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**FIRST AMENDED INTERLOCAL AGREEMENT FOR
REGIONAL INTEGRATED LOOP SYSTEM PHASE 2B
INTERCONNECT BETWEEN
THE PEACE RIVER MANASOTA REGIONAL WATER SUPPLY
AUTHORITY AND CHARLOTTE COUNTY**

An Interlocal Agreement for Regional Integrated Loop System Phase 2B Interconnect Between the Peace River Manasota Regional Water Supply Authority and Charlotte County was entered into on April 6, 2022. ("Agreement"). This is the First Amended Interlocal Agreement for Regional Integrated Loop System Phase 2B Interconnect Between the Peace River Manasota Regional Water Supply Authority and Charlotte County ("Amended Agreement") between the Peace River Manasota Regional Water Supply Authority ("Authority"), an independent special district created and existing pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes, acting by and through its governing Board of Directors; and Charlotte County ("Charlotte"), a political subdivision of the State of Florida, acting by and through its Board of County Commissioners.

RECITALS:

WHEREAS, the Agreement provides for construction of the Regional Integrated Loop System Phase 2B Interconnect (Project), which will be owned and operated by the Authority; and

WHEREAS, the Agreement provided a cost for the Project based on a preliminary design estimate in Exhibit 3. Since that preliminary estimate, the pipeline design advanced to 60% Design and the cost estimated has changed; and

WHEREAS, the Authority and Charlotte desire to amend the Agreement to change the cost of the Project and Charlotte's contribution; and

WHEREAS, Charlotte requests and the Authority agrees to install a water main parallel to the Project at the same time the Project is constructed (the "parallel water main") which will increase efficiency of installation, lowering construction costs and time to build; and

WHEREAS, the Authority is able to construct the parallel water main as an addition to the Project.

NOW, THEREFORE, in consideration of the above stated Recitals, mutual covenants and obligations contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **RECITALS AND EXHIBITS.** The foregoing recitals and the exhibits listed below are part of this Amended Agreement:

Revised Exhibit 3 – Revised cost of the Project

Exhibit 4 – Description and cost of the parallel water main

2. **FUNDING FROM CHARLOTTE FOR THE REGIONAL INTEGRATED LOOP SYSTEM PHASE 2B INTERCONNECT.** Paragraph 7 of the Agreement is deleted and replaced with the following: A breakdown of Charlotte's contributions are shown in Revised Exhibit 3 and will not exceed \$50,945,000 ("Charlotte Cap"). Charlotte will fund its obligations under this Agreement as provided in section 16.2 of the Peace River Manasota Regional Water Supply Authority Master Water Supply Contract, effective October 5, 2005, as amended. All costs for any Charlotte inspections, county staff time, or county permitting are not included in the "Charlotte Cap" and Charlotte will pay for them separately. Exhibit 3 of the Agreement is replaced by Revised Exhibit 3 of this Amended Agreement.

3. **FUNDING FROM CHARLOTTE FOR THE PARALLEL WATER MAIN.** A

new paragraph 4 is added to the Agreement to read: The Authority shall cause its Design-Builder to construct the parallel water main as described in Exhibit 4 and Charlotte shall pay the Authority for the cost of the parallel water main not to exceed \$5,045,110.89 excluding costs for any Charlotte inspections, county staff time or county permitting since those costs will be borne entirely by Charlotte.

4. CHARLOTTE'S DESIGN, INSPECTION, AND OWNERSHIP OF THE PARALLEL WATER MAIN. Charlotte will provide signed and sealed engineering design documents and specifications as specified in Exhibit 4 ("Charlotte's Documents") to the Authority. The Authority will cause its Design-Builder for the Project to construct the parallel water main according to Charlotte's Documents. Charlotte will own the parallel water main upon Final Acceptance as defined in the agreement between the Authority and its Design-Builder. Charlotte may inspect the construction of the parallel water main as it deems necessary in its sole discretion, throughout its construction and prior to Final Acceptance. The Authority will coordinate with Charlotte and will notify Charlotte at appropriate intervals and at substantial completion to allow Charlotte to conduct its inspections. Charlotte will cooperate with the Authority to ensure Charlotte provides the Charlotte Documents and conducts inspections it deems necessary in a timely manner, so that it does not delay the Project.

5. OTHER AGREEMENT PROVISIONS. All other provisions of the Agreement remain unchanged and govern the terms of this Amended Agreement.

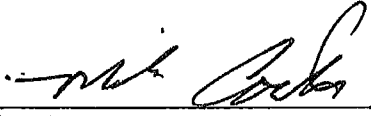
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IN WITNESS WHEREOF, the Authority and Charlotte have executed this

Agreement on _____, 2023.

ATTEST:

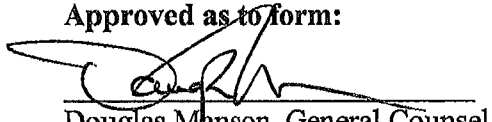
Peace River Manasota Regional Water Supply Authority:


Mike Coates
Executive Director


Elton Langford, Chairman

December 6, 2023
Date

Approved as to form:


Douglas Manson, General Counsel

BOARD APPROVED


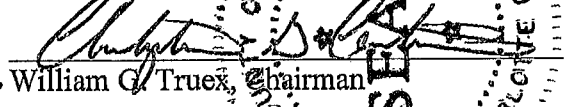
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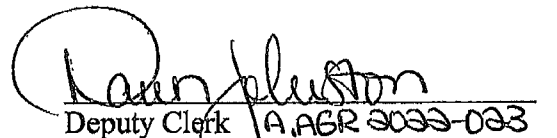
Peace River Manasota
Regional Water Supply Authority

ATTEST:

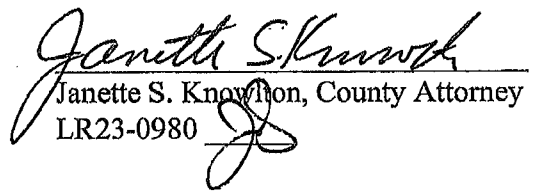
Roger D. Eaton, Clerk of the Circuit Court and Ex-officio Clerk to the Board of County Commissioners

Board of County Commissioners of Charlotte County, Florida:

 Christopher G. Constance, Vice Chairman
 William G. Truex, Chairman
12/12/2023
Date

 Dawn Johnston
Deputy Clerk A.AGR 2023-023
Dawn Johnston
Print Name
12/12/2023
Date

Approved as to form and legal sufficiency:


Janette S. Knowlton, County Attorney
LR23-0980

REVISED EXHIBIT 3
 Estimated Project Costs

Item	Total Project Cost	Charlotte Funding	SWFWMD Co-Funding / AWS/ Grants
Probable Costs Subject to SWFWMD Co-Funding			
42" Diameter Pipeline	\$ 68,936,000	\$ 40,179,000	\$ 28,757,000
Engineering	\$ 6,126,000	\$ 3,063,000	\$ 3,063,000
Subtotal Engineering & Construction	\$ 75,062,000	\$ 43,242,000	\$ 31,820,000
Contingency / Allowance / Fees	\$ 12,379,000	\$ 6,949,000	\$ 5,430,000
Total Engineering & Construction	\$ 87,441,000	\$ 50,191,000	\$ 37,250,000
Probable Costs Not Subject to SWFWMD Funding			
Property & Easements	\$ 305,000	\$ 305,000	\$ -
Legal & Other	\$ 449,000	\$ 449,000	\$ -
Total	\$ 88,195,000	\$ 50,945,000	\$ 37,250,000

Amendment to Interlocal Agreement Exhibit 4

Charlotte County Parallel Potable Water Main

Charlotte will design a potable water main (the Parallel WM) to be installed parallel to the Authority's Regional Integrated Loop System Phase 2B Interconnect east of US Highway 41 along Hillsborough Boulevard.

DESIGN

1. Charlotte County staff will be the Engineer of Record for the Parallel WM.
2. By January 8, 2024 Charlotte will provide to the Authority's Design-Builder signed and sealed design plans and specifications for the Parallel WM.
3. By February 1, 2024 Charlotte will acquire and provide Design-Builder all permits required for the Parallel WM where the work is not encompassed under the permitting for the Project. Design-Builder will provide the Notice of Intent permit for discharge of ground water. Charlotte will close out the Parallel WM related permits at the conclusion of the Parallel WM. If additional permits are identified after February 1, 2024 that are associated with the Parallel WM, Design-Builder will assist in applying for the permits with Charlotte County providing associated permit fees and/or design plan modifications.
4. Charlotte County will provide signed and sealed maintenance of traffic plans if required.
5. All efforts and fees associated with easement and property acquisition for the Parallel WM, outside of the easements acquired for the Project, will be funded by Charlotte County.

CONSTRUCTION

The Charlotte County Utility Department will provide construction phase services to support the construction of Charlotte's Parallel WM in accordance with the plans, specifications and standards prepared by Charlotte. The Parallel WM will be constructed concurrently with the Authority's Project, Phase 2B 42-inch diameter water main. On or before January 17, 2024, Charlotte will notify the Authority of its designated staff point of contact who will coordinate each of the following support services:

1. Meetings – Charlotte will participate in a preconstruction meeting and monthly construction progress meetings until the Parallel WM is complete and accepted by Charlotte.
2. Submittal Reviews – Charlotte will review and provide comments on all submittals associated with the Parallel WM, for compliance with Charlotte's plans, specifications and standards. Charlotte shall respond to the initial request via email within 5 business days.
3. Site Visits – Charlotte will visit the construction site to observe the Parallel WM work in progress, quality, suitability and conformance with the Charlotte plans, specifications and standards. Visits to the site will be made at intervals appropriate to the various stages of construction to observe the quality of the work and to determine if the work is proceeding in accordance with the Charlotte plans, specifications and standards. Any deficiencies noted by Charlotte will be documented to the Authority and Design-Builder within 2 business days of observing them.

4. Requests for Additional Information (RFIs) - Charlotte will respond to Design-Builder RFIs regarding interpretation of the Charlotte plans, specifications, standards and conditions experienced in the field. RFIs will be numbered sequentially and logged for tracking purposes by the Design-Builder. Charlotte shall respond to the initial request within 3 business days of receiving the RFI.
5. Change Order - Charlotte will provide the following services in support of changes in the Work:
 - a. Evaluate actual field conditions as reported by the Design-Builder. Charlotte will evaluate and establish whether a change in the work is required to accommodate existing conditions. Charlotte shall respond to the initial request within 5 business days.
 - b. Prepare general sketches if required to resolve differing conditions encountered.
6. Startup and Testing - Charlotte will support testing and commissioning the Parallel WM:
 - a. Commissioning Log for Design-Builder to follow.
 - b. Flushing and Testing Plan for Design-Builder to follow.
 - c. Charlotte will witness flushing and pressure testing of the Parallel WM and sign off for acceptance.
7. Record Drawings - Charlotte may prepare Record Drawings based on the "as-built" drawings and data provided by the Design-Builder.
8. Pay Applications – The Authority will cause its Design-Builder to submit pay applications for the Parallel WM work to Charlotte at the same time Design-Builder submits them to the Authority. Once approved by Charlotte, the Authority will release funds from Charlotte's lump sum account. Charlotte will review and make a determination on initial pay applications within 10 business days of receipt and within 5 business days of a re-submittal.
9. Substantial and Final Completion Inspection – Charlotte will participate in Substantial and Final Inspections. Charlotte will provide the Design-Builder with a written list of substantial completion items that require correction or completion for final acceptance.

It is assumed that construction of the Parallel WM can occur at any time with no limitation, provided proper notice has been given to Charlotte County, permits are obtained, and easements are acquired. There is no predefined order as to the construction phasing for the Parallel WM and the Design-Builder is in control of the means and methods for construction.

MATERIALS

The County will provide the materials below to Design-Builder, by February 1, 2024, for the quantity needed between the intersection of Hillsborough Boulevard and Serris Drive, west to the intersection of Hillsborough Boulevard and Ravenswood.

1. Corporation Stops
2. Curb Stops
3. Saddles

New meter boxes and meters will be provided by the County for the entire Parallel WM project. Design-Builder intends to order material January 5, 2024 or sooner and may elect to utilize owner direct purchase option for some material with an anticipated notice to proceed on January 2, 2024.

FUNDING

The County shall pay the lump sum amount of \$5,045,110.89 for the Parallel WM to the Authority by March 1, 2024. This amount includes \$458,646.00 for contingency and County allowance. Any unused portion of the contingency and County allowance will be returned to the County after final completion of the Parallel WM.