



June 2, 2026 - Regular Meeting

Subject

Execution of Amendment No. 1 to Agreement No. 24 R083613CD for the agreement renewal for Buckeye Pretreatment and UIC Well Facility, Patrick Shea, Utilities Director.

Category

CONSENT AGENDA

Briefings

Briefing Provided Upon Request

Contact and/or Presenter Information

Patrick Shea, Utilities Director ext. 5389

Brent Laudicina, Wastewater Division Manager ext. 8025

Action Requested

Authorizing the Chairman to execute Amendment No. 1 to Agreement No. 24 R083613CD between Manatee County and CIP Solutions, adopting the Revised Fee Rate Schedule effective May 1, 2026 for operation of the Buckeye UIC Pretreatment and Well Facility.

Enabling/Regulating Authority

N/A

Applicable Advisory Board

N/A

Background Discussion

The transition from the Initial Drawdown Phase to the Long Term Seepage Phase has resulted in substantially lower and more stable flows, requiring a revised, volume based compensation model. Amendment No. 1 formalizes this transition and incorporates the updated pricing schedule.

The Revised Fee Rate Schedule establishes tiered per MG rates based on average monthly flow and applies prospectively only. This structure aligns costs with actual operational needs while maintaining transparency and allowing the County to verify flows through approved metering.

Attorney Review

Not Reviewed (No apparent legal issues)

Instructions to Board Records

Original to board records

Copies to: Patrick.Shea@mymanatee.org, Brent.Sargent@mymanatee.org,
Brent.Laudicina@mymanatee.org

Cost and Funds Source Account Number and Name

501-0003698-531000

Amount and Frequency of Recurring Costs

N/A

AMENDMENT NO. 1

TO AGREEMENT NO. 24-R083613CD

This Amendment No. 1 ("Amendment") is made and entered into as of this ____ day of _____, 2026, by and between Manatee County, Florida ("County") and Chemical Injection Partners Florida, LLC d/b/a CIP Solutions ("Contractor").

WHEREAS, the County and Contractor entered into Agreement No. 24-R083613CD for operation of the Buckeye UIC Pretreatment and Well Facility (the "Agreement"); and

WHEREAS, the Agreement contemplates a transition from an Initial Drawdown Phase to a Long-Term Seepage Phase with reduced flow volumes; and

WHEREAS, the Parties desire to recognize the transition to the Long-Term Seepage Phase and adjust compensation prospectively to reflect operational conditions associated with that phase; and

WHEREAS, the County has determined that maintaining continuity of services is in the best interest of the County and necessary to support ongoing regulatory compliance and project objectives;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Purpose

The purpose of this Amendment is to recognize the operational transition from the Initial Drawdown Phase to the Long-Term Seepage Phase, as contemplated in the Agreement, and to align compensation with the conditions associated with that phase.

2. Effective Date

This Amendment shall become effective on May 1, 2026.

3. Compensation Adjustment

Beginning on the effective date, compensation for services performed under the Agreement shall be adjusted in accordance with the revised pricing structure set forth in Exhibit A – Revised Fee Rate Schedule, attached hereto and incorporated herein.

The Parties acknowledge that sustained lower flow volumes have altered the operational cost structure associated with performance of the Services during the Long-Term Seepage Phase.

4. Prospective Application Only

This Amendment applies prospectively only and shall not modify or affect compensation for any services performed prior to May 1, 2026.

5. County Determination

The County has determined that this Amendment is in its best interest to ensure continuity of critical operations, avoid service disruption, and maintain compliance with applicable regulatory requirements. The County further recognizes the specialized nature of the services and the potential time and cost impacts associated with procuring a replacement contractor.

6. Reservation of Rights / Reopener

In the event that flow volumes materially increase or operational conditions change, the County reserves the right to revisit and renegotiate the compensation structure set forth herein.

7. No Waiver / Non-Precedent

This Amendment is based on the specific and unique circumstances of this project and shall not be construed as a waiver of the County's rights under the Agreement or as precedent for future procurements or contract modifications.

8. Remaining Terms

Except as expressly modified herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

MANATEE COUNTY, FLORIDA

CHEMICAL INJECTION PARTNERS FLORIDA,
LLC
(d/b/a CIP SOLUTIONS)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A – REVISED FEE RATE SCHEDULE

Buckeye UIC Pretreatment and Well Facility

Agreement No. 24-R083613CD

1. Basis of Compensation

Compensation shall be based on the average monthly volume of treated and injected water (MGD).

For purposes of this Agreement:

“Average Monthly Volume” means the total volume of water treated and injected during a calendar month divided by the number of days in that month.

2. Tiered Fee Structure

Effective May 1, 2026 through April 30, 2028, the Contractor shall be compensated based on the following tiered rate structure:

Average Volume Treated and Injected (MGD)	Rate (\$ per MG Treated & Injected)
0.00 – 0.19 MGD	\$62,000 per MG
0.20 – 0.40 MGD	\$50,000 per MG
0.41 – 0.60 MGD	\$38,000 per MG
0.61 – 1.00 MGD	\$24,000 per MG

3. Application of Rates

- The applicable rate shall be determined based on the average monthly volume for each billing period
- The rate shall apply to all volume treated and injected during that billing period
- No blending of tiered rates shall occur unless otherwise agreed in writing

4. Measurement and Verification

- All volumes shall be determined based on County-approved metering and operational records
- The County reserves the right to verify all reported volumes

5. No Retroactive Adjustment

This revised fee schedule applies prospectively only and shall not apply to any services performed prior to May 1, 2026.

6. Reservation of Rights

In the event of a material change in flow volume or operational conditions, the County reserves the right to revisit and renegotiate this fee structure in accordance with the terms of the Amendment.

EXHIBIT 1, SCOPE OF SERVICES

1.01 PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit responses from qualified firms or individuals to provide Operational Support Services for the Piney Point Treatment Plant and Class I Injection Well. The intent of this solicitation is to select from candidate respondents based upon scoring of proposal price and candidate qualifications where the selected firm would have the highest overall score (hereinafter referred to in this Scope as Contractor).

The term of this contract will be for five (5) years subdivided into 2 phases: the Initial Drawdown Phase and the Long-Term Seepage Phase. The demarcation point between the phases is somewhat uncertain as completion of the Initial Drawdown Phase depends greatly on how much rainfall might occur.

1.02 BACKGROUND

Manatee County is working in a limited capacity to support the court-appointed receiver's efforts to achieve successful closure of the former Piney Point phosphate mining facility. The County designed, permitted and constructed a Class I industrial injection well, a companion dual zone monitoring well and a water treatment plant for the project. The injection well and treatment plant are County-owned assets located on County property at 11951 Bud Rhoden Road, Palmetto, FL 34221. This site is located a few hundred yards south of the Piney Point site.

This RFP and Scope of Work reflect new services which have never been procured by Manatee County. The Class I Injection Well and the accompanying Treatment Plant were designed, constructed and are currently going through initial startup testing to determine parameters such as: loading rates, runtimes, operational SOPs, protocols, chemical dosages and other operational performance data. This information is still under development and although the County will endeavor to share as much information as available during this procurement process, it is uncertain if this data set will be completed within the timeframe of this procurement effort. Included in this RFP is the chemical dosage and cost to treat 1 MGD of flow based on operational testing in January 2024 (**Exhibit 3**).

Analytical lab reports for various surface waters are included here but site conditions are dynamic as the impoundment waters are now being comingled and mixed as a part of the closure process. So historic lab reports are not likely indicative of current or future conditions. Candidate firms and individuals are required to visit the site, and highly encouraged to collect their own samples and perform testing to determine chemical costs to factor into their proposal.

1.02 DEFINING THE TWO PHASES OF THIS PROJECT

Contractor shall furnish all equipment, labor, chemicals, materials, supplies, services, licensing, transportation, and other components necessary to comply with the terms and conditions of the Agreement pursuant to the articles and sections herein. There are two (2) distinct phases that have been identified for this project:

- Initial Drawdown Phase: Estimated to be 18 months to two (2) years, when closure activities atop the phosphogypsum mounds are underway, there will be higher flows of water diverted from the site as the surface impoundments are pumped dry. During this initial phase, the water is more likely to exhibit variable water quality and may require closer supervision of operations at the treatment facility and injection well. The nominal rate of flow for the treatment and injection system will be 1 MGD (694 gpm) during this phase.
- Long Term Seepage Phase: Following the closure discussed above, flows will be significantly lower, water quality is expected to be relatively consistent, and this will present lesser challenges to operations of the treatment plant and injection well. Flow targets for the long-term seepage phase will commence at about 0.19 MGD (132 gpm) at the beginning and diminish very slowly over the next 48 years, or until the state determines seepage water from the site no longer presents any offsite risk.

1.03 GENERAL REQUIREMENTS

As described above, there are two (2) distinctive phases associated with operational support services, but the following general requirements shall pertain regardless of which phase the project is in. Each Respondents' proposal would be well advised to convey their understanding and ability to comply with these requirements.

- A. Contractor must have experience operating and maintaining water treatment plants and deep injection wells.
- B. Contractor must have demonstrated proficiency with Underground Injection Control (UIC) permitting and compliance reporting.
- C. Contractor shall develop a site safety plan which shall include but not be limited to chemical deliveries, maintenance on chemical feed systems, how visitors and tours will be safely conducted and the locations and contact numbers for local emergency rooms, urgent care providers and emergency responders.
- D. Contractor shall develop an Operations Plan which identifies personnel assigned to the project their role, training, key areas of expertise and experience.

1.04 SPECIFIC SERVICE REQUIREMENTS

As noted, there are two (2) distinctive phases associated with these services to be provided – there is the Initial Drawdown Phase and the Long-Term Seepage Phase. Each phase is unique and likely will entail differing staffing support levels. The treatment plant is a unique and special purpose facility that does not provide potable water to the public, does not receive sanitary wastewater and is not a permitted industrial treatment facility under state or federal guidelines. As such, it does not have an associated operating permit. However, the County has clear expectations that the facility will be operated and maintained in accordance with best industry practices. This is embodied by a professional services approach with diligent attention paid to site safety, operational control, data management, inventory administration, preventative maintenance, demand maintenance troubleshooting/repair, general housekeeping, grounds maintenance and preservation of site security.

The operation and maintenance of the treatment plant and injection well are better defined in the description which follows. However, the facility is equipped with elements of programmable control, automation and can transmit alarms to standby personnel and/or stop the process if parameters deviate from specified control ranges. The County has chosen not to stipulate staffing requirements or credentials but, rather, has chosen to leave such details to each individual Respondent to make in their offer along with assurances that the plan they have developed will meet the project's needs and expectations as described below:

A. Operations:

- a. The County has funded a consultant to design, build and startup the treatment plant. That effort will result in SOPs, chemical dosages and treatment protocols proven to satisfactorily reduce particulates, pH and levels of the inorganic constituents of struvite (magnesium, ammonium and phosphate) to solubility levels for this water to be well below risk of solids precipitation which could endanger the injection well. However, the Contractor is encouraged to be creative, innovative and refine those chemical dosages or treatment approaches if they believe they can more economically treat the water to acceptable standards for injection.
- b. Contractor shall have the expertise and capability to adjust SOPs and fine tune chemical dosages and operating regimens in response to changing site conditions as needed.
- c. Contractor will daily record chemical storage tank levels, review chemical use rates, project days of storage onsite and place restocking orders in such fashion as to avoid risk of depletion before resupply.
- d. Contractor shall develop daily operating sheet(s) which reflect critical water quality parameters, levels, pressures, flows and chemical dosages as measured through the treatment process and at the wellhead performed or gathered with a frequency necessary to ensure proper operation and process control of the facilities, maintaining these records onsite and making them available for inspection upon request.

- e. Contractor shall review and assess operational data for information regarding trends which may reveal equipment that may be defective or out specification and in need of repair or to identify opportunities to optimize treatment and save on chemical expenses.
- f. Contractor shall compile and submit monthly and annual Injection Well permit reports.

B. Maintenance, Utilities and Housekeeping:

- a. Contractor shall adhere to and perform manufacturer-recommended instrument calibrations, preventative maintenance protocols for all instruments and equipment, maintain these onsite and produce them for review if requested.
- b. Contractor shall be responsible for all needed O&M expenses including water treatment chemicals, field testing kits/reagents, instrument probes, replacement chemical pumps, consumables and other supplies needed to complete this scope of work. Contractor shall maintain an inventory of critical items such as probes, lubricants, fuses, bulbs, breakers and reagents to avoid or minimize unnecessary shutdowns.
- c. Contractor shall be responsible for the following utility and service expenses:
 - i. Electricity
 - ii. Water and wastewater service expense
 - iii. Solid waste pickup expense
 - iv. HVAC system repair and maintenance expense
 - v. Internet connectivity expense (20 MBps speed connection will be provided)
- d. Contractor shall be responsible for implementing any required PLC programming changes needed to adjust alarm setpoints and startup/shutdown relays and sequences.
- e. Contractor shall also be responsible for installing any needed PLC security upgrades or service pack updates to guard against cyber threats.
- f. If equipment fails during a warranty period, the Contractor shall pursue replacement on the County's behalf under warranty coverage.
- g. Contractor shall maintain the facilities and grounds in an orderly and presentable fashion, will maintain site security by keeping landscaping and vegetation regularly trimmed, fences in good condition, gates and doors closed/locked as applicable, maintaining the exterior security lighting and keeping gates closed.
- h. Contractor shall be responsible for exercising all chemical feed pump, storage tank, yard piping and any reactor vessel valves with a frequency of no less than every 12 months to maintain them in proper working condition.
- i. In cases where there are multiple similar units provided, Contractor shall endeavor to ensure rotational management strategies are in place to distribute runtime and avoid equipment sitting idle for excessive periods.

- j. Where possible, Contractor shall implement first-in-first out inventory and chemical storage practices to minimize risk of inventory deterioration or products decaying, becoming stale and losing potency.

C. Coordination with the Receiver:

- a. Contractor shall coordinate flow rates and water sources with the Receiver.
- b. If Contractor finds it necessary to stop or significantly reduce the rate of flow at the treatment plant at any point, they shall timely communicate with the Receiver using a direct voice communication channel (in person, telephone or radio) so the Receiver can make adjustments on their end as needed to protect their operations and equipment.

1.05 ESTIMATED PROJECT COST

The budget level estimate for these services is \$433,000 per month for the first 24 months and \$149,000 per month thereafter for the remaining 36 months of the initial five (5) year term. In annual cost terms that is \$5.196 million per year for each of the first two (2) years to be followed by \$1.788 million per year for each of the subsequent three (3) years, or \$15.756 million total.

1.07 COUNTY RESPONSIBILITIES

- A. The County has funded the design, permitting and construction of the treatment plant and injection well.
- B. The County will provide access to the site including all keys, codes, passwords, O&M manuals, SOPs and equipment warranty information for the facilities located at 11951 Bud Rhoden Road, Palmetto, FL 34221.
- C. The County will provide an initial fill of all treatment chemicals.
- D. The County is funding treatment plant startup to develop SOPs, operational protocols, chemical dosages, process loading rates and runtimes, etc. and will provide that data to the Contractor.
- E. The County will transfer utility service accounts (electricity, internet, water, sewer, solid waste) to the Contractor's name.
- F. The County will provide the name and contact information for the HVAC system provider so the Contractor can negotiate a service agreement as applicable.
- G. Attachments available for download that are related to this Exhibit that may be helpful to teams developing a proposal include the following:
 - 1. Piney Point Chemical Dosages January 2024
 - 2. Piney Point Injection Well Permit
 - 3. Piney Point County - Receiver Agreement
 - 4. Piney Point Water Quality Treatability Study Review
 - 5. Piney Point Treatment Plant Plans and Schematics
 - 6. Piney Point Injection Well MORs
 - 7. Piney Point Projected Water Balance Nov23
 - 8. Piney Point Site Pictures week of 12-4-23

END OF EXHIBIT 1



1112 Manatee Avenue West
Bradenton, FL 34205
purchasing@mymanatee.org

Solicitation Addendum

Addendum No.:	2
Solicitation No.:	24-R083613CD
Project No.:	
Solicitation Title:	Operational Support Services for Piney Point Treatment Plant and Deep Injection Well
Addendum Date:	March 12, 2024
Procurement Contact:	Chris Daley, CPPO, CPPB- Procurement Project Manager

RFP No. 24-R083613CD is amended as set forth herein. Responses to questions posed by prospective proposers are provided below. This addendum is hereby incorporated in and made a part of RFP No. 24-R083613CD.

Change to:

ADVERTISEMENT, DATE, TIME AND PLACE DUE:

The Due Date and Time for submission of Proposals in response to this RFQ is **March 19, 2024 by 3:00 PM ET**. Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 and time stamped by a Procurement representative by the Due Date and Time. Proposals will be opened immediately following the Due Date and Time at the Manatee County Administration Building, Suite 803.

Change to:

INSTRUCTIONS TO PROPOSERS, SECTION A.02, DUE DATE AND TIME, FIRST PARAGRAPH

The Due Date and Time for submission of Proposals in response to this Request for Qualifications (RFQ) is **March 19, 2024 by 3:00 PM ET**. Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 prior to the Due Date and Time.

Change to:**INSTRUCTIONS TO PROPOSERS, SECTION A.39 SOLICITATION SCHEDULE:**

Scheduled Item	Scheduled Date
Question and Clarification Deadline	February 21, 2024
Proposal Due Date and Time	<u>March 19, 2024</u> , by 3:00 PM ET
Technical Evaluation Meeting	April 2, 2024
Technical Evaluation Meeting	April 3, 2024
Interviews/Presentations/Demonstrations (if conducted)	TBD
Final Evaluation Meeting (if required)	TBD
Projected Award	<u>May 2024</u>

Clarification to responses for Questions 3, 21, and 29 issued with Addendum 1:

Water that must be treated includes both ponded water that is stored in elevated impoundments at Piney Point as well as seepage water that will be continuously collected from the site's rim ditch system. As of 3/8/24 there is a volume of approximately 180 MG of water currently stored in the elevated impoundments. Seepage rates will vary greatly depending on climate, rainfall, shallow groundwater conditions and runoff characteristics for the completed site. Seepage rates have historically been observed to range between a low of 40 gpm to as much as 200 gpm. It is not possible to precisely project future seepage rates, however, the Service Agreement between the County and the Receiver, which has been provided (*beginning with page 195 of the published RFP*), projected a seepage rate of about 200,000 gpd, or about 73 MG per year for seepage in these early years. Over a 2-year period, this seepage volume would reflect another 146 MG to be treated and injected. Combining these concerns over a 2-year period, 180 MG of ponded water plus 146 MG of seepage water yields an estimated 326 MG of water to be treated and injected.

NOTE:

Items that are ~~struck through~~ are deleted. Items that are underlined have been added or changed. All other terms and conditions remain as stated in the RFQ.

INSTRUCTIONS:

Receipt of this addendum must be acknowledged as instructed in the solicitation document. Failure to acknowledge receipt of this Addendum may result in the response being deemed non-responsive.

END OF ADDENDUM

AUTHORIZED FOR RELEASE



1112 Manatee Avenue West
Bradenton, FL 34205
purchasing@mymanatee.org

Solicitation Addendum

Addendum No.:	1
Solicitation No.:	24-R083613CD
Project No.:	
Solicitation Title:	Operational Support Services for Piney Point Treatment Plant and Deep Injection Well
Addendum Date:	February 27, 2024
Procurement Contact:	Chris Daley, CPPO, CPPB- Procurement Project Manager

RFP No. 24-R083613CD is amended as set forth herein. Responses to questions posed by prospective proposers are provided below. This addendum is hereby incorporated in and made a part of RFP No. 24-R083613CD.

Change to:

ADVERTISEMENT, DATE, TIME AND PLACE DUE:

The Due Date and Time for submission of Proposals in response to this RFQ is **March 18, 2024 by 3:00 PM ET**. Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 and time stamped by a Procurement representative by the Due Date and Time. Proposals will be opened immediately following the Due Date and Time at the Manatee County Administration Building, Suite 803.

Change to:

INSTRUCTIONS TO PROPOSERS, SECTION A.02, DUE DATE AND TIME, FIRST PARAGRAPH

The Due Date and Time for submission of Proposals in response to this Request for Qualifications (RFQ) is **March 18, 2024 by 3:00 PM ET**. Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 prior to the Due Date and Time.

Change to:

INSTRUCTIONS TO PROPOSERS, SECTION A.39 SOLICITATION SCHEDULE:

Scheduled Item	Scheduled Date
Question and Clarification Deadline	February 21, 2024
Proposal Due Date and Time	<u>March 18, 2024</u> , by 3:00 PM ET
Technical Evaluation Meeting	<u>April 2, 2024</u>
Technical Evaluation Meeting	<u>April 3, 2024</u>
Interviews/Presentations/Demonstrations (if conducted)	TBD
Final Evaluation Meeting (if required)	TBD
Projected Award	<u>May 2024</u>

Add:

ADD EXHIBIT 12, PINEY POINT TREATMENT FACILITY PRODUCTION DATA

Exhibit 12, Piney Point Treatment Facility Production Data is issued with this Addendum 1 and hereby incorporated into RFP 24-R083613CD.

Add:

ADD EXHIBIT 13, PINEY POINT UPDATED WATER BALANCE INFORMATION

Exhibit 13, Piney Point Updated Water Balance Information is issued with this Addendum 1 and hereby incorporated into RFP 24-R083613CD.

QUESTIONS AND RESPONSES:

Q1. Per the RFP, work is awarded in April, what would be county's commence date for the contractor to take over operations?

R1. Please note the revised projected award, based on the extension for this RFP. The Board of County Commissioners (BOCC) must take action to award contracts and there are many internal prerequisite steps and processes within the County that items must pass through to reach the stage where they are placed on an agenda. The BOCC meets several times per month and staff will diligently strive towards obtaining the necessary authorizations and approvals to support transitioning to the successful Operational Support Services entity (hereinafter referred to as the "successful entity") sometime in May or June 2024.

Q2. Will there be any type of “transition time” between current contractor and the newly awarded one?

R2. The County will accommodate up to a 2-week (14 day) transition between the current operating entity and the entity selected through this RFP. It will be the responsibility of the successful entity to coordinate and accommodate training times and availability.

Q3. What is the current volume contained in the Gypsum Stacks?

R3. As of noon, on February 22, 2024 the approximate volume onsite excluding the LPWS pond was believed to be 335 million gallons. This volume is based on interpolation from known pond levels and storage/stage schedules developed and maintained by the Receiver and is subject to change due to rainfall, evaporation, seepage and treatment/injection. There may also be sludge in areas of some ponds that unintentionally inflates the estimated liquid volume.

Q4. How would we account for billing on any “downtime” where the well is not injecting downhole?

R4. The price proposal in terms of cost per MG treated and injected is the only means of earning compensation or cost recovery for this project. There is no provision to be compensated extra for “standby”, “slack/support” time or other inefficiencies. All labor, services, utilities, materials, supplies, overhead, profit and associated staffing inefficiencies must be factored into the price proposal.

Q5. Will the contractor be compensated on wastewater that flows through the pre-treatment facility but does not go downhole, but rather returned to the Gypsum Stack?

R5. No, the only means for earning compensation or cost recovery is based on volume treated and injected into the well.

Q6. At what rate is the basis of payment—DH injected or all water flowing through the Treatment Facility?

R6. The only means for earning compensation or cost recovery is based on volume treated and injected into the well.

Q7. Who maintains the return flows back to the Gypsum Stacks?

R7. The return flow conveys process wastewater and sludge back to the Piney Point property through a dedicated pipeline from pumps that are a part of the treatment plant. It will be the responsibility of the successful entity to oversee this aspect of operation of the treatment system and coordinate return flows with the Receiver. Recent production data has been tabulated and included as **EXHIBIT 12** with this Addendum 1. Discounting the initial 10-days of operation, over the subsequent 40-day period, process efficiency in terms of the percentage of water injected as compared with total amount treated has ranged between 78% and 92% with an average of 87% by volume. The County makes no guarantee of overall recovery efficiency for the treatment process. It is the responsibility of interested Proposers to collect samples and verify site chemistry and treatment for themselves.

Q8. What is the minimum volume within the Gypsum stacks that will need to be maintained to allow for closure dredging operations?

R8. The specifics of site water management at Piney Point related to closure operations are complex, dynamic and not under the County's control. The Receiver's consultant has produced an updated water balance that reflects the projected volume of water anticipated to be exported looking forward and that information is updated and provided in **EXHIBIT 13** with this Addendum 1, which includes a fairly continuous stream of 100 gpm of seepage water.

Q9. Do you have a list of all treatment equipment on site with purchase date and remaining warranty information?

R9. Yes, this is being developed and prepared by the Design Build team and, if it is completed during this RFP, it will be distributed, otherwise, it will be provided by the County to the successful entity.

Q10. Please provide all information (name, model number, manufacturer and costs of all disposal filters that you are currently using, along with frequency that they are being purchased and used?)

R10. There are no disposable filters in use at the County's treatment site at 11951 Bud Rhoden Road. There are disposable filters in use by the Receiver to remove macro solids from the raw water being pumped to the treatment plant, but those are not an expense shouldered by the County as a part of operating the treatment facility and injection well.

Q11. Please provide all detail cost information (daily, monthly, annual) of the following: Water treatment chemicals; Field testing kits/reagents; Instrument probes; Replacement chemical pumps; Consumables and other supplies needed to complete this scope of work.

R11. Water treatment chemicals – the current amount of chemicals, unit cost and extended cost to treat 1 MG of water shown in Table 1. These unit costs reflect the most recent testing and the County's competitively procured chemical supplier pricing. Proposers are encouraged to collect water samples and perform their own independent testing to confirm dosages prior to formulating their proposal price. Proposers must secure their own chemical supply arrangements and, while the County would have no objection to the successful entity continuing to use current suppliers, they may not rely upon County's contracts or prices in doing so.

Table 1
Chemical Cost per 1 Million Gallons Treated
Based on Operational Testing during mid-February 2024

chemical	strength	units	unit cost (\$/gal)	usage rate (gpd)	cost per day
NaoH	50%	gpd	\$ 2.82	476	\$ 1,340
NaOCl	10.50%	gpd	\$ 1.29	65	\$ 84
HCl	15%	gpd	\$ 2.60	101	\$ 263
polymer	-	gpd	\$ 32.00	10	\$ 320
					\$ 2,007

Field testing kits/reagents- unknown, proposer's responsibility

Instrument probes- unknown, proposer's responsibility

Replacement chemical pumps- unknown, proposer's responsibility

Consumables and other supplies needed to complete this scope of work- unknown, proposer's responsibility

Q12. Please provide all detail cost information (daily, monthly, annual) of the following: Electricity expense; Water and waste water service expenses; Solid waste pick up expenses; HVAC system repair and maintenance expense; Internet connectivity expense.

R12. Electricity expense- because this is a new installation, FPL has yet completed their as-built process that will result in the onboarding of stored electrical meter usage data from the site. Should that data become available within the RFP timeframe, it will be distributed. However, the meter was read manually on 2/19/24 and again on 2/22/24 representing a 36-hour span. Over that same approximate period, the following data reflective of site power consumption was recorded:

- 4,300 kWh of electricity used (with 94 kW peak use)
- 2.016 million gallons of raw water treated
- 1.651 million gallons of treated water injected
- 0.365 million gallons of waste water returned to the Receiver

It should also be noted that power usage will vary based on treatment and injection rates. As flow and pressure increase, so will power consumption. However, this relationship is complex, and factors include, but are not limited to: temperature and viscosity; increased frictional losses through the treatment plant, pipes and well assembly; efficiency of equipment; waste return rates; and backpressure from the aquifer formation. So, respondents should take due care not to underestimate power usage based upon the limited data available and provided here.

Water and waste water service expenses- the site will be served by a 1" water meter. The base monthly water and sewer charge for such a meter are currently \$80.85 per month and the commercial/industrial quantity charge is \$2.58 per 1,000 gallons. Because this is a new site, the meter has been permitted and paid for, but has not yet been installed and so there is no current use history to be shared at this time. If data should become available during this RFP, it will be distributed. Also note, the successful entity will have responsibility for annual testing certification for the backflow assembly (generally less than \$100).

Solid waste pick up expenses- Solid waste services must be arranged by the successful entity. The size of container and frequency of pickup is not currently known and will have to be determined by the successful entity. However, as a baseline, the current cost to empty a 6 CY dumpster is \$72.11 per pickup by Waste Management in this part of the County. The day of week and frequency for pickups are flexible to suite the customer's needs (i.e. once a week, biweekly, once a month, etc.)

HVAC system repair and maintenance expense- unknown, proposer's responsibility.

Internet connectivity expense- The site is currently served using a County-owned wireless connection through Verizon. However, a permanent connection is being constructed at County expense by Spectrum and is anticipated will be in place by the time this contract takes effect. At that point, Spectrum will be the internet service provider looking forward with a monthly access charge of approximately \$400 based upon a 5-year service contract. That contract has been executed by the County and will be transferred to the successful entity. The successful entity is welcome to use alternate sources of communication but must also maintain the Spectrum account in good standing.

Q13. Please provide all detail cost information of the following: Implementation costs of PLC Programing; Site Security; Landscaping.

R13. Implementation costs of PLC Programing -The facility will be fully operational at transition, however, should the Operational Support Services entity choose to modify, customize or alter PLC programming, it will be done at their sole responsibility and expense.

Site Security – The County’s expectation is that the facility will be maintained in a secure posture so as to have doors locked, gates closed/locked and fences maintained to discourage trash dumping, theft, vandalism or trespassing and minimize risk to public safety.

Landscaping – The County’s expectation is that the grounds immediately surrounding the facility will receive sufficient maintenance with a frequency necessary to protect and conserve the appearance of the property, however, it is recognized that this is an industrial facility.

Q14. Please provide any equipment currently being rented and cost information related to these assets.

R14. There is no current rental equipment on the County side of the Buckeye Road at 11951 Bud Rhoden Road. Water has been and will be pumped to the County from the Receiver’s property and that may include leased/rented assets, but those operations and costs are fully borne by the Receiver. The Operational Support Services entity will only communicate with the Receiver to coordinate transfer of water to the County treatment facility.

Q15. Are all/any expenses coded to be cost reimbursable from Manatee County?

R15. No expenses will be recoverable from Manatee County, the only payable item will be water treated and injected.

Q16. Will McKim and Creed be involved with start-up training of the pre-treatment facility?

R16. The County will provide a 2-week (14 days) transition between the current operational entity and the successful Operational Support Services entity during which there will be opportunities for the new team to learn, train and become proficient.

Q17. Will McKim and Creed be retained in any ongoing basis once facility is turned over to contractor?

R17. Beyond the 2-week transition period and excluding any assistance with warranty concerns that may arise, there is no plan for continued support from members of the County’s treatment facility Design/Build team.

Q18. Can contractor submit alternative proposal for the chemical treatment costs per gallon vs the daily fixed costs of pre-treatment facility operations? Reason, in the event that volumes are reduced due to capacity issues or other issues beyond the control of the contractor, there needs to be a mechanism in place to cover the costs in the event water is not accounted by a volume payment basis.

R18. Alternative proposals will not be considered.

Q19. What is the expected duration of the contract? The actual terms of the contract. Currently it's stated as 5 years in 2 phases, but the expiration of the project is up to 48 years. Does this mean the contract is for 48 years or is there an evaluation period after the first 5 years?

R19. The initial term of any Agreement resulting from this RFP shall be for two (2) years, with renewal options. The number of renewal options and the length of each subsequent renewal period are subject to negotiations.

Q20. How does the county deal with escalation of service and chemical costs throughout the contract? As costs increase is there a change to meet rising costs or are the contract terms reviewed and adjusted for service and chemical costs?

R20. There will be no price escalation during the initial term of any Agreement resulting from this RFP. The unit price may be adjusted only during the renewal periods of any Agreement resulting from this RFP.

Q21. What is the volume of water to be treated and injected under Phase I?

R21. Refer to **Exhibit 13** for the amount of water to be injected during the initial drawdown phase. It is critical that Proposers recognize that the total volume of water treated is the sum of the volume water injected plus the unavoidable volume of wastewater that gets returned to the stacks. For the month of February 2024, the treatment efficiency averaged 85.5 percent efficiency based on the volume injected against the total amount of water treated.

Q22. Is there consideration of having this contract term include Phase I only and a revision of the contract for Phase II?

R22. The initial term of any Agreement resulting from this RFP is intended primarily for the initial drawdown phase.

Q23. A Mechanical Integrity Test demonstration and report is due in 2027 at the injection well, is this expected to be done under this contract?

R23. The mechanical Integrity test will be excluded from this contract and will be the responsibility of the County.

Q24. If an annual report is a condition of the new operation permit for the Class I injection well is it anticipated to be completed under this contract?

R24. The successful entity will be responsible for preparing all monthly and annual reports required by the injection well permit for the County's review prior to submission.

Q25. If the operation permit requires an updated O&M Manual for the injection well system will that be completed under this contract or by the current design engineer?

R25. Any O&M Manual required by the injection well permit will be the responsibility of the County. The Design Build team is preparing the O&M Manual for the treatment facility, however, the successful entity will be responsible to append the treatment facility O&M Manual through an addenda step for any significant changes or improvements to the processes or procedures that they implement so that these changes are codified.

Q26. For the Mechanical Integrity Test how often will this need to be conducted and costs very, would the contractor just submit these costs as a pass through to the county?

R26. The mechanical integrity test will be the responsibility of the County.

Q27. Who will be responsible for the oversight of the gypsum stacks on the pumping from pond to UIC long term?

R27. The Receiver always retains responsibility for the gypsum stacks and exporting water off the Piney Point site to the County's treatment plant and injection well property at 11951 Bud Rhoden Road. After permanent closure of the gypsum stacks, seepage flows must still be managed for several decades. It will be the responsibility of the successful entity to coordinate and negotiate with the Receiver to receive, treat and inject all water.

There is no stipulation on operating the treatment plant/well continuously or every day. If the successful entity should, in coordination with the Receiver, determine there to be adequate system storage to collect and accumulate water and this affords fewer shifts, and/or lower production rates, and/or intermittent operation to just a few days per week, then that would be acceptable, as long as such arrangements satisfy terms of any agreements between the Receiver and County and, of course, it meets the Receiver's needs.

Q28. What are the anticipated solid levels that will be sent over to the UIC from the ponds?

R28. If the intent of this question was to inquire as to the suspended solids levels in water exported from the site, thus far, they have not been significant (generally < 30 NTU). Suspended solids levels are expected to be dynamic due to the complexity of this system and as pond levels change, waters are transferred between ponds, rainfall can affect suspended solids and as dredging and other earth-moving operations proceed. Interested parties would be well advised to include provisions for changes in water quality.

In the summer of 2023, there were significant algae blooms that raised suspended solids levels in some ponds. Without a treatment facility in place, it was necessary to both treat the ponds for algae and provide 25 – 100 micron level filtration to protect the injection well from solids. However, with the permanent treatment facility now in place, it is not anticipated that such measures will be necessary.

If the intent of this question was to inquire as to the levels of dissolved solids in various ponds that must be chemically precipitated out through the treatment process to lower nutrient levels, candidates are encouraged to collect samples for analysis themselves.

Q29. What are the current volumes of the following Gypsum stacks: New GSN; NGS; Old GSN; LPWS.

R29. New GSN- it is now dry; NGS -245 million gallons; Old GSN- 90 million gallons; LPWS- 21 million gallons

Q30. Who will own the maintenance on the Clarifier Transfer Pumps? If the contractor who wins the bid for this project, is this maintenance expense reimbursable?

R30. If the intent of this question is regarding the transfer skid pumps outside the fence of the treatment facility, then the answer is no. Pumps outside the fence of the treatment facility are the responsibility of the Receiver.

If the intent of this question is regarding the pumps at the Clarifier that is within the fence of the treatment facility, then the answer is yes. The successful entity must provide all operations and maintenance for ALL equipment with the fence of the treatment facility. The only mechanism to earn compensation or for cost recovery is based on the amount of water treated to acceptable quality and injected into the well.

Q31. What are the most current volumes and anticipated date of decreases?

R31. See response to Q8 above, as well as the Exhibit 13 issued with this Addendum 1.

Q32. Please define what needs to be in the O and M manual. Is this to be done within the context of this agreement, or will this be provided from the previous engineer, McKim and Creed?

R32. An O&M Manual is being prepared by the Design Build team and, if it is completed during this RFP, it will be distributed, otherwise, it will be provided by the County to the successful entity.

Q33. As previously requested, how is the scope of work in this proposal to be covered for work items outside of normal day-to-day operations? For example, the MIT and well work over are included in RFP as scope items, but impossible to price based upon per gallon basis.

R33. The County will be responsible for all MIT's required for the Deep Injection Well.

Q34. Will, the non-operational scope items be handled as work orders and billed separately from the per gallon basis?

R34. The only mechanism to earn compensation or for cost recovery is based on the amount of water treated to acceptable quality and injected into the well.

Q35. Are the specified operational plans and safety plans required to be submitted with the proposal, or are these developed once the contract is awarded?

R35. For the operational and safety plans described in Section 1.03 of Exhibit 1, these items may be developed and submitted by the successful entity after notice of intent to award is issued. For any sections of Exhibit 2 that are requesting information about key personnel and their roles as well as risk and safety plans, those are to be submitted with your response.

NOTE:

Items that are ~~struck through~~ are deleted. Items that are underlined have been added or changed. All other terms and conditions remain as stated in the RFQ.

INSTRUCTIONS:

Receipt of this addendum must be acknowledged as instructed in the solicitation document. Failure to acknowledge receipt of this Addendum may result in the response being deemed non-responsive.

END OF ADDENDUM

AUTHORIZED FOR RELEASE

EXHIBIT 12, PINEY POINT TREATMENT FACILITY PRODUCTION DATA

Piney Point Injection Well Pre-Treatment - Daily Operations Log				
Date	Influent Flow from PP (gal/day)	Injection Flow (gal/day)	Solids Return to PP (gal/day)	Injection Flow (gal/YTD)
12/26/2023	177,800	127,000	50,800	
12/27/2023	121,159	85,834	35,325	
12/28/2023	19,261	1,232	18,029	
12/29/2023	129,653	99,151	30,502	
12/30/2023	158,010	109,056	48,954	
12/31/2023	118,351	74,183	44,168	
1/1/2024	167,423	115,196	52,227	
1/2/2024	84,798	58,611	26,187	58,611
1/3/2024	106,069	69,893	36,176	128,504
1/4/2024	405,591	361,782	43,809	490,286
1/5/2024	279,030	219,405	59,625	709,691
1/6/2024	336,622	248,255	88,367	957,946
1/7/2024	369,309	210,232	159,077	1,168,178
1/8/2024	334,285	217,287	116,998	1,385,465
1/9/2024	388,016	302,936	85,080	1,688,401
1/10/2024	776,801	628,922	147,879	2,317,323
1/11/2024	629,098	514,969	114,129	2,832,292
1/12/2024	545,811	442,933	102,878	3,275,225
1/13/2024	452,550	397,058	55,492	3,672,283
1/14/2024	572,840	484,070	88,770	4,156,353
1/15/2024	818,692	711,980	106,712	4,868,333
1/16/2024	915,305	804,223	111,082	5,672,556
1/17/2024	1,166,929	1,030,685	136,244	6,703,241
1/18/2024	831,225	722,746	108,479	7,425,987
1/19/2024	765,651	658,382	107,269	8,084,369
1/20/2024	526,042	424,532	101,510	8,508,901
1/21/2024	466,220	387,970	78,250	8,896,871
1/22/2024	993,960	866,212	127,748	9,763,083
1/23/2024	1,244,061	1,080,952	163,109	10,844,035
1/24/2024	947,022	817,324	129,698	11,661,359
1/25/2024	1,100,439	974,682	125,757	12,636,041
1/26/2024	1,120,575	1,009,347	111,228	13,645,388
1/27/2024	1,127,262	1,016,299	110,963	14,661,687
1/28/2024	1,066,433	958,664	107,769	15,620,351
1/29/2024	1,110,432	1,001,590	108,842	16,621,941
1/30/2024	1,127,105	1,024,236	102,869	17,646,177
1/31/2024	1,135,847	1,035,711	100,136	18,681,888
2/1/2024	1,141,884	1,036,619	105,265	19,718,507
2/2/2024	1,082,047	983,474	98,573	20,701,981
2/3/2024	1,110,801	1,019,469	91,332	21,721,450
2/4/2024	999,982	905,382	94,600	22,626,832
2/5/2024	826,710	750,339	76,371	23,377,171
2/6/2024	992,334	897,880	94,454	24,275,051
2/7/2024	1,026,303	947,584	78,719	25,222,635
2/8/2024	1,058,031	948,014	110,017	26,170,649
2/9/2024	1,008,570	899,786	108,784	27,070,435
2/10/2024	759,648	662,924	96,724	27,733,359
2/11/2024	582,067	474,070	107,997	28,207,429
2/12/2024	277,251	240,522	36,729	28,447,951
2/13/2024	564,146	441,176	122,970	28,889,127
2/14/2024	1,031,789	928,324	103,465	29,817,451
2/15/2024	837,167	706,637	130,530	30,524,088
2/16/2024	269,855	233,395	36,460	30,757,483
2/17/2024	1,131,292	972,162	159,130	31,729,645
2/18/2024	706,110	578,889	127,221	32,308,534
2/19/2024	727,336	600,048	127,288	32,908,582
2/20/2024	723,532	601,599	121,933	33,510,181
2/21/2024	565,158	449,656	115,502	33,959,837

EXHIBIT 13, PINEY POINT UPDATED WATER BALANCE INFORMATION

February 1st, 2024 Update : Piney Point DIW - Actual to Date & Projection to Closure Completion
(@ Average Rainfall)

