

RESOLUTION B-18-081
AMENDING THE ANNUAL BUDGET
FOR MANATEE COUNTY, FLORIDA
FOR FISCAL YEAR 2017-2018

WHEREAS, Florida Statutes 129.06, authorizes the Board of County Commissioners to amend its budget for the current fiscal year as follows:

- a) Appropriations for expenditures in any fund may be decreased and other appropriations in the same fund correspondingly increased, provided the total appropriations of the fund are not changed.
- b) Appropriations from reserves may be made to increase the appropriation for any particular expense in the same fund, or to create an appropriation in the fund for any lawful purpose.
- c) Unanticipated revenues, including increased receipts for enterprise or proprietary funds, may be appropriated for their intended purpose, and may be transferred between funds to properly account for the unanticipated revenue.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida that the 2017-2018 budget is hereby amended in accordance with FS 129.06 as described on the attached summary and specified in the budget adjustment batch files which are listed below:

Department: UTILITY OPERATIONS
Fund: SEWER FACILITY INVEST FEES
Description: Transfers \$579,000 from reserves in the Sewer Facility Investment Fees fund to the White Eagle Force Main project for the design and construction of a new force main due to the deficiencies of the existing force main on Rye road north of State Road 64. A Utility Participation Agreement is being presented to the Board of County Commissioners along with this budget amendment for the execution of such costs incurred by the developer. This budget amendment adjusts the FY18-22 CIP.

Batch ID: MH53118A

Reference: BU18000321

ADOPTED IN OPEN SESSION WITH A QUORUM PRESENT AND VOTING THIS 12th DAY OF June, 2018.



BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

By: [Signature]
Chairman

ATTEST: Angelina Colonnese
Clerk of Circuit Court

By: [Signature]
Deputy Clerk

**White Eagle Wastewater
UTILITY PARTICIPATION AGREEMENT**

THIS UTILITY PARTICIPATION AGREEMENT (“Agreement”) is made and entered into by and between **MANATEE COUNTY**, a political subdivision of the State of Florida (“Manatee County” or “County”) and **LAKEWOOD RANCH STEWARDSHIP DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 2005-338, Laws of Florida, and located in Sarasota and Manatee Counties, Florida, whose address is 12051 Corporate Boulevard, Orlando, Florida 32817 (“District”).

RECITALS

- A. The District is owner of certain real property located in Manatee County, Florida, legally described in **Exhibit “A”**, attached hereto and incorporated herein (the “Property”); and
- B. The District property is a subject of an executed Land Development Agreement (“LDA”) for Northwest Sector/ Lake Wood Center Development of Regional Impact, dated November 7, 2013 and recorded in the Official Records of Manatee County, Florida at Book 2497, Page 5037; and
- C. The LDA requires the construction and dedication of White Eagle Boulevard by the District (the “Project”) ; and
- D. The District has previously submitted to County a plan for construction of White Eagle Boulevard, Phase III and Phase IV and
- E. The District desires to connect the Project to the County’s wastewater collection/conveyance system for the benefit of the Project; and
- F. The County desires to upgrade and address the immediate force main capacity deficiencies within the sewer shed in which the District property is located; and
- G. The proposed force main upgrade design and installation by the District will address the immediate capacity needs for previously County-approved development off-site from the District property and complex adjacent to White Eagle Boulevard; and
- H. The District and County staff have collaboratively worked on expediting the design and construction of the force main and the associated construction cost estimate; and
- I. Subject to receiving reimbursement from the County as provided herein, the District has constructed certain Force Main Improvements (the “Force Main Improvements”), more particularly described herein, and depicted in Change Orders No. 3 and 15, attached hereto as part of **Exhibit “B”** and incorporated herein by reference (the “Scope of Work”); and

- J. The County has previously certified the Project for use, including the Force main Improvements; and
- K. Pursuant to the County's request, the Force main Improvements depicted in the Scope of Work exceed the capacity required by the proposed Project; and
- L. Policy 9.2.3.3. of the Manatee County Comprehensive Plan authorizes the County to pay for the cost of additional materials necessary for oversizing any component of the wastewater collection/conveyance system where a development is required to increase system capacity greater than that required by a proposed project; and
- M. The County hereby agrees to participate in the actual costs of the Force Main Improvements and acknowledges those funds to be paid to the District; and
- N. The District and the County have reviewed and approved the preconstruction cost estimates and the Invoice, attached hereto as **Exhibit "C"** and incorporated herein by reference (the "Invoice"), and enter into this Agreement with the understanding that such Invoice is an accurate depiction of the actual costs of the Force Main Improvements as set forth herein and is consistent with the previously-approved cost estimates; and
- O. The parties desire to memorialize their agreement in writing, all as more fully set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein.
- 2. District's Obligations. The District has provided and furnished all services necessary for the construction of the Force Main Improvements, pursuant to the Scope of Work and subject to the following conditions:
 - (a) The District has designed, engineered, permitted, and constructed the Force Main Improvements within or adjacent to the Project in accordance with the Scope of Work attached hereto as **Exhibit "B"**. There have been no substantial deviations from the Scope of Work relative to the construction of the Force Main Improvements. District's engineer, STANTEC CONSULTING SERVICES, INC., is acceptable to County, and has signed, sealed, and dated the certification of completed construction and as-built record drawings pertaining to the Force Main Improvements.
 - (b) The District engaged in a competitive solicitation process relative to the construction of the Project, including the Force Main Improvements, with the contract awarded to the lowest responsive, responsible bidder where the number

of qualified bids was at least three (3). Based on such competitive solicitation, the District selected its primary construction contractor, Woodruff & Sons, Inc., and entered into a contract for construction of the Project, including the Force Main Improvements.

- (c) The District has prepared and maintained complete and accurate books of account and records as to all costs of the Force Main Improvements, which books of account and records shall be kept and maintained in accordance with generally accepted industry standards, consistently applied, and the District shall promptly supply to the County detailed documentation of actual costs or other information reasonably deemed necessary by the County, upon written request by the County.
- (d) The District's engineer of record has prepared and provided to the County the certification of completed construction and the as-built record drawings.

3. **County Reimbursement.** The County shall reimburse the District for the actual costs (the "Costs") incurred for construction of the Force Main Improvements as shown on **Exhibit "C"**, subject to the following conditions:

(a) The County's obligation to reimburse the District for the Costs of the construction of the Force Main Improvements shall be Five Hundred Forty Five Thousand Seven Hundred Forty Eight Dollars and Eighty One Cents (\$545,748.81).

(b) Upon the execution of this Agreement, the District shall submit to the Deputy Director of Engineering Services, Public Works Department (the "County Representative") the Invoice for payment made by the District relative to the Costs. Such Invoice shall (i) identify all Costs funded by District for which reimbursement is requested; and (ii) include detailed invoices and documentation acceptable to Manatee County, to include pay requests, canceled checks, wire transfer instructions and other verification reasonably necessary to identify all Costs incurred and funded by District. The invoice shall also include proof of payment to the contractors who provided the services.

(c) The County shall reimburse the District for the Costs incurred as set forth herein and in the Invoice, all in accordance with this Agreement. The County shall process and pay invoices in accordance with the Local Government Prompt Payment Act (Sections 218.70-218.74, Florida Statutes), which generally requires payment for non-disputed amounts within twenty five (25) business days of submittal. On or before the end of such twenty-five (25) day period, the County Representative shall advise District of any amount in dispute. Payment for any undisputed amount shall be made, and all unpaid disputed amounts shall be handled, in accordance with the Local Government Prompt Payment Act.

4. **Impact Fees.** District specifically agrees that there shall be no impact fee credits requested or provided to the District or any other parties for the Force Main Improvements constructed pursuant to this Agreement, and that the builders within the Project shall pay all impact fees otherwise associated with buildings within the Project.

5. No General Obligation. The obligations of the County set forth herein shall not be construed to be or constitute general obligations, debts or liabilities of the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, or to result in a pledge of or lien upon any revenues of the County.

6. Indemnity. District shall indemnify, save and hold harmless Manatee County, its officers, agents and employees, from and against all suits, actions, claims, demands, costs, penalties, fines or liability of any nature whatsoever arising out of, because of, or due to any act or occurrence of omission or commission of District, its consultants, contractors, officers, agents or employees, in the performance of this Agreement. Neither District, or its, consultants, contractors, nor any of their officers, agents or employees, will be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused or resulting from the overt actions and/or negligence of Manatee County, its officers, agents or employees. Notwithstanding the foregoing, nothing herein shall constitute or be construed as a waiver of District's limitations on liability set forth in Section 768.28, *Florida Statutes*, and other applicable law.

7. Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for any dispute shall be located in a civil court of competent jurisdiction of Manatee County, Florida.

8. Severability; Partial Invalidity. The provisions of this Agreement are declared by the parties to be severable. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect, provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

9. Integration. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

10. Designation of Representatives; Notices. The parties hereby designate the persons set for the below as their agents and each party agrees that its agents shall be responsible for the administration of this Agreement and shall be duly authorized to perform and request all acts necessary for the administration and performance of this Agreement. Every notice, request or other communication provided for in this Agreement, if in writing, shall be deemed to have been given or served at the time that the same is received, if hand delivered, or at the time the same shall be deposited in the United States mail, postage prepaid, addressed to the parties and signed by the designated representatives and addressed as provided below, until either party provides written notice of a different agent or address:

<u>If to the County:</u>	<u>With a copy to:</u>
Manatee County	Chairman of County Commissioners
C/O Ed Hunzeker, County Administrator	Manatee County
Post Office Box 1000	Board of County Commissioners
Bradenton, Florida 34206	Post Office Box 1000
	Bradenton, Florida 34206

<u>If to District</u>	<u>with a copy to:</u>
Lakewood Ranch Stewardship District	Hopping Green & Sams, P.A.
12051 Corporate Boulevard	119 S. Monroe Street, Suite 300
Orlando, Florida 32817	Tallahassee, Florida 32301
Attn: District Manager	Attn: Jonathan T. Johnson

11. No Development Rights Conferred. The parties understand, acknowledge and agree that no approval is given hereby for any development of the Project. Nothing contained in this Agreement shall (i) create any development rights in favor of District; (ii) create, or otherwise acknowledge the existence of, any vested development rights by reason of estoppel, detrimental reliance, or otherwise; or (iii) authorize, permit, or otherwise allow any construction and/or development of or on any other property unless separately approved by the Board of County Commissioners pursuant to County Ordinances. All land use authorizations, development and construction rights and authorizations, shall be obtained upon proper application and in compliance with all standards and requirements of the Manatee County Comprehensive Plan, the Manatee County Land Development Code, any approved general development plan, preliminary or final site plan, and all conditions or stipulations thereto.

12. No Assignment. District shall not be authorized to assign this Agreement, or any portion hereof, without the prior written consent of Manatee County, which consent may be withheld in Manatee County's solely exercised discretion. Provided, however, the County specifically understands that the rights obtained by the District under the County land use approvals of the Project may be assigned to a subsequent developer or assignee of all or a portion of the Project without the County's consent.

13. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and no right or cause for action shall accrue, to by reason hereof, or for the benefit of any third party not a party hereto.

14. Force Majeure. No party shall be liable for any failure to perform, or delay in the

performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

15. Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

16. Headings. The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

17 Modifications and Amendments; Waivers.

(a) This Agreement may be amended only pursuant to an instrument in writing that has been jointly executed by the parties hereto and duly authorized and approved by the Board of County Commissioners of the County and by District.

(b) Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year set forth below.

WITNESS

Deborah S. Byerly

Print Name: **Deborah S. Byerly**

Deborah A. Cooper

Print Name: **Deborah A. Cooper**

LAKWOOD RANCH STEWARDSHIP DISTRICT

By: [Signature]

Print Name: **Anthony Chiofalo**

Its: **Vice Chairman**

Date: **6-5-18**

MANATEE COUNTY, a political subdivision of the State of Florida

By its ~~Board of~~ County Commissioners

By: [Signature]
County Administrator

EXHIBIT "A"

[Legal Description]

EXHIBIT "A"

LAKWOOD CENTRE DRI

LEGAL DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

A tract of land lying in Sections 7, 8, 9, 16, 17 and 18 Township 35 South, Range 19 East, Manatee County, Florida and described as follows:

Commence at the Southeast corner of said Section 7, also being the Northeast corner of the above mentioned Section 18; thence N.88°45'31"W., along the north line of said Section 18 a distance of 21.43 feet to the POINT OF BEGINNING, said point being a point on the easterly right-of-way line of Lakewood Ranch Boulevard, a 120-foot wide Public Right-of-way; the following two (2) calls are along said easterly right-of-way line; (1) thence N.02°18'37"W., a distance of 346.71 feet to the point of curvature of a curve to the right having a radius of 3,940.00 feet and a central angle of 03°48'48"; (2) thence northerly along the arc of said curve, an arc length of 262.23 feet to the point of compound curvature of a curve to the right having a radius of 50.00 feet and a central angle of 91°37'13"; thence northeasterly along the arc of said curve, an arc length of 79.95 feet to the point of tangency of said curve; thence S.86°52'35"E., a distance of 1,131.57 feet to the point of curvature of a curve to the left having a radius of 2,143.00 feet and a central angle of 44°37'24"; thence easterly along the arc of said curve, an arc length of 1,669.02 feet to the point of reverse curvature of a curve to the right having a radius of 2,023.00 feet and a central angle of 34°25'49"; thence northeasterly along the arc of said curve, a distance of 1,215.67 feet to the point of tangency of said curve; thence N.82°55'49"E., a distance of 734.17 feet to the point of curvature of a curve to the right having a radius of 50.00 feet and a central angle of 87°53'04"; thence southeasterly along the arc of said curve, an arc length of 76.69 feet to the point of reverse curvature of a curve to the left having a radius of 2,930.00 feet and a central angle of 23°41'47"; thence southerly along the arc of said curve, a distance of 1,211.79 feet to the point of reverse curvature of a curve to the right having a radius of 2,800.00 feet and a central angle of 11°22'52"; thence southeasterly along the arc of said curve, a distance of 556.19 feet to the point of tangency of said curve; thence S.68°29'59"W., a distance of 11.00 feet to the point of curvature of a non-tangent curve to the right, of which the radius point lies S.68°29'59"W., a radial distance of 2,789.00 feet; thence southerly along the arc of said curve, through a central angle of 03°46'14", an arc length of 183.54 feet to the point of curvature of a non-tangent curve to the right, of which the radius point lies S.25°49'28"W., a radial distance of 35.00 feet; thence southeasterly along the arc of said curve, through a central angle of 46°58'18", an arc length of 28.69 feet to the point of compound curvature of a curve to the right having a radius of 2,800.00 feet and a central angle of 07°40'51"; thence southerly along the arc of said curve, an arc length of 375.36 feet to the point of reverse curvature of a curve to the left having a radius of 2,930.00 feet and a central angle of 01°04'12"; thence southerly along the arc of said curve, a distance of 54.72 feet to the end of said curve; thence S.01°18'11"W., along a line non-tangent to the last described curve, a distance of 51.28 feet to the point of curvature of a non-tangent curve to the left, of which the radius point lies N.78°25'45"E., a radial distance of 2,941.00 feet; thence southerly along the arc of said curve, through a central angle of 05°37'54", an arc length of 289.07 feet to the point of curvature of a non-tangent curve to the right, of which the radius point lies

S.25°50'30"W., a radial distance of 35.00 feet; thence southeasterly along the arc of said curve, through a central angle of 46°27'42", an arc length of 28.38 feet to the point of reverse curvature of a curve to the left having a radius of 2,930.00 feet and a central angle of 06°44'40"; thence southerly along the arc of said curve, a distance of 344.90 feet to the end of said curve; thence S.12°34'36"E., along a line non-tangent to the last described curve, a distance of 51.41 feet to the point of curvature of a non-tangent curve to the left, of which the radius point lies N.64°34'42"E., a radial distance of 2,941.00 feet; thence southeasterly along the arc of said curve, through a central angle of 01°33'58", an arc length of 80.39 feet to the point of tangency of said curve; thence S.26°59'15"E., a distance of 113.45 feet; thence S.63°00'45"W., a distance of 90.22 feet to the point of curvature of a curve to the right having a radius of 1943.00 feet and a central angle of 18°07'32"; thence along the arc in a southwesterly direction, a distance of 614.67 feet to the end of said curve; thence S.09°31'35"E., along a line non-tangent to the last described curve, a distance of 78.62 feet to the point of curvature of a non-tangent curve to the left, of which the radius point lies N.10°12'41"W., a radial distance of 2007.00 feet; thence along the arc in a northeasterly direction, passing through a central angle of 11°39'48", an arc length of 408.55 feet to the end of said curve; thence N.79°51'15"E., along a line non-tangent to the last described curve, a distance of 51.06 feet to the point of curvature of a curve to the left, of which the radius point lies N.23°17'40"W., a radial distance of 3,012.26 feet; thence along the arc in a northeasterly direction, passing through a central angle of 04°10'01", an arc length of 219.07 feet to the end of said curve; thence S.31°07'37"E., along a line non-tangent to the last described curve, a distance of 152.40 feet to the point of curvature of a non-tangent curve to the right, of which the radius point lies S.26°59'16"E., a radial distance of 50.00 feet; thence easterly along the arc of said curve, through a central angle of 90°00'00", an arc length of 78.54 feet to the point of tangency of said curve; thence S.26°59'15"E., a distance of 769.47 feet to the point of curvature of a curve to the right having a radius of 2,800.00 feet and a central angle of 27°15'57"; thence southerly along the arc of said curve, an arc length of 1,332.47 feet to the point of tangency of said curve; thence S.00°16'42"W., a distance of 641.12 feet; thence N.89°43'18"W., a distance of 670.00 feet; thence S.00°16'42"W., a distance of 990.00 feet to the north right-of-way line of State Road 70, a 200-foot wide Public Right-of-way; the following two (2) calls are along said northerly right-of-way line; (1) thence N.89°43'18"W., a distance of 527.20 feet; (2) thence N.88°46'44"W., a distance of 3,950.87 feet to the east right-of-way line of said Lakewood Ranch Boulevard; thence N.01°13'16"E., along said east right-of-way line, a distance of 100.01 feet; thence S.88°46'44"E., a distance of 210.34 feet to the point of curvature of a curve to the left having a radius of 50.00 feet and a central angle of 108°00'50"; thence northeasterly along the arc of said curve, an arc length of 94.26 feet to the point of tangency of said curve; thence N.16°47'34"W., a distance of 69.44 feet to the point of curvature of a curve to the right having a radius of 300.00 feet and a central angle of 18°19'57"; thence northerly along the arc of said curve, an arc length of 95.99 feet to the point of tangency of said curve; thence N.01°32'24"E., a distance of 131.00 feet to the point of curvature of a curve to the left having a radius of 30.00 feet and a central angle of 89°19'08"; thence northwesterly along the arc of said curve, an arc length of 46.77 feet to the point of tangency of said curve; thence N.87°46'44"W., a distance of 193.00 feet to the east right-of-way line of

said Lakewood Ranch Boulevard; the following three (3) calls are along said east right-of-way line; (1) thence N.01°13'16"E., a distance of 71.50 feet to the point of curvature of a curve to the left having a radius of 1,810.00 feet and a central angle of 47°18'07"; (2) thence northerly along the arc of said curve, an arc length of 1,494.29 feet to the point of tangency of said curve; (3) thence N.46°04'51"W., a distance of 88.50 feet; thence N.43°55'10"E., a distance of 93.66 feet to the point of curvature of a curve to the left having a radius of 20.00 feet and a central angle of 124°16'00"; thence northerly along the arc of said curve, an arc length of 43.38 feet to the point of reverse curvature of a curve to the right having a radius of 71.00 feet and a central angle of 44°08'56"; thence northwesterly along the arc of said curve, a distance of 54.71 feet to the point of tangency of said curve; thence N.38°11'54"W., a distance of 225.82 feet; thence N.48°58'07"W., a distance of 84.68 feet; thence N.69°43'32"W., a distance of 99.20 feet to the point of curvature of a curve to the left having a radius of 20.00 feet and a central angle of 54°19'36"; thence westerly along the arc of said curve, an arc length of 18.96 feet to the point of tangency of said curve; thence S.55°56'52"W., a distance of 32.09 feet to the point of curvature of a non-tangent curve to the right, of which the radius point lies N.55°56'52"E., a radial distance of 2,190.00 feet, said point also being a point on the east right-of-way line of said Lakewood Ranch Boulevard; the following two (2) calls are along said east right-of-way line; (1) thence northerly along the arc of said curve, through a central angle of 31°44'31", an arc length of 1,213.27 feet to the point of tangency of said curve; (2) thence N.02°18'37"W., a distance of 1,728.76 feet to the POINT OF BEGINNING.

Said tract contains 33,590,466 square feet or 771.1310 acres, more or less.

LESS:

Pond Number 3, described in Official Record Book 1540, Page 7918 of the Public Records of Manatee County, Florida;

LESS:

Parcel 100A, described in Official Record Book 1915, Page 5768 of the Public Records of Manatee County, Florida;

LESS:

Premises described in Warranty Deed to DVA Arena, LLC, recorded in Official Record Book 1943, Page 4075 of the Public Records of Manatee County, Florida;

LESS: Ingress-Egress Easement No. 1

A Tract of land lying in Section 9, 16 and 17, Township 35 South, Range 19 East, Manatee County, Florida and described as follows:

Commence at the Northwest corner of said Section 17; thence S.89°34'35"E along the

North line of said Section 17 a distance of 3985.93 feet; thence S.00°25'25"W a distance of 487.63 feet to the POINT OF BEGINNING; said point being the point of curvature of a curve to the right, of which the radius point lies S.69°39'59"E., a radial distance of 325.00 feet; thence northeasterly along the arc of said curve, through a central angle of 33°08'49", an arc length of 188.02 feet to the point of tangency of said curve; thence N.53°28'49"E., a distance of 370.60 feet to the point of curvature of a curve to the right having a radius of 325.00 feet and a central angle of 30°41'48"; thence easterly along the arc of said curve, an arc length of 174.12 feet to the point of tangency of said curve; thence N.84°10'37"E., a distance of 374.39 feet to the point of curvature of a curve to the right having a radius of 325.00 feet and a central angle of 24°43'08"; thence easterly along the arc of said curve, an arc length of 140.21 feet to the point of reverse curvature of a curve to the left having a radius of 275.00 feet and a central angle of 37°11'49"; thence easterly along the arc of said curve, a distance of 178.53 feet to the point of compound curvature of a curve to the left having a radius of 35.00 feet and a central angle of 91°38'36"; thence northeasterly along the arc of said curve, an arc length of 55.98 feet to the point of curvature of a non-tangent curve to the right, of which the radius point lies S.70°03'20"W., a radial distance of 2,789.00 feet; thence southerly along the arc of said curve, through a central angle of 02°12'54", an arc length of 107.82 feet to the point of curvature of a non-tangent curve to the left, of which the radius point lies S.25°49'28"W., a radial distance of 35.00 feet; thence westerly along the arc of said curve, through a central angle of 44°31'14", an arc length of 27.20 feet to the point of tangency of said curve; thence S.71°18'14"W., a distance of 9.06 feet to the point of curvature of a curve to the right having a radius of 337.00 feet and a central angle of 37°35'30"; thence westerly along the arc of said curve, an arc length of 221.11 feet to the point of reverse curvature of a curve to the left having a radius of 263.00 feet and a central angle of 01°53'10"; thence westerly along the arc of said curve, a distance of 8.66 feet to the point of tangency of said curve; thence N.72°59'26"W., a distance of 56.37 feet to the point of curvature of a curve to the left having a radius of 137.00 feet and a central angle of 22°49'57"; thence westerly along the arc of said curve, an arc length of 54.60 feet to the point of tangency of said curve; thence S.84°10'37"W., a distance of 371.34 feet to the point of curvature of a curve to the left having a radius of 275.00 feet and a central angle of 30°41'48"; thence westerly along the arc of said curve, an arc length of 147.33 feet to the point of tangency of said curve; thence S.53°28'49"W., a distance of 370.60 feet to the point of curvature of a curve to the left having a radius of 275.00 feet and a central angle of 34°54'45"; thence southwestery along the arc of said curve, an arc length of 167.57 feet to the end of said curve; thence N.60°04'23"W., a distance of 50.84 feet to the POINT OF BEGINNING.

Said tract contains 76,341 square feet or 1.7526 acres, more or less.

LESS: Ingress-Egress Easement No. 2

A Tract of land lying in Sections 16 and 17, Township 35 South, Range 19 East, Manatee County, Florida and described as follows:

Commence at the Northwest corner of said Sections 16 and 17; thence S.89°34'35"E

along the North line of said Section 17 a distance of 4291.01 feet; thence S.00°25'25"W a distance of 654.77 feet to the POINT OF BEGINNING; thence S.60°04'23"E., a distance of 25.14 feet to the point of curvature of a non-tangent curve to the right, of which the radius point lies S.46°57'50"E., a radial distance of 325.00 feet; thence easterly along the arc of said curve, through a central angle of 113°10'48", an arc length of 641.99 feet to the point of reverse curvature of a curve to the left having a radius of 255.00 feet and a central angle of 85°25'10"; thence southeasterly along the arc of said curve, a distance of 380.17 feet to the point of tangency of said curve; thence N.70°47'48"E., a distance of 283.99 feet to the point of curvature of a curve to the left having a radius of 35.00 feet and a central angle of 85°57'17"; thence northeasterly along the arc of said curve, an arc length of 52.51 feet to the point of curvature of a non-tangent curve to the left, of which the radius point lies N.74°50'32"E., a radial distance of 2,941.00 feet; thence southerly along the arc of said curve, through a central angle of 02°02'41", an arc length of 104.95 feet to the end of said curve; thence N.72°51'02"W., along a line non-tangent to the last described curve, a distance of 10.58 feet; thence S.70°47'48"W., a distance of 226.06 feet to the point of curvature of a curve to the right having a radius of 167.00 feet and a central angle of 08°40'50"; thence westerly along the arc of said curve, an arc length of 25.30 feet to the point of tangency of said curve; thence S.79°28'38"W., a distance of 62.92 feet to the point of curvature of a curve to the left having a radius of 133.00 feet and a central angle of 04°57'32"; thence westerly along the arc of said curve, an arc length of 11.51 feet to the point of reverse curvature of a curve to the right having a radius of 309.00 feet and a central angle of 81°41'53"; thence northwesterly along the arc of said curve, a distance of 440.60 feet to the point of reverse curvature of a curve to the left having a radius of 271.00 feet and a central angle of 49°45'11"; thence northwesterly along the arc of said curve, a distance of 235.32 feet to the point of tangency of said curve; thence N.78°27'38"W., a distance of 46.52 feet to the point of curvature of a non-tangent curve to the left, of which the radius point lies S.06°36'57"W., a radial distance of 271.00 feet; thence westerly along the arc of said curve, through a central angle of 21°41'20", an arc length of 102.59 feet to the end of said curve; thence S.66°23'37"W., along a line non-tangent to the last described curve, a distance of 80.42 feet to the point of curvature of a non-tangent curve to the left, of which the radius point lies S.32°08'23"E., a radial distance of 271.00 feet; thence southwesterly along the arc of said curve, through a central angle of 10°26'33", an arc length of 49.39 feet to the end of said curve; thence S.39°34'23"E., along a line non-tangent to the last described curve, a distance of 35.74 feet; thence N.60°04'23"W., a distance of 116.67 feet; thence N.29°55'37"E., a distance of 4.78 feet to the POINT OF BEGINNING.

Said tract contains 75,680 square feet or 1.7374 acres, more or less.

<u>Total Described Area</u>	= 771.1310 Acres +/-
Less: Ponds No. 3	= 5.15 Acres +/-
Less: Parcel 100A	= 4.512 Acres +/-
Less DVA Arena, LLC	= 60.5327 Acres +/-
Less: Ingress-Egress Easement No. 1	= 1.7526 Acres +/-
<u>Less Ingress-Egress Easement No. 2</u>	<u>= 1.7374 Acres +/-</u>
Net Area	= 697.4463 Acres +/-

NORTHWEST SECTOR DRI

LEGAL DESCRIPTION PARCEL 1 (as prepared by the certifying Surveyor and Mapper):

A tract of land lying in Sections 7, 8, 9, 15 and 16, Township 35 South, Range 19 East, Manatee County, Florida and described as follows:

Commence at the Southeast corner of Section 7, Township 35 South, Range 19 East ; thence S.89°34'35"E., a distance of 4,650.84 feet; thence N.00°25'25"E., a distance of 1,889.17 feet to the POINT OF BEGINNING; Thence S82°55'49"W, 912.79 feet to a point of curvature; Thence 1,287.78 feet along the arc of said curve to the left through a central angle of 34°25'49", said curve having a radius of 2,143.00 feet and being subtended by a chord which bears S65°42'55"W, 1,268.49 feet to a point of reverse curvature; Thence 1,575.57 feet along the arc of a curve to the right through a central angle of 44°37'25", said curve having a radius of 2,023.00 feet and being subtended by a chord which bears S70°48'42"W, 1,536.04 feet to the point of tangency of said curve; Thence N86°52'35"W, 1,131.57 feet to a point of curvature; Thence 79.90 feet along the arc of said curve to the right through a central angle of 91°33'16", said curve having a radius of 50.00 feet and being subtended by a chord which bears N41°05'57"W, 71.66 feet to the point of tangency of said curve; said point being a point on the east line of Lakewood Ranch Boulevard as recorded in Official Record Book 1443, Page 4980 of the Public Records of Manatee County, Florida; the following 2 calls are along said east line of Lakewood Ranch Boulevard; Thence N04°40'41"E, 2,619.78 feet to a point of curvature; Thence 933.27 feet along the arc of said curve to the left through a central angle of 25°57'27", said curve having a radius of 2,080.00 feet and being subtended by a chord which bears N08°18'02"W, 925.31 feet to a point of reverse curvature; Thence 83.52 feet along the arc of a curve to the right through a central angle of 95°42'23", said curve having a radius of 50.00 feet and being subtended by a chord which bears N26°34'26"E, 74.14 feet; Thence N 74°25'37"E, 50.78 feet to a point of curvature; Thence 721.56 feet along the arc of said curve to the right through a central angle of 14°53'05", said curve having a radius of 2,777.50 feet and being subtended by a chord which bears N81°52'09"E, 719.53 feet; Thence N00°41'18"W, 12.50 feet to a point on the arc of a curve; Thence 643.57 feet along the arc of said curve to the right through a central angle of 13°12'59", said curve having a radius of 2,790.00 feet and being subtended by a chord which bears S84°04'49"E, 642.15 feet to a point of reverse curvature; Thence 2,117.60 feet along the arc of a curve to the left through a central angle of 41°16'07", said curve having a radius of 2,940.00 feet and being subtended by a chord which bears N81°53'37"E, 2,072.13 feet to a point of reverse curvature; Thence 805.71 feet along the arc of a curve to the right through a central angle of 16°32'46", said curve having a radius of 2,790.00 feet and being subtended by a chord which bears N69°31'57"E, 802.91 feet; Thence S12°11'41"E, 12.50 feet to a point on the arc of a curve; Thence 633.68 feet along the arc of said curve to the right through a central angle of 13°04'19", said curve having a radius of 2,777.50 feet and being subtended by a chord which bears N84°20'29"E, 632.31 feet; Thence S89°07'21"E, 354.65 feet to a point on the arc of a curve; Thence 36.14 feet along the arc of said curve to the right through a central angle of 41°24'35", said curve having a radius of 50.00 feet and being

subtended by a chord which bears N70°10'21"E, 35.36 feet; Thence S89°07'21"E, 808.68 feet; Thence N00°52'39"E, 10.36 feet to a point on the arc of a curve; Thence 127.15 feet along the arc of said curve to the left through a central angle of 02°29'11", said curve having a radius of 2,930.00 feet and being subtended by a chord which bears N88°44'06"E, 127.14 feet to the point of reverse curvature of said curve; Thence 2,138.82 feet along the arc of said curve to the right through a central angle of 43°45'59", said curve having a radius of 2,800.00 feet and being subtended by a chord which bears S770°37'30"E, 2,087.20 feet to the point of tangency of said curve; Thence S48°44'31"E, 1,779.99 feet to a point of curvature; Thence 1,253.44 feet along the arc of said curve to the left through a central angle of 24°30'39", said curve having a radius of 2,930.00 feet and being subtended by a chord which bears S60°59'50"E, 1,243.90 feet to the point of tangency of said curve; Thence S00°10'39"W, 111.78 feet; Thence continue along said line S00°10'39"W, 1,324.27 feet; Thence continue along said line S00°10'39"W, 1,324.27 feet; Thence S00°12'01"W, 1,321.71 feet; Thence S89°26'33"E, 601.98 feet; Thence S00°02'33"W, 860.46 feet; Thence S89°28'53"E, 735.80 feet; Thence S00°06'56"E, 659.98 feet; Thence N89°31'12"W, 1,343.23 feet; Thence S00°24'15"E, 1,319.40 feet; Thence S00°25'33"E, 1,253.39 feet; Thence N89°20'55"W, 129.12 feet; Thence N00°13'59"E, 756.06 feet; Thence N89°05'49"W, 353.71 feet; Thence S15°32'18"W, 181.54 feet; Thence S69°04'52"E, 191.91 feet; Thence S40°52'20"E, 174.58 feet; Thence S01°06'51"W, 127.77 feet; Thence S84°30'37"W, 241.82 feet; Thence S04°24'14"W, 231.83 feet; Thence N89°20'55"W, 644.47 feet; Thence N89°43'18"W, 1,128.10 feet; Thence N00°16'21"E, 195.76 feet; Thence N34°32'27"W, 127.88 feet; Thence N74°22'37"W, 27.04 feet; Thence N89°06'07"W, 130.35 feet; Thence N50°59'38"W, 52.87 feet; Thence N89°43'39"W, 67.72 feet; Thence S34°23'48"W, 150.71 feet; Thence N00°07'45"W, 1,045.68 feet; Thence N89°21'00"W, 672.60 feet; Thence S00°08'39"E, 1,267.67 feet; Thence N89°43'18"W, 66.35 feet; Thence N10°16'40"E, 140.44 feet; Thence N03°14'20"W, 121.92 feet; Thence N89°43'20"W, 265.15 feet; Thence N67°44'14"W, 65.42 feet; Thence N89°03'25"W, 74.89 feet; Thence South, 285.36 feet; Thence N89°43'18"W, 150.77 feet to a point of curvature; Thence 78.54 feet along the arc of said curve to the right through a central angle of 90°00'00", said curve having a radius of 50.00 feet and being subtended by a chord which bears N44°43'18"W, 70.71 feet to the point of tangency of said curve; Thence N00°16'42"E, 1,581.12 feet to a point of curvature; Thence 1,394.32 feet along the arc of said curve to the left through a central angle of 27°15'57", said curve having a radius of 2,930.00 feet and being subtended by a chord which bears N13°21'17"W, 1,381.21 feet to the point of tangency of said curve; Thence N26°59'15"W, 1,159.92 feet to a point of curvature; Thence 853.47 feet along the arc of said curve to the right through a central angle of 17°27'52", said curve having a radius of 2,800.00 feet and being subtended by a chord which bears N18°15'19"W, 850.17 feet to a point of reverse curvature; Thence 1,194.50 feet along the arc of a curve to the left through a central angle of 23°21'30", said curve having a radius of 2,930.00 feet and being subtended by a chord which bears N21°12'08"W, 1,186.24 feet to a point of reverse curvature; Thence 1,321.41 feet along the arc of a curve to the right through a central angle of 27°02'23", said curve having a radius of 2,800.00 feet and being subtended by a chord which bears N19°21'42"W, 1,309.18 feet to the POINT OF BEGINNING.

Containing 1479.6 acres, more or less.

TOGETHER WITH:

LEGAL DESCRIPTION PARCEL 2 (as prepared by the certifying Surveyor and Mapper):

A tract of land lying in Sections 7 AND 8, Township 35 South, Range 19 East, Manatee County, Florida and described as follows:

Commence at the Southeast corner of Section 7, Township 35 South, Range 19 East ; thence S.89°34'35"E., a distance of 4,650.84 feet; thence N.00°25'25"E., a distance of 1,889.17 feet; Thence S82°55'49"W, 912.79 feet to a point of curvature; Thence 1,287.78 feet along the arc of said curve to the left through a central angle of 34°25'49", said curve having a radius of 2,143.00 feet and being subtended by a chord which bears S65°42'55"W, 1,268.49 feet to a point of reverse curvature; Thence 1,575.57 feet along the arc of a curve to the right through a central angle of 44°37'25", said curve having a radius of 2,023.00 feet and being subtended by a chord which bears S70°48'42"W, 1,536.04 feet to the point of tangency of said curve; Thence N86°52'35"W, 1,131.57 feet to a point of curvature; Thence 79.90 feet along the arc of said curve to the right through a central angle of 91°33'16", said curve having a radius of 50.00 feet and being subtended by a chord which bears N41°05'57"W, 71.66 feet to the point of tangency of said curve; said point being a point on the east line of Lakewood Ranch Boulevard as recorded in Official Record Book 1443, Page 4980 of the Public Records of Manatee County, Florida; thence along said east line of Lakewood Ranch Boulevard, N04°40'41"E, 1649.57 feet; Thence N85°19'19"W, 120.00 feet to an intersection with the west line of said Lakewood Ranch Boulevard and the POINT OF BEGINNING; Thence S86°50'17"W, 227.27 feet; Thence S40°02'37"W, 121.13 feet; Thence S28°36'43"W, 108.34 feet; Thence S43°57'34"W, 79.62 feet; Thence S56°46'06"W, 71.21 feet; Thence N22°59'39"W, 32.80 feet; Thence S59°56'00"W, 91.50 feet; Thence S54°50'36"W, 42.43 feet; Thence S21°03'16"W, 42.67 feet; Thence S64°33'59"W, 57.70 feet; Thence S78°35'00"W, 52.83 feet; Thence S26°29'07"W, 28.22 feet; Thence S72°42'09"W, 41.01 feet; Thence N88°04'14"W, 58.26 feet; Thence N63°20'21"W, 61.49 feet; Thence N77°09'41"W, 34.90 feet; Thence N87°11'33"W, 50.79 feet; Thence N88°21'13"W, 70.97 feet; Thence N59°06'15"W, 54.56 feet; Thence S87°08'17"W, 75.46 feet; Thence N27°44'24"E, 782.09 feet; Thence N08°14'34"E, 859.88 feet; Thence N04°53'06"W, 605.45 feet to a point on the arc of a curve; Thence 552.19 feet along the arc of said curve to the left through a central angle of 10°42'56", said curve having a radius of 2,952.50 feet and being subtended by a chord which bears N79°47'05"E, 551.38 feet to the point of tangency of said curve; Thence N74°25'37"E, 69.64 feet to a point of curvature; Thence 72.98 feet along the arc of said curve to the right through a central angle of 83°37'55", said curve having a radius of 50.00 feet and being subtended by a chord which bears S63°45'26"E, 66.67 feet to a point of compound curvature; Thence 901.48 feet along the arc of said curve to the right through a central angle of 26°37'27", said curve having a radius of 1,940.00 feet and being subtended by a chord which bears S08°36'03"E, 893.39 feet; Thence S04°40'41"W, 970.22 feet to the POINT OF BEGINNING.

Containing 39.281 acres (1,711,094 square feet), more or less.

EXHIBIT "B"

[Scope of Work/Change Orders]

Engel, Rob

From: Engel, Rob
Sent: Tuesday, July 14, 2015 12:39 PM
To: Ron Schulhofer (ron.schulhofer@mymanatee.org)
Cc: Rex Jensen (rex.jensen@smrranch.com)
Subject: White Eagle Phase 3 - Force Main up-size
Attachments: 2015-07-08 CO No 15 White Eagle_force_main_upsize.PDF; white_eagle_phase3_fm_upsize_analysis-20150706.pdf

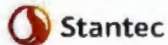
Ron

Attached is or analysis of the upsize cost for the construction of the force main on White Eagle. I have also attached a copy of the change order from Stantec for our time in the same effort. When the project was bid we included several of the anticipated upsized items as alternates so that we could get competitive prices, this analysis is based on that. Rex has requested that I submit this to you for your review. Upon approval to move forward, I will ask the contractor to prepare a separate change order for that amount to keep the process clean.

Thanks

Rob Engel, P.E.

Senior Associate
Stantec
6900 Professional Parkway East Sarasota FL 34240-8414
Phone: (941) 907-6900 x 248
Cell: (941) 812-6405
Fax: (941) 907-6910
Rob.Engel@stantec.com



The content of this email is the confidential property of Stantec and should not be copied, modified, retransmitted, or used for any purpose except with Stantec's written authorization. If you are not the intended recipient, please delete all copies and notify us immediately.

Please consider the environment before printing this email.



Stantec Consulting Services Inc.
6900 Professional Parkway East
Sarasota FL 34240-8414
Tel: (941) 907-6900
Fax: (941) 907-6910

July 8, 2015

Via: Hand Delivery and E-Mail (rex.jensen@smranch.com)

File: 215612115

Lakewood Ranch Stewardship District
14400 Covenant Way
Lakewood Ranch, FL 34202

Attn: **Mr. Rex Jensen**
Chairman of the Board

Reference: **Change Order No. 15 Under Specific Authorization No. 37**
White Eagle Boulevard Phase 3

Dear Mr. Jensen:

As requested by the Lakewood Ranch Stewardship District and Manatee County, Stantec is requesting approval for the following scope and fee as follows:

New Task 235 Construction Plan Modification

Stantec has modified the construction plans for the subject project to upsize the sanitary sewer force main to include additional flows from north of State Road 64. This requested additional work includes the modification of the construction plans, upsize cost analysis and coordination with Manatee County Utility staff. We propose to perform this work for a fixed fee of \$ 4,800

S.A. Contract to Date	\$ 314,850
Increase this Change Order	\$ <u>4,800</u>
New Contract Sum	\$ 319,650

Stantec Consulting Services Inc.

6900 Professional Parkway East

Sarasota, FL 34240

Lakewood Ranch Stewardship District

14400 Covenant Way

Lakewood Ranch, FL 34202

By *[Signature]*

Date 7-8-15

By

Date

By *[Signature]*

Date 7/8/15

Design with community in mind



White Eagle Boulevard (PH III)

Sanitary Sewer Forcemain Upsize Cost Analysis

Summary of Construction Costs

Sanitary Sewer Forcemain Upsize Cost Total:	\$540,948.81
---	---------------------



Sanitary Sewer Forcemain Upsize Cost Analysis

Item	New Quantity	Old Quantity	Difference	Unit Price	Total
8" Forcemain (DR-18)	-	2608	(2,608)	\$19.83	-\$51,716.64
10" Forcemain (DR-18)	-	6173	(6,173)	\$24.30	-\$150,003.90
16" Forcemain (DR-18)	8,761	0	8,761	\$49.71	\$435,509.31
16" Forcemain (DIP)	20	0	20	\$78.07	\$1,561.40
18" HDPE Forcemain Directional Bore	766	0	766	\$158.64	\$121,518.24
8" HDPE Forcemain Directional Bore	-	766	(766)	\$53.83	-\$41,233.78
8" Gate Valve	-	7	(7)	\$1,482.08	-\$10,374.56
10" Gate Valve	-	8	(8)	\$2,028.96	-\$16,231.68
16" Gate Valve	15	0	15	\$7,520.82	\$112,812.30
24" Gate Valve w/ Automatic Gear Actuator - Cut In	1	0	1	\$44,956.89	\$44,956.89
16" Force Main Air Release Valve	5	0	5	\$8,807.08	\$44,035.40
10" Force Main Air Release Valve	-	2	(2)	\$3,946.88	-\$7,893.76
8" Force Main Air Release Valve	-	3	(3)	\$3,946.88	-\$11,840.64
Connect 10" to Existing Manhole w/ Drop Connection	-	1	(1)	\$6,014.21	-\$6,014.21
Connect 16" to Existing 24" Force Main	1	0	1	\$30,964.69	\$30,964.69
Fittings (with 16" Force Main)	1	0	1	\$60,459.90	\$60,459.90
Fittings (From Bid)	-	1	(1)	\$15,560.15	-\$15,560.15
Upsize Cost Difference =					\$540,948.81

Engel, Rob

From: Rex Jensen <rex.jensen@smrranch.com>
Sent: Tuesday, July 14, 2015 2:13 PM
To: Engel, Rob
Cc: Ron Schulhofer (ron.schulhofer@mymanatee.org)
Subject: Re: White Eagle Phase 3 - Force Main up-size

Ron we now really need to move on that agreement.

Sent from my iPhone

On Jul 14, 2015, at 12:38 PM, Engel, Rob <Rob.Engel@stantec.com<mailto:Rob.Engel@stantec.com>> wrote:

Ron

Attached is or analysis of the upsize cost for the construction of the force main on White Eagle. I have also attached a copy of the change order from Stantec for our time in the same effort. When the project was bid we included several of the anticipated upsized items as alternates so that we could get competitive prices, this analysis is based on that. Rex has requested that I submit this to you for your review. Upon approval to move forward, I will ask the contractor to prepare a separate change order for that amount to keep the process clean.

Thanks

Rob Engel, P.E.
Senior Associate
Stantec
6900 Professional Parkway East Sarasota FL 34240-8414
Phone: (941) 907-6900 x 248
Cell: (941) 812-6405
Fax: (941) 907-6910
Rob.Engel@stantec.com<mailto:Rob.Engel@stantec.com>

[Stantec]<http://cp.mcafee.com/d/k-Kr40Ug4x8SyMOUYqekjhOCedTdLI8lecFECTS4m767zhOrvohosovpdLI9zATPhPsT7M_x7Uk-0aEH6eMljVsThmctxoDOVJZ4wO_HX_nUseuvjvWZOZTfehvpKyqeuEyCJtdmUVfBgY-F6IK1FJ4SyrKrKr01kDI9_rBYdNGgXU4vf1I9X2vSVsYyyqemmkPo2AVjYQg3mAj_d40m9XjPh0Oq82VEw5WNJVEw6ZB0QgdH5Wi5fdlndzaF3psj3>

The content of this email is the confidential property of Stantec and should not be copied, modified, retransmitted, or used for any purpose except with Stantec's written authorization. If you are not the intended recipient, please delete all copies and notify us immediately.

? Please consider the environment before printing this email.
<2015-07-08 CO No 15 White Eagle_force_main_upsize.PDF> <white_eagle_phase3_fm_upsize_analysis-20150706.pdf>

Engel, Rob

From: Ron Schulhofer <ron.schulhofer@mymanatee.org>
Sent: Wednesday, July 15, 2015 8:48 AM
To: Rex Jensen
Cc: Engel, Rob; Sia Mollanazar
Subject: Re: White Eagle Phase 3 - Force Main up-size

It is a priority for us.

Sent from my iPad

> On Jul 14, 2015, at 2:12 PM, Rex Jensen <rex.jensen@smrranch.com> wrote:

>
> Ron we now really need to move on that agreement.

>
> Sent from my iPhone

> On Jul 14, 2015, at 12:38 PM, Engel, Rob <Rob.Engel@stantec.com<mailto:Rob.Engel@stantec.com>> wrote:

>
> Ron

>
> Attached is or analysis of the upsize cost for the construction of the force main on White Eagle. I have also attached a copy of the change order from Stantec for our time in the same effort. When the project was bid we included several of the anticipated upsized items as alternates so that we could get competitive prices, this analysis is based on that. Rex has requested that I submit this to you for your review. Upon approval to move forward, I will ask the contractor to prepare a separate change order for that amount to keep the process clean.

>
> Thanks

>
>
> Rob Engel, P.E.
> Senior Associate
> Stantec
> 6900 Professional Parkway East Sarasota FL 34240-8414
> Phone: (941) 907-6900 x 248
> Cell: (941) 812-6405
> Fax: (941) 907-6910
> Rob.Engel@stantec.com<mailto:Rob.Engel@stantec.com>

>
> [Stantec]<<http://cp.mcafee.com/d/k-Kr40Ug4x8SyMOUYqekjhOCedTdLI8IecfEC>
> TS4m767zhOrvohosovpdLI9zATPhPsT7M_x7Uk-0aEH6eMijVsThmctxoDOVJZ4wO_HX_n
> UseuvjvWZOZTehvppKyqeuEyCJtdmUVfBgY-F6IK1FJ4SyrKrKr01kDI9_rBYdNGgXU4v
> f1I9X2vSVsSyyqemmkPo2AVjYQg3mAj_d40m9XjPh0Oq82VEw5WNJVEw6ZB0QgdH5Wi5fd
> IndzaF3psj3>

>
>
>
> The content of this email is the confidential property of Stantec and should not be copied, modified, retransmitted, or used for any purpose except with Stantec's written authorization. If you are not the intended recipient, please delete all copies and notify us immediately.

>

Engel, Rob

From: Sia Mollanazar <sia.mollanazar@mymanatee.org>
Sent: Wednesday, July 15, 2015 10:06 AM
To: Ron Schulhofer; Rex Jensen
Cc: Engel, Rob
Subject: RE: White Eagle Phase 3 - Force Main up-size

We have reviewed the estimates ; the County shares is about \$545k; we are ok with the estimate. I will send you the latest participation agreement we did with another project that was executed on July 16 as an example to draft off of.

Sincerely

Sia Mollanazar, PE, Deputy Director
Engineering Services Division
Manatee County Public Works
1022 26th Ave East
Bradenton, Fl. 34208
941-708-7487

-----Original Message-----

From: Ron Schulhofer
Sent: Wednesday, July 15, 2015 8:48 AM
To: Rex Jensen
Cc: Engel, Rob; Sia Mollanazar
Subject: Re: White Eagle Phase 3 - Force Main up-size

It is a priority for us.

Sent from my iPad

> On Jul 14, 2015, at 2:12 PM, Rex Jensen <rex.jensen@smrranch.com> wrote:

>
> Ron we now really need to move on that agreement.

>
> Sent from my iPhone

>
> On Jul 14, 2015, at 12:38 PM, Engel, Rob <Rob.Engel@stantec.com<mailto:Rob.Engel@stantec.com>> wrote:

>
> Ron

>
> Attached is or analysis of the upsize cost for the construction of the force main on White Eagle. I have also attached a copy of the change order from Stantec for our time in the same effort. When the project was bid we included several of the anticipated upsized items as alternates so that we could get competitive prices, this analysis is based on that. Rex has requested that I submit this to you for your review. Upon approval to move forward, I will ask the contractor to prepare a separate change order for that amount to keep the process clean.

>
> Thanks

>
>
> Rob Engel, P.E.

Change Order No. 3

Date of issuance: August 19, 2015

Effective Date: _____

Project: <u>White Eagle Blvd, Phase III</u>	Owner: <u>Lakewood Ranch</u>	Owner's Contract No.: _____
Contract: _____	Stewardship District	Date of Contract: <u>April 28, 2015</u>
Contractor: <u>Woodruff & Sons, Inc.</u>		Engineer's Project No.: <u>215612116</u>

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Revised Sanitary Sewer Forcemain Upsize Cost Analysis per Plan Revision K

Attachments: (List documents supporting change):

Sanitary Sewer Forcemain Upsize Cost Analysis

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: <u>\$7,873,210.08</u>	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>160 days</u> Ready for final payment (days or date): <u>210 days</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> <u>(\$1,710,985.30)</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> Substantial completion (days): <u>12 days</u> Ready for final payment (days): <u>12 days</u>
Contract Price prior to this Change Order: <u>\$6,162,244.76</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>192 days</u> Ready for final payment (days or date): <u>222 days</u>
[Increase] [Decrease] of this Change Order: <u>\$640,946.81</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): <u>0 days</u> Ready for final payment (days or date): <u>0 days</u>
Contract Price incorporating this Change Order: <u>\$6,703,193.57</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>192 days</u> Ready for final payment (days or date): <u>222 days</u>

RECOMMENDED:
By: [Signature]
Engineer (Authorized Signature)
Date: 9/9/15

ACCEPTED:
By: [Signature]
Owner (Authorized Signature)
Date: 9-10-15

ACCEPTED:
By: [Signature]
Contractor (Authorized Signature)
Date: August 27, 2015

Approved by Funding Agency (if applicable): _____ Date: _____

Sanitary Sewer Forcemain Upsize Cost Analysis

Item	Bid Quantity	Old Quantity	Difference	Unit Price	Total
8" Forcemain (DR-18)	-	2608	(2,608)	\$19.83	-\$51,716.64
10" Forcemain (DR-18)	-	6173	(6,173)	\$24.30	-\$150,003.90
16" Forcemain (DR-18)	8,761	0	8,761	\$49.71	\$435,509.31
16" Forcemain (DIP)	20	0	20	\$78.07	\$1,561.40
18" HDPE Forcemain Directional Bore	766	0	766	\$158.64	\$121,518.24
8" HDPE Forcemain Directional Bore	-	766	(766)	\$53.83	-\$41,233.78
8" Gate Valve	-	7	(7)	\$1,482.08	-\$10,374.56
10" Gate Valve	-	8	(8)	\$2,028.96	-\$16,231.68
16" Gate Valve	15	0	15	\$7,520.82	\$112,812.30
24" Gate Valve w/ Automatic Gear Actuator - Cut In	1	0	1	\$44,956.89	\$44,956.89
16" Force Main Air Release Valve	5	0	5	\$8,807.08	\$44,035.40
10" Force Main Air Release Valve	-	2	(2)	\$3,946.88	-\$7,893.76
8" Force Main Air Release Valve	-	3	(3)	\$3,946.88	-\$11,840.64
10" Force Main Connect to Existing Manhole w/ Drop Connection	-	1	(1)	\$6,014.21	-\$6,014.21
Connect to Existing 24" Force Main	1	0	1	\$30,964.69	\$30,964.69
Fittings (with 16" Force Main)	1	0	1	\$60,459.90	\$60,459.90
Fittings (From Bid)	-	1	(1)	\$15,560.15	-\$15,560.15

Upsize Cost Difference = \$540,948.81

EXHIBIT "C"

[Invoice of Costs]

Lakewood Ranch Stewardship District

INVOICE

14400 Covenant Way
Lakewood Ranch, FL 34202
Phone 941-757-1510

Invoice # WEB-1
Date: 11/30/2017

To: Manatee County
1022 26th Ave East
Bradenton, FL 34208
Attn: Sia Mollanazar, PE

Job: White Eagle Blvd Ph III

Description	Vendor	Document #	Amount
White Eagle Boulevard Phase III			
Sanitary sewer forcemain upsized	Woodruff	CO#3	\$540,948.81
Modification of construction plans	Stantec	SA#37 - CO#15	\$4,800.00
		Total	\$545,748.81

Change Order No. 3

Date of Issuance: August 19, 2016

Effective Date: _____

Project: White Eagle Blvd, Phase III	Owner: Lakewood Ranch	Owner's Contract No.:
Contract:	Stewardship District	Date of Contract: April 28, 2016
Contractor: Woodruff & Sons, Inc.		Engineer's Project No.: 216612116

The Contract Documents are modified as follows upon execution of this Change Order:

Description: **Revised Sanitary Sewer Forcemain Upsize Cost Analysis per Plan Revision K**

Attachments: (List documents supporting change):

Sanitary Sewer Forcemain Upsize Cost Analysis

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: <u>\$7,873,210.06</u>	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>160 days</u> Ready for final payment (days or date): <u>210 days</u>
[(Increase) (Decrease) from previously approved Change Orders No. <u>1</u> to No. <u>2</u>] <u>(\$1,710,965.30)</u>	[(Increase) (Decrease) from previously approved Change Orders No. <u>1</u> to No. <u>2</u>] Substantial completion (days): <u>12 days</u> Ready for final payment (days): <u>12 days</u>
Contract Price prior to this Change Order: <u>\$6,162,244.76</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>192 days</u> Ready for final payment (days or date): <u>222 days</u>
[(Increase) (Decrease) of this Change Order: <u>\$640,048.51</u>	[(Increase) (Decrease) of this Change Order: Substantial completion (days or date): <u>0 days</u> Ready for final payment (days or date): <u>0 days</u>
Contract Price incorporating this Change Order: <u>\$6,703,193.57</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>192 days</u> Ready for final payment (days or date): <u>222 days</u>

RECOMMENDED: By: <u>[Signature]</u> Engineer (Authorized Signature)	ACCEPTED: By: <u>[Signature]</u> Owner (Authorized Signature)	ACCEPTED: By: <u>[Signature]</u> Contractor (Authorized Signature)
Date: <u>9/14/16</u>	Date: <u>9-17-16</u>	Date: <u>August 27, 2016</u>
Approved by Funding Agency (If applicable): _____	Date: _____	

Sanitary Sewer Forcemain Upsize Cost Analysis

Item	Bid Quantity	Old Quantity	Difference	Unit Price	Total
8" Forcemain (DR-18)	-	2608	(2,608)	\$19.83	-\$51,716.64
10" Forcemain (DR-18)	-	6173	(6,173)	\$24.30	-\$150,003.90
16" Forcemain (DR-18)	8,761	0	8,761	\$49.71	\$435,509.31
16" Forcemain (DIP)	20	0	20	\$78.07	\$1,561.40
18" HDPE Forcemain Directional Bore	766	0	766	\$158.64	\$121,518.24
8" HDPE Forcemain Directional Bore	-	766	(766)	\$53.83	-\$41,233.78
8" Gate Valve	-	7	(7)	\$1,482.08	-\$10,374.56
10" Gate Valve	-	8	(8)	\$2,028.96	-\$16,231.68
16" Gate Valve	15	0	15	\$7,520.82	\$112,812.30
24" Gate Valve w/ Automatic Gear Actuator - Cut In	1	0	1	\$44,956.89	\$44,956.89
16" Force Main Air Release Valve	5	0	5	\$8,807.08	\$44,035.40
10" Force Main Air Release Valve	-	2	(2)	\$3,946.88	-\$7,893.76
8" Force Main Air Release Valve	-	3	(3)	\$3,946.88	-\$11,840.64
10" Force Main Connect to Existing Manhole w/ Drop Connection	-	1	(1)	\$6,014.21	-\$6,014.21
Connect to Existing 24" Force Main	1	0	1	\$30,964.69	\$30,964.69
Fittings (with 16" Force Main)	1	0	1	\$60,459.90	\$60,459.90
Fittings (From Bid)	-	1	(1)	\$15,560.15	-\$15,560.15

Upsize Cost Difference = \$540,948.81



Transmittal

Stantec Consulting Services Inc.
6900 Professional Parkway East
Sarasota FL 34240-8414
Tel: (941) 907-6900
Fax: (941) 907-6910

To:	Mr. Bob Simons	From:	Rob Engel
Company:	LWR Development LLC	<input type="checkbox"/>	For Your Information
Address:	14400 Covenant Way Lakewood Ranch, FL 34202	<input type="checkbox"/>	For Signature
Phone:	(941) 757-1558	<input checked="" type="checkbox"/>	For Your Review
Date:	February 10, 2017	<input type="checkbox"/>	As Requested
File:	215612115 250		
Delivery:	E-Mail		

**Reference: White Eagle Boulevard Phase 3
Application for Payment No. 19**

Attachment:

Copies	Doc Date	Pages	Description
1	2/9/17	10	Application for Payment No. 19 submitted by Woodruff & Sons, Inc.

We have reviewed the attached Application for Payment No. 19 in the amount of \$658,709.30 and recommend payment.

Hard copy of the Pay Application will not be provided unless specifically requested.

STANTEC CONSULTING SERVICES INC.



Robert A. Engel, P.E.
Senior Project Manager
Phone: (941) 907-6900
Fax: (941) 907-6910
E-Mail: rob.engel@stantec.com

C: Mike Blackrick, LWR Development LLC
Eric Epler, Woodruff & Sons, Inc.
Kathy Horn, LWR Development LLC
Ed Harloff, Stantec



Rob Engel
2/10/17

Design with community in mind

30000 (03/17)



Wealth Management & Securities Services
Questions Call 1-866-252-4360

RTSP WOODRUFF & SONS INC

PAY SIX HUNDRED FIFTY EIGHT THOUSAND SEVEN HUNDRED NINE DOLLARS AND 30/100

Issued by U S Bank National Association, Minneapolis, MN 55480

\$ 658,709 30

Drawer U S Bank

TO THE ORDER OF WOODRUFF & SONS, INC FL

AUTHORIZED SIGNATURE

⑈ 108039806 ⑆ ⑆ 09 2900383 ⑆ 150080235131 ⑆

ZC 112
CT JW TFMMUNI
0000
CT

000021

REQ#19

108039806
03/06/2017
658,709 30

MISCELLANEOUS DISBURSEMENT

RTSP WOODRUFF & SONS INC
DRAW #26 REQ #238 - SITE CONTRACTOR REQ #19

LRSD 2015 (LW CENTRE) ACQ & CON ACCT

Wealth Management & Securities Services
Questions Call 1-866-252-4360

WOODRUFF & SONS, INC FL
6450 31ST ST EAST
PO BOX 10127
BRADENTON, FL 34282-0127

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER): LAKEWOOD RANCH STEWARDSHIP
14400 COVENANT WAY
LAKEWOOD RANCH FL 34202

FROM (CONTRACTOR): WOODRUFF & SONS, INC FLORIDA
6450 31st Street East
P.O. Box 10127
Bredenton FL 34202-0127

APPLICATION NO: 2627-19 (19)
PERIOD FROM: 11/31/16 TO: 01/31/17
CONTRACT FOR :
CONTRACT DATE :

DATE: 01/31/17

PROJECT: LAK WHITE EAGLE BLVD PH2
44TH AVE E & WHITE EAGLE BLVD
LAKEWOOD RANCH FL 34202

Distribution: OWNER
CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL:	5,676,598.57	-4,363,469.53
Subsequent Change Orders		
Number	Date Approved	
TOTALS:	5,676,598.57	4,363,469.53-
Net change by Change Orders		1,311,129.04

Application is made for Payment, as shown below, in connection with the Contract. Continuation sheet is enclosed.

- 1. ORIGINAL CONTRACT SUM..... 7,673,210.05
- 2. Net change by Change Orders..... 1,311,129.04
- 3. CONTRACT SUM TO DATE (Line 1 + 2)..... 9,184,339.10
(Column C)
- 4. TOTAL COMPLETED & STORED TO DATE..... 8,261,324.75
(Column G)
- 5. LESS RETAINAGE:
 - a. 5.00 % of Completed Work.. 413,066.22
(0 Column D + E Less Sales Tax)
 - b. .00 % of Stored Material. .00
(0 Column F)
 - Total Retainage (Line 5a + 5b or Column I).... 413,066.22
- 6. TOTAL EARNED LESS RETAINAGE (Line 4 - 5)..... 7,848,258.53
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... 7,169,549.23
(Line 6 From prior Certificates)
- 8. CURRENT BALANCE DUE (Line 6 - 7)..... 678,709.30
- 9. BALANCE TO FINISH + RETAINAGE (Line 3 - 8).... 1,334,090.57

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: WOODRUFF & SONS, INC FLORIDA

By: Donald P. Woodruff President Date: 02-02-17

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

State of: FLORIDA County of: HIGHLAND

Subscribed and sworn to before me this 2nd day of FEB, 2017

Notary Public: Debra A. Smith My Commission 0000277 Expires 12/09/2020

Amount Certified..... 678,709.30
(Attach explanation if contract & application amounts differ)

By: [Signature] Date: 2-9-17

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

[Signature] 2/10/17

Item	No Bld Item	Description	QOM	Unit Price	Ext	Mid	Unit Price	Ext	Previous	Unit Price	Ext	Current	Unit Price	Ext	To Date	Extended	Comp
310		IRRIGATION	LF	230.00	26.96	6,200.80	230.00	269.00	6,200.80	230.00	269.00	230.00	269.00	6,200.80	100.0	100.0	100.0
320		8" PVC (DR-18) IRR MAIN	LF	269.00	29.62	7,948.76	269.00	296.62	7,948.76	269.00	296.62	269.00	296.62	7,948.76	100.0	100.0	100.0
330		10" PVC (DR-18) IRR MAIN	LF	8,821.00	24.46	215,761.66	8,821.00	24.46	215,761.66	8,821.00	24.46	8,821.00	24.46	215,761.66	100.0	100.0	100.0
340		10" IRR MAIN DIRECTIONAL BORE	LF	720.00	64.49	46,432.80	720.00	64.49	46,432.80	720.00	64.49	720.00	64.49	46,432.80	100.0	100.0	100.0
350		30" DIX	LF	145.00	286.45	37,185.25	145.00	286.45	37,185.25	145.00	286.45	145.00	286.45	37,185.25	100.0	100.0	100.0
370		10" IRR GATE VALVE	EA	3.00	1,888.24	4,665.72	3.00	1,888.24	4,665.72	3.00	1,888.24	3.00	1,888.24	4,665.72	100.0	100.0	100.0
380		6" IRR GATE VALVE	EA	3.00	1,224.10	3,672.30	3.00	1,224.10	3,672.30	3.00	1,224.10	3.00	1,224.10	3,672.30	100.0	100.0	100.0
390		30" BOTTLEFLY VALVE	EA	1.00	12,918.27	12,918.27	1.00	12,918.27	12,918.27	1.00	12,918.27	1.00	12,918.27	12,918.27	100.0	100.0	100.0
400		CONNECT TO EXISTING	EA	2.00	8,161.86	10,323.72	2.00	8,161.86	10,323.72	2.00	8,161.86	2.00	8,161.86	10,323.72	100.0	100.0	100.0
410		POINTS OF CONNECTION	EA	10.00	1,181.49	11,814.90	10.00	1,181.49	11,814.90	10.00	1,181.49	10.00	1,181.49	11,814.90	100.0	100.0	100.0
420		BLOW-OFF ASSEMBLY	EA	8.00	2,731.50	21,852.00	8.00	2,731.50	21,852.00	8.00	2,731.50	8.00	2,731.50	21,852.00	100.0	100.0	100.0
430		AIR RELEASE VALVE	EA	3.00	2,226.53	6,679.59	3.00	2,226.53	6,679.59	3.00	2,226.53	3.00	2,226.53	6,679.59	100.0	100.0	100.0
440		FITTINGS	LS	1.00	37,184.73	37,184.73	1.00	37,184.73	37,184.73	1.00	37,184.73	1.00	37,184.73	37,184.73	100.0	100.0	100.0
450		PRESSURE TESTING	LF	1.00	8,844.00	8,844.00	1.00	8,844.00	8,844.00	1.00	8,844.00	1.00	8,844.00	8,844.00	100.0	100.0	100.0
SUBT: IRRIGATION																	
10		Excavation	LF	25,142.00	1.59	39,978.78	18,298.00	1.59	29,093.82	18,298.00	1.59	29,093.82	18,298.00	1.59	29,093.82	72.8	100.0
20		PILE BENCH - ONSITE	LF	6,844.00	1.59	10,881.96	6,844.00	1.59	10,881.96	6,844.00	1.59	10,881.96	6,844.00	1.59	10,881.96	100.0	100.0
30		TREE BARRICADES	LF	1.00	9,337.17	9,337.17	1.00	9,337.17	9,337.17	1.00	9,337.17	1.00	9,337.17	9,337.17	100.0	100.0	100.0
40		CLEAR/GRUB - ONSITE	AC	60.00	2,231.17	133,870.20	60.00	2,231.17	133,870.20	60.00	2,231.17	60.00	2,231.17	133,870.20	100.0	100.0	100.0
50		CLEAR/GRUB - OFFSITE 44TH AVE	AC	13.00	2,614.09	33,983.17	13.00	2,614.09	33,983.17	13.00	2,614.09	13.00	2,614.09	33,983.17	100.0	100.0	100.0
60		EXCAVATION ONLY - LANE 1	CT	210,082.00	1.22	256,300.04	30,588.00	1.22	37,313.70	30,588.00	1.22	37,313.70	30,588.00	1.22	37,313.70	14.6	100.0
70		EXCAVATION ONLY - LANE 2A	CT	90,577.00	1.22	110,403.94	90,577.00	1.22	110,403.94	90,577.00	1.22	110,403.94	90,577.00	1.22	110,403.94	100.0	100.0
80		EXCAVATION ONLY - LANE 2B	CT	26,647.00	1.23	32,778.81	26,647.00	1.23	32,778.81	26,647.00	1.23	32,778.81	26,647.00	1.23	32,778.81	100.0	100.0
90		EXCAVATION ONLY - LANE 4	CT	7,713.00	1.48	11,415.24	7,713.00	1.48	11,415.24	7,713.00	1.48	11,415.24	7,713.00	1.48	11,415.24	100.0	100.0
100		P&C - ONSITE	CT	91,211.00	3.52	321,062.72	91,211.00	3.52	321,062.72	91,211.00	3.52	321,062.72	91,211.00	3.52	321,062.72	100.0	100.0
110		P&C - ONSITE FUTURE W.M.S.	CT	64,000.00	3.32	226,280.00	1,770.00	3.32	6,230.40	1,770.00	3.32	6,230.40	1,770.00	3.32	6,230.40	2.8	100.0
120		P&C - OFFSITE 44TH AVE	CT	37,000.00	3.52	130,240.00	13,920.00	3.52	48,998.40	13,920.00	3.52	48,998.40	13,920.00	3.52	48,998.40	37.6	100.0
130		T&D - ON ROAD, INDIGO	CT	9,475.00	3.39	34,015.25	9,475.00	3.39	34,015.25	9,475.00	3.39	34,015.25	9,475.00	3.39	34,015.25	100.0	100.0
140		FINISH GRADING	LS	1.00	57,801.62	57,801.62	1.00	57,801.62	57,801.62	1.00	57,801.62	1.00	57,801.62	57,801.62	100.0	100.0	100.0
150		SOIL/PAV BARR (BARVA)	ST	30,039.00	1.64	49,263.96	19,092.00	1.64	31,310.88	19,092.00	1.64	31,310.88	19,092.00	1.64	31,310.88	63.6	100.0
160		SOIL MEDIA (KORVA)	ST	16,218.00	4.36	70,710.48	104,385.84	4.36	454,385.84	104,385.84	4.36	454,385.84	104,385.84	4.36	454,385.84	100.0	100.0
170		SOIL ROW (KORVA)	ST	23,944.00	4.36	104,385.84	18,216.90	4.36	79,316.90	18,216.90	4.36	79,316.90	18,216.90	4.36	79,316.90	100.0	100.0
180		SEED AND MULCH	ST	28,026.00	.65	18,216.90	18,216.90	.65	11,953.98	18,216.90	.65	11,953.98	18,216.90	.65	11,953.98	100.0	100.0
190		INLET PROTECTION	LS	1.00	6,808.71	6,808.71	1.00	6,808.71	6,808.71	1.00	6,808.71	1.00	6,808.71	6,808.71	100.0	100.0	100.0
SUBT: EXCAVATION																	
310		IRRIGATION	LF	230.00	26.96	6,200.80	230.00	269.00	6,200.80	230.00	269.00	230.00	269.00	6,200.80	100.0	100.0	100.0
320		8" PVC (DR-18) IRR MAIN	LF	269.00	29.62	7,948.76	269.00	296.62	7,948.76	269.00	296.62	269.00	296.62	7,948.76	100.0	100.0	100.0
330		10" PVC (DR-18) IRR MAIN	LF	8,821.00	24.46	215,761.66	8,821.00	24.46	215,761.66	8,821.00	24.46	8,821.00	24.46	215,761.66	100.0	100.0	100.0
340		10" IRR MAIN DIRECTIONAL BORE	LF	720.00	64.49	46,432.80	720.00	64.49	46,432.80	720.00	64.49	720.00	64.49	46,432.80	100.0	100.0	100.0
350		30" DIX	LF	145.00	286.45	37,185.25	145.00	286.45	37,185.25	145.00	286.45	145.00	286.45	37,185.25	100.0	100.0	100.0
370		10" IRR GATE VALVE	EA	3.00	1,888.24	4,665.72	3.00	1,888.24	4,665.72	3.00	1,888.24	3.00	1,888.24	4,665.72	100.0	100.0	100.0
380		6" IRR GATE VALVE	EA	3.00	1,224.10	3,672.30	3.00	1,224.10	3,672.30	3.00	1,224.10	3.00	1,224.10	3,672.30	100.0	100.0	100.0
390		30" BOTTLEFLY VALVE	EA	1.00	12,918.27	12,918.27	1.00	12,918.27	12,918.27	1.00	12,918.27	1.00	12,918.27	12,918.27	100.0	100.0	100.0
400		CONNECT TO EXISTING	EA	2.00	8,161.86	10,323.72	2.00	8,161.86	10,323.72	2.00	8,161.86	2.00	8,161.86	10,323.72	100.0	100.0	100.0
410		POINTS OF CONNECTION	EA	10.00	1,181.49	11,814.90	10.00	1,181.49	11,814.90	10.00	1,181.49	10.00	1,181.49	11,814.90	100.0	100.0	100.0
420		BLOW-OFF ASSEMBLY	EA	8.00	2,731.50	21,852.00	8.00	2,731.50	21,852.00	8.00	2,731.50	8.00	2,731.50	21,852.00	100.0	100.0	100.0
430		AIR RELEASE VALVE	EA	3.00	2,226.53	6,679.59	3.00	2,226.53	6,679.59	3.00	2,226.53	3.00	2,226.53	6,679.59	100.0	100.0	100.0
440		FITTINGS	LS	1.00	37,184.73	37,184.73	1.00	37,184.73	37,184.73	1.00	37,184.73	1.00	37,184.73	37,184.73	100.0	100.0	100.0
450		PRESSURE TESTING	LF	1.00	8,844.00	8,844.00	1.00	8,844.00	8,844.00	1.00	8,844.00	1.00	8,844.00	8,844.00	100.0	100.0	100.0
SUBT: IRRIGATION																	
10		Excavation	LF	25,142.00	1.59	39,978.78	18,298.00	1.59	29,093.82	18,298.00	1.59	29,093.82	18,298.00	1.59	29,093.82	72.8	100.0
20		PILE BENCH - ONSITE	LF	6,844.00	1.59	10,881.96	6,844.00	1.59	10,881.96	6,844.00	1.59	10,881.96	6,844.00	1.59	10,881.96	100.0	100.0
30		TREE BARRICADES	LF	1.00	9,337.17	9,337.17	1.00	9,337.17	9,337.17	1.00	9,337.17	1.00	9,337.17	9,337.17	100.0	100.0	100.0
40		CLEAR/GRUB - ONSITE	AC	60.00	2,231.17	133,870.20	60.00	2,231.17	133,870.20	60.00	2,231.17	60.00	2,231.17	133,870.20	100.0	100.0	100.0
50		CLEAR/GRUB - OFFSITE 44TH AVE	AC	13.00	2,614.09	33,983.17	13.00	2,614.09	33,983.17	13.00	2,614.09	13.00	2,614.09	33,983.17	100.0	100.0	100.0
60		EXCAVATION ONLY - LANE 1	CT	210,082.00	1.22	256,300.04	30,588.00	1.22	37,313.70	30,588.00	1.22	37,313.70	30,588.00	1.22	37,313.70	14.6	100.0
70		EXCAVATION ONLY - LANE 2A	CT	90,577.00	1.22	110,403.94	90,577.00	1.22	110,403.94	90,577.00	1.22	110,403.94	90,577.00	1.22	110,403.94	100.0	100.0
80		EXCAVATION ONLY - LANE 2B	CT	26,647.00	1.23	32,778.81	26,647.00	1.23	32,778.81	26,647.00	1.23	32,778.81	26,647.00	1.23	32,778.81	100.0	100.0
90		EXCAVATION ONLY - LANE 4	CT	7,713.00	1.48	11,415.24	7,713.00										

PROGRESS FROM: 11/21/16 TO: 01/31/17
 BILLING NO: 19

INVOICE DATE: January 21, 2017
 INVOICE NBR: 2627-19

Item No	Bid Item	Description	UCM	----- Bid -----			----- Previous -----		----- Current -----		----- To Date -----		Pct Comp
				Units	Unit Price	Contract	Units	Extended	Units	Extended	Units	Extended	
510		ROADWAYS & PAVEMENT											
510		5' CONCRETE SIDEWALK	ST	3,212.00	28.29	90,867.48	3,678.00	104,050.62			3,678.00	104,050.62	114.5
520		6' CONCRETE SIDEWALK	ST	792.00	28.29	22,405.68							
530		8' CONCRETE SIDEWALK	ST	6,003.00	28.29	169,824.87	6,003.00	169,824.87			6,003.00	169,824.87	100.0
540		HANDICAP RAMPS	EA	13.00	742.68	9,653.54	13.00	9,653.54			13.00	9,653.54	100.0
550		1" FC-3 FRICTION COURSE	ST	51,372.00	6.05	310,800.60			30,000.00	181,500.00	30,000.00	181,500.00	58.4
560		2.5" ASPHALT TYPE S-1	ST	51,372.00	11.17	573,825.24	51,372.00	573,825.24			51,372.00	573,825.24	100.0
570		10" CEMENT TREATED SHELL BASE	ST	58,828.00	15.87	933,600.36	58,828.00	933,600.36			58,828.00	933,600.36	100.0
580		12" STABILIZED SUBGRADE	ST	61,466.00	6.93	425,959.38	61,466.00	425,959.38			61,466.00	425,959.38	100.0
590		MILL & OVERLAY (44TH AVE)	LS	1.00	7,854.86	7,854.86							
600		MILL & OVERLAY (WHITE EAGLE)	LS	1.00	39,274.32	39,274.32			1.00	39,274.32	1.00	39,274.32	100.0
610		TYPE "F" CURB	LP	14,219.00	10.04	142,758.76	14,219.00	142,758.76			14,219.00	142,758.76	100.0
620		TYPE "F-MOD" CURB	LP	14,465.00	8.07	116,732.85	14,465.00	116,732.85			14,465.00	116,732.85	100.0
630		VALLEY CROSSING	EA	1.00	1,699.29	1,699.29							
640		SIGNAGE	LS	1.00	33,581.19	33,581.19	1.00	33,581.19			1.00	33,581.19	100.0
650		STRIPING (TEMP PAINT)	LS	1.00	10,498.45	10,498.45			.50	5,249.23	.50	5,249.23	50.0
660		STRIPING (THERMOPLASTIC)	LS	1.00	53,429.58	53,429.58							
	RDWY&PVMT	SUBT: ROADWAYS & PAVEMENT				2,942,766.15		2,509,986.51		226,023.55		2,736,010.06	93.0
710		POTABLE WATER											
710		12" PVC (DR-18) WM	LF	2,649.00	30.31	80,291.19	2,649.00	80,291.19			2,649.00	80,291.19	100.0
720		12" DIP MAIN	LF	174.00	59.20	10,300.80	174.00	10,300.80			174.00	10,300.80	100.0
730		16" DIP WM	LF	5,957.00	79.71	474,832.47	5,957.00	474,832.47			5,957.00	474,832.47	100.0
740		10" PVC WM	LF	419.00	37.12	15,553.28	419.00	15,553.28			419.00	15,553.28	100.0
750		20" STEEL WM CASING	LF	351.00	213.21	74,836.71	351.00	74,836.71			351.00	74,836.71	100.0
760		8" PVC WM	LF	481.00	27.12	13,044.72	481.00	13,044.72			481.00	13,044.72	100.0
770		18" STEEL WM CASING	LF	368.00	200.87	73,920.16	368.00	73,920.16			368.00	73,920.16	100.0
780		6" PVC WM	LF	135.00	29.29	3,954.15	135.00	3,954.15			135.00	3,954.15	100.0
790		14" STEEL WM CASING	LF	116.00	87.44	10,143.04	116.00	10,143.04			116.00	10,143.04	100.0
800		12" DIRECTIONAL BORE	LF	449.00	82.82	37,186.18	449.00	37,186.18			449.00	37,186.18	100.0
810		16" BUTTERFLY VALVE	EA	11.00	4,177.47	45,982.17	11.00	45,982.17			11.00	45,982.17	100.0
820		12" GATE VALVE	EA	7.00	2,629.70	18,407.90	7.00	18,407.90			7.00	18,407.90	100.0
830		10" GATE VALVE	EA	4.00	2,137.11	9,348.44	4.00	9,348.44			4.00	9,348.44	100.0
840		8" GATE VALVE	EA	3.00	1,614.92	4,844.76	3.00	4,844.76			3.00	4,844.76	100.0
850		6" GATE VALVE	EA	1.00	1,283.78	1,283.78	1.00	1,283.78			1.00	1,283.78	100.0
860		AIR RELEASE VALVE	EA	2.00	3,388.24	6,776.48	2.00	6,776.48			2.00	6,776.48	100.0
870		TEMP BLOW OFF	EA	5.00	2,719.77	13,598.85	5.00	13,598.85			5.00	13,598.85	100.0
880		FIRE HYDRANT ASSEMBLY	EA	6.00	4,907.64	29,445.84	6.00	29,445.84			6.00	29,445.84	100.0
890		CONNECT TO EXISTING	EA	5.00	2,199.05	10,995.25	5.00	10,995.25			5.00	10,995.25	100.0
900		CHLORINATION & PRESSURE TEST	LF	10,253.00	1.48	15,174.44	10,253.00	15,174.44			10,253.00	15,174.44	100.0
910		POTABLE WM FITTINGS	LS	1.00	41,587.14	41,587.14	1.00	41,587.14			1.00	41,587.14	100.0
	PW	SUBT: POTABLE WATER				991,477.75		991,477.75				991,477.75	100.0
1010		SANITARY SEWER											
1010		8" (SDR-26) PVC (8'-10' CUT)	LF	30.00	32.77	983.10	30.00	983.10			30.00	983.10	100.0

Continued on Next Page

Exhibit C - Page 8 of 16

PROGRESS FROM: 11/21/16 TO: 01/31/17
 BILLING NO: 19

INVOICE DATE: January 21, 2017
 INVOICE NBR: 2627-19

Item No	Bid Item	Description	UCM	----- Bid -----			----- Previous -----		----- Current -----		----- To Date -----		Pot Comp
				Units	Unit Price	Contract	Units	Extended	Units	Extended	Units	Extended	
1020		8" (DR-26) PVC (10'-12' CUT)	LF	78.00	33.67	2,626.26	78.00	2,626.26			78.00	2,626.26	100.0
1030		8" (DR-26) PVC (12'-14' CUT)	LF	80.00	39.32	3,145.60	80.00	3,145.60			80.00	3,145.60	100.0
1040		MANHOLE (12'-14' CUT)	EA	1.00	5,363.74	5,363.74	1.00	5,363.74			1.00	5,363.74	100.0
1050		4" (DR-18) PVC FORCEMAIN	LF	17.00	19.68	334.56	17.00	334.56			17.00	334.56	100.0
1060		6" (DR-18) PVC FORCEMAIN	LF	65.00	33.11	2,152.15	65.00	2,152.15			65.00	2,152.15	100.0
1070		8" (DR-18) PVC FORCEMAIN	LF	2,559.00	19.83	50,744.97	2,559.00	50,744.97			2,559.00	50,744.97	100.0
1080		10" (DR-18) PVC FORCEMAIN	LF	6,096.00	24.30	148,132.80	6,096.00	148,132.80			6,096.00	148,132.80	100.0
1090		8" EDGE EM DIRECTIONAL DRILL	LF	766.00	53.83	41,233.78	766.00	41,233.78			766.00	41,233.78	100.0
1100		4" GATE VALVE	EA	1.00	895.13	895.13	1.00	895.13			1.00	895.13	100.0
1110		6" GATE VALVE	EA	3.00	1,422.76	3,428.28	3.00	3,428.28			3.00	3,428.28	100.0
1120		8" GATE VALVE	EA	3.00	1,482.08	4,446.24	3.00	4,446.24			3.00	4,446.24	100.0
1130		10" GATE VALVE	EA	5.00	2,028.96	10,144.80	5.00	10,144.80			5.00	10,144.80	100.0
1140		AIR RELEASE VALVE	EA	5.00	3,946.88	19,734.40	5.00	19,734.40			5.00	19,734.40	100.0
1150		10" EM CONNECT TO EX MH W/DROP	EA	1.00	6,014.21	6,014.21	1.00	6,014.21			1.00	6,014.21	100.0
1160		LINE EXISTING MANHOLE	EA	1.00	6,892.24	6,892.24							
1170		FITTINGS	LS	1.00	15,560.15	15,560.15	1.00	15,560.15			1.00	15,560.15	100.0
1180		SINGLE SANITARY SERVICE	EA	1.00	1,133.35	1,133.35	1.00	1,133.35			1.00	1,133.35	100.0
1190		TESTING	LS	1.00	5,448.86	5,448.86	1.00	5,448.86			1.00	5,448.86	100.0
	SANI	SUBT: SANITARY SEWER				328,414.62		321,522.38				321,522.38	97.9
		DRAINAGE											
1310		8" PVC	LF	197.00	31.08	6,122.76	197.00	6,122.76			197.00	6,122.76	100.0
1320		18" RCP	LF	1,484.00	65.16	96,697.44	1,484.00	96,697.44			1,484.00	96,697.44	100.0
1330		24" RCP	LF	2,004.00	72.31	144,909.24	2,004.00	144,909.24			2,004.00	144,909.24	100.0
1340		30" RCP	LF	356.00	93.17	33,168.52	356.00	33,168.52			356.00	33,168.52	100.0
1350		36" RCP	LF	136.00	103.45	14,069.20	136.00	14,069.20			136.00	14,069.20	100.0
1360		42" RCP	LF	727.00	117.80	85,640.60	727.00	85,640.60			727.00	85,640.60	100.0
1370		48" RCP	LF	382.00	134.72	51,463.04	382.00	51,463.04			382.00	51,463.04	100.0
1380		34"X53" ERCP	LF	320.00	144.76	46,323.20	320.00	46,323.20			320.00	46,323.20	100.0
1390		54" RCP	LF	173.00	185.07	32,017.11	173.00	32,017.11			173.00	32,017.11	100.0
1400		38"X60" ERCP	LF	292.00	184.86	53,979.12	292.00	53,979.12			292.00	53,979.12	100.0
1410		FDOT TYPE 5 INLET	EA	8.00	3,675.94	29,407.52	8.00	29,407.52			8.00	29,407.52	100.0
1420		FDOT TYPE 6 INLET	EA	20.00	4,617.55	92,351.00	20.00	92,351.00			20.00	92,351.00	100.0
1430		TYPE "G" CONTROL STRUCTURE	EA	2.00	4,095.49	8,190.98	2.00	8,190.98			2.00	8,190.98	100.0
1440		DOUBLE GRATE CONTROL STRUCTURE	EA	3.00	6,659.92	19,979.76	3.00	19,979.76			3.00	19,979.76	100.0
1450		GRATE INLET	EA	1.00	2,305.86	2,305.86	1.00	2,305.86			1.00	2,305.86	100.0
1460		WEIR	EA	2.00	22,816.51	45,633.02	2.00	45,633.02			2.00	45,633.02	100.0
1470		RETAINING WALL W/RAILING	LF	227.00	533.56	121,118.12	227.00	121,118.12			227.00	121,118.12	100.0
1480		GRAVITY WALL W/RAILING	LF	226.00	262.93	59,422.18	226.00	59,422.18			226.00	59,422.18	100.0
1490		18" ENDWALL	EA	1.00	1,752.39	1,752.39	1.00	1,752.39			1.00	1,752.39	100.0
1500		24" ENDWALL	EA	7.00	1,825.33	12,777.31	7.00	12,777.31			7.00	12,777.31	100.0
1510		30" ENDWALL	EA	1.00	2,269.70	2,269.70	1.00	2,269.70			1.00	2,269.70	100.0
1520		36" ENDWALL	EA	2.00	2,744.22	5,488.44	2.00	5,488.44			2.00	5,488.44	100.0
1530		42" ENDWALL	EA	2.00	3,555.61	7,111.02	2.00	7,111.02			2.00	7,111.02	100.0
1540		54" ENDWALL	EA	1.00	3,555.67	3,555.67	1.00	3,555.67			1.00	3,555.67	100.0
1550		24" MITERED END SECTION	EA	1.00	3,693.23	3,693.23	1.00	3,693.24			1.00	3,693.24	100.0
1560		38"X60" ENDWALL	EA	1.00	9,599.05	9,599.05	1.00	9,599.05			1.00	9,599.05	100.0

Continued on Next Page

Exhibit C - Page 9 of 16

PROGRESS FROM: 11/21/16 TO: 01/31/17
BILLING NO: 19

INVOICE DATE: January 21, 2017
INVOICE NBR: 2627-19

Item No	Bid Item	Description	DCM	----- Bid -----			----- Previous -----		----- Current -----		----- To Date -----		Pot Comp
				Units	Unit Prc	Contract	Units	Extended	Units	Extended	Units	Extended	
1570		RELOCATE EX STORM STRUCTURE	EA	1.00	5,613.77	5,613.77	1.00	5,613.77			1.00	5,613.77	100.0
1580		MANHOLE 6' DIAMETER	EA	5.00	4,176.76	20,883.80	5.00	20,883.80			5.00	20,883.80	100.0
1590		6" UNDERDRAIN	LF	2,915.00	14.35	41,830.25	2,915.00	41,830.25			2,915.00	41,830.25	100.0
1600		UNDERDRAIN CLEANOUT	EA	58.00	311.98	18,094.84	58.00	18,094.84			58.00	18,094.84	100.0
1610		SPREADER SHALE	LF	156.00	50.43	7,867.08	156.00	7,867.08			156.00	7,867.08	100.0
1620		TEMPORARY SHALE	LF	269.00	3.92	1,054.48	269.00	1,054.48			269.00	1,054.48	100.0
1630		STORM SEWER TESTING	LS	1.00	24,545.35	24,545.35	1.00	24,545.35			1.00	24,545.35	100.0
1640		RIPRAP W/FILTER FABRIC	BT	69.00	110.10	7,596.90	69.00	7,596.90			69.00	7,596.90	100.0
	DRN	SUBT: DRAINAGE				1,116,531.95		1,116,531.96				1,116,531.96	100.0
1710		GENERAL DEMOLITION WORK	LS	1.00	13,662.37	13,662.37	1.00	13,662.37			1.00	13,662.37	100.0
1720		CONSTRUCTION STAKEOUT	LS	1.00	47,855.26	47,855.26	1.00	47,855.25			1.00	47,855.25	100.0
1730		AS-BUILT DRAWINGS	LS	1.00	24,752.72	24,752.72	.90	22,277.45			.90	22,277.45	90.0
1740		PERMANENT CONTROL POINTS	LS	1.00	3,080.34	3,080.34	1.00	3,080.34			1.00	3,080.34	100.0
1750		GEOTECHNICAL TESTING	LS	1.00	158,957.33	158,957.33	1.00	158,957.33			1.00	158,957.33	100.0
1770		BONDING	LS	1.00	49,051.60	49,051.60	1.00	49,051.60			1.00	49,051.60	100.0
1780		2 YEAR WARRANTY BOND	LS	1.00	31,330.00	31,330.00	1.00	31,330.00			1.00	31,330.00	100.0
1790		2" SCH 40 PVC CONDUIT (M&I)	LF	1,500.00	6.32	9,480.00	1,289.00	8,146.48			1,289.00	8,146.48	85.9
1800		4" SCH 40 PVC CONDUIT (M&I)	LF	1,500.00	7.74	11,610.00	1,289.00	9,976.86			1,289.00	9,976.86	85.9
1810		6" SCH 40 PVC CONDUIT (M&I)	LF	1,500.00	9.61	14,415.00	1,289.00	12,387.29			1,289.00	12,387.29	85.9
1820		2" SCH 40 PVC CONDUIT (I)	LF	1,500.00	5.59	8,385.00							
1830		4" SCH 40 PVC CONDUIT (I)	LF	1,500.00	5.59	8,385.00							
1840		6" SCH 40 PVC CONDUIT (I)	LF	1,500.00	5.59	8,385.00							
	GEN	SUBT: GENERAL				389,349.62		356,724.97				356,724.97	91.6
	ORI	TOTAL: ORIGINAL CONTRACT				7,873,210.06		6,659,477.75		226,023.55		6,885,501.30	87.5
1920		CHANGE ORDER #1 ADDITIONAL TREE REMOVAL	LS	.30	31,806.38	9,541.91	.30	9,541.91			.30	9,541.91	100.0
1930		DEDUCT GRAVITY WALL W/RAILING	LF	226.00-	262.93	59,422.18-	226.00-	59,422.18-			226.00-	59,422.18-	100.0
	CO.01	SUBT: CHANGE ORDER #1				49,880.27-		49,880.27-				49,880.27-	100.0
1960		CHANGE ORDER #2 DMP - FERGUSON ENTERPRISES	LS	1.00-	1,311,970.50	1,311,970.50-	.88-	1,154,534.05-			.88-	1,154,534.05-	88.0
1961		DMP - FERGUSON (REVERSAL FIX)	LS	1.00	1,311,970.50	1,311,970.50							
1962		DMP - FERGUSON (DEDUCTION FIX)	LS	1,311,970.50-	1.00	1,311,970.50-	19,683.11-	19,683.11-			19,683.11-	19,683.11-	1.8
1970		DMP - COUNTY MATERIALS	LS	1.00-	232,926.30	232,926.30-	.89-	207,304.41-			.89-	207,304.41-	89.0
1971		DMP - COUNTY MTRL (REVERSAL)	LS	1.00	232,926.30	232,926.30							
1972		DMP - COUNTY MTRL (DEDUCTIONS)	LS	232,926.30-	1.00	232,926.30-	9,343.45-	9,343.45-			9,343.45-	9,343.45-	4.0
1980		DMP - ATLANTIC TNG	LS	1.00-	116,188.23	116,188.23-	.80-	92,950.59-			.80-	92,950.59-	80.0
1981		DMP - ATLANTIC TNG (REVERSAL)	LS	1.00	116,188.23	116,188.23							
1982		DMP - ATLANTIC TNG (DEDUCTION)	LS	116,188.23-	1.00	116,188.23-	4,406.42-	4,406.42-			4,406.42-	4,406.42-	3.8

Continued on Next Page

PROGRESS FROM: 11/21/16 TO: 01/31/17
 BILLING NO: 19

INVOICE DATE: January 21, 2017
 INVOICE NO: 2627-19

Item No	Bid Item	Description	UCM	----- Bid -----			----- Previous -----		----- Current -----		----- To Date -----		Tot Comp
				Units	Unit Price	Contract	Units	Extended	Units	Extended	Units	Extended	
	CO.02	SUBT: CHANGE ORDER #2				1,661,085.03-		1,488,222.03-			1,488,222.03-	89.6	
		CHANGE ORDER #3											
2010		8" FORCEMAIN (DR-18)	LF	2,608.00-	19.83	51,716.64-	2,608.00-	51,716.64-			2,608.00-	51,716.64-	100.0
2020		10" FORCEMAIN (DR-18)	LF	6,173.00-	24.30	150,003.90-	6,173.00-	150,003.90-			6,173.00-	150,003.90-	100.0
2030		16" FORCEMAIN (DR-18)	LF	8,761.00	49.71	435,509.31	8,761.00	435,509.31			8,761.00	435,509.31	100.0
2040		16" FORCEMAIN (DIP)	LF	20.00	78.07	1,561.40	20.00	1,561.40			20.00	1,561.40	100.0
2050		18" HDPE DIRECTIONAL BORE	LF	766.00	158.64	121,518.24	766.00	121,518.24			766.00	121,518.24	100.0
2060		8" HDPE DIRECTIONAL BORE	LF	766.00-	53.83	41,233.78-	766.00-	41,233.78-			766.00-	41,233.78-	100.0
2070		8" GATE VALVE	EA	7.00-	1,482.08	10,374.56-	7.00-	10,374.56-			7.00-	10,374.56-	100.0
2080		10" GATE VALVE	EA	8.00-	2,028.96	16,231.68-	8.00-	16,231.68-			8.00-	16,231.68-	100.0
2090		16" GATE VALVE	EA	15.00	7,520.82	112,812.30	15.00	112,812.30			15.00	112,812.30	100.0
2100		24" GATE VALVE W/ACTUATOR	EA	1.00	44,956.89	44,956.89	1.00	44,956.89			1.00	44,956.89	100.0
2110		16" FM AIR RELEASE VALVE	EA	5.00	8,807.08	44,035.40	5.00	44,035.40			5.00	44,035.40	100.0
2120		10" FM AIR RELEASE VALVE	EA	2.00-	3,946.88	7,893.76-	2.00-	7,893.76-			2.00-	7,893.76-	100.0
2130		8" FM AIR RELEASE VALVE	EA	3.00-	3,946.88	11,840.64-	3.00-	11,840.64-			3.00-	11,840.64-	100.0
2140		10" FM CONNECTION TO EX MH	EA	1.00-	6,014.21	6,014.21-	1.00-	6,014.21-			1.00-	6,014.21-	100.0
2150		CONNECT TO EX 24" FORCEMAIN	EA	1.00	30,964.69	30,964.69	1.00	30,964.69			1.00	30,964.69	100.0
2160		FITTINGS (16" FORCEMAIN)	LS	1.00	60,459.90	60,459.90	1.00	60,459.90			1.00	60,459.90	100.0
2170		FITTINGS (FROM BID)	LS	1.00-	15,560.15	15,560.15-	1.00-	15,560.15-			1.00-	15,560.15-	100.0
	CO.03	SUBT: CHANGE ORDER #3				540,948.81		540,948.82			540,948.82	100.0	
		CHANGE ORDER #4											
		CO.04: EXCAVATION											
2220		SOD MEDIAN (ZOTSLA)	SY	267.00-	4.36	1,164.12-							
		CO.04: IRRIGATION											
2250		6" PVC IRRIGATION MAIN	LF	138.00-	26.96	3,720.48-	138.00-	3,720.48-			138.00-	3,720.48-	100.0
2260		8" PVC IRRIGATION MAIN	LF	466.00	29.62	13,802.92	466.00	13,802.92			466.00	13,802.92	100.0
2270		10" PVC IRRIGATION MAIN	LF	8,712.00-	24.46	213,095.52-	8,712.00-	213,095.52-			8,712.00-	213,095.52-	100.0
2280		12" PVC IRRIGATION MAIN	LF	9,340.00	32.09	299,720.60	9,340.00	299,720.60			9,340.00	299,720.60	100.0
2290		12" HDPE IRRIGATION MAIN	LF	157.00	55.78	8,759.03	157.00	8,759.03			157.00	8,759.03	100.0
2300		12" HDPE DIRECTIONAL BORE	LF	720.00	85.72	61,718.40	720.00	61,718.40			720.00	61,718.40	100.0
2310		10" HDPE DIRECTIONAL BORE	LF	720.00-	64.49	46,432.80-	720.00-	46,432.80-			720.00-	46,432.80-	100.0
2320		42" CASING	LF	86.00	227.53	19,567.58	86.00	19,567.58			86.00	19,567.58	100.0
2330		12" IRRIGATION GATE VALVE	EA	9.00	2,629.70	23,667.30	9.00	23,667.30			9.00	23,667.30	100.0
2340		10" IRRIGATION GATE VALVE	EA	7.00-	2,122.46	14,857.22-	7.00-	14,857.22-			7.00-	14,857.22-	100.0
2350		8" IRRIGATION GATE VALVE	EA	1.00-	1,555.24	1,555.24-	1.00-	1,555.24-			1.00-	1,555.24-	100.0
2360		6" IRRIGATION GATE VALVE	EA	2.00-	1,224.10	2,448.20-	2.00-	2,448.20-			2.00-	2,448.20-	100.0
2370		BLOW-OFF ASSEMBLY	EA	3.00-	2,731.50	8,194.50-	3.00-	8,194.50-			3.00-	8,194.50-	100.0
2380		REUSE MAIN BLOW-OFF	EA	1.00	3,056.31	3,056.31	1.00	3,056.31			1.00	3,056.31	100.0
2390		12" AIR RELEASE VALVE	EA	3.00	2,300.26	6,900.78	3.00	6,900.78			3.00	6,900.78	100.0
2400		AIR RELEASE VALVE	EA	3.00-	2,226.83	6,679.59-	3.00-	6,679.59-			3.00-	6,679.59-	100.0
2410		12" FITTINGS	LS	1.00	63,883.12	63,883.12	1.00	63,883.12			1.00	63,883.12	100.0
2420		FITTINGS	LS	1.00-	37,154.73	37,154.73-	1.00-	37,154.73-			1.00-	37,154.73-	100.0

Continued on Next Page

PROGRESS FROM: 11/21/16 TO: 01/31/17
 BILLING NO: 19

INVOICE DATE: January 21, 2017
 INVOICE NBR: 2627-19

Item No	Bid Item	Description	UCM	----- Bid -----			----- Previous -----		----- Current -----		----- To Date -----		Pct Comp
				Units	Unit Prc	Contract	Units	Extended	Units	Extended	Units	Extended	
2430		4" PVC IRRIGATION MAIN	LF	275.00	16.66	4,581.50	275.00	4,581.50			275.00	4,581.50	100.0
		CO.04: ROADWAY&PAVEMENT											
2460		5' CONCRETE SIDEWALK	SY	6.00	28.29	169.74	6.00	169.74			6.00	169.74	100.0
2470		8' CONCRETE SIDEWALK	SY	36.00	28.29	1,018.44	36.00	1,018.44			36.00	1,018.44	100.0
2480		1" FC-3 FRICTION COURSE	SY	454.00	6.05	2,746.70			454.00	2,746.70	454.00	2,746.70	100.0
2490		2.5" ASPHALT TYPE 2-1	SY	454.00	11.17	5,071.18	454.00	5,071.18			454.00	5,071.18	100.0
2500		10" CEMENT TREATED SHELL BASE	SY	6,944.00	15.87	110,201.28	6,944.00	110,201.28			6,944.00	110,201.28	100.0
2510		12" STABILIZED SUBGRADE	SY	1,112.00	6.93	7,706.16	1,112.00	7,706.16			1,112.00	7,706.16	100.0
2520		TYPE "F" CURB	LF	29.00	10.04	291.16	29.00	291.16			29.00	291.16	100.0
		CO.04: POTABLE WATER											
2550		8" PVC (DR-18) WM	LF	7.00	27.12	189.84	7.00	189.84			7.00	189.84	100.0
2560		10" PVC (DR-18) WM	LF	101.00	37.12	3,749.12	101.00	3,749.12			101.00	3,749.12	100.0
2570		12" PVC (DR-18) WM	LF	18.00	30.31	545.58	18.00	545.58			18.00	545.58	100.0
2580		16" PVC (DR-18) WM	LF	46.00	73.60	3,385.60	46.00	3,385.60			46.00	3,385.60	100.0
2590		16" DIP WM	LF	21.00	79.71	1,673.91	21.00	1,673.91			21.00	1,673.91	100.0
2600		20" STEEL WM CASING	LF	45.00	213.21	9,594.45	45.00	9,594.45			45.00	9,594.45	100.0
2610		16" BUTTERFLY VALVE	EA	2.00	4,177.47	8,354.94	2.00	8,354.94			2.00	8,354.94	100.0
2620		12" GATE VALVE	EA	1.00	2,629.70	2,629.70	1.00	2,629.70			1.00	2,629.70	100.0
2630		10" GATE VALVE	EA	1.00			1.00				1.00		
2640		10" CUT-IN GATE VALVE	EA	1.00	2,730.10	2,730.10	1.00	2,730.10			1.00	2,730.10	100.0
2650		10"XB" TAPPING SLEEVE & VALVE	EA	1.00	1,804.38	1,804.38	1.00	1,804.38			1.00	1,804.38	100.0
2660		16" AIR RELEASE VALVE	EA	2.00	3,832.55	7,665.10	2.00	7,665.10			2.00	7,665.10	100.0
2670		12" AIR RELEASE VALVE	EA	2.00	3,388.24	6,776.48	2.00	6,776.48			2.00	6,776.48	100.0
2680		FIRE HYDRANT ASSEMBLY	EA	6.00	4,907.64	29,445.84	6.00	29,445.84			6.00	29,445.84	100.0
2690		CONNECT TO EXISTING	EA	1.00			1.00				1.00		
2700		WM FITTINGS (REV K)	LS	1.00	62,647.46	62,647.46	1.00	62,647.47			1.00	62,647.47	100.0
2710		POTABLE WM FITTINGS (BID)	LS	1.00	41,587.14	41,587.14	1.00	41,587.14			1.00	41,587.14	100.0
		CO.04: SANITARY SEWER											
2740		8" (DR-26) PVC (8'-10' CUT)	LF	30.00	32.77	983.10	30.00	983.10			30.00	983.10	100.0
2750		8" (DR-26) PVC (10'-12' CUT)	LF	78.00	33.67	2,626.26	78.00	2,626.26			78.00	2,626.26	100.0
2760		8" (DR-26) PVC (12'-14' CUT)	LF	4.00	39.32	157.28	4.00	157.28			4.00	157.28	100.0
2770		8" (DR-26) PVC (14'-16' CUT)	LF	77.00	49.58	3,817.66	77.00	3,817.66			77.00	3,817.66	100.0
2780		8" (DR-26) PVC (16'-18' CUT)	LF	91.00	64.50	5,869.50	91.00	5,869.50			91.00	5,869.50	100.0
2790		6" (DR-18) PVC FORCEMAIN	LF	2.00	33.11	66.22	2.00	66.22			2.00	66.22	100.0
2800		8" (DR-18) PVC FORCEMAIN	LF	49.00	19.83	971.67	49.00	971.67			49.00	971.67	100.0
2810		10" (DR-18) PVC FORCEMAIN	LF	77.00	24.30	1,871.10	77.00	1,871.10			77.00	1,871.10	100.0
2820		6" GATE VALVE	EA	1.00	1,142.76	1,142.76	1.00	1,142.76			1.00	1,142.76	100.0
2830		8" GATE VALVE	EA	4.00	1,482.08	5,928.32	4.00	5,928.32			4.00	5,928.32	100.0
2840		10" GATE VALVE	EA	3.00	2,028.96	6,086.88	3.00	6,086.88			3.00	6,086.88	100.0
2850		10" FM AIR RELEASE VALVE	EA	3.00	3,946.88	11,840.64	3.00	11,840.64			3.00	11,840.64	100.0
2860		8" FM AIR RELEASE VALVE	EA	3.00	3,946.88	11,840.64	3.00	11,840.64			3.00	11,840.64	100.0
2880		SINGLE SANITARY SERVICE	EA	1.00	1,133.35	1,133.35	1.00	1,133.35			1.00	1,133.35	100.0
		CO.04: DRAINAGE											
2910		8" PVC	LF	197.00	31.08	6,122.76	197.00	6,122.76			197.00	6,122.76	100.0

Continued on Next Page

Exhibit C - Page 12 of 16

Item	No	Item	Description	QTY	Unit	Ext	Bid	Contract	Previous	Current	Ext	Comp
2920	18"	RCP	18" RCP	77.00		77.00	5,017.32	77.00	5,017.32			
2930	24"	RCP	24" RCP	168.00		168.00	12,148.08	168.00	12,148.08			
2940	30"	RCP	30" RCP	200.00		200.00	18,634.00	200.00	18,634.00			
2950	48"	RCP	48" RCP	23.00		23.00	3,098.56	23.00	3,098.56			
2960	34"	RCP	34" RCP	46.00		46.00	6,658.96	46.00	6,658.96			
2970	38"	RCP	38" RCP	20.00		20.00	3,697.20	20.00	3,697.20			
2980	DOUBLE	GRADE	DOUBLE GRADE CONTROL STRUCTURE	1.00		1.00	6,659.92	1.00	6,659.92			
2990	REMAINING	WALL	REMAINING WALL W/RAILING	227.00		227.00	121,118.12	227.00	121,118.12			
3000	38"	MANHOLE	38"X60" MANHOLE	1.00		1.00	9,599.05	1.00	9,599.05			
3010	MANHOLE	6'	MANHOLE 6' DIAMETER	1.00		1.00	4,176.76	1.00	4,176.76			
3020	DOUBLE	34"	DOUBLE 34"X33" MANHOLE	1.00		1.00	13,120.73	1.00	13,120.73			
CO-04	SUBT:	CHANGE	SUBT: CHANGE ORDER #4	74,002.57		74,002.57		74,002.57		2,746.70		101.6
3050	CHANGE	ORDER	CHANGE ORDER #5	9,700.90		9,700.90		9,700.90				100.0
3060	ENGINEERING	FOR	ENGINEERING FOR LIGHTING PLANS	1.00		1.00	9,700.90	1.00	9,700.90			100.0
CO-05	SUBT:	CHANGE	SUBT: CHANGE ORDER #5	9,700.90		9,700.90		9,700.90				100.0
3080	CHANGE	ORDER	CHANGE ORDER #6	58.00		58.00	1,640.82	58.00	1,640.82			100.0
3090	MANHOLE	48"	MANHOLE 48"	2.00		2.00	1,485.16	2.00	1,485.16			100.0
4000	1"	RCP	1" RCP SECTION COURSE	892.00		892.00	5,396.60	892.00	5,396.60	5,396.60		100.0
4010	2.5"	ASPHALT	2.5" ASPHALT TYP E S-1	11.17		11.17	9,963.64	11.17	9,963.64			100.0
4020	10"	GRAVEL	10" GRAVEL TREATED SUBLT BASE	14,156.04		14,156.04	6,181.56	14,156.04	6,181.56			100.0
4030	12"	GRAVEL	12" STABILIZED SUBGRADE	6.93		6.93	6,181.56	6.93	6,181.56			100.0
4040	TYPE	"B"	TYPE "B" CURB	70.00		70.00	702.80	70.00	702.80			100.0
4050	RELOCATE	STORM	RELOCATE STORM STRUCTURE #4-6	1.00		1.00	8,286.05	1.00	8,286.05			100.0
4060	REWORK	-	REWORK - REMOVE FILL	9.01		9.01	5,351.94	9.01	5,351.94			100.0
4070	CONSTRUCTION	LAYOUT	CONSTRUCTION LAYOUT	1.00		1.00	260.32	1.00	260.32			100.0
4080	REBUILD	CURB	REBUILD CURB PADS	80.00		80.00	584.00	80.00	584.00			100.0
CO-06	SUBT:	CHANGE	SUBT: CHANGE ORDER #6	49,925.69		49,925.69		49,925.69		5,396.60		100.0
5010	CHANGE	ORDER	CHANGE ORDER #7	3,352.06		3,352.06	1.00	3,352.06	1.00			100.0
5020	MAINTENANCE	OR	MAINTENANCE OR TREATIC	1.00		1.00	5,818.51	1.00	5,818.51			100.0
5030	REMOVE	EXISTING	REMOVE EXISTING ASPHALT	350.00		350.00	549.50	350.00	549.50			100.0
5040	REMOVE	EX	REMOVE EX ASPHALT & BASE	22.93		22.93	7,910.85	22.93	7,910.85			100.0
5050	12"	GRAVEL	12" STABILIZED SUBGRADE	37.59		37.59	12,968.55	37.59	12,968.55			100.0
5060	10"	GRAVEL	10" EDOR CRUSHED CONCRETE	44.94		44.94	15,504.30	44.94	15,504.30			100.0
5070	2.5"	ASPHALT	2.5" TYP E S-1 ASPHALT	26.73		26.73	9,221.85	26.73	9,221.85			100.0
CO-07	SUBT:	CHANGE	SUBT: CHANGE ORDER #7	85,325.61		85,325.61		85,325.61				100.0
CHANGE	ORDER	#8	CHANGE ORDER #8	1,650.00		1,650.00		1,650.00				100.0
5100	SILT	FENCE	SILT FENCE	1.59		1.59	2,623.50	1.59	2,623.50			100.0
CO-08	SUBT:	CHANGE	SUBT: CHANGE ORDER #8	2,623.50		2,623.50		2,623.50				100.0
CO-09	SUBT:	CHANGE	SUBT: CHANGE ORDER #9	2,623.50		2,623.50		2,623.50				100.0
CO-10	SUBT:	CHANGE	SUBT: CHANGE ORDER #10	2,623.50		2,623.50		2,623.50				100.0

[Handwritten mark]

PROGRESS FROM: 11/21/16 TO: 01/31/17
BILLING NO: 19

INVOICE DATE: January 21, 2017
INVOICE NBR: 2527-19

Item No	Bid Item	Description	UCM	Bid			Previous		Current		To Date		Pct Comp	
				Units	Unit Prc	Contract	Units	Extended	Units	Extended	Units	Extended		
5110		FLOATING TURBIDITY BARRIER	LF	445.00	10.23	4,552.35	445.00	4,552.35			445.00	4,552.35	100.0	
5120		CLEARING AND GRUBBING	AC	3.60	9,553.00	34,390.80	3.60	34,390.80			3.60	34,390.80	100.0	
5130		EXCAVATE ONLY, LAKE 1	CY	16,826.00	1.48	24,902.48	16,826.00	24,902.48			16,826.00	24,902.48	100.0	
5140		EXCAVATE ONLY, IRRIGATION LAKE	CY	7,802.00	2.00	15,604.00	7,802.00	15,604.00			7,802.00	15,604.00	100.0	
5150		PLACE AND COMPACT - ONSITE	CY	24,628.00	3.52	86,690.56	24,628.00	86,690.56			24,628.00	86,690.56	100.0	
5160		FINISH GRADING	LS	1.00	16,110.03	16,110.03	1.00	16,110.04			1.00	16,110.04	100.0	
5170		SCD, LAKE BANKS (BANKIA)	SY	1,420.00	1.64	2,328.80	980.00	1,607.20			980.00	1,607.20	69.0	
5180		SCD, MEDIAN (ZOYSIA)	SY	2,345.00	4.36	10,224.20								
5190		SCD, ROW (BANKIA)	SY	6,480.00	4.36	28,252.80	3,948.00	17,213.28			3,948.00	17,213.28	60.9	
5200		SEED AND MULCH	SY	3,625.00	.65	2,356.25								
5210		INLET PROTECTION	LS	1.00	1,758.23	1,758.23	1.00	1,758.23			1.00	1,758.23	100.0	
5220		REPLANT BUFFER RESTORATION	LS	1.00	10,973.80	10,973.80								
CO.08: ROADWAYS & PAVEMENT														
5240		5' CONCRETE SIDEWALK	SY	889.00	29.98	26,652.22	889.00	26,652.22			889.00	26,652.22	100.0	
5250		8' CONCRETE SIDEWALK	SY	1,873.00	29.98	56,152.54	1,873.00	56,152.54			1,873.00	56,152.54	100.0	
5260		HANDICAP RAMP	EA	3.00	778.48	2,335.44	3.00	2,335.44			3.00	2,335.44	100.0	
5270		1" FC-3 FRICTION COURSE	SY	9,860.00	6.13	60,441.80			6,000.00	36,780.00	6,000.00	36,780.00	60.9	
5280		2.5" TYPE S-1 ASPHALT	SY	9,860.00	11.37	112,108.20	9,860.00	112,108.20			9,860.00	112,108.20	100.0	
5290		10" CEMENT TREATED SHELL BASE	SY	9,860.00	16.04	158,154.40	9,860.00	158,154.40			9,860.00	158,154.40	100.0	
5300		12" STABILIZED SUBGRADE	SY	11,775.00	7.01	82,842.75	11,775.00	82,842.75			11,775.00	82,842.75	100.0	
5310		TYPE F CURB	LF	2,900.00	10.98	31,842.00	2,900.00	31,842.00			2,900.00	31,842.00	100.0	
5320		TYPE F-MOD CURB	LF	2,717.00	8.70	23,637.90	2,717.00	23,637.90			2,717.00	23,637.90	100.0	
5330		SIGNAGE	LS	1.00	5,134.65	5,134.65	1.00	5,134.65			1.00	5,134.65	100.0	
5340		STRIPING (TEMPORARY PAINT)	LS	1.00	1,965.52	1,965.52			.50	982.76	.50	982.76	50.0	
5350		STRIPING (THERMOPLASTIC)	LS	1.00	7,708.29	7,708.29								
CO.08: DRAINAGE														
5370		15" RCP	LF	246.00	43.29	10,649.34	246.00	10,649.34			246.00	10,649.34	100.0	
5380		18" RCP	LF	530.00	65.16	34,534.80	530.00	34,534.80			530.00	34,534.80	100.0	
5390		24" RCP	LF	110.00	72.31	7,954.10	110.00	7,954.10			110.00	7,954.10	100.0	
5400		36" RCP	LF	14.00	176.53	2,471.42	14.00	2,471.42			14.00	2,471.42	100.0	
5410		FDOT TYPE 6 INLET	EA	20.00	4,617.55	92,351.00	20.00	92,351.00			20.00	92,351.00	100.0	
5420		TYPE 6 CONTROL STRUCTURE	EA	1.00	4,441.46	4,441.46	1.00	4,441.46			1.00	4,441.46	100.0	
5430		12' X10' BOX CULVERT & WALLS	LF	285.00	2,211.49	630,274.65	285.00	630,274.65			285.00	630,274.65	100.0	
5440		24" ENDWALL	EA	2.00	1,625.33	3,650.66	2.00	3,650.66			2.00	3,650.66	100.0	
5450		MANHOLE 6' DIAMETER	EA	1.00	4,176.76	4,176.76	1.00	4,176.76			1.00	4,176.76	100.0	
5460		6" UNDERDRAIN	LF	578.00	14.50	8,381.00	578.00	8,381.00			578.00	8,381.00	100.0	
5470		UNDERDRAIN CLEANOUT	EA	12.00	311.98	3,743.76	12.00	3,743.76			12.00	3,743.76	100.0	
5480		STORM SEWER TESTING	LS	1.00	5,311.88	5,311.88	1.00	5,311.88			1.00	5,311.88	100.0	
5490		RIPRAP W/FABRIC	SY	80.00	110.10	8,808.00	80.00	8,808.00			80.00	8,808.00	100.0	
CO.08: GENERAL														
5510		CONSTRUCTION STAKE-OUT	LS	1.00	10,070.54	10,070.54	1.00	10,070.53			1.00	10,070.53	100.0	
5520		ASBUILT DRAWINGS	LS	1.00	2,517.64	2,517.64	.50	1,258.82		.40	1,007.06	.90	2,265.88	90.0
5530		GEOTECHNICAL TESTING AND MOB	LS	1.00	58,246.87	58,246.87	1.00	58,246.87			1.00	58,246.87	100.0	
CO.08 SUBT: CHANGE ORDER #8						1,697,024.39	1,590,337.59		38,749.82		1,629,107.41		96.0	

Continued on Next Page

Exhibit C - Page 14 of 16

Item	No	Hid Item	Description	QTY	Bid	Unit Price	Contract	Previous	Current	Extended	Unit Price	Extended	Comp
5610	IS		CO-09: ADD 8" IRRIGATION MAIN	1.00	5,721.38	5,721.38	5,721.38	1.00	1.00	5,721.38	1.00	5,721.38	100.0
5620	IS		MODIFY CHECK VALVE BOX	1.00	4,960.98	4,960.98	4,960.98	1.00	1.00	4,960.98	1.00	4,960.98	100.0
5630	CT		RAMP TO GARWOOD DRIVE	11,640.00	2.32	29,332.80	29,332.80	13,640.00	11,640.00	29,332.80	2.32	29,332.80	100.0
5640	CT		RAMP TO FRED BERR ROAD PROJECT	26,460.00	2.32	66,679.20	66,679.20	26,460.00	26,460.00	66,679.20	2.32	66,679.20	100.0
5650	IS		REMOVE STRUCTURE S-13	1.00	1,662.00	1,662.00	1,662.00	1.00	1.00	1,662.00	1.00	1,662.00	100.0
5660	IS		ADD IRR TIE-IN AT 179+00	1.00	16,464.00	16,464.00	16,464.00	1.00	1.00	16,464.00	1.00	16,464.00	100.0
5670	IS		ADD IRR STRUCTURE AT 169+75	1.00	7,928.44	7,928.44	7,928.44	1.00	1.00	7,928.44	1.00	7,928.44	100.0
5680	IS		ADD 12" CHECK VALVE AT 178+80	1.00	6,943.48	6,943.48	6,943.48	1.00	1.00	6,943.48	1.00	6,943.48	100.0
5690	IS		ADD CONC VALVE FOR CHECK VALVE	1.00	3,859.68	3,859.68	3,859.68	1.00	1.00	3,859.68	1.00	3,859.68	100.0
5710	IS		GEOTECHNICAL TESTING & MCB	1.00	7,065.59	7,065.59	7,065.59	1.00	1.00	7,065.59	1.00	7,065.59	100.0
5720	IS		CONSTRUCTION STAKE-OUT	1.00	1,786.49	1,786.49	1,786.49	1.00	1.00	1,786.49	1.00	1,786.49	100.0
5730	IS		AS-BUILT DRAWINGS	1.00	3,684.64	3,684.64	3,684.64	1.00	1.00	3,684.64	1.00	3,684.64	100.0
5740	IS		8" PVC (SR-18) IRR MAIN	5,360.00	24.18	129,504.80	129,504.80	4,810.00	4,810.00	116,308.80	24.18	116,308.80	100.0
5750	IS		8" DI 21/8" RE STORM CROSSING	40.00	76.77	3,070.80	3,070.80	40.00	40.00	3,070.80	76.77	3,070.80	100.0
5760	IS		10" BDRS DIRECTIONAL DRILL	95.00	110.19	10,468.05	10,468.05	95.00	95.00	10,468.05	110.19	10,468.05	100.0
5770	EA		10" IRRIGATION VALVE	2.00	2,183.96	4,367.92	4,367.92	2.00	2.00	4,367.92	2,183.96	4,367.92	100.0
5780	EA		8" IRRIGATION GATE VALVE	4.00	1,621.04	6,484.16	6,484.16	4.00	4.00	6,484.16	1,621.04	6,484.16	100.0
5790	IS		FITTINGS	1.00	6,163.28	6,163.28	6,163.28	1.00	1.00	6,163.28	6,163.28	6,163.28	100.0
5800	EA		2" POINT OF CONNECTION	7.00	1,439.07	10,073.49	10,073.49	7.00	7.00	10,073.49	1,439.07	10,073.49	100.0
5810	EA		CUT-IN TEE TO EX 10" MAIN	1.00	4,646.72	4,646.72	4,646.72	1.00	1.00	4,646.72	4,646.72	4,646.72	100.0
5820	EA		RESTRAIN EXISTING 10" MAIN	10.00	754.29	7,542.90	7,542.90	10.00	10.00	7,542.90	754.29	7,542.90	100.0
5830	IS		PRESSURE TEST	1.00	2,569.92	2,569.92	2,569.92	1.00	1.00	2,569.92	2,569.92	2,569.92	100.0
5909	CO-10		CO-10: ADDITIONAL WORK	1.00	31,327.33	31,327.33	31,327.33	1.00	1.00	31,327.33	31,327.33	31,327.33	100.0
5910	IS		ADD FILL & MEDIAN & ADJ ARV, CV	1.00	1,759.43	1,759.43	1,759.43	1.00	1.00	1,759.43	1,759.43	1,759.43	100.0
5915	IS		EXCHANGE LANE 1 & FILL TO GAS	1.00	34,333.20	34,333.20	34,333.20	1.00	1.00	34,333.20	34,333.20	34,333.20	100.0
5916	IS		INSTALL (REMOVE) FOR MEDIAN	1.00	2,610.17	2,610.17	2,610.17	1.00	1.00	2,610.17	2,610.17	2,610.17	100.0
5917	IS		INSTALL ADDITIONAL MIRRAP	1.00	76,268.00	76,268.00	76,268.00	1.00	1.00	76,268.00	76,268.00	76,268.00	100.0
5918	IS		REMOVE FILL RE-ROADS (REMOVE P&I)	1.00	16,892.28	16,892.28	16,892.28	1.00	1.00	16,892.28	16,892.28	16,892.28	100.0
5919	IS		CONDUIT CROSSINGS	1.00	10,246.80	10,246.80	10,246.80	1.00	1.00	10,246.80	10,246.80	10,246.80	100.0
5920	IS		ADD SIGNS/STRIPS RE ROAD	1.00	920.00	920.00	920.00	1.00	1.00	920.00	920.00	920.00	100.0
5921	IS		WRITE MARK/POLE RE MISC WORK	1.00	80,333.59	80,333.59	80,333.59	1.00	1.00	80,333.59	80,333.59	80,333.59	100.0
5922	CO-10		SUBT: CHANGE ORDER #10		254,690.80	254,690.80	254,690.80			254,690.80		254,690.80	89.0
5923	CO-09		SUBT: CHANGE ORDER #9		341,079.77	341,079.77	341,079.77			341,079.77		341,079.77	96.1
5924	CO-10		CO-10: ADDITIONAL WORK	1.00	31,327.33	31,327.33	31,327.33	1.00	1.00	31,327.33	31,327.33	31,327.33	100.0
5925	IS		MOIFY SEE 88-W-42	1.00	1,759.43	1,759.43	1,759.43	1.00	1.00	1,759.43	1,759.43	1,759.43	100.0
5926	IS		EXCHANGE LANE 1 & FILL TO GAS	1.00	34,333.20	34,333.20	34,333.20	1.00	1.00	34,333.20	34,333.20	34,333.20	100.0
5927	IS		INSTALL ADDITIONAL MIRRAP	1.00	76,268.00	76,268.00	76,268.00	1.00	1.00	76,268.00	76,268.00	76,268.00	100.0
5928	IS		REMOVE FILL RE-ROADS (REMOVE P&I)	1.00	16,892.28	16,892.28	16,892.28	1.00	1.00	16,892.28	16,892.28	16,892.28	100.0
5929	IS		CONDUIT CROSSINGS	1.00	10,246.80	10,246.80	10,246.80	1.00	1.00	10,246.80	10,246.80	10,246.80	100.0
5930	IS		ADD SIGNS/STRIPS RE ROAD	1.00	920.00	920.00	920.00	1.00	1.00	920.00	920.00	920.00	100.0
5931	IS		WRITE MARK/POLE RE MISC WORK	1.00	80,333.59	80,333.59	80,333.59	1.00	1.00	80,333.59	80,333.59	80,333.59	100.0
5932	CO-10		SUBT: CHANGE ORDER #10		226,574.04	226,574.04	226,574.04			226,574.04		226,574.04	89.0
5933	CO-09		SUBT: CHANGE ORDER #9		327,780.77	327,780.77	327,780.77			327,780.77		327,780.77	96.1
5934	CO-10		CO-10: ADDITIONAL WORK	1.00	31,327.33	31,327.33	31,327.33	1.00	1.00	31,327.33	31,327.33	31,327.33	100.0
5935	IS		MOIFY SEE 88-W-42	1.00	1,759.43	1,759.43	1,759.43	1.00	1.00	1,759.43	1,759.43	1,759.43	100.0
5936	IS		EXCHANGE LANE 1 & FILL TO GAS	1.00	34,333.20	34,333.20	34,333.20	1.00	1.00	34,333.20	34,333.20	34,333.20	100.0
5937	IS		INSTALL ADDITIONAL MIRRAP	1.00	76,268.00	76,268.00	76,268.00	1.00	1.00	76,268.00	76,268.00	76,268.00	100.0
5938	IS		REMOVE FILL RE-ROADS (REMOVE P&I)	1.00	16,892.28	16,892.28	16,892.28	1.00	1.00	16,892.28	16,892.28	16,892.28	100.0
5939	IS		CONDUIT CROSSINGS	1.00	10,246.80	10,246.80	10,246.80	1.00	1.00	10,246.80	10,246.80	10,246.80	100.0
5940	IS		ADD SIGNS/STRIPS RE ROAD	1.00	920.00	920.00	920.00	1.00	1.00	920.00	920.00	920.00	100.0
5941	IS		WRITE MARK/POLE RE MISC WORK	1.00	80,333.59	80,333.59	80,333.59	1.00	1.00	80,333.59	80,333.59	80,333.59	100.0
5942	CO-10		SUBT: CHANGE ORDER #10		226,574.04	226,574.04	226,574.04			226,574.04		226,574.04	89.0
5943	CO-09		SUBT: CHANGE ORDER #9		327,780.77	327,780.77	327,780.77			327,780.77		327,780.77	96.1
5944	CO-10		CO-10: ADDITIONAL WORK	1.00	31,327.33	31,327.33	31,327.33	1.00	1.00	31,327.33	31,327.33	31,327.33	100.0
5945	IS		MOIFY SEE 88-W-42	1.00	1,759.43	1,759.43	1,759.43	1.00	1.00	1,759.43	1,759.43	1,759.43	100.0
5946	IS		EXCHANGE LANE 1 & FILL TO GAS	1.00	34,333.20	34,333.20	34,333.20	1.00	1.00	34,333.20	34,333.20	34,333.20	100.0
5947	IS		INSTALL ADDITIONAL MIRRAP	1.00	76,268.00	76,268.00	76,268.00	1.00	1.00	76,268.00	76,268.00	76,268.00	100.0
5948	IS		REMOVE FILL RE-ROADS (REMOVE P&I)	1.00	16,892.28	16,892.28	16,892.28	1.00	1.00	16,892.28	16,892.28	16,892.28	100.0
5949	IS		CONDUIT CROSSINGS	1.00	10,246.80	10,246.80	10,246.80	1.00	1.00	10,246.80	10,246.80	10,246.80	100.0
5950	IS		ADD SIGNS/STRIPS RE ROAD	1.00	920.00	920.00	920.00	1.00	1.00	920.00	920.00	920.00	100.0
5951	IS		WRITE MARK/POLE RE MISC WORK	1.00	80,333.59	80,333.59	80,333.59	1.00	1.00	80,333.59	80,333.59	80,333.59	100.0
5952	CO-10		SUBT: CHANGE ORDER #10		226,574.04	226,574.04	226,574.04			226,574.04		226,574.04	89.0
5953	CO-09		SUBT: CHANGE ORDER #9		327,780.77	327,780.77	327,780.77			327,780.77		327,780.77	96.1
5954	CO-10		CO-10: ADDITIONAL WORK	1.00	31,327.33	31,327.33	31,327.33	1.00	1.00	31,327.33	31,327.33	31,327.33	100.0
5955	IS		MOIFY SEE 88-W-42	1.00	1,759.43	1,759.43	1,759.43	1.00	1.00	1,759.43	1,759.43	1,759.43	100.0
5956	IS		EXCHANGE LANE 1 & FILL TO GAS	1.00	34,333.20	34,333.20	34,333.20	1.00	1.00	34,333.20	34,333.20	34,333.20	100.0
5957	IS		INSTALL ADDITIONAL MIRRAP	1.00	76,268.00	76,268.00	76,268.00	1.00	1.00	76,268.00	76,268.00	76,268.00	100.0
5958	IS		REMOVE FILL RE-ROADS (REMOVE P&I)	1.00	16,892.28	16,892.28	16,892.28	1.00	1.00	16,892.28	16,892.28	16,892.28	100.0
5959	IS		CONDUIT CROSSINGS	1.00	10,246.80	10,246.80	10,246.80	1.00	1.00	10,246.80	10,246.80	10,246.80	100.0
5960	IS		ADD SIGNS/STRIPS RE ROAD	1.00	920.00	920.00	920.00	1.00	1.00	920.00	920.00	920.00	100.0
5961	IS		WRITE MARK/POLE RE MISC WORK	1.00	80,333.59	80,333.59	80,333.						



Stantec Consulting Services Inc.
6900 Professional Parkway East
Sarasota FL 34240-8414
Tel: (941) 907-6900
Fax: (941) 907-6910

July 8, 2015

Via: Hand Delivery and E-Mail (rex.jensen@smranch.com)

File: 215612115

Lakewood Ranch Stewardship District
14400 Covenant Way
Lakewood Ranch, FL 34202

Attn: **Mr. Rex Jensen**
Chairman of the Board

Reference: **Change Order No. 15 Under Specific Authorization No. 37**
White Eagle Boulevard Phase 3

Dear Mr. Jensen:

As requested by the Lakewood Ranch Stewardship District and Manatee County, Stantec is requesting approval for the following scope and fee as follows:

New Task 235 Construction Plan Modification

Stantec has modified the construction plans for the subject project to upsize the sanitary sewer force main to include additional flows from north of State Road 64. This requested additional work includes the modification of the construction plans, upsize cost analysis and coordination with Manatee County Utility staff. We propose to perform this work for a fixed fee of \$ 4,800

S.A. Contract to Date	\$ 314,850
Increase this Change Order	\$ <u>4,800</u>
New Contract Sum	\$ 319,650

Stantec Consulting Services Inc.

Lakewood Ranch Stewardship District

6900 Professional Parkway East

14400 Covenant Way

Sarasota, FL 34240

Lakewood Ranch, FL 34202

By *[Signature]*

By

Date 7-8-15

Date

By *[Signature]*

Date 7/8/15

Design with community in mind

APPROVED in Open Session
06/12/2018
**Manatee County Board of County
Commissioners**

Manatee County Government Administrative Center
Commission Chambers, First Floor
9:00 a.m. - June 12, 2018

June 12, 2018 - Regular Meeting
Agenda Item #64

Subject

White Eagle Wastewater Utility Participation Agreement with Lakewood Ranch Stewardship District

Briefings

None

Contact and/or Presenter Information

Sia Mollanazar, P.E, County Engineer, Deputy Director-Engineering Services, Public Works Department, Ext. 7487

Action Requested

Authorization for the County Administrator to execute the White Eagle Wastewater Utility Participation Agreement with Lakewood Ranch Stewardship District, a local unit of special-purpose government established pursuant to Chapter 2005-338, Laws of Florida, and located in Sarasota and Manatee Counties, Florida.

Adoption of Budget Amendment Resolution B-18-081 for transfer of \$579,000 from reserves in the Sewer Facility Investment Fees to fund the White Eagle Force Main project.

Enabling/Regulating Authority

Policy 9.2.3.3 of the Manatee County Comprehensive Plan authorizes the County to pay for the cost of additional materials necessary for oversizing any component of the wastewater collection system where a development is required to increase system capacity greater than required by a proposed project.

Background Discussion

Manatee County Wastewater Master Plan (transmission distribution) for sewer system piping identifies the future force main needs for the area and specifically along Rye Road.

In mid-2014, during the review of several newly proposed developments along Rye Road, as well as proposed developments south of S.R. 64 at Rye Road and including the existing pre-approved developments not fully built out in the area, it was determined that the existing force main pipeline on Rye Road was almost at capacity. Lakewood Ranch Stewardship District (LWR) was constructing White Eagle Boulevard, along with the developments abutting the roadway. Florida Department of Transportation (FDOT) was proceeding with its new local administration office complex located off White Eagle Blvd and south of S.R. 64. Furthermore, the new water treatment process at the Lake Manatee Water Treatment Plant requires dedicated force main to serve their need for water treatment backwash process.

To address the deficiencies of the existing force main on Rye Road, Manatee County entered into private/public partnerships with several developments along Rye Road north of S.R.64 for the installation of

new force main. This new force main served to address the immediate sewer service needs along with implementing the infrastructure improvements needed in the area, in accordance with the Master Plan.

This new force main pipeline was designed by Manatee County to collect sewer discharge from all development along Rye Road and convey the sewage across S.R.64 to a newly proposed force main pipe line to be constructed along White Eagle Boulevard by Lakewood Ranch.

As stated earlier, LWR was in design and construction of White Eagle Boulevard. The objective was to install an oversized force main pipe line that would accommodate the developments in the LWR community along White Eagle and the FDOT Administration complex and receive flows from the new Rye Road force main pipe serving the existing developments, proposed development, and water treatment plant.

In successful private and public partnerships, the Board of County Commissioners executed multiple agreements with the developers of property along Rye Road, for either monetary or actual construction work for the completion of the Rye Road sewer pipeline. Concurrently, Lakewood Ranch as usual had stepped up to the plate and in close coordination with staff had designed the White Eagle force main and had agreed to carry it to construction.

As part of this needed upgrade to the sewage pipeline system, staff reviewed and approved the White Eagle Force Main plan design which included upsizing of the force main pipeline. On July 15, 2015, Public Works Staff reviewed and approved the related cost estimate for entering into the public/private partnership and execution of a participation agreement between LWR and Manatee County for the construction and upsizing of the White Eagle Boulevard force main.

All sewer force main along Rye Road, across S.R. 64, and finally the White Eagle 16-inch force main have been successfully constructed, at a substantial savings to the County. All development along Rye Road, along White Eagle Boulevard, south of S.R. 64, and the FDOT Administration Complex were able to meet their scheduled grand opening. These multiple private entities and public partnerships were an immense success story.

This project consisted of installation of 8,781 feet of 16-inch force main with 766 of 16-inch directional drill with all miscellaneous air release valves, fittings, and gate valves. The County's portion of the project was \$540,948.81 out of a total project cost to Lakewood Ranch of \$851,813.13. During the construction there was a \$4,800.00 change order that raised the County's final share to \$545,748.81.

Recently, we received a draft agreement from Lakewood Ranch for the work that was contracted in 2015 and constructed and accepted by the County in 2016. The agreement has been reviewed by the County Attorney's Office and County Staff and found acceptable and consistent with the agreed reimbursement amounts back on July 15, 2015, correspondence.

Budget Amendment B-18-081 appropriates \$579,000 from Sewer Facility Investment Fee (FIF) Reserves to fund the Utility Participation Agreement for White Eagle Force Main.

County Attorney Review

Formal Written Review (Opinion memo must be attached)

Explanation of Other

Reviewing Attorney
Clague

Instructions to Board Records

Sent interoffice 06/13/2018

Please return the executed, original Participation Agreements and Budget Amendment to the Public Works Department, attention Sia Mollanazar, P.E., County Engineer, Deputy Director-Engineering Services.

Please call Sia Mollanazar, P.E., at 941-708-7487 and he will arrange pick-up of the signed original documents.

Cost and Funds Source Account Number and Name

\$545,748.81 total reimbursement; Account #406-6095280-534000

Amount and Frequency of Recurring Costs

\$0

Attachment: [DOCS - #524374-v3 - Manatee County Utility Participation Agreement \(Forcemain Upsizing\) - LWRSD - Final Edit.pdf](#)

Attachment: [White Eagle Force Main; Utility Participation Agreement; RLS-2018-0076 CAO Comments & Redlines 06012018.pdf](#)

Attachment: [B-18-081 Budget Amendment for the White Eagle Force Main Project - 06072018.pdf](#)

Attachment: [White Eagle Wastewater UTILITY PARTICIPATION AGREEMENT & Exhibits A, B, & C - partially executed by LWR 06052018.pdf](#)

From: [William Clague](#)
To: [Sia Mollanazar](#)
Subject: RE: White Eagle Force Main; Utility Participation Agreement; RLS-2018-0076
Date: Friday, June 01, 2018 1:28:09 PM

Sia:

I have no objection to the redlined changes.

Bill.

From: Sia Mollanazar
Sent: Friday, June 01, 2018 1:24 PM
To: William Clague <william.clague@mymanatee.org>
Subject: FW: White Eagle Force Main; Utility Participation Agreement; RLS-2018-0076

Bill

We got the clean edited agreement by Johnathon (lwr) based on your red line.
Couple of spot he removed words that was not part of your redline. I put it back in.

We changed "utility Improvement" to "Force main Improvement"

I added the recital B and C hoping it could answer your question mark about "project"

Basically we are calling " the property " to be legal description of LDA and calling the subject of LDA to be "the project" which is construct and dedicate white Eagle from 44th ave to north SR 64

Let me know if your are good with this or needs more help. We are going for June 12th

Sincerely

Sia Mollanazar, PE , County Engineer
Deputy Director
Engineering Services Division
Manatee County Public Works
1022 26th Ave East
Bradenton, Fl. 34208
941-708-7487

From: William Clague
Sent: Friday, February 23, 2018 1:41 PM
To: Sia Mollanazar <sia.mollanazar@mymanatee.org>
Cc: Mitchell Palmer <mitchell.palmer@mymanatee.org>; Alex Nicodemi <alex.nicodemi@mymanatee.org>; Dan Schlandt <dan.schlandt@mymanatee.org>; Cheri Coryea <cheri.coryea@mymanatee.org>; John Osborne <john.osborne@mymanatee.org>; Robert Brown <rob.brown@mymanatee.org>; Mike Gore <mike.gore@mymanatee.org>; Juliet Shepard

[<juliet.shepard@mymanatee.org>](mailto:juliet.shepard@mymanatee.org)

Subject: White Eagle Force Main; Utility Participation Agreement; RLS-2018-0076

Sia:

Pursuant to the above Request for Legal Services, you have asked this office to review the above referenced Agreement for the construction of utility improvements. I provide the following legal advice in response:

1. Attached is a marked draft of the Agreement reflecting my suggested changes, most of which are limited to correcting minor punctuation errors. The Agreement generally follows a form this office and the County have accepted in similar transactions.
2. I have flagged numerous references to the "Project". The Agreement defines this term as the road construction project for White Eagle Boulevard. The Agreement uses a form that is intended for private owners of development "projects". Many of the provisions using the term "Project" relate to private development, rather than the construction of a road by a public district. Please ask the District's counsel to remove or revise these provisions to suit this transaction, per the District's intent. Please provide me with a redline that shows these changes before scheduling the Agreement for Board approval.

There were no specific legal issues raised in the RLS. Therefore, I have limited my review to identifying legal issues that could give rise to claim or case against the County. I express no opinion as to the business judgment of entering into the Agreement.

Subject to the inclusion of my suggested changes and the resolution of any business issues raised by staff, I have no objection from a legal standpoint to the Agreement being considered by the Board.

This concludes my response to the RLS. Please let me know if you have any questions or concerns.

Bill Clague
Assistant County Attorney
Manatee County, Florida
ph. 941-745-3750
fx. 941-749-3089
william.clague@mymanatee.org

UTILITY PARTICIPATION AGREEMENT

THIS UTILITY PARTICIPATION AGREEMENT (“Agreement”) is made and entered into by and between **MANATEE COUNTY**, a political subdivision of the State of Florida (“Manatee County” or “County”) and **LAKWOOD RANCH STEWARDSHIP DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 2005-338, Laws of Florida, and located in Sarasota and Manatee Counties, Florida, whose address is 12051 Corporate Boulevard, Orlando, Florida 32817 (“District”).

RECITALS

A. The District is owner of certain real property located in Manatee County, Florida, legally described in **Exhibit “A”**, attached hereto and incorporated herein (the “Property”); and

B. The District has previously submitted to County a plan for construction of White Eagle Boulevard, Phase III (the “Project”); and

C. The District desires to connect the Project to the County’s waste water collection/conveyance system for the benefit of the Project; and

D. The County desires to upgrade and address the immediate force main capacity deficiencies within the sewer shed that the District property is located; *and*

E. The proposed force main upgrade design and installation by the District would address the immediate capacity needs for previously County approved development offsite from the District property and would facilitate the scheduled opening of the new FDOT administration complex off White Eagle Blvd; *and*

F. The District and County staff worked on fast tracking the design and construction of force main, construction cost estimates; *and*

DG. Subject to receiving reimbursement from the County as provided herein, the District has constructed certain force main improvement utility improvements (the “Utility Improvements”), more particularly described herein, and depicted in Change Orders No. 3 and 15, attached hereto as part of **Exhibit “B”** and incorporated herein by reference (the “Scope of Work”); and

EH. The County has previously certified the Project for use, including the Utility Improvements; and

FJ. Pursuant to the County’s request, the Utility Improvements depicted in the Scope of Work exceed the capacity required by the proposed Project; and

GJ. Policy 9.2.3.3. of the Manatee County Comprehensive Plan authorizes the County to pay for the cost of additional materials necessary for oversizing any component of the wastewater collection/conveyance system where a development is required to increase system

in which

will

5

?

?

capacity greater than that required by a proposed project; and

HK. The County hereby agrees to participate in the actual costs of the Utility Improvements and acknowledges those funds to be paid to the District; and

HL. The District and the County have reviewed and approved the pre construction cost estimates and the Invoice, attached hereto as **Exhibit "C"** and incorporated herein by reference (the "Invoice"), and enter into this Agreement with the understanding that such Invoice is an accurate depiction of the actual costs of the Utility Improvements as set forth herein and consistent with the previously approved cost estimates.; and

J. The parties desire to memorialize their agreement in writing, all as more fully set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein.

2. District's Obligations. The District has provided and furnished all services necessary for the construction of the Utility Improvements, pursuant to the Scope of Work and subject to the following conditions:

- (a) The District has designed, engineered, permitted, and constructed the Utility Improvements within or adjacent to the Project in accordance with the Scope of Work attached hereto as **Exhibit "B"**. There have been no substantial deviations from the Scope of Work relative to the construction of the Utility Improvements. District's engineer, STANTEC CONSULTING SERVICES, INC., is acceptable to County, ~~who~~ ^{Land} has or shall sign, seal, and date the certification of completed construction and as-built record drawings pertaining to the Utility Improvements.
- (b) The District has engaged in a competitive solicitation process relative to the construction of the Project, including the Utility Improvements, with the contract award to the lowest responsive, responsible bidder where the number of qualified bids was at least three (3). Based on such competitive solicitation, the District selected its primary construction contractor, Woodruff & Sons, Inc., and entered into a contract for construction of the Project, including the Utility Improvements.
- (c) The District has prepared and maintained complete and accurate books of account and records as to all costs of the Utility Improvements, which books of account and records shall be kept and maintained in accordance with generally accepted industry standards, consistently applied, and the District shall promptly supply to the County detailed documentation of actual costs or other information reasonably deemed necessary by the County, upon written request by the County.
- (d) The District's engineer of record has or shall prepare and provide to the County

the certification of completed construction and the as-built record drawings.

3. County Reimbursement. The County shall reimburse the District for the actual costs (the "Costs") incurred for construction of the Utility Improvements as shown on Exhibit "C", subject to the following conditions:

(a) The County's obligation to reimburse the District for the Costs of the Utility Improvements shall be Five Hundred Forty Five Thousand Seven Hundred Forty Eight Dollars and Eighty One Cents (\$545,748.81).

(b) Upon the execution of this Agreement, the District shall submit to the Deputy Director of Engineering Services, Public Works Department (the "County Representative") the Invoice for payment made by the District relative to the Costs. Such Invoice shall (i) identify all Costs funded by District for which reimbursement is requested; and (ii) include detailed invoices and documentation acceptable to Manatee County, to include pay requests, canceled checks, wire transfer instructions and other verification reasonably necessary to identify all Costs incurred and funded by District. The invoice ~~will~~ also include proof of payment to the contractors who provided the services. *shall*

(c) The County shall reimburse the District for the Costs incurred as set forth herein and in the Invoice, all in accordance with this Agreement. The County shall process and pay invoices in accordance with the Local Government Prompt Payment Act (Sections 218.70-218.74, Florida Statutes), which generally requires payment for non-disputed amounts within twenty five (25) business days of submittal. On or before the end of such twenty-five (25) day period, the County Representative shall advise District of any amount in dispute. Payment for any undisputed amount shall be made, and all unpaid disputed amounts shall be handled, in accordance with the Local Government Prompt Payment Act. *shall*

4. Impact Fees. District specifically agrees that there ~~will~~ be no impact fee credits requested or provided to the District for the Utility Improvements constructed pursuant to this Agreement, and that the builders within the Project ~~will~~ pay all impact fees otherwise associated with buildings within the Project. *or any other party*

5. No General Obligation. The obligations of the County set forth herein shall not be construed to be or constitute general obligations, debts or liabilities of the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, or to result in a pledge of or lien upon any revenues of the County.

6. Indemnity. District shall indemnify, save and hold harmless Manatee County, its officers, agents and employees, from and against all suits, actions, claims, demands, costs, penalties, fines or liability or any nature whatsoever arising out of, because of, or due to any act or occurrence of omission or commission of District, ~~their~~ consultants, contractors, officers, agents or employees, in the performance of this Agreement. Neither District, or ~~its~~ consultants, contractors, nor any of their officers, agents or employees, will be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused or resulting from the overt actions and/or negligence of Manatee County, its officers, agents or employees. *its*

If to District	with a copy to:
Lakewood Ranch Stewardship District	Hopping Green & Sams, P.A.
12051 Corporate Boulevard	119 S. Monroe Street, Suite 300
Orlando, Florida 32817	Tallahassee, Florida 32301
Attn: District Manager	Attn: Jonathan T. Johnson

11. No Development Rights Conferred. The parties understand, acknowledge and agree that no approval is given hereby for any development of the Project. Nothing contained in this Agreement shall (i) create any development rights in favor of District; (ii) create, or otherwise acknowledge the existence of, any vested development rights by reason of estoppel, detrimental reliance, or otherwise; or (iii) authorize, permit, or otherwise allow any construction and/or development of or on any other property unless separately approved by the Board of County Commissioners pursuant to County Ordinances. All land use authorizations, development and construction rights and authorizations, shall be obtained upon proper application and in compliance with all standards and requirements of the Manatee County Comprehensive Plan, the Manatee County Land Development Code, any approved general development plan, preliminary or final site plan, and all conditions or stipulations thereto.

12. No Assignment. District shall not be authorized to assign this Agreement, or any portion hereof, without the prior written consent of Manatee County, which consent may be withheld in Manatee County's solely exercised discretion. Provided, however, the County specifically understands that the rights obtained by the District under the County land use approvals of the Project may be assigned to a subsequent developer or assignee of all or a portion of the Project without the County's consent.

13. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and no right or cause for action shall accrue, to by reason hereof, or for the benefit of any third party not a party hereto.

14. Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

15. Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

16. Headings. The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.