the period of the force majeure;

ii) The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure;

iii) No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure; and

iv) The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the District may excuse performance for a longer term. Economic hardship of the successful Respondent shall not constitute a force majeure. The term of the contract shall be extended by a period equal to the duration which either party's performance is suspended under this section.

2.50 **Dispute Resolution**: All claims, disputes and other matters in question between the parties to this agreement, arising out of or relating to this Contract or the breach thereof, shall be resolved as follows:

i) To the extent Chapter 558, F.S., is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the mean of section 558.005(1), F.S.

ii) In the event of a dispute or claim arising out of this Contract, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in either Charlotte or Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.

iii) In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set for the below.

iv) Any dispute, action or proceeding arising out of or related to this Contract will be exclusively commenced in the state courts of either Charlotte County or Sarasota County, Florida, or where subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non convenience.

v) The parties agree to waive all rights to trial by jury for any litigation undertaken concerning this Contract.

vi) This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

vii) Unless otherwise agreed in writing, the Consultant shall be required to continue its services and all other obligations under this Contract during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

2.51 **Public Inspection:** Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119. A time-limited exemption from public inspection is provided for the contents of any replies pursuant to Florida Statutes, Section 119.071(1)(b). Once that exemption expires, all contents of a reply become subject to public inspection unless another exemption applies.

2.52 **Sunshine Law Exemptions:** The exemption under Florida Statutes 286.0113 provides that for all "competitive solicitations:"

i) Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation;

ii) Any portion of a meeting at which a vendor makes an oral presentation as part of a competitive solicitation;

iii) Any portion of a meeting at which a vendor answers questions as part of a competitive solicitation, or

iv) Any portion of a team meeting at which negotiation strategies are discussed is exempt from Florida Statutes 286.0113 and s. 24(b), Art. 1 of the State Constitution.

The statute requires that an exempt meeting will be recorded and transcribed. The recording, transcripts, and any records presented at the meeting are also exempt from public records disclosure until thirty (30) days after opening of the bids, proposals, or replies, or notice of an intended decision, whichever is earlier. The exemption does not apply to the evaluation/ranking portion of a Selection Committee meeting, the approval of a Respondent to negotiate with, or the approval of the final Contract.

If the District rejects all bids, proposals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records presented at the exempt meeting remain exempt from Florida Statutes, s.119.07(1) and s.24(a), Art. 1 of the State Constitution until such time as the District provides notice of an intended decision concerning the reissued competitive solicitation or until the District withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial District notice rejecting all bids, proposals or replies.

2.53 **Retention of Public Records:** The Consultant shall keep and maintain public records and fully comply with Florida Statutes 119.0701. The timeframes and classification for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (Refer to http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/).

If requested, the Consultant must provide the District, at no additional cost, a copy of the requested records, or allow the records to be to be inspected or copied within a reasonable time.

2.54 **Proprietary/Confidential Information:** Respondents are hereby notified that all information submitted as part of, or in support of Response submittals will be available for public inspection after the opening of Responses in compliance with Chapter 119 of the Florida Statutes. The Respondent shall not submit any information in response to this solicitation that the Respondent considers a trade secret, proprietary, or confidential. The submission of any information to the District in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret, or other protection that would otherwise be available to the Respondent. In the event that the Respondent

submits information to the District in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Response as protected or confidential, the District may, in its discretion, either communicate with the Respondent in writing in an effort to obtain the Respondent's withdrawal of the confidentiality restriction, or endeavor to redact and return that information to the Respondent, and if appropriate evaluate the balance of the Response. The redaction or return of information pursuant to this clause may render a Response non-responsive.

2.55 **Vendor Protest:** The Respondent must submit a notice of protest in writing to the District's Administrator within three (3) business days after the Notice of Intent to Award has been issued. The protest shall contain the name, address, and phone number of the petitioner, the RFQ number and title. The notice of protest shall describe the specific facts and statute upon which the protest of the proposed award is based, and shall include all pertinent documents and evidence. Protesters may not challenge the relative weight of evaluation criteria or formula for assigning points. Only a Respondent whose Response was submitted in time and fully complies with all terms and conditions of the RFQ may protest an award. Upon receipt of a formal written protest, the District may stop award proceedings until resolution of the protest. However, the award proceedings shall not be stopped if the Administrator decides that the award must continue without delay to avoid an immediate and serious danger to public health, safety or welfare, or to comply with required regulations.

A protest shall be reviewed and evaluated administratively and a decision in writing shall be forwarded to the protesting firm. The decision of the Administrator shall be final. Any and all costs incurred by a protesting party associated with a protest shall be the sole responsibility of the protesting party.

2.56 **Non-Exclusivity:** There is no guarantee of certain services, volume of work or quantity of projects. The District reserves the right to utilize professional services from other companies, or perform "in house" services for any purpose it deems appropriate. The District may procure the services of any Consultants at any time, for any project, other than those selected.

2.57 **Fraud and Misrepresentation:** Any individual, corporation, or other entity that attempts to meet contractual obligations with the District through fraud, misrepresentation, or material misstatement, may be debarred for up to three (3) years. The District may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

2.58 **Disqualification:** The District reserves the right to disqualify responses before or after submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Consultant. The District also reserves the right to waive any immaterial defect or informality in any of the responses, to reject any or all Responses in whole, or in part, or to reissue a Request for Qualifications.

2.59 **Severability:** If any part of this contract is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be in applicable and deemed omitted to the extend so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

2.60 **E-Verify:** The District, Consultant and every subcontractor shall register with and use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all new employees as required by Section 448.095, Florida Statutes. A Consultant who enters into a contract with a subcontractor, must require that the subcontractor provides the Consultant a certification by affidavit stating that at the time of such certification and during the term of the contract, the subcontractor does not and will not employ, contract, or subcontract with an unauthorized alien, who is not authorized under federal law to be employed in the United States, as described in 8 U.S.C. S. 1324A(H)(3). The Consultant shall comply with all other federal laws pertaining to the subcontractor.

2.61 **Prohibition Against Considering Social, Political or Ideological Interests in Government Contracting – F.S. 287.05701:**
Consultants are hereby notified of the provisions of section 287.05701, Florida Statutes as amended, that the District will not request documentation of or consider a Consultant's social, political or ideological interests when determining if the Consultant is a responsible Consultant. Consultants are further notified that the District may not give preference to a Consultant's social, political, or ideological interests.

2.62 **Foreign Entity of Concern Compliance with Florida Statute 287.138:**

i) As used in this section, the term:

a. "Controlling interest" means possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise. A person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or is entitled to 25 percent or more of its profits is presumed to possess a controlling interest.

b. "Department" means the Department of Management Services.

c. "Foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

d. "Governmental entity" means any state, county, district, authority, or municipal officer, department, division, board, bureau, commission, or other separate unit of government created or established by law including, but not limited to, the Commission on Ethics, the Public Service Commission, the Office of Public Counsel, and any other public or private agency, person, partnership, corporation, or business entity acting on behalf of any public agency.

ii) A governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if:

a. The entity is owned by the government of a foreign country of concern;

b. The government of a foreign country of concern has a controlling interest in the entity; or

c. The entity is organized under the laws of or has its principal place of business in a foreign country of concern.

iii) Beginning July 1, 2025, a governmental entity may not extend or renew a contract with an entity listed in paragraphs ii)(a)-(c) if the contract would give such entity access to an individual's personal identifying information.

iv)(a) Beginning January 1, 2024, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs ii)(a)-(c).

(b) Beginning July 1, 2025, when an entity extends or renews a contract with a governmental entity which would grant the entity access to an individual's personal identifying information, the entity must provide the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs ii)(a)- (c).

2.63 **Human Trafficking**: Florida Statutes Section 787.06(13) (13) When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty

of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section. For purposes of this subsection, the term “governmental entity” has the same meaning as in s. 287.138(1).

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SECTION 3: SCOPE OF SERVICES

3.1 **Background and Description:**

Englewood Water District (District) expects that this Request for Qualifications will result in an award of a contract to provide engineering services for the South Water Reclamation Facility (WRF) Upgrade project as required by the District. The Consultant shall perform all of the professional services necessary for a complete project including studies, process flow testing, field testing and sampling, geotechnical explorations, site survey, preliminary design, final design, permitting, construction phase services, and all other services necessary for a complete project for Englewood Water District.

The Consultant shall perform all the services specified in this Agreement in accordance with generally accepted professional standards. The Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, shall conform to and be in compliance with applicable codes, laws, ordinances, regulations and restrictions. The Consultant's services will include, but not be limited to the necessary engineering, records services for design and specifications, services during bidding, construction, as-built drawings, permits, value engineering. Services may include renovations/ additions to existing facilities, asbestos surveys, buildings, special project analysis and studies.

3.2 **Scope Of Services:**

It is the intent of Englewood Water District to select a qualified firm to provide professional services for the preliminary engineering, design, and construction services for the South Water Reclamation Facility (WRF) expansion and improvements project. Each task shall be viewed and billed independently from the other tasks. Tasks may be assigned in smaller portions or may be lumped together for larger projects. The District shall have the option of suspending work on the contract at the end of any task for any reason. Tasks may include, but are not limited to:

i) Preliminary Engineering

- Completion of treatment options and life cycle cost analysis for plant expansion alternatives from 3.4 MGD to approximately 4 or 5 MGD and for the most economical path towards full build out.
- Update population and flow projections consistent with past plans/reports as needed.
- Evaluate all components of existing WRF, including electrical systems, treatment systems, equipment, structures, buildings and reclaimed water system for liability purposes, removal and/or inclusion in the expansion project.
- Evaluate viability of Reclaim Storage and various pump stations, both on site and at Holiday Ventures.
- Outline recommendations for the improvement/demolition of the existing WRFs, including treatment systems, equipment, structures, buildings and reclaimed water systems.
- Develop a strategy for the staging of the WRF expansion to meet an interim timeframe of 5 to 10 years.
- Evaluate treatment technologies/options for WRF replacement/expansion.
- Flow equalization should be included for all design considerations.
- AWT should be included for all design considerations.
- Assist the District with zoning modification and related public meetings/hearings, if required.
- Perform environmental studies, archeological investigations, historical investigations, rare and endangered species investigations and other similar requirements as needed including all corrective/mitigation measures to comply with all federal, state and local agency regulations.
- Evaluate energy efficiency options for overall WRF treatment process as well as treatment components.
- Evaluate impacts to existing lift stations and sewer transmission main systems as well as identify improvements necessary for connecting to future facility replacement/expansion site.
- Prepare a strategy for the transition from existing WRF over to the proposed WRF expansion including permitting,

redirection of flows, abandonment/repurposing of existing facility, temporary/interim facilities to handle existing conditions and additional flows due to growth, and equipment as needed during transition.

- Assist the District with preparing a funding plan, identifying funding sources and completing applications for funding.
- Complete preliminary engineering report and basis of design report, and any other reports, forms, and supporting documentation needed to meet all regulatory requirements.
- Present report and supporting documentation to the Board of Supervisors for final review of options and selection of WRF expansion project.
- Obtain/modify/renew FDEP, SWFWMD, local zoning and any other federal state or local permits required.
- Additional services as needed and identified during execution of scope of services.

i) Design, Bid, and Award

- Consider state of the art and best practices consistent with existing District standards, equipment, software and systems.
- Assessment of alignment with current industry standards where appropriate.
- Assessment of alignment with current regulations, at local, state, and federal levels, including building code.
- Obtain/modify/renew FDEP, SWFWMD, local zoning, and any other federal, state, or local permits required.
- Complete design of the South WRF replacement/expansion as per selected option including any temporary/interim facilities needed to address increased flows at the plant.
- Conduct extensive meetings with the District's Operations and Engineering staff to ensure needs are met in relation to any recently completed projects and revise plans and specifications accordingly. Changes that could occur through this process could include:
  - Update in preferred manufacturers
  - Updated instrumentation and control system layout
  - Changes in plant operations
  - Update in traffic patterns
- Complete biddable plans, bid forms, technical specifications, and detailed cost estimate.
- Assist the District during the bidding phase and provide Consultant recommendation.
- Additional services as needed and identified during execution of scope of services.

ii) Construction Engineering, Administration and Inspection (CEI) Services

- Provide construction engineering and inspection services as needed including coordinating construction progress meetings, assisting with value engineering areas of contract modifications, review of shop drawings and submittals, site visit coordination, certification of the facility for FDEP permitting, preparation of record drawings and other duties as determined.
- Provide services for compliance as required by local, state, or federal funding agencies such as Davis Bacon and American Iron and Steel.
- Finalize a detailed operational/maintenance manual and provide training for these facilities.
- Provide necessary technical support and other assistance to District staff during the initial start-up of these facilities.
- Additional services as needed and identified during execution of scope of services.

iii) All Other Work

- Grant/Bonds/Loan Funding – The selected firm shall assist the District in securing funding for this project as well as meeting funding compliance during the construction process including American Iron Steel certification, Davis

Bacon Wage requirements, and/or other provisions, including any additional federal requirements regarding allowed materials that this project may be required to meet. District staff shall be the primary party responsible for submission with the selected firm providing required information for all submittals.

- Public Outreach Program - This project is intended to include various public outreach efforts throughout the entire project to ensure total public understanding and awareness. In particular, this project is a major component of the overall wastewater treatment system which ultimately affects the entire service area. District staff will be the primary party completing these tasks. The selected firm shall provide assistance, comments and recommendations to District staff, meet with the Board of Supervisors as requested, help develop presentation material for the public and attend public meetings as requested.

iv) The Consultant shall be responsible for all engineering functions as defined in this Request for Qualifications. All engineering services shall be performed in accordance with all applicable guidelines, standards, procedures and directives. The above-mentioned tasks will require Engineering Disciplines that include but are not limited to the following:

- Civil
- Structural
- Mechanical
- Electrical/instrumentation
- Environmental
- Industrial
- Geological
- Ecological
- Biological

Other service specialties shall include but are not limited to:

- Architecture
- Landscape architecture
- Remedial investigations
- Toxicity reduction evaluations
- Hydrogeological
- Sewer main design
- Force main design
- Water main design
- Reclaimed water design
- Mapping
- Surveying
- Site planning
- Grant reporting assistance
- Archeological studies/assessments
- Environmental permitting
- Renderings
- Value Engineering
- Land Acquisition Services
- CEI

v) Project Control

The Consultant shall:

- Develop and maintain a project reporting system tracking all critical events, both scheduled and actual, for project, if necessary. Said report shall be submitted to the Project Manager on an as required basis.
- As a minimum, participate in project meetings on an as required basis with the Project Manager to relate current status of overall project schedule; noting exceptions and suggesting actions required to correct schedule exceptions.

vi) Quality Control

The Consultant shall:

- Provide quality assurance and performance tracking of each task; scheduled or actually being performed. Prepare and submit required reports to grants/regulating agencies on an as required basis.
- Ensure delivery schedules and the integrity of the products.
- The Consultant shall be responsible for errors and omissions to the plans and specifications.

vii) Personnel

The Consultant shall provide a full cadre of qualified personnel as necessary to effectively carry out its responsibilities under this Request for Qualifications. The Consultant shall utilize only competent personnel, who are qualified by experience and education, and who are acceptable to the Project Manager. The Consultant shall not make changes in the professional personnel working on activities pursuant to the Contract without the written approval of the District's Project Manager.

3.3 **Minimum Qualifications:** To be eligible to respond to this Solicitation, the Respondent must demonstrate that the firm, has sufficient capabilities, resources and experience to provide the Services under this Solicitation. Any Responses that fails to meet the following minimum qualifications requirements may be noted as "NON-RESPONSIVE". Those qualifications are as follows:

Respondent must be certified to practice professional consulting services for public water and sewer municipalities. Experience must have been demonstrated in systems of similar size and complexity of those in the District. Minimum experience shall be demonstrated in the following:

i) Professional Engineering Firms shall have an active registration to do business in the State of Florida. Professional Engineering Firms shall be registered in accordance with Florida Statute 471.

ii) The firm must have a minimum of ten (10) years of experience as a prime design consultant on wastewater utility projects. This experience must be verifiable through past performance references.

iii) The Proposed Project Manager and/or Lead Engineer must each have a minimum of five (5) years of direct experience in the design and construction of wastewater treatment facilities of a similar size and scope. Their resumes must clearly detail this specific experience.

iv) At least one key personnel listed in the Response must be a Professional Engineer (PE) practicing in the discipline of water and wastewater facilities and licensed by the State of Florida.

v) At least one key personnel listed in the Response must be a Professional Engineer (PE) practicing in the discipline of electrical and/or instrumentation engineering and licensed by the State of Florida.

vi) The selected firm should have experience in the following:

Design, permitting, and construction of wastewater treatment facilities and systems with flows ranging between 2.0 MGD and 10 MGD.
Design, permitting, and construction of deep injection well systems.

Design, permitting, and construction of aquifer storage and recovery well systems in Florida.
Design, permitting, and construction of wastewater force main, master pumping and lift station systems including gravity collection systems.
Preliminary engineering and feasibility investigations (Basis of Design Reports) engineering estimates, value engineering cost analyses, and per design reviews.
Design and construction-phase services including start to finish coordination of the interdisciplinary work of design and construction engineering including: utilities operations input and reviews, complete bid services, contract management services, contract closeout, as-built-drawing certification, final punch lists and follow up throughout warranty period.
Projects utilizing Construction Manager at Risk (CMAR) delivery method as well as the traditional Design-Bid-Build method.
Professional ability to represent the District before a regulatory agency when necessary.

The District reserves the right to visit and inspect firm facilities and locations where Firm is providing professional consulting services in determining its capacity to perform the services contained in this and future requests for qualifications for work assignments.

3.4 **Ordering of Work:** When the District requires professional services, the process will proceed in the following manner:

i) For each specific Task to be completed, the District will request a proposal from the awarded firm. The request for a proposal will include, but not be limited to, the following:

a. Project description;

b. General scope of work;

c. Goals of project;

d. Any special conditions associated with the project;

e. Proposed schedule for project; and

f. Proposed budget for project.

ii) The Consultant shall then submit a proposal for the specific project, and include the following information:

a. Scope of project and required deliverables;

b. Firm's personnel to be used in performing the service;

c. Project schedule; and

d. Project cost.

iii) The District reserves the option to negotiate the scope and fees of the project.

iv) The Consultant shall neither commence any work, nor enter the District's work premise, until the Consultant has received a ***fully executed Task Order*** and subsequent Purchase Order from the District serving as a written Notice to Proceed ("NTP").

3.5 **Task Orders:**

Task Orders size may vary. No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this Request for Qualifications by the District.

Any previously issued Task Order will survive the expiration of the awarded agreement.

Consultant acknowledges and agrees that services under this Agreement are to be requested by the District on an as-needed basis only, and no representation or guarantee is made by the District to Consultant that the District will utilize Consultant's services exclusively.

The parties agree that the scope of services for any Task Order is a description of Consultant's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Consultant impractical, illogical, or unconscionable.

Consultant and the District acknowledge that a Scope of Services may not delineate every detail and minor work task required to be performed by Consultant to complete the Project. If, during the course of the performance of the services included in the Task Order, the Consultant determines that work should be performed to complete the Project which is in the Consultant's opinion outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, Consultant shall notify the District in writing in a timely manner before proceeding with the work. If Consultant proceeds with said work without notifying the District, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to the District does not constitute authorization or approval by the District to perform the work. Performance of work by Consultant outside the originally anticipated level of effort without prior written District approval is at Consultant's sole risk.

All deliverables required in the performance of Task Orders shall be submitted in the appropriate electronic media format via USB drives, email, or FTP site. Word processing documents shall be in Word format, spreadsheet data in Excel format, presentations shall be in power point, project schedules shall be in Microsoft Project and all maps, plans, and surveys shall be in suitable CAD, ArcGIS and PDF format for utilization by the District. All deliverables shall become the property of the District upon delivery.

The District, at its sole discretion, may expand the scope of work to include additional requirements.

3.6 **Invoicing:**

Consultants shall invoice the District for each project or assignment, as negotiated. Each invoice shall identify the invoice number; project or assignment detail; Task Order number and Purchase Order number; the contract price; payments made to date; percentage of completion of the assignment/project/phase and/or employees names, titles, direct labor rates, and multiplier; payment due this invoice; remaining balance due; attached list of approved reimbursables with appropriate receipts. Invoices shall itemize hours, hourly wage, or other unit agreed upon as a measurement of payment during negotiations, if requested. If hourly, invoices shall identify the name and title of the personnel who performed the work.

Invoices shall also include a detailed bullet list of work completed within the period of the invoice. Bullet list of work completed shall clearly identify the work associated with the current billing.

3.7 **Compensation:**

Compensation to the Consultant shall include the following: all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, and all other costs not indicated as non-reimbursable below.

No claim for reimbursement for these expenses shall be made to the District.

i) Travel related expenses and costs including labor. (Types of travel to be considered during negotiations).

ii) Four (4) sets of 22" x 34,"signed and sealed permitting plans.

iii) Computer usage, telephone expenses, fax, copies, printing, and postage.

iv) Subcontractor mark-up.

A copy of the invoice for each reimbursable expense shall be attached to Consultant's invoice. The District will not

allow a Prime Consultant markups on any services provided by a Sub-Consultant.

3.8 **Change Orders:**

All change orders, including no-cost change orders, to Task Orders, shall be made in writing and require approval by the District's Administrator, at a minimum. Some change orders will require Board approval.

The Consultant shall fully understand that in the event the Consultant begins work on unauthorized changes to scope prior to receiving a signed Change Order by the District's Administrator, they do so at their own expense and risk not being compensated by the District for performing unauthorized work.

3.9 **Schedule:**

An understanding and agreement, by and between the Consultant and the District, that the completion time will be as specified in approved task orders and that all work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof as specified in the Scope of Services.

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SECTION 4: EVALUATION OF RESPONSES

4.1 **Evaluation & Award Criteria:**

Responses will be evaluated by a Selection Committee comprising of the District's personnel that will evaluate and rank Responses on the criteria listed in this section. All responsive and responsible Responses received will be considered in the evaluation and award process.

Responses shall include all of the information solicited in this RFQ, and any additional data that the Respondent deems pertinent to the understanding and evaluation of the Response.

An award will be made according to Florida Statute 287.055, also known as the Consultants Competitive Negotiation Act (CCNA). Respondents will be ranked according to the evaluation criteria. The District shall be the sole judge as to the merits of the Responses, and the resulting agreement to the most qualified, responsive, and responsible Respondent who fulfills the requirements, and whose evaluation by the District indicates that the award will be in the best interest of the District. The District's decision shall be final.

Responses will be evaluated based on the format and content outlined in this Response. Each evaluation criteria will be given a score between 0-5. That score will then be multiplied by the weighted value of each factor.

The suggested scoring guide is as follows:

0 = Information/document provide is not adequate for evaluation
1 = Minimal
2 = Fair
3 = Good
4 = Very Good
5 = Excellent

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The evaluation criteria are itemized below, with their respective weights for a maximum total of 500 points possible per Selection Committee member.

Evaluation Criteria	Assigned Value (0-5)	Weight	Maximum Possible Score
1.Ability of Professional Personnel **(Tab 3)** ● Qualifications and experience of Respondent's key personnel and Sub-Consultants.	0-5	40	200
2. Respondent's Past Performance & Experience **(Tab 4)** ● Relevant project experience of Respondent and Sub-Consultants with projects that indicate proficiency in similar work.	0-5	20	100
3. Project Approach **(Tab 5)** ● Proposed project management techniques and controls. ● Programs and technologies to be employed. ● Innovation. ● Proposed timeline. ● Personnel assigned. ● Processes and technologies employed to meet time and budget requirements.	0-5	25	125
4. Location of Respondent's Office (**Tab 2)** ● When evaluating location, "local" shall be defined as Charlotte, Sarasota, Lee or Manatee counties. ● Location of Sub-Consultants will not be included in this evaluation.	0 or 5	5	25
5. Local Experience (**Tab 4** – please provide additional information about projects in Section H of SF-330). ● Projects located in Florida with preference of those located within Charlotte, Sarasota, Lee or Manatee counties. ● Project demonstrates scope of services that is substantially similar to the scope of services in solicitation.	0 or 5	5	25
Certified Minority and Woman-Owned Business Enterprise Status	0 or 5	5	25
Evaluation Criteria Total		**100**	**500**

Prior to the public Selection Committee meeting, the District may seek written clarification regarding the Respondent's Submittal. Respondent's failure to respond to the request for clarification may deem the Respondent to be non-responsive and may be just cause for rejection.

4.2 **Evaluation Process:**

The Designated Procurement Representative will accomplish pre-evaluation tasks to verify compliance with the basic solicitation requirements. This verification will include, but is not limited to, one (1) Review of all stated RFQ requirements and supporting documentation in accordance with the stated response format; and may include Reference Surveys.

Purchasing will provide responsive and responsible solicitation packages to the selection committee, which shall consist of at least 3 members, but not more than 5 members, for their review and consideration.

The selection committee will evaluate the responses based on the criteria indicated within this document. Evaluation will be based on the selection committee's ability to identify and determine the Respondent's qualifications applicable to the scope of services specified in this RFQ. The evaluation criteria indicate weights.

4.3 **Ranking Methodology:**

The selection committee members will score responses independently through raw scores which will be converted to ordinal scores by the Purchasing Division.

i) Raw Scores:
   a. Selection committee members will score each respondent 0 through 5 (5 being the highest score) on each criteria. Scores may be assigned as whole numbers or fractions in quarter increments, i.e. 1.0, 1.25, 3.75, 4.5, etc.
   b. The members' score for each evaluation criteria will be multiplied by the criteria weight resulting in a raw score points. The total raw score points obtainable is specified in the Evaluation Criteria table.
   c. Each total raw point scored will be converted to an ordinal score or ranking.

ii) Ordinal Scores are determined as the order of preference based on the individual selection committee member's raw scores point totals.
   a. The highest raw score will receive an ordinal score of 1; the 2nd highest raw score will receive an ordinal score of 2, and so on.
   b. The individual ordinal score for each selection committee member for each respondent will be added together for a total ordinal score.
   c. The lowest total ordinal score for all selection committee member evaluations will be ranked as #1, second lowest ranked as #2 and so on.

iii) The selection committee will meet in a public meeting to discuss the responses, scoring, ranking, and any other issues related to the project. Selection committee members have an option to either:
   a. Adjust their scoring based on the selection committee discussion;
   b. Re-rank respondents based on the selection committee discussion; or
   c. Determine a ranking by the consensus of the selection committee.

iv) Discussion may or may not be conducted with Respondents for clarification purposes.

v) The selection committee will prepare a "shortlist" of the 3 highest ranked Respondents depending on the number of Respondents and analysis of the final scoring for the Interview phase.

4.4 **Tie Breaker:**

In the event of a tie in total evaluation points among Respondents, the following tie-breaker procedure shall be used in the order listed until the tie is resolved:

i) Preference shall be given to the Respondent with the highest score in the "Ability of Key Personnel" evaluation criterion.

ii) If still tied, preference shall be given to the Respondent with the most relevant experience on comparable projects.

iii) If still tied, preference shall be given to Respondents that are **certified as a Minority and Woman-Owned Business Enterprise (MWBE)** pursuant to **F.S. 287.0943**.

iv) If still tied, the District shall resolve the tie by **lot (random selection)** in a noticed public meeting, in compliance with the **Florida Sunshine Law (F.S. 286)**.

4.5 **Interview and Final Ranking:**

The shortlisted firms will be invited to participate in an interview with the selection committee. The District expects to interview the personnel to be assigned to the project.

Interviews may include, but not be limited to, a presentation from the Respondent and questions from the District. District will make an effort to provide questions to be addressed in these sessions to the respective Respondent(s) prior to the session. Respondents shall address all questions provided in their presentation and made available in handouts and in digital format. Costs incurred by Respondent(s) will not be reimbursed by District. District will make an effort to provide at least seven (7) days notice to Respondent prior to presentation date.

The purpose of the interview is to allow the committee to gain a deeper understanding of each firm's qualifications, verify the information provided in the Respondent's submittal, and evaluate the proposed project team's cohesion and collaborative approach. This session will be used to assess the team's ability to knowledgeably and effectively communicate their response to questions from the committee and demonstrate a comprehensive understanding of any challenges specific to the project. The interviews will not be scored. Instead, the committee will use the interviews to re-evaluate the initial rankings based on the following:

i) The quality of the presentation provided during the interview;

ii) The Respondent's response to questions from the committee;

iii) The Respondent's ability to demonstrate a comprehensive understanding of the project; and

iv) The perceived working relationship and communication with the District's team.

Following the interviews, the committee will hold a final deliberation. During this session, the members will discuss each firm's performance in the interview, building upon the initial scoring. The committee will come to a consensus on a final ranking. The firms will be re-ranked in order of recommendation, from the most suitable to the least suitable for this project. This final ranking will serve as the basis for entering into contract negotiations, with the most highly-ranked firm being the first to be considered.

4.6 **Negotiations:**

Upon the commencement of negotiations, the top-ranked Respondent shall submit one original hard copy and one electronic copy on a USB flash drive of its pricing proposal. The top-ranked Respondent will be required to submit a detailed schedule of hourly rates for all personnel classifications, including those of any proposed subconsultants, as well as reimbursable expenses, as part of the negotiation phase. These rates will be used to establish fair and reasonable compensation in accordance with **FS 287.055, Florida Statutes** (CCNA). No pricing information, including subconsultant

rates, shall be submitted until the negotiation phase begins with the highest-ranked Respondent.

Respondents are requested to provide their most favored pricing terms, including any discounts or preferential rates that are customarily extended to other governmental or public sector clients. The District expects to receive pricing that is equal to or better than that offered to comparable governmental agencies for similar scopes of work.

While not part of the evaluation and ranking of the RFQ process, Respondents are hereby notified that should a Respondent be selected to negotiate a contract with the District, the District will be paying significant attention to cost of services being offered. If the District pursues competitive negotiations with your firm and the District cannot agree on fair, competitive, and reasonable rates, fees, and charges for services required by this RFQ, the District will cease negotiations with your firm. The District will then commence negotiations with the second-ranked firm, and if needed, the third-ranked firm.

The District reserves the right to negotiate the final terms, conditions, and pricing of the contract, as may be in the best interests of the District. No Respondent shall have any rights against the District arising from such negotiations or termination thereof.

Per FS 287.055 (5)(c), should the District not be able to negotiate a satisfactory contract with the selected firms, the District shall select additional firms in the order of their competence and qualification and continue negotiations until an agreement is reached.

4.7 **Contract Award:**

All Respondents will be notified in writing when the District makes the award recommendations. The contract resulting from this solicitation will be submitted to the District's Board of Supervisors for final approval.

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SECTION 5: RULES, INSTRUCTIONS AND FORMS

5.1 **Rules for Responses:**

i) The Response must name all persons or entities interested in the Responses as principals of the Project Team. The Response must declare that it is made without collusion with any other person or entity submitting a Response pursuant to this RFQ.

ii) Any questions regarding a project or submittal shall be emailed to Bee Ling Wheaton, Procurement Manager, at bwheaton@englewoodwater.com. There shall not be any contact between a Respondent and any member of the District's Staff or any member of the District's Board of Supervisors regarding the project or Response submitted by any Respondent. Any Respondent contacting any member of the District regarding a submitted Response is subject to sanctions up to and including having the District disqualify that firm's submittal.

iii) The Response Forms shall be used when submitting a Response. Use of any other forms may result in the Respondent's submittal being deemed "Non-Responsive."

iv) The Response will either be typed or completed legibly (handwritten) in blue ink. The Respondent's authorized agent will sign the Response Forms in blue ink, and all corrections made by the Respondent shall be initialed in ink by the authorized agent. The use of pencil or erasable ink or failure to comply with any of the foregoing may result in the rejection of the Response.

v) The sealed envelope must contain an original and three (3) copies of the submittal, along with an electronic PDF copy on a USB drive.

5.2 **Response Format/Requirements:**

Each Response should be prepared simply and economically, providing a straightforward and concise description of the Respondent's capabilities regarding the conditions and requirements of the specific work to be performed pursuant to this RFQ. Elaborate bindings, colored displays, and any superfluous promotional material are not desired, and at a level considered unwarranted by assigned evaluators, may serve as evidence of cost inefficiency supportive of a lower rating within any evaluation criteria category. Emphasis in each qualifications package must be on completeness and clarity of content. To expedite the evaluation of qualifications packages, it is mandatory that Respondents follow the format and instructions contained herein. The District retains the prerogative to reject as non-responsive any Response that does not essentially conform to the stated requirements.

Respondents shall include the following information in their written response document and should use the following format when compiling their responses.

TITLE PAGE: Title Page shall show the request for qualification's subject, title and solicitation number; the firm's legal name; points of contact information (name, telephone, fax number, cell and E-mail address).

TABLE OF CONTENTS: The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

TAB 1 - TRANSMITTAL LETTER: Provide a Letter on Interest indicating the type of project(s) for which the firm is applying. The response shall contain a cover letter signed in blue ink by a person who is authorized to commit the firm to perform the work included in the response, and should identify all materials and enclosures being forwarded in response to the RFQ.

TAB 2 - QUALIFICATIONS OF THE FIRM: Provide documentation that demonstrates the ability to satisfy all of the minimum qualification requirements. Indicate the firm's number of years of experience in providing the professional services as it relates specifically to the project. Indicate business structure, i.e. Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted. Respondents must submit and complete the current version of **United States Government General Services Administration Standard Form 330** PART I, Sections A, B and C and Standard Form 330 PART II for each branch office of the firm and for each subconsultant listed in PART I, C. Submittals that do not contain such documentation may be deemed as non-responsive.

SF330 PART I – Contract-Specific Qualifications

Section A. Contract Information

1. **Title and Location.** Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. **Public Notice Date.** Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. **Solicitation or Project Number.** Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

Section B. Architect-Engineer Point of Contact

4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime Consultant or joint venture that the agency can contact for additional information.

Section C. Proposed Team

9-11. Firm Name, Address, and Role in this Contract. Leave this section blank for this submittal. When a project is offered and a Letter of Interest is offered, you will be required to identify any sub consultants or professionals to be a part of the project at that time.

Section D. Organizational Chart of Proposed Team (Please attach)

SF330 PART II General Qualifications

Prepare a Part II for the specific branch office seeking work if the firm has branch offices. Prepare Part II for each branch office that will or may contribute on the project. Prepare Part II for each sub-consultant that will or may contribute to the project.

1. **Solicitation Number.** If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. **Firm (or Branch Office) Name and Address.** Self-explanatory.

3. **Year Established.** Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. **UEI Requirement.** All firms or individuals submitting qualifications must possess a valid Unique Entity Identifier (UEI) issued through the federal System for Award Management (SAM.gov). The UEI is required for eligibility to enter into contracts funded by federal or federally-assisted programs. Respondents must include their UEI in the submittal documents. Failure to provide a UEI may result in disqualification from consideration.

5. **Ownership.**

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR Part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. **Point of Contact.** Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. **Name of Firm.** Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. **Former Firm Names.** Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective.

9. **Employees by Discipline.** Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. **Profile of Firm's Experience and Annual Average Revenue for Last 5 Years.** Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by

the firm. However, do not double count the revenues received on a particular project.

11. **Annual Average Professional Services Revenues of Firm for Last 3 Years.** Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime Consultant or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. **Authorized Representative.** An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

TAB 3 – KEY PERSONNEL/QUALIFICATIONS OF THE TEAM: List the members of the team including the project manager that will oversee all projects completed by respective firm. Provide a list of the personnel to be used and their qualifications. A brief resume including education, experience, licenses and any other pertinent information ***may*** be included for each team member, including sub-consultants to be assigned for select work. A resume shall be provided for the proposed Project Manager. The proposed Project Manager and/or Lead Engineer must each have a minimum of five (5) years of direct experience in the design and construction of wastewater treatment facilities of a similar size and scope. Their resumes must clearly detail this specific experience.

Provide any other documentation that demonstrates their ability to satisfy all of the minimum qualification requirements. Submittals that do not contain such documentation may be deemed non-responsive.

This information must be included in the Standard Form 330 submittal.

Please note the form requirements for Sections E.

SF 330 Section E – Include a complete Section E form (12 through 19) for EACH key person you anticipate assigning to this project.

Sub-Consultants: Consultant must clearly reflect in its Response any Sub-consultants proposed to be utilized along with a summary of their background and qualifications. The District retains the right to accept or reject any Sub-Consultants proposed.

TAB 4 - TEAM'S PREVIOUS EXPERIENCE/PROFICIENCY IN SIMILAR PROJECTS: Include a Section F form for EACH project used to represent your firms' experience in similar projects. Include at least six (6) projects your firm has completed in the past ten (**10**) years but do not exceed ten (10) examples. A minimum of three (3) projects must be work performed in Florida, preferably in Charlotte, Sarasota, Manatee and/or Lee counties. Include a Section G form which indicates the involvement of those key personnel that may be assigned to this contract.

Section F – Example Projects.

SF 330 Section F – Example Projects Which Best Illustrate Proposed Team's Qualifications for this Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one section for each project.

Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. **Example Project Key Number.** Start with "1" for the first project and number consecutively.

21. **Title and Location.** Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. **Year Completed**. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to This Contract (block 24).

23a. **Project Owner.** Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. **Point of Contact Name.** Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. **Point of Contract Telephone Number.** Self-explanatory.

24. **Brief Description of Project and Relevance to This Contract.** Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project. Please include the email address of the Point of Contact listed in 23b. in this section.

25. **Firms from Section C Involved with This Project.** Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

SF 330 Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F.

26. and 27. **Names of Key Personnel and Role in this Contract.** List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. **Example Projects Listed in Section F.** In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. **Example Projects Key.** List the key numbers and titles of the example projects in the same order as they appear in Section F.

30. **Project Budget.** For each project, indicate whether or not project completed within original engineer's estimate. Provide amounts, and if not completed within original engineer's estimate, provide reason.

TAB 5 – MANAGEMENT APPROACH/PROJECT CONTROL: The firm shall demonstrate its capabilities in managing completed projects, and evidence of and adherence to time and budget constraints, on projects completed within the last ten (10) years. Also provide information on your firm's current workload and how this contract will fit into your workload and the techniques that are planned to assure project schedules will be met. Describe available facilities, technological capabilities and other available resources you offer for the contract.

TAB 6 - LITIGATION AND INSURANCE: Have you been involved in litigation in the last five (5) years? If so, describe circumstances and outcome. The Respondent shall advise the amount of liability insurance you have.

TAB 7 – ADDITIONAL INFORMATION: Any other pertinent information the Respondent chooses to provide.

SF 330 Section H. Additional Information.

30. **Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.**

SF 330 Section I. Authorized Representative

31. and 32. **Signature of Authorized Representative and Date.** An authorized representative of a joint venture or the prime Consultant must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. **Name and Title Self-explanatory.**

TAB 8 – SUBMISSION REQUIREMENTS AND REQUIRED SUBMITTAL FORMS: This checklist is provided to assist each Respondent in the preparation of their response. Included in this checklist are important requirements, which is the responsibility of each Respondent to submit with their response in order to make their response fully compliant. This checklist is a guideline which is to be executed and submitted with the required forms. It is the responsibility of each Respondent to read and comply with the solicitation in its entirety.

5.3 **Submittal Requirements**

i) Submittals shall be contained entirely within a single one-inch (1") three-ring binder. Submittals that exceed the specified capacity or include loose or supplemental materials may be considered non-compliant and may not be evaluated.

ii) When compiling a response, sections shall be tabbed and labeled; pages should be sequentially numbered at the bottom of the page.

iii) **Paper/Font Size:** 8.5"x11"/Font Calibri 11, PDF FORMAT.

iv) **Number of Original Submittals:** One (1) original hard-copy in one-inch (1") three-ring binder (marked **"ORIGINAL"**) and signed in blue ink.

v) **Number Of Copies:** Three (3) hard-copies, each in one-inch (1") three-ring binder (marked **"COPY"**). **(1 original + 3 copies = 4 total submittals).**

vi) **USB Flash Drive:** One (1) electronic version in Portable Document Format (PDF) on a Flash Drive containing the

entire submittal.

vii) **Submit sealed response package with the Respondent's name and the following information clearly marked on the outside packaging (FedEx, UPS, USPS, etc.):**

"RFQ 2025-142 Engineering Services for South Water Reclamation Facility (WRF) Expansion and Improvements" to the following address:

Bee Ling Wheaton,
Procurement Manager
Englewood Water District,
201 Selma Ave,
Englewood, FL 34223

5.4 **Required Submittal Forms/Checklist:**

READ/EXECUTED & INCLUDED

- ☐ Attachment 1 - Response Submittal Signature Form
- ☐ Attachment 2 - Statement of Organization
- ☐ Attachment 3 - Drug-Free Workplace Form
- ☐ Attachment 4 - Public Entity Crime Information
- ☐ Attachment 5 - Non-Collusive Affidavit
- ☐ Attachment 6 – Byrd Anti-Lobbying Amendment Certification
- ☐ Attachment 7 - Conflict of Interest Form
- ☐ Attachment 8 - Disclosure Form (Consultant/Engineer/Architect)
- ☐ Attachment 9 – Suspension and Debarment Certification
- ☐ Attachment 10 – Scrutinized Company Certification Form
- ☐ Attachment 11 – Affidavit of Compliance Regarding Foreign Entity of Concern Laws
- ☐ Attachment 12 – Anti Human Trafficking Affidavit
- ☐ Attachment 13 – Certification of Offeror Regarding Tax Delinquency and Felony Convictions
- ☐ Attachment 14 - E-Verify Affidavit

☐ State Registration Requirements (http://www.sunbiz.org/search.html)

☐ Copy of Registration, Attached

☐ **SAMPLE INSURANCE CERTIFICATE:** Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for both Professional Liability and General Liability and the dollar amounts of the coverage.

☐ YES ☐ NO Sample Insurance Certificate is included with the submittal

☐ **MWBE:** If claiming Minority Business Enterprise/Women Business Enterprises, the Prime Firm (not sub-consultant) **shall be** certified as a Minority and Woman-Owned Business Enterprise (see Section 2.41).

☐ YES, CLAIMING STATUS AS PRIME ONLY

☐ YES, I'VE ATTACHED THE CERTIFICATE OF MBE/WBE STATUS

☐ NOT CLAIMING MBE/WBE

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

ATTACHMENT 1 - RESPONSE SUBMITTAL SIGNATURE FORM

By signing and submitting this Response, the Respondent attests and certifies that:

- It satisfies all legal requirements (as an entity) to do business with the District.
- The undersigned Respondent acknowledges that award of a contract may be contingent upon a determination by the District that the Respondent has the capacity and capability to successfully perform the contract.
- The Respondent hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this document and any contract(s) and/or other transactions required by award of this solicitation.
- I have carefully examined the full solicitation document and any other documents accompanying or made a part of this solicitation.
- I hereby propose to furnish the services specified in the Request for Qualifications at the rates offered in my pricing proposal, if requested during the Negotiations phase. I agree that my offer will remain firm for a period of up to ninety (90) days in order to allow the District adequate time to evaluate the proposals. Furthermore, I agree to abide by all conditions of the solicitation and/or resulting contract.
- All information contained in this Response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Response on behalf of the Respondent as its act and deed and that the Respondent is ready, willing and able to perform if awarded the Solicitation.
- Having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the Response.
- The following listing states any clarifications, any and all variations from and exceptions to the requirements and/or special terms and conditions. Taking exception to the General Terms and Conditions is NOT permitted and may result in your Response being deemed non-responsive and disqualified.
- The work, services, or goods will be provided in strict accordance with the requirements of this solicitation, and understands that any exceptions to the requirements of the specifications and documents may render the Response non-responsive.

NO EXCEPTIONS WILL BE ALLOWED AFTER THE RESPONSE IS SUBMITTED.

Please check one:

☐ I take NO exceptions

☐ I take the exceptions listed here:

(If more space is needed, please indicate exceptions here and attach additional pages as needed)

As addenda are considered binding as if contained in the original specifications, it is critical that the firm acknowledge receipt of same. The submittal may be considered void if receipt of an addendum is not acknowledged.

Addendum No._____Dated _____ Addendum No._____Dated _____
Addendum No._____Dated _____ Addendum No._____Dated _____
Addendum No._____Dated _____ Addendum No._____Dated _____

Company Name_____

_____
Telephone # **E-Mail** **Fax #**

_____
Main Office Address

_____
City **State** **Zip Code**

Address of Office Servicing Englewood Water District, if different than above: SAME AS ABOVE

_____
Office Address

_____
City **State** **Zip Code**

_____
Telephone # **E-mail** **Fax #**

_____
Name & Title of Firm Representative

_____ _____
Signature **Date**

THIS PAGE MUST BE SUBMITTED WITH THE RESPONSE

ATTACHMENT 2 - STATEMENT OF ORGANIZATION

(Information Sheet for Transactions and Conveyances Corporation Identification)

The following information will be provided to Englewood Water District for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, and capitalization is exactly as registered with the state or federal government.

Name of Respondent: _____

DBA (if any): _____

Type of Entity (Sole Proprietor, Corporation, LLC, LLP, Partnership, etc): _____

Business Address: _____

_____

Phone: _____ **Fax:** _____

E-Mail _____

Print Name and Title of person authorized to bind: _____

Federal Identification Number: _____

Signature: _____

Respondent shall submit proof that it is authorized to do business in the State of Florida unless registration is not required by law.

(Please Check One)

Is this a Florida Corporation: ☐ Yes or ☐ No

If not a Florida Corporation,

In what state was it created: _____

Name as spelled in that State: _____

What kind of corporation is it: ☐ "For Profit" or ☐ "Not for Profit"

Is it in good standing: ☐ Yes or ☐ No

Authorized to transact business in Florida: ☐ Yes or ☐ No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: ☐ Yes or ☐ No

THIS PAGE MUST BE SUBMITTED WITH THE RESPONSE

Names of Officers:

President:_____ **Secretary:**_____

Vice President:_____ **Treasurer:**_____

Director:_____ **Director:**_____

Other:_____ **Other:**_____

Name of Corporation (As used in Florida):

_____

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this____day of_____, 20 ___, by_____who is personally known to me or has produced his/her driver's license as identification.

_____
Notary Public
Print Name: _____
Commission No: _____

THIS PAGE MUST BE SUBMITTED WITH THE RESPONSE

ATTACHMENT 3 - DRUG FREE WORKPLACE FORM

The undersigned Consultant in accordance with Florida Statute 287.087 hereby certifies that _____ does:
(Company Name)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

Check one:

☐ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

☐ As the person authorized to sign this statement, this firm **does not** comply fully with the above r equirements.

Respondent's Signature: _____

Name: _____

Date: _____

THIS PAGE MUST BE SUBMITTED WITH THE RESPONSE

ATTACHMENT 4 - PUBLIC ENTITY CRIME INFORMATION

As provided by F.S. §287.133, 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Consultant, 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I,_____, being an authorized representative of the Respondent,

_____, located at _____

City:_____State:_____Zip Code:_____, have read and understand the contents above. I further certify that Respondent is not disqualified from replying to this solicitation because of F.S. §287.133.

Signature:_____Date: _____

Telephone #:_____Fax #: _____

Federal ID #: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this____day of_____, 20___, by_____
who's personally known to me or has produced his/her driver's license as identification.

_____
Notary Public

Print Name: _____

Commission No: _____

THIS PAGE MUST BE SUBMITTED WITH THE RESPONSE

ATTACHMENT 5 - NON-COLLUSIVE AFFIDAVIT

State of _____
County of _____ } SS

Before me, the undersigned authority, personally appeared:

_____who, being first duly sworn, deposes and says that:

1. He/She is the _____ (Owner, Partner, Officer, Representative or Agent) of

_____, the Respondent that has submitted the attached reply;

2. He/She is fully informed respecting the preparation and contents of the attached reply and of all pertinent circumstances respecting such reply;

3. Such reply is genuine and is not a collusive or sham reply;

4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm, or person to submit a collusive or sham reply in connection with the work for which the attached reply has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any respondent, firm, or person to fix the price or prices in the attached reply or of any other respondent, or to fix any overhead, profit, or cost elements of the reply price or the reply price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the reply work.

Signed, sealed and delivered this _____day of_____, 20 ____.

By: _____

_____
(Printed Name)

_____
(Title)

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this____day of_____, 20 _, by_____who is personally known to me or has produced his/her driver's license as identification.

_____
Notary Public
Print Name: _____
Commission No: _____

THIS PAGE MUST BE SUBMITTED WITH THE RESPONSE

ATTACHMENT 6 - BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Consultant hereby certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Project Name: RFQ 2025-142 Engineering Services for South WRF Expansion and Improvements

_____
Name of Consultant

_____
Signature of Authorized Official

_____
Name and Title of Consultant's Authorized Official

_____
Date

THIS PAGE MUST BE SUBMITTED WITH THE RESPONSE

ATTACHMENT 7 - CONFLICT OF INTEREST FORM

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with EWD either directly or indirectly. Therefore, please indicate if the following applies:

PART I.

☐ I am an employee, public officer or advisory board member of the District

_____(List Position or Board)

☐ I am the spouse or child of an employee, public officer or advisory board member of the District

Name**:** _____

☐ An employee, public officer or advisory board member of the District, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.

Name: _____

☐ Respondent employs or contracts with an employee, public officer or advisory board member of the District

Name:_____

☐ None Of The Above

PART II:

Are you going to request an advisory board member waiver?

☐ I will request an advisory board member waiver under §112.313(12)

☐ I will NOT request an advisory board member waiver under §112.313(12)

☐ N/A

The District shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any vendors whose conflicts are not waived or exempt.

COMPANY: _____

SIGNATURE:_____

THIS PAGE MUST BE SUBMITTED WITH THE RESPONSE

ATTACHMENT 8 - DISCLOSURE FORM FOR CONSULTANT/ENGINEER/ARCHITECT

Please select (only) one of the following three options:

☐ Our firm has no actual, potential, or reasonably perceived, **financial*** or **other interest**** in the outcome of the project.

☐ Our firm has a potential or reasonably perceived **financial*** or **other interest**** in the outcome of the project as described here:_____.

Our firm proposes to mitigate the potential or perceived conflict according to the following plan:

_____.

☐ Our firm has an actual **financial*** or **other interest**** in the outcome of the project as described here:
_____.

***What does "financial interest" mean?**

If your firm, or employee of your firm working on the project (or a member of the employee's household), will/may be perceived to receive or lose private income depending on the government business choices based on your firm's findings and recommendations, this must be listed as a financial interest. An example would be ownership in physical assets affected by the government business choices related to this project. The possibility of contracting for further consulting services is not included in this definition and is not prohibited.

****What does "other interest" mean?**

If your firm, or employee of your firm working on the project (or a member of the employee's household), will/may be perceived to have political, legal or any other interests that will affect what goes into your firm's findings and recommendations, or will be/may be perceived to be affected by the government business choices related to this project, this must be listed as another interest.

BUSINESS NAME:_____

NAME (PERSON AUTHORIZED TO BIND THE COMPANY): _____

SIGNATURE:_____ **DATE:**_____

THIS PAGE MUST BE SUBMITTED WITH THE RESPONSE

ATTACHMENT 9 – SUSPENSION AND DEBARMENT CERTIFICATION

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000.

The Consultant certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Consultant certifies that it shall not knowingly enter into any transaction with any subconsultant, subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Englewood Water District.

The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the Englewood Water District. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Englewood Water District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Dated this _____day of_____, 2025

By: _____ (Authorized Signature)

_____
Typed Name of Title

_____
Recipient's Firm Name

_____
Street Address

_____
City/State/Zip Code

ATTACHMENT 10 – SCRUTINIZED COMPANY CERTIFICATION FORM

Consultant Name: _____
Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ ZIP: _____
Phone Number: _____Email Address: _____

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the Englewood Water District for goods or services of any amount if, at the time of bidding on, submitting a Response for, or entering into or renewing such Contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, section 215.4725, or is engaged in a boycott of Israel.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the Englewood Water District for goods or services of $1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statutes, section 215.473, or with companies engaged in business operations in Cuba or Syria.

This bid, proposal, Contract or Contract renewal is for goods or services of $1 million or more. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes Section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

I understand that pursuant to Florida Statutes, section 287.135, the submission of a false certification may result in the termination of the Contract if one is entered into, and may subject the above-named company to civil penalties, attorney's fees and costs.

NAME OF ENTITY: _____

SIGNATURE: _____ NAME: _____

TITLE: _____ DATE: _____

THIS PAGE MUST BE SUBMITTED WITH THE RESPONSE

ATTACHMENT 11 - AFFIDAVIT OF COMPLIANCE REGARDING FOREIGN COUNTRY OF CONCERN LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests and declares as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Florida Statutes Section 287.138.
2. The government of a foreign country of concern does not have a controlling interest in Entity.
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Florida Statutes Section 692.201.
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Florida Statutes Section 692.201, or a subsidiary of such entity.
6. Entity is not a foreign principal, as defined in Florida Statutes Section 692.201.
7. Entity complies, if purchasing real property, with all applicable requirements of Florida Statutes Sections 692.202, 692.203, and 692.204.
8. If purchasing real property**,** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (1) not a person or entity described in Florida Statutes Section 692.204(1)(a) or (2) authorized under Florida Statutes Section 692.204(2) to purchase the subject property. Entity complies with the requirements of Florida Statutes Section 692.204.
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

NAME OF ENTITY

_____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

THIS PAGE MUST BE SUBMITTED WITH THE RESPONSE

ATTACHMENT 12 – ANTI HUMAN TRAFFICKING AFFIDAVIT

This form must be completed by an officer or representative of an entity registering as a vendor, entering into, renewing, or extending, a contract with the Englewood Water District.

The undersigned, on behalf of _____ ("Entity"), verifies the following:

A. I have read and understand that Florida Statutes Section 787.06(13), prohibits the Englewood Water District ("District") from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined in Florida Statutes Section 787.06(2) as follows:

• "Coercion" means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

• "Labor" means work of economic or financial value.

• "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

B. I declare, under penalties of perjury, that Entity does not use coercion for labor or services as defined in Florida Statutes Section 787.06(2).

C. I understand that this affidavit applies to any District contract executed, renewed, or extended for the duration of the contract.

I, the undersigned, understand and affirm that the above statements are based upon personal knowledge; that I am over the age of 18 years and otherwise competent to make the above statements; and am authorized to legally bind the Entity, and make the above statements on behalf of Entity. Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by _____, as _____ of _____, the Entity, and is ☐ personally known to me or ☐ produced identification. Type of Identification produced _____ .

_____

Signature of Notary Public

_____

Name of Notary Typed, Printed or Stamped

My Commission Expires: _____

THIS PAGE MUST BE SUBMITTED WITH THE RESPONSE

ATTACHMENT 13 – CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

(Check the appropriate response to items 1 & 2 below.)

1) The applicant represents that:

   it is ☐ or is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that:

   it is ☐ or is not ☐ a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the District has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the federal agency, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

NAME OF ENTITY: _____

SIGNATURE: _____ NAME: _____

TITLE: _____ DATE: _____

THIS PAGE MUST BE SUBMITTED WITH THE RESPONSE

ATTACHMENT 14 – E-VERIFY AFFIDAVIT

The undersigned Vendor/Consultant/Contractor (Vendor), after being duly sworn, states the following:

1. Vendor is a person or entity that has entered into or is attempting to enter into a contract with the Englewood Water District (District) to provide labor, supplies, or services to the District in exchange for salary, wages or other renumeration.

2. Vendor has registered with and will use the E-Verify System of the United States Department of Homeland Security to verify the employment eligibility of:

    a. All persons newly hired by the Vendor to perform employment duties within Florida during the term of the contract; and

    b. All persons, including sub-contractors, sub-vendors or sub-consultants, assigned by the Vendor to perform work pursuant to the contract with the District.

3. If the Vendor becomes the successful Consultant who enters into a contract with the District, then the Vendor will comply with the requirements of Section 448.095, Fla. Stat. "Employment Eligibility", as amended from time to time.

4. Vendor will obtain an affidavit from all sub-consultants/sub-contractors attesting that the sub-consultant/ sub-contractor does not employ, contract with, or subcontract with, an unauthorized alien as defined in 8 United States Code, Section 1324A(H)(3).

5. Vendor will maintain the original affidavit of all sub-consultants/sub-contractors for the duration of the contract.

6. Vendor affirms that failure to comply with the state law requirements can result in the Vendor's termination of the contract and other penalties as provided by law.

7. Vendor understands that pursuant to Florida Statutes, section 448.095, the submission of a false certification may result in the termination of the contract if one is entered into, and may subject the Vendor named in this certification to civil penalties, attorney's fees and costs.

NAME OF ENTITY: _____

SIGNATURE: _____ **NAME:** _____

TITLE: _____ **DATE:** _____

THIS PAGE MUST BE SUBMITTED WITH THE RESPONSE

SECTION 6: SAMPLE AGREEMENT

AGREEMENT NO. 2025-142
ENGINEERING SERVICES FOR SOUTH WATER RECLAMATION FACILITY (WRF) EXPANSION AND IMPROVEMENTS

This Agreement made this _____ day of _____ , 2025 between ENGLEWOOD WATER DISTRICT, a Special District, in the State of Florida, hereinafter referred to as "DISTRICT" having its principal place of business at 201 Selma Avenue, Englewood, Sarasota, Florida and _____ , hereinafter referred to as "CONSULTANT" whose address is _____.

WITNESSETH:

Whereas, the DISTRICT has budgeted funds for the services to be provided hereunder and,

Whereas, the DISTRICT has met the requirements of the Consultant's Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform the services hereunder and,

Whereas, the DISTRICT'S Administrator or his designee shall have full authority to manage and supervise the execution and completion of the Scope of Services and the terms and conditions of this Agreement and,

Whereas, the CONSULTANT acknowledges this is a non-exclusive Agreement and the amount of work and nature of work to be performed under this Agreement is defined in Scope of Services, EXHIBIT "A" made a part hereto to this Agreement.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the DISTRICT and CONSULTANT agree as follows:

1. **CONTRACT DOCUMENTS**

The following documents and information are incorporated and made part hereof; and shall comprise the Contract Documents.

A. This Agreement; and
B. The Request for Qualifications (RFQ) package 2025-142 – Engineering Services for South Water Reclamation Facility (WRF) Expansion and Improvements; and
C. Any addendum to the RFQ package; and
D. Exhibit 1 – Scope of Services; and
E. Exhibit 2 – Schedule of Fees; and
F. Exhibit 3 – Drug Free Workplace Form; and
G. Exhibit 4 – Public Entity Crime Form; and
H. Exhibit 5 – Non-Collusive Affidavit; and
I. Exhibit 6 – Byrd Anti-Lobbying Amendment Certification; and
J. Exhibit 7 – Conflict of Interest Form; and
K. Exhibit 8 – Disclosure Form (Consultant/Engineer/Architect); and
L. Exhibit 9 – Suspension and Debarment Certification; and
M. Exhibit 10 – Scrutinized Company Certification Form; and
N. Exhibit 11 – Affidavit of Compliance Regarding Foreign Entity of Concern Laws; and

O. Exhibit 12 – Anti Human Trafficking Affidavit; and

P. Exhibit 13 – Certification of Offeror regarding Tax Delinquency and Felony Convictions; and

Q. Exhibit 14 – E-Verify Affidavit; and

R. Exhibit 15 - FEMA Contract Provisions; and

S. Exhibit 16 – Federal Contracting Clauses; and

T. CONSULTANTS response to RFQ 2025-142 received on _____, 2025

2. **CONSULTANT'S SERVICES**

A. The CONSULTANT agrees to diligently and timely perform services for the DISTRICT relating to Professional Engineering and Consulting Services as identified in RFQ 2025-142.

B. This Agreement shall commence immediately upon the execution of the Agreement by both the DISTRICT and the CONSULTANT. The term of the Agreement shall begin on the date of execution and continue for a period of five (5) years, with an option to renew for two (2) additional years, at the same terms and conditions, subject to CONSULTANT'S satisfactory performance and mutual agreement of the DISTRICT and CONSULTANT.

3. **COMPENSATION AND PAYMENT FOR CONSULTANT'S SERVICES**

A. COMPENSATION

i) The DISTRICT shall authorize engineering services through the execution of Task Orders to be negotiated with and performed by the CONSULTANT. No work shall be performed under this Agreement other than through the approval of a Task Order by the DISTRICT's Administrator or the Board of Supervisors. Fees negotiated in any Task Order shall be based on the hourly fee rate shown schedule in Schedule of Fees, EXHIBIT "B".

ii) Compensation to the CONSULTANT shall include the following: all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, and all other costs not indicated as non-reimbursable below.

No claim for reimbursement for these expenses shall be made to the District.

a. All travel related expenses and costs including labor. (Types of travel to be considered during negotiations).

b. Four (4) sets of 22" x 34,"signed and sealed permitting plans.

c. Computer usage, telephone expenses, fax, copies, printing, and postage.

d. Subcontractor mark-up.

A copy of the invoice for each reimbursable expense shall be attached to Consultant's invoice. The DISTRICT will not allow a Prime Consultant markups on any services provided by a Sub-Consultant.

iii) **Price Adjustment Clause.** The pricing established under this contract shall remain firm for the first two (2) years of the contract. Thereafter, the Consultant may request a price adjustment in writing, along with supporting ECI data, no less than twelve (12) months after the last price increase and only once per contract year based on changes in the Employment Cost Index (ECI). The industry-specific ECI used will be '*Compensation (not seasonally adjusted): Employment Cost Index for total compensation, for private industry workers, by occupational group and industry.'* Occupational group and industry are '*Professional and business services – Professional, scientific, and technical services*' as published by the U.S. Bureau of Labor Statistics (BLS).

a. Calculation Method:

The percentage increase or decrease shall be calculated based on the 12 months, ending in the most recent published ECI data available at the time of the request.

The adjustment formula is as follows:
New Price = Current Price x (1+ ((ECI Current period – ECI Previous Period)/ECI Previous period))

ECI values shall be obtained from the U.S. Bureau of Labor Statistics (BLS) website at https://www.bls.gov/news.release/eci.t05.htm.

Maximum Allowable Adjustment: Any price adjustment should not exceed 5% per contract year, regardless of the ECI increase. If the ECI decreases, the District reserves the right to negotiate a price reduction.

iv) The DISTRICT'S performance and obligation to pay under this Agreement are contingent upon an appropriation by the DISTRICT'S Board of Supervisors. The parties acknowledge and agree that the obligations of the DISTRICT to fulfill financial obligations of any kind pursuant to any and all provisions of this Agreement, or any subsequent agreement entered into pursuant to this Agreement, or referenced herein to which DISTRICT is a party, are and shall remain subject to the provisions of Florida Statutes Section 166.241, regardless of whether a particular obligation has been expressly so conditioned. The DISTRICT agrees to exercise all lawful and available authority to satisfy any financial obligations of DISTRICT that may arise under this Agreement; however, since funds are appropriated annually by the DISTRICT'S Board of Supervisors on a fiscal year basis, the DISTRICT'S legal liability for the payment of any costs shall not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the DISTRICT'S Board of Supervisors (nor shall such liability arise if, a request for such appropriations is excluded from the budget approved by the DISTRICT'S Board of Supervisors). During the term of this Agreement, the Administrator or his designee shall, for each fiscal period, include in the budget application submitted to the DISTRICT'S Board of Supervisors the amount necessary to fund DISTRICT'S obligations hereunder for such fiscal period. Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of DISTRICT shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by DISTRICT under this Section. This Agreement shall not constitute an indebtedness of DISTRICT nor shall it constitute an obligation for which the DISTRICT is obligated to levy or pledge any form of taxation or for which the DISTRICT has levied or pledged any form of taxation.

B METHOD OF PAYMENT

i) The DISTRICT shall pay the CONSULTANT through payment issued in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes. CONSULTANT's invoice shall be accompanied with a project status report to substantiate the percent completeness of the work. The DISTRICT will review the invoice with the report and verify that the services invoiced have been completed in conformity with this agreement prior to approving the invoice for payment.

ii) For those specific services that were partially completed, progress payments shall be paid, no more than once a month, in proportion to the percentage of completed work on those specific services approved in writing by the DISTRICT, based on the percentage of the amount for those specific services.

iii) The CONSULTANT's invoices shall be in a form satisfactory to the DISTRICT'S Finance Department, who shall initiate disbursements.

4. **INDEMNIFICATION**

TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONSULTANT MUST INDEMNIFY AND HOLD HARMLESS THE DISTRICT, AND ITS OFFICERS AND EMPLOYEES, FROM LIABILITIES, DAMAGES, LOSSES, AND COSTS, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, TO THE EXTENT CAUSED BY THE NEGLIGENCE, RECKLESSNESS, OR INTENTIONALLY WRONGFUL CONDUCT OF THE CONSULTANT AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE CONSULTANT IN THE PERFORMANCE OF THE AGREEMENT. THE AGREEMENT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE DISTRICT TO SUIT BY THIRD PARTIES.

THE DISTRICT MUST PROVIDE ALL AVAILABLE INFORMATION AND ASSISTANCE THAT THE CONSULTANT MAY REASONABLY REQUIRE REGARDING ANY CLAIM. IN THE EVENT OF A CLAIM, THE DISTRICT MUST PROMPTLY NOTIFY THE CONSULTANT IN WRITING BY PREPAID CERTIFIED MAIL (RETURN RECEIPT REQUESTED) OR BY DELIVERY THROUGH ANY NATIONALLY RECOGNIZED COURIER SERVICE (SUCH AS FEDERAL EXPRESS OR UPS) WHICH PROVIDES EVIDENCE OF DELIVERY, AT THE ADDRESS PROVIDED FOR RECEIPT OF NOTICES IN THIS AGREEMENT.

THIS AGREEMENT FOR INDEMNIFICATION SHALL SURVIVE TERMINATION OR COMPLETION OF THE AGREEMENT. THE INSURANCE COVERAGE AND LIMITS REQUIRED IN THIS AGREEMENT MAY OR MAY NOT BE ADEQUATE TO PROTECT THE DISTRICT AND SUCH INSURANCE COVERAGE WILL NOT BE DEEMED A LIMITATION ON THE CONSULTANT'S LIABILITY UNDER THE INDEMNITY PROVIDED IN THIS SECTION. IN ANY PROCEEDINGS BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS INDEMNITY PROVISION, THE PREVAILING PARTY SHALL BE REIMBURSED ALL COSTS, EXPENSES AND REASONABLE ATTORNEY FEES THROUGH ALL PROCEEDINGS (AT BOTH TRIAL AND APPELLATE LEVELS).

NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO AFFECT THE RIGHTS, PRIVILEGES AND IMMUNITIES OF THE DISTRICT AS SET FORTH IN FLORIDA STATUTES SECTION 768.28. THE TERMS OF THIS SECTION SURVIVE THE TERMINATION OF THIS AGREEMENT.

FURTHER, THE CONSULTANT SHALL FULLY INDEMNIFY AND HOLD HARMLESS THE DISTRICT, FROM ANY SUITS, ACTIONS, DAMAGES, AND COSTS OF EVERY NAME AND DESCRIPTION, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATING TO VIOLATION OR INFRINGEMENT OF A TRADEMARK, COPYRIGHT, PATENT, TRADE SECRET OR INTELLECTUAL PROPERTY RIGHT.

5. **CONSULTANT'S INSURANCE**

A. INSURANCE

CONSULTANT and all sub-consultants and/or all sub-contractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance at the same levels specified in this agreement, against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontractors.

Before performing any work, CONSULTANT shall procure and maintain, during the life of the Agreement, the insurances listed below, unless otherwise specified. The policies of insurance shall be primary and written on forms acceptable to the DISTRICT and placed with insurance carriers approved and licensed by the Insurance Department of the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent." No changes are to be made to these specifications without the Administrator or designee's prior written approval. The DISTRICT may alter the amounts or types of insurance policies required by this Agreement upon agreement with CONSULTANT.

All policies except for the Workers Compensation and Professional Liability shall name Englewood Water District as Additional Insured.

i) Workers' Compensation and Employers' Liability Insurance: In accordance with statutory requirements and Employer's Liability Insurance with limits of not less than $100,000 for each accident, not less than $100,00 for each disease, and not less than $500,000 aggregate. Coverage is to apply for all employees in the statutory limits in compliance with the applicable state and federal laws. Proof of current Worker's

Compensation coverage or Worker's Compensation exemption (notarized affidavit).

ii) Professional Liability Insurance: Minimum $1,000,000 per occurrence for this project, and with a $1,000,000 policy term general aggregate. Coverage shall be extended beyond the policy year term either by a supplemental extended reporting period (ERP) with as great of duration as available, with no less coverage and reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made. The DISTRICT prefers all Professional Liability Insurance be written on an Occurrence Form; however, in the event that the professional liability insurance required by this Agreement is written on a claims-made basis, CONSULTANT warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained for a period of two (2) years or an extended reporting period (ERP) with tail coverage will be obtained and maintained for a period of two (2) years beginning at the time work under this Agreement is completed.

iii) Comprehensive Commercial General Liability Insurance: (Occurrence Form CG 00 01): The CONSULTANT shall procure and maintain and require all sub-contractors to procure and maintain during the life of this Agreement, a comprehensive general liability policy, including but not limited to bodily injury, property damage, contractual liability, and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

The policy must include comprehensive general liability with a limit of $1,000,000 for general aggregate; $1,000,000 for each occurrence; $1,000,000 for products and completed ops; $100,000 for damage to rented premises; and $100,000 for fire damage.

The policy shall be endorsed to include the following additional insured language: "Englewood Water District and its commissioners, officers, employees, agents, and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CONSULTANT."

iv) Business Automobile Liability: The CONSULTANT shall procure and maintain and require all sub-consultants/sub-contractors to procure and maintain during the life of this Agreement, business automobile liability insurance including on all owned, hired, and non-owned automobiles. Automobile liability insurance must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if CONSULTANT has no owned autos, hired (Code 8), and non-owned (Code 9) autos.

The policy must include automobile liability with a limit of $1,000,000 for Combined Single Limit (CSL) for each accident; $1,000,000 for bodily Injury (per person); $1,000,000 for bodily Injury (per accident); and $1,000,000 for property damage (per accident).

B. WAIVER OF SUBROGATION

All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or through other means, agree to waive all rights of subrogation against the DISTRICT, its officers, officials, employees and volunteers, and the DISTRICT'S insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by CONSULTANT for the DISTRICT. It is CONSULTANT'S responsibility to notify its insurance company of the waiver of subrogation and request written authorization or the proper endorsement. Additionally, CONSULTANT, its officers, officials, agents, employees, volunteers, and any subcontractors, agree to waive all rights of subrogation against the DISTRICT and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions for which the CONSULTANT or its agents may be responsible.

C. POLICY FORM

i) All policies required by this Agreement, with the exception of Professional Liability and Workers' Compensation, are to be written on an occurrence basis and the Comprehensive Commercial General Liability Insurance shall name the Englewood Water District, Florida, and its Commissioners, officers, agents, employees, and volunteers as additional insured as their interest may appear under this Agreement. Claims Made Policies will be accepted for professional liability and hazardous materials and such other risks as are authorized by the DISTRICT. All Claims made policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, CONSULTANT agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

ii) Insurance requirements itemized in this Agreement, and required of CONSULTANT, shall be provided by or in behalf of all subconsultants to cover their operations performed under this Agreement. CONSULTANT shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subconsultants.

iii) Each insurance policy required by this Agreement shall:

a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

b. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. CONSULTANT is to notify the DISTRICT'S Purchasing Office by written notice via certified mail, return receipt requested.

D. The DISTRICT shall retain the right to review, at any time, coverage, form, and amount of insurance.

E. The procuring of required policies of insurance shall not be construed to limit CONSULTANT'S liability nor to fulfill the indemnification provisions and requirements of this Agreement. The extent of CONSULTANT'S liability for indemnity of the DISTRICT shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between CONSULTANT and its carrier.

F. CONSULTANT shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the DISTRICT is an insured under the policy. CONSULTANT'S insurance is considered primary for any loss, regardless of any insurance maintained by the DISTRICT. CONSULTANT is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

G. All certificates of insurance must be on file with and approved by the DISTRICT before commencement of any work under this Agreement. All certificates of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704). Certificates of insurance evidencing claims made or occurrences form coverage and conditions to this Agreement, as well as the Agreement number and description of work, are to be furnished to the DISTRICT'S Purchasing Office prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the DISTRICT'S Purchasing Department before CONSULTANT will be allowed to commence or continue work. The Certificate of insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.

H. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to CONSULTANT'S insurer(s) and the DISTRICT'S Purchasing Department as soon as practicable after notice to the Insured.

6. **RESPONSIBILITIES OF THE CONSULTANT**

A. CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

B. If CONSULTANT is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

C. CONSULTANT warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for CONSULTANT), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award of this Agreement.

D. CONSULTANT shall perform its services in accordance with generally accepted industry standards and practices customarily utilized by competent consultant firms in effect at the time CONSULTANT'S services are rendered. CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct in Florida Statutes, Section 112.313, as it relates to work performed under this Agreement. CONSULTANT agrees to incorporate the provisions of this paragraph into any subcontract into which it might enter with reference to the work performed.

E. CONSULTANT shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof. The DISTRICT does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its projects, activities or services. CONSULTANT shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

F. CONSULTANT shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at CONSULTANT'S offices for inspection, audit, and copying during normal business hours by the DISTRICT, or any of its authorized representatives. Such records shall be retained for a minimum of three (3) years after completion of the services.

G. The CONSULTANT shall comply with Florida Statutes Section 20.055(5), and must incorporate in all subcontracts the obligation to comply with Florida Statutes Section 20.055(5).

H. The CONSULTANT shall perform all services in each mutually agreed upon Task Order.

7. **PUBLIC RECORDS LAW**

In accordance with Florida Statutes, Section 119.0701, consultant shall comply with all public records laws, and shall specifically:

A. Keep and maintain public records required by the DISTRICT to perform the service.

i) The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See http://dos.state.fl.us/library-archives/records-management/general-records-schedules/).

ii) "Public records" means and includes those items specified in Florida Statutes, Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the DISTRICT. CONSULTANT'S records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Agreement.

B. Upon request from the DISTRICT'S custodian of public records, provide the DISTRICT, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the DISTRICT, upon request, in a format compatible with the information technology systems of the DISTRICT.

C. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, if CONSULTANT does not transfer the records to the DISTRICT following completion of the Agreement, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.

D. Upon completion of the Agreement, transfer, at no cost, to the DISTRICT all public records in CONSULTANT'S possession or keep and maintain public records required by the DISTRICT to perform the service. If CONSULTANT transfers all public records to the DISTRICT upon completion of the Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon the completion of the Agreement, CONSULTANT shall meet all applicable requirements for retaining public records.

E. Failure of CONSULTANT to comply with these requirements shall be a material breach of this Agreement. Further, CONSULTANT may be subject to penalties under Florida Statutes, Section 119.10.

F. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, ENGLEWOOD WATER DISTRICT, 201 SELMA AVE, ENGLEWOOD, FL 34223, (941) 460-1003; E-MAIL: publicrecordrequests@ewdfl.com**

8. **OWNERSHIP AND USE OF DOCUMENTS**

It is understood and agreed that all the documents, or reproducible copies, developed by CONSULTANT in connection with its services, including but not limited to reports, designs, specifications, and data, shall be delivered to, and shall become the property of the DISTRICT as they are received by the DISTRICT and when CONSULTANT has been fully compensated as set forth herein. CONSULTANT may keep copies of all work products for its records. CONSULTANT hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the DISTRICT. Specific written authority is required from the Administrator for CONSULTANT to use any of the work products of this Agreement on any non-DISTRICT project. Notwithstanding the above, any reuse of the work products by the DISTRICT on other projects will be at the risk of the DISTRICT.

9. **TIMELY PERFORMANCE OF CONSULTANT'S PERSONNEL**

The timely performance and completion of the required services is vitally important to the interest of the DISTRICT. CONSULTANT shall assign a Project Manager, together with such other personnel as are necessary, to assure faithful prosecution and timely delivery of services pursuant to the requirements of this Agreement. CONSULTANT'S personnel assigned to perform the services of this Agreement shall comply with the information presented in the professional services response proposal made a part hereof by reference. CONSULTANT shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to CONSULTANT'S key personnel must sent to the DISTRICT'S Administrator, written approval before said changes or substitution can become effective.

A. The services to be rendered by CONSULTANT shall commence within one (1) calendar week of CONSULTANT'S receipt of written Notice to Proceed/Purchase Order from the DISTRICT.

B. CONSULTANT specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth, subject only to delays caused through no fault of CONSULTANT or the DISTRICT. Time is of the essence in the performance of this Agreement.

C. CONSULTANT agrees to provide to the DISTRICT'S Project Manager, monthly written progress reports concerning the status of the work. The DISTRICT'S Project Manager may determine the format for this progress report. The DISTRICT shall be entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by CONSULTANT.

D. In the event unreasonable delays occur on the part of the DISTRICT or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by CONSULTANT which delay any Project Schedule completion date, the DISTRICT shall not unreasonably withhold the granting of an extension of the Project Schedule time limitation equal to the aforementioned delay.

10. **RESPONSIBILITIES OF THE DISTRICT**

A. The DISTRICT'S Project Manager is designated to serve as project coordinator and to do all things necessary to properly administer the terms and conditions of this Agreement. If necessary, the DISTRICT may authorize a specific program manager to perform the responsibilities of the DISTRICT'S Project Manager. The DISTRICT shall designate any specific program manager in the Notice to Proceed. The responsibility of the DISTRICT'S Project Manager shall include:

i) Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by CONSULTANT, and render in writing, decisions pertaining thereto within a reasonable time.

ii) Transmission of instructions, receipt of information, interpretation and definition of the DISTRICT'S policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

iii) Review for approval or rejection all CONSULTANT'S documents and payment requests.

B. The DISTRICT shall, upon request, furnish CONSULTANT with all existing data, plans, studies and other information in the DISTRICT'S possession which may be useful in connection with the work of this Project, all of which shall be and remain the property of the DISTRICT and shall be returned to the DISTRICT'S Project Manager upon completion of the services to be performed by CONSULTANT.

C. The DISTRICT'S Project Manager shall conduct periodic reviews of the work of CONSULTANT necessary for the completion of CONSULTANT'S services during the period of this Agreement, and may make other DISTRICT personnel available, where required and necessary to assist CONSULTANT. The availability and necessity of said personnel to

assist CONSULTANT shall be determined solely within the discretion of the DISTRICT.

D. The DISTRICT shall not provide any services to CONSULTANT in connection with any claim brought on behalf of or against CONSULTANT.

11. **TERMINATION**

A. TERMINATION WITH OR WITHOUT CAUSE: The performance of work under this Agreement may be terminated with or without cause by the Administrator or designee in whole or in part or whenever the Administrator or his designee determines that termination is in the DISTRICT'S best interest. Any such termination shall be effected by the delivery to the CONSULTANT of a written notice of termination at least thirty (30) days before the date of termination, specifying the extent to which performance of the work under the Agreement is terminated and the date upon which such termination becomes effective. Except as otherwise directed, the CONSULTANT shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-contracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and sub-contracts; and settle all outstanding liabilities and claims. CONSULTANT will be paid only for such work performed and materials supplied up to the termination. Under no circumstances shall the DISTRICT make any payment to CONSULTANT for services that have not been performed or that are performed subsequent to the termination date.

B. Upon termination CONSULTANT shall deliver to the DISTRICT all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by CONSULTANT in connection with its services. The DISTRICT shall, upon receipt of the aforesaid documents, pay to CONSULTANT and CONSULTANT shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in subsequent Task Orders issued, plus (2) the percentage of the work completed in any commenced but uncompleted task, less (3) all previous payments made to CONSULTANT in accordance with Section 2 of this Agreement and any amounts withheld by the DISTRICT to settle claims against or to pay indebtedness of CONSULTANT in accordance with the provisions of this Agreement.

C. FUNDING IN SUBSEQUENT FISCAL YEARS: It is expressly understood by the DISTRICT and CONSULTANT that funding for any subsequent fiscal year of the Agreement is contingent upon appropriation of monies by the DISTRICT'S Board of Supervisors, and the continuing receipt of state of federal grant funding, if applicable. In the event that funds are not available or appropriated, the DISTRICT reserves the right to terminate Task Orders issued, in connection with this Agreement. The DISTRICT will be responsible for payment of any outstanding invoices and work completed by CONSULTANT prior to such termination.

D. In the event that CONSULTANT has abandoned performance under this Agreement, then the Administrator or designee may terminate this Agreement upon three (3) calendar days' written notice to CONSULTANT indicating its intention to do so. The written notice shall state the evidence indicating CONSULTANT'S abandonment.

E. CONSULTANT shall have the right to terminate services only in the event of the DISTRICT failing to pay CONSULTANT'S properly documented and submitted invoice within ninety (90) calendar days of the approval by the DISTRICT'S Project Manager, or if the project associated with an issued Task Order is suspended by the DISTRICT for a period greater than ninety (90) calendar days.

F. The Administrator or designee reserves the right to terminate and cancel this Agreement in the event CONSULTANT is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for CONSULTANT or an assignment is made for the benefit of creditors.

G. In the event CONSULTANT breaches this Agreement, the DISTRICT shall provide written notice of the breach and CONSULTANT shall have ten (10) calendar days from the date the notice is received to cure. If CONSULTANT fails

to cure to the DISTRICT'S satisfaction within the ten (10) calendar days, the Administrator or designee shall have the right to immediately terminate the Agreement and/or refuse to make any additional payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to CONSULTANT due to:

i) The quality of a portion or all of CONSULTANT'S work not being in accordance with the requirements of Task Orders issued in connection to this Agreement;

ii) The quantity of CONSULTANT'S work not being as represented in CONSULTANT'S Payment Request, or otherwise;

iii) CONSULTANT'S rate of progress being such that, in the DISTRICT'S opinion, substantial or final completion, or both, may be inexcusably delayed;

iv) CONSULTANT'S failure to use Agreement funds, previously paid to CONSULTANT by the DISTRICT, to pay CONSULTANT'S project related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;

v) Claims made, or likely to be made, against the DISTRICT or its property;

vi) Loss caused by CONSULTANT; or

vii) CONSULTANT'S failure or refusal to perform any of the obligations to the DISTRICT, after written notice and a reasonable opportunity to cure as set forth above.

12. **CHANGES IN SCOPE OF SERVICE**

Services beyond the Scope of Services which would increase or decrease compensation, time of performance or which are otherwise outside the level of effort contemplated by the Task Order, must have prior written approval of the Administrator or approval by the DISTRICT'S Board of Supervisors ("BOARD") as provided by this Agreement. All terms for the performance of such services must be agreed upon in a written document prior to any deviation from the terms herein, and when properly authorized and executed shall, become an Amendment to the Agreement.

In the event of a dispute between the Administrator and CONSULTANT arise over whether requested services constitute additional services and such dispute cannot be resolved by the Administrator and CONSULTANT, such dispute shall be promptly presented to the BOARD for resolution. The BOARD's decision shall be final and binding on the parties. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

13. **INDEPENDENT CONSULTANT**

CONSULTANT is and shall be, in the performance of all work services and activities under this Agreement, an independent Consultant and not an employee, agent or servant of the DISTRICT. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to CONSULTANT'S sole direction, supervision, and control. CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects CONSULTANT'S relationship and the relationship of its employees to the DISTRICT shall be that of an independent Consultant and not as employees or agents of the DISTRICT. CONSULTANT does not have the power or authority to bind the DISTRICT in any promise, agreement or representation other than as specifically provided for in this Agreement. CONSULTANT shall not pledge the DISTRICT'S credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

14. **WAIVER**

The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

15. **NO HIRE**

CONSULTANT shall not hire any DISTRICT employee associated with this project throughout the duration of the Agreement and for a period of one (1) year after completion.

16. **NOTICES**

Any notices, invoices, reports, or any other type of documentation required by this Agreement shall be sent by certified mail, return receipt requested, or via a recognized national courier service in a manner that provides for written or electronic record of delivery, to the addresses listed below:

CONSULTANT'S REPRESENTATIVE:
Contact name
Company
name Street
address City,
ST, Zip TEL:
EMAIL:

DISTRICT'S REPRESENTATIVE**:**
Keith Ledford, Jr., P.E., Administrator
Englewood Water District
201 Selma Ave
Englewood, FL 34223
TEL: 941.429.3217
Email: kledford@englewoodwater.com

17. **ATTORNEY'S FEES**

In any proceedings between the parties arising out of or related to this Agreement, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

18. **CONFLICTS**

In the event of any conflict between the provisions of this Agreement and RFQ No. 2025-142 or CONSULTANT'S response, which are made a part hereof by reference, the Agreement shall control.

19. **AMENDMENT**

No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. For any increase in the compensation for the services, the Administrator and the duly authorized representative for CONSULTANT shall agree in writing to this change. For all other changes, except as provided herein, the DISTRICT'S Administrator and CONSULTANT'S representative shall agree in writing to the change.

20. **ASSIGNMENT**

CONSULTANT shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the Administrator or designee, except that claims for the money due or to become due to CONSULTANT from the DISTRICT under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the DISTRICT. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the DISTRICT.

21. **CONSULTANT'S STAFF**

CONSULTANT will provide the key staff identified in their Response for the District's Project as long as said key staff are in CONSULTANT's employment. If Administrator or his designee desires to request removal of any of CONSULTANT's staff from a Project or Task Order, Administrator or his designee shall first meet with CONSULTANT and provide reasonable justification for said request.

22. **E-VERIFY COMPLIANCE NOTICE**

In accordance with Section 448.095, Florida Statutes, firms providing engineering services under this solicitation are hereby notified of the following requirements:

A. E-Verify Registration: Prior to entering into a contract, the awarded firm must be registered with the E-Verify system operated by the U.S. Department of Homeland Security.

B. Verification of Employment Eligibility: The firm must use E-Verify to confirm the employment eligibility of all newly hired employees assigned to perform work under the contract.

C. Affidavit Requirement: The awarded firm must submit an affidavit affirming that it does not employ, contract with, or subcontract with unauthorized aliens.

D. Subconsultant Compliance: Any subconsultants engaged by the awarded firm must also comply with E-Verify requirements and provide similar affidavits.

E. Documentation and Retention: The firm must retain documentation of E-Verify verification for each new hire for a minimum of three years and make such records available upon request.

F. Noncompliance Penalties: Failure to comply with these requirements may result in contract termination, ineligibility for future public contracts, and financial penalties as provided by law.

By submitting qualifications, the firm acknowledges awareness of and intent to comply with these statutory obligations upon award.

23. **SCRUTINIZED COMPANIES**

A. As required by Florida Statutes, Section 287.135(5), for contracts of $1,000,000 or less, the CONSULTANT shall certify on a form provide by the DISTRICT, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, Section 215.4725, and that it is not engaged in a boycott of Israel.

B. As required by Florida Statutes, Section 287.135(5), for contracts of $1,000,000.00 or more, the CONSULTANT shall certify on a form provided by the DISTRICT, that all of the following are true:

i) It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, Section 215.4725, and that it is not engaged in a boycott of Israel; and

ii) It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to Florida Statutes, Section 215.473; and

iii) It is not engaged in business operations in Cuba or Syria.

C. If the CONSULTANT provides a false certification, has been placed on one of the above-noted Lists of Scrutinized Companies, or has engaged in business operations in Cuba or Syria, the CONSULTANT will be in breach of this Agreement and the DISTRICT may terminate the Agreement.

D. PENALTY**:**

i) A CONSULTANT that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of $2 million or twice the amount of the Agreement, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and

ii) Shall be ineligible to bid on any contract with the DISTRICT for three (3) years after the date the DISTRICT determined that the CONSULTANT submitted a false certification.

24. **FORCE MAJEURE**

A. Should performance of any obligation created under this Agreement become illegal or impossible by reason of:

i) A strike or work stoppage, unless caused by a negligent act or omission of either Party;

ii) An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;

iii) An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;

iv) A declared emergency of the federal, state, or local government; or

v) Any other like event that is beyond the reasonable control of the non-performing party;

Then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided that:

vi) The non-performing party provides written notice within five (5) days of the event of *force majeure*, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Agreement;

vii) The excuse of performance is no greater in scope or duration than required by the event of *force majeure*;

viii) No obligations of either party that arose before the *force majeure* are excused as a result of the event of
6. force majeure; and

ix) The non-performing party uses all reasonable diligence to remedy its inability to perform.

B. Economic hardship of a party does not constitute an event of *force majeure.* A party will not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.

C. The non-performing party's affected obligations under this Agreement will be temporarily suspended during, but not longer than, the continuance of the event of *force majeure* and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance shall not be excused under this Section for a period exceeding two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term.

D. The term of the Agreement will be extended by a period equal to that during which the non-performing party's performance is suspended under this Section.

25. **TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement. The CONSULTANT further certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the contract or agreement are accurate, complete, and current as of the date of the Agreement. For the breach or violation of this provision, DISTRICT shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

26. **MISCELLANEOUS**

A. Authority to Execute Agreement. The signature by any person to this Agreement shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.

B. Binding Effect/Counterparts. By the signatures affixed hereto, the Parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.

C. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Charlotte County or Sarasota County, Florida and the United States District Court for the Middle District of Florida.

D. No Agency. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that no provision contained herein, or any acts of the Parties shall be deemed to create any relationship between them other than that as detailed herein.

E. Severability. In the event any court shall hold any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other party.

F. Complete Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.

G. Non-Discrimination. The DISTRICT does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities, or services. The CONSULTANT shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date stated in the preamble of the Agreement:

ATTEST: CONSULTANT

By: _____ By: _____

Name: _____ Name: _____

Title: _____

ATTEST: ENGLEWOOD WATER DISTRICT

By: _____ By: _____
Secretary to the Board Chair, Board of Supervisors

Approved as to Form and Legality

By:_ _____
Robert Berntsson, District's Attorney

SECTION 7: FEMA PROVISIONS

1. **DISPUTE RESOLUTION:**

1.1 In the event of a dispute or claim arising out of this Contract, the parties may agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.

1.2 In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

1.3 The venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract shall be in the state courts of Sarasota County, Florida, which shall have subject matter jurisdiction and personal jurisdiction over each of the parties to the Contract.

1.4 The parties agree to waive all rights to trial by jury for any litigation undertaken concerning this Contract.

1.5 This Contract and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

1.6 Unless otherwise agreed in writing, the CONSULTANT shall be required to continue its services and all other obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

2. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the CONSULTANT agrees as follows:

2.1 The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2.2 The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

2.3 The CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing,

or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT's legal duty to furnish information.

2.4 The CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONSULTANT's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

2.5 The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

2.6 The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

2.7 In the event of the CONSULTANT's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

2.8 The CONSULTANT will include paragraph 1 and the provisions of paragraphs 1.1 through 1.8 in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions of noncompliance: Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

3. MAINTENANCE OF RECORDS

3.1 The CONSULTANT will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices, and materials provided and performed pursuant to the requirements of this agreement. Said records and documentation will be retained by the CONSULTANT for a minimum of five (5) years from the date of termination of this agreement, or for such period is required by law.

3.2 The CONSULTANT shall provide when requested, access by the District, Federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

3.3 The CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3.4 The CONSULTANT agrees to provide the grant agency Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

3.5 The CONSULTANT shall retain all records associated with this solicitation and any agreements that are created in response to the solicitation for a period of no less than five (5) years after final payments and all other pending matters are closed.

3.6 The CONSULTANT and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the District deems necessary during the period of this agreement, and during the period as outlined in the paragraphs above; provided, however, such activities shall be conducted only during normal business hours of the CONSULTANT and at the expense of the District.

4. **CONTRACT WORK HOURS & SAFETY STANDARDS ACT (29 C.F.R. § 5.5 (b)(1)-(5)):**

4.1 Overtime requirements. No CONSULTANT 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.

4.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause outlined in paragraph (b)(1) of this section the CONSULTANT and any subcontractor responsible therefore shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such CONSULTANT and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or territory, to such District or 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 outlined in paragraph (b)(1) of this section, in the sum of $32 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 outlined in paragraph (b)(1) of this section.

4.3 Withholding for unpaid wages and liquidated damages.

4.3.1 Withholding Process. The District may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the CONSULTANT so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime CONSULTANT or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph 2.2 of this contract, any other Federal contract with the same prime CONSULTANT, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime CONSULTANT (as defined in § 5.2). The necessary funds may be withheld from the CONSULTANT under this contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime CONSULTANT, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the CONSULTANT liability for which the funds were withheld.

4.3.2 Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A CONSULTANT's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a CONSULTANT, or a CONSULTANT's bankruptcy estate;

(D) A CONSULTANT's assignee(s);

(E) A CONSULTANT's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4.4 Subcontracts. The CONSULTANT or Subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)1 through (5) of this section and clause requiring subcontractors to include these clauses in any lower tier subcontracts. The prime CONSULTANT is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)1 through (5). In the event of any violations of these clauses, the prime CONSULTANT, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

4.5 Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threated, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

4.5.1 Notifying any CONSULTANT of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

4.5.2 Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

4.5.3 Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

4.5.4 Informing any other person about their rights under CWHSSA or this part.

5. HOMELAND SECURITY ACQUISITION REGULATION CLASS DEVIATION 15-01 CLAUSES

"Safeguarding of Sensitive Information" and "Information Technology Security and Privacy Training" for existing and new contracts and solicitations that have a high risk of unauthorized access to or disclosure of sensitive information. HSAR Deviation 15-01 Rev 1 Safeguarding of CUI

6. CLEAN AIR ACT

6.1 The CONSULTANT agrees to comply with all applicable standards, orders, or regulations issued under the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6.2 The CONSULTANT agrees to report each violation to the District and the Regional Office of the Environmental Protection Agency and understands and agrees that the District and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to FEMA.

6.3 The CONSULTANT agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

7. FEDERAL WATER POLLUTION CONTROL ACT

7.1 The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

7.2 The CONSULTANT agrees to report each violation to the District and the Regional Office of the

Environmental Protection Agency and understands and agrees that the District and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to FEMA.

7.3 The CONSULTANT agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

8. SUSPENSION AND DEBARMENT

8.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONSULTANT is required to verify that none of the CONSULTANT, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935).

8.2 The CONSULTANT must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

8.3 This certification (see ATTACHMENT 9) is a material representation of fact relied upon by the awarded CONSULTANT. If it is later determined that the CONSULTANT did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

8.4 The CONSULTANT agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

8.5 If, at any point during the term of this contract, the CONSULTANT or any principals thereof are found to be on a federal or state debarment list, or if federal or state debarment action is initiated against the CONSULTANT or their principals during this time period, this contract shall be immediately rendered null and void.

8.6 If debarment action has been taken against any subcontractor, the CONSULTANT shall provide an alternative subcontractor within 10 days of notification. The debarred subcontractor may not work on the project.

9. BYRD ANTI-LOBBYING AMENDMENT

CONSULTANTS who apply or bid for an award of $100,000 or more shall file the required certification found at 44 C.F.R. Part 18, Appendix A. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

10. PROCUREMENT OF RECOVERED MATERIALS

10.1 In the performance of this contract, the CONSULTANT shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

10.2 Information about this requirement is available on the EPA'S Comprehensive Procurement Guidelines website, http://www.epa.gov/cpg/ The list of EPA- designate items is available at http://www.epa.gov/cpg/products/htm

10.3 The CONSULTANT also agrees to comply with all other applicable requirements of Section 6002 or the Solid Waste Disposal Act.

11. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the District wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

12. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216 prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, the District, as well as their CONSULTANTs and subcontractors, may not obligate or expend any federal award funds to:

12.1 Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

12.2 Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or

12.3 Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

13. DOMESTIC PREFERENCES FOR PROCUREMENTS

To the greatest extent practicable and consistent with law, the CONSULTANT should provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

14. ACCESS TO RECORDS

The CONSULTANT agrees to provide the District, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The CONSULTANT agrees to provide the FEMA Administrator or his authorized representatives access to construction

or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the (insert name of the recipient or subrecipient) and the CONSULTANT acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

15. DEPARTMENT OF HOMELAND (DHS) SECURITY SEAL, LOGO AND FLAGS

The District and CONSULTANT must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the contract. The CONSULTANT will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

17. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the recipient or subrecipient, CONSULTANT, or any other party pertaining to any matter resulting from the contract.

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The CONSULTANT acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONSULTANT's actions pertaining to this contract.

19. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISE, AND LABOR SURPLUS AREA FIRMS:

The CONSULTANT, if subcontracts are to be let, is required to take all necessary affirmative steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

19.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists.

19.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

19.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities or quantities to permit maximum participation by small and minority business, and women's business enterprises.

19.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

19.5 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

19.6 Requiring the prime CONSULTANT, if subcontracts are to be let, to take the affirmative steps listed in Section 22.

20. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT

The CONSULTANT grants to the DISTRICT, a paid up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the CONSULTANT will identify such data and grant to the DISTRICT or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the CONSULTANT will deliver to the DISTRICT data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the DISTRICT.

21. BUILD AMERICA, BUY AMERICA ACT (BABAA) FOR ARCHITECTURAL AND/OR ENGINEERING CONTRACTS

The CONSULTANT, subconsultants, and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117- 58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States.

22. PROVIDING GOOD, SAFE JOBS TO WORKERS

Pursuant to FEMA Information Bulletin No. 520, the CONSULTANT will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the CONSULTANT commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The CONSULTANT acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable.

23. BUY CLEAN

The DISTRICT encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, the DISTRICT encourages that the performance of this agreement includes considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.

24. CHANGES

Changes to any FEMA grant or federally funded cooperative agreement shall be in writing, executed by change order and the costs of any change, modification, change order or constructive change must be allowable, allocable and within the original scope of the FEMA grant or federal cooperative agreement. Changes should be reasonable and necessary for the completion of original project scope. Any changes must be permissible under state, local and federal laws. Any change recommended and accepted by both parties, in writing, will not be considered a contract breach. Modifications to alter the method, price, or schedule of the work for any reason shall be completed following the terms and provisions

of the associated contract documents. No changes to the contract documents or the performance provided shall be made unless the same are in writing and signed by both the CONSULTANT and the DISTRICT.

25. **SUBCONTRACTS**

The CONSULTANT must require compliance with all federal requirements of all subconsultants and subcontractors performing work under this Agreement, by including these federal requirements in all contracts with subconsultants and subcontractors.

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SECTION 8: FEDERAL CONTRACTING CLAUSES (2 CFR 200 APPENDIX II)

STANDARD FEDERAL TERMS AND CONDITIONS FOR ALL CONTRACTS WITH FEDERAL FUNDS

The following Federal Contracting Clauses will be fully incorporated by reference into this RFQ and any contract(s) awarded as a result of this RFQ, which are supported by federal funds, in whole or in part, during the life of the contract(s).

ACCESS TO RECORDS

1. Consultant agrees to provide the contracting entity, the grantor federal agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Consultant that are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. Consultant agrees to provide the foregoing parties or any of their authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

BUY USA - DOMESTIC PREFERENCE FOR PROCUREMENTS

1. Consultant should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this award.
2. For the purposes of this section:
   (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
   (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

1. Consultants who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.
2. Consultant language used for the Byrd Anti-Lobbying Certification can be found here.

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Consultant agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Title VI Solicitation Notice:

The District, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the District or the Federal agency to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the District or the Federal agency, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the non-discrimination provisions of this contract, the District will impose such contract sanctions as it or the Federal agency may determine to be appropriate, including, but not limited to:
    a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
    b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the District or the Federal agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant

becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the District to enter into any litigation to protect the interests of the District. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The federal agency's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

CLEAN AIR ACT AND WATER POLLUTIONS CONTROL ACT PROVISIONS

1. Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the federal Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. Consultant agrees to report each violation to the contracting entity and understands and agrees that the contracting entity will, in turn, report each violation as required to assure notification to the grantor federal agency and the appropriate Environmental Protection Agency Regional Office.
3. Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.
4. Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
5. Consultant agrees to report each violation to the contracting entity and understands and agrees that the contracting entity will, in turn, report each violation as required to assure notification to the grantor federal agency and the appropriate Environmental Protection Agency Regional Office.
6. Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (FOR ANY CONTRACTS IN EXCESS OF $100,000 WHEN LABORERS OR MECHANICS ARE USED)

1. *Overtime requirements:* No Consultant 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 a 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 a workweek.
2. *Violation: liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph 1 of this section, Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Consultant 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 in paragraph (1) of this section, in the sum of $10 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 in paragraph (1) of this section.
3. *Withholding for unpaid wages and liquidated damages.* The contracting entity 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 Consultant or subcontractor under any such contract or any other federal contract with the same prime Consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. *Subcontracts.* Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime Consultant shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

COPYRIGHT AND DATA RIGHTS (IF APPLICABLE)

1. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works.

2. Consultant grants to the contracting entity, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data.
3. For data required by the contract but not first produced in the performance of this contract, Consultant will identify such data and grant to the contracting entity or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract.
4. Upon or before the completion of this contract, Consultant will deliver to the contracting entity data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the contracting entity.

DISTRACTED DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

FEDERAL COMPLIANCE

Consultant acknowledges that federal funds will be used to fund all or a portion of the contract. Consultant will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives. This specifically includes, *but is not limited to*, all 2 CFR 200 requirements, and any American Rescue Plan Act (ARPA) requirements and guidance established by the United States Department of the Treasury for ARPA funding. It also includes any legal requirements applicable to the Bipartisan Infrastructure Law and Urban Area Security Initiative (UASI) funding.

FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

FOREIGN TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Consultant must provide immediate written notice to the Owner if the Offeror/Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subcontractors provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the federal agency may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the Federal Government.

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

3) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

4) The applicant represents that it is ( ) is not ( ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the District has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the federal agency, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (HUAWEI AND ZTE) (IF APPLICABLE)

Consultant is prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

   (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
   (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
   (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

PROCUREMENT OF RECOVERABLE MATERIALS

1. In the performance of this contract, Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   a. Competitively within a timeframe providing for compliance with the contract performance schedule;

   b. Meeting contract performance requirements; or
   c. At a reasonable price.
2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program
3. Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

PUBLICATIONS CLAUSE (FOR AMERICAN RESCUE PLAN ACT "ARPA" FUNDS)

Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (IF APPLICABLE)

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

SUSPENSION OR DEBARMENT

1. No contract will be awarded to a Consultant or any party that is debarred from working on federally funded projects, as listed on the government-wide exclusions list in the System for Award Management (SAM) at www.sam.gov, in accordance with the OMB guidelines at 2 C.F.R. Part 180.
2. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, Consultant is required to verify that none of Consultant's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
3. Consultant must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
4. This certification is a material representation of fact relied upon the contracting entity. If it is later determined that Consultant did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the contracting entity, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
5. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

STATUS REPORT
For Board Meeting April 9, 2026

CIP/In-house Projects:

1. **Hurricane Milton LS Repairs** – A Task Order was executed with Giffels Webster for engineering services related to the electrical repairs for the lift station panels that were damaged during Hurricane Milton. Design of the required repairs has begun.

2. **Middle Beach Pipe Replacement –** Kimley-Horn and staff are still working to finalize the bid package and anticipate putting it out to bid by the end of April.

3. **North Booster Pump Station Design** – The scope for LPA0283 has been amended from the North WRF to the North Booster Pump Station and is being presented at the April 9, 2026 Board meeting for approval. Staff has completed the CWSRF application for the funding awarded during the Supplemental Appropriation for Hurricanes Helene and Milton, which was due for submission by March 12, 2026. Staff intends to issue an RFQ for a design consultant as soon as possible.
4.
5. **South WRF Expansion and Improvements –** Staff has been working with Kimley-Horn to develop the scope of work for the various task orders that will be needed.
    a. **South WRF Electrical Upgrades (Design) –** Presented at the April 9, 2026, Board Meeting for approval.
    b. **South WRF Phase 1 Upgrades (Design) –** Presented at the April 9, 2026, Board Meeting for approval.
    c. **Reuse Improvement Design** – Still working to develop scope.

6. *** Elevated Tank Rehab** – Staff is working on a bid package for a complete blast and recoating of the tank.

7. *** Lime Plant Optimization Study –** HDR has submitted their draft report of the Lime Optimization Study. Staff is currently reviewing.

8. *** Water Treatment Plant Expansion and Improvements –** Staff will begin working on the RFQ for Engineering Services for the WTP expansion and improvement project with hopes to advertise later this year or the beginning of next year.

Developments/Projects Approved for Construction:

1. *** Ashore N Store Self Storage –** The land has been cleared for the new 136,900 SF three-story self-storage facility located at 590 N. Indiana Ave. While the required utility modifications are minor for this project, staff will continue to monitor the progress and oversee those modifications as needed.

2. *** Beachwalk by Manasota Key Phase 4 –** The Developer's Agreement has been executed for Phase 4 and the FDEP applications have been signed.

3. *** Boca Royale Unit 19 –** The Developer's Agreement has been executed, and plans are approved. FDEP permits have been received for the water modifications. A FDEP sewer permit is not required.

4. *** Boca Royale East –** Phase 1A has been approved by FDEP to be placed into service. The final water main tie ins have been completed; however the plat has not been approved by Sarasota County at this time. Meters cannot be set until the plat is approved.

5. *** Charlotte County Ainger Creek Boat Ramp Improvements –** The improvements at the Ainger Creek Boat Ramp will include adding a restroom building. The restroom building will require a new water and sewer service to be installed. The Developer's Agreement has been executed. The plans are approved and awaiting contractor award. Construction is anticipated for late summer or fall.

6. **Esplanade at Wellen Park –** The contractor has scheduled a temporary shutdown of EWD's FM on River Road to make the required connections to the existing system on April 8, 2026. Meanwhile, they continue to perform final testing on

the offsite utilities along River Road, as well as the onsite utilities within the proposed development. They will be looking to certify portions of the utilities within the next 30-60 days.

7. **FPL Partridge Substation –** FPL is constructing a new power substation on Winchester Blvd. just south of the Sarasota/Charlotte County line. A Developer's Agreement has been completed and utility plans have been approved. A pre-construction meeting is scheduled for April 7, 2026.

8. *** Gateway Court –** FDEP permits for both water and sewer have now been received, however, the project appears to be on hold at this time.

9. *** Paddock Pines –** The utilities have been installed, and testing should begin in the near future.

10. **Publix at Merchant's Crossing –** The contractor continues to work on the utility modifications as required.

11. *** Sandpiper Pointe** – FDEP has issued permits for both water and sewer. Clearing of the property has begun. Staff is currently reviewing shop drawings. A pre-construction meeting should be held in the near future.

12. *** Shores at Stillwater –** Phases 2A/B appear to be on hold at this time.

13. *** Sportport/Sportport 2.0 –** The Developer plans to construct warehouses intended for RV storage on two parcels within Morris Industrial Park. Minor utility improvements are needed, including the installation of a fire hydrant and fire lines for both projects. Developer's Agreements have been completed, and plans have been approved.

14. *** Storage Depot 775 –** TDM Consulting, Inc. submitted final utility plans for a new 80,731 SF three-story self-storage facility located at 4400 Placida Rd. A Developer's Agreement has been executed, and plans are approved for construction. No FDEP permits are required for this project.

Developments/Projects in Plan Review:

15. **Arby's** – The plans are ready to be approved, and staff is finalizing the Developer's Agreement.

16. *** Buchan's Landing –** Staff met with representatives from Kimley-Horn on February 20, 2026, to reengage on the project. The proposed vacuum man adjustments and added infrastructure are still being evaluated to ensure the existing customers will not be negatively affected.

17. *** Culver's –** Kimley-Horn has submitted final revised plans for review. Staff is working on the Developer's Agreement.

18. **Englewood Apartments –** The previous plans were ready to be approved, but staff was recently informed that an additional property has been purchased. It is unclear whether the plans will be modified again to include the added property.

19. *** Englewood Self Storage –** Rapid Construction Solutions, LLC has submitted preliminary plans for a new self-storage facility located at 1912 S. McCall Rd. The proposed plans include 1,875 SF of office space, 103,278 SF of self-storage, and 20,880 SF of covered parking. Staff returned comments for requested changes on December 14, 2023.

20. *** Generation at Englewood –** Kimley-Horn has submitted a new set of plans for the project that would consist of 294 apartments plus an amenity center and a small future commercial on the corner of Pine St. and Crestwood Ave. Staff returned comments on June 27, 2025.

21. *** Lemon Bay Plaza –** Staff continues to work with CPH on the utility plans for a new retail store in Lemon Bay Plaza.

22. *** Prose Apartments** –The project includes a total of 260 apartments (159 1-bedroom and 101 2-bedroom units) and an Amenity Center. The plans are ready to be approved. The Developer's Agreement was completed and sent for execution

on May 16, 2025. Once executed, the plans will be approved and the FDEP applications signed.

23. *** San Casa Multifamily Project –** Staff met with representatives from Atwell on February 26, 2026, to review EWD comments on utility plans for the multifamily project across from Heritage Oaks Assisted Living. The project would consist of 83 SF and 162 MF units.

24. *** Sandy Lane Townhomes** – DMK has resubmitted plans for the project. A Developer's Agreement has been completed and is awaiting execution prior to approving the plans and signing the FDEP applications.

25. *** Stellar Englewood (FKA 200 Artists) –** Kimley-Horn is now working with a new developer, Stellar Communities, on the project previously known as 200 Artists. They have submitted a new proposed site plan that includes 328 townhomes and two amenity centers.

26. *** Turquoise Bay –** The Developer is looking to construct 42 multi-family units with a community pool. DMK has submitted final plans for a new project on Waterside Dr., south of Massachusetts Ave. Staff is working to finalize the Developer's Agreement.

Upcoming Developments/Projects:

27. *** Charlotte County – N. Beach Rd Sidewalk & Lighting –** Charlotte County submitted a 30% plan for review on April 30, 2024.

28. *** FDOT – Charlotte County Line to Tangerine Woods** – Green line mark-ups have been provided to Element Engineering Group. The proposed project would convert the center turn lane into a divided raised median with directional median openings. Construction is expected to begin in 2025.

29. *** Manasota Key Resort** – Atwell, LLC is working on a development plan for the Manasota Key Resort which would include approximately 250 hotel rooms, multiple pools, and restaurants. If approved by the County, the developer would be required to make major improvements to the water and sewer system in order to serve this new design.

30. *** McCall Plaza –** Staff has been working with Kimley-Horn on a potential gas station that may be constructed in McCall Plaza.

31. *** Merchant's Crossing –** Staff has been working with Bohler Engineering on a potential fast-food restaurant to be constructed on S. McCall Rd. side of Merchant's Crossing. The name of the restaurant has not been revealed.

32. *** Morningstar Subdivision –** Kimley-Horn has submitted preliminary plans for a small subdivision at the end of Morningside Dr. The proposed plan would include 12 lots ranging from approximately 3.77 acres to 6.26 acres.

33. *** Sarasota County – Manasota Beach Road Extension** – Stantec has requested utility information for the Manasota Beach Road extension project.

34. *** Sarasota County – Winchester Blvd & River Road Widening** – Sarasota County is working with Wellen Park for the widening of River Road from US-41 to Winchester Blvd and Winchester Blvd from River Road to the Charlotte/Sarasota County line. Kimley-Horn has been selected for the design and has sent requests for utility information currently located within the ROW.

35. *** Quail's Run Inn –** DMK is working on the utility design for the new Quail's Run Inn project. The property is located between Englewood Glass and Mirror and Quail's Run. There will be a total of 100 multi-family units and an amenity center. There were utilities installed with the previous project but the condition of those is unknown at this time.

ENGLEWOOD WATER DISTRICT
SEPTEMBER 30, 2025, YTD FY26 MARCH 2026
STATEMENT OF NET POSITION

	FY2025	YTD FY2026
ASSETS		
Current assets		
Cash and cash equivalents	$ 10,784,946	$ 10,032,064
Accounts Receivable	2,749,491	2,998,072
Due from other governments	96,303	9,952
Inventory	1,842,347	1,857,693
Prepaids	12,113	7,960
Total current assets	15,485,199	14,905,742
Noncurrent assets		
Investments	13,995,182	24,958,496
Connection fees and assessments receivable	908,372	771,824
Net pension asset	387,540	387,540
Capital assets		
Non-depreciable	5,476,481	5,567,782
Depreciable, net of accumulated depreciation	108,632,513	120,339,121
Total noncurrent assets	129,400,089	152,024,763
Total assets	144,885,288	166,930,505
DEFERRED OUTFLOW OF RESOURCES		
Deferred amount on OPEB	106,022	106,022
Deferred amounts on pensions	1,798,139	1,798,139
Total deferred outflow of resources	1,904,161	1,904,161
LIABILITIES		
Current liabilities		
Accounts payable	637,857	368,997
Accrued liabilities	460,190	211,730
Total current liabilities	1,098,047	580,727
Noncurrent liabilities		
Compensated Absences	854,368	815,125
Total OPEB liability	1,061,238	1,061,238
Net pension liability	4,754,299	4,754,299
Total noncurrent liabilities	6,669,905	6,630,662
Total liabilities	7,767,952	7,211,390
DEFERRED INFLOW OF RESOURCES		
Deferred amount on pensions	1,710,562	1,710,562
Total deferred inflow of resources	1,710,562	1,710,562
NET POSITION		
Net investment in capital assets	114,108,995	125,906,903
Unrestricted	23,201,941	34,005,811
Total net position	$ 137,310,935	$ 159,912,714

ENGLEWOOD WATER DISTRICT
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
YE FY25, MARCH 2025, FY26 BUDGET, YTD FY26 MARCH 2026

	YEAR END FY25	YTD FY25 MARCH 2025	FY26 APPROVED BUDGET	YTD FY26 MARCH 2026	Over (Under) Budget
Operating revenues					
Water Services	$ 10,526,691	$ 5,193,828	$ 12,423,256	$ 6,274,186	$ (6,149,070)
Waste Treatment	11,959,328	5,897,492	13,622,202	7,188,215	(6,433,987)
Miscellaneous	557,567	293,813	406,008	228,197	(177,811)
Total operating revenues	23,043,586	11,385,133	26,451,466	13,690,599	(12,760,867)
Operating expenses					
Water treatment plants	4,570,633	1,635,612	5,127,677	2,157,606	(2,970,071)
Water distribution	2,918,129	1,161,670	3,327,387	1,118,126	(2,209,261)
Waste treatment	4,137,962	1,374,383	3,916,543	1,422,096	(2,494,447)
Waste collection	6,570,838	2,042,531	4,467,270	1,804,397	(2,662,873)
Laboratory	327,266	165,927	410,064	155,836	(254,228)
General & administrative	4,619,758	2,387,699	5,655,491	2,420,144	(3,235,347)
Total operating expenses	23,144,586	8,767,823	22,904,431	9,078,204	(13,826,227)
Operating gain/loss	(101,000)	2,617,310	3,547,035	4,612,395	1,065,360
Nonoperating revenues (expenses)					
Investment income	900,274	349,093	-	369,407	369,407
Special assessment interest	45,014	257	-	33,272	33,272
Interest expense	-	-	-	-	-
Other revenues	(179,266)	125,092	-	305,059	(305,059)
Gain on disposal of capital assets	281,560	-	-	-	-
Total nonoperating revenues (expenses), net	1,047,582	474,442	-	707,738	97,620
Income before contributions	946,582	3,091,752	3,547,035	5,320,133	1,162,980
Capital contributions					
Cash	1,012,887	684,977	7,598,362	5,575,039	(2,023,324)
Non Cash	3,593,503	-	-	11,706,608	11,706,608
Total contributions	4,606,389	684,977	7,598,362	17,281,646	9,683,284
Change in net position	5,552,972	3,776,729	11,145,397	22,601,779	11,456,382
Total net position, beginning of year	131,757,963	116,850,205	137,310,935	137,310,935	
Prior period adjustment	-	-	-	-	
Total net position, beginning of year as restated	131,757,963	116,850,205	137,310,935	137,310,935	
Total net postion, end of year	$ 137,310,935	$ 120,626,934	$ 148,456,332	$ 159,912,714	

Englewood Water District
Investment Report
as of March 31, 2026

RBC	Market Value	Percent of Total
Certificate of Deposit	9,462,990	32.65%
Bonds- Revenue/General Obligation	-	0.00%
Government Backed Bonds	15,495,505	53.46%
Money Markets/Cash	4,026,336	13.89%
	$ 28,984,831	100.00%

Centennial Bank		
Cash Centennial- operating acct		6,119,232
Cash Centennial- money market		81,564
Total Cash	$	6,200,796
Total Cash and Investments	**$**	**35,185,627**
Prev Month Investments	**$**	**23,739,452**
Prev Month - Cash - RBC		**5,276,647**
Prev Month - Cash - Centennial		**4,994,039**
Prev Month - Investments and Cash	**$**	**34,010,138**

Englewood Water District
RBC Investment Report
03/31/2026

Security Description	Investment Type	Cusip	Cost	Coupon Rate	Trade Date	CD Date	Maturity Date	Par Value	Current Market Value	Estimated Yield	Duration (In Years)
ALMA BK ASTORIA NEW YORK	CD	020080DW4	250,000.00	3.800%	12/18/2025	12/30/2025	6/30/2026	250,000.00	249,936.15	3.800%	0.50
TOYOTA FINL SVGS BK	CD	89235MLC3	252,795.19	0.950%	8/17/2021	7/15/2021	7/15/2026	250,000.00	247,867.50	0.950%	5.00
LENDING CLUB BANK NATL ASSN LEHI	CD	52603NBY6	250,000.00	3.750%	2/4/2026	2/12/2026	8/12/2027	250,000.00	249,515.00	3.750%	1.50
BNY MELLON NA INSTL CTF DEP	CD	05584CZD1	102,165.06	3.800%	2/10/2026	8/13/2025	8/13/2027	100,000.00	99,872.00	3.617%	2.00
FIELDPOINT PRIVATE BK & TR	CD	31657FBX4	250,000.00	3.850%	2/10/2026	2/13/2026	8/13/2027	250,000.00	249,547.50	3.850%	1.50
AMERICAN COMMERICAL BANK & TRUST	CD	02519AAD9	232,444.82	3.500%	11/7/2023	9/14/2022	9/14/2027	245,000.00	243,610.85	5.130%	3.85
CROSS RIV BK TEANECK NJ	CD	227563NL3	225,000.00	3.950%	9/3/2025	9/15/2025	9/15/2027	225,000.00	224,788.50	3.950%	2.00
NORTHEAST BK F S B AUBURN ME	CD	66405SET3	141,590.18	3.900%	2/10/2026	9/23/2024	9/23/2027	139,000.00	138,963.86	3.669%	3.00
LIVE OAK BKG CO WILMINGTON NC	CD	538037AR3	220,472.62	3.650%	2/10/2026	1/28/2026	9/28/2027	220,000.00	219,219.00	3.604%	1.67
MAPLE CITY SVGS BK	CD	56511PBJ6	250,000.00	3.500%	9/18/2024	9/30/2024	9/30/2027	250,000.00	248,135.00	3.500%	3.00
INBANK RATON NEW MEXICO	CD	45332WDY6	130,000.00	3.600%	2/10/2026	12/29/2025	12/29/2027	130,000.00	129,331.80	3.626%	2.00
TEXAS HERITAGE NATL BK	CD	882487AX9	250,000.00	3.850%	2/19/2026	3/6/2026	3/6/2028	250,000.00	249,182.50	3.850%	2.00
MORGAN STANLEY PRIVATE BK	CD	61768UPM3	250,000.00	4.300%	9/18/2024	9/27/2024	3/27/2028	250,000.00	250,217.50	4.300%	3.50
BANK OF AMERICA	CD	06428KAF3	250,000.00	4.500%	6/20/2025	6/26/2025	6/26/2028	250,000.00	250,000.00	4.500%	3.00
SEILING ST BK OKLA	CD	816050AQ1	245,000.00	3.900%	9/9/2025	9/18/2025	9/18/2028	245,000.00	244,051.85	3.900%	3.00
GUTHRIE COUNTY STATE BANK	CD	40341PCC0	245,000.00	3.900%	9/9/2025	9/22/2025	9/22/2028	245,000.00	244,044.50	3.900%	3.00
TRISTAR BK DICKSON TENN	CD	89679RAA1	250,000.00	3.850%	9/16/2025	9/29/2025	9/29/2028	250,000.00	248,712.50	3.850%	3.00
CITIBANK NA CD	CD	17290GLL9	250,000.00	3.750%	1/17/2176	10/15/2025	10/16/2028	250,000.00	248,067.50	3.750%	3.01
PAN AMERICAN BK & TR MELROSE	CD	697759BA5	250,000.00	4.200%	10/16/2024	10/28/2024	10/27/2028	250,000.00	249,997.50	4.200%	4.00
GENERATIONS BK ROGERS ARK	CD	37149CBT3	75,000.00	3.900%	11/4/2025	11/20/2025	11/20/2028	75,000.00	74,667.00	3.900%	3.00
FIRST FNDTN BK IRVINE CA	CD	32026U6P6	100,665.81	4.000%	1/27/2026	11/28/2025	11/28/2028	100,000.00	99,797.00	4.000%	3.00
PARKSIDE FINL BK & TR CLAY	CD	70147AGS7	95,000.00	4.150%	8/20/2025	8/29/2025	2/28/2029	95,000.00	94,993.35	4.150%	3.50
FIRST KEYSTONE CMNTY BK	CD	32065RBF1	198,000.00	3.900%	3/3/2026	3/5/2026	3/5/2029	198,000.00	196,914.96	3.900%	3.00
FINWISE BANK UTAH	CD	31810PEH8	241,000.00	3.850%	3/3/2026	3/13/2026	3/13/2029	81,000.00	239,325.05	3.850%	3.00
FFB BK FRESNO CALIF	CD	30191MAN7	24,605.35	3.700%	8/20/2025	11/29/2024	3/29/2029	25,000.00	24,716.00	4.250%	3.61
CFG CMNTY BK LUTHERVILLE MD	CD	12527CFX5	250,303.24	4.750%	8/9/2024	7/31/2024	7/31/2029	250,000.00	250,130.00	4.758%	4.98
CENTRAL BK LITTLE ROCK ARK	CD	152577CM2	250,000.00	4.850%	8/9/2024	8/14/2024	8/14/2029	250,000.00	250,185.00	4.850%	5.00
BANKWEST INC PIERRE SD	CD	06652CJC6	223,449.05	3.500%	10/18/2024	9/30/2024	9/28/2029	223,000.00	222,995.54	3.500%	5.00
GOLDMAN SACHS BK USA NEW YORK	CD	38151PAX9	250,000.00	3.750%	10/8/2025	10/15/2025	10/15/2029	250,000.00	248,162.50	3.750%	4.00
BANKWEST INC PIERRE SD	CD	06652CJE2	25,043.87	3.550%	8/20/2025	10/30/2024	10/30/2029	25,000.00	24,503.75	4.244%	4.20
MORGAN STANLEY BK NA	Equity linked CD	61776CBX4	200,000.00	variable	10/22/2024	10/31/2024	11/1/2029	200,000.00	192,710.00	variable	5.01
FIRST FNDTN BK IRVINE CA	CD	32026U6J0	140,000.00	4.050%	11/4/2025	11/14/2025	11/14/2029	140,000.00	139,526.80	4.050%	4.00
CANANDAIGUA NATL BK & TR NY	CD	137141BD8	250,000.00	3.950%	11/11/2025	11/26/2025	11/26/2029	250,000.00	248,282.50	3.950%	4.00
BRIDGEWATER BK ST LOUIS PK	CD	108622QJ3	250,000.00	3.950%	11/11/2025	11/28/2025	11/28/2029	250,000.00	248,277.50	3.950%	4.00
HIGH PLAINS BK KEYES OK	CD	42971GAK7	20,000.00	4.000%	10/8/2025	12/30/2024	12/31/2029	20,000.00	20,003.20	4.007%	4.23
COULEE BK LA CROSSE WIS	CD	22209WAR3	201,747.24	4.400%	1/30/2025	1/9/2025	1/9/2030	202,000.00	201,987.88	4.486%	4.95
HIAWATHA NATL BK HAGER CITY	CD	428548CP4	250,000.00	3.950%	2/4/2026	2/20/2026	2/20/2030	250,000.00	249,657.50	3.950%	4.00
USB BK USA SALT LAKE CITY UT	CD	90355GJ98	250,000.00	3.900%	2/19/2026	2/25/2026	2/25/2030	250,000.00	249,200.00	3.900%	4.00
CHESAPEAKE BK KILMARNOCK VA	CD	16514QBZ9	250,936.38	4.350%	5/6/2025	4/16/2025	4/16/2030	250,000.00	249,987.50	4.323%	5.00
FIRST ST BK WINCHESTER OHIO	CD	33650TAPS	250,364.29	4.350%	5/6/2025	5/5/2025	5/3/2030	250,000.00	250,010.00	4.323%	5.00
GENERATIONS BK ROGERS ARK	CD	37149CBM8	174,020.74	4.350%	5/6/2025	5/6/2025	5/6/2030	174,000.00	174,008.70	4.350%	5.00
OAK VIEW BANKSHARES INC	CD	67134XAX3	149,105.32	4.300%	8/20/2025	8/15/2025	8/15/2030	149,000.00	148,988.08	4.300%	5.00
FIRST GTY BK HAMMOND LA	Equity linked CD	320437BB1	249,942.85	3.950%	11/4/2025	10/31/2025	10/31/2030	250,000.00	247,282.50	3.967%	5.00
HSBC BANK USA NA	Equity linked CD	44330UUV2	100,000.00	variable	11/4/2025	10/31/2025	10/31/2030	100,000.00	92,950.00	variable	5.00
TRUIST BK INDX L	Equity linked CD	897926CL3	100,000.00	variable	10/21/2025	10/31/2025	10/31/2030	100,000.00	95,164.00	variable	5.00
TRUIST BK	CD	897926CN9	50,144.65	4.000%	11/4/2025	10/31/2025	10/31/2030	50,000.00	49,513.00	3.950%	5.00
ALLIANCE BK CENT TEX	CD	018937AC6	250,109.59	4.000%	12/18/2025	12/15/2025	12/13/2030	250,000.00	247,545.00	4.000%	5.00
FIRST ST BK DECATUR MICH	CD	33651QAC9	250,054.79	4.000%	12/18/2025	12/17/2025	12/17/2030	250,000.00	247,530.00	4.000%	5.00
OAK VIEW BANKSHARES INC	CD	67134XBJ3	100,109.59	4.000%	3/5/2026	2/24/2026	2/24/2031	100,000.00	98,915.00	4.000%	5.00
Subtotal			**9,774,721.15**					**9,604,000.00**	**9,462,990.32**		
US DEPT HSG & URBAN DEV GOVT	Bonds	911759LT3	69,010.82	3.260%	10/9/2025	11/17/2011	8/1/2029	70,000.00	68,005.70	3.842%	3.81

Englewood Water District
RBC Investment Report
03/31/2026

Security Description	Investment Type	Cusip	Cost	Coupon Rate	Trade Date	CD Date	Maturity Date	Par Value	Current Market Value	Estimated Yield	Duration (In Years)
US TREASURY BILL	Treasury bill	912797TG2	1,502,748.50	3.664%	3/20/2026	3/10/2026	4/7/2026	1,505,000.00	1,504,097.00	3.655%	0.05
US TREASURY BILL	Treasury bill	912797TJ6	721,509.57	3.582%	3/3/2026	2/24/2026	4/21/2026	725,000.00	723,535.50	3.685%	0.13
US TREASURY BILL	Treasury bill	912797SP3	1,981,831.28	0.000%	2/4/2026	11/6/2025	5/7/2026	2,000,000.00	1,992,680.00	3.771%	0.25
FEDERAL HOME LOAN BANK	Bonds	3130AJRF8	23,309.62	1.050%	9/17/2025	6/18/2020	6/24/2027	75,000.00	23,556.57	1.050%	1.77
FEDERAL HOME LOAN BANK	Bonds	3130B9FK1	501,016.55	3.800%	3/20/2026	2/11/2026	2/11/2028	500,000.00	498,095.00	3.932%	1.90
FEDERAL HOME LOAN BANK	Bonds	3130B9YA2	501,018.33	4.000%	3/31/2026	3/24/2026	3/24/2028	500,000.00	499,435.00	3.934%	1.98
FANNIE MAE	Bonds	3136GAPZ6	351,142.71	4.000%	9/3/2025	8/25/2025	8/25/2028	350,000.00	349,398.00	3.919%	2.98
FEDERAL NATL MTG ASSN	Bonds	3136GASH3	50,000.47	4.000%	3/20/2026	9/12/2025	9/12/2028	50,000.00	49,872.00	4.057%	2.48
FANNIE MAE	Bonds	3136GAWF2	50,072.85	3.800%	10/9/2025	10/2/2025	10/2/2028	50,000.00	49,811.50	3.782%	3.00
FREDDIE MAC	Bonds	3134HB5A5	471,014.03	3.750%	12/16/2025	11/13/2025	11/13/2028	469,000.00	466,256.35	3.749%	2.91
FEDERAL FARM CREDIT BANK	Bonds	3133ET2J5	506,532.83	3.970%	3/31/2026	11/28/2025	11/28/2028	500,000.00	498,370.00	3.989%	2.67
FEDERAL HOME LOAN BANK	Bonds	3130B8VF6	140,420.46	3.800%	12/16/2025	12/15/2025	12/15/2028	140,000.00	139,015.80	3.702%	3.00
FEDERAL HOME LN MTG CORP	Bonds	3134HCSY6	500,796.46	3.950%	3/20/2026	2/12/2026	2/12/2029	500,000.00	497,680.00	4.057%	2.90
FEDERAL FARM CREDIT BANK	Bonds	3133EWGR5	347,870.04	3.940%	3/20/2026	3/16/2026	3/16/2029	349,000.00	347,178.22	4.084%	2.99
FEDERAL NATL MTG ASSN	Bonds	3136GCTU9	59,538.50	3.820%	3/20/2026	3/16/2026	3/16/2029	60,000.00	59,740.20	4.127%	2.99
FEDERAL HOME LOAN BANK	Bonds	3130B0TF6	41,313.60	4.750%	9/3/2025	4/9/2024	4/9/2029	40,000.00	40,129.20	4.338%	3.60
FEDERAL FARM CREDIT BANK	Bonds	3133ENUR9	35,642.15	3.700%	10/14/2025	4/18/2022	4/18/2029	35,000.00	34,772.15	3.700%	3.51
FEDERAL FARM CREDIT BANK	Bonds	3133ETD95	400,052.00	4.140%	10/9/2025	10/9/2025	10/9/2029	400,000.00	398,244.00	4.140%	4.00
FEDERAL HOME LN MTG CORP	Bonds	3134HB4L2	402,009.13	3.750%	12/16/2025	11/6/2025	11/6/2029	400,000.00	396,284.00	3.729%	3.89
FEDERAL NATL MTG ASSN	Bonds	3136GAZX0	500,123.50	3.750%	11/4/2025	11/6/2025	11/6/2029	500,000.00	492,260.00	3.744%	4.00
FEDERAL HOME LOAN BANK	Bonds	3130B56Y9	654,573.19	4.900%	3/6/2025	2/27/2025	2/27/2030	650,000.00	647,354.50	4.770%	5.00
FEDERAL HOME LOAN BANK	Bonds	3130ARYG0	226,736.19	4.150%	8/12/2025	5/23/2022	5/23/2030	225,000.00	223,816.50	4.184%	4.78
FEDERAL HOME LOAN BANK	Bonds	3130B6SV9	301,809.63	4.650%	7/9/2025	7/8/2025	7/8/2030	300,000.00	299,571.00	4.520%	5.00
FANNIE MAE	Bonds	3136GAP78	110,177.11	4.000%	9/2/2025	8/19/2025	8/19/2030	110,000.00	109,137.60	4.000%	4.96
FEDERAL HOME LN MTG CORP	Bonds	3134HCCN7	549,049.72	4.000%	12/18/2025	11/28/2025	11/27/2030	546,000.00	541,331.70	3.927%	4.95
FREDDIE MAC	Bonds	3134HCCS6	401,854.33	4.010%	12/18/2025	12/4/2025	12/4/2030	400,000.00	394,728.00	3.944%	4.96
FEDERAL HOME LN MTG CORP	Bonds	3134HCFH7	401,650.44	4.000%	12/18/2025	12/9/2025	12/9/2030	400,000.00	396,324.00	3.933%	4.98
FEDERAL NATL MTG ASSN	Bonds	3136GCBR5	502,474.47	4.000%	1/8/2026	12/26/2025	12/24/2030	500,000.00	494,680.00	3.922%	4.96
FANNIE MAE	Bonds	3136GCCJ2	400,000.00	4.000%	12/30/2025	12/30/2025	12/24/2030	400,000.00	396,012.00	4.000%	4.99
FEDERAL HOME LOAN BANK	Bonds	3130B93V0	331,083.55	4.000%	1/27/2026	1/21/2026	1/21/2031	330,000.00	326,023.50	3.944%	5.00
FANNIE MAE	Bonds	3136GCFL4	428,810.93	4.015%	2/4/2026	1/21/2026	1/21/2031	427,000.00	422,414.02	3.959%	5.00
FEDERAL NATL MTG ASSN	Bonds	3136GCHA6	181,595.85	4.050%	3/3/2026	1/21/2026	1/21/2031	180,000.00	178,178.40	3.958%	4.89
FREDDIE MAC	Bonds	3134HCQA0	351,913.50	4.050%	2/6/2026	1/27/2026	1/27/2031	350,000.00	346,083.50	3.958%	5.00
FEDERAL NATL MTG ASSN	Bonds	3136GCL29	151,063.29	3.875%	2/27/2026	2/6/2026	2/6/2031	150,000.00	148,341.00	3.779%	5.00
FREDDIE MAC	Bonds	3134HCVM8	150,360.50	4.060%	2/27/2026	2/20/2026	2/20/2031	150,000.00	149,982.00	4.036%	5.00
FEDERAL AGRIC MTG CORP	Bonds	31428JCA3	150,721.33	3.980%	2/27/2026	2/25/2026	2/25/2031	150,000.00	147,775.50	3.981%	5.00
FEDERAL HOME LOAN BANK	Bonds	3130B9HA1	150,700.89	4.000%	3/3/2026	2/26/2026	2/26/2031	150,000.00	147,325.50	3.916%	5.00
FREDDIE MAC	Bonds	3134HCWY1	500,885.42	4.250%	3/31/2026	3/16/2026	3/3/2031	500,000.00	497,930.00	4.250%	4.93
FEDERAL HOME LOAN BANK	Bonds	3130BA4V6	501,567.81	4.450%	3/31/2026	3/30/2026	3/28/2029	500,000.00	500,080.00	4.342%	2.99
Subtotal			**8,761,281.86**					**8,779,000.00**	**15,495,504.91**		
Cash									24,458.12		
Premium Savings									4,001,877.71		
Subtotal Cash									**4,026,335.83**		
Average % and Duration in Years										**3.973%**	**3.75**

Certificate of Deposit 9,462,990.32
FHLMC
FNMA

Englewood Water District
RBC Investment Report
03/31/2026

Security Description	Investment Type	Cusip	Cost	Coupon Rate	Trade Date	CD Date	Maturity Date	Par Value	Current Market Value	Estimated Yield	Duration (In Years)
							GNMA				
							FICO Series				
							Bonds- Revenue/General Obligation				
							Government Backed Bonds			15,495,504.91	
							Money Markets/Cash			4,026,335.83	
										28,984,831.06	
										28,984,831.06	stmt
										-	diff