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**INTERLOCAL AGREEMENT FOR THE INTERCONNECTION OF  
POTABLE WATER BETWEEN  
THE CITY OF WINTER HAVEN, FLORIDA,  
AND THE TOWN OF DUNDEE, FLORIDA**

This Interlocal Agreement (“Agreement”) is made and entered into as of the Effective Date defined in Section 3.14, below, by and between the CITY OF WINTER HAVEN, FLORIDA (“Winter Haven”), a Florida municipal corporation organized and existing under the laws of the State of Florida and the TOWN OF DUNDEE, FLORIDA (“Dundee”), a Florida municipal corporation organized and existing under the laws of the State of Florida.

**W I T N E S S E T H:**

**WHEREAS**, Winter Haven and Dundee are vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166, Florida Statutes, Chapter 180, Florida Statutes, and Article VIII, §2 of the Florida Constitution; and

**WHEREAS**, Winter Haven and Dundee are therefore vested with governmental, corporate and proprietary powers to enable both to conduct municipal government, perform municipal functions and render municipal services, including the general exercise of any power for municipal purposes; and

**WHEREAS**, Winter Haven and Dundee acknowledge that an interlocal agreement entered into pursuant to the *Florida Interlocal Cooperation Act of 1969*, codified in Part I of F.S. Ch. 163, is considered a contract binding the parties thereto; and

**WHEREAS**, the *Florida Interlocal Cooperation Act of 1969*, as amended, codified at Section 163.01, Florida Statutes, authorizes local governmental units to enter into Interlocal Agreements for the mutual benefit of the governmental units; and

**WHEREAS**, Article VIII, Section 2(b), of the Florida Constitution, and Sections 166.021(1) and 180.06, Florida Statutes (2022), authorize Winter Haven to provide potable water services; and

**WHEREAS**, Winter Haven and Dundee mutually agree and acknowledge that Winter Haven has no general duty to supply potable water service(s) to area(s) outside its corporate limits; and

**WHEREAS**, Winter Haven and Dundee (individually, a “Party” and collectively “the Parties” to this Agreement) agree that establishing a potable water interconnect facility between their respective Water Systems through which potable water can flow from one Party to another Party will benefit all the Parties; and

**WHEREAS**, the Parties acknowledge and represent that, in exchange for extra-jurisdictional potable water service(s) provided by Winter Haven to Dundee which are necessary and desirable in order to serve the residents and citizens within the corporate limits of Dundee, Dundee agrees to deliver reasonable compensation, in accordance with Section 180.191(1), Florida Statutes (2022), to Winter Haven as specifically set forth in this Agreement; and

**WHEREAS**, it is therefore deemed to be in the interest of the public health, safety and welfare for the Parties, as well as an appropriate exercise of their respective police powers, to further specify and detail the manner in which the potable water service(s) by Winter Haven will be developed, owned, maintained, and provided to Dundee, by entering into this Agreement.

**NOW THEREFORE**, in consideration of the recitals, covenants, agreements and promises herein contained, the Parties covenant and agree that the purpose of this Agreement is to extend and provide for how municipal potable water service(s) for Dundee will be provided by Winter Haven, as follows:

## **ARTICLE I RECITALS AND DEFINITIONS**

- 1.1 **Recitals.** The foregoing recitals are incorporated herein by the parties as true and correct statements which form the factual and material basis for entry into this Agreement between Winter Haven and Dundee.
- 1.2 **Authority and Purpose.**
  - 1.2.1 This Agreement is entered into pursuant to the provisions of Chapter 163 of the Florida Statutes, and other applicable provisions of law.
  - 1.2.2 This Agreement describes the terms and conditions by which the Parties will interconnect their potable water systems at a mutually agreed location so they may provide Water Services for need and reliability purposes between and among themselves.

- 1.3 **Definitions.** In interpreting this Agreement, the following words, phrases, and terms shall have the following meaning unless the context of this Agreement indicates otherwise.
- 1.3.1 *Agreement* means this Interlocal Agreement For The Interconnection of Potable Water Between The City of Winter Haven, Florida, And Town of Dundee, Florida as it may from time to time be modified.
  - 1.3.2 *Day(s)* means calendar day unless specifically stated otherwise.
  - 1.3.3 *Calendar Day(s)* means any and all days in a 365-day calendar year.
  - 1.3.4 *Business Day(s)* means each Calendar Day which is not a Saturday, Sunday or a recognized holiday by the City of Winter Haven and/or Town of Dundee, Florida.
  - 1.3.5 *Connection Point* means the physical location where the Interconnect Facilities owned by one Party join with the Interconnect Facilities of the other Party.
  - 1.3.6 *Dundee* means the Town of Dundee, Florida, a Florida municipal corporation, vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution.
  - 1.3.7 *Winter Haven* means the City of Winter Haven, Florida, a Florida municipal corporation, vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution.
  - 1.3.8 *Dundee Water System* means those facilities employed for the acquisition, treatment, transmission and distribution of potable water that are owned, operated, maintained and replaced by the Town of Dundee.
  - 1.3.9 *Interconnect Facilities* mean those facilities that are required to provide potable Water Service connections between the Parties at the Connection Point, specific to each Party's Water System such as those described in Section 2.3.2. (a) and (b) herein, treatment facilities, off-site transmission and distribution system piping, or any other facilities needed by one of the Parties to facilitate the transfer of potable water to its system from the other Party's Water System. The Interconnect Facilities shall include metering, cross connection control, pressure regulating valves, booster pumps at the Connection Point, and isolation valving equipment as necessary.
  - 1.3.10 *Party* means one of the government signatories participating in this Agreement.
  - 1.3.11 *Providing Party* means a Party providing Water Service pursuant to this Agreement to a Receiving Party.
  - 1.3.12 *Receiving Party* means a Party receiving Water Service pursuant to this Agreement from a Providing Party.

- 1.3.13 *Reliability Water Service* means the provision of potable water by one Party to the other Party through the Interconnect Facilities to temporarily help the Receiving Party meet a need for potable water for a defined period of time.
- 1.3.14 *Water Service* means the provision of potable water acquired, treated, transmitted and distributed in accordance with all applicable governmental requirements and regulations. In this Agreement, the term *Water Service* may apply to Reliability Water Service. A Providing Party provides Water Service to the other by and through its respective Water System and by and through its Interconnect Facilities to the Interconnect Facilities of the Receiving Party.
- 1.3.15 *Winter Haven Water System* means those facilities employed for the acquisition, treatment, transmission and distribution of potable water that are owned, operated, maintained and replaced by Winter Haven.
- 1.3.16 *Effective Date* means the date on which this Agreement has been approved by the last of both the Town of Dundee Town Commission and City of Winter Haven City Commission.
- 1.3.17 *Term* means the duration of this Agreement which shall commence on the Effective Date and shall expire and/or terminate in accordance with the provisions set forth in Section 3.2 of this Agreement.

Any terms defined elsewhere in this Agreement shall, when used herein, have the ascribed meaning and definition.

## ARTICLE II TERMS AND CONDITIONS

- 2.1 **Intent.** The intent of this Agreement is to provide a Reliability Water Service interconnect between the Winter Haven Water System and the Dundee Water System to meet the existing need of Dundee, as follows:
  - 2.1.1 Subject to availability, Winter Haven shall provide 0.5 MGD of potable drinking water to Dundee during the Term of this Agreement;
  - 2.1.2 The Parties do not intend in any way to constrain, limit or prohibit Winter Haven or Dundee from obtaining their own additional water resources or from expanding their respective Water Systems; and
  - 2.1.3 This Agreement is not intended to memorialize any agreement(s) related to the distribution and/or transmission of potable water received by the Parties arising out of their participation with the Polk Regional Water Cooperative (the "PRWC"). Any agreement between Winter Haven and Dundee for the distribution and/or transmission of potable water received through the PRWC shall be in writing and the subject of a separate written agreement.

## 2.2 Utility Service Areas.

- 2.2.1 Each Party shall not directly serve or offer to serve any customer in the other Party's utility service area on a temporary or permanent basis, unless one Party requests the other Party in writing to do so and the other Party agrees to do so. Any agreement between the Parties to provide potable water service(s) to a customer within the other Party's utility service area shall be in writing and the subject of a separate written agreement.
- 2.2.2 Completing the Interconnect Facilities and providing Water Service and Reliability Water Service does not and will not change either of the Parties' relationships to their respective customers. Accordingly, any customers that have or will connect to the Winter Haven Water System shall be customers of Winter Haven and shall pay the applicable Winter Haven rates, fees, charges, and deposits for water service; and any customers that have or will connect to the Dundee Water System shall be customers of Dundee and shall pay the applicable Dundee rates, fees, charges, and deposits for water service.

## 2.3 Potable Water Interconnect Facilities.

- 2.3.1 The Interconnect Facilities necessary to supply Water Service between the Parties will be located at or near the intersection of State Road 542 and Ohio Avenue within the corporate limits of the City of Winter Haven, Florida.
- 2.3.2 Design and construction of the Interconnect Facilities shall proceed in accordance with *Task Order 1, Potable Water Interconnects – Amendment 1* (the "Task Order") which is attached hereto as **Composite Exhibit "A"** and made a part hereof by reference.
- (a) Winter Haven shall act as agent on behalf of the Parties to contract for the construction of the Interconnect Facilities. The costs for the Interconnect Facilities will be equally divided between the Parties with Winter Haven responsible for 50.0% of the total final shared project costs and Dundee responsible for 50.0% of the total final shared project costs. The shared project costs shall include, without limitation, the Cost Proposal (No. 100070940) (the "Proposal"), all permitting, materials, labor and other expenses incurred in construction of the actual Interconnect Facilities, as well as any other costs required to properly construct the Interconnect Facilities so that it may be operated as designed and permitted. The Proposal is attached as **Exhibit "B"** and made a part hereof by reference. The Parties acknowledge that the Proposal is only a preconstruction estimate of project costs and that the final shared project costs to be divided between the Parties may exceed the cost of the Proposal due to the volatility of materials and labor

markets as well as the outcome of Winter Haven's public procurement processes.

- (b) Winter Haven has installed a new 14" reclaimed water main along Dundee Road from the Interconnection Point to the East side of U.S. Highway 27. Winter Haven has received the Department of Health's approval for two years to use this new, never used, reclaimed water main to provide temporary potable water service to Dundee until the Interconnect Facilities are operational.
- (c) Dundee shall construct an extension of a portion of a water main from the existing Dundee Water System to the 14" reclaimed water main on the East side of U. S. Highway 27 to provide potable water to Dundee prior to completion of the Interconnect Facilities all as contemplated in Composite Exhibit "A" attached hereto and incorporated herein by reference. Dundee shall also install a temporary water meter and control valve for direct discharge to Dundee's potable water ground storage tank.
- (d) In procuring contractors and professionals, Winter Haven shall comply with all Florida procurement and payment standards applicable to local government agencies, which include, but are not limited to, Chapters 218, 255 and 287 of the Florida Statutes (2022). Winter Haven shall notify Dundee of its expected respective share of all such project costs as Winter Haven enters into each agreement for project work. In addition, Winter Haven shall use its ordinary best judgment to select responsible contractors and professionals and shall not be bound to choose the lowest priced contractor or lowest priced professional without consideration of the potential vendor's job history, responsibility or ability to complete the project.
- (e) Dundee shall pay Winter Haven its respective share of each component project cost within thirty (30) days after receipt of Winter Haven's invoice. Winter Haven shall hold and maintain the funds received from the Parties until the amounts are due and payable to the engineer, contractor, and other project vendors or contractors in accordance with their respective agreements. Should the Parties' respective shares of each component project exceed the original invoiced amount as a result of unforeseen circumstances, or volatility in the materials or labor markets, or as a matter of interpretation of the various construction contracts for performance of the work, Dundee shall pay Winter Haven its respective share of such cost within thirty (30) days after receipt of Winter Haven's supplemental invoice.
- (f) Each Party shall be solely responsible for the cost to design, permit, and construct all potable water transmission lines necessary to connect its

respective Water System to the Interconnect Facilities in accordance with the final engineering and/or construction plans for the project.

- (g) The Parties may elect to finance the cost of design work, construction work, or both, through the Drinking Water State Revolving Fund of the Florida Department of Environmental Protection (“SRF”). Additionally, the Parties may seek grants from the Southwest Florida Water Management District, the Florida Legislature, the Florida Department of Environmental Protection, or other responsible grant awarding entity, to reduce the cost of design, construction, or both design and construction of the project. If a Party elects to use SRF, or other market lender, to finance some or part of the cost of the Interconnect Facilities, the Parties shall confer within a reasonable time to determine whether both Parties desire to obtain financing from a joint or shared source. Each Party that desires to use financing shall bear its proportionate share of financing costs applicable to the project based on its decision, inclusive of additional design work, if any should be required. Grants received for the project shall be applied to reduce shared project costs such that, upon completion, Winter Haven receives 50.0% of the benefit of the total grant funds and Dundee receives 50.0% of the benefit of the total grant funds.

- 2.4 **Operation and Maintenance Costs.** Each Party shall, at its own cost, operate and maintain its respective portion of the Interconnect Facilities assembly with the assembly being divided evenly based on meters, cross connection control assemblies, valves, and other components. Dundee shall be solely responsible for the power cost associated with the Interconnect Facilities booster pumps billed directly by the electric provider. Each Party, at its own cost, shall operate and maintain potable water transmission lines, booster pumps, and other facilities necessary to connect their respective water systems to the Interconnect Facilities. The Parties are each responsible for any maintenance or upkeep related to their individually operated facilities. If the Interconnect Facilities are designed such that any portion is not owned by one Party, then the Parties will jointly own such portions of the facilities and be equally responsible for any required maintenance or upkeep of the jointly-owned facilities and their related cost. When the design of the Interconnect Facilities is final, the Parties will collectively decide which Party will take the lead on the Operation & Maintenance of the jointly-owned facilities.

## 2.5 **Water Quality.**

- 2.5.1 The quality for the water being transferred between the Parties shall meet the “National Primary Drinking Water Standards” as described in the Safe Drinking Water Act. If any supply source is determined to contain a constituent concentration exceeding the maximum contaminant level, the Receiving Party shall immediately be notified, and the water supply from the source shall be discontinued or other appropriate action taken as

required by the Safe Drinking Water Act. All water supply sources shall be tested in accordance with applicable State and Federal requirements.

2.5.2 Dundee acknowledges that Winter Haven adds fluoride and an ortho/poly phosphate to its treated ground water.

2.5.3 Dundee shall be responsible for providing any required legal notice(s) to its customers and DEP/DOH of the Water Service.

2.6 **Reliability Water Service.** After connection of the potable water systems and upon approval of the Receiving and Providing Parties, a Party may provide potable water to another Party upon request at the Connection Point for a defined period of time in accordance with the terms and conditions of this Agreement.

2.7 **Consumptive Water Permits.** At no time shall this Agreement require or be construed to require a Providing Party to deliver potable water to a Receiving Party if doing so will cause a Providing Party to exceed any water quantities that were approved by the applicable water management districts or other regulatory agencies having jurisdiction in the matter.

In the event the Southwest Florida Water Management District or any applicable water management district with jurisdiction decreases the water use quantity permitted for Winter Haven, Winter Haven may terminate this Agreement.

2.8 **Metering.** The metering equipment for the Interconnect Facilities shall be capable of measuring all water flowing through the Connection Point. Each Party shall review and approve the type of meters and meter installations used at the Interconnect Facilities. Each Party shall have the right to read another Party's meter and a right of access thereto for invoicing purposes. The temporary 14" water supply connection meter (prior to the Interconnect Facilities being constructed) will be located at the Dundee water treatment plant, supplied and maintained by Dundee and also shall be a 10" Neptune, Mach 10 meter or equivalent.

The Interconnect Facilities shall include metering, cross connection control, booster pumping and isolation valving equipment. Each Party shall own and control that portion of the Interconnect Facilities which is part of the Party's water service system and shall be responsible for the operation, maintenance, and replacement of its respective infrastructure comprising that portion of the Interconnect Facilities.

Each Party's metering equipment will be of standard make and type that meet current AWWA Standards and each Party's meter standards, installed at a readily accessible location and shall record the flow with an error not to exceed plus or minus two percent (2%) of true accuracy for full-scale reading, suitable for invoicing purposes. Each Party shall check the accuracy of its meter in accordance with AWWA Standards every twelve (12) calendar months and send the results to the other Party within thirty (30) calendar days after receipt of the results. Expenses for meter



verifications will be the responsibility of the meter owner. Meter verification for accuracy shall be conducted by an independent contractor selected by the meter owner.

If a Party's meter is found to be in error exceeding two percent (2%) of true accuracy, it will be verified to the satisfaction of all Parties. The meter owner shall be responsible for all the costs associated with the recalibration of the meter. If such an error occurs, invoices for the time period since the last meter verification will be adjusted based on the assumption that the meter error occurred for one-half of the entire time interval between the accuracy verifications of the meter owner. The invoice adjustment will be made at the same rate valid for the respective time period and the water volume will be adjusted as described herein.

- 2.9 **Permits.** Permits for construction of the Interconnect Facilities shall be acquired by Winter Haven as agent for the Parties during the construction phase of the project. Except as otherwise stated in this Agreement, each Party shall be solely responsible for securing all applicable permits or other regulatory approvals as may be required to operate the proposed interconnection between and among the Parties respective water systems. Each Party shall provide copies of permits and other regulatory approvals obtained to the other Party promptly after issuance. The Parties shall not operate the Interconnect Facilities for the delivery of water contemplated as part of this Agreement until all applicable regulatory permits or approvals have been obtained and copies of such permits and approvals have been provided. Each Party shall provide water through the Interconnect Facilities in such a manner so as to continue to properly maintain its respective permit(s) obtained from the applicable water management districts and other regulatory agencies that have jurisdiction over the water that could be provided to another Party pursuant to this Agreement.
- 2.10 **Demand Limitations.** The Parties agree that the Providing Party may restrict or discontinue water flows through the Interconnect Facilities if such flows result in an adverse effect on the Providing Party's water system pressure. The Parties acknowledge that there may exist pressure differentials between their water systems and no Party warrants or guarantees any minimum pressure other than a Florida Department of Environmental Protection required minimum system pressure of 20 pounds per square inch. All expenses necessary to adjust any differential pressure necessary to provide Water Service to the Receiving Party shall be the sole expense of the Receiving Party unless the Providing Party, at its sole discretion, decides to provide funding or other assistance to adjust the pressure differential. The Parties accept that the water service is interruptible and shall not be relied upon as a primary source of water.
- 2.11 **Regulatory Compliance and Disclosure.** Each Party shall comply with all local, state, and federal regulations regarding Reliability Water Service. This Agreement does not contemplate that a Party is, or is to be considered, the sole or primary source for potable water service or fire protection service for the other Party. If a Providing Party is not in compliance with local, state, or federal regulations concerning potable

water service, then Providing Party shall notify the Receiving Party and the Providing Party shall have the right to discontinue service to the Receiving Party for the duration of the time period of noncompliance. A Providing Party that is not in compliance shall notify the Receiving Party within 24 hours, or as soon as possible, if noncompliance with a regulation has occurred. The Receiving Party may request that the Providing Party continue Water Service if such service necessary to protect the public health, safety, and welfare of Receiving Party's customers.

## 2.13 **Water Use Rates and Payment.**

2.13.1 Winter Haven shall charge Dundee for monthly metered water usage pursuant to its "Municipal/Enterprise" rates, as follows:

(a) Effective May 1, 2022, the "Base Rate" is \$739.26 (10-inch water meter);

(b) Charge for volume is \$3.00 per thousand gallons; and

(c) Administrative charge is \$2.92 per month.

The rates and charges set forth by this Agreement are subject to change in accordance with Chapter 180 of the Florida Statutes and/or applicable law. In the event Winter Haven adopts a revised schedule of rate(s) and/or charge(s), Dundee shall receive written notice of said revised schedule of rate(s) and/or charge(s) which shall be effective and binding on Dundee on the effective date of same.

2.13.2 Invoicing and payment terms shall be in accordance with applicable provisions of Winter Haven's Code of Ordinances related to the payment of water services.

## **ARTICLE III MISCELLANEOUS PROVISIONS**

- 3.1 **Disclaimer of Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Parties herein, and no right or cause of action will accrue upon or by reason hereto or for the benefit of any third party.
- 3.2 **Service Term.** This Agreement will have an initial term that commences on the Effective Date (as defined in §1.3.16) and shall expire and/or terminate, as follows: (i) the date on which Dundee receives distribution and/or transmission of water from the Polk Regional Water Cooperative (PRWC); or (ii) on December 31, 2027, whichever occurs first in time; or (iii) as otherwise provided in the Agreement.
- 3.3 **Termination; Withdrawal.** The Parties may at any time mutually consent to terminate the Agreement. in addition, a Party may withdraw from the Agreement by providing a minimum one hundred and eighty (180) calendar day(s) prior written

notice to the other Party. Any termination or withdrawal pursuant to this section does not relieve a Party from its payment obligations stated herein.

- 3.4 In the event that this Agreement is terminated, the Parties agree to negotiate in good faith for a separate Agreement relating to an Emergency Interconnect.
- 3.5 **Notices.** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as follows or to such other addresses as any party may designate by notice complying with the terms of this Section:

Tandra Davis, Town Manager  
Town of Dundee  
202 East Main Street  
Dundee, Florida 33838

Mike Herr, City Manager  
City of Winter Haven  
451 Third Street, N.W.  
Winter Haven, FL 33881

With Copies to (which shall not constitute notice):

Winter Haven Water Department Director  
City of Winter Haven  
Attention: Gary Hubbard  
401 6<sup>th</sup> Street SW  
Winter Haven, FL 33880

Town of Dundee Special Counsel  
c/o Albert C. Galloway, Jr., P.A.  
116 East Stuart Avenue  
PO Box 3339  
Lake Wales, Florida 33859-3339

City of Winter Haven Attorney  
c/o Boswell & Dunlap, LLP  
Post Office Drawer 30  
245 South Central Avenue  
Bartow, FL 33831-0030

Each such notice shall be deemed delivered: on the date of delivery if by personal delivery; and if the notice is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; (b) the date upon which delivery is refused; (c) the date upon which notice is designated by the postal authorities as not delivered; or (d) the third business day after mailing. Notwithstanding the foregoing, service by personal delivery shall be deemed to have been made on the next day that is not a Saturday, Sunday or legal holiday.

If a notice is delivered by multiple means, the notice shall be deemed delivered upon the earliest date determined in accordance with the preceding subsection.

- 3.6 **Severability**. If any part of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability will not affect the other parts of this Agreement if the rights and obligations of the Parties contained herein are not materially prejudiced and if the intentions of the Parties can continue to be effected. To that end, this Agreement is declared severable.
- 3.7 **Breach; Remedy**. In the event of breach of this Agreement by a Party (“Breaching Party”), the Party suffering the breach (“Serving Party”) shall serve upon the Breaching Party a written notice of breach (“Notice of Breach”) detailing the Breaching Party’s non-compliance with the obligations set forth in this Agreement. Except for a breach caused by failure to timely pay project costs or pay for Water Service, a Breaching Party shall have a cure period (“Cure Period”) of thirty (30) calendar days after receipt of the Notice of Breach within which to cure or otherwise comply with those obligations violated and set forth in the Notice of Breach. Should the Breaching Party fail to timely cure or otherwise comply with such violated obligations, then, the Serving Party may (i) terminate this Agreement effective as of the end of the Cure Period unless the Breaching Party’s failure to cure or otherwise timely comply with those obligations violated is due to an event of Force Majeure hereunder; and (ii) pursue any and all remedies available in law, equity, and under this Agreement.
- 3.8 **Assignment**. No Party may assign this Agreement to a third-party unless the other Party consents in a mutually agreeable written joinder agreement by and among the Parties and as approved by each Party’s respective governing body or duly authorized representative and the third-party assignee. All provisions contained in this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of the Parties to the same extent as if each successor and assign were named as a party hereto.
- 3.9 **Liability and Hold Harmless**. Each Party shall to the extent allowed under Section 768.28, Florida Statutes, indemnify and hold the other Party harmless from and against all claims, loss, damage and expense including attorney’s fees and costs (trial and appellate), arising from the negligent acts or omissions of the indemnifying Party’s officers, and employees, related to its performance under this Agreement, provided, however, the indemnifying Party’s responsibilities with respect to such

liability shall not exceed the limits (the “Liability Limits”) of liability stated in section 768.28(5), Florida Statutes (or any successor statutory provision), regardless of whether a claim for damages or other relief is based in tort, contract, statute, strict liability, negligence, product liability or any other legal theory. This section is not intended and does not establish a contractual obligation whereby any Party undertakes responsibility to any other party for any liability in amounts exceeding the Liability Limits under any legal theory, claim, or cause of action. This provision does not constitute a waiver of the Parties’ sovereign immunity under Section 768.28, Florida Statute or extend the Parties’ liability beyond the limits established in Section 768.28, Florida Statute.

### 3.10 Limitations of Liability.

3.9.1 IN NO EVENT, SHALL A PARTY BE LIABLE TO ANOTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY A PARTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

3.9.2 A Providing Party can restrict water flows or discontinue providing Water Service to a Receiving Party without incurring any liability therefor if providing the water would have a detrimental effect upon its Water System, to include without limitation the circumstances described by this Agreement, and the Receiving Party shall have no claim, cause of action, or remedies in equity or at law against the Providing Party for such acts and any consequences thereof.

3.11 **Time of the Essence.** Time is hereby declared to be of the essence to the lawful performance of the duties and obligations contained in this Agreement.

3.12 **Applicable Law.** This Agreement is an Interlocal Agreement as provided for in Florida Statutes, Section 163.01, and said statute is hereby incorporated herein by reference. Any terms in conflict therewith will be governed by the statute. This Agreement and the provisions contained herein will be construed, controlled, and interpreted according to the laws of the State of Florida, including all rules relating to permitting, construction, enforcement and conflicts of laws.

3.13 **Entire Agreement; Effect on Prior Agreements.** This Agreement constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings, and agreements between the Parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the Parties in writing by formal amendment and approved by each Party’s respective governing body or duly authorized representative.

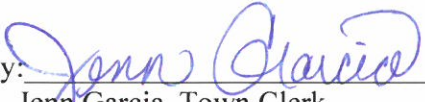
3.13 **Venue, Jury Trial; Attorneys' Fees, Costs and Expenses.** Venue of all actions will lie in Polk County, Florida. Each Party waives the right to a jury trial. Each Party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to, or resulting from this Agreement, which will include without limitation applicable courts costs, including appellate proceedings.

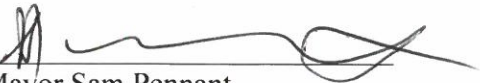
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**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date.

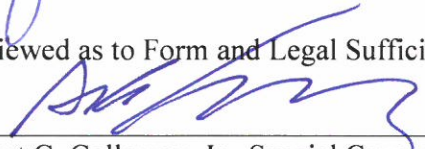
ATTEST:

TOWN OF DUNDEE, FLORIDA

By:   
Jenn Garcia, Town Clerk

By:   
Mayor Sam Pennant

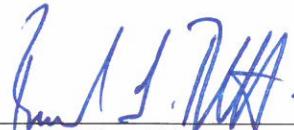
Reviewed as to Form and Legal Sufficiency:

  
Albert C. Galloway, Jr., Special Counsel for Town of Dundee, Florida

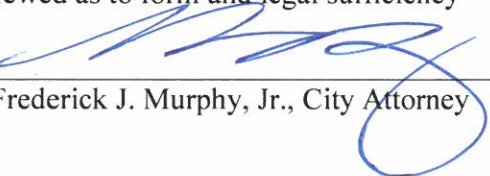
ATTEST:

CITY OF WINTER HAVEN, FLORIDA

By:   
Vanessa Castillo, MMC, City Clerk

By:   
Mayor Bradley T. Dantzler

Reviewed as to form and legal sufficiency

By:   
Frederick J. Murphy, Jr., City Attorney

City of Winter Haven Reference: RFQ-20-01

18 November 2021

## TASK ORDER 1

### Potable Water Interconnects – Amendment 1

Interconnect 1 – City of Winter Haven and Town of Dundee

Interconnect 2 – City of Winter Haven and City of Eagle Lake

#### EXHIBIT A-1: – SCOPE OF SERVICES

For

### Amendment 1

Parcel Purchase Support for Interconnect 1, Permitting Fees,  
and Supplemental Potable Water Supply to Town of Dundee

## INTRODUCTION

Atkins North America, Inc. (Consultant) is completing design of two potable water interconnects as defined in Task Order 1 executed on May 27, 2020. Interconnect 1 is between the City of Winter Haven (City) and the Town of Dundee and will be located at the intersection of State Road 542 and Ohio Avenue. Interconnect 2 is between the City of Winter Haven and the City of Eagle Lake and will be located at the intersection of SR 540 and Camellia Drive. This Scope of Services is for Amendment 1 to Task Order 1 and is associated with the City of Winter Haven and Town of Dundee potable water interconnect (Interconnect 1).

## SCOPE OF SERVICES

The Scope of Services for Amendment 1 is for technical support and engineering design services associated with two activities. These activities are as defined below:

**Activity 1 – Parcel Purchase Assistance:** Provide technical assistance with the negotiation and purchase of the parcel associated with Interconnect 1, located at the corner of Dundee Road and Ohio Street. The Consultant will prepare title work and appraisals for City review, present and negotiate offers, and finalize the purchase.

**Activity 2 – Bulk Water Supply to Dundee:** Provide engineering support to the City to provide bulk potable water to the Town of Dundee. Short-term bulk water supply will be provided through the extension of a 14-inch pipeline from Interconnect 1 to the Dundee WTP. This pipeline will be utilized- as needed - to provide bulk water supply to Dundee until the booster pumps at the Interconnect 1 are constructed. The design of these booster pumps is included in this Amendment.

This Amendment will result in two sets of construction documents. The first set will be for the 14-inch pipe extension as a change to the *State Road 542 Utility Adjustment*



construction documents. The second set will be the updated *Potable Water Interconnects* construction documents with the addition of the booster pump system.

**Task 01: Project Management**

**01.1: Project Coordination**

Consultant shall perform general project coordination and management activities, including general administrative activities for this task order, as well as specific coordination activities with the team members.

**01.2: Progress Reports**

Consultant will prepare and submit progress reports and invoices to the City on a monthly basis to advise and highlight the overall progress of the design and permitting tasks, as well as to identify items completed and ongoing and pending activities. The monthly progress reports will also include a summary description of the pending activities, any potential issues identified, any potential impact to the schedule, and any potential change in scope of services.

**Task 02: Activity 1 – Parcel Purchase Assistance**

**02.1: Title Work and Appraisals**

Atkins will utilize their subconsultant to prepare title work and one appraisal of the Dundee Interconnect Parcel. Atkins will provide this information, along with a sketch and legal description, to the City for their review. A review meeting will be scheduled within two (2) weeks of this submittal to finalize the offer.

**02.2: Negotiate Purchase**

After the offer is approved by the City, Atkins will prepare up to two offer packages, present them to the property owner and initiate the acquisition process. Atkins will negotiate in good faith with the property owner to reach a settlement agreement. Atkins will present ongoing feedback to the City based on conversations/meetings with property owner and/or their attorney. The negotiation period will be determined by the City and up to three engagements with the property owner will be made. If agreements are reached, Atkins will complete the Purchase and Sale Agreements subject to City approval.

**02.3: Closing Assistance**

Atkins will assist the City in the closing, including but not limited to, reviewing the title commitments, and clearing encumbrances necessary to ensure that all property rights are correctly purchased by the City. Atkins will record all interests with the County Clerk, review and retire all files and deliver original files to the City.

### **Task 03: Activity 2 – Dundee Bulk Water Supply**

To provide short-term bulk potable water to Dundee, the Consultant will provide support to the City in designing and permitting of the extension of the 14-inch reclaimed water line currently under construction as part of the widening of SR 542. This pipe will be permitted as a temporary potable water line to transfer water from the City's existing 8-inch potable water line at the Dundee Interconnect site to the Dundee Water Treatment Plant (WTP) site.

For long-term ability to provide bulk potable water to Dundee, the Consultant will provide support to the City in the design and permitting of the installation two pumps at the proposed Dundee Interconnect at Ohio Avenue and SR 542. The pumps will have the ability to provide up to 500,000 gallons per day at an average of 90 pounds per square inch to the Town of Dundee and will be utilized for planned events only, thus only requiring manual operation.

Once the Dundee Interconnect booster pumps are constructed and operational, the Consultant will assist the City in permitting activities to revert the pipe back to a reclaimed water line for future use.

The activities associated with bulk water supply to the Town of Dundee are listed below.

#### **03.1: Hydraulic Modeling**

Consultant will update the City's potable water hydraulic model to include the new Dundee Interconnect and existing information associated with the Dundee pressure recordings and WTP tank elevations.

The model will be used to determine the quantity of potable water that can be provided through the newly installed and extended 14-inch potable water line.

The results of the modelling effort will also be used to size the booster pumps at the Dundee Interconnect.

A summary of the results of the hydraulic modeling will be included in the Preliminary Design Report.

#### **03.2: Survey**

Consultant shall perform a survey from the south Right-of-Way of SR 542 to the Dundee WTP as shown in Figure 1 at the end of this Scope of Services. Distance is estimated at 250 linear feet.

#### **03.3: Preliminary Design Report Update**

The existing Preliminary Design Report (PDR) for Task Order 1 will be updated to include information listed below.

- Summary of equipment sizing and capacities.

- Summary of mechanical, electrical, and controls requirements.
- Plan showing the routing extension of the 14-inch pipeline.
- Results of permit coordination with the Florida Department of Health (DOH).
- Updated Opinion of Construction Costs for the Dundee Interconnect and extension of the 14-inch pipe.

Consultant shall deliver one electronic copy and three draft hard copies to the City of Winter Haven and the Town of Dundee for review.

After submittal of the Draft PDR, the Consultant will schedule a review meeting and prepare agenda materials to discuss review comments with the City of Winter Haven and the Town of Dundee. PDR review meeting notes will be taken by the Consultant and distributed within 3 days of the review meeting.

After receiving and addressing comments, the Consultant will prepare the Final PDR and provide one electronic copy and two hard copies to the City of Winter Haven and the Town of Dundee.

#### 03.4: 90% Design Documents

Consultant shall create two sets of 90% Construction Documents and 100% Construction Documents as described below. One copy of the Consultant's opinion of probable construction cost (OPCC) will be provided for the additional components..

##### 03.4.1: 90% Design Documents for Dundee Booster Pumps

The Consultant shall prepare 90% Design Documents showing the addition of the booster pumps, electrical components, and control panel at the Dundee Interconnect. 90% Design Documents will include *only the drawings and specifications associated with the addition of the booster pumps*, including the following:

Design drawings and technical specifications for the booster pumps, including mechanical, structural, electrical, and instrumentation and control disciplines consisting of three half-size sets and one electronic copy in PDF format will be submitted to the City of Winter Haven and the Town of Dundee for review.

##### 03.4.2: 90% Design Documents for 14-Inch Pipe Extension

The Consultant shall prepare 90% Design Documents showing the extension of the 14-inch pipe to the Dundee WTP and the connection to the existing City potable water line at Ohio Road and SR 542 (Dundee Road). Ninety percent Design Documents will include *only the drawings and specifications associated with extension of the pipe*, including the following:

Design drawings and technical specifications, including plan and profile drawings associated with the extension of the 14-inch pipeline to the

Dundee WTP, consisting of three half-size sets and one electronic copy in PDF format will be submitted to the City of Winter Haven and the Town of Dundee for review.

### 03.5: Final Construction Documents

After submittal of the 90% Documents, the Consultant will schedule a review meeting and prepare agenda materials to discuss review comments with the City of Winter Haven and the Town of Dundee. Comments will be summarized, and the Consultant shall adjudicate comments and include them with the 100% Documents.

The Consultant will prepare two sets of 100% Construction Documents as defined below.

#### 03.5.1: Potable Water Interconnects

The Consultant shall provide a complete set of *Potable Water Interconnects* Construction Documents, including the Town of Dundee Interconnect with the addition of booster pumps and the City of Eagle Lake Interconnect.

Design drawings and specifications for the interconnect sites, including mechanical, structural, electrical, and instrumentation and control disciplines consisting of three half-size sets and one electronic copy in PDF format will be submitted to the City of Winter Haven and the Town of Dundee for review. One electronically signed and sealed set of Bid Documents will be included in the submittal. One copy of the updated Consultant's OPCC for the entire project will be provided to the City of Winter Haven.

#### 03.5.2: State Road 542 Utility Adjustments

The Consultant shall provide an Amendment to the *State Road 542 Utility Adjustments* Construction Documents showing the modifications to the 14-inch reclaimed water line, including temporary connection to the City's potable water line and the extension to the Town of Dundee WTP site.

Design drawings, including general, site civil, mechanical process, structural, electrical, and instrumentation and control disciplines consisting of three half-size sets and one electronic copy in PDF format to the City of Winter Haven.

Technical specifications inclusive of General Conditions, Supplementary Conditions, Special Conditions, and Division 1 consisting of three bound copies and one electronic copy in PDF format will be provided to the City of Winter Haven.

One copy of the updated Consultant's OPCC of this Amendment will be provided to the City of Winter Haven.

## Task 04: Task 04: Permitting Assistance

### 04.1: Permitting Fees for *Potable Water Interconnects* Project

Consultant fees for permitting assistance are included in the original Scope of Services for this Task Order.

Permit application costs associated with the FDEP permit, NOTICE OF INTENT TO USE THE GENERAL PERMIT FOR CONSTRUCTION OF WATER MAIN EXTENSIONS FOR PWSs, is required for each interconnect site. These permits will be submitted to Polk County Health Department, the local FDEP Drinking Water delegate. The permit application fee is \$850 per application, as shown in the Attachment 1, Polk County Resolution, for a total of \$1,700.

**04.2: State Road 542 Utility Adjustments**

Consultant will provide support to the City in coordinating permitting and extension of the 14-inch reclaimed water line currently under construction as part of the widening of SR 542. This pipe will be initially permitted as a temporary potable water line to transfer water from the City's existing 8-inch potable water line at the Dundee Interconnect site to the Dundee WTP. Once the booster pumps are constructed and in operation, the Consultant will assist the City in permitting activities to revert the pipe back to a reclaimed water line for future use.

Permitting costs of \$1,700 for the two permit modifications associated with the 14-inch reclaimed pipe to be utilized to provide potable water to Town of Dundee.

**Task 05: Bid Phase Services**

Bid Phase services are required for the Potable Water Interconnects project only. No bid phase services are required for the change to the State Road 542 Utility Adjustment project.

**05.1: Written Response**

Provide up to two written responses to any potential bidders' questions. Review Requests for Additional Information and make recommendations to the City.

**05.2: Project Revisions**

Provide written project revisions for related construction plans.

**05.3: Revised Plans and Specifications**

Provide revised construction plans and specifications (Conformed Documents) in the following formats:

- Electronic (PDF format) Plans and Technical Specifications
- Two full-sized, 22-inch by 34-inch sets of plans
- Four half-sized, 11-inch by 17-inch sets of plans

## ASSUMPTIONS

1. The fee estimated for Task 2 is based on the assumption that the property owner of the Dundee Interconnect Parcel is amenable to negotiating the sale.
2. This parcel will be negotiated without the threat of condemnation unless otherwise determined.
3. The City will provide legal support with documentation including agreements, deeds and contractual exceptions.
4. City will provide the funds necessary to complete the purchase of the Dundee Interconnect Parcel.
5. Only one appraisal will be required.
6. Title company fees are reimbursable.
7. Construction services associated with the extension of the 14-inch pipe are included in Task Order 2, CEI Services for SR 542 Utility Adjustment.
8. Construction services for the potable water interconnects will be provided under a separate Task Order.
9. All construction activities associated with the 14-inch pipe extension will be below grade. The pipe will be terminated ~225 feet northwest of the aeration tank at the Town of Dundee's WTP. See Figure 1 at the conclusion of this Amendment.
10. The Town of Dundee and their engineering consultant will be responsible for designing the final linear footage to the aeration tank, designing the connection and support of the pipe on the tank, and determining the location and design for the core into the aeration tank.
11. The City will assist the Consultant in coordinating with the Southern Power and Electric Company to provide an electrical box and transformer as needed for the Dundee Interconnect site.
12. The City will obtain temporary construction permits as needed.
13. No Maintenance of Traffic drawings are required.
14. The City of Winter Haven and the Town of Dundee will be prepared to attend review meetings within 2 weeks of submittals.
15. The meetings included in this scope are the PDR review meeting and 90% review meeting.
16. The interconnects are intended for emergency use only and do not require automation.
17. The booster pumps are intended for use during planned events and do not require automation. Pump flow control will be provided via control valves; thus, variable frequency drives are not necessary and will not be provided. A stand-by pump is not required.

## QUALITY CONTROL

Consultant will be responsible for the professional quality of all deliverables. This shall include an internal Quality Assurance Plan that, as a minimum, provides review of all deliverables and significant calculations by another qualified professional that was not responsible for preparing the deliverable or calculation.

## SCHEDULE AND DELIVERABLES

The anticipated schedule below assumes that construction documents will be ready for bid by the end of July 2022 and also assumes that formal issuance of the notice to proceed (NTP) will be received following the December 2021 Board meeting.

The schedule for completion of Construction Documents associated with the extension of the 14-inch reclaimed water pipe may be accelerated at the City's request.

Deliverable	Duration from NTP
Draft Preliminary Design Report	6 weeks
Preliminary Design Report Workshop	8 weeks
Final Preliminary Design Report	10 weeks
90% Design Submittal	16 weeks
90% Design Review Meeting	18 weeks
Final Contract Documents Submittal	22 weeks
Bidding	TBD

## COMPENSATION

Amendment 1 to Task Order 1 requests a not-to-exceed cost of \$93,435.84, with budgets between tasks and expenses being interchangeable. Atkins will submit monthly invoices as needed based on lump sum costs. Expenses submitted for payment shall include expense receipts. See Attachment 1 for Cost Detail.

Task No	Description	Labor	Expenses	Total
1	Project Management	\$7,679.12	\$0.00	\$7,679.12
2	Parcel Purchase Assistance	\$15,076.00	\$5,700.00	\$20,776.00
3	Dundee Bulk Water Supply	\$39,167.24	\$11,600.00	\$50,767.24
4	Permitting Assistance	\$2,198.66	\$3,400.00	\$5,598.66
5	Bid Phase Services	\$5,764.82	\$0.00	\$5,764.82
6	Expenses	\$0.00	\$2,850.00	\$2,850.00
	<b>Totals</b>	<b>\$69,885.84</b>	<b>\$23,550.00</b>	<b>\$93,435.84</b>

## AUTHORIZATION

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly elected officials, this **Amendment 1 to Task Order 1** in duplicate on the respective dates indicated below.


<b>CONSULTANT:</b> <u>Atkins North America, Inc.</u>	<b>CITY:</b> <u>City of Winter Haven</u>
<b>SIGNED:</b> <u></u>	<b>SIGNED:</b> _____
<b>TYPE NAME:</b> <u>Chris Rader, PE</u>	<b>TYPE NAME:</b> _____
<b>TITLE:</b> <u>Sr. Division Manager</u>	<b>TITLE:</b> _____
<b>DATE:</b> _____	<b>DATE:</b> _____





Figure 1. 14-inch Pipe Termination Point at Dundee WTP

COMPOSITE EXHIBIT "A"

Attachment 1

Cost Detail

EXHIBIT "B"  
**ATKINS**

Member of the SNC-Lavalin Group

**Cost Proposal - Detail**

Potable Water Interconnects AMD 1

City of Winter Haven

100070940

Submittal Date:

Nov. 22, 2021

Task#	Resource Category	Description	O/H Pool	Rate	Unit	Qty	Extended Price
<b>1D.A1.1 Project Management</b>							
<b>Labor</b>							
		Project Director	Home	246.52	Hr	2.0	493.04
		Sr Project Manager	Home	218.62	Hr	24.0	5,246.88
		Sr Engineer I	Home	121.20	Hr	16.0	1,939.20
		<b>Labor Total</b>				<b>42</b>	<b>7,679.12</b>
<b>1D.A1.1 Project Management Total</b>							<b>7,679.12</b>
<b>1D.A1.2 Parcel Purchase Assistance</b>							
<b>Labor</b>							
		Project Director	Home	246.52	Hr	16.0	3,944.32
		Sr Project Manager	Home	218.62	Hr	12.0	2,623.44
		Sr ROW Agent III	Home	169.68	Hr	48.0	8,144.64
		Project Assistant II	Home	90.90	Hr	4.0	363.60
		<b>Labor Total</b>				<b>80</b>	<b>15,076.00</b>
		<b>Subcontract &amp; Consultants</b>				<b>5,700.0</b>	<b>5,700.00</b>
		Property Appraisal		1.0	-	4,700.0	4,700.00
		Title Work		1.0	-	1,000.0	1,000.00
		<b>Subcontract and Expenses Total</b>					<b>5,700.00</b>
<b>1D.A1.2 Parcel Purchase Assistance Total</b>							<b>20,776.00</b>
<b>1D.A1.3 Dundee Bulk Water Supply</b>							
<b>Labor</b>							
		Sr Project Manager	Home	218.62	Hr	24.0	5,246.88
		Sr Engineer I	Home	121.20	Hr	64.0	7,756.80
		Sr Engineer III	Home	177.29	Hr	24.0	4,254.96
		Sr Designer III	Home	148.59	Hr	80.0	11,887.20

EXHIBIT "B"



Member of the SNC-Lavalin Group

**Cost Proposal - Detail**

Potable Water Interconnects AMD 1

City of Winter Haven

100070940

Submittal Date:

Nov. 22, 2021

Task#	Resource Category	Description	O/H Pool	Rate	Unit	Qty	Extended Price
		2-Person Survey Crew	Home	149.89	Hr	40.0	5,995.60
		Sr Surveyor I	Home	75.75	Hr	7.0	530.25
		Sr Surveyor III	Home	159.01	Hr	3.0	477.03
		Surveyor I	Home	88.78	Hr	34.0	3,018.52
		<b>Labor Total</b>				<b>276</b>	<b>39,167.24</b>
		<b>Subcontract &amp; Consultants</b>					<b>11,600.00</b>
		KMAC Consulting Services		1.0	-	11,600.0	11,600.00
		<b>Subcontract and Expenses Total</b>					<b>11,600.00</b>
<b>1D.A1.3</b>		<b>Dundee Bulk Water Supply Total</b>					<b>50,767.24</b>
<b>1D.A1.4</b>		<b>Permitting Assistance</b>					
		<b>Labor</b>					
		Sr Project Manager	Home	218.62	Hr	4.0	874.48
		Sr Engineer I	Home	121.20	Hr	8.0	969.60
		Sr Engineer III	Home	177.29	Hr	2.0	354.58
		<b>Labor Total</b>				<b>14</b>	<b>2,198.66</b>
		<b>ODCs</b>				<b>3,400.0</b>	<b>3,400.00</b>
		Filing Fees & Permits		1.0	-	3,400.0	3,400.00
		<b>Subcontract and Expenses Total</b>					<b>3,400.00</b>
<b>1D.A1.4</b>		<b>Permitting Assistance Total</b>					<b>5,598.66</b>
<b>1D.A1.5</b>		<b>Bid Phase Services</b>					
		<b>Labor</b>					
		Sr Project Manager	Home	218.62	Hr	4.0	874.48
		Sr Engineer I	Home	121.20	Hr	8.0	969.60

EXHIBIT "B"  
**ATKINS**

Member of the SNC-Lavalin Group

**Cost Proposal - Detail**

Potable Water Interconnects AMD 1

City of Winter Haven

100070940

Submittal Date:

Nov. 22, 2021

Task#	Resource Category	Description	O/H Pool	Rate	Unit	Qty	Extended Price	
		Sr Engineer III	Home	177.29	Hr	2.0	354.58	
		Sr Designer III	Home	148.59	Hr	24.0	3,566.16	
		<b>Labor Total</b>				<b>38</b>	<b>5,764.82</b>	
<b>1D.A1.5 Bid Phase Services Total</b>							<b>5,764.82</b>	
<b>1D.A1.6 Expenses</b>								
		<b>Travel</b>					<b>750.00</b>	
		Mileage		1.0	-	500.0	500.00	
		Supplies		1.0	-	200.0	200.00	
		Tolls		1.0	-	50.0	50.00	
		<b>ODCs</b>				<b>2,100.0</b>	<b>2,100.00</b>	
		Shipping & Postage		1.0	-	100.0	100.00	
		Copies & Prints		1.0	-	2,000.0	2,000.00	
		<b>Subcontract and Expenses Total</b>					<b>2,850.00</b>	
<b>1D.A1.6 Expenses Total</b>							<b>2,850.00</b>	
<b>0</b>	<b>0</b>							
		<b>Subcontract &amp; Consultants</b>					<b>-</b>	
		KMAC Consulting Services		1.0	-	-	-	
		<b>Subcontract and Expenses Total</b>					<b>-</b>	
<b>0</b>	<b>0</b>	<b>Total</b>						<b>-</b>
<b>Total Extended Price</b>							<b>93,435.84</b>	