

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
SUMMARY AGENDA
December 7, 2016 @ 9:30 a.m.**

Manatee County Administrative Center Commission
Chambers, First Floor
1112 Manatee Avenue West, Bradenton, FL

ALL MEETINGS ARE OPEN TO THE PUBLIC

Commissioner Christopher G. Constance, Charlotte County, Chairman
Commissioner Alan Maio, Sarasota County, Vice Chairman
Commissioner Elton A. Langford, DeSoto County
Commissioner Betsy Benac, Manatee County

CALL TO ORDER

INVOCATION

Commissioner Elton Langford

PRESENTATION OF THE COLORS PLEDGE OF ALLEGIANCE

Led by the Board

WELCOME GUESTS

PUBLIC COMMENTS

Open to the Public – Three (3) minute time limit per person. Anyone wishing to address the Board on any agenda item or non-agenda issue should complete a ‘request to speak’ card and hand to the recording secretary.

RESOLUTIONS/PRESENTATIONS

1. Resolution 2016-07 ‘Recognition of Commissioner John Chappie for Service to the Region and Peace River Manasota Regional Water Supply Authority.’

Recommended Action -

Motion to approve Resolution 2016-07 ‘Recognition of Commissioner John Chappie for Service to the Region as a Member of the Peace River Manasota Regional Water Supply Authority Board of Directors’.

The Authority wishes to recognize Commissioner John Chappie for his service to the region as a member of the Peace River Manasota Regional Water Supply Authority Board of Directors.

2. Brian Armstrong, Executive Director SWFWMD - Presentation

Brian Armstrong, Executive Director of Southwest Florida Water Management District will address the Board. Mandy Rice, recently appointed assistant executive director will also be in attendance.

3. Award Presentation

Awards recently given to the Authority will be presented to the Board.

CONSENT AGENDA

1. Minutes of October 5, 2016 Board of Directors Meeting

Recommended Action - **Motion** to approve minutes of October 5, 2016 Board of Directors meeting.

Draft minutes of the October 5, 2016 Board of Directors meeting are provided for Board approval.

2. Board of Directors' Meeting Schedule for Calendar Year 2017

Recommended Action - **Motion** to approve Board of Directors' meeting schedule for calendar year 2017.

As an independent special district under Chapter 189, F.S., the Authority is required to file an annual meeting schedule with the 'local governing authority or authorities'. The proposed meeting schedule for calendar year 2017 has been coordinated with each of the Board members' office. Authority Board of Director's meetings are scheduled for the first Wednesday of the month on a bi-monthly schedule. The April 2017 Board meeting has been scheduled for the second Wednesday, April 12 to avoid conflict with the FAC legislative day scheduled for April 5 in Tallahassee.

Upon approval the schedule will be sent to each county clerk and county commission chairman. Courtesy copies will also be provided to the Southwest Florida Water Management District and to the City of North Port. The meeting schedule is also posted on the Authority's website at www.regionalwater.org.

3. Approve by Affirmation DEP Grant Agreement No. LP58011 [Phase 3B Interconnect]

Recommended Action - **Motion** to approve by affirmation FDEP grant Agreement for LP58011 [Phase 3B Interconnect].

The State legislature approved a FY 2017 grant of \$500,000 to the Authority for Regional Loop Pipeline System expansion. The Authority's FY 2017 budget allocates the state funding to the Phase 3B Regional Interconnect due to the stage of that project (in preliminary design) which enables use of the State funds immediately. The grant agreement was provided to the Authority by the FDEP in October and has been executed by the Executive Director.

4. Approve Firms for 'General Professional Services for Water Facility Instrumentation and Control Systems and Low/Medium Duty Electrical'

Recommended Action - **Motion** to approve recommended short-list of firms and authorize Executive Director to execute Agreement for 'General Professional Services for Water Facility Instrumentation and Control Systems and Low/Medium Duty Electrical' with each respective firm contingent on review of contract documents by the General Counsel.

Request for Proposals (RFP's) for 'General Professional Services for Water Facility Instrumentation and Control Systems and Low/Medium Duty Electrical' were advertised in accordance with the Authority's Procurement Policy and nine (9) Statements of Qualifications were received by the September 15, 2016 deadline. These as-needed professional services include PLC programming, diagnostics, maintenance, and updates/upgrade of SCADA system, the ADAS system, and other electronic data collection and control systems, data storage and database management, design of I&C systems, installation and repair of

hydrologic monitoring systems, and repair of other Authority water facility electronic and industrial electrical systems up to 23.5 kV.

Staff recommends the Authority Board of Directors approve the recommended short-list of firms below for award of Agreements for ‘General Professional Services for Water Facility Instrumentation and Control Systems and Low/Medium Duty Electrical’ and authorize the Executive Director to execute an Agreement with each respective firm contingent on review and approval of contract documents by the Authority General Counsel. The proposed Agreements have a three-year initial term with up to two additional one-year extensions. Authorization limits in the Agreement are up to \$50,000 per Work Order with approval of the Executive Director and up to \$200,000 if approved by the Board.

Short-Listed of Recommended Firms (listed alphabetically)	Office Location
Automated Integration	Brandon
CEC Controls	Bradenton
J.H. Ham Engineering	Lakeland
Locher Environmental	Venice
Revere Controls	Lakeland
Sharek Solutions	Sarasota

5. Approve Firms for ‘General Land Management Services’

Recommended Action -

Motion to approve recommended short-list of firms and authorize Executive Director to execute Agreement for ‘General Land Management Services’ with each respective firm contingent on review of contract documents by the General Counsel.

The Authority’s existing General Land Management Services Contract expires in late December 2016. Request for Proposals (RFP’s) for General Land Management Services were advertised in accordance with the Authority’s Procurement Policy and three (3) Proposals were received by the September 15, 2016 deadline. These as-needed services are utilized to conduct prescribed burns, optimize natural environmental conditions and habitat, control exotic vegetation and invasive species, maintain trails, and performing site security on the 6,000-acre RV Griffin Reserve, and other Authority owned and controlled lands.

Staff recommends the Authority Board of Directors approve the recommended short-list of firms below for award of Agreements for ‘General Land Management Services’ and authorize the Executive Director to execute an Agreement with each respective firm contingent on review and approval of contract documents by the Authority General Counsel. The proposed Agreements have a three-year initial term with up to two additional one-year extensions. Authorization limits in the Agreement are up to \$50,000 per Work Order with approval of the Executive Director and up to \$200,000 if approved by the Board.

Short List of Recommended Firms (listed alphabetically)	Office Location
HVMI	North Port
Natural Resources LLC	Arcadia
Sumner Land Management	Balm

6. Approve Firms for ‘As-Needed Facility and Pipeline Mowing & Grounds Maintenance Services’

Recommended Action -

Motion to approve recommended short-list of firms and authorize Executive Director to execute Agreement for ‘As-Needed Facility and Pipeline Mowing and Grounds Maintenance Services’ with each respective firm contingent on review of contract documents by the General Counsel.

The Authority’s existing As-Needed Facility and Pipeline Mowing and Grounds Maintenance Services contracts will expire in April, 2017. Request for Proposals (RFP’s) were advertised in accordance with the Authority’s Procurement Policy and four (4) Proposals were received by the October 24, 2016 deadline. These as-needed services typically include periodic mowing and grounds maintenance for safety, security, access, and appearance on Authority owned and managed properties.

Staff recommends the Authority Board of Directors approve the recommended short- list of firms below for award of Agreements for ‘As-Needed Facility and Pipeline Mowing and Grounds Maintenance Services’ and authorize the Executive Director to execute Agreements with each respective firm contingent on review and approval of final contract documents by Authority General Counsel. The proposed Agreements have a three year initial term with up to two additional one-year extensions. Authorization limits in the Agreement are up to \$100,000 per Work Order with approval of the Executive Director and up to \$300,000 if approved by the Board.

Firms (listed alphabetically)	Location
Coronado Lawn Services of Florida, LLC	Bradenton
HVMI, LLC	North Port
M&M Contractors, Inc.	Parrish
West Coast Mowing	Venice

7. Approve Firms for ‘As-Needed Construction Services - Water Well Drilling and Repair’

Recommended Action -

Motion to approve recommended short -list of firms and authorize Executive Director to execute Agreement for ‘As-Needed Construction Services - Water Well Drilling/Repair’ with the respective firms contingent on review of contract documents by the General Counsel.

The Authority’s existing As-Needed Construction Services contracts will expire in February 2017. Request for Proposals (RFP’s) were advertised in accordance with the Authority’s Procurement Policy and two (2) Proposals conforming to submittal requirements were received by the October 17, 2016 deadline. These as-needed services are utilized for maintenance and repair of ASR production and monitor wells at the Peace River Facility.

Staff recommends the Authority Board of Directors approve the recommended list of firms below for award of Agreements for ‘As-Needed Construction Services - Water Well Drilling/Repair’ and authorize the Executive Director to execute an Agreement with each listed firm contingent on review of contract documents by Authority General Counsel. The proposed Agreements have a three year initial term with up to two additional one year extensions. Authorization limits in the Agreement are up to \$100,000 per Work Order by approval of the Executive Director and up to \$300,000 if approved by the Board.

Firms (listed alphabetically)	Location
Applied Drilling & Engineering	Tampa
David Canon Well Drilling	Parrish

8. Approve Firms for ‘As-Needed Construction Services - Sitework/Earthwork’

Recommended Action -

Motion to approve recommended short-list of firms and authorize Executive Director to execute Agreement for ‘As-Needed Construction Services - Sitework/Earthwork’ with each respective firm contingent on review of contract documents by the General Counsel.

The Authority’s existing As-Needed Construction Services contracts will expire in February 2017. Request for Proposals (RFP’s) were advertised in accordance with the Authority’s Procurement Policy and five (5) Proposals conforming to submittal requirements were received by the October 17, 2016 deadline. These as-needed services are utilized for repair and maintenance of internal roads, pipeline roads, stormwater systems, and reservoir and land maintenance.

Staff recommends the Authority Board of Directors approve the recommended short-list of firms below for award of contracts for ‘As-Needed Construction Services - Sitework/Earthwork’ and authorize the Executive Director to execute such Agreements with each respective firm contingent on review of contract documents by Authority General Counsel. The proposed contracts have a three year initial term with up to two additional one year extensions. Authorization limits in the Agreement are up to \$100,000 per Work Order with approval of the Executive Director and up to \$300,000 if approved by the Board.

Firms (listed alphabetically)	Location
Forsberg Construction, Inc.	Punta Gorda
Natural Resources, LLC	Arcadia
Woodruff & Sons, Inc.	Bradenton

9. Approve Firms for ‘As-Needed Construction Services - Building Construction/Modifications’

Recommended Action -

Motion to approve recommended short-list of firms and authorize Executive Director to execute Agreement for ‘As-Needed Construction Services - Building Construction/Modifications’ with each respective firm contingent on review of contract documents by the General Counsel.

The Authority’s existing As-Needed Construction Services contracts will expire in February 2017. Request for Proposals (RFP’s) were advertised in accordance with the Authority’s Procurement Policy and three (3) Proposals were received by the October 17, 2016 deadline. These as-needed services are utilized for repair and maintenance of the Peace River Facility buildings and structures.

Staff recommends the Authority Board of Directors approve the recommended short-list of firms below for award of Agreements for ‘As-Needed Construction Services - Building Construction/Modifications’ and authorize the Executive Director to execute such Agreements with each respective firm contingent on review of contract documents by Authority General Counsel. The proposed Agreements have a three year initial term with up to two additional one year extensions. Authorization limits in the Agreement are up to \$100,000 per Work Order with approval of the Executive Director and up to \$300,000 if approved by the Board.

Firms (listed alphabetically)	Location
Garney Construction	Winter Garden
Halfacre Construction Co.	Sarasota
Magnum Builders of Sarasota, Inc.	Sarasota

10. Approve Firms for ‘As-Needed Construction Services - Water Treatment Process and Pipeline Construction/Repair/Replacement’

Recommended Action -

Motion to approve recommended short-list of firms and authorize Executive Director to execute Agreement for ‘As-Needed Construction Services - Water Treatment Process and Pipeline Construction/Repair/Replacement’ with each respective firm contingent on review of contract documents by the General Counsel.

The Authority’s existing As-Needed Construction Services contracts will expire in February 2017. Request for Proposals (RFP’s) were advertised in accordance with the Authority’s Procurement Policy and four (4) Proposals were received by the October 17, 2016 deadline. These as-needed services are utilized for repair and maintenance of Authority water treatment facilities, regional pipelines, pumping stations and finished water storage tanks.

Staff recommends the Authority Board of Directors approve the recommended short- list of firms below for award of Agreements for ‘As-Needed Construction Services - Water Treatment Process and Pipeline Construction/Repair /Replacement’ and authorize the Executive Director to execute Agreement with each respective firm contingent on review of contract documents by Authority General Counsel. The proposed Agreements have a three year initial term with up to two additional one year extensions. Authorization limits in the Agreement are up to \$100,000 per Work Order with approval of the Executive Director and up to \$300,000 if approved by the Board.

Firms (listed alphabetically)	Location
Forsberg Construction, Inc.	Punta Gorda
Garney Construction	Winter Garden
Westra Construction Corp	Palmetto
Woodruff & Sons, Inc.	Bradenton

11. Approve Firm for ‘As-Needed Construction Services – Electrical’

Recommended Action -

Motion to approve recommended listed firm and authorize Executive Director to execute Agreement for ‘As-Needed Construction Services – Electrical’ with the respective firm contingent on review of contract documents by the General Counsel.

The Authority’s existing As-Needed Construction Services contracts will expire in February 2017. Request for Proposals (RFP’s) were advertised in accordance with the Authority’s Procurement Policy and one (1) Proposal was received by the October 17, 2016 deadline. These as-needed services are utilized for maintenance and repair of plant electrical such as motor control centers and circuits, switchgear, and lighting.

Staff recommends the Authority Board of Directors approve the recommended listed firm below for award of Agreement for ‘As-Needed Construction Services - Electrical’ and authorize the Executive

Director to execute Agreement with the respective firm contingent on review of contract required documents by Authority General Counsel. Proposed contracts have a three year initial term with up to two additional one year extensions. Authorization limits in the Agreement are up to \$100,000 per Work Order with approval of the Executive Director and up to \$300,000 if approved by the Board.

Firms (listed alphabetically)	Location
J.H. Ham Engineering, Inc.	

12. Approve Firm for ‘As-Needed Construction Services – Painting’

Recommended Action -

Motion to approve recommended listed firm and authorize Executive Director to execute Agreement for ‘As-Needed Construction Services – Painting’ with the respective firm contingent on review of contract documents by the General Counsel.

The Authority’s existing As-Needed Construction Services contracts will expire in February 2017. Request for Proposals (RFP’s) were advertised in accordance with the Authority’s Procurement Policy and one (1) Proposal conforming to submittal requirements was received by the October 17, 2016 deadline. These as-needed services are utilized for painting and industrial coating applications on Authority’s pipelines, buildings, and structures including storage tanks and other appurtenances.

Staff recommends the Authority Board of Directors approve the recommended listed firm below for award of Agreement for ‘As-Needed Construction Services - Painting’ and authorize the Executive Director to execute such Agreement with the respective firm contingent on review of contract documents by Authority General Counsel. Proposed contracts have a three year initial term with up to two additional one year extensions. Proposed spending authorization limits are up to \$100,000 per Work Order with approval of the Executive Director and up to \$300,000 if approved by the Board.

Firms (listed alphabetically)	Location
Crom Coatings, a Division of Crom, LLC	Gainesville

13. Approve Disbursement of Funds to Customers for FY 2016 Debt Service Coverage Payments

Recommended Action -

Motion to approve Fund Disbursements in accordance with the FY 2017 Budget.

Funds were collected for debt service coverage to meet bond covenants in the base rate charge from Authority Customers in FY 2016. The FY 2017 Budget includes the disbursement of these funds back to the respective Customers. The disbursements of funds as approved in the FY 2017 Budget are shown below.

Customer	Fund Disbursement
Charlotte County	\$268,910
DeSoto County	\$33,789
Sarasota County	\$889,887
City of North Port	\$153,590
Total	\$1,346,176

14. Approve Change Order No. 1 and Project Close Out for ‘Peace River Facility Plant 2 Concrete Coatings Restoration Project’ with Crom Engineering and Construction Services

Recommended Action - **Motion** to approve and authorize Executive Director to execute Change Order No. 1 for ‘Peace River Facility Plant 2 Concrete Coatings Restoration Project’ with Crom Engineering and Construction Services.

Crom Engineering and Construction Services was awarded the referenced project as approved by the Board in January 2016, worked efficiently and to the Authority’s satisfaction and completed the effort within the contract price. Authority staff competitively negotiated additional work at additional structures funded by unspent reserves under the original contract. That additional work required additional time and has since been successfully completed without the need for any supplemental funds beyond the originally approved contract price.

The additional work did require additional contract time and staff, with support from the Engineer-of-Record for this project, TKW Consulting Engineers, recommends the Board authorize Change Order No. 1 which adds 83 days of additional time at no additional cost be approved as a part of the project closeout to extend the contract duration to its proper end. Staff recommends the Board authorize the Executive Director to execute the Change Order and any other pertinent contract closeout documentation, as may be needed.

15. Approve Revised Executive Director Annual Review Form

Recommended Action - **Motion** to approve revised Executive Director Annual Review Form.

Commissioner Constance has submitted revision to the Executive Director annual review form adding ‘Integrity and Professionalism’ as an evaluation category.

REGULAR AGENDA

1. Water Supply Conditions – Staff Presentation

Recommended Action - **Status Report.** This item is presented for the Board’s information and no action is required.

Water Supply Conditions at the Peace River Facility as of November 20, 2016.

- Water Supply Quantity: Excellent
- Treated Water Quality: Excellent

November Water Demand	28.39 MGD
November River Withdrawals	33.12 MGD
Storage Volume:	
Reservoirs	6.55 BG
ASR	6.74 BG
Total	13.29 BG

2. Legislative Priorities for 2017

Recommended Action - **Motion** to adopt Legislative Priorities for 2017.

Diane Salz, legislative consultant to the Authority, will present draft legislative priorities for the upcoming 2017 legislative session for Board consideration. These legislative priorities will be submitted to each of the Authority members' respective County Delegation meeting.

3. Strategic Plan Implementation Process

Recommended Action - **Status Report.** This item is presented for the Board's information and no action is required.

John Shearer is facilitating the Strategic Plan Implementation Process with the Administrators and Utility staffs. Mr. Shearer will provide the draft implementation plan to the Board.

4. Regional Integrated Loop System Phase 1 Interconnect Project [U.S. 17 to Punta Gorda]

Recommended Action - **Status Report.** This item is presented for the Board's information and no action is required.

a. Phase 1 Interconnect Project Update

The Board selected King Engineering Associates, Inc. (King) for the Phase 1 Project and approved a work order for preliminary engineering and development of the Basis of Design Report (BODR) in March 2016. The project is being funded by SWFWMD, State Appropriations and Punta Gorda for a total budget of \$12-million. King submitted the Draft BODR in November 2016 which is currently under review by Member and Customer Governments, the City of Punta Gorda, SWFWMD and FDEP.

The Phase 1 Interconnect will connect the terminus of the Regional Transmission System on U.S. 17, at the Desoto/Charlotte County line with the Punta Gorda Shell Creek Facility (SCF). The proposed pipeline is a 24-inch diameter and approximately 6-miles in length that will convey potable water to and from the Authority's Regional System and the SCF. Work Order No. 2 for Final Design and Permitting will be presented at the February Board Meeting.

b. Draft Basis of Design Report

King hydraulically modeled the Phase 1 Interconnect and determined that the proposed 24-inch diameter pipe would meet flow and pressure demand requirements in accordance with the SWFWMD Cooperative Funding Agreement for the Regional System to deliver 4-mgd to the SCF and the SCF to deliver 2-mgd to the Regional System through the Phase 1 Interconnect. King assessed 3 alternate pipeline routes for final evaluation. All 3 routes cross Shell Creek by horizontal directional drilling. The 3 routes were compared and evaluated based upon several factors including cost, environmental factors/permitting, constructability, property/easement requirements, long term planning and public input.

King will discuss the project background, selection of alternate routes for evaluation, determination of the recommended route and method of crossing Shell Creek for the Phase 1 Interconnect and the Engineer's Opinion of Probable Cost and Schedule.

5. Phase 1A Regional Interconnect Operational Protocol with Punta Gorda

Recommended Action - **Status Report.** This item is presented for the Board's information and no action is required.

In addition to providing service to Charlotte County in the Deep Creek area, the Phase 1A Pipeline interconnects the Authority's Regional System with the City of Punta Gorda. This connection is intended to improve reliability for both systems, providing service in event of emergencies, as well as supporting water purchase or transfer when needed by the City and the Regional System.

Phase 1A was placed in service in October 2012 and includes approximately nine-miles of 24-inch diameter pipeline, and a 6 MGD pumping station with 500,000 gallon finished water storage tank. There are five (5) connections serving Charlotte County on the north side of the Peace River, and one connection with the City of Punta Gorda water system along U.S. 17 south of the river. Operation of the connection with the City of Punta Gorda is conducted in accordance with a September 2013 'Water Systems Interconnect and Water Transfer Contract' between the Authority and the City. That Contract was amended in February 2016 to include the Phase 1 Regional Interconnect which is currently in the design stage.

Staff will discuss the operational protocol in use for the Phase 1A connection with the City of Punta Gorda such that these facilities remain in a ready-to-serve status at all times.

GENERAL COUNSEL'S REPORT

EXECUTIVE DIRECTOR'S REPORT

ROUTINE STATUS REPORTS

1. Hydrologic Conditions Report
2. Check Registers for September and October 2016
3. Regional Integrated Loop System Phase 3B Interconnect [S.R. 681 to Clark Road]
4. Partially Treated Water Aquifer Storage & Recovery Pilot Testing
5. Peace River Basin Report **[NEW]**

BOARD MEMBER COMMENTS

PUBLIC COMMENTS

Open to the Public – Three (3) minute time limit per person. Anyone wishing to address the Board on any issue should complete a 'request to speak' card and hand to the recording secretary.

ANNOUNCEMENTS

Regional Water Forum

Thursday, January 19, 2017 @ 10:00 a.m.

Polo Grill - Fete Ballroom

10670 Boardwalk Loop

Lakewood Ranch, Florida 34202

Next Authority Board Meeting

Wednesday, February 1, 2017 @ 9:30 a.m.

Peace River Facility

Water Quality/Training Facility

8998 SW County Road 769 (Kings Highway), Arcadia, Florida

Future Authority Board Meetings

April 12, 2017 @ 9:30 a.m. – DeSoto County Administration Building, Arcadia, Florida

June 7, 2017 @ 9:30 a.m. – Charlotte County Administration Center, Port Charlotte, Florida

ADJOURNMENT

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2016**

**RESOLUTIONS/PRESENTATION
ITEM 1**

**Resolution 2016-07 'Recognition of Commissioner John Chappie for Service to the
Region and Peace River Manasota Regional Water Supply Authority'**

Recommended Action -

Motion to approve Resolution 2016-07 'Recognition of Commissioner John Chappie for Service to the Region as a Member of the Peace River Manasota Regional Water Supply Authority Board of Directors'.

The Authority wishes to recognize Commissioner John Chappie for his service to the region as a member of the Peace River Manasota Regional Water Supply Authority Board of Directors.

Attachments:

Resolution 2016-07

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Resolution 2016-07

**RECOGNITION OF COMMISSIONER JOHN CHAPPIE
FOR SERVICE TO THE REGION AS A MEMBER OF THE PEACE RIVER
MANASOTA REGIONAL WATER SUPPLY AUTHORITY BOARD OF DIRECTORS**

The Peace River Manasota Regional Water Supply Authority, created pursuant to Chapter 373, Florida Statutes, and interlocal agreement pursuant to Chapter 163, Florida Statutes, in lawful session and in regular order of business properly presented, finds that:

WHEREAS, Commissioner Chappie was elected to the Bradenton Beach City Commission in 1997 serving as City Commissioner through 2001 and 2007 through 2008; and

WHEREAS, Commissioner Chappie also served as Mayor of Bradenton Beach from 2001 through 2007; and

WHEREAS, Commissioner Chappie was elected to the Manatee County Commission in 2008, and re-elected in 2012, and now completing his second term; and

WHEREAS, Commissioner Chappie was appointed by the Manatee County Commission to represent the County on the Authority Board of Directors from 2008 through 2016; and

WHEREAS, Commissioner Chappie served as chair of the Authority Board of Directors in 2011 and 2015; and

WEREAS, Commissioner Chappie furthered the creation of a regional water system to better serve the residents and businesses of Charlotte, DeSoto, Manatee and Sarasota counties; and

WHEREAS, Commissioner Chappie served in a spirit of cooperation toward local governments, regional, state and federal agencies and the public.

NOW, THEREFORE, BE IT RESOLVED, the Peace River Manasota Regional Water Supply Authority does hereby express its appreciation to Commissioner John Chappie for his outstanding contribution throughout his career in public service and as a member of the Authority Board of Directors, his contributions toward development of a reliable, sustainable and affordable regional water supply system and his leadership on behalf of the citizens of the four county region.

Done at Bradenton, Florida, this Seventh day of December, 2016.

Attest:

Peace River Manasota
Regional Water Supply Authority

Patrick J. Lehman, Executive Director

Christopher G. Constance, Chair

Approved as to Form:

Douglas Manson, General Counsel for
Peace River Manasota Regional Water Supply Authority

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2016

RESOLUTIONS/PRESENTATION
ITEM 2

Brian Armstrong, Executive Director SWFWMD

Brian Armstrong, Executive Director of Southwest Florida Water Management District will address the Board. Mandy Rice, recently appointed SWFWMD Assistant Executive Director will also be in attendance.

Attachments:

Brian Armstrong bio

Brian Armstrong

Executive Director

Brian Armstrong was appointed as the executive director of the Southwest Florida Water Management District in June 2016.



Armstrong had previously served as the District's assistant executive director where he provided daily oversight of three Divisions and more than 400 staff. As the assistant executive director, Armstrong introduced Six Sigma principles to the District creating a program to successfully reduce waste and unnecessary processes, saving money and time; introduced SMART goals to the District's employee evaluation system, establishing quantifiable metrics for employee performance; oversaw the development of the District's first Business Plan using a balanced score card approach to establish key performance indicators and metrics to define verifiable operating and resource requests, and served as District negotiator for the successful development of the Polk County Regional Water Cooperative, involving Polk County and 17 separate municipalities.

Armstrong has more than 15 years of experience in water resource management. He previously served as the assistant director for the Department of Environmental Protection (DEP) Southwest District. There, he led the restructuring of the DEP District operations by reducing costs and improving internal operating performance, including the creation of a successful compliance management team to reduce redundancy and create greater inspection efficiencies; worked with assistant district directors statewide to develop consistent performance standards, SMART goals and level of service work plans, and established the DEP Southwest District's first Business Plan by focusing Senior Staff on targeted budget reductions, compliance and permitting goals.

Prior to the FDEP position, Armstrong served as the Water Supply and Resource Development manager for the District where he directed a multidisciplinary staff of engineers, professional geologists, hydrologists, conservation analysts and environmental scientists toward common goals through self-motivation, team building and delegation of responsibilities.

Armstrong is a licensed professional geologist, who earned his Bachelor of Science in Geology and his Master's Degree in Hydrogeology from the University of South Florida.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2016

RESOLUTIONS/PRESENTATION
ITEM 3

Awards Presentation

Awards recently given to the Authority will be presented to the Board.

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2016**

**CONSENT AGENDA
ITEM 1**

Minutes of October 5, 2016 Board of Directors Meeting

Recommended Action -

Motion to approve minutes of October 5, 2016 Board of Directors meeting.

Draft minutes of the October 5, 2016 Board of Directors meeting are provided for Board approval.

Attachments:

Draft Minutes of October 5, 2016 Board of Directors Meeting

Minutes of Board of Directors Meeting
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
Sarasota County Administration Center
Commission Chambers, First Floor
1660 Ringling Boulevard, Sarasota, Florida

Board Members Present:

Commissioner Christopher G. Constance, Charlotte County, Chairman
Commissioner Alan Maio, Sarasota County, Vice Chairman
Commissioner Elton A. Langford, DeSoto County
Commissioner John R. Chappie, Manatee County

Staff Present:

Patrick Lehman, Executive Director
Doug Manson, General Counsel
Mike Coates, Deputy Director
Kevin Morris, Science and Technology Officer
Richard Anderson, System Operations Manager
Ann Lee, Finance/Administration Manager
Ford Ritz, Project Engineer
Jessica Benson, Agency Clerk

Others Present:

A list of others present who signed the attendance roster for this meeting is filed with the permanent records of the Authority. Commissioner Constance recognized Charlotte County Commissioners Ken Doherty and Bill Truex, and North Port Commissioner Cheryl Cook.

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

HOST COUNTY ADMINISTRATOR REMARK

Mark Cunningham, Sarasota County Assistant Administrator, provided opening remarks. Mr. Cunningham also introduced Jonathan Evans as the new county assistant administrator who will be assuming his role with the County with regards to the Authority.

PUBLIC COMMENTS

Joe Gilberti, LandTech Design Group, spoke about a groundwater supply on property in Sarasota County.

Sam Esber, Nokomis, Florida spoke about the spring water source.

RESOLUTIONS/PRESENTATIONS

1. Employee Service Recognition

The Authority recognized the following employee for their service:

Milestone	Employee	Position
10 Years	Mike Coates	Deputy Director

CONSENT AGENDA

Commissioner Constance requested Consent Item 3 to be removed for discussion.

- 1 Minutes of July 28, 2016 Board of Directors Meeting
2. Annual Regulatory Plan 2016-2017
3. [REMOVED FOR DISCUSSION] ‘Classification & Pay Plan’ Pay Range Indexing
4. Award Contract the ‘Peace River Intake Pump Station Dredge Project’ to Marine Contracting Group Inc. and authorize the Executive Director to execute the contract for \$262,669
5. Letter of appreciation to Linda Stewart for service to the Authority upon retirement
6. Letter of appreciation to Wendy Griffin for service on the SWFWMD Governing Board
7. Letter of appreciation to Thomas Bronson for service on the SWFWMD Governing Board

Motion was made by Commissioner Langford, seconded by Commissioner Chappie, to approve the consent agenda, with the exception of Item 3. Motion was approved unanimously.

3. ‘Classification & Pay Plan’ Pay Range Indexing

Commissioner Constance asked why Desoto County was not part of the salary survey charts for the classification and Salary Range Indexing. Ms. Ann Lee explained all member counties were contacted, but Desoto County did not respond to the request for information.

Commissioner Constance questioned why Lee County was included and has a higher pay scale than the other counties. Ms. Lee responded that Lee County was included because it is direct competition for jobs and provides a full picture of current labor market.

Motion was made by Commissioner Chappie, seconded by Commissioner Langford, to approve the ‘Classification & Pay Plan’ Pay Range Indexing of 5% effective October 1, 2016. Motion was approved unanimously.

REGULAR AGENDA

**1. Water Supply Conditions – Staff Report
Presented by Richard Anderson, System Operations Manager**

Mr. Anderson said we had unusual weather in August –September period with hurricane Hermine and extra wet weather after the hurricane. This weather provided higher amount of rainfall in the Florida west coast but did not reach the Peace River basin. Rainfall in the Peace River basin has been average around 8 inches. River flow, after hurricane Hermine made landfall, was between 1,000 - 6,000 cubic feet per second [cfs]. River withdrawal in August was 38.52 MGD and September was 10.97 MGD. Surface

water storage is at 6.34 BG for both reservoirs and there is 6.39 BG in the ASR system. Water quality and water quantity is excellent.

Commissioner Constance requested to add weather information on the reports to provide a clear understanding in the historical record of the withdrawals and conditions. Commissioner Maio agreed.

Commissioner Constance asked if the ASR can be over filled. Mr. Anderson said it is not physically possible.

For the region, Mr. Anderson said the Authority and its customers maintain close to 104.7 MGD of finished water supply capacity. For the month of August, the Authority produced about 22.5 MGD and the member utilities produced 40.0 MGD for a total regional use of 62.5 MGD which is about 60% of the region's capacity.

Mr. Anderson reviewed the current demand and supply conditions for each of the members/customers for the month of August including their twelve-month rolling average and historical annual average usage.

Commissioner Constance opined that everyone seems to be using little less water and queried if that was due to efficiencies. Mr. Anderson responded that the values for FY 2015 were fairly close to FY 2016.

Authority members continue to account for about 75% of the region's demand.

2. MBDV P.A. Agreement for General Counsel Services First Amendment

Mr. Manson explained that the Agreement for General Counsel Services with Manson Bolves Donaldson Varn, P.A was entered into August 5, 2015 for a term of three years (October 1, 2015 through September 30, 2018). The Agreement authorizes FY 2016 fees for in-scope activities not to exceed \$180,000. For each subsequent Agreement year, the Board is to set the amount for legal services by amendment.

Mr. Manson stated the amendment is to establish a maximum fee amount for FY 2017 for \$180,000 dollar, same as FY 2016. Mr. Manson said all other provisions of the Agreement remain the same.

Commissioner Constance clarified that the original contact was 3 years, but it set up so it can be re-visited each year to confirm or change the fee amount. The amendment is for one year FY 2017. Mr. Manson said that is correct, next year there will be another amendment.

Commissioner Constance said invoices for FY 2016 through 11 months so far are \$ 142,320 and the fiscal year should finish well below the maximum fee amount allowed.

Motion was made by Commissioner Langford, seconded by Commissioner Chappie, to approve First Amendment of the Agreement of General Counsel Services with MBDV, PA. Motion was approved unanimously.

3. State Lobbyist Services Selection

Mr. Leman said the Authority issued Request for Proposals (RFP) for State Lobbyist services which it includes not only legislative services but DEP and SWFWMD. It was properly noticed per the Authority's Procurement Policy. Four (4) firms submitted proposals in response to the RFP:

- Diana R Salz, Governmental Consulting
- Manson Bolves Donaldson Varn, P.A.
- Peebles & Smith LLC
- The Advocacy Group at Cardenas Partners, LLC

All four member counties' administrators were notified to provide the option for them to appoint a member to the selection committee. Mandy Hines from DeSoto County and Emily Lewis from Charlotte County were volunteered to participate on the selection committee as well as Ann Lee and Patrick Lehman from the Authority. Manatee and Sarasota Counties did not respond to the request.

The selection committee reviewed and ranked the submittals. Two firms ranked high and two ranked low.

The selection committee recommended two firms to the board which have the highest scores for presentations and Board selection:

- Diana R Salz, Governmental Consulting
- Manson Bolves Donaldson Varn, P.A.

Commissioner Constance asked why Sarasota and Manatee were not represented on the selection committee. Mr. Lehman said he did not receive a response from either of the counties and the ultimately the selection is up to the board.

Commissioner Constance said the total score criteria was 105 total points. Diana Salz scored 90, Manson Bolves Donaldson Varn PA 95, the Advocacy Group and Peebles 70. Commissioner Constance also asked if only the top two firms were invited. Mr. Lehman said because of the large difference in scores between the top 2 and the bottom 2 firms, the selection committee recommended to invite only the top 2 firms.

Commissioner Constance asked if the selection committee had any verbal conversation with the firms and if the committee only used the submittals for scoring. Mr. Lehman said the selection committee did not contact the firms. It is not policy to contact them unless requested by the selection committee if more information was needed.

Commissioner Maio clarified Sarasota County did not send a representative to the selection committee not because of lack of interest; they had a discussion and decided not to send a participant. They will handle it differently in the future.

Mrs. Laura Donaldson from MBDV presented first. She had 18 years of experience. She has been a lobbyist since 2001. She has been working with PRMWSA since 2003 in legal issues and also assisting with legislative issues. Mrs. Donaldson worked at SWFWMD as general counsel. She had experience in special districts, environment, growth management, and local government issues.

Diane Salz was next with her presentation. She is the owner of her consulting firm. She has served the Authority for the past 10 years. Her expertise was in government affair with 30 years of experience in Tallahassee. She has successfully secured \$35M for the Authority during her 10 years of service with

\$6M dollars in the last three years.

Commissioner Constance asked Mr. Manson if his firm would be able to separate the fees for each contract legal and lobbyist if MBDV were to be selected. Mr. Manson said they have done it in the past, and that is why their proposed lobbyist fee is only \$36,000 per year because of the synergy between legal and legislative services.

Commissioner Langford asked if they were voting by ballot. Commissioner Langford said he appreciate the work Diana Salz and MBDV have done for the Authority and he has no problem with Diana Salz continuing with government services and Manson with legal services and working together as in the past. Commissioner Langford recommendation was for Mrs. Diane Salz.

Commissioner Constance asked the term of the contract. Mr. Lehman responded that the contract is a three years contract with two one year renewals.

Commissioner Maio expressed concern about the length of the contract. He said he is concerned about making a decision for the next five year and the success of the two teams working together. Commissioner Maio said his vote was of Diane Salz.

Commissioner Constance asked Mr. Lehman if they could change terms of the agreement to two year contract with three one year renewal to have flexibility. Mr. Leman added the contracts can be cancel with 30 day prior notice.

Commissioner Maio if the contact could be changed to two year with three one year option. Mr. Lehman said that was not an issue if the other party agrees.

Commissioner Langford asked Mrs. Salz if she agreed to the new contract terms. Mrs. Salz agreed.

Commissioner Constance stated that would be part of the motion.

Commissioner Chappie said both firms had the expertise to do the job. The Authority had great success so far and for that reason he didn't see the reason to switch. Commissioner Chappie recommended Mrs. Diane Salz.

Motion was made by Commissioner Langford, seconded by Commissioner Constance to authorize Executive Director to execute Agreement for State Lobbyist Services with Diane Salz [2 year term with three one-year renewal option]. Motion was approved unanimously.

4. Southwest Florida Water Management District FY 2018 Cooperative Funding Applications

Mr. Mike Coates presented information for FY 2018 Cooperative Funding Initiative applications for the Southwest Florida Water Management Districts (SWFWMD) that are due on October 7, 2016. Mr. Coates provided information on four Authority projects which are proposed for submittal requesting up to 50% of eligible costs for each project. Recommended project ranking is shown in table below.

Rank	Project	Estimated Project Cost
1	Regional Integrated Loop System - Phase 3B Interconnect [S.R. 681 to Clark Road]	\$26.9 M
2	Regional Integrated Loop System - Phase 3D Interconnect [Fruitville Road to Manatee County]	\$4.95 M
	Regional Integrated Loop System – Phase 4 Interconnect (Segment 1) [Burnt Store WTP to Phase 1A]	\$4.9 M
4	Partially Treated Surface Water ASR	\$7.7 M

Commissioner Maio pointed out a misspelling on the regular agenda to correct to Fruitville so there would not be any misunderstanding in the future.

Motion was made by Commissioner Langford, seconded by Commissioner Maio, to authorize submittals of FY 2018 Cooperative Funding Initiative Applications to SWFWMD for four projects adopt recommended project co-funding ranking. Motion was approved unanimously.

5. Partially Treated Water Aquifer Storage & Recovery (ASR) Concept

Mr. Coates provided a presentation. The Authority owns and operates the largest aquifer storage and recovery (ASR) System in the eastern United States. The system has been installed incrementally over more than 30 years and now includes 21 ASR production wells and 24 monitoring wells. While this system is a critical storage component, contributing to the yield and reliability of the Peace River Facility, it is operationally expensive. Water in ASR is fully treated twice to drinking water standards; first prior to injection in accordance regulatory requirements; and again on recovery because of the potential of naturally occurring arsenic picked up during storage in the limestone aquifer. Operationally this makes water from ASR twice as expensive as water from the reservoir system.

In April 2016, staff briefed the Board on a concept evaluation recently completed for the Authority by CH2M for the option of storing partially treated surface water, rather than fully treated water in the ASR system. The CH2M study indicated that significant operational cost savings were possible for the Authority assuming the partially treated ASR concept could be proven up, permitted and implemented.

In August the Authority submitted an application to the DEP to modify the ASR system operating permit to allow pilot testing of the partially treated surface water concept at two wells in ASR Wellfield 2. Staff expects that the DEP will issue this permit modification this month which will provide for pilot testing.

Work Order 16-04 to CH2M is for turn-key services to complete pilot testing of the partially treated water ASR concept in accordance with the requested permit modification. Up to three cycles (one cycle = recharge + storage + recovery) of testing/monitoring results from the production wells and surrounding monitor wells will be evaluated to assess the efficiency of using partially treated surface water for ASR at the Authority’s site. Testing is expected to be completed by fall 2017. Test results will be presented to the Board, and if favorable and approved by the Board, modification of the Authority’s ASR permits would be requested from DEP.

With successful permit modification, future work on the project would include design and construction of new pumping facilities adjacent to Reservoir 1 to enable recharging ASR with partially treated surface water. The FY 2017 budget CIP includes this project, with completion anticipated in 2020.

Notice to proceed on Work Order 16-04 will only be issued upon DEP approval of the requisite permit modification. Staff recommends approval of Work Order 16-04 to CH2M for an amount not to exceed \$199,586.

Commissioner Constance asked if we are getting cooperative funding for this project or if it is coming from our general funds. Mr. Coates said at this point, the pilot testing will come from the general fund. The Board earlier in the meeting approved submittal of an application for SWFWMD funds in FY 2018 for this project. Mr. Coates said he can go back to SWFWMD and asked for out of cycle funding. Commissioner Constance also asked if it can be part of the motion to try to get cooperative funds. Mr. Coates said yes.

Motion was made by Commissioner Langford, seconded by Commissioner Chappie, to approve Work Order 16-04 'Partially Treated Surface Water ASR Pilot Study' to CH2M for an amount not to exceed \$199,586 [and to request funding from SWFWMD prior to FY 2018 for the project]. Motion was approved unanimously.

6. Annual Review of Executive Director

Commissioner Constance said everyone had the chance to review the evaluation and the motion was to accept the Executive Director evaluations.

Motion was made by Commissioner Maio, seconded by Commissioner Langford to accept the Executive Director evaluations. Motion was approved unanimously.

[Commissioner Chappie later in the meeting requested to return to this agenda item.]

Commissioner Chappie asked if there was a recommendation for a raise made by the Chair. He said that there was no recommendation from the Chairman and they just accepted the evaluations and they did not discuss anything else. Commissioner Chappie asked Commissioner Constance if he had any recommendation for a salary increase.

Commissioner Constance said he didn't have any recommendation. He thinks the executive director is well compensated with his salary, car allowance, and health insurance.

Commissioner Chappie said he would like to hear from the other board members. Commissioner Chappie said an increase for the cost of living 4% would be more than appropriate.

Commissioner Langford said in the past this was normally discussed, and he agrees to a 4% or a living adjustment.

Commissioner Maio said it can be a cost of living adjustment or 4% raise.

Commissioner Chappie said Manatee County usually does raises for employees of 4%, average. He said Mr. Lehman has an excellent review over the last year. Commissioner Maio said he had no problem for 4% increases.

Commissioner Constance asked Mr. Lehman about his compensation. Mr. Lehman provided details of his compensation package.

Motion was made by Commissioner Maio, seconded by Commissioner Chappie, to approve 4% pay increase for Executive Director. Motion was approved 3 to 1 with Commissioner Constance dissenting.

GENERAL COUNSEL'S REPORT

Mr. Manson talked about the 40 feet wide 300 feet deep sinkhole at Mosaic site in Polk County. The incident was reported to DEP on August 28, 2016. On September 23, 2016 The DEP and EPA representatives went to the site to investigate what Mosaic was doing to capture all the contaminated water.

Mr. Manson said all water is flowing to the West. It is not an issue for the water to flow into the Peace River. Mosaic is testing and pumping water from 28 wells, samples have been collected from a 3 mile radius of the site and no increased radiation has been detected. Mr. Manson said this is not going to harm the Peace River because of the location, distance and flow direction of both surface water and the groundwater.

Commissioner Constance asked if they are testing what is flowing into the sinkhole. Mr. Manson said he had called DEP and asked, but he has not received a response yet. Mr. Manson will provide more information.

EXECUTIVE DIRECTOR'S REPORT

1. Legislative Priorities

Mr. Lehman said has included draft Legislative Priorities for 2017 for board review. Final action will be requested at the December board meeting. This draft will include funding request submitted to SWFWMD for state water projects. Mr. Lehman added that part of the priorities is to keep track of the implementation of new legislation for the Springs Act and Central Florida Initiative that will be doing rule making. Another priority is to keep track where the money is going for Amendment 1 and to keep inform in order to get a fair share. Mr. Lehman said in the federal level, we do not have a federal lobbyist, but we work with national organizations and their services in order to keep track on issues at that level.

2. Orange Hammock Ranch Conservation – Update

Mr. Lehman stated that an update on Orange Hammock Ranch Conservation efforts was presented at a joint meeting of the Sarasota County BOCC and North Port City Commission on September 12. He asked the Chairman to recognized Commissioner Maio to provide input on the joint meeting.

Commissioner Maio said various jurisdictions involved, the State, the Counties, and SWFWMD made representations. It was said that the desire to support the purchased was with full recognition that at no time it was intend to put a third reservoir, nor an attempt to touch any potable surface water that flows to the south and can be used by North Port for its system. Commissioner Maio said Sarasota County, Manatee County, Charlotte County, Desoto County, the City of North Port and the Authority have unanimously voted in favor of purchasing this property. The price is coming up approximately the appraised value. Negotiations are still occurring. The property owners indicated they would like see

considerable progress. Mr. Maio said they are in a great position to do mitigation and mediation on that piece of property as it was done on the RV Griffin property.

Commissioner Constance added this project should be brought to the city of Punta Gorda to have additional support. Also, Commissioner Constance and Mr. Lehman suggested including different municipalities on support by proving letters saying they understand, agree, and support the project.

3. Fitch Ratings Reaffirmation of Bond Rating ‘AA-‘

Mr. Lehman said Fitch Ratings recently completed an analysis of the Authority and reconfirmed its rating of ‘AA-‘with a stable outlook. The rating reflects a good opinion of the Authority’s finances, management and fiscal policies which are been handled successfully by Mrs. Lee.

4. Imagine a Day Without Water

Mr. Lehman said The Authority is trying to get more press in the value of water and joined others across the country in recognizing ‘Imagine a Day without Water’ by providing the public message on the importance of maintaining reliable water stem. This is trying to bring up infrastructures need people don’t see until they are out of water. Mr. Lehman gave an example of the tank truck spill that recently affected the City of North Port’s water supply. The City of North Port was able to pull all water supply from the Peace River Facility through interconnects.

ROUTINE STATUS REPORTS

Routine status reports are provided for informational purposes and no presentation is made.

1. Hydrologic Conditions Report
2. Check Registers for July and August 2016
3. Regional Integrated Loop System Phase 1 Interconnect [U.S. 17 to Punta Gorda]
4. Regional Integrated Loop System Phase 3B Interconnect [S.R. 681 to Clark Road]
5. Peace River Basin Report

Commissioner Constance said he understood the Authority is paying for lobbyist services for Mr. Ray Pilon. He asked if the contract will be ending by the end of the year and if it was not going to be renewed.

Mr. Lehman said that was correct and the contract expires at the end of the year. The Authority will go out for RFP on continuing services for public relations.

BOARD MEMBER COMMENTS

Commissioner Maio said he has been on the board for 1 year and 9 month; he cannot take any credit of the successes of the Authority. He said Sarasota Herald Tribune got it perfect in the recent editorial. The 6.3 billion gallons in the reservoir and using 60% of available capacity it is great and this is why we are what others would like to be. Commissioner Maio would like to discuss sooner than later the possibility of building a third reservoir. He would like to begin to discuss, there is 25 years of documentation of water still flowing on the Peace River when to apply to permits. .

Commissioner Maio asked Mr. Lehman if there are funds that can be lobbied for the purchase of the Orange Hammock Conservation.

Mr. Lehman said all process started 20 years ago when the RV Griffin was bought in 1991 and took 15

year for the concept to grow to what it is today. Mr. Lehman said the board will continue the discussions and make sure there is water available in the Peace River. Mr. Lehman also said there is more than 25 years of documentation of the Peace River flows. Orange hammock provides the opportunity to enhance water development on the RV Reserve property.

Commissioner Constance asked if the 60% capacity refers to what is on the reservoir or it refers to the production capacity. Mr. Lehman said the capacity referred to the treated finished water that is ready to be delivered. Commissioner Constance then suggested the Authority will have to look at production side to expand the treatment capacity not only building a reservoir for the future.

Commissioner Maio agreed to expand capacity of the plant plus build another reservoir.

Commissioner Chappie suggested looking at this as a regional system, taking in consideration the capacity of each member. Commissioner Chappie said for future planning it should be considered not only the Peace River facility's capacity, but also the capacity to each county.

Commissioner Langford provided dialogue on the performance of the Authority staff and was in full agreement to the raise for executive director and appreciates all the hard work Mr. Lehman has done.

Commissioner Constance recognized Commissioner Chappie as this is his last Board meeting and invited him to attend the next Authority Board meeting on December 7 for formal recognition.

PUBLIC COMMENTS

Joe Gilberti, LandTech Design Group, made comment on the proposed water supply project he presented at the beginning of the meeting.

SCHEDULE OF FUTURE MEETINGS

Next Authority Board Meeting

Wednesday, December 7, 2016 @ 9:30 a.m.

Manatee County Administration

Commission Chambers, First Floor

1112 Manatee Avenue West, Bradenton, Florida

Adjournment

There being no further business to come before the Board, the meeting adjourned at 11:30 a.m.

Commissioner Christopher G. Constance
Chairman

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2016**

**CONSENT AGENDA
ITEM 2**

Board of Directors' Meeting Schedule for Calendar Year 2017

Recommended Action -

Motion to approve Board of Directors' meeting schedule for calendar year 2017.

As an independent special district under Chapter 189, F.S., the Authority is required to file an annual meeting schedule with the 'local governing authority or authorities'. The proposed meeting schedule for calendar year 2017 has been coordinated with each of the Board members' office. Authority Board of Director's meetings are scheduled for the first Wednesday of the month on a bi-monthly schedule. The April 2017 Board meeting has been scheduled for the second Wednesday, April 12 to avoid conflict with the FAC legislative day scheduled for April 5 in Tallahassee.

Upon approval the schedule will be sent to each county clerk and county commission chairman. Courtesy copies will also be provided to the Southwest Florida Water Management District and to the City of North Port. The meeting schedule is also posted on the Authority's website at www.regionalwater.org.

Attachments:

Draft Board of Directors' Meeting Schedule for Calendar Year 2017

Peace River Manasota
Regional Water Supply Authority

**BOARD OF DIRECTORS MEETING SCHEDULE
FOR CALENDAR YEAR 2017**

DATE	TIME	LOCATION
Wednesday FEB 1, 2017	9:30 A.M.	Peace River Facility Water Quality Training Facility 8998 SW County Road 769, Arcadia, FL
Wednesday APR 12, 2017	9:30 A.M.	DeSoto County Administration Building Commission Chambers, First Floor 201 East Oak Street, Arcadia, FL
Wednesday JUN 7, 2017	9:30 A.M.	Charlotte County Administration Center Commission Chambers, Room 119 18500 Murdock Circle, Port Charlotte, FL
Wednesday AUG 2, 2017	9:30 A.M.	Sarasota County Administration Center Commission Chambers, First Floor 1660 Ringling Boulevard, Sarasota, FL
Wednesday OCT 4, 2017	9:30 A.M.	Manatee County Administrative Center Commission Chambers, First Floor 1112 Manatee Avenue West, Bradenton, FL
Wednesday DEC 6, 2017	9:30 A.M.	DeSoto County Administration Building Commission Chambers, First Floor 201 East Oak Street, Arcadia, FL

Board meeting dates and times are subject to change. Please visit www.regionalwater.org for up-to-date information.

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2016**

**CONSENT AGENDA
ITEM 3**

Approve by Affirmation DEP Grant Agreement No. LP58011 [Phase 3B]

Recommended Action -

Motion to approve by affirmation FDEP grant Agreement for LP58011 [Phase 3B Interconnect].

The State legislature approved a FY 2017 grant of \$500,000 to the Authority for Regional Loop Pipeline System expansion. The Authority's FY 2017 budget allocates the state funding to the Phase 3B Regional Interconnect due to the stage of that project (in preliminary design) which enables use of the State funds immediately. The grant agreement was provided to the Authority by the FDEP in October and has been executed by the Executive Director.

Attachments:

Funding Agreement LP58011



Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Steverson
Secretary

FED EX DELIVERY - SIGNATURE REQUIRED

October 17, 2016

Mr. Mike Coates
Deputy Director
Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, Florida 34202

Re: LP58011 – Peace River Manasota Regional Water Supply Authority
Peace River Manasota Regional Pipelines/ Integrated Loop System

Dear Mr. Coates:

We are pleased to provide financial assistance for your drinking water improvement project. One fully executed grant agreement is enclosed. To draw money under the agreement, please call Greg Alfsen at (850) 245-2983 for assistance in completing a disbursement request.

We congratulate you and your staff on your efforts and are pleased that we can work with you on this project.

Sincerely,

A handwritten signature in blue ink that reads "Angela Knecht".

Angela Knecht, Program Administrator
State Revolving Fund Management

AK/tc

Enclosure

cc: Patrick Lehman – Peace River Manasota Regional Water Supply Authority

DEP AGREEMENT NO. LP58011

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER RESTORATION ASSISTANCE
GRANT AGREEMENT
PURSUANT TO LINE ITEM 1600A OF THE FY16-17 GENERAL APPROPRIATIONS ACT**

THIS AGREEMENT is entered into pursuant to Section 215.971, Florida Statutes (F.S.), between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202 (hereinafter referred to as "Grantee"), a water authority, to provide financial assistance for the Peace River Manasota Regional Pipelines/Integrated Loop System. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party".

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. TERMS OF AGREEMENT:

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably.

2. PERIOD OF AGREEMENT:

This Agreement shall begin upon execution by both parties and shall remain in effect until June 30, 2019, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2016, through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

3. FUNDING/CONSIDERATION/INVOICING:

- A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$500,000. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee.
- B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement.
 - i. A Change Order to this Agreement is required when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Attachment A, are less than ten percent (10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual agreement of both parties as evidenced in writing.
 - ii. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount, a change in the Grantee's match requirements, a change in the expiration date of the Agreement, and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment A, exceeds or is expected to exceed ten percent (10%)

of the total budget as last approved by the Department. All Amendments are subject to the mutual agreement of both parties as evidenced in writing.

- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A** must be performed on or before the completion date of the Agreement, and the subsequent sixty-day period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.
- D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable: Reimbursement shall be limited to the following budget categories:
- i. Contractual (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 69I-72, Florida Administrative Code (F.A.C.). The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

For fixed-price (vendor) subcontracts, the following provisions shall apply:

- a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.
- b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and

Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.

- c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.
- E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.myfloridacfo.com/aadir/reference_guide/.
- F.
 - i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
 - iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

4. **ANNUAL APPROPRIATION:**

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

5. **REPORTS:**

- A. The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) calendar days following the completion of

the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

- B. The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@dep.state.fl.us.

6. **RETAINAGE:**

Retainage is not required under this Agreement.

7. **INDEMNIFICATION:**

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

8. **DEFAULT/TERMINATION/FORCE MAJEURE:**

- A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably

within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

9. **REMEDIES/FINANCIAL CONSEQUENCES:**

No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

10. **RECORD KEEPING/AUDIT:**

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

11. **SPECIAL AUDIT REQUIREMENTS:**

- A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1 to Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at (850) 245-2361 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

12. **SUBCONTRACTS:**

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to paragraph 3.D. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

13. **PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:**

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
- i. The contractor's maintaining an office or place of business within a particular local jurisdiction; or

- ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
 - iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

14. LOBBYING PROHIBITION:

In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

15. COMPLIANCE WITH LAW:

The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

16. NOTICE:

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the parties at the addresses identified under paragraph 17.

17. CONTACTS:

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) at the time of execution for this Agreement is identified below:

Greg Alfsen, or Successor	
Florida Department of Environmental Protection	
Division of Water Restoration Assistance	
3900 Commonwealth Blvd., MS#3505	
Tallahassee, Florida 32399	
Telephone No.:	850-245-2983
E-mail Address:	Gregory.Alfen@dep.state.fl.us

The Grantee's Grant Manager at the time of execution for this Agreement is identified below:

Mike Coates, or Successor	
Deputy Director	
Peace River Manasota Regional Water Supply Authority	
9415 Town Center Parkway	
Lakewood Ranch, Florida 34202	
Telephone No.:	941-316-1776
Fax No.:	941-316-1772
E-mail Address:	Mcoates@regionalwater.org

In the event the Department's or the Grantee's Grant Manager changes, written notice by electronic mail with acknowledgement by the other party will be acceptable. Any subsequent Change Order or Amendment pursuant to paragraph 3.B should include the updated Grant Manager information.

18. **INSURANCE:**

- A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from the performance of the work specified under this Agreement, whether such work is performed by the Grantee, any sub-grantee, or Grantee's contractors. Such insurance shall include the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement.
- B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement. All commercial insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days' written notice (with the exception of non-payment of premium, which requires a 10-calendar-day notice) to the Department's Grant Manager. If the Grantee is self-funded for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-funded for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee for the entire length of the Agreement.
- C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified under this Agreement, unless such sub grant or subcontractor employees are covered by the protection afforded by the Grantee.
 - i. Workers' Compensation Insurance is required for all employees connected with the work of this project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide proof of adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.
 - ii. Commercial General Liability insurance is required, including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence.
 - iii. Commercial Automobile Liability insurance is required, for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or

operations are by the Grantee or any of its contractors. The minimum limits of liability shall be as follows:

\$300,000 Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable

\$300,000 Hired and Non-owned Automobile Liability Coverage

- iv. Other Insurance may be required if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lcontac.htm>) or to the parties' insurance carrier.

19. CONFLICT OF INTEREST:

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

20. EQUIPMENT:

The purchase of non-expendable personal property or equipment costing \$1,000 or more purchased for purposes of this Agreement remains the property of the Grantee. Upon satisfactory completion of this Agreement, the Grantee may retain ownership and will require its subcontractor to account for and report on all non-expendable personal property or equipment purchased under its subcontract. Non-expendable personal property or equipment purchased by a subcontractor that meets the parameters set forth in paragraph 3.D. of this Agreement shall be capitalized in accordance with Chapter 69I-72, F.A.C., with property records maintained by the Grantee for audit purposes. The following terms shall apply:

- A. The Grantee and/or its subcontractor shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
- B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
- C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in Grantee's possession for use in a contractual arrangement with the Department.

21. UNAUTHORIZED EMPLOYMENT:

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

22. RESERVED.

23. DISCRIMINATION:

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

- B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S., may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

24. **LAND ACQUISITION:**

Land acquisition is not authorized under the terms of this Agreement.

25. **PHYSICAL ACCESS AND INSPECTION:**

As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents; and
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

26. **PUBLIC RECORDS ACCESS:**

- A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.
- B. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
- C. If Grantee meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
 - i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under s. 119.10, F.S.

- ii. Upon request from the Department's custodian of public records, Grantee shall provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.
- iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Department, upon request from the Department's custodian of public records, in a format that is accessible by and compatible with the information technology systems of Department.

D. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at ombudsman@dep.state.fl.us, or at the mailing address below:

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, Mail Slot 49
Tallahassee, FL 32399**

27. TERMINATION FALSE CERTIFICATION, SCRUTINIZED COMPANIES, BOYCOTTING:

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

28. EXECUTION IN COUNTERPARTS:

This Agreement, and any Amendments or Change Orders thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. . In the event that any signature is delivered by facsimile transmission or by e-

mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

29. SEVERABILITY CLAUSE:

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

30. ENTIRE AGREEMENT:

This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY AUTHORITY

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: 
Executive Director

By: 
Secretary or designee

Patrick Lehman
Print Name of Authorized Person

Trina Viehauer
Print Name and Title of Authorized Person

Date: 10/10/2016

Date: 10/17/16


Greg Alfson, MiP Grant Manager


Teresa Cruce, DEP QC Reviewer

FEID No.:59-2417483

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

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (2 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (5 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Progress Report Form (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>F</u>	<u>Attachment Intentionally Excluded</u>
<u>Attachment</u>	<u>G</u>	<u>Attachment Intentionally Excluded</u>

ATTACHMENT A GRANT WORK PLAN

PROJECT TITLE: Peace River Manasota Regional Water Supply Authority Regional Pipelines/Integrated Loop System

PROJECT LOCATION: The Project will be located in Sarasota County, Florida, west of Knights Trail Road, along Cow Pen Slough and extend about 4.5 miles toward the north to Clark Road (SR 72). The project is a linear construction with estimated coordinates running from start point at latitude 27° 11' 45.94" N and longitude 82° 24' 23.67" W to approximate finish point near latitude 27° 14' 55.67" N and longitude 82° 23' 03.47" W.

PROJECT BACKGROUND: The Peace River Manasota Regional Water Supply Authority (Grantee) owns and operates a regional drinking water supply system including 65 miles of large diameter transmission pipelines connecting supply and demand areas in southwest Florida. Expansion of the regional water transmission system is part of the Grantee's long-term master plan to provide a reliable, sustainable and affordable public water supply that supports economic growth and quality of life for current and future residents.

PROJECT DESCRIPTION: The Grantee will design and install the Regional Integrated Loop System Phase 3B Interconnect (Phase 3B Interconnect). The Project will consist of approximately 4.5 miles of 48-inch diameter potable water transmission main and associated pump and finished water storage facilities. The new pipeline will extend from the current northern terminus of the Grantee's existing regional loop system at a connection referred to as the 681 Interconnect with Sarasota County, northward approximately 4.5 miles along Cow Pen Slough to Clark Road (S.R. 72). The Phase 3B Interconnect will support growing water demand in the northern portion of Sarasota County's water service area and, in conjunction with future Integrated Loop System projects, will extend the regional water system further northward. This will support the critical future interconnection of Manatee County to the regional drinking water supply system. Manatee County is a member government of the Grantee and has the largest capacity water supply system in the Grantee's four-county service area. The Grantee does not anticipate that the funding under this agreement will result in a fully completed project, so this agreement will cover a portion of the work.

TASKS and DELIVERABLES:

Task 1: Design and Permitting

Task Description: The Grantee will complete the engineering design of Integrated Loop System Phase 3B project and obtain all necessary permits for construction of the project. The Grantee will submit documentation of preconstruction activities, as described below.

Deliverable 1a: An electronic copy of the draft design at 30% completion submitted to the Department's Grant Manager for review prior to submittal of the draft design at 60% completion.

Performance Standard: The Department's Grant Manager will review the draft design at 30% completion to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation. Upon review and written acceptance of this submittal by the Department's Grant Manager, the Grantee may proceed with the payment request submittal for costs associated with this design document.

Deliverable 1b: An electronic copy of the draft design at 60% completion submitted to the Department's Grant Manager for review prior to submittal of the final design.

Performance Standard: The Department's Grant Manager will review the draft design at 60% completion to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation. Upon review and written acceptance of this submittal by the

Department's Grant Manager, the Grantee may proceed with the payment request submittal for costs associated with this design document.

Deliverable 1c: An electronic copy of the final design, including professional certification as applicable. Upon request, the Grantee will provide a paper copy of the final design submittal.

Performance Standard: The Department's Grant Manager will review the final design to verify that it meets the specifications in the Grant Work Plan and this task description, and, if needed, provide any comments to the Grantee for incorporation. Upon review and written acceptance of this submittal by the Department's Grant Manager, the Grantee may proceed with the payment request submittal for costs associated with this design document.

Deliverable 1d: A list of all required permits identifying issue dates and issuing authorities submitted to the Department's Grant Manager. Upon request, the Grantee will provide copies of obtained permits or permit related correspondence or documentation.

Performance Standard: The Department's Grant Manager will review the list of all issued permits to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation. Upon review and written acceptance of the list of all issued permits by the Department's Grant Manager, the Grantee may proceed with payment request submittal for costs associated with permitting.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon Department approval of each associated task deliverable.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by and all deliverables received by the corresponding task end date.

Task No.	Task or Deliverable Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	\$500,000	7/1/2016	12/31/2018

**ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM**

Payment Request No. _____ DEP Agreement No. _____ Date _____

Performance Period (Start date - End date): _____

Deliverables completed to support payment request (attach additional pages as needed):

Task/Deliverable	Task Budget
Number(s): _____	Amount: \$ _____

Grantee:
(Name & Mailing Address) _____

Grantee Contact:
(Name & Phone) _____

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE (As authorized)	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	\$ -	\$ -	\$ -	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	\$ -
Indirect Cost	\$ -	\$ -	\$ -	\$ -
Contractual (Subcontractors)	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -
Equipment (Direct Purchases)	\$ -	\$ -	\$ -	\$ -
Rental/Lease of Equipment	\$ -	\$ -	\$ -	\$ -
Miscellaneous/Other Expenses	\$ -	\$ -	\$ -	\$ -
Land Acquisition	\$ -	\$ -	\$ -	\$ -
TOTAL AMOUNT	\$	\$	\$	\$
TOTAL BUDGET (ALL TASKS)	\$		\$	
Less Total Cumulative Payment Requests of:	\$		\$	
TOTAL REMAINING (ALL TASKS)	\$		\$	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, _____, on behalf of
(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for
(Print name of Grantee)

DEP Agreement No. _____ and Payment Request No. _____ that:

- The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply:

- All permits and approvals required for the construction, which is underway, have been obtained.
- Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

Grantee's Grant Manager's Signature

Grantee's Fiscal Agent Signature

Print Name

Print Name

Telephone Number

Telephone Number

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

DEP AGREEMENT NO.: This is the number on your grant agreement.

DATE: This is the date that you are submitting the payment request.

PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the Task/Deliverable that the request is for (this must be within the timeline shown for the Task/Deliverable in the Agreement).

TASK/DELIVERABLE NO.: Identify the number of the Task/Deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan). *Note:* If payment request includes more than one Task/Deliverable, additional pages should identify each Task/Deliverable Number, its corresponding budget amount, and the amount requested.

TASK BUDGET AMOUNT: List the Task budget amount as identified in the Grant Work Plan for the corresponding Task/Deliverable. *Note:* If payment request includes more than one Task/Deliverable, additional pages should identify each Task/Deliverable Number, its corresponding budget amount, and the amount requested.

GRANTEE: Enter the name of the Grantee's agency and the address to which you want the state warrant sent.

GRANTEE CONTACT: List the name and telephone number for the Grantee's grant manager or other point of contact regarding the payment request submittal.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter by authorized category of expenditure the amount for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of all Tasks on the "*TOTAL BUDGET (ALL TASKS)*" line. Enter the total cumulative amount of this request and all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL BUDGET (ALL TASKS)*" for the amount to enter on the "*TOTAL REMAINING (ALL TASKS)*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the Task(s) you are reporting on). Enter the column total on the "*TOTAL PAYMENT REQUEST*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the Task(s) you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL BUDGET (ALL TASKS)*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL BUDGET (ALL TASKS)*" for the amount to enter on the "*TOTAL REMAINING (ALL TASKS)*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amounts you have claimed to date for match by budget category. Put the total of all on the line titled "*TOTAL PAYMENT REQUEST.*" The final request should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

REQUEST FOR PAYMENT – PART II

REIMBURSEMENT DETAIL

Grantee Name:						Payment Request No.:		
DEP Agreement No.:								
Vendor Name	Invoice Number	Invoice Date	Invoice Amount (1)	Local Share or Other Funding or Amount Not Requested (2)	Requested Amount (3)	Check Number	Task/Deliverable Number (4)	
				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
Totals:				\$ -	\$ -			

Instructions for Completing Request for Payment - Part II

Include the Grantee Name, Payment Request No., and DEP Agreement Number. List vendor invoices that are associated with the Project by Task/Deliverable.

- 1 **Invoice Amount:** Amount of Invoice being submitted for reimbursement.
- 2 **Local Share or Other Funding or Amount Not Requested:** Portion of invoice paid for by Grantee.
Requested Amount: Subtract Grantee's Local Share or Other Funding or Amount Not Requested (2) from Invoice Amount (1).
- 3 **Deliverable Number:** Must identify completed deliverable(s) for each invoice. If invoice covers multiple deliverables, that invoice would be listed multiple times, a line item for each deliverable with any portion not applicable to that Task/Deliverable identified under (2).
- 4

Submittal Instructions

Instructions for E-mailing:

The program now accepts reimbursement requests electronically, please E-mail to **SRF**. When scanning please be sure that the minimum scan resolution must be 300 DPI (dots per inch). When reimbursement requests are sent electronically, please do not also send a hard copy by postal mail. You should anticipate a response from program staff within 2 business days.

Remit Payment Request by E-mail to: SRF_Reporting@dep.state.fl.us

Be sure the E-mail payment request includes the following:

Cc: Department's Grant/Project Manager

Subject: Project Number_Disbursement Number: example – LP14025_Disb_1

Attachments:

- 1) Attachment B Payment Request Summary
- 2) Request for Payment Part II Reimbursement Detail
- 3) Copies of invoices
- 4) Other supporting documentation, as needed

For questions or concerns regarding these forms or if you would like the payment request forms listed above in electronic format please contact:

Greg Alfsen

850-245-2983

Gregory.Alfesen@dep.state.fl.us

ATTACHMENT C

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	LP58011		
Grantee Name:	Peace River Manasota Regional Water Supply Authority		
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:			
Project Number and Title:			
<p>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</p> <p>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><u>The following format should be followed:</u></p> <p>Task 1:</p> <p>Progress for this reporting period:</p> <p>Identify any delays or problems encountered:</p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP58011 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT - 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations Line Item 1600A	2016-2017	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$500,000	140047
Total Award					\$500,000	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2016**

**CONSENT AGENDA
ITEM 4**

Approve Firms for ‘General Professional Services for Water Facility Instrumentation and Control Systems and Low/Medium Duty Electrical’

Recommended Action -

Motion to approve recommended short-list of firms and authorize Executive Director to execute Agreement for ‘General Professional Services for Water Facility Instrumentation and Control Systems and Low/Medium Duty Electrical’ with each respective firm contingent on review of contract documents by the General Counsel.

Request for Proposals (RFP’s) for ‘General Professional Services for Water Facility Instrumentation and Control Systems and Low/Medium Duty Electrical’ were advertised in accordance with the Authority’s Procurement Policy and nine (9) Statements of Qualifications were received by the September 15, 2016 deadline. These as-needed professional services include PLC programming, diagnostics, maintenance, and updates/upgrade of SCADA system, the ADAS system, and other electronic data collection and control systems, data storage and database management, design of I&C systems, installation and repair of hydrologic monitoring systems, and repair of other Authority water facility electronic and industrial electrical systems up to 23.5 kV.

Staff recommends the Authority Board of Directors approve the recommended short-list of firms below for award of Agreements for ‘General Professional Services for Water Facility Instrumentation and Control Systems and Low/Medium Duty Electrical’ and authorize the Executive Director to execute an Agreement with each respective firm contingent on review and approval of contract documents by the Authority General Counsel. The proposed Agreements have a three-year initial term with up to two additional one-year extensions. Authorization limits in the Agreement are up to \$50,000 per Work Order with approval of the Executive Director and up to \$200,000 if approved by the Board.

Short-Listed of Recommended Firms (listed alphabetically)	Office Location
Automated Integration	Brandon
CEC Controls	Bradenton
J.H. Ham Engineering	Lakeland
Locher Environmental	Venice
Revere Controls	Lakeland
Sharek Solutions	Sarasota

Budget Action – No action needed.

Attachments:

Tab A Staff Memorandum, Contract form, and Evaluation committee ranking sheet. See appendix - back of board book for electronic copies of: Request for Statements of Qualifications, SOQ Information Packet, and SOQ’s.

TAB A
Staff Memorandum, Contract Form, and Evaluation Committee Ranking Sheet

MEMORANDUM

DATE: December 7, 2016

TO: Patrick Lehman, Executive Director

FROM: Chris Rogers, Project Manager

RE: Consultant Selection for 'General Professional Services for Water Facility Instrumentation and Control Systems and LOW/Medium Duty Electrical'

Recommendation

Staff recommends that the short-list below be approved by the Board for award of Agreements (Contracts) for 'General Professional Services for Water Facility Instrumentation and Control Systems and LOW/Medium Duty Electrical' with the Authority. The term of the Agreement is three years, with up to two additional one-year extensions by mutual consent. Spending limits established in the Agreements are up to \$50,000 per work Order by approval of the Executive Director, and up to \$200,000 with approval of the Authority Board.

Short List of Recommended Firms (listed alphabetically)	Office Location
Automated Integration	Brandon
CEC Controls	Bradenton
J.H. Ham Engineering	Lakeland
Locher Environmental	Venice
Revere Controls	Lakeland
Sharek Solutions	Sarasota

Background

The Authority has need to retain qualified firms for 'General Professional Services for Water Facility Instrumentation and Controls and Low/Medium Duty Electrical' for purposes of PLC programming, diagnostics, maintenance, and updates/upgrade of SCADA system, the ADAS system, and other electronic data collection and control systems, data storage and database management, design of I&C systems, installation and repair of instrumentation for weather and hydrologic monitoring systems and associated remote data acquisition and repair of other Authority water facility electronic and industrial electrical systems up to 23.5 kV. Assignments under these contracts will typically be the work associated with the Authority's budget for Engineering Services, R&R projects, repair and maintenance accounts.

The Agreement (contract) for 'General Professional Services for Water Facility Instrumentation and Controls and Low/Medium Duty Electrical' is attached and has been approved as-to-form by the Authority General Counsel. Key provisions of the Agreement are as follows:

- Executive Director approval of individual work authorizations up to \$50,000. Board approval would be required for individual work authorizations in excess of this amount.
- Establishes a maximum of \$200,000 per individual work authorization under the Agreement
- Pricing for work is established in an exhibit attached to each Agreement, and that pricing is from the General Land Management Proposals.
- Agreements provide for a three-year initial term, with up to two - one year extensions if mutually agreeable.

On August 11, 2016 the Authority solicited Statements of Qualifications (SOQ's) for 'General Professional Services for Water Facility Instrumentation and Controls and Low/Medium Duty Electrical'. The request was made in accordance with Section 5.4.1 of the Authority's Procurement Policy. Nine (9) Proposals, all conforming to submittal requirements were timely received on September 15, 2016 from the firms listed in the table below.

Firms Submitting SOQ (listed alphabetically)	Office Location
Automated Integration	Brandon
CEC Controls	Bradenton
Gray Matter Systems	Houston
J.H. Ham Engineering	Lakeland
Johnson Engineering	Fort Myers
Locher Environmental	Venice
Omega Consultants	Lutz
Revere Controls	Lakeland
Sharek Solutions	Sarasota

All Proposals were reviewed, evaluated and discussed by a four-member Proposal Review Committee at a public meeting held on October 11, 2016 at the Peace River Facility. Review criteria included: (1) Competence and training of project personnel, (2) Experience and accomplishments, (3) Availability of resources, (4) Past record on Authority projects, (5) Office location within the 4-county service area, and (6) Minority or woman-owned business.

Based on this evaluation the short-list of six (6) firms below is recommended for Board approval of Agreements for 'General Professional Services for Water Facility Instrumentation and Controls and Low/Medium Duty Electrical'

Short-Listed of Recommended Firms (listed alphabetically)	Office Location
Automated Integration*	Brandon
CEC Controls*	Bradenton
J.H. Ham Engineering*	Lakeland
Locher Environmental*	Venice
Revere Controls*	Lakeland
Sharek Solutions*	Sarasota

Copies of the following are enclosed:

- 1) Request for Statement of Qualifications
- 2) Information Package for General Professional Services for Water Facility Instrumentation and Controls and Low/Medium Duty Electrical
- 3) Contract form for General Professional Services for Water Facility Instrumentation and Controls and Low/Medium Duty Electrical
- 4) Evaluation Committee Ranking Form
- 5) SOQs from all nine (9) firms.

AGREEMENT FOR GENERAL PROFESSIONAL SERVICES (WATER FACILITY INSTRUMENTATION AND CONTROLS SYSTEMS AND LOW/MEDIUM DUTY ELECTRICAL) BETWEEN PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

AND _____

The Agreement is made this ____ day of _____, 2016 (“Effective Date”) between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an independent special district created pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes, acting by and through its governing Board of Directors, hereinafter referred to as the “Authority”, whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, and _____, hereinafter referred to as “Consultant”, whose address is _____.

WHEREAS, the Authority provides certain governmental services and owns and operates a regional public water supply and delivery system, develops new drinking water supplies, transmission pipelines, and water treatment and storage facilities and must comply with various state and federal regulations; and

WHEREAS, the Authority must periodically implement projects to maintain, assess, inspect, evaluate, repair and upgrade its various existing facilities, permits, systems and data, as well as at times to investigate, analyze or assess new projects; and

WHEREAS, the Authority desires to retain a consultant to provide as-needed General Professional Services for Instrumentation and Control and Low/Medium Duty Electrical Systems associated with the Authority’s drinking water treatment, storage and transmission facilities; and

WHEREAS, the Authority has selected Consultant in accordance with the Authority’s Procurement Policy; and

WHEREAS, Consultant desires to render as-needed General Professional Services to the Authority, and has the experience, staff and resources to perform those services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

The following terms as used in the Agreement shall have the following meanings:

- A. "Agreement" – This written document and the Agreement Documents set forth in Section 7 hereof, as it may be amended from time to time.
- B. "As-Needed General Professional Services" – Professional services to be provided by Consultant to the Authority from time-to-time, generally including but not limited to: PLC programming, diagnostics, maintenance, and updates/upgrade of GE FANUC/iFIX SCADA system, the ADAS system, and other electronic data collection and control systems, data storage and database management, installation and repair of instrumentation for weather and hydrologic monitoring systems and associated remote data acquisition, transmission and processing, design of instrumentation and control systems, and troubleshooting and repair of other water facility electronic and industrial electrical systems up to 23.5 kV.
- C. "Fee Schedule" – Schedule showing billing rates for Consultant's various personnel classifications that serves as a basis for budget development on tasks within the Scope of Services, and which is included as "Exhibit A" in the Agreement.
- D. "Scope of Services" – Specific tasks and duties to be conducted by Consultant within a pre-determined timeframe for a specified fee to meet a defined objective, collectively comprising a Work Order and also known as the "Project".

- E. “System” – All real property, interest in real property, fixtures, personal property, wells, buildings, treatment systems, pumps, pipelines, storage facilities, reservoirs, aquifer storage and recovery facilities and appurtenant or associated facilities of the Authority used in the storage, treatment and delivery of water to Authority customers.
- F. “Submittal” – Drawings, maps, tests, samples, applications, progress schedules and other schedules, progress reports and other reports, and any other documents required for submission by the Agreement.
- G. “Work Order”– An individual work assignment to be conducted by Consultant at the direction of the Authority, consisting of single or multiple tasks completed within a pre-determined timeframe for a pre-approved fee, including a Scope of Services, which is also known as the “Project”.

SECTION 2. ENGAGEMENT OF CONSULTANT

The Authority hereby agrees to engage Consultant, and Consultant hereby agrees to perform As-Needed General Professional Services as directed by the Authority. Key personnel and subconsultants/contractors shall not be assigned to or removed from the Project by Consultant without the prior written approval of the Authority. Both parties agree that replacement of key personnel and subconsultant/contractors must be with equal or more qualified persons, and must be approved by the Authority before a new member works on a Project. Notwithstanding, the Authority and Consultant may assign other individuals to serve as a key personnel for particular Work Orders.

SECTION 3. WORK ORDERS, SCOPE OF SERVICES AND THE CONSULTANT'S RESPONSIBILITY

For each Work Order assigned to the Consultant, the Authority and Consultant shall develop a Scope of Services that will include the project objective, project tasks, staffing, performance schedule and estimated costs required to complete the Work Order. Consultant shall proceed and furnish these services upon authorization by the Authority. Any modification to a Work Order, including a change to the Scope of Services, must be approved in writing by the Authority. In addition to the services set forth in individual Work Orders, the Consultant shall perform the following:

- A. Consultant shall secure at its own expense, all personnel, facilities, and equipment required to perform the services necessary to complete each Work Order.
- B. Consultant shall maintain an adequate and competent professional staff appropriately certified/licensed and operating within the State of Florida.
- C. Consultant shall designate in writing a single representative with whom the Authority shall coordinate project work. This representative shall have the authority to transmit instructions, receive information, and interpret and deliver Consultant's policies, opinions and decisions related to each assigned Work Order.
- D. Consultant shall secure all licenses or permits required by law for the completion of assigned Work Orders and shall be in compliance with all federal, state and local law, statutes, rules, regulations, ordinances, orders and decisions in effect at the time of the execution of the Agreement and during the time of performance of a Work Order.
- E. Consultant shall, at all times, keep the Authority advised as to the status of each Work Order including, but not limited to, the progress on individual tasks within the Scope of

- Services. The Authority and its authorized representatives shall have the right to visit any work site and the office of Consultant at any reasonable time for purposes of inspection.
- F. Consultant shall cooperate with other consultants, construction contractors, and suppliers retained by the Authority as needed.
 - G. The Authority shall have the right during the three (3) year period following the expiration or termination of the Agreement to audit Consultant with regard to any financial matters in connection with the services provided under this Agreement. The requested audit shall be performed by a certified public accountant selected and paid for by the Authority. Consultant shall make all documents and data available to the Authority or its designated auditor. Consultant may have the audit reviewed by Consultant's auditor at Consultant's expense.
 - H. Work Orders issued in accordance with this Agreement are limited to projects in which the estimated construction cost of each individual project under the contract does not exceed \$2 million and for a study activity if the fee for professional services for each individual study under this Agreement does not exceed \$200,000.
 - I. If applicable, any list of items required to render complete, satisfactory, and acceptable the construction services provided by the Authority for a Work Order must be completed pursuant to Section 218.735, Florida Statutes, as amended.

SECTION 4. THE AUTHORITY'S RESPONSIBILITY

Except as otherwise provided in individual Work Orders, the Authority's responsibilities are as follows:

- A. To designate the Authority's Executive Director to act on the Authority's behalf with respect to the assigned Work Orders. The Executive Director shall have complete

authority to issue a Work Order up to and including \$50,000, or another amount as provided in the Procurement Policy, as subsequently amended; transmit instructions; receive information; approve invoices and authorize payments thereon; and interpret and define Authority's policies and decisions with respect to materials, elements, sub-consultants, key personnel and systems pertinent to Consultant's services. Notwithstanding, this subsection A. may not be amended by a Work Order.

- B. To provide, within a reasonable time from request of Consultant existing data, plans, reports and other information in the Authority's possession or under the Authority's control that are necessary or may be helpful to Consultant in performance of their duties, and to provide full information regarding requirements of the Work Orders, including objectives, budget constraints, criteria and other pertinent requirements.
- C. To furnish required information and services and render approvals and decisions as expeditiously as necessary for the orderly progress of Consultant's services.
- D. If applicable, the Authority will develop any list of items required to render complete, satisfactory, and acceptable the construction services provided pursuant to Section 218.735, Florida Statutes, as amended.

SECTION 5. TIME OF PERFORMANCE

Consultant shall commence work on a Work Order upon receipt of a Notice to Proceed and shall satisfactorily complete the services in the Scope of Services for the Work Order within the established project schedule.

SECTION 6. COMPENSATION

The Authority agrees to pay the Consultant for work performed under a Work Order in accordance with the Local Government Prompt Payment Act, Part VII, Florida Statutes, upon

receipt of a proper invoice and as follows:

- A. Compensation for each Work Order shall be established based on the Fee Schedule in Exhibit "A" and tasks included in the Scope of Services. Individual tasks in a Scope of Services may be compensated as either lump-sum or time-and-materials as negotiated between Consultant and the Authority and provided for in the Scope of Services. Final payments in all cases will be subject to successful completion of a Work Order and the Authority's acceptance of tasks and project schedule, in accordance with the terms of this Agreement and the Work Order. The Fee Schedule in Exhibit "A" may be adjusted on an annual basis upon written approval by the Executive Director.
- B. The fair and reasonable expenses of the Consultant necessarily incurred in the performance of the duties herein described and agreed to by the Authority shall, upon proper invoice and detail, be paid by the Authority, at actual cost with no mark-up. The Authority shall also pay out-of-pocket expenses, at actual cost with no mark-up, incurred by Consultant for the Authority relating to the Work Order activities, and agreed to by the Authority's Executive Director. Expenses, which may be incurred by the Consultant for travel or hotels, must be pre-approved by the Authority's Executive Director and, if pre-approved, will be reimbursed in accordance with Exhibit "B", Authority Resolution 2005-09 *Resolution Establishing Per Diem and Travel Expenses* (or latest revision). This paragraph supersedes any conflicts that may occur with Exhibit "A".
- C. Consultant shall prepare and submit to the Authority's Executive Director for approval monthly invoices for the services rendered and expenses incurred pursuant to completion of each Work Order. All invoices shall be on a calendar month basis. Invoices must be submitted to the Executive Director by the 20th day of the month for work completed the

previous month. Payment shall be made in accordance with paragraph A from the date when it is stamped as received by the Authority unless payment is not approved by the Executive Director pursuant to paragraph D. All invoices shall be accompanied by a report identifying the nature and progress of the services performed and in a format approved by the Executive Director.

- D. The Authority reserves the right to withhold payment to Consultant for failure to perform services in accordance with the provisions of the Agreement and Work Order and the Authority shall promptly notify Consultant if any invoice or report is found to be unacceptable and will specify the reasons therefore.
- E. Consultant shall have the right to suspend services under the Agreement if an invoice becomes delinquent. "Delinquent" shall be defined as an invoice not being paid within sixty (60) days from receipt thereof by the Authority. Consultant's right to suspend services does not become effective if the Authority has withheld payment of an invoice for cause.
- F. Disputes regarding a monthly invoice and/or report shall be resolved pursuant to Section 218.76(2), Florida Statutes, as may be amended.
- G. The Authority may, in addition to other remedies available at law or equity, retain such monies from amounts due Consultant as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the Authority. The Authority may set off any liability or other obligation of the Consultant or its affiliates to the Authority against any payments due the Consultant under any agreement with the Authority.

SECTION 7. AGREEMENT DOCUMENTS

The following documents are attached or incorporated herein by reference and made a part of this Agreement:

- A. Consultant's September 15, 2016 Statement of Qualifications,
- B. Fee Schedule, attached hereto as Exhibit "A",
- C. Authority Resolution 2005-09 *Resolution Establishing Per Diem and Travel Expenses*, (or latest revision) attached hereto as Exhibit "B",
- D. Certificate of Insurance, attached hereto as Exhibit "C", and
- E. Any written amendments, modifications, work orders or addenda to the Agreement.

In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "B", then to Exhibit "A", as they may be amended, and then Work Orders.

SECTION 8. DOCUMENTS AND DATA

- A. Consultant will provide the Authority with any and all reports, models, studies, maps or other documents resulting from a Work Order at no cost to the Authority. Additionally, an electronic and hardcopy set of any final reports must be submitted to the Authority at no cost to the Authority unless additional copies beyond those deliverables identified in the specific Work Order are requested. In the case of additional requested copies, the supplemental cost for such deliverables will be negotiated on a case by case basis in advance of authorization to commence production. All original documents prepared by Consultant are instruments of service and shall become property of the Authority. The use of data gathered under the Agreement shall be restricted and limited to the purposes of the Agreement, excluding the data in the public domain, and shall not be used in

connection with other contracts or for other clients of Consultant without written permission of the Authority. Consultant will provide the Authority with reproducible copies of all reports and other documents. Copies of electronic media used to store data shall be provided to the Authority in a format suitable for hard copy print out. Reports, documents and maps obtained from other agencies in the course of executing a Work Order shall be considered the property of the Authority and will be delivered by Consultant to the Authority upon the Authority's request and/or completion of each work order.

- B. The documents, drawings, technical data and working papers obtained or generated under the Agreement shall be maintained by Consultant and made available to the Authority upon request by the Authority at all times during the term of the Agreement and for five (5) years thereafter. In addition to the documents and reports set forth in Work Orders, Consultant shall deliver to the Authority, at no cost, copies of such documents or reports the Authority may request from time to time.
- C. All tracings, plans, specifications, maps, plats, evaluations, reports and technical data including working papers prepared or obtained under the Agreement, shall become the property of the Authority without restriction or limitation of use, and shall be made available, upon request, to the Authority at any reasonable time. Consultant may retain copies thereof for their files and internal use. Any use by the Authority of such materials obtained under the Agreement for any purpose not within a Work Order pursuant to the Agreement or use of incomplete materials obtained from Consultant by the Authority shall be made at the risk of the Authority and made without liability to Consultant.

However, this does not constitute a disclaimer of the professional competency of the original work as used within a Work Order.

- D. All final plans, contract documents and/or such other documents that are required by Florida Law to be endorsed and are prepared by Consultant in connection with a Work Order shall bear the certification of a person in the full employment of Consultant or duly retained by Consultant and duly licensed and with current registration in the State of Florida in the appropriate professional category.
- E. Consultant shall make any patentable product or result of the Scope of Services and all information, design, specifications, data, and findings available to the Authority. No material prepared in connection with the Project will be subject to copyright by Consultant. The Authority shall have the right to publish, distribute, disclose and otherwise use any material prepared by Consultant pursuant to assigned Work Orders. Any use of materials or patents obtained by the Authority under the Agreement for any purpose not within a Work Order pursuant to the Agreement shall be at the risk of the Authority. However, this does not constitute a disclaimer of the professional competency of the original work as used within a Work Order. At the Authority's discretion, whenever any renderings, photographs of renderings, photographs of model, or photographs of the Project are released by the Authority for publicity, proper credit shall be given to Consultant, provided the giving of such credit is without cost to the Authority.
- F. For a period of five (5) years after the completion of a Work Order, Consultant agrees to provide the Authority with copies of any additional materials in their possession resulting from the performance of the Agreement or a Work Order at no cost. However, this

provision shall not be considered a waiver of any claim of attorney/client privilege to which Consultant is entitled.

- G. Consultant shall not publish, copyright, or patent any of the data furnished or developed pursuant to any assigned Work Order without first obtaining the Authority's written consent.
- H. Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law). In addition to this Agreement's requirements and as required by Section 119.0701(2), Florida Statutes, the Consultant shall (1) keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of the Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority. Pursuant to Subsection 119.071(3)(b), Florida Statutes, building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, water treatment facility or other structure owned or operated by the Authority are exempt from the inspection, examination and duplication of public

records provisions of Subsection 119.07(1), Florida Statutes, and Subsection 24(a), Article I of the State Constitution. Information made exempt by Subsection 119.071(3)(b), Florida Statutes, may only be disclosed to other governmental entities if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to licensed architects, engineers, or contractors who are performing work on or related to the building or other structure; or upon a showing of good cause before a court of competent jurisdiction. Entities or persons receiving such information are required to maintain the exempt status of the information. Consultant agrees to include the above provision in all agreements with subcontractors that are related to the Consultant's performance under this Agreement, and to which the provisions of Chapter 119, Florida Statutes, also apply. Consultant shall also notify the Authority within forty-eight (48) hours of receipt of a public records request under Chapter 119, Florida Statutes.

- I. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (941)316-1776; Alee@regionalwater.org; OR 9415 TOWN CENTER PARKWAY, LAKEWOOD RANCH, FLORIDA 34202.**

SECTION 9. STANDARD OF PERFORMANCE

Consultant shall perform and complete all assigned Work Orders in a timely manner and in accordance with the standard of care, skill and diligence customarily provided by an experienced professional organization rendering the same services, and in accordance with sound principles and practices. The Authority shall decide all questions, difficulties and disputes of any nature

whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services called for hereunder, or the character, quality, amount, or value thereof. The decision of the Authority upon all such claims, questions, or disputes shall be reasonable and in adherence with sound principles and practices applicable to the professional services.

SECTION 10. CONSULTANT'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Consultant acknowledges and explicitly represents to the Authority the following:

- A. Consultant is duly authorized to conduct business in the State of Florida.
- B. In connection with the work to be performed under the Agreement, Consultant will abide by and assist the Authority in satisfying all applicable federal, state and local laws, rules, regulations and guidelines (including but not limited to the Americans with Disabilities Act) relative to performance under this Agreement. Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin. Consultant will obtain and maintain all permits and licenses necessary for its performance under this Agreement.
- C. Consultant recognizes that:
 - 1. Authority is contractually obligated to furnish potable water to the Authority's customers who have an immediate need for such water;
 - 2. Work Orders assigned herein may interface with work performed by others;
 - 3. Utilization of the services under the Agreement for the purposes intended may require that Consultant coordinate the Project with other ongoing projects by the Authority;
 - 4. During the construction associated with any assigned Work Order, Consultant shall coordinate Work Order tasks with other projects in order to minimize interference with the Authority's current customers; and

5. Authority may suffer financial loss if the services are not completed within the time periods set forth in a Work Order, or any extensions thereof.
- D. Consultant has familiarized itself with the nature and extent of the Agreement, services expected to be performed under the Agreement, and federal, state and local laws, statutes, rules, regulations, ordinances, orders and decisions, that may affect Consultant's performance of the Agreement.
- E. Consultant has reviewed the Agreement (including its Exhibits) and all available information and data shown or indicated in the Agreement and has given the Authority written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in the Agreement or information or data, and the written resolution thereof by the Authority is acceptable to Consultant.
- F. Consultant shall obtain and review all information and data that relates to assigned Work Orders or which Consultant may reasonably anticipate may affect cost, scheduling, progress, performance or furnishing of any Scope of Services, including, but not limited to, information and data indicated in the Agreement or related to work under separate contracts, to the extent such work may interface with Consultant's services provided pursuant to the Agreement.
- G. Consultant recognizes and acknowledges that the time for the performance of each Work Order is of the essence in the Agreement.

SECTION 11. SUSPENSION OF PROJECT – EXTRA SERVICES

- A. The Authority shall have the absolute right to terminate or suspend any Work Order, or amend any Work Order upon mutual agreement, at any time and for any reason upon reasonable notice, and such action on its part shall not be deemed a default or breach of

the Agreement. Suspensions or termination of a Work Order by the Authority, and amendments to any Work Order, shall be in writing.

- B. If Consultant is of the opinion that any service the Authority directs it to perform substantially increases the services of Consultant beyond the original Scope of Services of the Work Order ("Extra Services"), Consultant shall, within ten (10) days of such direction, notify the Authority in writing of this opinion. The Authority shall, within twenty (20) days after receipt of such notification, fairly judge as to whether or not such service in fact increases the services of Consultant beyond the Scope of Services in the Agreement and constitutes Extra Services. If the Authority determines such service does constitute Extra Services, it shall provide extra compensation to Consultant negotiated by the Authority and Consultant based upon the provisions of Section 6 above.
- C. In the event a Work Order project is entirely or partly suspended, delayed, or otherwise hindered by any cause whatsoever, Consultant shall make no claims for additional compensation or damages owing to such suspensions, delays or hindrances. Such suspensions, delays or hindrances may only be compensated for by an extension of time, as the Authority may decide however such extension shall not operate as a waiver of any other rights of the Authority. Upon resumption of the Work Order, Consultant shall resume its service until the Scope of Services is completed in accordance with the Work Order, and the time for completion of the services, which were suspended, shall be extended for the duration of the suspension.
- D. If, in the opinion of the Authority, the progress of an assigned Work Order during any period is substantially less than the amount that is necessary to meet the project schedule, the Authority may require Consultant to take whatever action is necessary, in the opinion

of the Authority, to put the Work Order back on schedule. Such action shall not constitute Extra Services unless the delays were caused by circumstances beyond the control of Consultant or its agents, employees or subcontractors.

- E. In the event of claims by others against the Authority in connection with work being conducted under a Work Order, the Consultant shall provide to the Authority such technical assistance that the Authority may request. Such assistance shall constitute Extra Services, unless such claims are caused by the failure of Consultant, its agents, employees, or subcontractors to comply with the terms and conditions of the Agreement or otherwise perform their duties under this Agreement, a Work Order, or otherwise perform their duties under a Work Order.
- F. If Authority requires Consultant to assist with an audit of a Work Order's costs, such assistance shall not be considered Extra Services.

SECTION 12. SUBCONTRACTORS

Consultant shall not subcontract, assign, or transfer the Agreement or any work specifically authorized in the Agreement without the prior written consent of the Authority, which consent may be withheld in the Authority's sole discretion. Consultant shall be solely responsible for the employment, direction, supervision, compensation and control of any and all subcontractors, consultants, experts or other persons employed by Consultant. Consultant shall cause all subcontractors, consultants, experts or other persons employed by Consultant to abide by the terms and conditions of the Agreement and all applicable law as their work or services affect the Authority. Consultant shall not permit any subcontractor, supplier or other person or organization to perform work or services unless such subcontractor, supplier or other person or organization has complied with the workers' compensation insurance requirements contained in

Section 14 herein. Nothing in this Agreement shall be construed to create, or be implied to create, any relationship between the Authority and any subcontractor of the Consultant.

SECTION 13. INDEPENDENT CONTRACTOR

Neither the Authority nor any of its employees shall have any control over the conduct of Consultant or any of Consultant's employees, subcontractors or agents, except as herein set forth, and Consultant expressly warrants not to represent at any time or in any manner that Consultant or Consultant's agents, subcontractors or employees are in any manner agents, subcontractors or employees of the Authority. It is understood and agreed that Consultant is, and shall at all times remain as to the Authority, a wholly independent contractor and that Consultant's obligations to the Authority are solely as prescribed by the Agreement.

SECTION 14. INSURANCE

- A. The Consultant must maintain during the entire term of this Agreement, insurance in the following kinds and amounts with a company or companies authorized to do business in the State of Florida and shall not commence work under this Agreement until the Authority has received an acceptable certificate of insurance showing evidence of such coverage.
- B. The amounts and types of insurance shall be appropriate for the services being performed by the Consultant, its employees or agents and must conform to the following minimum requirements:
 - 1. **Workers Compensation.** Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
 - a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
 - b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

2. Commercial or Comprehensive General Liability. Coverage must include:
- a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage.
 - b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement, broad form property damage, explosion, collapse, and underground hazard coverage and independent contractor's coverage.
 - c. Additional Insured. Authority is to be specifically included as an additional insured.
 - d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

3. Comprehensive Automobile Liability. Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

- a. \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
- b. Owned Vehicle.
- c. Hired and Non-Owned Vehicles.
- d. Employee Non-Ownership.
- e. Additional Insured. Authority is to be specifically included as additional insured.
- f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

4. Professional Liability. Coverage must include:

- a. Minimum limit of \$1,000,000.00 per occurrence or claim of malpractice, negligence, error and omissions.
- b. Minimum limit of \$1,000,000.00 in the aggregate for claims of malpractice, negligence, error and omissions.
- c. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

- C. Consultant must deliver to the Authority Certificates of Insurance evidencing the insurance coverage specified in this Section 14 prior to commencing work under the

Agreement. The required Certificates of Insurance not only shall name types of policies provided but also shall refer specifically to the Agreement.

- D. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the Authority, licensed to do business in the State of Florida and with a resident agent designated for the service of process. Consultant shall provide the Authority with financial information concerning any self-insurance fund insuring Consultant. At the Authority's option, Self-Insurance Fund financial information may be waived.
- E. All the policies of insurance so required of Consultant, except workers compensation and professional liability, shall be endorsed to include as additional insureds: the Authority, its directors, officers, employees and agents. Such insurance policies shall include or be endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance, which might be applicable to any loss, the insurance required of Consultant shall be considered primary, and all other insurance shall be considered excess. The cross liability clause does not increase the limits of liability or aggregate limits of the policy.
- F. Deductible and self-insured retention amounts shall be subject to approval by the Authority, which approval shall not be unreasonably withheld. Consultant is responsible for the amount of any deductibles or self-insured retentions.
- G. Approval of the insurance by the Authority shall not relieve or decrease the liability of Consultant hereunder. Consultant acknowledges and agrees the Authority does not in any way represent the insurance (or the limits of insurance) specified in this Section 14 is

sufficient or adequate to protect Consultant's interests or liabilities, but are merely minimums.

- H. All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the Authority and Consultant by certified mail. Consultant shall give notice to the Authority within twenty-four (24) hours of any oral or written notice of adverse change, non-renewal or cancellation. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.
- I. All insurance required hereunder shall remain in full force and effect until final payment and at all times thereafter when Consultant may be observing the correction, removal or replacement of defective work.
- J. Professional liability insurance shall continue in force until the end of the fifth (5th) calendar year following the calendar year in which the Agreement is terminated. The current professional liability insurance policy, if not renewed, shall provide for an extended reporting period on the existing policy through said fifth (5th) calendar year.
- K. Consultant shall, upon request by the Authority, deliver to the Authority a copy of each insurance policy purchased by Consultant.
- L. All policies, except for workers' compensation and professional liability, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of subrogation against the Authority, its consultants, directors, officers, employees, representatives or agents. Nothing contained in these insurance requirements

- is to be construed as limiting the liability of Consultant or Consultant's insurance carriers.
- M. The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of the Consultant's obligations under the Agreement, including any indemnity or hold harmless provision.
- N. Consultant shall require each of its subcontractors, suppliers and other persons or organizations working for Consultant to procure and maintain, until the completion of that party's work or services, insurance of the types and in the coverage amounts required to be carried by Consultant in the Agreement unless the Authority agrees, in writing, to other types of coverage and/or lower coverage amounts. Provided, however, professional liability insurance shall not be required under the Agreement for subcontractors, suppliers or other persons or organizations working for Consultant, unless such party is a licensed professional. The preceding sentence does not preclude Consultant for requiring such insurance. Consultant shall be responsible for ensuring all of its subcontractors, suppliers and other persons or organizations working for Consultant in connection with the Project comply with all of the insurance requirements contained herein relative to each such party. The Consultant must obtain certificates of insurance from any subcontractor otherwise the Consultant must provide evidence satisfactory to the Authority that coverage is afforded to the subcontractor or by the Consultant's insurance policies.

SECTION 15. INDEMNIFICATION OF THE AUTHORITY

Consultant agrees to indemnify and hold harmless the Authority, and its directors, officers and employees from liabilities, damages, losses, and costs, either at law or in equity, including but not limited to, reasonable attorney fees and costs and attorney fees and costs on appeal, as a result of any negligent or reckless act or omission or any intentional wrongful conduct of

Consultant and other persons employed or utilized by the Consultant in performance of the Agreement. The execution of the Agreement by Consultant shall obligate Consultant to comply with the foregoing indemnification provision; however, the obligations of insuring this indemnification must also be complied with as set forth in Section 14 herein.

SECTION 16. TERM OF AGREEMENT

The term of this Agreement is three (3) years from the Effective Date, unless terminated pursuant to the provisions of this Agreement. The Authority shall have the option to extend this Agreement for two (2) additional one (1) year periods upon mutual written agreement of both parties. All Work Orders must be completed within the five (5) year term, unless the Work Order is unavoidably delayed. A Work Order may not be issued for work that exceeds the Agreement's expiration date.

SECTION 17. TERMINATION OF AGREEMENT BY THE AUTHORITY/SURVIVAL

- A. The Agreement may be terminated by the Authority, with or without cause, upon ten (10) days written notice to the Consultant. Termination will be effective on the date provided in the notice. In the event of termination under this section, the Consultant shall be entitled to compensation for all services provided to the Authority up to the date of termination, which are within the Scope of Services, documented in the Work Order, and are allowed under this Agreement. If the Agreement is so terminated, Consultant must promptly deliver to the Authority copies of all then completed deliverable items and all tracings, drawings, survey notes and other documents that directly support the deliverables prepared by Consultant.
- B. In the event the Agreement should be terminated by Authority or Consultant, the duties and obligations of Consultant under the following provisions shall survive termination

and continue in full force and effect:

1. Section 3(G) and 11(F), regarding Audits;
2. Section 8, regarding Documents and Data;
3. Section 14(J), regarding Professional Liability Insurance;
4. Section 15, regarding Indemnification of the Authority;
5. Section 17, regarding Termination of Agreement by the Authority/Survival;
6. Section 18, regarding Default/Remedies;
7. Section 25, regarding Dispute Resolution; and
8. Section 26, regarding Controlling Law/Attorney Fees.

SECTION 18. DEFAULT/REMEDIES

- A. Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. In addition, the initiation, either by Consultant or against Consultant, of proceedings in bankruptcy, or other proceedings for relief under any law for the relief of debtors, or Consultant becoming insolvent, admitting in writing its inability to pay its debts as they mature or making an assignment for the benefit of creditors shall constitute a default by Consultant entitling the Authority to terminate this Agreement as set forth above. The parties agree that this Agreement is an executory contract. If, after termination by the Authority, it is determined that the Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Authority. The rights and remedies in this provision are

in addition to any other rights and remedies provided by law or this Agreement.

B. Unless specifically waived by the Authority, the Consultant's failure to timely comply with any obligation in this Agreement or Work Order shall be deemed a breach of this Agreement and the expenses and costs incurred by the Authority, including attorney fees and costs and attorney fees and costs on appeal, due to said breach shall be borne by the Consultant. Additionally, the Authority shall not be limited by the above but may avail itself of any and all remedies under Florida law for any breach of this Agreement. The Authority's waiver of any of the Consultant's obligations shall not be construed as the Authority's waiver of any other obligations of the Consultant.

SECTION 19. SEVERABILITY

In the event any provision of the Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of the Agreement or such other appropriate actions as shall, to the maximum extent practicable in the light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of the Agreement, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

SECTION 20. PROHIBITION AGAINST CONTINGENCY FEES

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

Agreement. For the breach or violation of this provision, the Authority shall have the right to terminate the Agreement without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 21. TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT

- A. Consultant certifies that wage rates and other factual unit costs included in the Fee Schedule are accurate, complete and current at the time of contracting. The original Agreement Fee Schedule, Work Order price and any additions thereto shall be adjusted to exclude any significant sums by which the Authority determines the Agreement Fee Schedule or Work Order price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Any such adjustments will be made within one (1) year following the end of this Agreement.
- B. Pursuant to Subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By signing this Agreement, Consultant warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past

thirty-six (36) months. Consultant further agrees to notify the Authority if placement on either of these lists occurs.

SECTION 22. SUCCESSORS AND ASSIGNS

Except as otherwise provided in this Agreement, Consultant may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Authority.

SECTION 23. FORCE MAJEURE

Consultant is not responsible for damages or delay in performance caused by acts of God, strikes, lock-outs, accidents, or other events beyond control of Consultant. In any such event, Consultant's contract price and schedule shall be equitably adjusted.

SECTION 24. NO THIRD PARTY BENEFICIARY

Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

SECTION 25. DISPUTE RESOLUTION

In the event any dispute or disagreement arises during the course of the Work Order, the Consultant shall fully perform the Work Order in accordance with the Authority's written instructions and may claim additional compensation. The Consultant is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment or other proposed dispute resolution to the Authority's Executive Director no later than ten (10) days after the precipitating event. The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options. No services shall be delayed or postponed pending resolution of any disputes or disagreements.

SECTION 26. CONTROLLING LAW/ATTORNEY FEE

- A. The Agreement is to be governed by the laws of the State of Florida. The sole and exclusive venue for any litigation resulting out of the Agreement shall be in Manatee County, Florida, and if in federal court, shall be exclusively in the Middle District of Florida, Tampa Division.

- B. Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under Section 768.28, Florida Statutes. This paragraph does not constitute a waiver of the Authority's sovereign immunity or extend the Authority's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 27. CONFLICTING EMPLOYMENT

Consultant certifies that it does not at the time of execution of this Agreement have any retainer or employment agreement, oral or written, with any third party that directly conflicts with any interest or position of the Authority relating to the services provided by the Consultant under this Agreement. The Consultant further agrees that it shall not accept during the term of this Agreement any retainer or employment from a third party whose interests are in direct conflict with those of the Authority regarding the services being performed under this Agreement. In the

event the Consultant is faced with an employment opportunity that appears to be a direct conflict with the services the Consultant is performing under this Agreement, the Consultant shall provide the Authority with notice of the employment opportunity. If the Authority determines that the employment would be a direct conflict with the services the Consultant is performing under this Agreement, the Consultant and the Authority shall have the opportunity to decide whether or not the Consultant will decline the employment opportunity or will accept the employment opportunity and terminate this Agreement.

SECTION 28. SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes shall be ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more. By signing this Agreement, Consultant certifies that it is not currently on either of the aforementioned lists and agrees to notify the Authority if placement on either list occurs. If Consultant submits a false certification, the Authority may terminate this Agreement and bring a civil action against the Consultant, which may result in a penalty equal to the greater of \$2 million or twice the amount of the Work Orders resulting from this Agreement and all reasonable attorney's fees and costs.

SECTION 29. NOTICES

Any notices or other writings permitted or required to be delivered under the provisions of the Agreement must be in writing and shall be delivered by sending the notice by personal delivery,

U.S. regular mail, U.S. express mail or by U.S. certified mail, return receipt requested, in any event with sufficient postage affixed, and addressed as follows:

If to the Authority: Peace River Manasota Regional Water Supply Authority
 9415 Town Center Parkway
 Lakewood Ranch, Florida 34202
 Attention: Patrick J. Lehman, Executive Director

If to the Consultant:

Either party may change said address by notice in writing to the other party in the manner herein provided.

SECTION 30. EXTENT OF AGREEMENT

- A. The Agreement represents the entire and integrated agreement between the Authority and Consultant and supersedes all prior negotiations, representations or agreement, either written or oral for services under a blanket agreement of this nature. This Agreement in no way is connected with nor affects separate agreement(s) arrived at through formal solicitation for professional services associated with large, dedicated capital improvement projects as may be awarded by the Authority Board of Directors.
- B. Except as is provided for in Section 11 hereof, the Agreement may only be amended, supplemented, modified, changed or cancelled by a written instrument duly executed by both parties.
- C. Consultant shall cooperate with the Authority in making any reasonable changes to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the day and year written above.

ATTEST:

**PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY AUTHORITY**

BY: _____

Patrick J. Lehman, P.E. Date
Executive Director

WITNESS:

Consultant (name & title) Date

PREPARED BY:

Douglas Manson
General Counsel for
Peace River Manasota
Regional Water Supply Authority

EXHIBIT A
(Consultant Fee Schedule)

**EXHIBIT B
(Resolution 2005-09)**

PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Resolution 2005-09

RESOLUTION ESTABLISHING PER DIEM AND TRAVEL EXPENSES

The Peace River/Manasota Regional Water Supply Authority, created pursuant to Chapter 373.1962, Florida Statutes, and interlocal agreement pursuant to Chapter 163.01, Florida Statutes, in lawful session and in regular order of business properly presented, finds that:

WHEREAS, Chapter 112.061, Florida Statutes establishes per diem and travel expenses of public officers, employees, and authorized persons; and,

WHEREAS, the Authority is defined as a public agency under Chapter 112.061, Florida Statutes; and,

WHEREAS, recent amendment of Chapter 112.061, Florida Statutes allows Special Districts to establish rates that may exceed the maximum travel reimbursement rates for nonstate travelers specified for per diem, subsistence and mileage; and

WHEREAS, the Authority approved Resolution 2004-01 establishing per diem and travel expenses on March 3, 2004.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. This resolution shall supercede and replace Resolution 2004-01.

Section 2. The Peace River/Manasota Regional Water Supply Authority establishes the following schedule for per diem and travel expenses effective November 1, 2005.

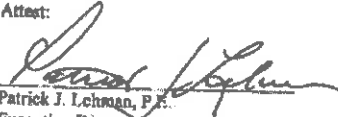
Expense Item	Florida Statute Rate Modified by Resolution	Reimbursement
Breakfast	Chapter 112.061(6)(b)1.	\$8
Lunch	Chapter 112.061(6)(b)2.	\$10
Dinner	Chapter 112.061(6)(b)3.	\$20
Mileage Allowance	Chapter 112.061(7)(d)1.	See below

Section 3. Mileage Allowance shall be the 'business standard mileage rate' established by the Internal Revenue Service (IRS). The IRS adjusts the business standard mileage rate (to the extent warranted) annually and prospectively.

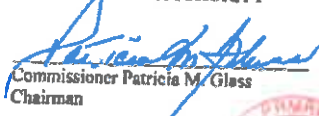
Section 4. All other paragraphs of Chapter 112.061, Florida Statutes, remain in effect regarding per diem and travel expenses of public officers, employees, and authorized persons of the Authority.

Done at Sarasota, Florida, this Second day of November, 2005.

Attest:


Patrick J. Lehman, P.E.
Executive Director

PEACE RIVER/MANASOTA REGIONAL
WATER SUPPLY AUTHORITY


Commissioner Patricia M. Glass
Chairman

Approved as to Form:


Douglas Manson, Esq.



EXHIBIT C
(Certificate of Insurance)

Peace River Manasota Regional Water Supply Authority
 General Professional Services for Water Facility Instrumentation & Control Systems and Low/Medium Duty Electrical
 Tabulation Sheet

Line #	CONTRACTOR	Criteria					SUBTOTAL (95 points)	WMBE (5 points)	TOTAL (100 points)
		1 (35 points)	2 (35 points)	3 (10 points)	4 (10 points)	5 (5 points)			
1	Automated Integration	30	27	4	4	4		0	69
2	CEC Controls	27	27	7	4	5		0	70
3	Gray Matter	22	25	3	2	1		0	53
4	JH Ham Engineering	33	33	6	7	4		0	83
5	Johnson Engineering	20	17	4	8	5		0	54
6	Locher Environmental	27	27	4	5	5		0	68
7	Omega Consultants	15	17	4	1	3		0	40
8	Revere	30	30	7	2	4		0	73
9	Sharek Solutions	30	30	5	3	4		4	76

69. (7) *
 70 (4) *
 53 (8) *
 83 (1) *
 54 (5)
 68 (6) *
 40 (9)
 73 (3) *
 76 (2) *

- Criteria:
- 1 Contractor Competence & Training of Project Personnel
 - 2 Contractor Experience & Accomplishments
 - 3 Contractor Availability of Resources
 - 4 Contractor Past Record of Performance on Authority Projects
 - 5 Contractor Office within 4-County service area or proximity thereto
 - 6 Minority or Women-Owned Business (WMBE)

Member Signatures:

MAE COE
 Mike Coates, Deputy Director (PRMRWSA)

Richard Anderson
 Richard Anderson, Systems Operations Manager (PRMRWSA)

Dave Watson
 Dave Watson, Utility Services Manager (CCU)

Mike Chell
 Mike Chell, Operations Supervisor (PRMRWSA)

Doug Leath
 Doug Leath, Maintenance Supervisor (PRMRWSA)

Committee consensus to select top ranked 6 firms

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2016

CONSENT AGENDA
ITEM 5

Approve Firms for ‘General Land Management Services’

Recommended Action -

Motion to approve recommended short-list of firms and authorize Executive Director to execute Agreement for ‘General Land Management Services’ with each respective firm contingent on review of contract documents by the General Counsel.

The Authority’s existing General Land Management Services Contract expires in late December 2016. Request for Proposals (RFP’s) for General Land Management Services were advertised in accordance with the Authority’s Procurement Policy and three (3) Proposals were received by the September 15, 2016 deadline. These as-needed services are utilized to conduct prescribed burns, optimize natural environmental conditions and habitat, control exotic vegetation and invasive species, maintain trails, and performing site security on the 6,000-acre RV Griffin Reserve, and other Authority owned and controlled lands.

Staff recommends the Authority Board of Directors approve the recommended short-list of firms below for award of Agreements for ‘General Land Management Services’ and authorize the Executive Director to execute an Agreement with each respective firm contingent on review and approval of contract documents by the Authority General Counsel. The proposed Agreements have a three-year initial term with up to two additional one-year extensions. Authorization limits in the Agreement are up to \$50,000 per Work Order with approval of the Executive Director and up to \$200,000 if approved by the Board.

Short List of Recommended Firms (listed alphabetically)	Office Location
HVMI	North Port
Natural Resources LLC	Arcadia
Sumner Land Management	Balm

Budget Action – No action needed.

Attachments:

Tab A Staff Memorandum, Contract Form, and Committee Ranking Sheet. See appendix - back of board book for: Request for Proposals, Proposal Information Packet, and Proposals.

TAB A
Staff Memorandum, Contract Form, and Evaluation Committee Ranking Sheet

MEMORANDUM

DATE: December 7, 2016

TO: Patrick Lehman, Executive Director

FROM: Chris Rogers, Project Manager

RE: Consultant Selection for 'General Land Management Services'

Recommendation

Staff recommends that the short-list below be approved by the Board for award of Agreements (Contracts) for 'General Lands Management Services' with the Authority. The term of the Agreement is three years, with up to two additional one-year extensions by mutual consent. Spending limits established in the Agreements are up to \$50,000 per work Order by approval of the Executive Director, and up to \$200,000 with approval of the Authority Board.

Short List of Recommended Firms (listed alphabetically)	Office Location
HVMI	North Port
Natural Resources LLC	Arcadia
Sumner Land Management	Balm

Background

The Authority has need to retain qualified firms for 'Land Management Services' in conjunction with the operations and management efforts on the 6,000-acre RV Griffin Reserve, and the Peace River Facility site. These as-needed services are utilized for conducting prescribed burns, optimization of natural environmental conditions, control of exotic vegetation and invasive species, maintenance of trails and performing site security. Assignments under these contracts would typically be work included in the Authority's budget under Repair and Maintenance in Land Management and Water Resources.

The Agreement (contract) for 'General Land Management Services' is attached and has been approved as-to-form by the Authority General Counsel. Key provisions of the Agreement are as follows:

- Executive Director approval of individual work authorizations up to \$50,000. Board approval would be required for individual work authorizations in excess of this amount.
- Establishes a maximum of \$200,000 per individual work authorization under the Agreement
- Pricing for work is established in an exhibit attached to each Agreement, and that pricing is from the General Land Management Proposals.

- Agreements provide for a three-year initial term, with up to two - one year extensions if mutually agreeable.

On August 11, 2016 the Authority issued a Request for Competitive Proposals for 'Land Management Services'. The request was made in accordance with Section 3.1.2 of the Authority's Procurement Policy. Three (3) Proposals conforming to submittal requirements were timely received on September 15, 2016 from the firms listed in the table below.

Firms Submitting RFP (listed alphabetically)	Office Location
HVMI	North Port
Natural Resources LLC	Arcadia
Sumner Land Management	Balm

All Proposals were reviewed, evaluated and discussed by a four-member Proposal Review Committee at a public meeting held on October 11, 2016 at the Peace River Facility. Review criteria included: (1) Qualifications and Experience, (2) Resources and Equipment, (3) Prices, (4) References, (5) Office within 4-County Service Area or Proximity thereto, and (6) Minority or Woman-Owned Business.

Based on the Proposal Review Committee evaluation, all three submitting firms (listed below) are recommended for Board approval of Agreements for 'General Land Management Services'.

Short List of Recommended Firms (listed alphabetically)	Office Location
HVMI	North Port
Natural Resources LLC	Arcadia
Sumner Land Management	Balm

Copies of the following are enclosed:

- 1) Request for Competitive Proposals
- 2) Information Package for General Land Management
- 3) Evaluation Committee Proposal Review Form
- 4) Contract form for General Land Management Services
- 5) Proposals from all submitting firms.

**AGREEMENT FOR GENERAL LAND MANAGEMENT SERVICES BETWEEN
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
AND _____**

The Agreement is made this ____ day of _____, 2016 (“Effective Date”) between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an independent special district created pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, acting by and through its governing Board of Directors, hereinafter referred to as the “Authority” whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202 and _____, hereinafter referred to as “Contractor” whose address is _____.

WHEREAS, the Authority provides certain governmental services and owns and operates a regional public water supply and delivery system, develops new drinking water supplies, transmission pipelines, and water treatment and storage facilities and must comply with various state and federal regulations; and

WHEREAS, the Authority owns or controls the Peace River Facility site and R.V. Griffin Reserve in DeSoto County (“Property”) on which multiple uses, including water supply, water storage, public access, environmental preservation and mitigation activities, may take place; and

WHEREAS, the Authority desires to retain a contractor to provide General Land Management Services that support established land management goals and stewardship of such properties; and

WHEREAS, the Authority has selected Contractor in accordance with the Authority’s Procurement Policy; and

WHEREAS, Contractor desires to render as-needed General Land Management Services to the Authority, and has the experience, staff and resources to perform those services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

The following terms as used in the Agreement shall have the following meanings:

- A. "Agreement" – This written document and the Agreement Documents set forth in Section 7 hereof, as it may be amended from time to time.
- B. "As-Needed General Land Management Services" – Services that support land management goals and stewardship on the Property, including mowing of pastures, applying herbicides to control exotic/invasive vegetation, cutting and maintaining fire lanes, performing prescribed burns, trapping and removal of exotic/nuisance hogs on the Property, inspection and maintenance of fences, signs, gates, internal roads and trails, planting native vegetation, supporting site security, and providing advice and counsel regarding site maintenance and land stewardship.
- C. "Fee Schedule" – Schedule showing billing rates for Contractor's various personnel classifications, equipment and specific tasks (such as controlled burns) that serves as a basis for budget development on tasks within the Scope of Services, and which is included as "Exhibit A" in the Agreement.
- D. "Scope of Services" – Specific tasks and duties to be conducted by Contractor within a pre-determined timeframe for a specified fee to meet a defined objective, collectively comprising a Work Order and also known as the "Project".
- E. "System" – All real property, interest in real property, fixtures, personal property, wells, buildings, treatment systems, pumps, pipelines, storage facilities, reservoirs, aquifer

storage and recovery facilities and appurtenant or associated facilities of the Authority used in the storage, treatment and delivery of water to Authority customers.

- F. “Submittal” – Drawings, maps, tests, samples, applications, progress schedules and other schedules, progress reports and other reports, and any other documents required for submission by the Agreement.
- G. “Work Order” – An individual work assignment to be conducted by Contractor at the direction of the Authority, consisting of single or multiple tasks completed within a pre-determined timeframe for a pre-approved fee, including a Scope of Services, which is also known as the “Project”.

SECTION 2. ENGAGEMENT OF CONTRACTOR

The Authority hereby agrees to engage Contractor, and Contractor hereby agrees to perform As-Needed General Land Management Services as directed by the Authority. Key personnel and subcontractors shall not be assigned to or removed from the Project by Contractor without the prior written approval of the Authority. Both parties agree that replacement of key personnel and subcontractors must be with equal or more qualified persons, and must be approved by the Authority before a new member works on a Project. Notwithstanding, the Authority and Contractor may assign other individuals to serve as a key personnel for particular Work Orders.

SECTION 3. WORK ORDERS, SCOPE OF SERVICES AND THE CONTRACTOR'S RESPONSIBILITY

For each Work Order assigned to the Contractor, the Authority and Contractor shall develop a Scope of Services that will include the project objective, project tasks, staffing, performance schedule and estimated costs required to complete the Work Order. Contractor shall proceed and furnish these services upon authorization by the Authority. Any modification to a Work Order,

including a change to the Scope of Services, must be approved in writing by the Authority. In addition to the services set forth in individual Work Orders, the Contractor shall perform the following:

- A. Contractor shall secure at its own expense, all personnel, facilities, and equipment required to perform the services necessary to complete each Work Order.
- B. Contractor shall maintain an adequate and competent professional staff appropriately certified/licensed and operating within the State of Florida.
- C. Contractor shall designate in writing a single representative with whom the Authority shall coordinate project work. This representative shall have the authority to transmit instructions, receive information, and interpret and deliver Contractor's policies, opinions and decisions related to each assigned Work Order.
- D. Contractor shall secure all licenses or permits required by law for the completion of assigned Work Orders and shall be in compliance with all federal, state and local law, statutes, rules, regulations, ordinances, orders and decisions in effect at the time of the execution of the Agreement and during the time of performance of a Work Order.
- E. Contractor shall, at all times, keep the Authority advised as to the status of each Work Order including, but not limited to, the progress on individual tasks within the Scope of Services. The Authority and its authorized representatives shall have the right to visit any work site and the office of Contractor at any reasonable time for purposes of inspection.
- F. Contractor shall cooperate with other contractors, construction contractors, and suppliers retained by the Authority as needed.
- G. The Authority shall have the right during the three (3) year period following the expiration or termination of the Agreement to audit Contractor with regard to any

financial matters in connection with the services provided under this Agreement. The requested audit shall be performed by a certified public accountant selected and paid for by the Authority. Contractor shall make all documents and data available to the Authority or its designated auditor. Contractor may have the audit reviewed by Contractor's auditor at Contractor's expense.

- H. Work Orders issued in accordance with this Agreement are limited to projects in which the estimated construction cost of each individual project under the contract does not exceed \$2 million and for a study activity if the fee for professional services for each individual study under this Agreement does not exceed \$200,000.
- I. If applicable, any list of items required to render complete, satisfactory, and acceptable the construction services provided by the Authority for a Work Order must be completed pursuant to Section 218.735, Florida Statutes, as amended.

SECTION 4. THE AUTHORITY'S RESPONSIBILITY

Except as otherwise provided in individual Work Orders, the Authority's responsibilities are as follows:

- A. To designate the Authority's Executive Director to act on the Authority's behalf with respect to the assigned Work Orders. The Executive Director shall have complete authority to issue a Work Order up to and including \$50,000, or another amount as provided in the Procurement Policy, as subsequently amended; transmit instructions; receive information; approve invoices and authorize payments thereon; and interpret and define Authority's policies and decisions with respect to materials, elements, subcontractors, key personnel and systems pertinent to Contractor's services. Notwithstanding, this subsection A. may not be amended by a Work Order.

- B. To provide, within a reasonable time from request of Contractor existing data, plans, reports and other information in the Authority's possession or under the Authority's control that are necessary or may be helpful to Contractor in performance of their duties, and to provide full information regarding requirements of the Work Orders, including objectives, budget constraints, criteria and other pertinent requirements.
- C. To furnish required information and services and render approvals and decisions as expeditiously as necessary for the orderly progress of Contractor's services.
- D. If applicable, the Authority will develop any list of items required to render complete, satisfactory, and acceptable the construction services provided pursuant to Section 218.735, Florida Statutes, as amended.

SECTION 5. TIME OF PERFORMANCE

Contractor shall commence work on a Work Order upon receipt of a Notice to Proceed and shall satisfactorily complete the services in the Scope of Services for the Work Order within the established project schedule.

SECTION 6. COMPENSATION

The Authority agrees to pay the Contractor for work performed under a Work Order in accordance with the Local Government Prompt Payment Act, Part VII, Florida Statutes, upon receipt of a proper invoice and as follows:

- A. Compensation for each Work Order shall be established based on the Fee Schedules in Exhibit "A" and tasks included in the Scope of Services. Individual tasks in a Scope of Services may be compensated as either lump-sum or time-and-materials as negotiated between Contractor and the Authority and provided for in the Scope of Services. Final payments in all cases will be subject to successful completion of a Work Order and the

Authority's acceptance of tasks and project schedule, in accordance with the terms of this Agreement and the Work Order. The Fee Schedules in Exhibit "A" will be used for the initial contract term as defined as year 1, year 2, and year 3. If the Agreement is extended in accordance with Section 16, the Fee Schedules may be adjusted for each extension upon written approval by the Executive Director.

- B. The fair and reasonable expenses of the Contractor necessarily incurred in the performance of the duties herein described and agreed to by the Authority shall, upon proper invoice and detail, be paid by the Authority, at actual cost with no mark-up.
- C. Contractor shall prepare and submit to the Authority's Executive Director for approval monthly invoices for the services rendered and expenses incurred pursuant to completion of each Work Order. All invoices shall be on a calendar month basis. Invoices must be submitted to the Executive Director by the 20th day of the month for work completed the previous month. Payment shall be made in accordance with paragraph A from the date when it is stamped as received by the Authority unless payment is not approved by the Executive Director pursuant to paragraph D. All invoices shall be accompanied by a report identifying the nature and progress of the services performed and in a format approved by the Executive Director.
- D. The Authority reserves the right to withhold payment to Contractor for failure to perform services in accordance with the provisions of the Agreement and Work Order and the Authority shall promptly notify Contractor if any invoice or report is found to be unacceptable and will specify the reasons therefore.
- E. Contractor shall have the right to suspend services under the Agreement if an invoice becomes delinquent. "Delinquent" shall be defined as an invoice not being paid within

sixty (60) days from receipt thereof by the Authority. Contractor's right to suspend services does not become effective if the Authority has withheld payment of an invoice for cause.

- F. Disputes regarding a monthly invoice and/or report shall be resolved pursuant to Section 218.76(2), Florida Statutes, as may be amended.
- G. The Authority may, in addition to other remedies available at law or equity, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the Authority. The Authority may set off any liability or other obligation of the Contractor or its affiliates to the Authority against any payments due the Contractor under any agreement with the Authority.

SECTION 7. AGREEMENT DOCUMENTS

The following documents are attached or incorporated herein by reference and made a part of this Agreement:

- A. Contractors September 15, 2016 Competitive Proposal,
- B. Fee Schedules, attached hereto as Exhibit "A",
- C. Certificates of Insurance, attached hereto as Exhibit "B", and
- D. Any written amendments, modifications, work orders or addenda to the Agreement.

In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "A", as they may be amended, and then Work Orders.

SECTION 8. DOCUMENTS AND DATA

- A. The Authority and the Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law). Each party shall allow public access to Project documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, Florida Statutes. The Contractor shall (1) keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (941) 316-1776; Alee@Regionalwater.org; OR 9415 TOWN CENTER PARKWAY, LAKEWOOD RANCH, FLORIDA 34202.**
- B. Copies of all technical data and working papers regarding any Work Order shall be made available to the Authority in accordance with Section 3, Paragraph D.

- C. All tracings, plans, specifications, maps, plats, evaluations, reports and technical data including working papers prepared or obtained under the Agreement, shall become the property of the Authority without restriction or limitation of use, and shall be made available, upon request, to the Authority at any reasonable time. Contractor may retain copies thereof for their files and internal use.
- D. All final plans, contract documents and/or such other documents that are required by Florida Law to be endorsed and are prepared by Contractor in connection with a Work Order shall bear the certification of a person in the full employment of Contractor or duly retained by Contractor and duly licensed and with current registration in the State of Florida in the appropriate professional category.
- E. For a period of five (5) years after the completion of the Work Orders, Contractor agrees to provide the Authority with copies of any additional materials in their possession resulting from the performance of the Agreement.

SECTION 9. STANDARD OF PERFORMANCE

Contractor shall perform and complete all assigned Work Orders in a timely manner and in accordance with the standard of care, skill and diligence customarily provided by an experienced professional organization rendering the same services, and in accordance with sound principles and practices. The Authority shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services called for hereunder, or the character, quality, amount, or value thereof. The decision of the Authority upon all such claims, questions, or disputes shall be reasonable and in adherence with sound principles and practices applicable to the professional services.

SECTION 10. CONTRACTOR'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Contractor acknowledges and explicitly represents to the Authority the following:

- A. Contractor is duly authorized to conduct business in the State of Florida.
- B. In connection with the work to be performed under the Agreement, Contractor will abide by and assist the Authority in satisfying all applicable federal, state and local laws, rules, regulations and guidelines (including but not limited to the Americans with Disabilities Act) relative to performance under this Agreement. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin. Contractor will obtain and maintain all permits and licenses necessary for its performance under this Agreement.
- C. Contractor recognizes that:
 - 1. Authority is contractually obligated to furnish potable water to the Authority's customers who have an immediate need for such water;
 - 2. Work Orders assigned herein may interface with work performed by others;
 - 3. Utilization of the services under the Agreement for the purposes intended may require that Contractor coordinate the Project with other ongoing projects by the Authority;
 - 4. During the construction associated with any assigned Work Order, Contractor shall coordinate Work Order tasks with other projects in order to minimize interference with the Authority's current customers; and
 - 5. Authority may suffer financial loss if the services are not completed within the time periods set forth in a Work Order, or any extensions thereof.
- D. Contractor has familiarized itself with the nature and extent of the Agreement, services expected to be performed under the Agreement, and federal, state and local laws, statutes,

rules, regulations, ordinances, orders and decisions, that may affect Contractor's performance of the Agreement.

- E. Contractor has reviewed the Agreement (including its Exhibits) and all available information and data shown or indicated in the Agreement and has given the Authority written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in the Agreement or information or data, and the written resolution thereof by the Authority is acceptable to Contractor.
- F. Contractor shall obtain and review all information and data that relates to assigned Work Orders or which Contractor may reasonably anticipate may affect cost, scheduling, progress, performance or furnishing of any Scope of Services, including, but not limited to, information and data indicated in the Agreement or related to work under separate contracts, to the extent such work may interface with Contractor's services provided pursuant to the Agreement.
- G. Contractor recognizes and acknowledges that the time for the performance of each Work Order is of the essence in the Agreement.

SECTION 11. SUSPENSION OF PROJECT – EXTRA SERVICES

- A. The Authority shall have the absolute right to terminate or suspend any Work Order, or amend any Work Order upon mutual agreement, at any time and for any reason upon reasonable notice, and such action on its part shall not be deemed a default or breach of the Agreement. Suspensions or termination of a Work Order by the Authority, and amendments to any Work Order, shall be in writing.
- B. If Contractor is of the opinion that any service the Authority directs it to perform substantially increases the services of Contractor beyond the original Scope of Services

of the Work Order (“Extra Services”), Contractor shall, within ten (10) days of such direction, notify the Authority in writing of this opinion. The Authority shall, within twenty (20) days after receipt of such notification, fairly judge as to whether or not such service in fact increases the services of Contractor beyond the Scope of Services in the Agreement and constitutes Extra Services. If the Authority determines such service does constitute Extra Services, it shall provide extra compensation to Contractor negotiated by the Authority and Contractor based upon the provisions of Section 6 above.

- C. In the event a Work Order project is entirely or partly suspended, delayed, or otherwise hindered by any cause whatsoever, Contractor shall make no claims for additional compensation or damages owing to such suspensions, delays or hindrances. Such suspensions, delays or hindrances may only be compensated for by an extension of time, as the Authority may decide however such extension shall not operate as a waiver of any other rights of the Authority. Upon resumption of the Work Order, Contractor shall resume its service until the Scope of Services is completed in accordance with the Work Order, and the time for completion of the services, which were suspended, shall be extended for the duration of the suspension.
- D. If, in the opinion of the Authority, the progress of an assigned Work Order during any period is substantially less than the amount that is necessary to meet the project schedule, the Authority may require Contractor to take whatever action is necessary, in the opinion of the Authority, to put the Work Order back on schedule. Such action shall not constitute Extra Services unless the delays were caused by circumstances beyond the control of Contractor or its agents, employees or subcontractors.

- E. In the event of claims by others against the Authority in connection with work being conducted under a Work Order, the Contractor shall provide to the Authority such technical assistance that the Authority may request. Such assistance shall constitute Extra Services, unless such claims are caused by the failure of Contractor, its agents, employees, or subcontractors to comply with the terms and conditions of the Agreement or otherwise perform their duties under this Agreement, a Work Order, or otherwise perform their duties under a Work Order.
- E. If Authority requires Contractor to assist with an audit of a Work Order's costs, such assistance shall not be considered Extra Services.

SECTION 12. SUBCONTRACTORS

Contractor shall not subcontract, assign, or transfer the Agreement or any work specifically authorized in the Agreement without the prior written consent of the Authority, which consent may be withheld in the Authority's sole discretion. Contractor shall be solely responsible for the employment, direction, supervision, compensation and control of any and all subcontractors, contractors, experts or other persons employed by Contractor. Contractor shall cause all subcontractors, contractors, experts or other persons employed by Contractor to abide by the terms and conditions of the Agreement and all applicable law as their work or services affect the Authority. Contractor shall not permit any subcontractor, supplier or other person or organization to perform work or services unless such subcontractor, supplier or other person or organization has complied with the workers' compensation insurance requirements contained in Section 14 herein. Nothing in this Agreement shall be construed to create, or be implied to create, any relationship between the Authority and any subcontractor of the Contractor.

SECTION 13. INDEPENDENT CONTRACTOR

Neither the Authority nor any of its employees shall have any control over the conduct of Contractor or any of Contractor's employees, subcontractors or agents, except as herein set forth, and Contractor expressly warrants not to represent at any time or in any manner that Contractor or Contractor's agents, subcontractors or employees are in any manner agents, subcontractors or employees of the Authority. It is understood and agreed that Contractor is, and shall at all times remain as to the Authority, a wholly independent contractor and that Contractor's obligations to the Authority are solely as prescribed by the Agreement.

SECTION 14. INSURANCE

- A. The Contractor must maintain during the entire term of this Agreement, insurance in the following kinds and amounts with a company or companies authorized to do business in the State of Florida and shall not commence work under this Agreement until the Authority has received an acceptable certificate of insurance showing evidence of such coverage.
- B. The amounts and types of insurance shall be appropriate for the services being performed by the Contractor, its employees or agents and must conform to the following minimum requirements:
1. Workers Compensation. Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
 - a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
 - b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
 2. Commercial or Comprehensive General Liability. Coverage must include:

- a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage.
 - b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement, broad form property damage, explosion, collapse, and underground hazard coverage and independent contractor's coverage.
 - c. Additional Insured. Authority is to be specifically included as an additional insured.
 - d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
3. Comprehensive Automobile Liability. Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
- a. \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
 - b. Owned Vehicle.
 - c. Hired and Non-Owned Vehicles.
 - d. Employee Non-Ownership.
 - e. Additional Insured. Authority is to be specifically included as additional insured.
 - f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
- C. Contractor must deliver to the Authority Certificates of Insurance evidencing the insurance coverage specified in this Section 14 prior to commencing work under the Agreement. The required Certificates of Insurance not only shall name types of policies provided but also shall refer specifically to the Agreement.
- D. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the Authority, licensed to do business in the State of Florida and with a resident agent designated for the service of process. Contractor shall provide the Authority with financial information concerning any self-insurance fund insuring Contractor. At the Authority's option, Self-Insurance Fund financial information may be waived.

- E. All the policies of insurance so required of Contractor, except workers compensation, shall be endorsed to include as additional insureds: the Authority, its directors, officers, employees and agents. Such insurance policies shall include or be endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance, which might be applicable to any loss, the insurance required of Contractor shall be considered primary, and all other insurance shall be considered excess. The cross liability clause does not increase the limits of liability or aggregate limits of the policy.
- F. Deductible and self-insured retention amounts shall be subject to approval by the Authority, which approval shall not be unreasonably withheld. Contractor is responsible for the amount of any deductibles or self-insured retentions.
- G. Approval of the insurance by the Authority shall not relieve or decrease the liability of Contractor hereunder. Contractor acknowledges and agrees the Authority does not in any way represent the insurance (or the limits of insurance) specified in this Section 14 is sufficient or adequate to protect Contractor's interests or liabilities, but are merely minimums.
- H. All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the Authority and Contractor by certified mail. Contractor shall give notice to the Authority within twenty-four (24) hours of any oral or written notice of adverse change, non-renewal or cancellation. If the

initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

- I. All insurance required hereunder shall remain in full force and effect until final payment and at all times thereafter when Contractor may be observing the correction, removal or replacement of defective work.
- J. Contractor shall, upon request by the Authority, deliver to the Authority a copy of each insurance policy purchased by Contractor.
- K. All policies, except for workers' compensation, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of subrogation against the Authority, its contractors, directors, officers, employees, representatives or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Contractor or Contractor's insurance carriers.
- L. The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of the Contractor's obligations under the Agreement, including any indemnity or hold harmless provision.
- M. Contractor shall require each of its subcontractors, suppliers and other persons or organizations working for Contractor to procure and maintain, until the completion of that party's work or services, insurance of the types and in the coverage amounts required to be carried by Contractor in the Agreement unless the Authority agrees, in writing, to other types of coverage and/or lower coverage amounts. Contractor shall be responsible for ensuring all of its subcontractors, suppliers and other persons or organizations working for Contractor in connection with the Project comply with all of the insurance requirements contained herein relative to each such party. The Contractor must obtain

certificates of insurance from any subcontractor otherwise the Contractor must provide evidence satisfactory to the Authority that coverage is afforded to the subcontractor or by the Contractor's insurance policies.

SECTION 15. INDEMNIFICATION OF THE AUTHORITY

Contractor agrees to indemnify and hold harmless the Authority, and its directors, officers and employees from liabilities, damages, losses, and costs, either at law or in equity, including but not limited to, reasonable attorney fees and costs and attorney fees and costs on appeal, as a result of any negligent or reckless act or omission or any intentional wrongful conduct of Contractor and other persons employed or utilized by the Contractor in performance of the Agreement. The execution of the Agreement by Contractor shall obligate Contractor to comply with the foregoing indemnification provision; however, the obligations of insuring this indemnification must also be complied with as set forth in Section 14 herein.

SECTION 16. TERM OF AGREEMENT

The term of this Agreement is three (3) years from the Effective Date, unless terminated pursuant to the provisions of this Agreement. This Agreement may be extended for up to two (2) additional one (1) year periods upon mutual written agreement of both parties. All Work Orders must be completed within the five (5) year term, unless the Work Order is unavoidably delayed. A Work Order may not be issued for work that exceeds the Agreement's expiration date.

SECTION 17. TERMINATION OF AGREEMENT BY THE AUTHORITY/SURVIVAL

- A. The Agreement may be terminated by the Authority, with or without cause, upon ten (10) days written notice to the Contractor. Termination will be effective on the date provided in the notice. In the event of termination under this Section 17, the Contractor shall be entitled to compensation for all services provided to the Authority up to the date of

termination, which are within the Scope of Services, documented in the Work Order, and are allowed under this Agreement. If the Agreement is so terminated, Contractor must promptly deliver to the Authority copies of all then completed deliverable items and all tracings, drawings, survey notes and other documents that directly support the deliverables prepared by Contractor.

B. In the event the Agreement is terminated by Authority or Contractor, the duties and obligations of Contractor under the following provisions shall survive termination and continue in full force and effect:

1. Section 3(G) and 11(F), regarding Audits;
2. Section 8, regarding Documents and Data;
3. Section 15, regarding Indemnification of the Authority;
4. Section 17, regarding Termination of Agreement by the Authority/Survival;
5. Section 18, regarding Default/Remedies;
6. Section 25, regarding Dispute Resolution; and
7. Section 26, regarding Controlling Law/Attorney Fees.

SECTION 18. DEFAULT/REMEDIES

A. Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. In addition, the initiation, either by Contractor or against Contractor, of proceedings in bankruptcy, or other proceedings for relief under any law for the relief of debtors, or Contractor becoming

insolvent, admitting in writing its inability to pay its debts as they mature or making an assignment for the benefit of creditors shall constitute a default by Contractor entitling the Authority to terminate this Agreement as set forth above. The parties agree that this Agreement is an executory contract. If, after termination by the Authority, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Authority. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

- B. Unless specifically waived by the Authority, the Contractor's failure to timely comply with any obligation in this Agreement or Work Order shall be deemed a breach of this Agreement and the expenses and costs incurred by the Authority, including attorney fees and costs and attorney fees and costs on appeal, due to said breach shall be borne by the Contractor. Additionally, the Authority shall not be limited by the above but may avail itself of any and all remedies under Florida law for any breach of this Agreement. The Authority's waiver of any of the Contractor's obligations shall not be construed as the Authority's waiver of any other obligations of the Contractor.

SECTION 19. SEVERABILITY

In the event any provision of the Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of the Agreement or such other appropriate actions as shall, to the maximum extent practicable in the light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of the

Agreement, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

SECTION 20. PROHIBITION AGAINST CONTINGENCY FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Authority shall have the right to terminate the Agreement without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 21. TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT

- A. Contractor certifies that wage rates and other factual unit costs included in the Fee Schedule are accurate, complete and current at the time of contracting. The original Agreement Fee Schedule, Work Order price and any additions thereto shall be adjusted to exclude any significant sums by which the Authority determines the Agreement Fee Schedule or Work Order price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Any such adjustments will be made within one (1) year following the end of this Agreement.
- B. Pursuant to Subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity

for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By signing this Agreement, Contractor warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past thirty-six (36) months. Contractor further agrees to notify the Authority if placement on either of these lists occurs.

SECTION 22. SUCCESSORS AND ASSIGNS

Except as otherwise provided in this Agreement, Contractor may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Authority.

SECTION 23. FORCE MAJEURE

Contractor is not responsible for damages or delay in performance caused by acts of God, strikes, lock-outs, accidents, or other events beyond control of Contractor. In any such event, Contractor's contract price and schedule shall be equitably adjusted.

SECTION 24. NO THIRD PARTY BENEFICIARY

Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

SECTION 25. DISPUTE RESOLUTION

In the event any dispute or disagreement arises during the course of the Work Order, the Contractor shall fully perform the Work Order in accordance with the Authority's written instructions and may claim additional compensation. The Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment or other proposed dispute resolution to the Authority's Executive Director no later than ten (10) days after the precipitating event. The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options. No services shall be delayed or postponed pending resolution of any disputes or disagreements.

SECTION 26. CONTROLLING LAW/ATTORNEY FEE

- A. The Agreement is to be governed by the laws of the State of Florida. The sole and exclusive venue for any litigation resulting out of the Agreement shall be in Manatee County, Florida, and if in federal court, shall be exclusively in the Middle District of Florida, Tampa Division.
- B. Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under Section 768.28,

Florida Statutes. This paragraph does not constitute a waiver of the Authority's sovereign immunity or extend the Authority's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 27. CONFLICTING EMPLOYMENT

Contractor certifies that it does not at the time of execution of this Agreement have any retainer or employment agreement, oral or written, with any third party that directly conflicts with any interest or position of the Authority relating to the services provided by the Contractor under this Agreement. The Contractor further agrees that it shall not accept during the term of this Agreement any retainer or employment from a third party whose interests are in direct conflict with those of the Authority regarding the services being performed under this Agreement. In the event the Contractor is faced with an employment opportunity that appears to be a direct conflict with the services the Contractor is performing under this Agreement, the Contractor shall provide the Authority with notice of the employment opportunity. If the Authority determines that the employment would be a direct conflict with the services the Contractor is performing under this Agreement, the Contractor and the Authority shall have the opportunity to decide whether or not the Contractor will decline the employment opportunity or will accept the employment opportunity and terminate this Agreement.

SECTION 28. NOTICES

Any notices or other writings permitted or required to be delivered under the provisions of the Agreement must be in writing and shall be delivered by sending the notice by personal delivery, U.S. regular mail, U.S. express mail or by U.S. certified mail, return receipt requested, in any event with sufficient postage affixed, and addressed as follows:

If to the Authority: Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, Florida 34202
Attention: Patrick J. Lehman, Executive Director

If to the Contractor:

Either party may change said address by notice in writing to the other party in the manner herein provided.

SECTION 29. EXTENT OF AGREEMENT

- A. The Agreement represents the entire and integrated agreement between the Authority and Contractor and supersedes all prior negotiations, representations or agreement, either written or oral for services under a blanket agreement of this nature. This Agreement in no way is connected with nor affects separate agreement(s) arrived at through formal solicitation for professional services associated with large, dedicated capital improvement projects as may be awarded by the Authority Board of Directors.
- B. Except as is provided for in Section 11 hereof, the Agreement may only be amended, supplemented, modified, changed or cancelled by a written instrument duly executed by both parties.
- C. Contractor shall cooperate with the Authority in making any reasonable changes to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the day and year written above.

ATTEST:

**PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY AUTHORITY**

BY: _____

Patrick J. Lehman, P.E. Date
Executive Director

WITNESS:

LAND MANAGEMENT COMPANY

Owner/Representative Date

PREPARED BY:

Douglas Manson
General Counsel for
Peace River Manasota
Regional Water Supply Authority

EXHIBIT A
Contractor Fee Schedule

EXHIBIT B
Certificates of Insurance

Peace River Manasota Regional Water Supply Authority

Land Management Services
Tabulation Sheet

CONTRACTOR	Criteria					SUBTOTAL (95 points)	WMBE (5 points)	TOTAL (100 points)
	1 (25 points)	2 (25 points)	3 (25 points)	4 (10 points)	5 (10 points)			
HVMI	18	22	22	10	10	82	0	82
Natural Resources	25	22	25	10	10	92	0	92
Sumner Land Management	20	20	18	10	7	75	0	75

(2) (1) (3)

Criteria:

- 1 Contractor Qualifications & Experience
- 2 Contractor Resources/Equipment
- 3 Contractor Prices
- 4 Contractor References
- 5 Contractor Office Proximity
- 6 Minority or Women-Owned Business (WMBE)

Member Signatures:




Mike Coates, Deputy Director (PRMRWSA)



Sam Stone, Land & Environmental Services Manager (PRMRWSA)



Ford Ritz, Project Engineer III (PRMRWSA)



Shalina Odgaard, Environmental Specialist II (PRMRWSA)

Committee consensus to select all 3 firms that submitted.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2016

CONSENT AGENDA
ITEM 6

**Approve Firms for ‘As-Needed Facility and Pipeline Mowing
and Grounds Maintenance Services’**

Recommended Action -

Motion to approve recommended short-list of firms and authorize Executive Director to execute Agreement for ‘As-Needed Facility and Pipeline Mowing and Grounds Maintenance Services’ with each respective firm contingent on review of contract documents by the General Counsel.

The Authority’s existing As-Needed Facility and Pipeline Mowing and Grounds Maintenance Services contracts will expire in April, 2017. Request for Proposals (RFP’s) were advertised in accordance with the Authority’s Procurement Policy and four (4) Proposals were received by the October 24, 2016 deadline. These as-needed services typically include periodic mowing and grounds maintenance for safety, security, access, and appearance on Authority owned and managed properties.

Staff recommends the Authority Board of Directors approve the recommended short- list of firms below for award of Agreements for ‘As-Needed Facility and Pipeline Mowing and Grounds Maintenance Services’ and authorize the Executive Director to execute Agreements with each respective firm contingent on review and approval of final contract documents by Authority General Counsel. The proposed Agreements have a three year initial term with up to two additional one-year extensions. Authorization limits in the Agreement are up to \$100,000 per Work Order with approval of the Executive Director and up to \$300,000 if approved by the Board.

Firms (listed alphabetically)	Location
Coronado Lawn Services of Florida, LLC	Bradenton
HVMI, LLC	North Port
M&M Contractors, Inc.	Parrish
West Coast Mowing	Venice

Budget Action – No action needed.

Attachments:

Tab A Staff Memorandum, Contract Form, and Committee Ranking Sheet. See appendix - back of board book for: Request for Proposals, Proposal Information Packet, and Proposals.

TAB A
Staff Memorandum, Contract Form, and Evaluation Committee Ranking Sheet

MEMORANDUM

DATE: December 7, 2016

TO: Patrick Lehman, Executive Director

FROM: Chris Rogers, Project Manager

RE: Consultant Selection for 'As-Needed Facility and Pipeline Mowing and Grounds Maintenance Services'

Recommendation

Staff recommends that the short-list below be approved by the Board for award of Agreements (Contracts) for 'As-Needed Facility and Pipeline Mowing and Grounds Maintenance Services' with the Authority. The term of the Agreement is three years, with up to two additional one-year extensions by mutual consent. Spending limits established in the Agreements are to \$100,000 per work Order by approval of the Executive Director, and up to \$300,000 with approval of the Authority Board.

Short List of Recommended Firms (listed alphabetically)	Office Location
Coronado Lawn Services of Florida, LLC	Bradenton
HVMI, LLC	North Port
M&M Contractors, Inc.	Parrish
West Coast Mowing	Venice

Background

The Authority has a need to retain qualified firms for 'Facility and Pipeline Mowing and Grounds Maintenance Services'. Mowing and grounds maintenance services for vegetative control are necessary for safety, security, access, appearance and preventative maintenance. In addition, the Authority's elevated embankment at Reservoir No. 2 has a wide margin of turf (nearly 50 acres) that must be maintained for safety and integrity of the structure. Assignments under these contracts would typically be work included in the Authority's budget under both the Reservoir and Pipelines/Offsite Facility Grounds Repair and Maintenance line items.

The Agreement (contract) for 'As-Needed Facility and Pipeline Mowing and Grounds Maintenance Services' is attached and has been approved as-to-form by the Authority General Counsel. Key provisions of the Agreement are as follows:

- Executive Director approval of individual work authorizations up to \$100,000. Board consideration/approval would be required for individual work authorizations in excess of this amount.

- Establishes a maximum of \$300,000 per individual work authorization under the Agreement
- Pricing for work is established in an exhibit attached to each Agreement, and that pricing is from the mowing contractors Proposals.
- Agreement provides a three-year initial term, with up to two - one year extensions if mutually agreeable.

On September 21, 2016 the Authority issued a Request for Competitive Proposals for ‘As-Needed Facility and Pipeline Mowing and Grounds Maintenance Services’. The request was made in accordance with Section 3.1.2 of the Authority’s Procurement Policy. Four (4) Proposals were timely received on October 24, 2016 from the firms listed in the table below.

Firms Submitting RFP (listed alphabetically)	Office Location
Coronado Lawn Services of Florida, LLC	Bradenton
HVMI, LLC	North Port
M&M Contractors, Inc.	Parrish
West Coast Mowing	Venice

All Proposals were reviewed, evaluated and discussed by a four-member Proposal Review Committee at a public meeting held on November 7, 2016 at the Peace River Facility. Review criteria included: (1) Qualifications & Experience, (2) Resources and Equipment, (3) Prices, (4) References, and (5) Office within 4-County Service Area or Proximity thereto.

Based on the Proposal Review Committee evaluation, all four submitting firms (listed below) are recommended for Board approval of Agreements for ‘As-Needed Facility and Pipeline Mowing and Grounds Maintenance Services’.

Short List of Recommended Firms (listed alphabetically)	Office Location
Coronado Lawn Services of Florida, LLC	Bradenton
HVMI, LLC	North Port
M&M Contractors, Inc.	Parrish
West Coast Mowing	Venice

Copies of the following are enclosed:

- 1) Request for Competitive Proposals
- 2) Information Package for As-Needed Facility and Pipeline Mowing and Grounds Maintenance Services
- 3) Evaluation Committee Proposal Review Form
- 4) Contract form for As-Needed Facility and Pipeline Mowing and Grounds Maintenance Services
- 5) Proposals from all submitting firms.

**AGREEMENT FOR AS-NEEDED FACILITY AND PIPELINE MOWING AND
GROUND MAINTENANCE SERVICES BETWEEN THE PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY AUTHORITY AND**

The Agreement is made this ____ day of _____, 2016 (“Effective Date”) between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an independent special district created pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, acting by and through its governing Board of Directors, hereinafter referred to as the “Authority” whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202 and _____, hereinafter referred to as “Contractor” whose address is _____.

WHEREAS, the Authority provides certain governmental services and owns and operates a regional public water supply and delivery system, develops new drinking water supplies, transmission pipelines, and water treatment and storage facilities and must comply with various state and federal regulations; and

WHEREAS, the Authority desires to retain a contractor to provide as-needed facility and pipeline mowing and grounds maintenance services on various Authority-owned properties and easements in DeSoto, Charlotte, and Sarasota Counties; and

WHEREAS, the Authority has selected Contractor in accordance with the Authority’s Procurement Policy; and

WHEREAS, Contractor desires to render as-needed facility and pipeline mowing and grounds maintenance services to the Authority, and has the experience, staff, equipment and resources to perform those services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

The following terms as used in the Agreement shall have the following meanings:

- A. "Agreement" – This written document and the Agreement Documents set forth in Section 7 hereof, as it may be amended from time to time.
- B. "As-Needed Facility and Pipeline Mowing and Grounds Maintenance Services" – Mowing and ground maintenance services on various Authority-owned properties and easements in DeSoto, Charlotte, and Sarasota Counties to be provided by the Contractor and be performed from time-to-time on a project specific basis.
- C. "Fee Schedule" – Schedule showing billing rates for Contractor's various personnel classifications, equipment and specific tasks that serves as a basis for budget development on tasks within the Scope of Services, and which is included as "Exhibit A" in the Agreement.
- D. "Scope of Services" – Specific tasks and duties to be conducted by Contractor within a pre-determined timeframe for a specified fee to meet a defined objective, collectively comprising a Work Order and also known as the "Project".
- E. "System" – All real property, interest in real property, fixtures, personal property, wells, buildings, treatment systems, pumps, pipelines, storage facilities, reservoirs, aquifer storage and recovery facilities and appurtenant or associated facilities of the Authority used in the storage, treatment and delivery of water to Authority customers.
- F. "Submittal" – Progress schedules and other schedules, progress reports and other reports, and any other documents required for submission by the Agreement.

G. “Work Order”– An individual work assignment to be conducted by Contractor at the direction of the Authority, consisting of single or multiple tasks completed within a pre-determined timeframe for a pre-approved fee, including a Scope of Services, which is also known as the “Project”.

SECTION 2. ENGAGEMENT OF CONTRACTOR

The Authority hereby agrees to engage Contractor, and Contractor hereby agrees to perform As-Needed Facility and Pipeline Mowing and Grounds Maintenance Services as directed by the Authority. This Agreement in no way reflects an exclusivity arrangement with the Contractor for this type of service. Key personnel and subcontractors shall not be assigned to or removed from the Project by Contractor without the prior written approval of the Authority. Both parties agree that replacement of key personnel and subcontractors must be with equal or more qualified persons, and must be approved by the Authority before a new member works on a Project. Notwithstanding, the Authority and Contractor may assign other individuals to serve as a key personnel for particular Work Orders.

SECTION 3. WORK ORDERS, SCOPE OF SERVICES AND THE CONTRACTOR’S RESPONSIBILITY

For each Work Order assigned to the Contractor, the Authority and Contractor shall develop a Scope of Services that will include the project objective, project tasks, staffing, performance schedule and estimated costs required to complete the Work Order. Contractor shall proceed and furnish these services upon authorization by the Authority. Any modification to a Work Order, including a change to the Scope of Services, must be approved in writing by the Authority. In addition to the services set forth in individual Work Orders, the Contractor shall perform the following:

- A. Contractor shall secure at its own expense, all personnel, facilities, materials, and equipment required to perform the services necessary to complete each Work Order, except if the Work Order requires specialty equipment or materials for a specific project and the Authority approves the rental of such specialty equipment and/or materials, which shall only be charged to the Authority at actual cost.
- B. Contractor shall maintain an adequate and competent professional staff appropriately certified/licensed and operating within the State of Florida.
- C. Contractor shall designate in writing a single representative with whom the Authority shall coordinate project work. This representative shall have the authority to transmit instructions, receive information, and interpret and deliver Contractor's policies, opinions and decisions related to each assigned Work Order.
- D. Contractor shall secure all licenses or permits required by law for the completion of assigned Work Orders and shall be in compliance with all federal, state and local law, statutes, rules, regulations, ordinances, orders and decisions in effect at the time of the execution of the Agreement and during the time of performance of a Work Order.
- E. Contractor shall, at all times, keep the Authority advised as to the status of each Work Order including, but not limited to, the progress on individual tasks within the Scope of Services. The Authority and its authorized representatives shall have the right to visit any work site and the office of Contractor at any reasonable time for purposes of inspection.
- F. Contractor shall cooperate with other contractors, construction contractors, and suppliers retained by the Authority as needed.
- G. The Authority shall have the right during the three (3) year period following the expiration or termination of the Agreement to audit Contractor with regard to any

financial matters in connection with the services provided under this Agreement. The requested audit shall be performed by a certified public accountant selected and paid for by the Authority. Contractor shall make all documents and data available to the Authority or its designated auditor. Contractor may have the audit reviewed by Contractor's auditor at Contractor's expense.

- H. Individual Work Orders issued under this Agreement will not exceed \$300,000.
- I. If applicable, any list of items required to render complete, satisfactory, and acceptable the As-Needed Facility and Pipeline Mowing and Grounds Maintenance Services provided by the Authority for a Work Order must be completed pursuant to Section 218.735, Florida Statutes, as amended.
- J. Contractor's operation of its equipment must not cause damage to turf and embankment surfaces as solely determined by the Authority. The Authority may charge the Contractor repair costs for damage caused by Contractor's improper equipment or operation.

SECTION 4. THE AUTHORITY'S RESPONSIBILITY

Except as otherwise provided in individual Work Orders, the Authority's responsibilities are as follows:

- A. To designate the Authority's Executive Director to act on the Authority's behalf with respect to the assigned Work Orders. The Executive Director shall have complete authority to issue a Work Order up to and including \$100,000, or another amount as provided in the Procurement Policy, as subsequently amended; transmit instructions; receive information; approve invoices and authorize payments thereon; and interpret and define Authority's policies and decisions with respect to materials, elements, sub-

contractors, key personnel and systems pertinent to Contractor's services. Notwithstanding, this subsection A. may not be amended by a Work Order.

- B. To provide, within a reasonable time from request of Contractor existing data, plans, reports and other information in the Authority's possession or under the Authority's control that are necessary or may be helpful to Contractor in performance of their duties, and to provide full information regarding requirements of the Work Orders, including objectives, budget constraints, criteria and other pertinent requirements.
- C. To furnish required information and services and render approvals and decisions as expeditiously as necessary for the orderly progress of Contractor's services.
- D. If applicable, the Authority will develop any list of items required to render complete, satisfactory, and acceptable the construction services provided pursuant to section 218.735, Florida Statutes, as amended.

SECTION 5. TIME OF PERFORMANCE

Contractor shall commence work on a Work Order upon receipt of a Notice to Proceed and shall satisfactorily complete the services in the Scope of Services for the Work Order within the established project schedule.

SECTION 6. COMPENSATION

The Authority agrees to pay the Contractor for work performed under a Work Order in accordance with the Local Government Prompt Payment Act, Part VII, Florida Statutes, upon receipt of a proper invoice and as follows:

- A. Compensation for each Work Order shall be established based on the Fee Schedules in Exhibit "A", and tasks included in the Scope of Services. Individual tasks in a Scope of Services may be compensated as either lump-sum or time-and-materials as negotiated

between Contractor and the Authority and provided for in the Scope of Services. Final payments in all cases will be subject to successful completion of a Work Order and the Authority's acceptance of tasks and project schedule, in accordance with the terms of this Agreement and the Work Order. The Fee Schedules in Exhibit "A" will be used for the initial contract term as defined as year 1, year 2, and year 3. If the Agreement is extended in accordance with Section 16, the Fee Schedules may be adjusted for each extension upon written approval by the Executive Director.

- B. Contractor is advised that obstructions and/or rough terrain may be encountered during the performance of a Work Order. Contractor bears the risk of damage to its equipment and shall be solely responsible for any and all associated repair or replacement costs incurred.
- C. Contractor shall prepare and submit to the Authority's Executive Director for approval monthly invoices for the services rendered pursuant to completion of each Work Order. All invoices shall be on a calendar month basis. Invoices must be submitted to the Executive Director by the 20th day of the month for work completed the previous month. Payment shall be made in accordance with paragraph A from the date when it is stamped as received by the Authority unless payment is not approved by the Executive Director pursuant to paragraph D. All invoices shall be accompanied by a report identifying the nature and progress of the services performed and in a format approved by the Executive Director.
- D. The Authority reserves the right to withhold payment to Contractor for failure to perform services in accordance with the provisions of the Agreement and Work Order, including Contractor's causing damage to turf and embankment surfaces by improper equipment or

operation, and the Authority shall promptly notify Contractor if any invoice or report is found to be unacceptable and will specify the reasons therefore.

- E. Contractor shall have the right to suspend services under the Agreement if an invoice becomes delinquent. "Delinquent" shall be defined as an invoice not being paid within sixty (60) days from receipt thereof by the Authority. Contractor's right to suspend services does not become effective if the Authority has withheld payment of an invoice for cause.
- F. Disputes regarding a monthly invoice and/or report shall be resolved pursuant to Section 218.76(2), Florida Statutes, as may be amended.
- G. The Authority may, in addition to other remedies available at law or equity, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the Authority. The Authority may set off any liability or other obligation of the Contractor or its affiliates to the Authority against any payments due the Contractor under any agreement with the Authority.

SECTION 7. AGREEMENT DOCUMENTS

The following documents are attached or incorporated herein by reference and made a part of this Agreement:

- A. Contractor October 24, 2016 Competitive Proposal,
- B. Fee Schedules, attached hereto as Exhibit "A",
- C. Certificate of Insurance, attached hereto as Exhibit "B ", and
- D. Any written amendments, modifications, Work Orders or addenda to the Agreement.

In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "A", as they may be amended, and then Work Orders.

SECTION 8. DOCUMENTS AND DATA

A. The Authority and the Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law). Each party shall allow public access to Project documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, Florida Statutes. The Contractor shall (1) keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN**

**OF PUBLIC RECORDS AT (941) 316-1776; ALEE@REGIONALWATER.ORG;
OR 9415 TOWN CENTER PARKWAY, LAKEWOOD RANCH, FLORIDA 34202.**

- B. For a period of five (5) years after the completion of the Work Orders, Contractor agrees to provide the Authority with copies of any additional materials in their possession resulting from the performance of the Agreement.

SECTION 9. STANDARD OF PERFORMANCE

Contractor shall perform and complete all assigned Work Orders in a timely manner and in accordance with the standard of care, skill and diligence customarily provided by an experienced professional organization rendering the same services, and in accordance with sound principles and practices. The Authority shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services called for hereunder, or the character, quality, amount, or value thereof. The decision of the Authority upon all such claims, questions, or disputes shall be reasonable and in adherence with sound principles and practices applicable to the contracted services.

SECTION 10. CONTRACTOR'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Contractor acknowledges and explicitly represents to the Authority the following:

- A. Contractor is duly authorized to conduct business in the State of Florida.
- B. In connection with the work to be performed under the Agreement, Contractor will abide by and assist the Authority in satisfying all applicable federal, state and local laws, rules, regulations and guidelines (including but not limited to the Americans with Disabilities Act) relative to performance under this Agreement. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex,

handicap, disability, marital status or national origin. Contractor will obtain and maintain all permits and licenses necessary for its performance under this Agreement.

C. Contractor recognizes that:

1. Authority is contractually obligated to furnish potable water to the Authority's customers who have an immediate need for such water;
2. Work Orders assigned herein may interface with work performed by others;
3. Utilization of the services under the Agreement for the purposes intended may require that Contractor coordinate the Project with other ongoing projects by the Authority;
4. During the tasks associated with any assigned Work Order, Contractor shall coordinate Work Order tasks with other projects in order to minimize interference with the Authority's current customers; and
5. Authority may suffer financial loss if the services are not completed within the time periods set forth in a Work Order, or any extensions thereof.

D. Contractor has familiarized itself with the nature and extent of the Agreement, services expected to be performed under the Agreement, and federal, state and local laws, statutes, rules, regulations, ordinances, orders and decisions, that may affect Contractor's performance of the Agreement.

E. Contractor has reviewed the Agreement (including its Exhibits) and all available information and data shown or indicated in the Agreement and has given the Authority written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in the Agreement or information or data, and the written resolution thereof by the Authority is acceptable to Contractor.

- F. Contractor shall obtain and review all information and data that relates to assigned Work Orders or which Contractor may reasonably anticipate may affect cost, scheduling, progress, performance or furnishing of any Scope of Services, including, but not limited to, information and data indicated in the Agreement or related to work under separate contracts, to the extent such work may interface with Contractor's services provided pursuant to the Agreement.
- G. Contractor recognizes and acknowledges that the time for the performance of each Work Order is of the essence in the Agreement.

SECTION 11. SUSPENSION OF PROJECT – EXTRA SERVICES

- A. The Authority shall have the absolute right to terminate or suspend any Work Order, or amend any Work Order upon mutual agreement, at any time and for any reason upon reasonable notice, and such action on its part shall not be deemed a default or breach of the Agreement. Suspensions or termination of a Work Order by the Authority and amendments to any Work Order shall be in writing.
- B. If Contractor is of the opinion that any service the Authority directs it to perform substantially increases the services of Contractor beyond the original Scope of Services of the Work Order ("Extra Services"), Contractor shall, within ten (10) days of such direction, notify the Authority in writing of this opinion. The Authority shall, within twenty (20) days after receipt of such notification, fairly judge as to whether or not such service in fact increases the services of Contractor beyond the Scope of Services in the Agreement and constitutes Extra Services. If the Authority determines such service does constitute Extra Services, it shall provide extra compensation to Contractor negotiated by the Authority and Contractor based upon the provisions of Section 6 above.

- C. In the event a Work Order project is entirely or partly suspended, delayed, or otherwise hindered by any cause whatsoever, Contractor shall make no claims for additional compensation or damages owing to such suspensions, delays or hindrances. Such suspensions, delays or hindrances may only be compensated for by an extension of time, as the Authority may decide however such extension shall not operate as a waiver of any other rights of the Authority. Upon resumption of the Work Order, Contractor shall resume its service until the Scope of Services is completed in accordance with the Work Order, and the time for completion of the services, which were suspended, shall be extended for the duration of the suspension.
- D. If, in the opinion of the Authority, the progress of an assigned Work Order during any period is substantially less than the amount that is necessary to meet the project schedule, the Authority may require Contractor to take whatever action is necessary, in the opinion of the Authority, to put the Work Order back on schedule. Such action shall not constitute Extra Services unless the delays were caused by circumstances beyond the control of Contractor or its agents, employees or subcontractors.
- E. In the event of claims by others against the Authority in connection with work being conducted under a Work Order, the Contractor shall provide to the Authority such technical assistance that the Authority may request. Such assistance shall constitute Extra Services, unless such claims are caused by the failure of Contractor, its agents, employees, or subcontractors to comply with the terms and conditions of the Agreement or otherwise perform their duties under this Agreement or a Work Order.
- F. If Authority requires Contractor to assist with an audit of a Work Order's costs, such assistance shall not be considered Extra Services.

SECTION 12. SUBCONTRACTORS

Contractor shall not subcontract, assign, or transfer the Agreement or any work specifically authorized in the Agreement without the prior written consent of the Authority, which consent may be withheld in the Authority's sole discretion. Contractor shall be solely responsible for the employment, direction, supervision, compensation and control of any and all subcontractors, contractors or other persons employed by Contractor. Contractor shall cause all subcontractors, contractors or other persons employed by Contractor to abide by the terms and conditions of the Agreement and all applicable law as their work or services affect the Authority. Contractor shall not permit any subcontractor, supplier or other person or organization to perform work or services unless such subcontractor, supplier or other person or organization has complied with the workers' compensation insurance requirements contained in Section 14 herein. Nothing in this Agreement shall be construed to create, or be implied to create, any relationship between the Authority and any subcontractor of the Contractor.

SECTION 13. INDEPENDENT CONTRACTOR

Neither the Authority nor any of its employees shall have any control over the conduct of Contractor or any of Contractor's employees, subcontractors or agents, except as herein set forth, and Contractor expressly warrants not to represent at any time or in any manner that Contractor or Contractor's agents, subcontractors or employees are in any manner agents, subcontractors or employees of the Authority. It is understood and agreed that Contractor is, and shall at all times remain as to the Authority, a wholly independent contractor and that Contractor's obligations to the Authority are solely as prescribed by the Agreement.

SECTION 14. INSURANCE

- A. The Contractor must maintain during the entire term of this Agreement, insurance in the following kinds and amounts with a company or companies authorized to do business in the State of Florida and shall not commence work under this Agreement until the Authority has received an acceptable certificate of insurance showing evidence of such coverage.
- B. The amounts and types of insurance shall be appropriate for the services being performed by the Contractor, its employees or agents and must conform to the following minimum requirements:
1. Workers Compensation. Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
 - a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
 - b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
 2. Commercial or Comprehensive General Liability. Coverage must include:
 - a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage.
 - b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement, broad form property damage, explosion, collapse, and underground hazard coverage and independent contractor's coverage.
 - c. Additional Insured. Authority is to be specifically included as an additional insured.
 - d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
 3. Comprehensive Automobile Liability. Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

- a. \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
 - b. Owned Vehicle.
 - c. Hired and Non-Owned Vehicles.
 - d. Employee Non-Ownership.
 - e. Additional Insured. Authority is to be specifically included as additional insured.
 - f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
- C. Contractor must deliver to the Authority Certificates of Insurance evidencing the insurance coverage specified in this Section 14 prior to commencing work under the Agreement. The required Certificates of Insurance not only shall name types of policies provided but also shall refer specifically to the Agreement.
- D. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the Authority, licensed to do business in the State of Florida and with a resident agent designated for the service of process. Contractor shall provide the Authority with financial information concerning any self-insurance fund insuring Contractor. At the Authority's option, Self-Insurance Fund financial information may be waived.
- E. All the policies of insurance so required of Contractor, except workers compensation, shall be endorsed to include as additional insureds: the Authority, its directors, officers, employees and agents. Such insurance policies shall include or be endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance, which might be applicable to any loss, the insurance required of Contractor shall be considered primary, and all other insurance shall be considered excess. The cross liability clause does not increase the limits of liability or aggregate limits of the policy.

- F. Deductible and self-insured retention amounts shall be subject to approval by the Authority, which approval shall not be unreasonably withheld. Contractor is responsible for the amount of any deductibles or self-insured retentions.
- G. Approval of the insurance by the Authority shall not relieve or decrease the liability of Contractor hereunder. Contractor acknowledges and agrees the Authority does not in any way represent the insurance (or the limits of insurance) specified in this Section 14 is sufficient or adequate to protect Contractor's interests or liabilities, but are merely minimums.
- H. All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the Authority and Contractor by certified mail. Contractor shall give notice to the Authority within twenty-four (24) hours of any oral or written notice of adverse change, non-renewal or cancellation. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.
- I. All insurance required hereunder shall remain in full force and effect until final payment and at all times thereafter when Contractor may be observing the correction, removal or replacement of defective work.
- J. Contractor shall, upon request by the Authority, deliver to the Authority a copy of each insurance policy purchased by Contractor.
- K. All policies, except for workers' compensation, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of

subrogation against the Authority, its contractors, directors, officers, employees, representatives or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Contractor or Contractor's insurance carriers.

- L. The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of the Contractor's obligations under the Agreement, including any indemnity or hold harmless provision.
- M. Contractor shall require each of its subcontractors, suppliers and other persons or organizations working for Contractor to procure and maintain, until the completion of that party's work or services, insurance of the types and in the coverage amounts required to be carried by Contractor in the Agreement unless the Authority agrees, in writing, to other types of coverage and/or lower coverage amounts. Contractor shall be responsible for ensuring all of its subcontractors, suppliers and other persons or organizations working for Contractor in connection with the Project comply with all of the insurance requirements contained herein relative to each such party. The Contractor must obtain certificates of insurance from any subcontractor otherwise the Contractor must provide evidence satisfactory to the Authority that coverage is afforded to the subcontractor or by the Contractor's insurance policies.

SECTION 15. INDEMNIFICATION OF THE AUTHORITY

Contractor agrees to indemnify and hold harmless the Authority, and its directors, officers and employees from liabilities, damages, losses, and costs, either at law or in equity, including but not limited to, reasonable attorney fees and costs and attorney fees and costs on appeal, as a result of any negligent or reckless act or omission or any intentional wrongful conduct of Contractor and other persons employed or utilized by the Contractor in performance of the

Agreement. The execution of the Agreement by Contractor shall obligate Contractor to comply with the foregoing indemnification provision; however, the obligations of insuring this indemnification must also be complied with as set forth in Section 14 herein.

SECTION 16. TERM OF AGREEMENT

The term of this Agreement is three (3) years from the Effective Date, unless terminated pursuant to the provisions of this Agreement. This Agreement may be extended for up to two (2) additional one (1) year periods upon mutual written agreement of both parties. All Work Orders must be completed within the term of this Agreement, unless the Work Order is unavoidably delayed. A Work Order may not be issued for work that exceeds the Agreement's expiration date.

SECTION 17. TERMINATION OF AGREEMENT BY THE AUTHORITY/SURVIVAL

- A. The Agreement may be terminated by the Authority, with or without cause, upon ten (10) days written notice to the Contractor. Termination will be effective on the date provided in the notice. In the event of termination under this Section 17, the Contractor shall be entitled to compensation for all services provided to the Authority up to the date of termination, which are within the Scope of Services, documented in the Work Order, and are allowed under this Agreement. If the Agreement is so terminated, Contractor must promptly deliver to the Authority copies of all then completed deliverable items and all tracings, drawings, survey notes and other documents that directly support the deliverables prepared by Contractor.
- B. In the event the Agreement is terminated by Authority or Contractor, the duties and obligations of Contractor under the following provisions shall survive termination and continue in full force and effect:

1. Section 3(G) and 11(F), regarding Audits;
2. Section 8, regarding Documents and Data;
3. Section 15, regarding Indemnification of the Authority;
4. Section 17, regarding Termination of Agreement by the Authority/Survival;
5. Section 18, regarding Default/Remedies;
6. Section 25, regarding Dispute Resolution; and
7. Section 26, regarding Controlling Law/Attorney Fees.

SECTION 18. DEFAULT/REMEDIES

A. Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. In addition, the initiation, either by Contractor or against Contractor, of proceedings in bankruptcy, or other proceedings for relief under any law for the relief of debtors, or Contractor becoming insolvent, admitting in writing its inability to pay its debts as they mature or making an assignment for the benefit of creditors shall constitute a default by Contractor entitling the Authority to terminate this Agreement as set forth above. The parties agree that this Agreement is an executory contract. If, after termination by the Authority, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Authority. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

B. Unless specifically waived by the Authority, the Contractor's failure to timely comply with any obligation in this Agreement or Work Order shall be deemed a breach of this Agreement and the expenses and costs incurred by the Authority, including attorney fees and costs and attorney fees and costs on appeal, due to said breach shall be borne by the Contractor. Additionally, the Authority shall not be limited by the above but may avail itself of any and all remedies under Florida law for any breach of this Agreement. The Authority's waiver of any of the Contractor's obligations shall not be construed as the Authority's waiver of any other obligations of the Contractor.

SECTION 19. SEVERABILITY

In the event any provision of the Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of the Agreement or such other appropriate actions as shall, to the maximum extent practicable in the light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of the Agreement, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

SECTION 20. PROHIBITION AGAINST CONTINGENCY FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Authority shall have the right to

terminate the Agreement without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 21. TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT

- A. Contractor certifies that wage rates and other factual unit costs included in the Fee Schedule are accurate, complete and current at the time of contracting. The original Agreement Fee Schedule, Work Order price and any additions thereto shall be adjusted to exclude any significant sums by which the Authority determines the Agreement Fee Schedule or Work Order price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Any such adjustments will be made within one (1) year following the end of this Agreement.
- B. Pursuant to Subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By signing this Agreement, Contractor warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past

thirty-six (36) months. Contractor further agrees to notify the Authority if placement on either of these lists occurs.

SECTION 22. SUCCESSORS AND ASSIGNS

Except as otherwise provided in this Agreement, Contractor may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Authority.

SECTION 23. FORCE MAJEURE

Contractor is not responsible for damages or delay in performance caused by acts of God, strikes, lock-outs, accidents, or other events beyond control of Contractor. In any such event, Contractor's contract price and schedule shall be equitably adjusted.

SECTION 24. NO THIRD PARTY BENEFICIARY

Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

SECTION 25. DISPUTE RESOLUTION

In the event any dispute or disagreement arises during the course of the Work Order, the Contractor shall fully perform the Work Order in accordance with the Authority's written instructions and may claim additional compensation. The Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment or other proposed dispute resolution to the Authority's Executive Director no later than ten (10) days after the precipitating event. The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options. No services shall be delayed or postponed pending resolution of any disputes or disagreements.

SECTION 26. CONTROLLING LAW/ATTORNEY FEE

- A. The Agreement is to be governed by the laws of the State of Florida. The sole and exclusive venue for any litigation resulting out of the Agreement shall be in Manatee County, Florida, and if in federal court, shall be exclusively in the Middle District of Florida, Tampa Division.
- B. Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under Section 768.28, Florida Statutes. This paragraph does not constitute a waiver of the Authority's sovereign immunity or extend the Authority's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 27. CONFLICTING EMPLOYMENT

Contractor certifies that it does not at the time of execution of this Agreement have any retainer or employment agreement, oral or written, with any third party that directly conflicts with any interest or position of the Authority relating to the services provided by the Contractor under this Agreement. The Contractor further agrees that it shall not accept during the term of this Agreement any retainer or employment from a third party whose interests are in direct conflict with those of the Authority regarding the services being performed under this Agreement. In the

event the Contractor is faced with an employment opportunity that appears to be a direct conflict with the services the Contractor is performing under this Agreement, the Contractor shall provide the Authority with notice of the employment opportunity. If the Authority determines that the employment would be a direct conflict with the services the Contractor is performing under this Agreement, the Contractor and the Authority shall have the opportunity to decide whether or not the Contractor will decline the employment opportunity or will accept the employment opportunity and terminate this Agreement.

SECTION 28. NOTICES

Any notices or other writings permitted or required to be delivered under the provisions of the Agreement must be in writing and shall be delivered by sending the notice by personal delivery, U.S. regular mail, U.S. express mail or by U.S. certified mail, return receipt requested, in any event with sufficient postage affixed, and addressed as follows:

If to the Authority: Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, Florida 34202
Attention: Patrick J. Lehman, Executive Director

If to the Contractor:

Either party may change said address by notice in writing to the other party in the manner herein provided.

SECTION 29. EXTENT OF AGREEMENT

A. The Agreement represents the entire and integrated agreement between the Authority and Contractor and supersedes all prior negotiations, representations or agreement, either

written or oral for services under a blanket agreement of this nature. This Agreement in no way is connected with nor affects separate agreement(s) arrived at through formal solicitation for professional services associated with large, dedicated capital improvement projects as may be awarded by the Authority Board of Directors.

- B. Except as is provided for in Section 11 hereof, the Agreement may only be amended, supplemented, modified, changed or cancelled by a written instrument duly executed by both parties.
- C. Contractor shall cooperate with the Authority in making any reasonable changes to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the day and year written above.

ATTEST:

**PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY AUTHORITY**

BY: _____

Patrick J. Lehman, P.E. Date
Executive Director

WITNESS:

MOWING CONTRACTOR

Owner/Representative Date

PREPARED BY:

Douglas Manson
General Counsel for
Peace River Manasota
Regional Water Supply Authority

EXHIBIT A
Contractor Fee Schedule

EXHIBIT B
Certificates of Insurance

Peace River Manasota Regional Water Supply Authority

As Needed Mowing Services
Tabulation Sheet

CONTRACTOR	Criteria					TOTAL (100 points)
	1 (25 points)	2 (25 points)	3 (30 points)	4 (10 points)	5 (10 points)	
Coronado Lawn Service	15	12	28	10	10	75 ³
HVMI	25	25	23	10	10	93 ¹
M&M Contractors	24	23	23	9	10	89 ²
West Coast Mowing	17	13	23	10	10	73 ⁴

Criteria:

- 1 Contractor Qualifications & Experience
- 2 Contractor Resources & Equipment
- 3 Contractor Prices
- 4 Contractor References
- 5 Contractor Office within 4-County service area or proximity thereto

Member Signatures:

Mike Coates
Mike Coates, Deputy Director

Samuel S. Stone
Sam Stone, Land & Environmental Services Manager

Shalina Odegard
Shalina Odegard, Environmental Specialist II

Donald Morton
Donald Morton, Distribution Operator

CONSENSUS -
TAKE ALL 4 TO
THE BOARD.

NO MEMBERS
OF THE PUBLIC
ATTENDED.

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2016**

**CONSENT AGENDA
ITEM 7**

Approve Firms for ‘As-Needed Construction Services - Water Well Drilling/Repair’

Recommended Action -

Motion to approve recommended short -list of firms and authorize Executive Director to execute Agreement for ‘As-Needed Construction Services - Water Well Drilling/Repair’ with the respective firms contingent on review of contract documents by the General Counsel.

The Authority’s existing As-Needed Construction Services contracts will expire in February 2017. Request for Proposals (RFP’s) were advertised in accordance with the Authority’s Procurement Policy and two (2) Proposals conforming to submittal requirements were received by the October 17, 2016 deadline. These as-needed services are utilized for maintenance and repair of ASR production and monitor wells at the Peace River Facility.

Staff recommends the Authority Board of Directors approve the recommended list of firms below for award of Agreements for ‘As-Needed Construction Services - Water Well Drilling/Repair’ and authorize the Executive Director to execute an Agreement with each listed firm contingent on review of contract documents by Authority General Counsel. The proposed Agreements have a three year initial term with up to two additional one year extensions. Authorization limits in the Agreement are up to \$100,000 per Work Order by approval of the Executive Director and up to \$300,000 if approved by the Board.

Firms (listed alphabetically)	Location
Applied Drilling & Engineering	Tampa
David Canon Well Drilling	Parrish

Budget Action – No action needed.

Attachments:

Tab A Staff Memorandum, Contract Form, and Committee Ranking Sheet. See appendix - back of board book for: Request for Proposals, Proposal Information Packet, and Proposals.

TAB A
Staff Memorandum, Contract Form, and Evaluation Committee Ranking Sheet

MEMORANDUM

DATE: December 7, 2016

TO: Patrick Lehman, Executive Director

FROM: Chris Rogers, Project Manager

RE: Consultant Selection for As-Needed 'As-Needed Construction - Water Well Drilling/Repairs'

Recommendation

Staff recommends that the short-list below be approved by the Board for award of Agreements (Contracts) for 'As-Needed Construction Services - Water Well Drilling/Repairs' with the Authority. The term of the Agreement is three years, with up to two additional one-year extensions by mutual consent. Spending limits established in the Agreements are up to \$100,000 per Work Order by approval of the Executive Director, and up to \$300,000 with approval of the Authority Board.

Short List of Recommended Firms (listed alphabetically)	Office Location
Applied Drilling & Engineering	Tampa
David Canon Well Drilling	Parrish

Background

The Authority has need to retain qualified water well contractors for repair and maintenance work on the ASR production wells (21 wells) and monitoring wells (24 wells) at the Peace River site. Assignments under these contracts will typically be work contemplated in the Authority's budget for Repair/Maintenance, R&R projects, or for emergency repairs.

The Agreement (Contract) for As-Needed Construction Services is attached and has been approved as-to-form by the Authority General Counsel. Key provisions of the Agreement are as follows:

- Executive Director approval of individual work authorizations up to \$100,000. Board consideration/approval would be required for individual work authorizations in excess of this amount.
- Establishes a maximum of \$300,000 per individual work authorization under the Agreement.
- Assignments under this Agreement are restricted to projects with estimated construction costs less than \$2,000,000.
- Agreement includes a 3-year initial term, with up to two – one year extensions if mutually agreeable.

On September 14, 2016 the Authority issued a Request for Competitive Proposals (RFP's) for 'As-Needed Construction Services - Water Well Drilling/Repair'. The request was made in accordance with Section 3.1.2 of the Authority Procurement Policy. Five (5) Proposals were timely received by the October 17, 2016 submittal deadline, however only two (2) of the proposals conformed to published submittal requirements. All submitting firms are listed in alphabetical order below with firms submitting proposals conforming to published requirements noted.

Firms Submitting Proposals (listed alphabetically)	Office Location
A.C. Schultes of Florida	Gibsonton
Applied Drilling & Engineering*	Tampa
David Canon Well Drilling*	Parrish
Layne Christensen	Fort Myers
Rowe Drilling Co.	Lakeland

Asterisk (*) indicates that the indicated Firms' Proposal conformed to submittal requirements

Conforming proposals were reviewed and evaluated and discussed by a four-member Proposal Review Committee at a public meeting held on October 31, 2016 at the Peace River Facility. Review criteria included: (1) Qualifications & Experience, (2) Resources and Equipment, (3) Prices, (4) References, and (5) Office within 4-County Service Area or Proximity thereto.

Based on the Proposal Review Committee evaluation, the firms listed below are recommended for Board approval of Agreements for 'As-Needed Construction Services – Water Well Drilling / Repair'.

Short List of Recommended Firms (listed alphabetically)	Office Location
Applied Drilling & Engineering	Tampa
David Canon Well Drilling	Parrish

Copies of the following are enclosed:

- 1) Request for Competitive Proposals
- 2) Information Package for As-Needed Construction Services
- 3) Evaluation Committee Proposal Review Form
- 4) Contract form for As-Needed Construction Services
- 5) Proposals from the two (2) recommended firms.

AGREEMENT FOR AS-NEEDED CONSTRUCTION SERVICES - WATER WELL DRILLING AND REPAIR BETWEEN THE PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY AND _____

The Agreement is made this ____ day of _____, 2016 (“Effective Date”) between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an independent special district created pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, acting by and through its governing Board of Directors, hereinafter referred to as the “Authority” whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202 and _____, hereinafter referred to as “Contractor” whose address is _____.

WHEREAS, the Authority provides certain governmental services and owns and operates a regional public water supply and delivery system, develops new drinking water supplies, transmission pipelines, and water treatment and storage facilities and must comply with various state and federal regulations; and

WHEREAS, the Authority desires to retain a contractor to provide as-needed construction services associated with Water Well Drilling and Repair, with work assigned on a project specific basis; and

WHEREAS, the Authority has selected Contractor in accordance with the Authority’s Procurement Policy; and

WHEREAS, Contractor desires to render as-needed construction services to the Authority, and has the experience, staff, equipment and resources to perform those services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

The following terms as used in the Agreement shall have the following meanings:

- A. “Agreement” – This written document and the Agreement Documents set forth in Section 7 hereof, as it may be amended from time to time.
- B. “As-Needed Construction Services – Water Well Drilling and Repair” – Services associated with water well drilling and well repair to be provided by the Contractor from time-to-time on a project specific basis.
- C. “Fee Schedule” – Schedule showing billing rates for Contractor’s various personnel classifications, equipment and specific tasks that serves as a basis for budget development on tasks within the Scope of Services, and which is included as “Exhibit A” in the Agreement.
- D. “Scope of Services” – Specific tasks and duties to be conducted by Contractor within a pre-determined timeframe for a specified fee to meet a defined objective, collectively comprising a Work Order and also known as the “Project”.
- E. “System” – All real property, interest in real property, fixtures, personal property, wells, buildings, treatment systems, pumps, pipelines, storage facilities, reservoirs, aquifer storage and recovery facilities and appurtenant or associated facilities of the Authority used in the storage, treatment and delivery of water to Authority customers.
- F. “Submittal” – Drawings, maps, tests, samples, applications, progress schedules and other schedules, progress reports and other reports, and any other documents required for submission by the Agreement.
- G. “Work Order”– An individual work assignment to be conducted by Contractor at the direction of the Authority, consisting of single or multiple tasks completed within a pre-

determined timeframe for a pre-approved fee, including a Scope of Services, which is also known as the “Project”.

SECTION 2. ENGAGEMENT OF CONTRACTOR

The Authority hereby agrees to engage Contractor, and Contractor hereby agrees to perform As-Needed Construction Services – Water Well Drilling and Repair as directed by the Authority. This Agreement will be used for limited new construction, maintenance and rehabilitation work and emergency repairs. This Agreement will not preclude Contractor from competing for other Authority projects when they are publically bid. Key personnel and subcontractors shall not be assigned to or removed from the Project by Contractor without the prior written approval of the Authority. Both parties agree that replacement of key personnel and subcontractors must be with equal or more qualified persons, and must be approved by the Authority before a new member works on a Project. Notwithstanding, the Authority and Contractor may assign other individuals to serve as a key personnel for particular Work Orders.

SECTION 3. WORK ORDERS, SCOPE OF SERVICES AND THE CONTRACTOR’S RESPONSIBILITY

For each Work Order assigned to the Contractor, the Authority and Contractor shall develop a Scope of Services that will include the project objective, project tasks, staffing, performance schedule and estimated costs required to complete the Work Order. Contractor shall proceed and furnish these services upon authorization by the Authority. Any modification to a Work Order, including a change to the Scope of Services, must be approved in writing by the Authority. In addition to the services set forth in individual Work Orders, the Contractor shall perform the following:

- A. Contractor shall secure at its own expense, all personnel, facilities, and equipment required to perform the services necessary to complete each Work Order.
- B. Contractor shall maintain an adequate and competent professional staff appropriately certified/licensed and operating within the State of Florida.
- C. Contractor shall designate in writing a single representative with whom the Authority shall coordinate project work. This representative shall have the authority to transmit instructions, receive information, and interpret and deliver Contractor's policies, opinions and decisions related to each assigned Work Order.
- D. Contractor shall secure all licenses or permits required by law for the completion of assigned Work Orders and shall be in compliance with all federal, state and local law, statutes, rules, regulations, ordinances, orders and decisions in effect at the time of the execution of the Agreement and during the time of performance of a Work Order.
- E. Contractor shall, at all times, keep the Authority advised as to the status of each Work Order including, but not limited to, the progress on individual tasks within the Scope of Services. The Authority and its authorized representatives shall have the right to visit any work site and the office of Contractor at any reasonable time for purposes of inspection.
- F. Contractor shall cooperate with other contractors, construction contractors, and suppliers retained by the Authority as needed.
- G. The Authority shall have the right during the three (3) year period following the expiration or termination of the Agreement to audit Contractor with regard to any financial matters in connection with the services provided under this Agreement. The requested audit shall be performed by a certified public accountant selected and paid for by the Authority. Contractor shall make all documents and data available to the Authority

or its designated auditor. Contractor may have the audit reviewed by Contractor's auditor at Contractor's expense.

- H. Work Orders issued in accordance with this Agreement are limited to projects in which the estimated construction cost of each individual project under the contract does not exceed \$2 million and for a study activity if the fee for professional services for each individual study under this Agreement does not exceed \$300,000.
- I. If applicable, any list of items required to render complete, satisfactory, and acceptable the construction services provided by the Authority for a Work Order must be completed pursuant to Section 218.735, Florida Statutes, as amended.

SECTION 4. THE AUTHORITY'S RESPONSIBILITY

Except as otherwise provided in individual Work Orders, the Authority's responsibilities are as follows:

- A. To designate the Authority's Executive Director to act on the Authority's behalf with respect to the assigned Work Orders. The Executive Director shall have complete authority to issue a Work Order up to and including \$100,000, or another amount as provided in the Procurement Policy, as subsequently amended; transmit instructions; receive information; approve invoices and authorize payments thereon; and interpret and define Authority's policies and decisions with respect to materials, elements, subcontractors, key personnel and systems pertinent to Contractor's services. Notwithstanding, this subsection A. may not be amended by a Work Order.
- B. To provide, within a reasonable time from request of Contractor existing data, plans, reports and other information in the Authority's possession or under the Authority's

control that are necessary or may be helpful to Contractor in performance of their duties, and to provide full information regarding requirements of the Work Orders, including objectives, budget constraints, criteria and other pertinent requirements.

- C. To furnish required information and services and render approvals and decisions as expeditiously as necessary for the orderly progress of Contractor's services.
- D. If applicable, the Authority will develop any list of items required to render complete, satisfactory, and acceptable the construction services provided pursuant to Section 218.735, Florida Statutes, as amended.

SECTION 5. TIME OF PERFORMANCE

Contractor shall commence work on a Work Order upon receipt of a Notice to Proceed and shall satisfactorily complete the services in the Scope of Services for the Work Order within the established project schedule.

SECTION 6. COMPENSATION

The Authority agrees to pay the Contractor for work performed under a Work Order in accordance with the Local Government Prompt Payment Act, Part VII, Florida Statutes, upon receipt of a proper invoice and as follows:

- A. Compensation for each Work Order shall be established based on the Fee Schedules in Exhibit "A", and tasks included in the Scope of Services. Individual tasks in a Scope of Services may be compensated as either lump-sum or time-and-materials as negotiated between Contractor and the Authority and provided for in the Scope of Services. Final payments in all cases will be subject to successful completion of a Work Order and the Authority's acceptance of tasks and project schedule, in accordance with the terms of this Agreement and the Work Order. The Fee Schedules in Exhibit "A" will be used for the

initial contract term as defined as year 1, year 2, and year 3. If the Agreement is extended in accordance with Section 16, the Fee Schedules may be adjusted for each extension upon written approval by the Executive Director.

- B. The fair and reasonable expenses of the Contractor necessarily incurred in the performance of the duties herein described and agreed to by the Authority shall, upon proper invoice and detail, be paid by the Authority, at actual cost with no mark-up.
- C. Contractor shall prepare and submit to the Authority's Executive Director for approval monthly invoices for the services rendered and expenses incurred pursuant to completion of each Work Order. All invoices shall be on a calendar month basis. Invoices must be submitted to the Executive Director by the 20th day of the month for work completed the previous month. Payment shall be made in accordance with paragraph A from the date when it is stamped as received by the Authority unless payment is not approved by the Executive Director pursuant to paragraph D. All invoices shall be accompanied by a report identifying the nature and progress of the services performed and in a format approved by the Executive Director.
- D. The Authority reserves the right to withhold payment to Contractor for failure to perform services in accordance with the provisions of the Agreement and Work Order and the Authority shall promptly notify Contractor if any invoice or report is found to be unacceptable and will specify the reasons therefore.
- E. Contractor shall have the right to suspend services under the Agreement if an invoice becomes delinquent. "Delinquent" shall be defined as an invoice not being paid within sixty (60) days from receipt thereof by the Authority. Contractor's right to suspend

services does not become effective if the Authority has withheld payment of an invoice for cause.

- F. Disputes regarding a monthly invoice and/or report shall be resolved pursuant to Section 218.76(2), Florida Statutes, as may be amended.
- G. The Authority may, in addition to other remedies available at law or equity, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the Authority. The Authority may set off any liability or other obligation of the Contractor or its affiliates to the Authority against any payments due the Contractor under any agreement with the Authority.

SECTION 7. AGREEMENT DOCUMENTS

The following documents are attached or incorporated herein by reference and made a part of this Agreement:

- A. Contractors October 17, 2016 Competitive Proposal,
- B. Fee Schedules, attached hereto as Exhibit "A",
- C. Certificate of Insurance, attached hereto as Exhibit "B ", and
- D. Any written amendments, modifications, Work Orders or addenda to the Agreement.

In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "A", as they may be amended, and then Work Orders.

SECTION 8. DOCUMENTS AND DATA

- A. The Authority and the Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law). Each party shall allow public access to Project

documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, Florida Statutes. The Contractor shall (1) keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (941) 316-1776; ALEE@REGIONALWATER.ORG; OR 9415 TOWN CENTER PARKWAY, LAKEWOOD RANCH, FLORIDA 34202.**

- B. Copies of all technical data and working papers regarding any Work Order shall be made available to the Authority in accordance with Section 3, Paragraph D.
- C. All tracings, plans, specifications, maps, plats, evaluations, reports and technical data including working papers prepared or obtained under the Agreement, shall become the property of the Authority without restriction or limitation of use, and shall be made

available, upon request, to the Authority at any reasonable time. Contractor may retain copies thereof for their files and internal use.

- D. All final plans, contract documents and/or such other documents that are required by Florida Law to be endorsed and are prepared by Contractor in connection with a Work Order shall bear the certification of a person in the full employment of Contractor or duly retained by Contractor and duly licensed and with current registration in the State of Florida in the appropriate professional category.
- E. For a period of five (5) years after the completion of the work orders, Contractor agrees to provide the Authority with copies of any additional materials in their possession resulting from the performance of the Agreement.

SECTION 9. STANDARD OF PERFORMANCE

Contractor shall perform and complete all assigned Work Orders in a timely manner and in accordance with the standard of care, skill and diligence customarily provided by an experienced professional organization rendering the same services, and in accordance with sound principles and practices. The Authority shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services called for hereunder, or the character, quality, amount, or value thereof. The decision of the Authority upon all such claims, questions, or disputes shall be reasonable and in adherence with sound principles and practices applicable to the contracted services.

SECTION 10. CONTRACTOR'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Contractor acknowledges and explicitly represents to the Authority the following:

- A. Contractor is duly authorized to conduct business in the State of Florida.

- B. In connection with the work to be performed under the Agreement, Contractor will abide by and assist the Authority in satisfying all applicable federal, state and local laws, rules, regulations and guidelines (including but not limited to the Americans with Disabilities Act) relative to performance under this Agreement. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin. Contractor will obtain and maintain all permits and licenses necessary for its performance under this Agreement.
- C. Contractor recognizes that:
1. Authority is contractually obligated to furnish potable water to the Authority's customers who have an immediate need for such water;
 2. Work Orders assigned herein may interface with work performed by others;
 3. Utilization of the services under the Agreement for the purposes intended may require that Contractor coordinate the Project with other ongoing projects by the Authority;
 4. During the construction associated with any assigned Work Order, Contractor shall coordinate Work Order tasks with other projects in order to minimize interference with the Authority's current customers; and
 5. Authority may suffer financial loss if the services are not completed within the time periods set forth in a Work Order, or any extensions thereof.
- D. Contractor has familiarized itself with the nature and extent of the Agreement, services expected to be performed under the Agreement, and federal, state and local laws, statutes, rules, regulations, ordinances, orders and decisions, that may affect Contractor's performance of the Agreement.

- E. Contractor has reviewed the Agreement (including its Exhibits) and all available information and data shown or indicated in the Agreement and has given the Authority written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in the Agreement or information or data, and the written resolution thereof by the Authority is acceptable to Contractor.
- F. Contractor shall obtain and review all information and data that relates to assigned Work Orders or which Contractor may reasonably anticipate may affect cost, scheduling, progress, performance or furnishing of any Scope of Services, including, but not limited to, information and data indicated in the Agreement or related to work under separate contracts, to the extent such work may interface with Contractor's services provided pursuant to the Agreement.
- G. Contractor recognizes and acknowledges that the time for the performance of each Work Order is of the essence in the Agreement.

SECTION 11. SUSPENSION OF PROJECT – EXTRA SERVICES

- A. The Authority shall have the absolute right to terminate or suspend any Work Order, or amend any Work Order upon mutual agreement, at any time and for any reason upon reasonable notice, and such action on its part shall not be deemed a default or breach of the Agreement. Suspensions or termination of a Work Order by the Authority, and amendments to any Work Order, shall be in writing.
- B. If Contractor is of the opinion that any service the Authority directs it to perform substantially increases the services of Contractor beyond the original Scope of Services of the Work Order ("Extra Services"), Contractor shall, within ten (10) days of such direction, notify the Authority in writing of this opinion. The Authority shall, within

twenty (20) days after receipt of such notification, fairly judge as to whether or not such service in fact increases the services of Contractor beyond the Scope of Services in the Agreement and constitutes Extra Services. If the Authority determines such service does constitute Extra Services, it shall provide extra compensation to Contractor negotiated by the Authority and Contractor based upon the provisions of Section 6 above.

- C. In the event a Work Order project is entirely or partly suspended, delayed, or otherwise hindered by any cause whatsoever, Contractor shall make no claims for additional compensation or damages owing to such suspensions, delays or hindrances. Such suspensions, delays or hindrances may only be compensated for by an extension of time, as the Authority may decide however such extension shall not operate as a waiver of any other rights of the Authority. Upon resumption of the Work Order, Contractor shall resume its service until the Scope of Services is completed in accordance with the Work Order, and the time for completion of the services, which were suspended, shall be extended for the duration of the suspension.
- D. If, in the opinion of the Authority, the progress of an assigned Work Order during any period is substantially less than the amount that is necessary to meet the project schedule, the Authority may require Contractor to take whatever action is necessary, in the opinion of the Authority, to put the Work Order back on schedule. Such action shall not constitute Extra Services unless the delays were caused by circumstances beyond the control of Contractor or its agents, employees or subcontractors.
- E. In the event of claims by others against the Authority in connection with work being conducted under a Work Order, the Contractor shall provide to the Authority such technical assistance that the Authority may request. Such assistance shall constitute

Extra Services, unless such claims are caused by the failure of Contractor, its agents, employees, or subcontractors to comply with the terms and conditions of the Agreement or otherwise perform their duties under this Agreement or a Work Order.

- E. If Authority requires Contractor to assist with an audit of a Work Order's costs, such assistance shall not be considered Extra Services.

SECTION 12. SUBCONTRACTORS

Contractor shall not subcontract, assign, or transfer the Agreement or any work specifically authorized in the Agreement without the prior written consent of the Authority, which consent may be withheld in the Authority's sole discretion. Contractor shall be solely responsible for the employment, direction, supervision, compensation and control of any and all subcontractors, contractors, experts or other persons employed by Contractor. Contractor shall cause all subcontractors, contractors, experts or other persons employed by Contractor to abide by the terms and conditions of the Agreement and all applicable law as their work or services affect the Authority. Contractor shall not permit any subcontractor, supplier or other person or organization to perform work or services unless such subcontractor, supplier or other person or organization has complied with the workers' compensation insurance requirements contained in Section 14 herein. Nothing in this Agreement shall be construed to create, or be implied to create, any relationship between the Authority and any subcontractor of the Contractor.

SECTION 13. INDEPENDENT CONTRACTOR

Neither the Authority nor any of its employees shall have any control over the conduct of Contractor or any of Contractor's employees, subcontractors or agents, except as herein set forth, and Contractor expressly warrants not to represent at any time or in any manner that Contractor or Contractor's agents, subcontractors or employees are in any manner agents, subcontractors or

employees of the Authority. It is understood and agreed that Contractor is, and shall at all times remain as to the Authority, a wholly independent contractor and that Contractor's obligations to the Authority are solely as prescribed by the Agreement.

SECTION 14. INSURANCE

- A. The Contractor must maintain during the entire term of this Agreement, insurance in the following kinds and amounts with a company or companies authorized to do business in the State of Florida and shall not commence work under this Agreement until the Authority has received an acceptable certificate of insurance showing evidence of such coverage.
- B. The amounts and types of insurance shall be appropriate for the services being performed by the Contractor, its employees or agents and must conform to the following minimum requirements:
1. Workers Compensation. Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
 - a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
 - b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
 2. Commercial or Comprehensive General Liability. Coverage must include:
 - a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage.
 - b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement, broad form property damage, explosion, collapse, and underground hazard coverage and independent contractor's coverage.
 - c. Additional Insured. Authority is to be specifically included as an additional insured.
 - d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

3. Comprehensive Automobile Liability. Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
 - a. \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
 - b. Owned Vehicle.
 - c. Hired and Non-Owned Vehicles.
 - d. Employee Non-Ownership.
 - e. Additional Insured. Authority is to be specifically included as additional insured.
 - f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

- C. Contractor must deliver to the Authority Certificates of Insurance evidencing the insurance coverage specified in this Section 14 prior to commencing work under the Agreement. The required Certificates of Insurance not only shall name types of policies provided but also shall refer specifically to the Agreement.

- D. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the Authority, licensed to do business in the State of Florida and with a resident agent designated for the service of process. Contractor shall provide the Authority with financial information concerning any self-insurance fund insuring Contractor. At the Authority's option, Self-Insurance Fund financial information may be waived.

- E. All the policies of insurance so required of Contractor, except workers compensation, shall be endorsed to include as additional insureds: the Authority, its directors, officers, employees and agents. Such insurance policies shall include or be endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance, which might be applicable to any loss, the insurance required of Contractor shall be considered

primary, and all other insurance shall be considered excess. The cross liability clause does not increase the limits of liability or aggregate limits of the policy.

- F. Deductible and self-insured retention amounts shall be subject to approval by the Authority, which approval shall not be unreasonably withheld. Contractor is responsible for the amount of any deductibles or self-insured retentions.
- G. Approval of the insurance by the Authority shall not relieve or decrease the liability of Contractor hereunder. Contractor acknowledges and agrees the Authority does not in any way represent the insurance (or the limits of insurance) specified in this Section 14 is sufficient or adequate to protect Contractor's interests or liabilities, but are merely minimums.
- H. All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the Authority and Contractor by certified mail. Contractor shall give notice to the Authority within twenty-four (24) hours of any oral or written notice of adverse change, non-renewal or cancellation. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.
- I. All insurance required hereunder shall remain in full force and effect until final payment and at all times thereafter when Contractor may be observing the correction, removal or replacement of defective work.
- J. Contractor shall, upon request by the Authority, deliver to the Authority a copy of each insurance policy purchased by Contractor.

- K. All policies, except for workers' compensation, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of subrogation against the Authority, its contractors, directors, officers, employees, representatives or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Contractor or Contractor's insurance carriers.
- L. The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of the Contractor's obligations under the Agreement, including any indemnity or hold harmless provision.
- M. Contractor shall require each of its subcontractors, suppliers and other persons or organizations working for Contractor to procure and maintain, until the completion of that party's work or services, insurance of the types and in the coverage amounts required to be carried by Contractor in the Agreement unless the Authority agrees, in writing, to other types of coverage and/or lower coverage amounts. Contractor shall be responsible for ensuring all of its subcontractors, suppliers and other persons or organizations working for Contractor in connection with the Project comply with all of the insurance requirements contained herein relative to each such party. The Contractor must obtain certificates of insurance from any subcontractor otherwise the Contractor must provide evidence satisfactory to the Authority that coverage is afforded to the subcontractor or by the Contractor's insurance policies.

SECTION 15. INDEMNIFICATION OF THE AUTHORITY

Contractor agrees to indemnify and hold harmless the Authority, and its directors, officers and employees from liabilities, damages, losses, and costs, either at law or in equity, including but not limited to, reasonable attorney fees and costs and attorney fees and costs on appeal, as a

result of any negligent or reckless act or omission or any intentional wrongful conduct of Contractor and other persons employed or utilized by the Contractor in performance of the Agreement. The execution of the Agreement by Contractor shall obligate Contractor to comply with the foregoing indemnification provision; however, the obligations of insuring this indemnification must also be complied with as set forth in Section 14 herein.

SECTION 16. TERM OF AGREEMENT

The term of this Agreement is three (3) years from the Effective Date, unless terminated pursuant to the provisions of this Agreement. This Agreement may be extended for up to two (2) additional one (1) year periods upon mutual written agreement of both parties. All Work Orders must be completed within the five (5) year term, unless the Work Order is unavoidably delayed. A Work Order may not be issued for work that exceeds the Agreement's expiration date.

SECTION 17. TERMINATION OF AGREEMENT BY THE AUTHORITY/SURVIVAL

A. The Agreement may be terminated by the Authority, with or without cause, upon ten (10) days written notice to the Contractor. Termination will be effective on the date provided in the notice. In the event of termination under this Section 17, the Contractor shall be entitled to compensation for all services provided to the Authority up to the date of termination, which are within the Scope of Services, documented in the Work Order, and are allowed under this Agreement. If the Agreement is so terminated, Contractor must promptly deliver to the Authority copies of all then completed deliverable items and all tracings, drawings, survey notes and other documents that directly support the deliverables prepared by Contractor.

B. In the event the Agreement is terminated by Authority or Contractor, the duties and obligations of Contractor under the following provisions shall survive termination and continue in full force and effect:

1. Section 3(G) and 11(F), regarding Audits;
2. Section 8, regarding Documents and Data;
3. Section 15, regarding Indemnification of the Authority;
4. Section 17, regarding Termination of Agreement by the Authority/Survival;
5. Section 18, regarding Default/Remedies;
6. Section 25, regarding Dispute Resolution; and
7. Section 26, regarding Controlling Law/Attorney Fees.

SECTION 18. DEFAULT/REMEDIES

A. Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. In addition, the initiation, either by Contractor or against Contractor, of proceedings in bankruptcy, or other proceedings for relief under any law for the relief of debtors, or Contractor becoming insolvent, admitting in writing its inability to pay its debts as they mature or making an assignment for the benefit of creditors shall constitute a default by Contractor entitling the Authority to terminate this Agreement as set forth above. The parties agree that this Agreement is an executory contract. If, after termination by the Authority, it is determined that the Contractor was not in default, or that the default was excusable, the

rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Authority. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

- B. Unless specifically waived by the Authority, the Contractor's failure to timely comply with any obligation in this Agreement or Work Order shall be deemed a breach of this Agreement and the expenses and costs incurred by the Authority, including attorney fees and costs and attorney fees and costs on appeal, due to said breach shall be borne by the Contractor. Additionally, the Authority shall not be limited by the above but may avail itself of any and all remedies under Florida law for any breach of this Agreement. The Authority's waiver of any of the Contractor's obligations shall not be construed as the Authority's waiver of any other obligations of the Contractor.

SECTION 19. SEVERABILITY

In the event any provision of the Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of the Agreement or such other appropriate actions as shall, to the maximum extent practicable in the light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of the Agreement, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

SECTION 20. PROHIBITION AGAINST CONTINGENCY FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that Contractor has not paid or agreed to pay any person, company, corporation, individual or firm,

other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Authority shall have the right to terminate the Agreement without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 21. TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT

- A. Contractor certifies that wage rates and other factual unit costs included in the Fee Schedule are accurate, complete and current at the time of contracting. The original Agreement Fee Schedule, Work Order price and any additions thereto shall be adjusted to exclude any significant sums by which the Authority determines the Agreement Fee Schedule or Work Order price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Any such adjustments will be made within one (1) year following the end of this Agreement.
- B. Pursuant to Subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of thirty-six (36) months following the date of being placed on the convicted

vendor list. By signing this Agreement, Contractor warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past thirty-six (36) months. Contractor further agrees to notify the Authority if placement on either of these lists occurs.

SECTION 22. SUCCESSORS AND ASSIGNS

Except as otherwise provided in this Agreement, Contractor may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Authority.

SECTION 23. FORCE MAJEURE

Contractor is not responsible for damages or delay in performance caused by acts of God, strikes, lock-outs, accidents, or other events beyond control of Contractor. In any such event, Contractor's contract price and schedule shall be equitably adjusted.

SECTION 24. NO THIRD PARTY BENEFICIARY

Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

SECTION 25. DISPUTE RESOLUTION

In the event any dispute or disagreement arises during the course of the Work Order, the Contractor shall fully perform the Work Order in accordance with the Authority's written instructions and may claim additional compensation. The Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment or other proposed dispute resolution to the Authority's Executive Director no later than ten (10) days after the precipitating event. The

parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options. No services shall be delayed or postponed pending resolution of any disputes or disagreements.

SECTION 26. CONTROLLING LAW/ATTORNEY FEE

- A. The Agreement is to be governed by the laws of the State of Florida. The sole and exclusive venue for any litigation resulting out of the Agreement shall be in Manatee County, Florida, and if in federal court, shall be exclusively in the Middle District of Florida, Tampa Division.
- B. Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under Section 768.28, Florida Statutes. This paragraph does not constitute a waiver of the Authority's sovereign immunity or extend the Authority's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 27. CONFLICTING EMPLOYMENT

Contractor certifies that it does not at the time of execution of this Agreement have any retainer or employment agreement, oral or written, with any third party that directly conflicts with any interest or position of the Authority relating to the services provided by the Contractor under this

Agreement. The Contractor further agrees that it shall not accept during the term of this Agreement any retainer or employment from a third party whose interests are in direct conflict with those of the Authority regarding the services being performed under this Agreement. In the event the Contractor is faced with an employment opportunity that appears to be a direct conflict with the services the Contractor is performing under this Agreement, the Contractor shall provide the Authority with notice of the employment opportunity. If the Authority determines that the employment would be a direct conflict with the services the Contractor is performing under this Agreement, the Contractor and the Authority shall have the opportunity to decide whether or not the Contractor will decline the employment opportunity or will accept the employment opportunity and terminate this Agreement.

SECTION 28. NOTICES

Any notices or other writings permitted or required to be delivered under the provisions of the Agreement must be in writing and shall be delivered by sending the notice by personal delivery, U.S. regular mail, U.S. express mail or by U.S. certified mail, return receipt requested, in any event with sufficient postage affixed, and addressed as follows:

If to the Authority: Peace River Manasota Regional Water Supply Authority
 9415 Town Center Parkway
 Lakewood Ranch, Florida 34202
 Attention: Patrick J. Lehman, Executive Director

If to the Contractor:

Either party may change said address by notice in writing to the other party in the manner herein provided.

SECTION 29. EXTENT OF AGREEMENT

- A. The Agreement represents the entire and integrated agreement between the Authority and Contractor and supersedes all prior negotiations, representations or agreement, either written or oral for services under a blanket agreement of this nature. This Agreement in no way is connected with nor affects separate agreement(s) arrived at through formal solicitation for professional services associated with large, dedicated capital improvement projects as may be awarded by the Authority Board of Directors.
- B. Except as is provided for in Section 11 hereof, the Agreement may only be amended, supplemented, modified, changed or cancelled by a written instrument duly executed by both parties.
- C. Contractor shall cooperate with the Authority in making any reasonable changes to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the day and year written above.

ATTEST:

**PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY AUTHORITY**

BY: _____

Patrick J. Lehman, P.E. Date
Executive Director

WITNESS:

CONTRACTOR

Owner/Representative Date

PREPARED BY:

Douglas Manson
General Counsel for
Peace River Manasota
Regional Water Supply Authority

EXHIBIT A
Contractor Fee Schedule

EXHIBIT B
Certificates of Insurance






5 Received
 Rowe AC scholter] not conforming

As Needed Construction Services
 Tabulation Sheet

Line #	CONTRACTOR	Criteria					TOTAL (100 points)
		1 (30 points)	2 (25 points)	3 (25 points)	4 (10 points)	5 (10 points)	
1	Applied Drilling & Engineering	28	23	23	10	5	0.89
2	David Cannon Well Drilling	25	23	23	9	10	0.90
3	Lane Christensen						0

- non conforming

contracts for
 2 firms. PO
 Board

Member Signatures:

 Mike Coates, Deputy Director (PRMRWSA)

 Richard Anderson, System Operations Manager (PRMRWSA)

 Tom Dobbs, Construction Manager (PRMRWSA)

 Kevin Morris, Science & Technology Officer

 Ford Ritz, Project Engineer

- Criteria:
- 1 Contractor Qualifications and Experience
 - 2 Contractor Resources & Equipment
 - 3 Contractor Prices
 - 4 Contractor References
 - 5 Contractor Office within 4-County service area or proximity thereto

- 1) Missing signed public entity crimes statement
- 2) Proposal way over page limit over 50 pages.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2016

CONSENT AGENDA
ITEM 8

Approve Firms for ‘As-Needed Construction Services – Sitework/Earthwork’

Recommended Action -

Motion to approve recommended short-list of firms and authorize Executive Director to execute Agreement for ‘As-Needed Construction Services - Sitework/Earthwork’ with each respective firm contingent on review of contract documents by the General Counsel.

The Authority’s existing As-Needed Construction Services contracts will expire in February 2017. Request for Proposals (RFP’s) were advertised in accordance with the Authority’s Procurement Policy and five (5) Proposals conforming to submittal requirements were received by the October 17, 2016 deadline. These as-needed services are utilized for repair and maintenance of internal roads, pipeline roads, stormwater systems, and reservoir and land maintenance.

Staff recommends the Authority Board of Directors approve the recommended short-list of firms below for award of contracts for ‘As-Needed Construction Services - Sitework/Earthwork’ and authorize the Executive Director to execute such Agreements with each respective firm contingent on review of contract documents by Authority General Counsel. The proposed contracts have a three year initial term with up to two additional one year extensions. Authorization limits in the Agreement are up to \$100,000 per Work Order with approval of the Executive Director and up to \$300,000 if approved by the Board.

Firms (listed alphabetically)	Location
Forsberg Construction, Inc.	Punta Gorda
Natural Resources, LLC	Arcadia
Woodruff & Sons, Inc.	Bradenton

Budget Action:None

Attachments

Tab a Staff Memorandum, Contract Form, and Committee Ranking Sheet. See appendix - back of board book for: Request for Proposals, Proposal Information Packet, and Proposals.

TAB A
Staff Memorandum, Contract Form, and Evaluation Committee Ranking Sheet

MEMORANDUM

DATE: December 7, 2016

TO: Patrick Lehman, Executive Director

FROM: Chris Rogers, Project Manager

RE: Consultant Selection for 'As-Needed Construction Services - Sitework/Earthwork'

Recommendation

Staff recommends that the short-list below be approved by the Board for award of Agreements (Contracts) for 'As-Needed Construction Services - Sitework/Earthwork' with the Authority. The term of the Agreement is three years, with up to two additional one-year extensions by mutual consent. Spending limits established in the Agreements are up to \$100,000 per Work Order by approval of the Executive Director, and up to \$300,000 with approval of the Authority Board.

Short List of Recommended Firms (listed alphabetically)	Office Location
Forsberg Construction, Inc.	Punta Gorda
Natural Resources, LLC	Arcadia
Woodruff & Sons, Inc.	Bradenton

Background

The Authority has need to retain qualified sitework/earthwork contractors for repair and maintenance work associated with internal roads, pipeline roads, storm water systems, and reservoir embankment maintenance at the Peace River site. Assignments under these contracts will typically be work contemplated in the Authority's budget for Repair/Maintenance, R&R projects, or for emergency repairs.

The Agreement (Contract) for As-Needed Construction Services is attached and has been approved as-to-form by the Authority General Counsel. Key provisions of the Agreement are as follows:

- Executive Director approval of individual work authorizations up to \$100,000. Board consideration/approval would be required for individual work authorizations in excess of this amount.
- Establishes a maximum of \$300,000 per individual work authorizations under the Agreement.
- Assignments under this Agreement are restricted to projects with estimated construction costs less than \$2,000,000.

- Agreement provides a 3-year initial term, with two – one year extensions if mutually agreeable.

On September 14, 2016 the Authority issued a Request for Competitive Proposals (RFP's) for 'As-Needed Construction Services – Sitework/Earthwork'. The request was made in accordance with Section 3.1.2 of the Authority Procurement Policy. Five (5) Proposals were timely received by the October 17, 2016 submittal deadline, and all Proposals conformed to published submittal requirements. All submitting firms are listed in alphabetical order below.

Firms Submitting Proposals (listed alphabetically)	Office Location
Forsberg Construction, Inc.	Punta Gorda
Garney Construction	Winter Garden
Natural Resources, LLC	Arcadia
Westra Construction Corp.	Palmetto
Woodruff & Sons, Inc.	Bradenton

All Proposals were reviewed and evaluated and discussed by a four-member Proposal Review Committee at a public meeting held on October 31, 2016 at the Peace River Facility. Review criteria included: (1) Qualifications & Experience, (2) Resources and Equipment, (3) Prices, (4) References, and (5) Office within 4-County Service Area or Proximity thereto.

Based on the Proposal Review Committee evaluation, the short-list of firms listed below is recommended for Board approval of Agreements for 'As-Needed Construction Services – Sitework / Earthwork'.

Short List of Recommended Firms (listed alphabetically)	Office Location
Forsberg Construction, Inc.	Punta Gorda
Natural Resources, LLC	Arcadia
Woodruff & Sons, Inc.	Bradenton

Copies of the following are enclosed:

- 1) Request for Competitive Proposals
- 2) Information Package for As-Needed Construction Services
- 3) Evaluation Committee Proposal Review Form
- 4) Contract form for As-Needed Construction Services
- 5) Proposals from all (5) submitting firms.

**AGREEMENT FOR AS-NEEDED CONSTRUCTION SERVICES –
SITEWORK/EARTHWORK
BETWEEN THE PEACE RIVER MANASOTA REGIONAL WATER SUPPLY
AUTHORITY AND _____**

The Agreement is made this ____ day of _____, 2016 (“Effective Date”) between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an independent special district created pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, acting by and through its governing Board of Directors, hereinafter referred to as the “Authority” whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202 and _____, hereinafter referred to as “Contractor” whose address is _____.

WHEREAS, the Authority provides certain governmental services and owns and operates a regional public water supply and delivery system, develops new drinking water supplies, transmission pipelines, and water treatment and storage facilities and must comply with various state and federal regulations; and

WHEREAS, the Authority desires to retain a contractor to provide as-needed construction services associated with site work and earth work, with work assigned on a project specific basis; and

WHEREAS, the Authority has selected Contractor in accordance with the Authority’s Procurement Policy; and

WHEREAS, Contractor desires to render as-needed construction services to the Authority, and has the experience, staff, equipment and resources to perform those services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

The following terms as used in the Agreement shall have the following meanings:

- A. “Agreement” – This written document and the Agreement Documents set forth in Section 7 hereof, as it may be amended from time to time.
- B. “As-Needed Construction Services – Sitework/Earthwork” – Services associated with site work and earth work provided by the Contractor from time-to-time on a project specific basis.
- C. “Fee Schedule” – Schedule showing billing rates for Contractor’s various personnel classifications, equipment and specific tasks that serves as a basis for budget development on tasks within the Scope of Services, and which is included as “Exhibit A” in the Agreement.
- D. “Scope of Services” – Specific tasks and duties to be conducted by Contractor within a pre-determined timeframe for a specified fee to meet a defined objective, collectively comprising a Work Order and also known as the “Project”.
- E. “System” – All real property, interest in real property, fixtures, personal property, wells, buildings, treatment systems, pumps, pipelines, storage facilities, reservoirs, aquifer storage and recovery facilities and appurtenant or associated facilities of the Authority used in the storage, treatment and delivery of water to Authority customers.
- F. “Submittal” – Drawings, maps, tests, samples, applications, progress schedules and other schedules, progress reports and other reports, and any other documents required for submission by the Agreement.
- G. “Work Order”– An individual work assignment to be conducted by Contractor at the direction of the Authority, consisting of single or multiple tasks completed within a pre-

determined timeframe for a pre-approved fee, including a Scope of Services, which is also known as the “Project”.

SECTION 2. ENGAGEMENT OF CONTRACTOR

The Authority hereby agrees to engage Contractor, and Contractor hereby agrees to perform ‘As-Needed Construction Services – Sitework/Earthwork’ as directed by the Authority. This Agreement will be used for limited new construction, maintenance and rehabilitation work and emergency repairs. This Agreement will not preclude Contractor from competing for other Authority projects when they are publically bid. Key personnel and subcontractors shall not be assigned to or removed from the Project by Contractor without the prior written approval of the Authority. Both parties agree that replacement of key personnel and subcontractors must be with equal or more qualified persons, and must be approved by the Authority before a new member works on a Project. Notwithstanding, the Authority and Contractor may assign other individuals to serve as a key personnel for particular Work Orders.

SECTION 3. WORK ORDERS, SCOPE OF SERVICES AND THE CONTRACTOR’S RESPONSIBILITY

For each Work Order assigned to the Contractor, the Authority and Contractor shall develop a Scope of Services that will include the project objective, project tasks, staffing, performance schedule and estimated costs required to complete the Work Order. Contractor shall proceed and furnish these services upon authorization by the Authority. Any modification to a Work Order, including a change to the Scope of Services, must be approved in writing by the Authority. In addition to the services set forth in individual Work Orders, the Contractor shall perform the following:

- A. Contractor shall secure at its own expense, all personnel, facilities, and equipment required to perform the services necessary to complete each Work Order.
- B. Contractor shall maintain an adequate and competent professional staff appropriately certified/licensed and operating within the State of Florida.
- C. Contractor shall designate in writing a single representative with whom the Authority shall coordinate project work. This representative shall have the authority to transmit instructions, receive information, and interpret and deliver Contractor's policies, opinions and decisions related to each assigned Work Order.
- D. Contractor shall secure all licenses or permits required by law for the completion of assigned Work Orders and shall be in compliance with all federal, state and local law, statutes, rules, regulations, ordinances, orders and decisions in effect at the time of the execution of the Agreement and during the time of performance of a Work Order.
- E. Contractor shall, at all times, keep the Authority advised as to the status of each Work Order including, but not limited to, the progress on individual tasks within the Scope of Services. The Authority and its authorized representatives shall have the right to visit any work site and the office of Contractor at any reasonable time for purposes of inspection.
- F. Contractor shall cooperate with other contractors, construction contractors, and suppliers retained by the Authority as needed.
- G. The Authority shall have the right during the three (3) year period following the expiration or termination of the Agreement to audit Contractor with regard to any financial matters in connection with the services provided under this Agreement. The requested audit shall be performed by a certified public accountant selected and paid for by the Authority. Contractor shall make all documents and data available to the Authority

or its designated auditor. Contractor may have the audit reviewed by Contractor's auditor at Contractor's expense.

- H. Work Orders issued in accordance with this Agreement are limited to projects in which the estimated construction cost of each individual project under the contract does not exceed \$2 million and for a study activity if the fee for professional services for each individual study under this Agreement does not exceed \$300,000.
- I. If applicable, any list of items required to render complete, satisfactory, and acceptable the construction services provided by the Authority for a Work Order must be completed pursuant to Section 218.735, Florida Statutes, as amended.

SECTION 4. THE AUTHORITY'S RESPONSIBILITY

Except as otherwise provided in individual Work Orders, the Authority's responsibilities are as follows:

- A. To designate the Authority's Executive Director to act on the Authority's behalf with respect to the assigned Work Orders. The Executive Director shall have complete authority to issue a Work Order up to and including \$100,000, or another amount as provided in the Procurement Policy, as subsequently amended; transmit instructions; receive information; approve invoices and authorize payments thereon; and interpret and define Authority's policies and decisions with respect to materials, elements, subcontractors, key personnel and systems pertinent to Contractor's services. Notwithstanding, this subsection A. may not be amended by a Work Order.
- B. To provide, within a reasonable time from request of Contractor existing data, plans, reports and other information in the Authority's possession or under the Authority's

control that are necessary or may be helpful to Contractor in performance of their duties, and to provide full information regarding requirements of the Work Orders, including objectives, budget constraints, criteria and other pertinent requirements.

- C. To furnish required information and services and render approvals and decisions as expeditiously as necessary for the orderly progress of Contractor's services.
- D. If applicable, the Authority will develop any list of items required to render complete, satisfactory, and acceptable the construction services provided pursuant to Section 218.735, Florida Statutes, as amended.

SECTION 5. TIME OF PERFORMANCE

Contractor shall commence work on a Work Order upon receipt of a Notice to Proceed and shall satisfactorily complete the services in the Scope of Services for the Work Order within the established project schedule.

SECTION 6. COMPENSATION

The Authority agrees to pay the Contractor for work performed under a Work Order in accordance with the Local Government Prompt Payment Act, Part VII, Florida Statutes, upon receipt of a proper invoice and as follows:

- A. Compensation for each Work Order shall be established based on the Fee Schedules in Exhibit "A", and tasks included in the Scope of Services. Individual tasks in a Scope of Services may be compensated as either lump-sum or time-and-materials as negotiated between Contractor and the Authority and provided for in the Scope of Services. Final payments in all cases will be subject to successful completion of a Work Order and the Authority's acceptance of tasks and project schedule, in accordance with the terms of this Agreement and the Work Order. The Fee Schedules in Exhibit "A" will be used for the

initial contract term as defined as year 1, year 2, and year 3. If the Agreement is extended in accordance with Section 16, the Fee Schedules may be adjusted for each extension upon written approval by the Executive Director.

- B. The fair and reasonable expenses of the Contractor necessarily incurred in the performance of the duties herein described and agreed to by the Authority shall, upon proper invoice and detail, be paid by the Authority, at actual cost with no mark-up.
- C. Contractor shall prepare and submit to the Authority's Executive Director for approval monthly invoices for the services rendered and expenses incurred pursuant to completion of each Work Order. All invoices shall be on a calendar month basis. Invoices must be submitted to the Executive Director by the 20th day of the month for work completed the previous month. Payment shall be made in accordance with paragraph A from the date when it is stamped as received by the Authority unless payment is not approved by the Executive Director pursuant to paragraph D. All invoices shall be accompanied by a report identifying the nature and progress of the services performed and in a format approved by the Executive Director.
- D. The Authority reserves the right to withhold payment to Contractor for failure to perform services in accordance with the provisions of the Agreement and Work Order and the Authority shall promptly notify Contractor if any invoice or report is found to be unacceptable and will specify the reasons therefore.
- E. Contractor shall have the right to suspend services under the Agreement if an invoice becomes delinquent. "Delinquent" shall be defined as an invoice not being paid within sixty (60) days from receipt thereof by the Authority. Contractor's right to suspend

services does not become effective if the Authority has withheld payment of an invoice for cause.

- F. Disputes regarding a monthly invoice and/or report shall be resolved pursuant to Section 218.76(2), Florida Statutes, as may be amended.
- G. The Authority may, in addition to other remedies available at law or equity, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the Authority. The Authority may set off any liability or other obligation of the Contractor or its affiliates to the Authority against any payments due the Contractor under any agreement with the Authority.

SECTION 7. AGREEMENT DOCUMENTS

The following documents are attached or incorporated herein by reference and made a part of this Agreement:

- A. Contractors October 17, 2016 Competitive Proposal,
- B. Fee Schedules, attached hereto as Exhibit "A",
- C. Certificate of Insurance, attached hereto as Exhibit "B ", and
- D. Any written amendments, modifications, Work Orders or addenda to the Agreement.

In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "A", as they may be amended, and then Work Orders.

SECTION 8. DOCUMENTS AND DATA

- A. The Authority and the Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law). Each party shall allow public access to Project

documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, Florida Statutes. The Contractor shall (1) keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (941) 316-1776; ALEE@REGIONALWATER.ORG; OR 9415 TOWN CENTER PARKWAY, LAKEWOOD RANCH, FLORIDA 34202.**

- B. Copies of all technical data and working papers regarding any Work Order shall be made available to the Authority in accordance with Section 3, Paragraph D.
- C. All tracings, plans, specifications, maps, plats, evaluations, reports and technical data including working papers prepared or obtained under the Agreement, shall become the property of the Authority without restriction or limitation of use, and shall be made

available, upon request, to the Authority at any reasonable time. Contractor may retain copies thereof for their files and internal use.

- D. All final plans, contract documents and/or such other documents that are required by Florida Law to be endorsed and are prepared by Contractor in connection with a Work Order shall bear the certification of a person in the full employment of Contractor or duly retained by Contractor and duly licensed and with current registration in the State of Florida in the appropriate professional category.
- E. For a period of five (5) years after the completion of the work orders, Contractor agrees to provide the Authority with copies of any additional materials in their possession resulting from the performance of the Agreement.

SECTION 9. STANDARD OF PERFORMANCE

Contractor shall perform and complete all assigned Work Orders in a timely manner and in accordance with the standard of care, skill and diligence customarily provided by an experienced professional organization rendering the same services, and in accordance with sound principles and practices. The Authority shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services called for hereunder, or the character, quality, amount, or value thereof. The decision of the Authority upon all such claims, questions, or disputes shall be reasonable and in adherence with sound principles and practices applicable to the contracted services.

SECTION 10. CONTRACTOR'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Contractor acknowledges and explicitly represents to the Authority the following:

- A. Contractor is duly authorized to conduct business in the State of Florida.

- B. In connection with the work to be performed under the Agreement, Contractor will abide by and assist the Authority in satisfying all applicable federal, state and local laws, rules, regulations and guidelines (including but not limited to the Americans with Disabilities Act) relative to performance under this Agreement. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin. Contractor will obtain and maintain all permits and licenses necessary for its performance under this Agreement.
- C. Contractor recognizes that:
1. Authority is contractually obligated to furnish potable water to the Authority's customers who have an immediate need for such water;
 2. Work Orders assigned herein may interface with work performed by others;
 3. Utilization of the services under the Agreement for the purposes intended may require that Contractor coordinate the Project with other ongoing projects by the Authority;
 4. During the construction associated with any assigned Work Order, Contractor shall coordinate Work Order tasks with other projects in order to minimize interference with the Authority's current customers; and
 5. Authority may suffer financial loss if the services are not completed within the time periods set forth in a Work Order, or any extensions thereof.
- D. Contractor has familiarized itself with the nature and extent of the Agreement, services expected to be performed under the Agreement, and federal, state and local laws, statutes, rules, regulations, ordinances, orders and decisions, that may affect Contractor's performance of the Agreement.

- E. Contractor has reviewed the Agreement (including its Exhibits) and all available information and data shown or indicated in the Agreement and has given the Authority written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in the Agreement or information or data, and the written resolution thereof by the Authority is acceptable to Contractor.
- F. Contractor shall obtain and review all information and data that relates to assigned Work Orders or which Contractor may reasonably anticipate may affect cost, scheduling, progress, performance or furnishing of any Scope of Services, including, but not limited to, information and data indicated in the Agreement or related to work under separate contracts, to the extent such work may interface with Contractor's services provided pursuant to the Agreement.
- G. Contractor recognizes and acknowledges that the time for the performance of each Work Order is of the essence in the Agreement.

SECTION 11. SUSPENSION OF PROJECT – EXTRA SERVICES

- A. The Authority shall have the absolute right to terminate or suspend any Work Order, or amend any Work Order upon mutual agreement, at any time and for any reason upon reasonable notice, and such action on its part shall not be deemed a default or breach of the Agreement. Suspensions or termination of a Work Order by the Authority, and amendments to any Work Order, shall be in writing.
- B. If Contractor is of the opinion that any service the Authority directs it to perform substantially increases the services of Contractor beyond the original Scope of Services of the Work Order ("Extra Services"), Contractor shall, within ten (10) days of such direction, notify the Authority in writing of this opinion. The Authority shall, within

twenty (20) days after receipt of such notification, fairly judge as to whether or not such service in fact increases the services of Contractor beyond the Scope of Services in the Agreement and constitutes Extra Services. If the Authority determines such service does constitute Extra Services, it shall provide extra compensation to Contractor negotiated by the Authority and Contractor based upon the provisions of Section 6 above.

- C. In the event a Work Order project is entirely or partly suspended, delayed, or otherwise hindered by any cause whatsoever, Contractor shall make no claims for additional compensation or damages owing to such suspensions, delays or hindrances. Such suspensions, delays or hindrances may only be compensated for by an extension of time, as the Authority may decide however such extension shall not operate as a waiver of any other rights of the Authority. Upon resumption of the Work Order, Contractor shall resume its service until the Scope of Services is completed in accordance with the Work Order, and the time for completion of the services, which were suspended, shall be extended for the duration of the suspension.
- D. If, in the opinion of the Authority, the progress of an assigned Work Order during any period is substantially less than the amount that is necessary to meet the project schedule, the Authority may require Contractor to take whatever action is necessary, in the opinion of the Authority, to put the Work Order back on schedule. Such action shall not constitute Extra Services unless the delays were caused by circumstances beyond the control of Contractor or its agents, employees or subcontractors.
- E. In the event of claims by others against the Authority in connection with work being conducted under a Work Order, the Contractor shall provide to the Authority such technical assistance that the Authority may request. Such assistance shall constitute

Extra Services, unless such claims are caused by the failure of Contractor, its agents, employees, or subcontractors to comply with the terms and conditions of the Agreement or otherwise perform their duties under this Agreement or a Work Order.

- E. If Authority requires Contractor to assist with an audit of a Work Order's costs, such assistance shall not be considered Extra Services.

SECTION 12. SUBCONTRACTORS

Contractor shall not subcontract, assign, or transfer the Agreement or any work specifically authorized in the Agreement without the prior written consent of the Authority, which consent may be withheld in the Authority's sole discretion. Contractor shall be solely responsible for the employment, direction, supervision, compensation and control of any and all subcontractors, contractors, experts or other persons employed by Contractor. Contractor shall cause all subcontractors, contractors, experts or other persons employed by Contractor to abide by the terms and conditions of the Agreement and all applicable law as their work or services affect the Authority. Contractor shall not permit any subcontractor, supplier or other person or organization to perform work or services unless such subcontractor, supplier or other person or organization has complied with the workers' compensation insurance requirements contained in Section 14 herein. Nothing in this Agreement shall be construed to create, or be implied to create, any relationship between the Authority and any subcontractor of the Contractor.

SECTION 13. INDEPENDENT CONTRACTOR

Neither the Authority nor any of its employees shall have any control over the conduct of Contractor or any of Contractor's employees, subcontractors or agents, except as herein set forth, and Contractor expressly warrants not to represent at any time or in any manner that Contractor or Contractor's agents, subcontractors or employees are in any manner agents, subcontractors or

employees of the Authority. It is understood and agreed that Contractor is, and shall at all times remain as to the Authority, a wholly independent contractor and that Contractor's obligations to the Authority are solely as prescribed by the Agreement.

SECTION 14. INSURANCE

- A. The Contractor must maintain during the entire term of this Agreement, insurance in the following kinds and amounts with a company or companies authorized to do business in the State of Florida and shall not commence work under this Agreement until the Authority has received an acceptable certificate of insurance showing evidence of such coverage.
- B. The amounts and types of insurance shall be appropriate for the services being performed by the Contractor, its employees or agents and must conform to the following minimum requirements:
1. Workers Compensation. Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
 - a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
 - b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
 2. Commercial or Comprehensive General Liability. Coverage must include:
 - a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage.
 - b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement, broad form property damage, explosion, collapse, and underground hazard coverage and independent contractor's coverage.
 - c. Additional Insured. Authority is to be specifically included as an additional insured.
 - d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

3. Comprehensive Automobile Liability. Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
- a. \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
 - b. Owned Vehicle.
 - c. Hired and Non-Owned Vehicles.
 - d. Employee Non-Ownership.
 - e. Additional Insured. Authority is to be specifically included as additional insured.
 - f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
- C. Contractor must deliver to the Authority Certificates of Insurance evidencing the insurance coverage specified in this Section 14 prior to commencing work under the Agreement. The required Certificates of Insurance not only shall name types of policies provided but also shall refer specifically to the Agreement.
- D. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the Authority, licensed to do business in the State of Florida and with a resident agent designated for the service of process. Contractor shall provide the Authority with financial information concerning any self-insurance fund insuring Contractor. At the Authority's option, Self-Insurance Fund financial information may be waived.
- E. All the policies of insurance so required of Contractor, except workers compensation, shall be endorsed to include as additional insureds: the Authority, its directors, officers, employees and agents. Such insurance policies shall include or be endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance, which might be applicable to any loss, the insurance required of Contractor shall be considered

primary, and all other insurance shall be considered excess. The cross liability clause does not increase the limits of liability or aggregate limits of the policy.

- F. Deductible and self-insured retention amounts shall be subject to approval by the Authority, which approval shall not be unreasonably withheld. Contractor is responsible for the amount of any deductibles or self-insured retentions.
- G. Approval of the insurance by the Authority shall not relieve or decrease the liability of Contractor hereunder. Contractor acknowledges and agrees the Authority does not in any way represent the insurance (or the limits of insurance) specified in this Section 14 is sufficient or adequate to protect Contractor's interests or liabilities, but are merely minimums.
- H. All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the Authority and Contractor by certified mail. Contractor shall give notice to the Authority within twenty-four (24) hours of any oral or written notice of adverse change, non-renewal or cancellation. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.
- I. All insurance required hereunder shall remain in full force and effect until final payment and at all times thereafter when Contractor may be observing the correction, removal or replacement of defective work.
- J. Contractor shall, upon request by the Authority, deliver to the Authority a copy of each insurance policy purchased by Contractor.

- K. All policies, except for workers' compensation, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of subrogation against the Authority, its contractors, directors, officers, employees, representatives or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Contractor or Contractor's insurance carriers.
- L. The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of the Contractor's obligations under the Agreement, including any indemnity or hold harmless provision.
- M. Contractor shall require each of its subcontractors, suppliers and other persons or organizations working for Contractor to procure and maintain, until the completion of that party's work or services, insurance of the types and in the coverage amounts required to be carried by Contractor in the Agreement unless the Authority agrees, in writing, to other types of coverage and/or lower coverage amounts. Contractor shall be responsible for ensuring all of its subcontractors, suppliers and other persons or organizations working for Contractor in connection with the Project comply with all of the insurance requirements contained herein relative to each such party. The Contractor must obtain certificates of insurance from any subcontractor otherwise the Contractor must provide evidence satisfactory to the Authority that coverage is afforded to the subcontractor or by the Contractor's insurance policies.

SECTION 15. INDEMNIFICATION OF THE AUTHORITY

Contractor agrees to indemnify and hold harmless the Authority, and its directors, officers and employees from liabilities, damages, losses, and costs, either at law or in equity, including but not limited to, reasonable attorney fees and costs and attorney fees and costs on appeal, as a

result of any negligent or reckless act or omission or any intentional wrongful conduct of Contractor and other persons employed or utilized by the Contractor in performance of the Agreement. The execution of the Agreement by Contractor shall obligate Contractor to comply with the foregoing indemnification provision; however, the obligations of insuring this indemnification must also be complied with as set forth in Section 14 herein.

SECTION 16. TERM OF AGREEMENT

The term of this Agreement is three (3) years from the Effective Date, unless terminated pursuant to the provisions of this Agreement. This Agreement may be extended for up to two (2) additional one (1) year periods upon mutual written agreement of both parties. All Work Orders must be completed within the five (5) year term, unless the Work Order is unavoidably delayed. A Work Order may not be issued for work that exceeds the Agreement's expiration date.

SECTION 17. TERMINATION OF AGREEMENT BY THE AUTHORITY/SURVIVAL

- A. The Agreement may be terminated by the Authority, with or without cause, upon ten (10) days written notice to the Contractor. Termination will be effective on the date provided in the notice. In the event of termination under this Section 17, the Contractor shall be entitled to compensation for all services provided to the Authority up to the date of termination, which are within the Scope of Services, documented in the Work Order, and are allowed under this Agreement. If the Agreement is so terminated, Contractor must promptly deliver to the Authority copies of all then completed deliverable items and all tracings, drawings, survey notes and other documents that directly support the deliverables prepared by Contractor.

B. In the event the Agreement is terminated by Authority or Contractor, the duties and obligations of Contractor under the following provisions shall survive termination and continue in full force and effect:

1. Section 3(G) and 11(F), regarding Audits;
2. Section 8, regarding Documents and Data;
3. Section 15, regarding Indemnification of the Authority;
4. Section 17, regarding Termination of Agreement by the Authority/Survival;
5. Section 18, regarding Default/Remedies;
6. Section 25, regarding Dispute Resolution; and
7. Section 26, regarding Controlling Law/Attorney Fees.

SECTION 18. DEFAULT/REMEDIES

A. Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. In addition, the initiation, either by Contractor or against Contractor, of proceedings in bankruptcy, or other proceedings for relief under any law for the relief of debtors, or Contractor becoming insolvent, admitting in writing its inability to pay its debts as they mature or making an assignment for the benefit of creditors shall constitute a default by Contractor entitling the Authority to terminate this Agreement as set forth above. The parties agree that this Agreement is an executory contract. If, after termination by the Authority, it is determined that the Contractor was not in default, or that the default was excusable, the

rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Authority. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

- B. Unless specifically waived by the Authority, the Contractor's failure to timely comply with any obligation in this Agreement or Work Order shall be deemed a breach of this Agreement and the expenses and costs incurred by the Authority, including attorney fees and costs and attorney fees and costs on appeal, due to said breach shall be borne by the Contractor. Additionally, the Authority shall not be limited by the above but may avail itself of any and all remedies under Florida law for any breach of this Agreement. The Authority's waiver of any of the Contractor's obligations shall not be construed as the Authority's waiver of any other obligations of the Contractor.

SECTION 19. SEVERABILITY

In the event any provision of the Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of the Agreement or such other appropriate actions as shall, to the maximum extent practicable in the light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of the Agreement, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

SECTION 20. PROHIBITION AGAINST CONTINGENCY FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that Contractor has not paid or agreed to pay any person, company, corporation, individual or firm,

other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Authority shall have the right to terminate the Agreement without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 21. TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT

- A. Contractor certifies that wage rates and other factual unit costs included in the Fee Schedule are accurate, complete and current at the time of contracting. The original Agreement Fee Schedule, Work Order price and any additions thereto shall be adjusted to exclude any significant sums by which the Authority determines the Agreement Fee Schedule or Work Order price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Any such adjustments will be made within one (1) year following the end of this Agreement.

- B. Pursuant to Subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of thirty-six (36) months following the date of being placed on the convicted

vendor list. By signing this Agreement, Contractor warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past thirty-six (36) months. Contractor further agrees to notify the Authority if placement on either of these lists occurs.

SECTION 22. SUCCESSORS AND ASSIGNS

Except as otherwise provided in this Agreement, Contractor may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Authority.

SECTION 23. FORCE MAJEURE

Contractor is not responsible for damages or delay in performance caused by acts of God, strikes, lock-outs, accidents, or other events beyond control of Contractor. In any such event, Contractor's contract price and schedule shall be equitably adjusted.

SECTION 24. NO THIRD PARTY BENEFICIARY

Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

SECTION 25. DISPUTE RESOLUTION

In the event any dispute or disagreement arises during the course of the Work Order, the Contractor shall fully perform the Work Order in accordance with the Authority's written instructions and may claim additional compensation. The Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment or other proposed dispute resolution to the Authority's Executive Director no later than ten (10) days after the precipitating event. The

parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options. No services shall be delayed or postponed pending resolution of any disputes or disagreements.

SECTION 26. CONTROLLING LAW/ATTORNEY FEE

- A. The Agreement is to be governed by the laws of the State of Florida. The sole and exclusive venue for any litigation resulting out of the Agreement shall be in Manatee County, Florida, and if in federal court, shall be exclusively in the Middle District of Florida, Tampa Division.
- B. Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under Section 768.28, Florida Statutes. This paragraph does not constitute a waiver of the Authority's sovereign immunity or extend the Authority's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 27. CONFLICTING EMPLOYMENT

Contractor certifies that it does not at the time of execution of this Agreement have any retainer or employment agreement, oral or written, with any third party that directly conflicts with any interest or position of the Authority relating to the services provided by the Contractor under this

Agreement. The Contractor further agrees that it shall not accept during the term of this Agreement any retainer or employment from a third party whose interests are in direct conflict with those of the Authority regarding the services being performed under this Agreement. In the event the Contractor is faced with an employment opportunity that appears to be a direct conflict with the services the Contractor is performing under this Agreement, the Contractor shall provide the Authority with notice of the employment opportunity. If the Authority determines that the employment would be a direct conflict with the services the Contractor is performing under this Agreement, the Contractor and the Authority shall have the opportunity to decide whether or not the Contractor will decline the employment opportunity or will accept the employment opportunity and terminate this Agreement.

SECTION 28. NOTICES

Any notices or other writings permitted or required to be delivered under the provisions of the Agreement must be in writing and shall be delivered by sending the notice by personal delivery, U.S. regular mail, U.S. express mail or by U.S. certified mail, return receipt requested, in any event with sufficient postage affixed, and addressed as follows:

If to the Authority: Peace River Manasota Regional Water Supply Authority
 9415 Town Center Parkway
 Lakewood Ranch, Florida 34202
 Attention: Patrick J. Lehman, Executive Director

If to the Contractor:

Either party may change said address by notice in writing to the other party in the manner herein provided.

SECTION 29. EXTENT OF AGREEMENT

- A. The Agreement represents the entire and integrated agreement between the Authority and Contractor and supersedes all prior negotiations, representations or agreement, either written or oral for services under a blanket agreement of this nature. This Agreement in no way is connected with nor affects separate agreement(s) arrived at through formal solicitation for professional services associated with large, dedicated capital improvement projects as may be awarded by the Authority Board of Directors.
- B. Except as is provided for in Section 11 hereof, the Agreement may only be amended, supplemented, modified, changed or cancelled by a written instrument duly executed by both parties.
- C. Contractor shall cooperate with the Authority in making any reasonable changes to the Agreement.

EXHIBIT A
Contractor Fee Schedule

EXHIBIT B
Certificates of Insurance

As Needed Construction Services
 Sigworth/Carroll
 Tabulation Sheet

6 Received
 DM - Not conforming


TOP 3, TO BOARD


Line #	CONTRACTOR	Criteria					TOTAL (100 points)
		1 (30 points)	2 (25 points)	3 (25 points)	4 (10 points)	5 (10 points)	
1	Forsberg	27	23	20	10	10	0 90*
2	Garney	25	22	15	8	5	0 75
3	Natural Resources LLC	29	22	25	7	10	0 89*
4	Westra	22	23	20	8	10	0 83
5	Woodruff & Sons	27	25	18	10	10	0 90*


Criteria:


- 1 Contractor Qualifications and Experience
- 2 Contractor Resources & Equipment
- 3 Contractor Prices
- 4 Contractor References
- 5 Contractor Office within 4-County service area or proximity thereto


Member Signatures:


 Mike Coates, Deputy Director (PRMRWSA)


 Richard Anderson, System Operations Manager (PRMRWSA)


 Tom Debbs, Construction Manager (PRMRWSA)


 Kevin Morris, Science & Technology Officer


 Ford Ritz, Project Engineer

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2016**

**CONSENT AGENDA
ITEM 9**

**Approve Firms for 'As-Needed Construction Services - Building
Construction/Modifications'**

Recommended Action -

Motion to approve recommended short-list of firms and authorize Executive Director to execute Agreement for 'As-Needed Construction Services - Building Construction/Modifications' with each respective firm contingent on review of contract documents by the General Counsel.

The Authority's existing As-Needed Construction Services contracts will expire in February 2017. Request for Proposals (RFP's) were advertised in accordance with the Authority's Procurement Policy and three (3) Proposals were received by the October 17, 2016 deadline. These as-needed services are utilized for repair and maintenance of the Peace River Facility buildings and structures.

Staff recommends the Authority Board of Directors approve the recommended short-list of firms below for award of Agreements for 'As-Needed Construction Services - Building Construction/Modifications' and authorize the Executive Director to execute such Agreements with each respective firm contingent on review of contract documents by Authority General Counsel. The proposed Agreements have a three year initial term with up to two additional one year extensions. Authorization limits in the Agreement are up to \$100,000 per Work Order with approval of the Executive Director and up to \$300,000 if approved by the Board.

Firms (listed alphabetically)	Location
Garney Construction	Winter Garden
Halfacre Construction Co.	Sarasota
Magnum Builders of Sarasota, Inc.	Sarasota

Budget Action: None

Attachments

Tab a Staff memorandum, Contract Form, and Evaluation Committee Ranking Sheet. See appendix – back of board book for: Request for Proposals, Proposal Information Packet, and all Proposals.

TAB A
Staff Memorandum, Contract Form, and Evaluation Committee Ranking Sheet

MEMORANDUM

DATE: December 7, 2016

TO: Patrick Lehman, Executive Director

FROM: Chris Rogers, Project Manager

RE: Consultant Selection for 'As-Needed' Construction Services - Building Construction/Modifications'

Recommendation

Staff recommends that the short-list below be approved by the Board for award of Agreements (Contracts) for 'As-Needed Construction Services - Building Construction/Modifications' with the Authority. The term of the Agreement is three years, with up to two additional one-year extensions by mutual consent. Spending limits established in the Agreements are up to \$100,000 per Work Order by approval of the Executive Director, and up to \$300,000 with approval of the Authority Board.

Short List of Recommended Firms (listed alphabetically)	Office Location
Garney Construction	Winter Garden
Halfacre Construction Co.	Sarasota
Magnum Builders of Sarasota, Inc.	Sarasota

Background

The Authority has need to retain qualified building contractors for repair and maintenance work on the buildings and structures at the Peace River site. Assignments under these contracts will typically be work contemplated in the Authority's budget for Repair/Maintenance, R&R projects or for emergency repairs.

The Agreement (Contract) for As-Needed Construction Services is attached and has been approved as-to-form by the Authority General Counsel. Key provisions of the Agreement are as follows:

- Executive Director approval of individual work authorizations up to \$100,000. Board consideration/approval would be required for individual work authorizations in excess of this amount.
- Establishes a maximum of \$300,000 per individual work authorizations under the Agreement.
- Assignments under this Agreement are restricted to projects with estimated construction costs less than \$2,000,000.

- Agreement provides a 3-year initial term, with two – one year extensions if mutually agreeable.

On September 14, 2016 the Authority issued a Request for Competitive Proposals (RFP's) for 'As-Needed Construction Services – Building Construction/Modifications'. The request was made in accordance with Section 3.1.2 of the Authority Procurement Policy. Three (3) Proposals were timely received by the October 17, 2016 submittal deadline and all Proposals conformed to submittal requirements. Submitting firms are listed in alphabetical order below.

Firms Submitting Proposals (listed alphabetically)	Office Location
Garney Construction	Winter Garden
Halfacre Construction Co.	Sarasota
Magnum Builders of Sarasota, Inc.	Sarasota

All proposals were reviewed and evaluated and discussed by a four-member Proposal Review Committee at a public meeting held on October 31, 2016 at the Peace River Facility. Review criteria included: (1) Qualifications & Experience, (2) Resources and Equipment, (3) Prices, (4) References, and (5) Office within 4-County Service Area or Proximity thereto.

Based on the Proposal Review Committee evaluation, the firms short-listed below are recommended for Board approval of Agreements for 'As-Needed Construction Services - Building Construction /Modifications'.

Short List of Recommended Firms (listed alphabetically)	Office Location
Garney Construction	Winter Garden
Halfacre Construction Co.	Sarasota
Magnum Builders of Sarasota, Inc.	Sarasota

Copies of the following are enclosed:

- 1) Request for Competitive Proposals
- 2) Information Package for As-Needed Construction Services
- 3) Evaluation Committee Proposal Review Form
- 4) Contract form for As-Needed Construction Services
- 5) Proposals from the three (3) submitting firms.

**AGREEMENT FOR AS-NEEDED CONSTRUCTION SERVICES – BUILDING
CONSTRUCTION/MODIFICATIONS
BETWEEN THE PEACE RIVER MANASOTA REGIONAL WATER SUPPLY
AUTHORITY AND _____**

The Agreement is made this ____ day of _____, 2016 (“Effective Date”) between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an independent special district created pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, acting by and through its governing Board of Directors, hereinafter referred to as the “Authority” whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202 and _____, hereinafter referred to as “Contractor” whose address is _____.

WHEREAS, the Authority provides certain governmental services and owns and operates a regional public water supply and delivery system, develops new drinking water supplies, transmission pipelines, and water treatment and storage facilities and must comply with various state and federal regulations; and

WHEREAS, the Authority desires to retain a contractor to provide as-needed construction services associated with Building Construction and Building Modifications, with work assigned on a project specific basis; and

WHEREAS, the Authority has selected Contractor in accordance with the Authority’s Procurement Policy; and

WHEREAS, Contractor desires to render as-needed construction services to the Authority, and has the experience, staff, equipment and resources to perform those services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

The following terms as used in the Agreement shall have the following meanings:

- A. “Agreement” – This written document and the Agreement Documents set forth in Section 7 hereof, as it may be amended from time to time.
- B. “As-Needed Construction Services – Building Construction/Modifications” – Services associated with building construction and modifications to be provided by the Contractor from time-to-time on a project specific basis.
- C. “Fee Schedule” – Schedule showing billing rates for Contractor’s various personnel classifications, equipment and specific tasks that serves as a basis for budget development on tasks within the Scope of Services, and which is included as “Exhibit A” in the Agreement.
- D. “Scope of Services” – Specific tasks and duties to be conducted by Contractor within a pre-determined timeframe for a specified fee to meet a defined objective, collectively comprising a Work Order and also known as the “Project”.
- E. “System” – All real property, interest in real property, fixtures, personal property, wells, buildings, treatment systems, pumps, pipelines, storage facilities, reservoirs, aquifer storage and recovery facilities and appurtenant or associated facilities of the Authority used in the storage, treatment and delivery of water to Authority customers.
- F. “Submittal” – Drawings, maps, tests, samples, applications, progress schedules and other schedules, progress reports and other reports, and any other documents required for submission by the Agreement.
- G. “Work Order”– An individual work assignment to be conducted by Contractor at the direction of the Authority, consisting of single or multiple tasks completed within a pre-

determined timeframe for a pre-approved fee, including a Scope of Services, which is also known as the “Project”.

SECTION 2. ENGAGEMENT OF CONTRACTOR

The Authority hereby agrees to engage Contractor, and Contractor hereby agrees to perform As-Needed Construction Services – Building Construction/Modifications as directed by the Authority. This Agreement will be used for limited new construction, maintenance and rehabilitation work and emergency repairs. This Agreement will not preclude Contractor from competing for other Authority projects when they are publically bid. Key personnel and subcontractors shall not be assigned to or removed from the Project by Contractor without the prior written approval of the Authority. Both parties agree that replacement of key personnel and subcontractors must be with equal or more qualified persons, and must be approved by the Authority before a new member works on a Project. Notwithstanding, the Authority and Contractor may assign other individuals to serve as a key personnel for particular Work Orders.

SECTION 3. WORK ORDERS, SCOPE OF SERVICES AND THE CONTRACTOR'S RESPONSIBILITY

For each Work Order assigned to the Contractor, the Authority and Contractor shall develop a Scope of Services that will include the project objective, project tasks, staffing, performance schedule and estimated costs required to complete the Work Order. Contractor shall proceed and furnish these services upon authorization by the Authority. Any modification to a Work Order, including a change to the Scope of Services, must be approved in writing by the Authority. In addition to the services set forth in individual Work Orders, the Contractor shall perform the following:

- A. Contractor shall secure at its own expense, all personnel, facilities, and equipment required to perform the services necessary to complete each Work Order.
- B. Contractor shall maintain an adequate and competent professional staff appropriately certified/licensed and operating within the State of Florida.
- C. Contractor shall designate in writing a single representative with whom the Authority shall coordinate project work. This representative shall have the authority to transmit instructions, receive information, and interpret and deliver Contractor's policies, opinions and decisions related to each assigned Work Order.
- D. Contractor shall secure all licenses or permits required by law for the completion of assigned Work Orders and shall be in compliance with all federal, state and local law, statutes, rules, regulations, ordinances, orders and decisions in effect at the time of the execution of the Agreement and during the time of performance of a Work Order.
- E. Contractor shall, at all times, keep the Authority advised as to the status of each Work Order including, but not limited to, the progress on individual tasks within the Scope of Services. The Authority and its authorized representatives shall have the right to visit any work site and the office of Contractor at any reasonable time for purposes of inspection.
- F. Contractor shall cooperate with other contractors, construction contractors, and suppliers retained by the Authority as needed.
- G. The Authority shall have the right during the three (3) year period following the expiration or termination of the Agreement to audit Contractor with regard to any financial matters in connection with the services provided under this Agreement. The requested audit shall be performed by a certified public accountant selected and paid for by the Authority. Contractor shall make all documents and data available to the Authority

or its designated auditor. Contractor may have the audit reviewed by Contractor's auditor at Contractor's expense.

- H. Work Orders issued in accordance with this Agreement are limited to projects in which the estimated construction cost of each individual project under the contract does not exceed \$2 million and for a study activity if the fee for professional services for each individual study under this Agreement does not exceed \$300,000.
- I. If applicable, any list of items required to render complete, satisfactory, and acceptable the construction services provided by the Authority for a Work Order must be completed pursuant to Section 218.735, Florida Statutes, as amended.

SECTION 4. THE AUTHORITY'S RESPONSIBILITY

Except as otherwise provided in individual Work Orders, the Authority's responsibilities are as follows:

- A. To designate the Authority's Executive Director to act on the Authority's behalf with respect to the assigned Work Orders. The Executive Director shall have complete authority to issue a Work Order up to and including \$100,000, or another amount as provided in the Procurement Policy, as subsequently amended; transmit instructions; receive information; approve invoices and authorize payments thereon; and interpret and define Authority's policies and decisions with respect to materials, elements, subcontractors, key personnel and systems pertinent to Contractor's services. Notwithstanding, this subsection A. may not be amended by a Work Order.
- B. To provide, within a reasonable time from request of Contractor existing data, plans, reports and other information in the Authority's possession or under the Authority's

control that are necessary or may be helpful to Contractor in performance of their duties, and to provide full information regarding requirements of the Work Orders, including objectives, budget constraints, criteria and other pertinent requirements.

- C. To furnish required information and services and render approvals and decisions as expeditiously as necessary for the orderly progress of Contractor's services.
- D. If applicable, the Authority will develop any list of items required to render complete, satisfactory, and acceptable the construction services provided pursuant to Section 218.735, Florida Statutes, as amended.

SECTION 5. TIME OF PERFORMANCE

Contractor shall commence work on a Work Order upon receipt of a Notice to Proceed and shall satisfactorily complete the services in the Scope of Services for the Work Order within the established project schedule.

SECTION 6. COMPENSATION

The Authority agrees to pay the Contractor for work performed under a Work Order in accordance with the Local Government Prompt Payment Act, Part VII, Florida Statutes, upon receipt of a proper invoice and as follows:

- A. Compensation for each Work Order shall be established based on the Fee Schedules in Exhibit "A", and tasks included in the Scope of Services. Individual tasks in a Scope of Services may be compensated as either lump-sum or time-and-materials as negotiated between Contractor and the Authority and provided for in the Scope of Services. Final payments in all cases will be subject to successful completion of a Work Order and the Authority's acceptance of tasks and project schedule, in accordance with the terms of this Agreement and the Work Order. The Fee Schedules in Exhibit "A" will be used for the

initial contract term as defined as year 1, year 2, and year 3. If the Agreement is extended in accordance with Section 16, the Fee Schedules may be adjusted for each extension upon written approval by the Executive Director.

- B. The fair and reasonable expenses of the Contractor necessarily incurred in the performance of the duties herein described and agreed to by the Authority shall, upon proper invoice and detail, be paid by the Authority, at actual cost with no mark-up.
- C. Contractor shall prepare and submit to the Authority's Executive Director for approval monthly invoices for the services rendered and expenses incurred pursuant to completion of each Work Order. All invoices shall be on a calendar month basis. Invoices must be submitted to the Executive Director by the 20th day of the month for work completed the previous month. Payment shall be made in accordance with paragraph A from the date when it is stamped as received by the Authority unless payment is not approved by the Executive Director pursuant to paragraph D. All invoices shall be accompanied by a report identifying the nature and progress of the services performed and in a format approved by the Executive Director.
- D. The Authority reserves the right to withhold payment to Contractor for failure to perform services in accordance with the provisions of the Agreement and Work Order and the Authority shall promptly notify Contractor if any invoice or report is found to be unacceptable and will specify the reasons therefore.
- E. Contractor shall have the right to suspend services under the Agreement if an invoice becomes delinquent. "Delinquent" shall be defined as an invoice not being paid within sixty (60) days from receipt thereof by the Authority. Contractor's right to suspend

services does not become effective if the Authority has withheld payment of an invoice for cause.

- F. Disputes regarding a monthly invoice and/or report shall be resolved pursuant to Section 218.76(2), Florida Statutes, as may be amended.
- G. The Authority may, in addition to other remedies available at law or equity, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the Authority. The Authority may set off any liability or other obligation of the Contractor or its affiliates to the Authority against any payments due the Contractor under any agreement with the Authority.

SECTION 7. AGREEMENT DOCUMENTS

The following documents are attached or incorporated herein by reference and made a part of this Agreement:

- A. Contractors October 17, 2016 Competitive Proposal,
- B. Fee Schedules, attached hereto as Exhibit "A",
- C. Certificate of Insurance, attached hereto as Exhibit "B ", and
- D. Any written amendments, modifications, Work Orders or addenda to the Agreement.

In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "A", as they may be amended, and then Work Orders.

SECTION 8. DOCUMENTS AND DATA

- A. The Authority and the Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law). Each party shall allow public access to Project

documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, Florida Statutes. The Contractor shall (1) keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (941) 316-1776; ALEE@REGIONALWATER.ORG; OR 9415 TOWN CENTER PARKWAY, LAKEWOOD RANCH, FLORIDA 34202.**

- B. Copies of all technical data and working papers regarding any Work Order shall be made available to the Authority in accordance with Section 3, Paragraph D.
- C. All tracings, plans, specifications, maps, plats, evaluations, reports and technical data including working papers prepared or obtained under the Agreement, shall become the property of the Authority without restriction or limitation of use, and shall be made

available, upon request, to the Authority at any reasonable time. Contractor may retain copies thereof for their files and internal use.

- D. All final plans, contract documents and/or such other documents that are required by Florida Law to be endorsed and are prepared by Contractor in connection with a Work Order shall bear the certification of a person in the full employment of Contractor or duly retained by Contractor and duly licensed and with current registration in the State of Florida in the appropriate professional category.
- E. For a period of five (5) years after the completion of the work orders, Contractor agrees to provide the Authority with copies of any additional materials in their possession resulting from the performance of the Agreement.

SECTION 9. STANDARD OF PERFORMANCE

Contractor shall perform and complete all assigned Work Orders in a timely manner and in accordance with the standard of care, skill and diligence customarily provided by an experienced professional organization rendering the same services, and in accordance with sound principles and practices. The Authority shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services called for hereunder, or the character, quality, amount, or value thereof. The decision of the Authority upon all such claims, questions, or disputes shall be reasonable and in adherence with sound principles and practices applicable to the contracted services.

SECTION 10. CONTRACTOR'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Contractor acknowledges and explicitly represents to the Authority the following:

- A. Contractor is duly authorized to conduct business in the State of Florida.

- B. In connection with the work to be performed under the Agreement, Contractor will abide by and assist the Authority in satisfying all applicable federal, state and local laws, rules, regulations and guidelines (including but not limited to the Americans with Disabilities Act) relative to performance under this Agreement. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin. Contractor will obtain and maintain all permits and licenses necessary for its performance under this Agreement.
- C. Contractor recognizes that:
1. Authority is contractually obligated to furnish potable water to the Authority's customers who have an immediate need for such water;
 2. Work Orders assigned herein may interface with work performed by others;
 3. Utilization of the services under the Agreement for the purposes intended may require that Contractor coordinate the Project with other ongoing projects by the Authority;
 4. During the construction associated with any assigned Work Order, Contractor shall coordinate Work Order tasks with other projects in order to minimize interference with the Authority's current customers; and
 5. Authority may suffer financial loss if the services are not completed within the time periods set forth in a Work Order, or any extensions thereof.
- D. Contractor has familiarized itself with the nature and extent of the Agreement, services expected to be performed under the Agreement, and federal, state and local laws, statutes, rules, regulations, ordinances, orders and decisions, that may affect Contractor's performance of the Agreement.

- E. Contractor has reviewed the Agreement (including its Exhibits) and all available information and data shown or indicated in the Agreement and has given the Authority written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in the Agreement or information or data, and the written resolution thereof by the Authority is acceptable to Contractor.
- F. Contractor shall obtain and review all information and data that relates to assigned Work Orders or which Contractor may reasonably anticipate may affect cost, scheduling, progress, performance or furnishing of any Scope of Services, including, but not limited to, information and data indicated in the Agreement or related to work under separate contracts, to the extent such work may interface with Contractor's services provided pursuant to the Agreement.
- G. Contractor recognizes and acknowledges that the time for the performance of each Work Order is of the essence in the Agreement.

SECTION 11. SUSPENSION OF PROJECT – EXTRA SERVICES

- A. The Authority shall have the absolute right to terminate or suspend any Work Order, or amend any Work Order upon mutual agreement, at any time and for any reason upon reasonable notice, and such action on its part shall not be deemed a default or breach of the Agreement. Suspensions or termination of a Work Order by the Authority, and amendments to any Work Order, shall be in writing.
- B. If Contractor is of the opinion that any service the Authority directs it to perform substantially increases the services of Contractor beyond the original Scope of Services of the Work Order ("Extra Services"), Contractor shall, within ten (10) days of such direction, notify the Authority in writing of this opinion. The Authority shall, within

twenty (20) days after receipt of such notification, fairly judge as to whether or not such service in fact increases the services of Contractor beyond the Scope of Services in the Agreement and constitutes Extra Services. If the Authority determines such service does constitute Extra Services, it shall provide extra compensation to Contractor negotiated by the Authority and Contractor based upon the provisions of Section 6 above.

- C. In the event a Work Order project is entirely or partly suspended, delayed, or otherwise hindered by any cause whatsoever, Contractor shall make no claims for additional compensation or damages owing to such suspensions, delays or hindrances. Such suspensions, delays or hindrances may only be compensated for by an extension of time, as the Authority may decide however such extension shall not operate as a waiver of any other rights of the Authority. Upon resumption of the Work Order, Contractor shall resume its service until the Scope of Services is completed in accordance with the Work Order, and the time for completion of the services, which were suspended, shall be extended for the duration of the suspension.
- D. If, in the opinion of the Authority, the progress of an assigned Work Order during any period is substantially less than the amount that is necessary to meet the project schedule, the Authority may require Contractor to take whatever action is necessary, in the opinion of the Authority, to put the Work Order back on schedule. Such action shall not constitute Extra Services unless the delays were caused by circumstances beyond the control of Contractor or its agents, employees or subcontractors.
- E. In the event of claims by others against the Authority in connection with work being conducted under a Work Order, the Contractor shall provide to the Authority such technical assistance that the Authority may request. Such assistance shall constitute

Extra Services, unless such claims are caused by the failure of Contractor, its agents, employees, or subcontractors to comply with the terms and conditions of the Agreement or otherwise perform their duties under this Agreement or a Work Order.

- E. If Authority requires Contractor to assist with an audit of a Work Order's costs, such assistance shall not be considered Extra Services.

SECTION 12. SUBCONTRACTORS

Contractor shall not subcontract, assign, or transfer the Agreement or any work specifically authorized in the Agreement without the prior written consent of the Authority, which consent may be withheld in the Authority's sole discretion. Contractor shall be solely responsible for the employment, direction, supervision, compensation and control of any and all subcontractors, contractors, experts or other persons employed by Contractor. Contractor shall cause all subcontractors, contractors, experts or other persons employed by Contractor to abide by the terms and conditions of the Agreement and all applicable law as their work or services affect the Authority. Contractor shall not permit any subcontractor, supplier or other person or organization to perform work or services unless such subcontractor, supplier or other person or organization has complied with the workers' compensation insurance requirements contained in Section 14 herein. Nothing in this Agreement shall be construed to create, or be implied to create, any relationship between the Authority and any subcontractor of the Contractor.

SECTION 13. INDEPENDENT CONTRACTOR

Neither the Authority nor any of its employees shall have any control over the conduct of Contractor or any of Contractor's employees, subcontractors or agents, except as herein set forth, and Contractor expressly warrants not to represent at any time or in any manner that Contractor or Contractor's agents, subcontractors or employees are in any manner agents, subcontractors or

employees of the Authority. It is understood and agreed that Contractor is, and shall at all times remain as to the Authority, a wholly independent contractor and that Contractor's obligations to the Authority are solely as prescribed by the Agreement.

SECTION 14. INSURANCE

- A. The Contractor must maintain during the entire term of this Agreement, insurance in the following kinds and amounts with a company or companies authorized to do business in the State of Florida and shall not commence work under this Agreement until the Authority has received an acceptable certificate of insurance showing evidence of such coverage.
- B. The amounts and types of insurance shall be appropriate for the services being performed by the Contractor, its employees or agents and must conform to the following minimum requirements:
1. Workers Compensation. Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
 - a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
 - b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
 2. Commercial or Comprehensive General Liability. Coverage must include:
 - a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage.
 - b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement, broad form property damage, explosion, collapse, and underground hazard coverage and independent contractor's coverage.
 - c. Additional Insured. Authority is to be specifically included as an additional insured.
 - d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

3. Comprehensive Automobile Liability. Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
 - a. \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
 - b. Owned Vehicle.
 - c. Hired and Non-Owned Vehicles.
 - d. Employee Non-Ownership.
 - e. Additional Insured. Authority is to be specifically included as additional insured.
 - f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

- C. Contractor must deliver to the Authority Certificates of Insurance evidencing the insurance coverage specified in this Section 14 prior to commencing work under the Agreement. The required Certificates of Insurance not only shall name types of policies provided but also shall refer specifically to the Agreement.

- D. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the Authority, licensed to do business in the State of Florida and with a resident agent designated for the service of process. Contractor shall provide the Authority with financial information concerning any self-insurance fund insuring Contractor. At the Authority's option, Self-Insurance Fund financial information may be waived.

- E. All the policies of insurance so required of Contractor, except workers compensation, shall be endorsed to include as additional insureds: the Authority, its directors, officers, employees and agents. Such insurance policies shall include or be endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance, which might be applicable to any loss, the insurance required of Contractor shall be considered

primary, and all other insurance shall be considered excess. The cross liability clause does not increase the limits of liability or aggregate limits of the policy.

- F. Deductible and self-insured retention amounts shall be subject to approval by the Authority, which approval shall not be unreasonably withheld. Contractor is responsible for the amount of any deductibles or self-insured retentions.
- G. Approval of the insurance by the Authority shall not relieve or decrease the liability of Contractor hereunder. Contractor acknowledges and agrees the Authority does not in any way represent the insurance (or the limits of insurance) specified in this Section 14 is sufficient or adequate to protect Contractor's interests or liabilities, but are merely minimums.
- H. All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the Authority and Contractor by certified mail. Contractor shall give notice to the Authority within twenty-four (24) hours of any oral or written notice of adverse change, non-renewal or cancellation. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.
- I. All insurance required hereunder shall remain in full force and effect until final payment and at all times thereafter when Contractor may be observing the correction, removal or replacement of defective work.
- J. Contractor shall, upon request by the Authority, deliver to the Authority a copy of each insurance policy purchased by Contractor.

- K. All policies, except for workers' compensation, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of subrogation against the Authority, its contractors, directors, officers, employees, representatives or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Contractor or Contractor's insurance carriers.
- L. The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of the Contractor's obligations under the Agreement, including any indemnity or hold harmless provision.
- M. Contractor shall require each of its subcontractors, suppliers and other persons or organizations working for Contractor to procure and maintain, until the completion of that party's work or services, insurance of the types and in the coverage amounts required to be carried by Contractor in the Agreement unless the Authority agrees, in writing, to other types of coverage and/or lower coverage amounts. Contractor shall be responsible for ensuring all of its subcontractors, suppliers and other persons or organizations working for Contractor in connection with the Project comply with all of the insurance requirements contained herein relative to each such party. The Contractor must obtain certificates of insurance from any subcontractor otherwise the Contractor must provide evidence satisfactory to the Authority that coverage is afforded to the subcontractor or by the Contractor's insurance policies.

SECTION 15. INDEMNIFICATION OF THE AUTHORITY

Contractor agrees to indemnify and hold harmless the Authority, and its directors, officers and employees from liabilities, damages, losses, and costs, either at law or in equity, including but not limited to, reasonable attorney fees and costs and attorney fees and costs on appeal, as a

result of any negligent or reckless act or omission or any intentional wrongful conduct of Contractor and other persons employed or utilized by the Contractor in performance of the Agreement. The execution of the Agreement by Contractor shall obligate Contractor to comply with the foregoing indemnification provision; however, the obligations of insuring this indemnification must also be complied with as set forth in Section 14 herein.

SECTION 16. TERM OF AGREEMENT

The term of this Agreement is three (3) years from the Effective Date, unless terminated pursuant to the provisions of this Agreement. This Agreement may be extended for up to two (2) additional one (1) year periods upon mutual written agreement of both parties. All Work Orders must be completed within the five (5) year term, unless the Work Order is unavoidably delayed. A Work Order may not be issued for work that exceeds the Agreement's expiration date.

SECTION 17. TERMINATION OF AGREEMENT BY THE AUTHORITY/SURVIVAL

A. The Agreement may be terminated by the Authority, with or without cause, upon ten (10) days written notice to the Contractor. Termination will be effective on the date provided in the notice. In the event of termination under this Section 17, the Contractor shall be entitled to compensation for all services provided to the Authority up to the date of termination, which are within the Scope of Services, documented in the Work Order, and are allowed under this Agreement. If the Agreement is so terminated, Contractor must promptly deliver to the Authority copies of all then completed deliverable items and all tracings, drawings, survey notes and other documents that directly support the deliverables prepared by Contractor.

B. In the event the Agreement is terminated by Authority or Contractor, the duties and obligations of Contractor under the following provisions shall survive termination and continue in full force and effect:

1. Section 3(G) and 11(F), regarding Audits;
2. Section 8, regarding Documents and Data;
3. Section 15, regarding Indemnification of the Authority;
4. Section 17, regarding Termination of Agreement by the Authority/Survival;
5. Section 18, regarding Default/Remedies;
6. Section 25, regarding Dispute Resolution; and
7. Section 26, regarding Controlling Law/Attorney Fees.

SECTION 18. DEFAULT/REMEDIES

A. Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. In addition, the initiation, either by Contractor or against Contractor, of proceedings in bankruptcy, or other proceedings for relief under any law for the relief of debtors, or Contractor becoming insolvent, admitting in writing its inability to pay its debts as they mature or making an assignment for the benefit of creditors shall constitute a default by Contractor entitling the Authority to terminate this Agreement as set forth above. The parties agree that this Agreement is an executory contract. If, after termination by the Authority, it is determined that the Contractor was not in default, or that the default was excusable, the

rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Authority. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

B. Unless specifically waived by the Authority, the Contractor's failure to timely comply with any obligation in this Agreement or Work Order shall be deemed a breach of this Agreement and the expenses and costs incurred by the Authority, including attorney fees and costs and attorney fees and costs on appeal, due to said breach shall be borne by the Contractor. Additionally, the Authority shall not be limited by the above but may avail itself of any and all remedies under Florida law for any breach of this Agreement. The Authority's waiver of any of the Contractor's obligations shall not be construed as the Authority's waiver of any other obligations of the Contractor.

SECTION 19. SEVERABILITY

In the event any provision of the Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of the Agreement or such other appropriate actions as shall, to the maximum extent practicable in the light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of the Agreement, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

SECTION 20. PROHIBITION AGAINST CONTINGENCY FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that Contractor has not paid or agreed to pay any person, company, corporation, individual or firm,

other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Authority shall have the right to terminate the Agreement without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 21. TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT

- A. Contractor certifies that wage rates and other factual unit costs included in the Fee Schedule are accurate, complete and current at the time of contracting. The original Agreement Fee Schedule, Work Order price and any additions thereto shall be adjusted to exclude any significant sums by which the Authority determines the Agreement Fee Schedule or Work Order price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Any such adjustments will be made within one (1) year following the end of this Agreement.
- B. Pursuant to Subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of thirty-six (36) months following the date of being placed on the convicted

vendor list. By signing this Agreement, Contractor warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past thirty-six (36) months. Contractor further agrees to notify the Authority if placement on either of these lists occurs.

SECTION 22. SUCCESSORS AND ASSIGNS

Except as otherwise provided in this Agreement, Contractor may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Authority.

SECTION 23. FORCE MAJEURE

Contractor is not responsible for damages or delay in performance caused by acts of God, strikes, lock-outs, accidents, or other events beyond control of Contractor. In any such event, Contractor's contract price and schedule shall be equitably adjusted.

SECTION 24. NO THIRD PARTY BENEFICIARY

Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

SECTION 25. DISPUTE RESOLUTION

In the event any dispute or disagreement arises during the course of the Work Order, the Contractor shall fully perform the Work Order in accordance with the Authority's written instructions and may claim additional compensation. The Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment or other proposed dispute resolution to the Authority's Executive Director no later than ten (10) days after the precipitating event. The

parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options. No services shall be delayed or postponed pending resolution of any disputes or disagreements.

SECTION 26. CONTROLLING LAW/ATTORNEY FEE

- A. The Agreement is to be governed by the laws of the State of Florida. The sole and exclusive venue for any litigation resulting out of the Agreement shall be in Manatee County, Florida, and if in federal court, shall be exclusively in the Middle District of Florida, Tampa Division.
- B. Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under Section 768.28, Florida Statutes. This paragraph does not constitute a waiver of the Authority's sovereign immunity or extend the Authority's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 27. CONFLICTING EMPLOYMENT

Contractor certifies that it does not at the time of execution of this Agreement have any retainer or employment agreement, oral or written, with any third party that directly conflicts with any interest or position of the Authority relating to the services provided by the Contractor under this

Agreement. The Contractor further agrees that it shall not accept during the term of this Agreement any retainer or employment from a third party whose interests are in direct conflict with those of the Authority regarding the services being performed under this Agreement. In the event the Contractor is faced with an employment opportunity that appears to be a direct conflict with the services the Contractor is performing under this Agreement, the Contractor shall provide the Authority with notice of the employment opportunity. If the Authority determines that the employment would be a direct conflict with the services the Contractor is performing under this Agreement, the Contractor and the Authority shall have the opportunity to decide whether or not the Contractor will decline the employment opportunity or will accept the employment opportunity and terminate this Agreement.

SECTION 28. NOTICES

Any notices or other writings permitted or required to be delivered under the provisions of the Agreement must be in writing and shall be delivered by sending the notice by personal delivery, U.S. regular mail, U.S. express mail or by U.S. certified mail, return receipt requested, in any event with sufficient postage affixed, and addressed as follows:

If to the Authority: Peace River Manasota Regional Water Supply Authority
 9415 Town Center Parkway
 Lakewood Ranch, Florida 34202
 Attention: Patrick J. Lehman, Executive Director

If to the Contractor:

Either party may change said address by notice in writing to the other party in the manner herein provided.

SECTION 29. EXTENT OF AGREEMENT

- A. The Agreement represents the entire and integrated agreement between the Authority and Contractor and supersedes all prior negotiations, representations or agreement, either written or oral for services under a blanket agreement of this nature. This Agreement in no way is connected with nor affects separate agreement(s) arrived at through formal solicitation for professional services associated with large, dedicated capital improvement projects as may be awarded by the Authority Board of Directors.
- B. Except as is provided for in Section 11 hereof, the Agreement may only be amended, supplemented, modified, changed or cancelled by a written instrument duly executed by both parties.
- C. Contractor shall cooperate with the Authority in making any reasonable changes to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the day
and year written above.

ATTEST:

**PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY AUTHORITY**

BY: _____

Patrick J. Lehman, P.E. Date
Executive Director

WITNESS:

CONTRACTOR

Owner/Representative Date

PREPARED BY:

Douglas Manson
General Counsel for
Peace River Manasota
Regional Water Supply Authority

EXHIBIT A
Contractor Fee Schedule

EXHIBIT B
Certificates of Insurance

As Needed Construction Services
 Applying Construction Bonding
 Tabulation Sheet

Line #	CONTRACTOR	Criteria					TOTAL (100 points)
		1 (30 points)	2 (25 points)	3 (25 points)	4 (10 points)	5 (10 points)	
1	Gamey	28	24	15	8	6	0 81
2	Halfacre	28	18	16	10	10	0 82
3	Magnum Builders	28	18	23	9	10	0 88

- Criteria:
- 1 Contractor Qualifications and Experience
 - 2 Contractor Resources & Equipment
 - 3 Contractor Prices
 - 4 Contractor References
 - 5 Contractor Office within 4-County service area or proximity thereto

Member Signatures:

ML Coates
 Mike Coates, Deputy Director (PRMRWSA)

R.A. Anderson
 Richard Anderson, System Operations Manager (PRMRWSA)

T.D. Dobbs
 Tom Dobbs, Construction Manager (PRMRWSA)

Dennis Morris
 Dennis Morris, Science & Technology Officer

Ford Ritz
 Ford Ritz, Project Engineer

3 Received

All 3 to Bond

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2016

CONSENT AGENDA
ITEM 10

Approve Firms for ‘As-Needed Construction Services - Water Treatment Process and Pipeline Construction/Repair/Replacement’

Recommended Action -

Motion to approve recommended short-list of firms and authorize Executive Director to execute Agreement for ‘As-Needed Construction Services - Water Treatment Process and Pipeline Construction/Repair/Replacement’ with each respective firm contingent on review of contract documents by the General Counsel.

The Authority’s existing As-Needed Construction Services contracts will expire in February 2017. Request for Proposals (RFP’s) were advertised in accordance with the Authority’s Procurement Policy and four (4) Proposals were received by the October 17, 2016 deadline. These as-needed services are utilized for repair and maintenance of Authority water treatment facilities, regional pipelines, pumping stations and finished water storage tanks.

Staff recommends the Authority Board of Directors approve the recommended short- list of firms below for award of Agreements for ‘As-Needed Construction Services - Water Treatment Process and Pipeline Construction/Repair /Replacement’ and authorize the Executive Director to execute Agreement with each respective firm contingent on review of contract documents by Authority General Counsel. The proposed Agreements have a three year initial term with up to two additional one year extensions. Authorization limits in the Agreement are up to \$100,000 per Work Order with approval of the Executive Director and up to \$300,000 if approved by the Board.

<u>Firms (listed alphabetically)</u>	<u>Location</u>
Forsberg Construction, Inc.	Punta Gorda
Garney Construction	Winter Garden
Westra Construction Corp	Palmetto
Woodruff & Sons, Inc.	Bradenton

Budget Action: None

Attachments

Tab a Staff Memorandum, Contract Form, and Evaluation Committee Ranking Sheet. See appendix-back of board book for: Request for Proposals, Proposal Information Packet, and all Proposals.

TAB A
Staff Memorandum, Contract Form, and Evaluation Committee Ranking Sheet

MEMORANDUM

DATE: December 7, 2016

TO: Patrick Lehman, Executive Director

FROM: Chris Rogers, Project Manager

RE: Consultant Selection for 'As-Needed Construction Services - Water Treatment Process and Pipeline Construction/Repair/Replacement'

Recommendation

Staff recommends that the short-list below be approved by the Board for award of Agreements (Contracts) for 'As-Needed Construction Services - Water Treatment Process and Pipeline Construction/Repair/Replacement' with the Authority. The term of the Agreement is three years, with up to two additional one-year extensions by mutual consent. Spending limits established in the Agreements are up to \$100,000 per Work Order by approval of the Executive Director, and up to \$300,000 with approval of the Authority Board.

Short List of Recommended Firms (listed alphabetically)	Office Location
Forsberg Construction, Inc.	Punta Gorda
Garney Construction	Winter Garden
Westra Construction Corp	Palmetto
Woodruff & Sons, Inc.	Bradenton

Background

The Authority has need to retain qualified water treatment process and pipeline construction contractors for repair and maintenance of Authority treatment facilities, regional transmission pipelines, pumping stations and finished water storage tanks. Assignments under these contracts will typically be work contemplated in the Authority's budget for Repair/Maintenance, R&R projects, or for emergency repairs.

The Agreement (Contract) for As-Needed Construction Services is attached and has been approved as-to-form by the Authority General Counsel. Key provisions of the Agreement are as follows:

- Executive Director approval of individual work authorizations up to \$100,000. Board consideration/approval would be required for individual work authorizations in excess of this amount.
- Establishes a maximum of \$300,000 per individual work authorizations under the Agreement.

- Assignments under this Agreement are restricted to projects with estimated construction costs less than \$2,000,000.
- Agreement provides a 3-year initial term, with two – one year extensions if mutually agreeable.

On September 14, 2016 the Authority issued a Request for Competitive Proposals (RFP's) for 'As-Needed Construction Services - Water Treatment Process and Pipeline Construction/Repair/Replacement'. The request was made in accordance with Section 3.1.2 of the Authority Procurement Policy. Four (4) Proposals were timely received by the October 17, 2016 submittal deadline, and all of the proposals conformed to published submittal requirements. All submitting firms are listed in alphabetical order below.

Firms Submitting Proposals (listed alphabetically)	Office Location
Forsberg Construction, Inc.	Punta Gorda
Garney Construction	Winter Garden
Westra Construction Corp	Palmetto
Woodruff & Sons, Inc.	Bradenton

All Proposals were reviewed and evaluated and discussed by a four-member Proposal Review Committee at a public meeting held on October 31, 2016 at the Peace River Facility. Review criteria included: (1) Qualifications & Experience, (2) Resources and Equipment, (3) Prices, (4) References, and (5) Office within 4-County Service Area or Proximity thereto.

Based on this Proposal Review Committee evaluation, all submitting firms (listed below) are recommended for Board approval of Agreements for 'As-Needed Construction Services - Water Treatment Process and Pipeline Construction/Repair /Replacement'.

Short List of Recommended Firms (listed alphabetically)	Office Location
Forsberg Construction, Inc.	Punta Gorda
Garney Construction	Winter Garden
Westra Construction Corp	Palmetto
Woodruff & Sons, Inc.	Bradenton

Copies of the following are enclosed in electronic format:

- 1) Request for Competitive Proposals
- 2) Information Package for As-Needed Construction Services
- 3) Evaluation Committee Proposal Review Form
- 4) Contract form for As-Needed Construction Services
- 5) Proposals from the four (4) submitting firms.

**AGREEMENT FOR AS-NEEDED CONSTRUCTION SERVICES – WATER
TREATMENT PROCESS AND PIPELINE
CONSTRUCTION/REPAIR/REPLACEMENT
BETWEEN THE PEACE RIVER MANASOTA REGIONAL WATER SUPPLY
AUTHORITY AND _____**

The Agreement is made this ____ day of _____, 2016 (“Effective Date”) between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an independent special district created pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, acting by and through its governing Board of Directors, hereinafter referred to as the “Authority” whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202 and _____, hereinafter referred to as “Contractor” whose address is _____.

WHEREAS, the Authority provides certain governmental services and owns and operates a regional public water supply and delivery system, develops new drinking water supplies, transmission pipelines, and water treatment and storage facilities and must comply with various state and federal regulations; and

WHEREAS, the Authority desires to retain a contractor to provide as-needed construction services associated with Water Treatment Process and Pipeline Construction/Repair/Replacement, with work assigned on a project specific basis; and

WHEREAS, the Authority has selected Contractor in accordance with the Authority’s Procurement Policy; and

WHEREAS, Contractor desires to render as-needed construction services to the Authority, and has the experience, staff, equipment and resources to perform those services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

The following terms as used in the Agreement shall have the following meanings:

- A. "Agreement" – This written document and the Agreement Documents set forth in Section 7 hereof, as it may be amended from time to time.
- B. "As-Needed Construction Services - Water Treatment Process and Pipeline Construction/Repair/Replacement" – Services associated with Water Treatment Process and Pipeline Construction/Repair/Replacement to be provided by the Contractor from time-to-time on a project specific basis.
- C. "Fee Schedule" – Schedule showing billing rates for Contractor's various personnel classifications, equipment and specific tasks that serves as a basis for budget development on tasks within the Scope of Services, and which is included as "Exhibit A" in the Agreement.
- D. "Scope of Services" – Specific tasks and duties to be conducted by Contractor within a pre-determined timeframe for a specified fee to meet a defined objective, collectively comprising a Work Order and also known as the "Project".
- E. "System" – All real property, interest in real property, fixtures, personal property, wells, buildings, treatment systems, pumps, pipelines, storage facilities, reservoirs, aquifer storage and recovery facilities and appurtenant or associated facilities of the Authority used in the storage, treatment and delivery of water to Authority customers.

- F. “Submittal” – Drawings, maps, tests, samples, applications, progress schedules and other schedules, progress reports and other reports, and any other documents required for submission by the Agreement.
- G. “Work Order”– An individual work assignment to be conducted by Contractor at the direction of the Authority, consisting of single or multiple tasks completed within a pre-determined timeframe for a pre-approved fee, including a Scope of Services, which is also known as the “Project”.

SECTION 2. ENGAGEMENT OF CONTRACTOR

The Authority hereby agrees to engage Contractor, and Contractor hereby agrees to perform As-Needed Construction Services - Water Treatment Process and Pipeline Construction/Repair/Replacement as directed by the Authority. This Agreement will be used for limited new construction, maintenance and rehabilitation work and emergency repairs. This Agreement will not preclude Contractor from competing for other Authority projects when they are publically bid. Key personnel and subcontractors shall not be assigned to or removed from the Project by Contractor without the prior written approval of the Authority. Both parties agree that replacement of key personnel and subcontractors must be with equal or more qualified persons, and must be approved by the Authority before a new member works on a Project. Notwithstanding, the Authority and Contractor may assign other individuals to serve as a key personnel for particular Work Orders.

SECTION 3. WORK ORDERS, SCOPE OF SERVICES AND THE CONTRACTOR'S RESPONSIBILITY

For each Work Order assigned to the Contractor, the Authority and Contractor shall develop a Scope of Services that will include the project objective, project tasks, staffing, performance

schedule and estimated costs required to complete the Work Order. Contractor shall proceed and furnish these services upon authorization by the Authority. Any modification to a Work Order, including a change to the Scope of Services, must be approved in writing by the Authority. In addition to the services set forth in individual Work Orders, the Contractor shall perform the following:

- A. Contractor shall secure at its own expense, all personnel, facilities, and equipment required to perform the services necessary to complete each Work Order.
- B. Contractor shall maintain an adequate and competent professional staff appropriately certified/licensed and operating within the State of Florida.
- C. Contractor shall designate in writing a single representative with whom the Authority shall coordinate project work. This representative shall have the authority to transmit instructions, receive information, and interpret and deliver Contractor's policies, opinions and decisions related to each assigned Work Order.
- D. Contractor shall secure all licenses or permits required by law for the completion of assigned Work Orders and shall be in compliance with all federal, state and local law, statutes, rules, regulations, ordinances, orders and decisions in effect at the time of the execution of the Agreement and during the time of performance of a Work Order.
- E. Contractor shall, at all times, keep the Authority advised as to the status of each Work Order including, but not limited to, the progress on individual tasks within the Scope of Services. The Authority and its authorized representatives shall have the right to visit any work site and the office of Contractor at any reasonable time for purposes of inspection.
- F. Contractor shall cooperate with other contractors, construction contractors, and suppliers retained by the Authority as needed.

- G. The Authority shall have the right during the three (3) year period following the expiration or termination of the Agreement to audit Contractor with regard to any financial matters in connection with the services provided under this Agreement. The requested audit shall be performed by a certified public accountant selected and paid for by the Authority. Contractor shall make all documents and data available to the Authority or its designated auditor. Contractor may have the audit reviewed by Contractor's auditor at Contractor's expense.
- H. Work Orders issued in accordance with this Agreement are limited to projects in which the estimated construction cost of each individual project under the contract does not exceed \$2 million and for a study activity if the fee for professional services for each individual study under this Agreement does not exceed \$300,000.
- I. If applicable, any list of items required to render complete, satisfactory, and acceptable the construction services provided by the Authority for a Work Order must be completed pursuant to Section 218.735, Florida Statutes, as amended.

SECTION 4. THE AUTHORITY'S RESPONSIBILITY

Except as otherwise provided in individual Work Orders, the Authority's responsibilities are as follows:

- A. To designate the Authority's Executive Director to act on the Authority's behalf with respect to the assigned Work Orders. The Executive Director shall have complete authority to issue a Work Order up to and including \$100,000, or another amount as provided in the Procurement Policy, as subsequently amended; transmit instructions; receive information; approve invoices and authorize payments thereon; and interpret and

define Authority's policies and decisions with respect to materials, elements, subcontractors, key personnel and systems pertinent to Contractor's services. Notwithstanding, this subsection A. may not be amended by a Work Order.

- B. To provide, within a reasonable time from request of Contractor existing data, plans, reports and other information in the Authority's possession or under the Authority's control that are necessary or may be helpful to Contractor in performance of their duties, and to provide full information regarding requirements of the Work Orders, including objectives, budget constraints, criteria and other pertinent requirements.
- C. To furnish required information and services and render approvals and decisions as expeditiously as necessary for the orderly progress of Contractor's services.
- D. If applicable, the Authority will develop any list of items required to render complete, satisfactory, and acceptable the construction services provided pursuant to Section 218.735, Florida Statutes, as amended.

SECTION 5. TIME OF PERFORMANCE

Contractor shall commence work on a Work Order upon receipt of a Notice to Proceed and shall satisfactorily complete the services in the Scope of Services for the Work Order within the established project schedule.

SECTION 6. COMPENSATION

The Authority agrees to pay the Contractor for work performed under a Work Order in accordance with the Local Government Prompt Payment Act, Part VII, Florida Statutes, upon receipt of a proper invoice and as follows:

- A. Compensation for each Work Order shall be established based on the Fee Schedules in Exhibit "A", and tasks included in the Scope of Services. Individual tasks in a Scope of

Services may be compensated as either lump-sum or time-and-materials as negotiated between Contractor and the Authority and provided for in the Scope of Services. Final payments in all cases will be subject to successful completion of a Work Order and the Authority's acceptance of tasks and project schedule, in accordance with the terms of this Agreement and the Work Order. The Fee Schedules in Exhibit "A" will be used for the initial contract term as defined as year 1, year 2, and year 3. If the Agreement is extended in accordance with Section 16, the Fee Schedules may be adjusted for each extension upon written approval by the Executive Director.

- B. The fair and reasonable expenses of the Contractor necessarily incurred in the performance of the duties herein described and agreed to by the Authority shall, upon proper invoice and detail, be paid by the Authority, at actual cost with no mark-up.
- C. Contractor shall prepare and submit to the Authority's Executive Director for approval monthly invoices for the services rendered and expenses incurred pursuant to completion of each Work Order. All invoices shall be on a calendar month basis. Invoices must be submitted to the Executive Director by the 20th day of the month for work completed the previous month. Payment shall be made in accordance with paragraph A from the date when it is stamped as received by the Authority unless payment is not approved by the Executive Director pursuant to paragraph D. All invoices shall be accompanied by a report identifying the nature and progress of the services performed and in a format approved by the Executive Director.
- D. The Authority reserves the right to withhold payment to Contractor for failure to perform services in accordance with the provisions of the Agreement and Work Order and the

Authority shall promptly notify Contractor if any invoice or report is found to be unacceptable and will specify the reasons therefore.

- E. Contractor shall have the right to suspend services under the Agreement if an invoice becomes delinquent. "Delinquent" shall be defined as an invoice not being paid within sixty (60) days from receipt thereof by the Authority. Contractor's right to suspend services does not become effective if the Authority has withheld payment of an invoice for cause.
- F. Disputes regarding a monthly invoice and/or report shall be resolved pursuant to Section 218.76(2), Florida Statutes, as may be amended.
- G. The Authority may, in addition to other remedies available at law or equity, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the Authority. The Authority may set off any liability or other obligation of the Contractor or its affiliates to the Authority against any payments due the Contractor under any agreement with the Authority.

SECTION 7. AGREEMENT DOCUMENTS

The following documents are attached or incorporated herein by reference and made a part of this Agreement:

- A. Contractors October 17, 2016 Competitive Proposal,
- B. Fee Schedules, attached hereto as Exhibit "A",
- C. Certificate of Insurance, attached hereto as Exhibit "B ", and
- D. Any written amendments, modifications, Work Orders or addenda to the Agreement.

In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "A", as they may be amended, and then Work Orders.

SECTION 8. DOCUMENTS AND DATA

A. The Authority and the Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law). Each party shall allow public access to Project documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, Florida Statutes. The Contractor shall (1) keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN**

**OF PUBLIC RECORDS AT (941) 316-1776; ALEE@REGIONALWATER.ORG;
OR 9415 TOWN CENTER PARKWAY, LAKEWOOD RANCH, FLORIDA 34202.**

- B. Copies of all technical data and working papers regarding any Work Order shall be made available to the Authority in accordance with Section 3, Paragraph D.
- C. All tracings, plans, specifications, maps, plats, evaluations, reports and technical data including working papers prepared or obtained under the Agreement, shall become the property of the Authority without restriction or limitation of use, and shall be made available, upon request, to the Authority at any reasonable time. Contractor may retain copies thereof for their files and internal use.
- D. All final plans, contract documents and/or such other documents that are required by Florida Law to be endorsed and are prepared by Contractor in connection with a Work Order shall bear the certification of a person in the full employment of Contractor or duly retained by Contractor and duly licensed and with current registration in the State of Florida in the appropriate professional category.
- E. For a period of five (5) years after the completion of the work orders, Contractor agrees to provide the Authority with copies of any additional materials in their possession resulting from the performance of the Agreement.

SECTION 9. STANDARD OF PERFORMANCE

Contractor shall perform and complete all assigned Work Orders in a timely manner and in accordance with the standard of care, skill and diligence customarily provided by an experienced professional organization rendering the same services, and in accordance with sound principles and practices. The Authority shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment

of the services called for hereunder, or the character, quality, amount, or value thereof. The decision of the Authority upon all such claims, questions, or disputes shall be reasonable and in adherence with sound principles and practices applicable to the contracted services.

SECTION 10. CONTRACTOR'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Contractor acknowledges and explicitly represents to the Authority the following:

- A. Contractor is duly authorized to conduct business in the State of Florida.
- B. In connection with the work to be performed under the Agreement, Contractor will abide by and assist the Authority in satisfying all applicable federal, state and local laws, rules, regulations and guidelines (including but not limited to the Americans with Disabilities Act) relative to performance under this Agreement. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin. Contractor will obtain and maintain all permits and licenses necessary for its performance under this Agreement.
- C. Contractor recognizes that:
 - 1. Authority is contractually obligated to furnish potable water to the Authority's customers who have an immediate need for such water;
 - 2. Work Orders assigned herein may interface with work performed by others;
 - 3. Utilization of the services under the Agreement for the purposes intended may require that Contractor coordinate the Project with other ongoing projects by the Authority;
 - 4. During the construction associated with any assigned Work Order, Contractor shall coordinate Work Order tasks with other projects in order to minimize interference with the Authority's current customers; and

5. Authority may suffer financial loss if the services are not completed within the time periods set forth in a Work Order, or any extensions thereof.
- D. Contractor has familiarized itself with the nature and extent of the Agreement, services expected to be performed under the Agreement, and federal, state and local laws, statutes, rules, regulations, ordinances, orders and decisions, that may affect Contractor's performance of the Agreement.
- E. Contractor has reviewed the Agreement (including its Exhibits) and all available information and data shown or indicated in the Agreement and has given the Authority written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in the Agreement or information or data, and the written resolution thereof by the Authority is acceptable to Contractor.
- F. Contractor shall obtain and review all information and data that relates to assigned Work Orders or which Contractor may reasonably anticipate may affect cost, scheduling, progress, performance or furnishing of any Scope of Services, including, but not limited to, information and data indicated in the Agreement or related to work under separate contracts, to the extent such work may interface with Contractor's services provided pursuant to the Agreement.
- G. Contractor recognizes and acknowledges that the time for the performance of each Work Order is of the essence in the Agreement.

SECTION 11. SUSPENSION OF PROJECT – EXTRA SERVICES

- A. The Authority shall have the absolute right to terminate or suspend any Work Order, or amend any Work Order upon mutual agreement, at any time and for any reason upon reasonable notice, and such action on its part shall not be deemed a default or breach of

the Agreement. Suspensions or termination of a Work Order by the Authority, and amendments to any Work Order, shall be in writing.

- B. If Contractor is of the opinion that any service the Authority directs it to perform substantially increases the services of Contractor beyond the original Scope of Services of the Work Order (“Extra Services”), Contractor shall, within ten (10) days of such direction, notify the Authority in writing of this opinion. The Authority shall, within twenty (20) days after receipt of such notification, fairly judge as to whether or not such service in fact increases the services of Contractor beyond the Scope of Services in the Agreement and constitutes Extra Services. If the Authority determines such service does constitute Extra Services, it shall provide extra compensation to Contractor negotiated by the Authority and Contractor based upon the provisions of Section 6 above.
- C. In the event a Work Order project is entirely or partly suspended, delayed, or otherwise hindered by any cause whatsoever, Contractor shall make no claims for additional compensation or damages owing to such suspensions, delays or hindrances. Such suspensions, delays or hindrances may only be compensated for by an extension of time, as the Authority may decide however such extension shall not operate as a waiver of any other rights of the Authority. Upon resumption of the Work Order, Contractor shall resume its service until the Scope of Services is completed in accordance with the Work Order, and the time for completion of the services, which were suspended, shall be extended for the duration of the suspension.
- D. If, in the opinion of the Authority, the progress of an assigned Work Order during any period is substantially less than the amount that is necessary to meet the project schedule, the Authority may require Contractor to take whatever action is necessary, in the opinion

of the Authority, to put the Work Order back on schedule. Such action shall not constitute Extra Services unless the delays were caused by circumstances beyond the control of Contractor or its agents, employees or subcontractors.

- E. In the event of claims by others against the Authority in connection with work being conducted under a Work Order, the Contractor shall provide to the Authority such technical assistance that the Authority may request. Such assistance shall constitute Extra Services, unless such claims are caused by the failure of Contractor, its agents, employees, or subcontractors to comply with the terms and conditions of the Agreement or otherwise perform their duties under this Agreement or a Work Order.
- E. If Authority requires Contractor to assist with an audit of a Work Order's costs, such assistance shall not be considered Extra Services.

SECTION 12. SUBCONTRACTORS

Contractor shall not subcontract, assign, or transfer the Agreement or any work specifically authorized in the Agreement without the prior written consent of the Authority, which consent may be withheld in the Authority's sole discretion. Contractor shall be solely responsible for the employment, direction, supervision, compensation and control of any and all subcontractors, contractors, experts or other persons employed by Contractor. Contractor shall cause all subcontractors, contractors, experts or other persons employed by Contractor to abide by the terms and conditions of the Agreement and all applicable law as their work or services affect the Authority. Contractor shall not permit any subcontractor, supplier or other person or organization to perform work or services unless such subcontractor, supplier or other person or organization has complied with the workers' compensation insurance requirements contained in

Section 14 herein. Nothing in this Agreement shall be construed to create, or be implied to create, any relationship between the Authority and any subcontractor of the Contractor.

SECTION 13. INDEPENDENT CONTRACTOR

Neither the Authority nor any of its employees shall have any control over the conduct of Contractor or any of Contractor's employees, subcontractors or agents, except as herein set forth, and Contractor expressly warrants not to represent at any time or in any manner that Contractor or Contractor's agents, subcontractors or employees are in any manner agents, subcontractors or employees of the Authority. It is understood and agreed that Contractor is, and shall at all times remain as to the Authority, a wholly independent contractor and that Contractor's obligations to the Authority are solely as prescribed by the Agreement.

SECTION 14. INSURANCE

- A. The Contractor must maintain during the entire term of this Agreement, insurance in the following kinds and amounts with a company or companies authorized to do business in the State of Florida and shall not commence work under this Agreement until the Authority has received an acceptable certificate of insurance showing evidence of such coverage.
- B. The amounts and types of insurance shall be appropriate for the services being performed by the Contractor, its employees or agents and must conform to the following minimum requirements:
 - 1. Workers Compensation. Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
 - a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
 - b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

2. Commercial or Comprehensive General Liability. Coverage must include:
 - a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage.
 - b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement, broad form property damage, explosion, collapse, and underground hazard coverage and independent contractor's coverage.
 - c. Additional Insured. Authority is to be specifically included as an additional insured.
 - d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

3. Comprehensive Automobile Liability. Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
 - a. \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
 - b. Owned Vehicle.
 - c. Hired and Non-Owned Vehicles.
 - d. Employee Non-Ownership.
 - e. Additional Insured. Authority is to be specifically included as additional insured.
 - f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

- C. Contractor must deliver to the Authority Certificates of Insurance evidencing the insurance coverage specified in this Section 14 prior to commencing work under the Agreement. The required Certificates of Insurance not only shall name types of policies provided but also shall refer specifically to the Agreement.

- D. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the Authority, licensed to do business in the State of Florida and with a resident agent designated for the service of process. Contractor shall provide the Authority with

financial information concerning any self-insurance fund insuring Contractor. At the Authority's option, Self-Insurance Fund financial information may be waived.

- E. All the policies of insurance so required of Contractor, except workers compensation, shall be endorsed to include as additional insureds: the Authority, its directors, officers, employees and agents. Such insurance policies shall include or be endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance, which might be applicable to any loss, the insurance required of Contractor shall be considered primary, and all other insurance shall be considered excess. The cross liability clause does not increase the limits of liability or aggregate limits of the policy.
- F. Deductible and self-insured retention amounts shall be subject to approval by the Authority, which approval shall not be unreasonably withheld. Contractor is responsible for the amount of any deductibles or self-insured retentions.
- G. Approval of the insurance by the Authority shall not relieve or decrease the liability of Contractor hereunder. Contractor acknowledges and agrees the Authority does not in any way represent the insurance (or the limits of insurance) specified in this Section 14 is sufficient or adequate to protect Contractor's interests or liabilities, but are merely minimums.
- H. All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the Authority and Contractor by certified mail. Contractor shall give notice to the Authority within twenty-four (24)

hours of any oral or written notice of adverse change, non-renewal or cancellation. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

- I. All insurance required hereunder shall remain in full force and effect until final payment and at all times thereafter when Contractor may be observing the correction, removal or replacement of defective work.
- J. Contractor shall, upon request by the Authority, deliver to the Authority a copy of each insurance policy purchased by Contractor.
- K. All policies, except for workers' compensation, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of subrogation against the Authority, its contractors, directors, officers, employees, representatives or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Contractor or Contractor's insurance carriers.
- L. The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of the Contractor's obligations under the Agreement, including any indemnity or hold harmless provision.
- M. Contractor shall require each of its subcontractors, suppliers and other persons or organizations working for Contractor to procure and maintain, until the completion of that party's work or services, insurance of the types and in the coverage amounts required to be carried by Contractor in the Agreement unless the Authority agrees, in writing, to other types of coverage and/or lower coverage amounts. Contractor shall be responsible for ensuring all of its subcontractors, suppliers and other persons or organizations working for Contractor in connection with the Project comply with all of the insurance

requirements contained herein relative to each such party. The Contractor must obtain certificates of insurance from any subcontractor otherwise the Contractor must provide evidence satisfactory to the Authority that coverage is afforded to the subcontractor or by the Contractor's insurance policies.

SECTION 15. INDEMNIFICATION OF THE AUTHORITY

Contractor agrees to indemnify and hold harmless the Authority, and its directors, officers and employees from liabilities, damages, losses, and costs, either at law or in equity, including but not limited to, reasonable attorney fees and costs and attorney fees and costs on appeal, as a result of any negligent or reckless act or omission or any intentional wrongful conduct of Contractor and other persons employed or utilized by the Contractor in performance of the Agreement. The execution of the Agreement by Contractor shall obligate Contractor to comply with the foregoing indemnification provision; however, the obligations of insuring this indemnification must also be complied with as set forth in Section 14 herein.

SECTION 16. TERM OF AGREEMENT

The term of this Agreement is three (3) years from the Effective Date, unless terminated pursuant to the provisions of this Agreement. This Agreement may be extended for up to two (2) additional one (1) year periods upon mutual written agreement of both parties. All Work Orders must be completed within the five (5) year term, unless the Work Order is unavoidably delayed. A Work Order may not be issued for work that exceeds the Agreement's expiration date.

SECTION 17. TERMINATION OF AGREEMENT BY THE AUTHORITY/SURVIVAL

A. The Agreement may be terminated by the Authority, with or without cause, upon ten (10) days written notice to the Contractor. Termination will be effective on the date provided in the notice. In the event of termination under this Section 17, the Contractor shall be

entitled to compensation for all services provided to the Authority up to the date of termination, which are within the Scope of Services, documented in the Work Order, and are allowed under this Agreement. If the Agreement is so terminated, Contractor must promptly deliver to the Authority copies of all then completed deliverable items and all tracings, drawings, survey notes and other documents that directly support the deliverables prepared by Contractor.

B. In the event the Agreement is terminated by Authority or Contractor, the duties and obligations of Contractor under the following provisions shall survive termination and continue in full force and effect:

1. Section 3(G) and 11(F), regarding Audits;
2. Section 8, regarding Documents and Data;
3. Section 15, regarding Indemnification of the Authority;
4. Section 17, regarding Termination of Agreement by the Authority/Survival;
5. Section 18, regarding Default/Remedies;
6. Section 25, regarding Dispute Resolution; and
7. Section 26, regarding Controlling Law/Attorney Fees.

SECTION 18. DEFAULT/REMEDIES

A. Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. In addition, the initiation, either by Contractor or against Contractor, of proceedings in bankruptcy, or other

proceedings for relief under any law for the relief of debtors, or Contractor becoming insolvent, admitting in writing its inability to pay its debts as they mature or making an assignment for the benefit of creditors shall constitute a default by Contractor entitling the Authority to terminate this Agreement as set forth above. The parties agree that this Agreement is an executory contract. If, after termination by the Authority, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Authority. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

- B. Unless specifically waived by the Authority, the Contractor's failure to timely comply with any obligation in this Agreement or Work Order shall be deemed a breach of this Agreement and the expenses and costs incurred by the Authority, including attorney fees and costs and attorney fees and costs on appeal, due to said breach shall be borne by the Contractor. Additionally, the Authority shall not be limited by the above but may avail itself of any and all remedies under Florida law for any breach of this Agreement. The Authority's waiver of any of the Contractor's obligations shall not be construed as the Authority's waiver of any other obligations of the Contractor.

SECTION 19. SEVERABILITY

In the event any provision of the Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of the Agreement or such other appropriate actions as shall, to the maximum extent practicable in the light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of the

Agreement, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

SECTION 20. PROHIBITION AGAINST CONTINGENCY FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Authority shall have the right to terminate the Agreement without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 21. TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT

- A. Contractor certifies that wage rates and other factual unit costs included in the Fee Schedule are accurate, complete and current at the time of contracting. The original Agreement Fee Schedule, Work Order price and any additions thereto shall be adjusted to exclude any significant sums by which the Authority determines the Agreement Fee Schedule or Work Order price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Any such adjustments will be made within one (1) year following the end of this Agreement.
- B. Pursuant to Subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity

for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By signing this Agreement, Contractor warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past thirty-six (36) months. Contractor further agrees to notify the Authority if placement on either of these lists occurs.

SECTION 22. SUCCESSORS AND ASSIGNS

Except as otherwise provided in this Agreement, Contractor may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Authority.

SECTION 23. FORCE MAJEURE

Contractor is not responsible for damages or delay in performance caused by acts of God, strikes, lock-outs, accidents, or other events beyond control of Contractor. In any such event, Contractor's contract price and schedule shall be equitably adjusted.

SECTION 24. NO THIRD PARTY BENEFICIARY

Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

SECTION 25. DISPUTE RESOLUTION

In the event any dispute or disagreement arises during the course of the Work Order, the Contractor shall fully perform the Work Order in accordance with the Authority's written instructions and may claim additional compensation. The Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment or other proposed dispute resolution to the Authority's Executive Director no later than ten (10) days after the precipitating event. The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options. No services shall be delayed or postponed pending resolution of any disputes or disagreements.

SECTION 26. CONTROLLING LAW/ATTORNEY FEE

- A. The Agreement is to be governed by the laws of the State of Florida. The sole and exclusive venue for any litigation resulting out of the Agreement shall be in Manatee County, Florida, and if in federal court, shall be exclusively in the Middle District of Florida, Tampa Division.
- B. Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under Section 768.28, Florida Statutes. This paragraph does not constitute a waiver of the Authority's

sovereign immunity or extend the Authority's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 27. CONFLICTING EMPLOYMENT

Contractor certifies that it does not at the time of execution of this Agreement have any retainer or employment agreement, oral or written, with any third party that directly conflicts with any interest or position of the Authority relating to the services provided by the Contractor under this Agreement. The Contractor further agrees that it shall not accept during the term of this Agreement any retainer or employment from a third party whose interests are in direct conflict with those of the Authority regarding the services being performed under this Agreement. In the event the Contractor is faced with an employment opportunity that appears to be a direct conflict with the services the Contractor is performing under this Agreement, the Contractor shall provide the Authority with notice of the employment opportunity. If the Authority determines that the employment would be a direct conflict with the services the Contractor is performing under this Agreement, the Contractor and the Authority shall have the opportunity to decide whether or not the Contractor will decline the employment opportunity or will accept the employment opportunity and terminate this Agreement.

SECTION 28. NOTICES

Any notices or other writings permitted or required to be delivered under the provisions of the Agreement must be in writing and shall be delivered by sending the notice by personal delivery, U.S. regular mail, U.S. express mail or by U.S. certified mail, return receipt requested, in any event with sufficient postage affixed, and addressed as follows:

If to the Authority: Peace River Manasota Regional Water Supply Authority
 9415 Town Center Parkway
 Lakewood Ranch, Florida 34202
 Attention: Patrick J. Lehman, Executive Director

If to the Contractor:

Either party may change said address by notice in writing to the other party in the manner herein provided.

SECTION 29. EXTENT OF AGREEMENT

- A. The Agreement represents the entire and integrated agreement between the Authority and Contractor and supersedes all prior negotiations, representations or agreement, either written or oral for services under a blanket agreement of this nature. This Agreement in no way is connected with nor affects separate agreement(s) arrived at through formal solicitation for professional services associated with large, dedicated capital improvement projects as may be awarded by the Authority Board of Directors.
- B. Except as is provided for in Section 11 hereof, the Agreement may only be amended, supplemented, modified, changed or cancelled by a written instrument duly executed by both parties.
- C. Contractor shall cooperate with the Authority in making any reasonable changes to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the day and year written above.

ATTEST: **PEACE RIVER MANASOTA**
REGIONAL WATER SUPPLY AUTHORITY

BY: _____
Patrick J. Lehman, P.E. Date
Executive Director

WITNESS: **CONTRACTOR**

Owner/Representative Date

PREPARED BY:

Douglas Manson
General Counsel for
Peace River Manasota
Regional Water Supply Authority

EXHIBIT A
Contractor Fee Schedule

EXHIBIT B
Certificates of Insurance

As Needed Construction Services
 Water Mainline Repairs and Replacements Construction for 2011
 Tabulation Sheet

Line #	CONTRACTOR	Criteria					TOTAL (100 points)
		1 (30 points)	2 (25 points)	3 (25 points)	4 (10 points)	5 (10 points)	
1	Forsberg	25	23	23	10	10	091
2	Garney	30	25	20	10	6	091
3	Westra	25	23	20	9	10	087
4	Woodruff & Sons	25	23	20	9	10	087

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- Criteria:
- 1 Contractor Qualifications and Experience
 - 2 Contractor Resources & Equipment
 - 3 Contractor Prices
 - 4 Contractor References
 - 5 Contractor Office within 4-County service area or proximity thereto

Member Signatures:

Mike Coates
 Mike Coates, Deputy Director (PRMRWSA)

Richard Anderson
 Richard Anderson, System Operations Manager (PRMRWSA)

Tom Jobbs
 Tom Jobbs, Construction Manager (PRMRWSA)

Kevin Morris
 Kevin Morris, Science & Technology Officer

Ford Ritz
 Ford Ritz, Project Engineer

All 4 to bond

4 Received

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2016

CONSENT AGENDA
ITEM 11

Approve Firm for As-Needed Construction Services - 'Electrical'

Recommended Action -

Motion to approve recommended listed firm and authorize Executive Director to execute Agreement for 'As-Needed Construction Services – Electrical' with the respective firm contingent on review of contract documents by the General Counsel.

The Authority's existing As-Needed Construction Services contracts will expire in February 2017. Request for Proposals (RFP's) were advertised in accordance with the Authority's Procurement Policy and one (1) Proposal was received by the October 17, 2016 deadline. These as-needed services are utilized for maintenance and repair of plant electrical such as motor control centers and circuits, switchgear, and lighting.

Staff recommends the Authority Board of Directors approve the recommended listed firm below for award of Agreement for 'As-Needed Construction Services - Electrical' and authorize the Executive Director to execute Agreement with the respective firm contingent on review of contract required documents by Authority General Counsel. Proposed contracts have a three year initial term with up to two additional one year extensions. Authorization limits in the Agreement are up to \$100,000 per Work Order with approval of the Executive Director and up to \$300,000 if approved by the Board.

Firms (listed alphabetically)	Location
J.H. Ham Engineering, Inc.	

Budget Action: None

Attachments

Tab a Staff Memorandum, Contract form and Evaluation Committee Ranking. See appendix –back of board book for: Request for Proposals, Proposal Information Packet, and all Proposals.

TAB A
Staff Memorandum, Contract Form, and Evaluation Committee Ranking Sheet

MEMORANDUM

DATE: December 7, 2016

TO: Patrick Lehman, Executive Director

FROM: Chris Rogers, Project Manager

RE: Consultant Selection for 'As-Needed Construction Services - Electrical'

Recommendation

Staff recommends that the short-list below be approved by the Board for award of an Agreement (Contracts) for 'As-Needed Construction Services - Electrical' with the Authority. The term of the Agreement is three years, with up to two additional one-year extensions by mutual consent. Spending limits established in the Agreements are up to \$100,000 per Work Order by approval of the Executive Director, and up to \$300,000 with approval of the Authority Board.

Short Listed Firm	Office Location
J.H. Ham Engineering Inc.	Lakeland

Background

The Authority has need to retain qualified electrical contractors for repair and maintenance work on motor control centers and circuits, switchgear, and lighting. Assignments will typically be work contemplated in the Authority's budget for Repair/Maintenance, R&R projects, or for emergency repairs.

The Agreement (Contract) for As-Needed Construction Services is attached and has been approved as-to-form by the Authority General Counsel. Key provisions of the Agreement are as follows:

- Executive Director approval of individual work authorizations up to \$100,000. Board consideration/approval would be required for individual work authorizations in excess of this amount.
- Establishes a maximum of \$300,000 per individual work authorizations under the Agreement.
- Assignments under this Agreement are restricted to projects with estimated construction costs less than \$2,000,000.
- Agreement provides a 3-year initial term, with two – one year extensions if mutually agreeable.

On September 14, 2016 the Authority issued a Request for Competitive Proposals (RFP's) for 'As-Needed Construction Services - Electrical'. The request was made in accordance with

Section 3.1.2 of the Authority Procurement Policy. One (1) Proposal was timely received by the October 17, 2016 submittal deadline, and the received proposal conformed to published submittal requirements. The submitting firm is listed.

Firm Submitting Proposal	Office Location
J.H. Ham Engineering Inc.	Lakeland

The Proposal was reviewed and evaluated and discussed by a four-member Proposal Review Committee at a public meeting held on October 31, 2016 at the Peace River Facility. Review criteria included: (1) Qualifications & Experience, (2) Resources and Equipment, (3) Prices, (4) References, and (5) Office within 4-County Service Area or Proximity thereto.

Based on this evaluation the firm listed below is recommended for Board approval of an Agreement for 'As-Needed Construction Services - Electrical'.

Recommended Firm	Office Location
J.H. Ham Engineering Inc.	Lakeland

Copies of the following are enclosed:

- 1) Request for Competitive Proposals
- 2) Information Package for As-Needed Construction Services
- 3) Evaluation Committee Proposal Review Form
- 4) Contract form for As-Needed Construction Services
- 5) Proposal from the submitting firm

**AGREEMENT FOR AS-NEEDED CONSTRUCTION SERVICES - ELECTRICAL
BETWEEN THE PEACE RIVER MANASOTA REGIONAL WATER SUPPLY
AUTHORITY AND _____**

The Agreement is made this ____ day of _____, 2016 (“Effective Date”) between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an independent special district created pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, acting by and through its governing Board of Directors, hereinafter referred to as the “Authority” whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202 and _____, hereinafter referred to as “Contractor” whose address is _____.

WHEREAS, the Authority provides certain governmental services and owns and operates a regional public water supply and delivery system, develops new drinking water supplies, transmission pipelines, and water treatment and storage facilities and must comply with various state and federal regulations; and

WHEREAS, the Authority desires to retain a contractor to provide as-needed construction services associated with Electrical Work, with work assigned on a project specific basis; and

WHEREAS, the Authority has selected Contractor in accordance with the Authority’s Procurement Policy; and

WHEREAS, Contractor desires to render as-needed construction services to the Authority, and has the experience, staff, equipment and resources to perform those services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

The following terms as used in the Agreement shall have the following meanings:

- A. “Agreement” – This written document and the Agreement Documents set forth in Section 7 hereof, as it may be amended from time to time.
- B. “As-Needed Construction Services - Electrical” – Services associated with Electrical Work to be provided by the Contractor from time-to-time on a project specific basis.
- C. “Fee Schedule” – Schedule showing billing rates for Contractor’s various personnel classifications, equipment and specific tasks that serves as a basis for budget development on tasks within the Scope of Services, and which is included as “Exhibit A” in the Agreement.
- D. “Scope of Services” – Specific tasks and duties to be conducted by Contractor within a pre-determined timeframe for a specified fee to meet a defined objective, collectively comprising a Work Order and also known as the “Project”.
- E. “System” – All real property, interest in real property, fixtures, personal property, wells, buildings, treatment systems, pumps, pipelines, storage facilities, reservoirs, aquifer storage and recovery facilities and appurtenant or associated facilities of the Authority used in the storage, treatment and delivery of water to Authority customers.
- F. “Submittal” – Drawings, maps, tests, samples, applications, progress schedules and other schedules, progress reports and other reports, and any other documents required for submission by the Agreement.
- G. “Work Order” – An individual work assignment to be conducted by Contractor at the direction of the Authority, consisting of single or multiple tasks completed within a pre-

determined timeframe for a pre-approved fee, including a Scope of Services, which is also known as the “Project”.

SECTION 2. ENGAGEMENT OF CONTRACTOR

The Authority hereby agrees to engage Contractor, and Contractor hereby agrees to perform ‘As-Needed Construction Services – Electrical’ as directed by the Authority. This Agreement will be used for limited new construction, maintenance and rehabilitation work and emergency repairs. This Agreement will not preclude Contractor from competing for other Authority projects when they are publically bid. Key personnel and subcontractors shall not be assigned to or removed from the Project by Contractor without the prior written approval of the Authority. Both parties agree that replacement of key personnel and subcontractors must be with equal or more qualified persons, and must be approved by the Authority before a new member works on a Project. Notwithstanding, the Authority and Contractor may assign other individuals to serve as a key personnel for particular Work Orders.

SECTION 3. WORK ORDERS, SCOPE OF SERVICES AND THE CONTRACTOR’S RESPONSIBILITY

For each Work Order assigned to the Contractor, the Authority and Contractor shall develop a Scope of Services that will include the project objective, project tasks, staffing, performance schedule and estimated costs required to complete the Work Order. Contractor shall proceed and furnish these services upon authorization by the Authority. Any modification to a Work Order, including a change to the Scope of Services, must be approved in writing by the Authority. In addition to the services set forth in individual Work Orders, the Contractor shall perform the following:

- A. Contractor shall secure at its own expense, all personnel, facilities, and equipment required to perform the services necessary to complete each Work Order.
- B. Contractor shall maintain an adequate and competent professional staff appropriately certified/licensed and operating within the State of Florida.
- C. Contractor shall designate in writing a single representative with whom the Authority shall coordinate project work. This representative shall have the authority to transmit instructions, receive information, and interpret and deliver Contractor's policies, opinions and decisions related to each assigned Work Order.
- D. Contractor shall secure all licenses or permits required by law for the completion of assigned Work Orders and shall be in compliance with all federal, state and local law, statutes, rules, regulations, ordinances, orders and decisions in effect at the time of the execution of the Agreement and during the time of performance of a Work Order.
- E. Contractor shall, at all times, keep the Authority advised as to the status of each Work Order including, but not limited to, the progress on individual tasks within the Scope of Services. The Authority and its authorized representatives shall have the right to visit any work site and the office of Contractor at any reasonable time for purposes of inspection.
- F. Contractor shall cooperate with other contractors, construction contractors, and suppliers retained by the Authority as needed.
- G. The Authority shall have the right during the three (3) year period following the expiration or termination of the Agreement to audit Contractor with regard to any financial matters in connection with the services provided under this Agreement. The requested audit shall be performed by a certified public accountant selected and paid for by the Authority. Contractor shall make all documents and data available to the Authority

or its designated auditor. Contractor may have the audit reviewed by Contractor's auditor at Contractor's expense.

- H. Work Orders issued in accordance with this Agreement are limited to projects in which the estimated construction cost of each individual project under the contract does not exceed \$2 million and for a study activity if the fee for professional services for each individual study under this Agreement does not exceed \$300,000.
- I. If applicable, any list of items required to render complete, satisfactory, and acceptable the construction services provided by the Authority for a Work Order must be completed pursuant to Section 218.735, Florida Statutes, as amended.

SECTION 4. THE AUTHORITY'S RESPONSIBILITY

Except as otherwise provided in individual Work Orders, the Authority's responsibilities are as follows:

- A. To designate the Authority's Executive Director to act on the Authority's behalf with respect to the assigned Work Orders. The Executive Director shall have complete authority to issue a Work Order up to and including \$100,000, or another amount as provided in the Procurement Policy, as subsequently amended; transmit instructions; receive information; approve invoices and authorize payments thereon; and interpret and define Authority's policies and decisions with respect to materials, elements, subcontractors, key personnel and systems pertinent to Contractor's services. Notwithstanding, this subsection A. may not be amended by a Work Order.
- B. To provide, within a reasonable time from request of Contractor existing data, plans, reports and other information in the Authority's possession or under the Authority's

control that are necessary or may be helpful to Contractor in performance of their duties, and to provide full information regarding requirements of the Work Orders, including objectives, budget constraints, criteria and other pertinent requirements.

- C. To furnish required information and services and render approvals and decisions as expeditiously as necessary for the orderly progress of Contractor's services.
- D. If applicable, the Authority will develop any list of items required to render complete, satisfactory, and acceptable the construction services provided pursuant to Section 218.735, Florida Statutes, as amended.

SECTION 5. TIME OF PERFORMANCE

Contractor shall commence work on a Work Order upon receipt of a Notice to Proceed and shall satisfactorily complete the services in the Scope of Services for the Work Order within the established project schedule.

SECTION 6. COMPENSATION

The Authority agrees to pay the Contractor for work performed under a Work Order in accordance with the Local Government Prompt Payment Act, Part VII, Florida Statutes, upon receipt of a proper invoice and as follows:

- A. Compensation for each Work Order shall be established based on the Fee Schedules in Exhibit "A", and tasks included in the Scope of Services. Individual tasks in a Scope of Services may be compensated as either lump-sum or time-and-materials as negotiated between Contractor and the Authority and provided for in the Scope of Services. Final payments in all cases will be subject to successful completion of a Work Order and the Authority's acceptance of tasks and project schedule, in accordance with the terms of this Agreement and the Work Order. The Fee Schedules in Exhibit "A" will be used for the

initial contract term as defined as year 1, year 2, and year 3. If the Agreement is extended in accordance with Section 16, the Fee Schedules may be adjusted for each extension upon written approval by the Executive Director.

- B. The fair and reasonable expenses of the Contractor necessarily incurred in the performance of the duties herein described and agreed to by the Authority shall, upon proper invoice and detail, be paid by the Authority, at actual cost with no mark-up.
- C. Contractor shall prepare and submit to the Authority's Executive Director for approval monthly invoices for the services rendered and expenses incurred pursuant to completion of each Work Order. All invoices shall be on a calendar month basis. Invoices must be submitted to the Executive Director by the 20th day of the month for work completed the previous month. Payment shall be made in accordance with paragraph A from the date when it is stamped as received by the Authority unless payment is not approved by the Executive Director pursuant to paragraph D. All invoices shall be accompanied by a report identifying the nature and progress of the services performed and in a format approved by the Executive Director.
- D. The Authority reserves the right to withhold payment to Contractor for failure to perform services in accordance with the provisions of the Agreement and Work Order and the Authority shall promptly notify Contractor if any invoice or report is found to be unacceptable and will specify the reasons therefore.
- E. Contractor shall have the right to suspend services under the Agreement if an invoice becomes delinquent. "Delinquent" shall be defined as an invoice not being paid within sixty (60) days from receipt thereof by the Authority. Contractor's right to suspend

services does not become effective if the Authority has withheld payment of an invoice for cause.

- F. Disputes regarding a monthly invoice and/or report shall be resolved pursuant to Section 218.76(2), Florida Statutes, as may be amended.
- G. The Authority may, in addition to other remedies available at law or equity, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the Authority. The Authority may set off any liability or other obligation of the Contractor or its affiliates to the Authority against any payments due the Contractor under any agreement with the Authority.

SECTION 7. AGREEMENT DOCUMENTS

The following documents are attached or incorporated herein by reference and made a part of this Agreement:

- A. Contractors October 17, 2016 Competitive Proposal,
- B. Fee Schedules, attached hereto as Exhibit "A",
- C. Certificate of Insurance, attached hereto as Exhibit "B ", and
- D. Any written amendments, modifications, Work Orders or addenda to the Agreement.

In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "A", as they may be amended, and then Work Orders.

SECTION 8. DOCUMENTS AND DATA

- A. The Authority and the Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law). Each party shall allow public access to Project

documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, Florida Statutes. The Contractor shall (1) keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (941) 316-1776; ALEE@REGIONALWATER.ORG; OR 9415 TOWN CENTER PARKWAY, LAKEWOOD RANCH, FLORIDA 34202.**

- B. Copies of all technical data and working papers regarding any Work Order shall be made available to the Authority in accordance with Section 3, Paragraph D.
- C. All tracings, plans, specifications, maps, plats, evaluations, reports and technical data including working papers prepared or obtained under the Agreement, shall become the property of the Authority without restriction or limitation of use, and shall be made

available, upon request, to the Authority at any reasonable time. Contractor may retain copies thereof for their files and internal use.

- D. All final plans, contract documents and/or such other documents that are required by Florida Law to be endorsed and are prepared by Contractor in connection with a Work Order shall bear the certification of a person in the full employment of Contractor or duly retained by Contractor and duly licensed and with current registration in the State of Florida in the appropriate professional category.
- E. For a period of five (5) years after the completion of the work orders, Contractor agrees to provide the Authority with copies of any additional materials in their possession resulting from the performance of the Agreement.

SECTION 9. STANDARD OF PERFORMANCE

Contractor shall perform and complete all assigned Work Orders in a timely manner and in accordance with the standard of care, skill and diligence customarily provided by an experienced professional organization rendering the same services, and in accordance with sound principles and practices. The Authority shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services called for hereunder, or the character, quality, amount, or value thereof. The decision of the Authority upon all such claims, questions, or disputes shall be reasonable and in adherence with sound principles and practices applicable to the contracted services.

SECTION 10. CONTRACTOR'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Contractor acknowledges and explicitly represents to the Authority the following:

- A. Contractor is duly authorized to conduct business in the State of Florida.

- B. In connection with the work to be performed under the Agreement, Contractor will abide by and assist the Authority in satisfying all applicable federal, state and local laws, rules, regulations and guidelines (including but not limited to the Americans with Disabilities Act) relative to performance under this Agreement. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin. Contractor will obtain and maintain all permits and licenses necessary for its performance under this Agreement.
- C. Contractor recognizes that:
1. Authority is contractually obligated to furnish potable water to the Authority's customers who have an immediate need for such water;
 2. Work Orders assigned herein may interface with work performed by others;
 3. Utilization of the services under the Agreement for the purposes intended may require that Contractor coordinate the Project with other ongoing projects by the Authority;
 4. During the construction associated with any assigned Work Order, Contractor shall coordinate Work Order tasks with other projects in order to minimize interference with the Authority's current customers; and
 5. Authority may suffer financial loss if the services are not completed within the time periods set forth in a Work Order, or any extensions thereof.
- D. Contractor has familiarized itself with the nature and extent of the Agreement, services expected to be performed under the Agreement, and federal, state and local laws, statutes, rules, regulations, ordinances, orders and decisions, that may affect Contractor's performance of the Agreement.

- E. Contractor has reviewed the Agreement (including its Exhibits) and all available information and data shown or indicated in the Agreement and has given the Authority written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in the Agreement or information or data, and the written resolution thereof by the Authority is acceptable to Contractor.
- F. Contractor shall obtain and review all information and data that relates to assigned Work Orders or which Contractor may reasonably anticipate may affect cost, scheduling, progress, performance or furnishing of any Scope of Services, including, but not limited to, information and data indicated in the Agreement or related to work under separate contracts, to the extent such work may interface with Contractor's services provided pursuant to the Agreement.
- G. Contractor recognizes and acknowledges that the time for the performance of each Work Order is of the essence in the Agreement.

SECTION 11. SUSPENSION OF PROJECT – EXTRA SERVICES

- A. The Authority shall have the absolute right to terminate or suspend any Work Order, or amend any Work Order upon mutual agreement, at any time and for any reason upon reasonable notice, and such action on its part shall not be deemed a default or breach of the Agreement. Suspensions or termination of a Work Order by the Authority, and amendments to any Work Order, shall be in writing.
- B. If Contractor is of the opinion that any service the Authority directs it to perform substantially increases the services of Contractor beyond the original Scope of Services of the Work Order ("Extra Services"), Contractor shall, within ten (10) days of such direction, notify the Authority in writing of this opinion. The Authority shall, within

twenty (20) days after receipt of such notification, fairly judge as to whether or not such service in fact increases the services of Contractor beyond the Scope of Services in the Agreement and constitutes Extra Services. If the Authority determines such service does constitute Extra Services, it shall provide extra compensation to Contractor negotiated by the Authority and Contractor based upon the provisions of Section 6 above.

- C. In the event a Work Order project is entirely or partly suspended, delayed, or otherwise hindered by any cause whatsoever, Contractor shall make no claims for additional compensation or damages owing to such suspensions, delays or hindrances. Such suspensions, delays or hindrances may only be compensated for by an extension of time, as the Authority may decide however such extension shall not operate as a waiver of any other rights of the Authority. Upon resumption of the Work Order, Contractor shall resume its service until the Scope of Services is completed in accordance with the Work Order, and the time for completion of the services, which were suspended, shall be extended for the duration of the suspension.
- D. If, in the opinion of the Authority, the progress of an assigned Work Order during any period is substantially less than the amount that is necessary to meet the project schedule, the Authority may require Contractor to take whatever action is necessary, in the opinion of the Authority, to put the Work Order back on schedule. Such action shall not constitute Extra Services unless the delays were caused by circumstances beyond the control of Contractor or its agents, employees or subcontractors.
- E. In the event of claims by others against the Authority in connection with work being conducted under a Work Order, the Contractor shall provide to the Authority such technical assistance that the Authority may request. Such assistance shall constitute

Extra Services, unless such claims are caused by the failure of Contractor, its agents, employees, or subcontractors to comply with the terms and conditions of the Agreement or otherwise perform their duties under this Agreement or a Work Order.

- E. If Authority requires Contractor to assist with an audit of a Work Order's costs, such assistance shall not be considered Extra Services.

SECTION 12. SUBCONTRACTORS

Contractor shall not subcontract, assign, or transfer the Agreement or any work specifically authorized in the Agreement without the prior written consent of the Authority, which consent may be withheld in the Authority's sole discretion. Contractor shall be solely responsible for the employment, direction, supervision, compensation and control of any and all subcontractors, contractors, experts or other persons employed by Contractor. Contractor shall cause all subcontractors, contractors, experts or other persons employed by Contractor to abide by the terms and conditions of the Agreement and all applicable law as their work or services affect the Authority. Contractor shall not permit any subcontractor, supplier or other person or organization to perform work or services unless such subcontractor, supplier or other person or organization has complied with the workers' compensation insurance requirements contained in Section 14 herein. Nothing in this Agreement shall be construed to create, or be implied to create, any relationship between the Authority and any subcontractor of the Contractor.

SECTION 13. INDEPENDENT CONTRACTOR

Neither the Authority nor any of its employees shall have any control over the conduct of Contractor or any of Contractor's employees, subcontractors or agents, except as herein set forth, and Contractor expressly warrants not to represent at any time or in any manner that Contractor or Contractor's agents, subcontractors or employees are in any manner agents, subcontractors or

employees of the Authority. It is understood and agreed that Contractor is, and shall at all times remain as to the Authority, a wholly independent contractor and that Contractor's obligations to the Authority are solely as prescribed by the Agreement.

SECTION 14. INSURANCE

- A. The Contractor must maintain during the entire term of this Agreement, insurance in the following kinds and amounts with a company or companies authorized to do business in the State of Florida and shall not commence work under this Agreement until the Authority has received an acceptable certificate of insurance showing evidence of such coverage.
- B. The amounts and types of insurance shall be appropriate for the services being performed by the Contractor, its employees or agents and must conform to the following minimum requirements:
1. Workers Compensation. Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
 - a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
 - b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
 2. Commercial or Comprehensive General Liability. Coverage must include:
 - a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage.
 - b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement, broad form property damage, explosion, collapse, and underground hazard coverage and independent contractor's coverage.
 - c. Additional Insured. Authority is to be specifically included as an additional insured.
 - d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

3. Comprehensive Automobile Liability. Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
 - a. \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
 - b. Owned Vehicle.
 - c. Hired and Non-Owned Vehicles.
 - d. Employee Non-Ownership.
 - e. Additional Insured. Authority is to be specifically included as additional insured.
 - f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

- C. Contractor must deliver to the Authority Certificates of Insurance evidencing the insurance coverage specified in this Section 14 prior to commencing work under the Agreement. The required Certificates of Insurance not only shall name types of policies provided but also shall refer specifically to the Agreement.

- D. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the Authority, licensed to do business in the State of Florida and with a resident agent designated for the service of process. Contractor shall provide the Authority with financial information concerning any self-insurance fund insuring Contractor. At the Authority's option, Self-Insurance Fund financial information may be waived.

- E. All the policies of insurance so required of Contractor, except workers compensation, shall be endorsed to include as additional insureds: the Authority, its directors, officers, employees and agents. Such insurance policies shall include or be endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance, which might be applicable to any loss, the insurance required of Contractor shall be considered

primary, and all other insurance shall be considered excess. The cross liability clause does not increase the limits of liability or aggregate limits of the policy.

- F. Deductible and self-insured retention amounts shall be subject to approval by the Authority, which approval shall not be unreasonably withheld. Contractor is responsible for the amount of any deductibles or self-insured retentions.
- G. Approval of the insurance by the Authority shall not relieve or decrease the liability of Contractor hereunder. Contractor acknowledges and agrees the Authority does not in any way represent the insurance (or the limits of insurance) specified in this Section 14 is sufficient or adequate to protect Contractor's interests or liabilities, but are merely minimums.
- H. All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the Authority and Contractor by certified mail. Contractor shall give notice to the Authority within twenty-four (24) hours of any oral or written notice of adverse change, non-renewal or cancellation. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.
- I. All insurance required hereunder shall remain in full force and effect until final payment and at all times thereafter when Contractor may be observing the correction, removal or replacement of defective work.
- J. Contractor shall, upon request by the Authority, deliver to the Authority a copy of each insurance policy purchased by Contractor.

- K. All policies, except for workers' compensation, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of subrogation against the Authority, its contractors, directors, officers, employees, representatives or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Contractor or Contractor's insurance carriers.
- L. The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of the Contractor's obligations under the Agreement, including any indemnity or hold harmless provision.
- M. Contractor shall require each of its subcontractors, suppliers and other persons or organizations working for Contractor to procure and maintain, until the completion of that party's work or services, insurance of the types and in the coverage amounts required to be carried by Contractor in the Agreement unless the Authority agrees, in writing, to other types of coverage and/or lower coverage amounts. Contractor shall be responsible for ensuring all of its subcontractors, suppliers and other persons or organizations working for Contractor in connection with the Project comply with all of the insurance requirements contained herein relative to each such party. The Contractor must obtain certificates of insurance from any subcontractor otherwise the Contractor must provide evidence satisfactory to the Authority that coverage is afforded to the subcontractor or by the Contractor's insurance policies.

SECTION 15. INDEMNIFICATION OF THE AUTHORITY

Contractor agrees to indemnify and hold harmless the Authority, and its directors, officers and employees from liabilities, damages, losses, and costs, either at law or in equity, including but not limited to, reasonable attorney fees and costs and attorney fees and costs on appeal, as a

result of any negligent or reckless act or omission or any intentional wrongful conduct of Contractor and other persons employed or utilized by the Contractor in performance of the Agreement. The execution of the Agreement by Contractor shall obligate Contractor to comply with the foregoing indemnification provision; however, the obligations of insuring this indemnification must also be complied with as set forth in Section 14 herein.

SECTION 16. TERM OF AGREEMENT

The term of this Agreement is three (3) years from the Effective Date, unless terminated pursuant to the provisions of this Agreement. This Agreement may be extended for up to two (2) additional one (1) year periods upon mutual written agreement of both parties. All Work Orders must be completed within the five (5) year term, unless the Work Order is unavoidably delayed. A Work Order may not be issued for work that exceeds the Agreement's expiration date.

SECTION 17. TERMINATION OF AGREEMENT BY THE AUTHORITY/SURVIVAL

A. The Agreement may be terminated by the Authority, with or without cause, upon ten (10) days written notice to the Contractor. Termination will be effective on the date provided in the notice. In the event of termination under this Section 17, the Contractor shall be entitled to compensation for all services provided to the Authority up to the date of termination, which are within the Scope of Services, documented in the Work Order, and are allowed under this Agreement. If the Agreement is so terminated, Contractor must promptly deliver to the Authority copies of all then completed deliverable items and all tracings, drawings, survey notes and other documents that directly support the deliverables prepared by Contractor.

B. In the event the Agreement is terminated by Authority or Contractor, the duties and obligations of Contractor under the following provisions shall survive termination and continue in full force and effect:

1. Section 3(G) and 11(F), regarding Audits;
2. Section 8, regarding Documents and Data;
3. Section 15, regarding Indemnification of the Authority;
4. Section 17, regarding Termination of Agreement by the Authority/Survival;
5. Section 18, regarding Default/Remedies;
6. Section 25, regarding Dispute Resolution; and
7. Section 26, regarding Controlling Law/Attorney Fees.

SECTION 18. DEFAULT/REMEDIES

A. Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. In addition, the initiation, either by Contractor or against Contractor, of proceedings in bankruptcy, or other proceedings for relief under any law for the relief of debtors, or Contractor becoming insolvent, admitting in writing its inability to pay its debts as they mature or making an assignment for the benefit of creditors shall constitute a default by Contractor entitling the Authority to terminate this Agreement as set forth above. The parties agree that this Agreement is an executory contract. If, after termination by the Authority, it is determined that the Contractor was not in default, or that the default was excusable, the

rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Authority. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

B. Unless specifically waived by the Authority, the Contractor's failure to timely comply with any obligation in this Agreement or Work Order shall be deemed a breach of this Agreement and the expenses and costs incurred by the Authority, including attorney fees and costs and attorney fees and costs on appeal, due to said breach shall be borne by the Contractor. Additionally, the Authority shall not be limited by the above but may avail itself of any and all remedies under Florida law for any breach of this Agreement. The Authority's waiver of any of the Contractor's obligations shall not be construed as the Authority's waiver of any other obligations of the Contractor.

SECTION 19. SEVERABILITY

In the event any provision of the Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of the Agreement or such other appropriate actions as shall, to the maximum extent practicable in the light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of the Agreement, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

SECTION 20. PROHIBITION AGAINST CONTINGENCY FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that Contractor has not paid or agreed to pay any person, company, corporation, individual or firm,

other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Authority shall have the right to terminate the Agreement without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 21. TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT

- A. Contractor certifies that wage rates and other factual unit costs included in the Fee Schedule are accurate, complete and current at the time of contracting. The original Agreement Fee Schedule, Work Order price and any additions thereto shall be adjusted to exclude any significant sums by which the Authority determines the Agreement Fee Schedule or Work Order price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Any such adjustments will be made within one (1) year following the end of this Agreement.
- B. Pursuant to Subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of thirty-six (36) months following the date of being placed on the convicted

vendor list. By signing this Agreement, Contractor warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past thirty-six (36) months. Contractor further agrees to notify the Authority if placement on either of these lists occurs.

SECTION 22. SUCCESSORS AND ASSIGNS

Except as otherwise provided in this Agreement, Contractor may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Authority.

SECTION 23. FORCE MAJEURE

Contractor is not responsible for damages or delay in performance caused by acts of God, strikes, lock-outs, accidents, or other events beyond control of Contractor. In any such event, Contractor's contract price and schedule shall be equitably adjusted.

SECTION 24. NO THIRD PARTY BENEFICIARY

Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

SECTION 25. DISPUTE RESOLUTION

In the event any dispute or disagreement arises during the course of the Work Order, the Contractor shall fully perform the Work Order in accordance with the Authority's written instructions and may claim additional compensation. The Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment or other proposed dispute resolution to the Authority's Executive Director no later than ten (10) days after the precipitating event. The

parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options. No services shall be delayed or postponed pending resolution of any disputes or disagreements.

SECTION 26. CONTROLLING LAW/ATTORNEY FEE

- A. The Agreement is to be governed by the laws of the State of Florida. The sole and exclusive venue for any litigation resulting out of the Agreement shall be in Manatee County, Florida, and if in federal court, shall be exclusively in the Middle District of Florida, Tampa Division.
- B. Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under Section 768.28, Florida Statutes. This paragraph does not constitute a waiver of the Authority's sovereign immunity or extend the Authority's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 27. CONFLICTING EMPLOYMENT

Contractor certifies that it does not at the time of execution of this Agreement have any retainer or employment agreement, oral or written, with any third party that directly conflicts with any interest or position of the Authority relating to the services provided by the Contractor under this

Agreement. The Contractor further agrees that it shall not accept during the term of this Agreement any retainer or employment from a third party whose interests are in direct conflict with those of the Authority regarding the services being performed under this Agreement. In the event the Contractor is faced with an employment opportunity that appears to be a direct conflict with the services the Contractor is performing under this Agreement, the Contractor shall provide the Authority with notice of the employment opportunity. If the Authority determines that the employment would be a direct conflict with the services the Contractor is performing under this Agreement, the Contractor and the Authority shall have the opportunity to decide whether or not the Contractor will decline the employment opportunity or will accept the employment opportunity and terminate this Agreement.

SECTION 28. NOTICES

Any notices or other writings permitted or required to be delivered under the provisions of the Agreement must be in writing and shall be delivered by sending the notice by personal delivery, U.S. regular mail, U.S. express mail or by U.S. certified mail, return receipt requested, in any event with sufficient postage affixed, and addressed as follows:

If to the Authority: Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, Florida 34202
Attention: Patrick J. Lehman, Executive Director

If to the Contractor:

Either party may change said address by notice in writing to the other party in the manner herein provided.

SECTION 29. EXTENT OF AGREEMENT

- A. The Agreement represents the entire and integrated agreement between the Authority and Contractor and supersedes all prior negotiations, representations or agreement, either written or oral for services under a blanket agreement of this nature. This Agreement in no way is connected with nor affects separate agreement(s) arrived at through formal solicitation for professional services associated with large, dedicated capital improvement projects as may be awarded by the Authority Board of Directors.
- B. Except as is provided for in Section 11 hereof, the Agreement may only be amended, supplemented, modified, changed or cancelled by a written instrument duly executed by both parties.
- C. Contractor shall cooperate with the Authority in making any reasonable changes to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the day and year written above.

ATTEST:

**PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY AUTHORITY**

BY: _____

Patrick J. Lehman, P.E. Date
Executive Director

WITNESS:

CONTRACTOR

Owner/Representative Date

PREPARED BY:

Douglas Manson
General Counsel for
Peace River Manasota
Regional Water Supply Authority

EXHIBIT A
Contractor Fee Schedule

EXHIBIT B
Certificates of Insurance

1 received

Recommended to Board

As Needed Construction Services

Electrical


Tabulation Sheet


Line #	CONTRACTOR	Criteria					TOTAL (100 points)
		1 (30 points)	2 (25 points)	3 (25 points)	4 (10 points)	5 (10 points)	
1	J.H. Ham	30	22	23	10	5	0 90


Criteria:


- 1 Contractor Qualifications and Experience
- 2 Contractor Resources & Equipment
- 3 Contractor Prices
- 4 Contractor References
- 5 Contractor Office within 4-County service area or proximity thereto

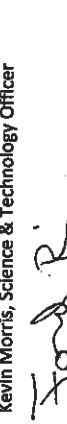
Member Signatures:


 Mike Coates, Deputy Director (PRMRWSA)


 Richard Anderson, System Operations Manager (PRMRWSA)


 Tom Debbs, Construction Manager (PRMRWSA)


 Kevin Morris, Science & Technology Officer


 Ford Ritz, Project Engineer

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2016

CONSENT AGENDA
ITEM 12

Approve Firm for ‘As-Needed Construction Services – Painting’

Recommended Action -

Motion to approve recommended listed firm and authorize Executive Director to execute Agreement for ‘As-Needed Construction Services – Painting’ with the respective firm contingent on review of contract documents by the General Counsel.

The Authority’s existing As-Needed Construction Services contracts will expire in February 2017. Request for Proposals (RFP’s) were advertised in accordance with the Authority’s Procurement Policy and one (1) Proposal conforming to submittal requirements was received by the October 17, 2016 deadline. These as-needed services are utilized for painting and industrial coating applications on Authority’s pipelines, buildings, and structures including storage tanks and other appurtenances.

Staff recommends the Authority Board of Directors approve the recommended listed firm below for award of Agreement for ‘As-Needed Construction Services - Painting’ and authorize the Executive Director to execute such Agreement with the respective firm contingent on review of contract documents by Authority General Counsel. Proposed contracts have a three year initial term with up to two additional one year extensions. Proposed spending authorization limits are up to \$100,000 per Work Order with approval of the Executive Director and up to \$300,000 if approved by the Board.

Firms (listed alphabetically)	Location
Crom Coatings, a Division of Crom, LLC	Gainesville

Budget Action: None

Attachments

Tab a Staff Memorandum, Contract Form, and Evaluation Committee Ranking Sheet. See appendix-back of board book for: Request for Proposals, Proposal Information Packet, and all Proposals.

TAB A
Staff Memorandum, Contract Form, and Evaluation Committee Ranking Sheet

MEMORANDUM

DATE: December 7, 2016
TO: Patrick Lehman, Executive Director
FROM: Chris Rogers, Project Manager
RE: Consultant Selection for 'As-Needed Construction Services – Painting'

Recommendation

Staff recommends that the short list below be approved by the Board for award of an Agreement (Contract) for 'As-Needed Construction Services – Painting' with the Authority. The term of the Agreement is three years, with up to two additional one-year extensions by mutual consent. Spending limits established in the Agreements are up to \$100,000 per Work Order by approval of the Executive Director, and up to \$300,000 with approval of the Authority

Short Listed Firm	Office Location
Crom Coatings, a Division of Crom, LLC	Gainesville

Background

The Authority has need to retain qualified painting contractors for painting and industrial coating application on Authority's pipelines, buildings, and structures including storage tanks and other appurtenances. Assignments under these contracts will typically be work contemplated in the Authority's budget for Repair/Maintenance, or R&R projects.

The Agreement (Contract) for As-Needed Construction Services is attached and has been approved as-to-form by the Authority General Counsel. Key provisions of the Agreement are as follows:

- Executive Director approval of individual work authorizations up to \$100,000. Board consideration/approval would be required for individual work authorizations in excess of this amount.
- Establishes a maximum of \$300,000 per individual work authorizations under the Agreement.
- Assignments under this Agreement are restricted to projects with estimated construction costs less than \$2,000,000.
- Agreement provides a 3-year initial term, with two – one year extensions if mutually agreeable.

On September 14, 2016 the Authority issued a Request for Competitive Proposals (RFP's) for 'As-Needed Construction Services - Painting'. The request was made in accordance with

Section 3.1.2 of the Authority Procurement Policy. One (1) Proposal was timely received by the October 17, 2016 submittal deadline, and the proposal received conformed to published submittal requirements. The submitting firm is listed.

Firm Submitting Proposal	Office Location
Crom Coatings, a Division of Crom, LLC	Gainesville

The proposal was reviewed and evaluated and discussed by a four-member Proposal Review Committee at a public meeting held on October 31, 2016 at the Peace River Facility. Review criteria included: (1) Qualifications & Experience, (2) Resources and Equipment, (3) Prices, (4) References, and (5) Office within 4-County Service Area or Proximity thereto

Based on the Proposal Review Committee evaluation, the firm listed below is recommended for Board approval of Agreements for 'As-Needed Construction Services - Painting'.

Recommended Firm	Office Location
Crom Coatings, a Division of Crom, LLC	Gainesville

Copies of the following are enclosed:

- 1) Request for Competitive Proposals
- 2) Information Package for As-Needed Construction Services
- 3) Evaluation Committee Proposal Review Form
- 4) Contract form for As-Needed Construction Services
- 5) RFP's from the one (1) recommended firm

**AGREEMENT FOR AS-NEEDED CONSTRUCTION SERVICES - PAINTING
BETWEEN THE PEACE RIVER MANASOTA REGIONAL WATER SUPPLY
AUTHORITY AND _____**

The Agreement is made this ____ day of _____, 2016 (“Effective Date”) between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an independent special district created pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, acting by and through its governing Board of Directors, hereinafter referred to as the “Authority” whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202 and _____, hereinafter referred to as “Contractor” whose address is _____.

WHEREAS, the Authority provides certain governmental services and owns and operates a regional public water supply and delivery system, develops new drinking water supplies, transmission pipelines, and water treatment and storage facilities and must comply with various state and federal regulations; and

WHEREAS, the Authority desires to retain a contractor to provide as-needed construction services associated with Painting, with work assigned on a project specific basis; and

WHEREAS, the Authority has selected Contractor in accordance with the Authority’s Procurement Policy; and

WHEREAS, Contractor desires to render as-needed construction services to the Authority, and has the experience, staff, equipment and resources to perform those services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

The following terms as used in the Agreement shall have the following meanings:

- A. “Agreement” – This written document and the Agreement Documents set forth in Section 7 hereof, as it may be amended from time to time.
- B. “As-Needed Construction Services - Painting” – Services associated with Painting & Industrial Coatings to be provided by the Contractor from time-to-time on a project specific basis.
- C. “Fee Schedule” – Schedule showing billing rates for Contractor’s various personnel classifications, equipment and specific tasks that serves as a basis for budget development on tasks within the Scope of Services, and which is included as “Exhibit A” in the Agreement.
- D. “Scope of Services” – Specific tasks and duties to be conducted by Contractor within a pre-determined timeframe for a specified fee to meet a defined objective, collectively comprising a Work Order and also known as the “Project”.
- E. “System” – All real property, interest in real property, fixtures, personal property, wells, buildings, treatment systems, pumps, pipelines, storage facilities, reservoirs, aquifer storage and recovery facilities and appurtenant or associated facilities of the Authority used in the storage, treatment and delivery of water to Authority customers.
- F. “Submittal” – Drawings, maps, tests, samples, applications, progress schedules and other schedules, progress reports and other reports, and any other documents required for submission by the Agreement.
- G. “Work Order”– An individual work assignment to be conducted by Contractor at the direction of the Authority, consisting of single or multiple tasks completed within a pre-

determined timeframe for a pre-approved fee, including a Scope of Services, which is also known as the “Project”.

SECTION 2. ENGAGEMENT OF CONTRACTOR

The Authority hereby agrees to engage Contractor, and Contractor hereby agrees to perform ‘As-Needed Construction Services – Painting’ as directed by the Authority. This Agreement will be used for limited new construction, maintenance and rehabilitation work and emergency repairs. This Agreement will not preclude Contractor from competing for other Authority projects when they are publically bid. Key personnel and subcontractors shall not be assigned to or removed from the Project by Contractor without the prior written approval of the Authority. Both parties agree that replacement of key personnel and subcontractors must be with equal or more qualified persons, and must be approved by the Authority before a new member works on a Project. Notwithstanding, the Authority and Contractor may assign other individuals to serve as a key personnel for particular Work Orders.

SECTION 3. WORK ORDERS, SCOPE OF SERVICES AND THE CONTRACTOR’S RESPONSIBILITY

For each Work Order assigned to the Contractor, the Authority and Contractor shall develop a Scope of Services that will include the project objective, project tasks, staffing, performance schedule and estimated costs required to complete the Work Order. Contractor shall proceed and furnish these services upon authorization by the Authority. Any modification to a Work Order, including a change to the Scope of Services, must be approved in writing by the Authority. In addition to the services set forth in individual Work Orders, the Contractor shall perform the following:

- A. Contractor shall secure at its own expense, all personnel, facilities, and equipment required to perform the services necessary to complete each Work Order.
- B. Contractor shall maintain an adequate and competent professional staff appropriately certified/licensed and operating within the State of Florida.
- C. Contractor shall designate in writing a single representative with whom the Authority shall coordinate project work. This representative shall have the authority to transmit instructions, receive information, and interpret and deliver Contractor's policies, opinions and decisions related to each assigned Work Order.
- D. Contractor shall secure all licenses or permits required by law for the completion of assigned Work Orders and shall be in compliance with all federal, state and local law, statutes, rules, regulations, ordinances, orders and decisions in effect at the time of the execution of the Agreement and during the time of performance of a Work Order.
- E. Contractor shall, at all times, keep the Authority advised as to the status of each Work Order including, but not limited to, the progress on individual tasks within the Scope of Services. The Authority and its authorized representatives shall have the right to visit any work site and the office of Contractor at any reasonable time for purposes of inspection.
- F. Contractor shall cooperate with other contractors, construction contractors, and suppliers retained by the Authority as needed.
- G. The Authority shall have the right during the three (3) year period following the expiration or termination of the Agreement to audit Contractor with regard to any financial matters in connection with the services provided under this Agreement. The requested audit shall be performed by a certified public accountant selected and paid for by the Authority. Contractor shall make all documents and data available to the Authority

or its designated auditor. Contractor may have the audit reviewed by Contractor's auditor at Contractor's expense.

- H. Work Orders issued in accordance with this Agreement are limited to projects in which the estimated construction cost of each individual project under the contract does not exceed \$2 million and for a study activity if the fee for professional services for each individual study under this Agreement does not exceed \$300,000.
- I. If applicable, any list of items required to render complete, satisfactory, and acceptable the construction services provided by the Authority for a Work Order must be completed pursuant to Section 218.735, Florida Statutes, as amended.

SECTION 4. THE AUTHORITY'S RESPONSIBILITY

Except as otherwise provided in individual Work Orders, the Authority's responsibilities are as follows:

- A. To designate the Authority's Executive Director to act on the Authority's behalf with respect to the assigned Work Orders. The Executive Director shall have complete authority to issue a Work Order up to and including \$100,000, or another amount as provided in the Procurement Policy, as subsequently amended; transmit instructions; receive information; approve invoices and authorize payments thereon; and interpret and define Authority's policies and decisions with respect to materials, elements, subcontractors, key personnel and systems pertinent to Contractor's services. Notwithstanding, this subsection A. may not be amended by a Work Order.
- B. To provide, within a reasonable time from request of Contractor existing data, plans, reports and other information in the Authority's possession or under the Authority's

control that are necessary or may be helpful to Contractor in performance of their duties, and to provide full information regarding requirements of the Work Orders, including objectives, budget constraints, criteria and other pertinent requirements.

- C. To furnish required information and services and render approvals and decisions as expeditiously as necessary for the orderly progress of Contractor's services.
- D. If applicable, the Authority will develop any list of items required to render complete, satisfactory, and acceptable the construction services provided pursuant to Section 218.735, Florida Statutes, as amended.

SECTION 5. TIME OF PERFORMANCE

Contractor shall commence work on a Work Order upon receipt of a Notice to Proceed and shall satisfactorily complete the services in the Scope of Services for the Work Order within the established project schedule.

SECTION 6. COMPENSATION

The Authority agrees to pay the Contractor for work performed under a Work Order in accordance with the Local Government Prompt Payment Act, Part VII, Florida Statutes, upon receipt of a proper invoice and as follows:

- A. Compensation for each Work Order shall be established based on the Fee Schedules in Exhibit "A", and tasks included in the Scope of Services. Individual tasks in a Scope of Services may be compensated as either lump-sum or time-and-materials as negotiated between Contractor and the Authority and provided for in the Scope of Services. Final payments in all cases will be subject to successful completion of a Work Order and the Authority's acceptance of tasks and project schedule, in accordance with the terms of this Agreement and the Work Order. The Fee Schedules in Exhibit "A" will be used for the

initial contract term as defined as year 1, year 2, and year 3. If the Agreement is extended in accordance with Section 16, the Fee Schedules may be adjusted for each extension upon written approval by the Executive Director.

- B. The fair and reasonable expenses of the Contractor necessarily incurred in the performance of the duties herein described and agreed to by the Authority shall, upon proper invoice and detail, be paid by the Authority, at actual cost with no mark-up.
- C. Contractor shall prepare and submit to the Authority's Executive Director for approval monthly invoices for the services rendered and expenses incurred pursuant to completion of each Work Order. All invoices shall be on a calendar month basis. Invoices must be submitted to the Executive Director by the 20th day of the month for work completed the previous month. Payment shall be made in accordance with paragraph A from the date when it is stamped as received by the Authority unless payment is not approved by the Executive Director pursuant to paragraph D. All invoices shall be accompanied by a report identifying the nature and progress of the services performed and in a format approved by the Executive Director.
- D. The Authority reserves the right to withhold payment to Contractor for failure to perform services in accordance with the provisions of the Agreement and Work Order and the Authority shall promptly notify Contractor if any invoice or report is found to be unacceptable and will specify the reasons therefore.
- E. Contractor shall have the right to suspend services under the Agreement if an invoice becomes delinquent. "Delinquent" shall be defined as an invoice not being paid within sixty (60) days from receipt thereof by the Authority. Contractor's right to suspend

services does not become effective if the Authority has withheld payment of an invoice for cause.

- F. Disputes regarding a monthly invoice and/or report shall be resolved pursuant to Section 218.76(2), Florida Statutes, as may be amended.
- G. The Authority may, in addition to other remedies available at law or equity, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the Authority. The Authority may set off any liability or other obligation of the Contractor or its affiliates to the Authority against any payments due the Contractor under any agreement with the Authority.

SECTION 7. AGREEMENT DOCUMENTS

The following documents are attached or incorporated herein by reference and made a part of this Agreement:

- A. Contractors October 17, 2016 Competitive Proposal,
- B. Fee Schedules, attached hereto as Exhibit "A",
- C. Certificate of Insurance, attached hereto as Exhibit "B ", and
- D. Any written amendments, modifications, Work Orders or addenda to the Agreement.

In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "A", as they may be amended, and then Work Orders.

SECTION 8. DOCUMENTS AND DATA

- A. The Authority and the Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law). Each party shall allow public access to Project

documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, Florida Statutes. The Contractor shall (1) keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (941) 316-1776; ALEE@REGIONALWATER.ORG; OR 9415 TOWN CENTER PARKWAY, LAKEWOOD RANCH, FLORIDA 34202.**

- B. Copies of all technical data and working papers regarding any Work Order shall be made available to the Authority in accordance with Section 3, Paragraph D.
- C. All tracings, plans, specifications, maps, plats, evaluations, reports and technical data including working papers prepared or obtained under the Agreement, shall become the property of the Authority without restriction or limitation of use, and shall be made

available, upon request, to the Authority at any reasonable time. Contractor may retain copies thereof for their files and internal use.

- D. All final plans, contract documents and/or such other documents that are required by Florida Law to be endorsed and are prepared by Contractor in connection with a Work Order shall bear the certification of a person in the full employment of Contractor or duly retained by Contractor and duly licensed and with current registration in the State of Florida in the appropriate professional category.
- E. For a period of five (5) years after the completion of the work orders, Contractor agrees to provide the Authority with copies of any additional materials in their possession resulting from the performance of the Agreement.

SECTION 9. STANDARD OF PERFORMANCE

Contractor shall perform and complete all assigned Work Orders in a timely manner and in accordance with the standard of care, skill and diligence customarily provided by an experienced professional organization rendering the same services, and in accordance with sound principles and practices. The Authority shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services called for hereunder, or the character, quality, amount, or value thereof. The decision of the Authority upon all such claims, questions, or disputes shall be reasonable and in adherence with sound principles and practices applicable to the contracted services.

SECTION 10. CONTRACTOR'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Contractor acknowledges and explicitly represents to the Authority the following:

- A. Contractor is duly authorized to conduct business in the State of Florida.

- B. In connection with the work to be performed under the Agreement, Contractor will abide by and assist the Authority in satisfying all applicable federal, state and local laws, rules, regulations and guidelines (including but not limited to the Americans with Disabilities Act) relative to performance under this Agreement. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin. Contractor will obtain and maintain all permits and licenses necessary for its performance under this Agreement.
- C. Contractor recognizes that:
1. Authority is contractually obligated to furnish potable water to the Authority's customers who have an immediate need for such water;
 2. Work Orders assigned herein may interface with work performed by others;
 3. Utilization of the services under the Agreement for the purposes intended may require that Contractor coordinate the Project with other ongoing projects by the Authority;
 4. During the construction associated with any assigned Work Order, Contractor shall coordinate Work Order tasks with other projects in order to minimize interference with the Authority's current customers; and
 5. Authority may suffer financial loss if the services are not completed within the time periods set forth in a Work Order, or any extensions thereof.
- D. Contractor has familiarized itself with the nature and extent of the Agreement, services expected to be performed under the Agreement, and federal, state and local laws, statutes, rules, regulations, ordinances, orders and decisions, that may affect Contractor's performance of the Agreement.

- E. Contractor has reviewed the Agreement (including its Exhibits) and all available information and data shown or indicated in the Agreement and has given the Authority written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in the Agreement or information or data, and the written resolution thereof by the Authority is acceptable to Contractor.
- F. Contractor shall obtain and review all information and data that relates to assigned Work Orders or which Contractor may reasonably anticipate may affect cost, scheduling, progress, performance or furnishing of any Scope of Services, including, but not limited to, information and data indicated in the Agreement or related to work under separate contracts, to the extent such work may interface with Contractor's services provided pursuant to the Agreement.
- G. Contractor recognizes and acknowledges that the time for the performance of each Work Order is of the essence in the Agreement.

SECTION 11. SUSPENSION OF PROJECT – EXTRA SERVICES

- A. The Authority shall have the absolute right to terminate or suspend any Work Order, or amend any Work Order upon mutual agreement, at any time and for any reason upon reasonable notice, and such action on its part shall not be deemed a default or breach of the Agreement. Suspensions or termination of a Work Order by the Authority, and amendments to any Work Order, shall be in writing.
- B. If Contractor is of the opinion that any service the Authority directs it to perform substantially increases the services of Contractor beyond the original Scope of Services of the Work Order ("Extra Services"), Contractor shall, within ten (10) days of such direction, notify the Authority in writing of this opinion. The Authority shall, within

twenty (20) days after receipt of such notification, fairly judge as to whether or not such service in fact increases the services of Contractor beyond the Scope of Services in the Agreement and constitutes Extra Services. If the Authority determines such service does constitute Extra Services, it shall provide extra compensation to Contractor negotiated by the Authority and Contractor based upon the provisions of Section 6 above.

- C. In the event a Work Order project is entirely or partly suspended, delayed, or otherwise hindered by any cause whatsoever, Contractor shall make no claims for additional compensation or damages owing to such suspensions, delays or hindrances. Such suspensions, delays or hindrances may only be compensated for by an extension of time, as the Authority may decide however such extension shall not operate as a waiver of any other rights of the Authority. Upon resumption of the Work Order, Contractor shall resume its service until the Scope of Services is completed in accordance with the Work Order, and the time for completion of the services, which were suspended, shall be extended for the duration of the suspension.
- D. If, in the opinion of the Authority, the progress of an assigned Work Order during any period is substantially less than the amount that is necessary to meet the project schedule, the Authority may require Contractor to take whatever action is necessary, in the opinion of the Authority, to put the Work Order back on schedule. Such action shall not constitute Extra Services unless the delays were caused by circumstances beyond the control of Contractor or its agents, employees or subcontractors.
- E. In the event of claims by others against the Authority in connection with work being conducted under a Work Order, the Contractor shall provide to the Authority such technical assistance that the Authority may request. Such assistance shall constitute

Extra Services, unless such claims are caused by the failure of Contractor, its agents, employees, or subcontractors to comply with the terms and conditions of the Agreement or otherwise perform their duties under this Agreement or a Work Order.

- E. If Authority requires Contractor to assist with an audit of a Work Order's costs, such assistance shall not be considered Extra Services.

SECTION 12. SUBCONTRACTORS

Contractor shall not subcontract, assign, or transfer the Agreement or any work specifically authorized in the Agreement without the prior written consent of the Authority, which consent may be withheld in the Authority's sole discretion. Contractor shall be solely responsible for the employment, direction, supervision, compensation and control of any and all subcontractors, contractors, experts or other persons employed by Contractor. Contractor shall cause all subcontractors, contractors, experts or other persons employed by Contractor to abide by the terms and conditions of the Agreement and all applicable law as their work or services affect the Authority. Contractor shall not permit any subcontractor, supplier or other person or organization to perform work or services unless such subcontractor, supplier or other person or organization has complied with the workers' compensation insurance requirements contained in Section 14 herein. Nothing in this Agreement shall be construed to create, or be implied to create, any relationship between the Authority and any subcontractor of the Contractor.

SECTION 13. INDEPENDENT CONTRACTOR

Neither the Authority nor any of its employees shall have any control over the conduct of Contractor or any of Contractor's employees, subcontractors or agents, except as herein set forth, and Contractor expressly warrants not to represent at any time or in any manner that Contractor or Contractor's agents, subcontractors or employees are in any manner agents, subcontractors or

employees of the Authority. It is understood and agreed that Contractor is, and shall at all times remain as to the Authority, a wholly independent contractor and that Contractor's obligations to the Authority are solely as prescribed by the Agreement.

SECTION 14. INSURANCE

- A. The Contractor must maintain during the entire term of this Agreement, insurance in the following kinds and amounts with a company or companies authorized to do business in the State of Florida and shall not commence work under this Agreement until the Authority has received an acceptable certificate of insurance showing evidence of such coverage.
- B. The amounts and types of insurance shall be appropriate for the services being performed by the Contractor, its employees or agents and must conform to the following minimum requirements:
1. **Workers Compensation.** Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
 - a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
 - b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
 2. **Commercial or Comprehensive General Liability.** Coverage must include:
 - a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage.
 - b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement, broad form property damage, explosion, collapse, and underground hazard coverage and independent contractor's coverage.
 - c. Additional Insured. Authority is to be specifically included as an additional insured.
 - d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

3. Comprehensive Automobile Liability. Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
 - a. \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
 - b. Owned Vehicle.
 - c. Hired and Non-Owned Vehicles.
 - d. Employee Non-Ownership.
 - e. Additional Insured. Authority is to be specifically included as additional insured.
 - f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

- C. Contractor must deliver to the Authority Certificates of Insurance evidencing the insurance coverage specified in this Section 14 prior to commencing work under the Agreement. The required Certificates of Insurance not only shall name types of policies provided but also shall refer specifically to the Agreement.

- D. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the Authority, licensed to do business in the State of Florida and with a resident agent designated for the service of process. Contractor shall provide the Authority with financial information concerning any self-insurance fund insuring Contractor. At the Authority's option, Self-Insurance Fund financial information may be waived.

- E. All the policies of insurance so required of Contractor, except workers compensation, shall be endorsed to include as additional insureds: the Authority, its directors, officers, employees and agents. Such insurance policies shall include or be endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance, which might be applicable to any loss, the insurance required of Contractor shall be considered

primary, and all other insurance shall be considered excess. The cross liability clause does not increase the limits of liability or aggregate limits of the policy.

- F. Deductible and self-insured retention amounts shall be subject to approval by the Authority, which approval shall not be unreasonably withheld. Contractor is responsible for the amount of any deductibles or self-insured retentions.
- G. Approval of the insurance by the Authority shall not relieve or decrease the liability of Contractor hereunder. Contractor acknowledges and agrees the Authority does not in any way represent the insurance (or the limits of insurance) specified in this Section 14 is sufficient or adequate to protect Contractor's interests or liabilities, but are merely minimums.
- H. All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the Authority and Contractor by certified mail. Contractor shall give notice to the Authority within twenty-four (24) hours of any oral or written notice of adverse change, non-renewal or cancellation. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.
- I. All insurance required hereunder shall remain in full force and effect until final payment and at all times thereafter when Contractor may be observing the correction, removal or replacement of defective work.
- J. Contractor shall, upon request by the Authority, deliver to the Authority a copy of each insurance policy purchased by Contractor.

- K. All policies, except for workers' compensation, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of subrogation against the Authority, its contractors, directors, officers, employees, representatives or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Contractor or Contractor's insurance carriers.
- L. The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of the Contractor's obligations under the Agreement, including any indemnity or hold harmless provision.
- M. Contractor shall require each of its subcontractors, suppliers and other persons or organizations working for Contractor to procure and maintain, until the completion of that party's work or services, insurance of the types and in the coverage amounts required to be carried by Contractor in the Agreement unless the Authority agrees, in writing, to other types of coverage and/or lower coverage amounts. Contractor shall be responsible for ensuring all of its subcontractors, suppliers and other persons or organizations working for Contractor in connection with the Project comply with all of the insurance requirements contained herein relative to each such party. The Contractor must obtain certificates of insurance from any subcontractor otherwise the Contractor must provide evidence satisfactory to the Authority that coverage is afforded to the subcontractor or by the Contractor's insurance policies.

SECTION 15. INDEMNIFICATION OF THE AUTHORITY

Contractor agrees to indemnify and hold harmless the Authority, and its directors, officers and employees from liabilities, damages, losses, and costs, either at law or in equity, including but not limited to, reasonable attorney fees and costs and attorney fees and costs on appeal, as a

result of any negligent or reckless act or omission or any intentional wrongful conduct of Contractor and other persons employed or utilized by the Contractor in performance of the Agreement. The execution of the Agreement by Contractor shall obligate Contractor to comply with the foregoing indemnification provision; however, the obligations of insuring this indemnification must also be complied with as set forth in Section 14 herein.

SECTION 16. TERM OF AGREEMENT

The term of this Agreement is three (3) years from the Effective Date, unless terminated pursuant to the provisions of this Agreement. This Agreement may be extended for up to two (2) additional one (1) year periods upon mutual written agreement of both parties. All Work Orders must be completed within the five (5) year term, unless the Work Order is unavoidably delayed. A Work Order may not be issued for work that exceeds the Agreement's expiration date.

SECTION 17. TERMINATION OF AGREEMENT BY THE AUTHORITY/SURVIVAL

A. The Agreement may be terminated by the Authority, with or without cause, upon ten (10) days written notice to the Contractor. Termination will be effective on the date provided in the notice. In the event of termination under this Section 17, the Contractor shall be entitled to compensation for all services provided to the Authority up to the date of termination, which are within the Scope of Services, documented in the Work Order, and are allowed under this Agreement. If the Agreement is so terminated, Contractor must promptly deliver to the Authority copies of all then completed deliverable items and all tracings, drawings, survey notes and other documents that directly support the deliverables prepared by Contractor.

B. In the event the Agreement is terminated by Authority or Contractor, the duties and obligations of Contractor under the following provisions shall survive termination and continue in full force and effect:

1. Section 3(G) and 11(F), regarding Audits;
2. Section 8, regarding Documents and Data;
3. Section 15, regarding Indemnification of the Authority;
4. Section 17, regarding Termination of Agreement by the Authority/Survival;
5. Section 18, regarding Default/Remedies;
6. Section 25, regarding Dispute Resolution; and
7. Section 26, regarding Controlling Law/Attorney Fees.

SECTION 18. DEFAULT/REMEDIES

A. Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. In addition, the initiation, either by Contractor or against Contractor, of proceedings in bankruptcy, or other proceedings for relief under any law for the relief of debtors, or Contractor becoming insolvent, admitting in writing its inability to pay its debts as they mature or making an assignment for the benefit of creditors shall constitute a default by Contractor entitling the Authority to terminate this Agreement as set forth above. The parties agree that this Agreement is an executory contract. If, after termination by the Authority, it is determined that the Contractor was not in default, or that the default was excusable, the

rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Authority. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

B. Unless specifically waived by the Authority, the Contractor's failure to timely comply with any obligation in this Agreement or Work Order shall be deemed a breach of this Agreement and the expenses and costs incurred by the Authority, including attorney fees and costs and attorney fees and costs on appeal, due to said breach shall be borne by the Contractor. Additionally, the Authority shall not be limited by the above but may avail itself of any and all remedies under Florida law for any breach of this Agreement. The Authority's waiver of any of the Contractor's obligations shall not be construed as the Authority's waiver of any other obligations of the Contractor.

SECTION 19. SEVERABILITY

In the event any provision of the Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of the Agreement or such other appropriate actions as shall, to the maximum extent practicable in the light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of the Agreement, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

SECTION 20. PROHIBITION AGAINST CONTINGENCY FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that Contractor has not paid or agreed to pay any person, company, corporation, individual or firm,

other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Authority shall have the right to terminate the Agreement without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 21. TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT

- A. Contractor certifies that wage rates and other factual unit costs included in the Fee Schedule are accurate, complete and current at the time of contracting. The original Agreement Fee Schedule, Work Order price and any additions thereto shall be adjusted to exclude any significant sums by which the Authority determines the Agreement Fee Schedule or Work Order price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Any such adjustments will be made within one (1) year following the end of this Agreement.
- B. Pursuant to Subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of thirty-six (36) months following the date of being placed on the convicted

vendor list. By signing this Agreement, Contractor warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past thirty-six (36) months. Contractor further agrees to notify the Authority if placement on either of these lists occurs.

SECTION 22. SUCCESSORS AND ASSIGNS

Except as otherwise provided in this Agreement, Contractor may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Authority.

SECTION 23. FORCE MAJEURE

Contractor is not responsible for damages or delay in performance caused by acts of God, strikes, lock-outs, accidents, or other events beyond control of Contractor. In any such event, Contractor's contract price and schedule shall be equitably adjusted.

SECTION 24. NO THIRD PARTY BENEFICIARY

Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

SECTION 25. DISPUTE RESOLUTION

In the event any dispute or disagreement arises during the course of the Work Order, the Contractor shall fully perform the Work Order in accordance with the Authority's written instructions and may claim additional compensation. The Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment or other proposed dispute resolution to the Authority's Executive Director no later than ten (10) days after the precipitating event. The

parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options. No services shall be delayed or postponed pending resolution of any disputes or disagreements.

SECTION 26. CONTROLLING LAW/ATTORNEY FEE

- A. The Agreement is to be governed by the laws of the State of Florida. The sole and exclusive venue for any litigation resulting out of the Agreement shall be in Manatee County, Florida, and if in federal court, shall be exclusively in the Middle District of Florida, Tampa Division.
- B. Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under Section 768.28, Florida Statutes. This paragraph does not constitute a waiver of the Authority's sovereign immunity or extend the Authority's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 27. CONFLICTING EMPLOYMENT

Contractor certifies that it does not at the time of execution of this Agreement have any retainer or employment agreement, oral or written, with any third party that directly conflicts with any interest or position of the Authority relating to the services provided by the Contractor under this

Agreement. The Contractor further agrees that it shall not accept during the term of this Agreement any retainer or employment from a third party whose interests are in direct conflict with those of the Authority regarding the services being performed under this Agreement. In the event the Contractor is faced with an employment opportunity that appears to be a direct conflict with the services the Contractor is performing under this Agreement, the Contractor shall provide the Authority with notice of the employment opportunity. If the Authority determines that the employment would be a direct conflict with the services the Contractor is performing under this Agreement, the Contractor and the Authority shall have the opportunity to decide whether or not the Contractor will decline the employment opportunity or will accept the employment opportunity and terminate this Agreement.

SECTION 28. NOTICES

Any notices or other writings permitted or required to be delivered under the provisions of the Agreement must be in writing and shall be delivered by sending the notice by personal delivery, U.S. regular mail, U.S. express mail or by U.S. certified mail, return receipt requested, in any event with sufficient postage affixed, and addressed as follows:

If to the Authority: Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, Florida 34202
Attention: Patrick J. Lehman, Executive Director

If to the Contractor:

Either party may change said address by notice in writing to the other party in the manner herein provided.

SECTION 29. EXTENT OF AGREEMENT

- A. The Agreement represents the entire and integrated agreement between the Authority and Contractor and supersedes all prior negotiations, representations or agreement, either written or oral for services under a blanket agreement of this nature. This Agreement in no way is connected with nor affects separate agreement(s) arrived at through formal solicitation for professional services associated with large, dedicated capital improvement projects as may be awarded by the Authority Board of Directors.
- B. Except as is provided for in Section 11 hereof, the Agreement may only be amended, supplemented, modified, changed or cancelled by a written instrument duly executed by both parties.
- C. Contractor shall cooperate with the Authority in making any reasonable changes to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the day and year written above.

ATTEST:

BY: _____

**PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY AUTHORITY**

Patrick J. Lehman, P.E. Date
Executive Director

WITNESS:

CONTRACTOR

Owner/Representative Date

PREPARED BY:

Douglas Manson
General Counsel for
Peace River Manasota
Regional Water Supply Authority

EXHIBIT A
Contractor Fee Schedule

EXHIBIT B
Certificates of Insurance

As Needed Construction Services

Tabulation Sheet


1 Received
1 To the Board


Line #	CONTRACTOR	Criteria					TOTAL (100 points)
		1 (30 points)	2 (25 points)	3 (25 points)	4 (10 points)	5 (10 points)	
1	Crom Corp.	27	25	20	10	5	087


Criteria:


- 1 Contractor Qualifications and Experience
- 2 Contractor Resources & Equipment
- 3 Contractor Prices
- 4 Contractor References
- 5 Contractor Office within 4-County service area or proximity thereto


Member Signatures:


Mike Coates, Deputy Director (PRMRWSA)


Richard Anderson, System Operations Manager (PRMRWSA)


Tom Dobbbs, Construction Manager (PRMRWSA)


Kevin Morris, Science & Technology Officer


Ford Ritz, Project Engineer

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2016

CONSENT AGENDA
ITEM 13

**Disbursement of Funds to Authority Customers for
FY 2016 Debt Service Coverage Payments**

Recommended Action - **Motion** to approve Fund Disbursements in accordance with the FY 2017 Budget.

Funds were collected for debt service coverage to meet bond covenants in the base rate charge from Authority Customers in FY 2016. The FY 2017 Budget includes the disbursement of these funds back to the respective Customers. The disbursements of funds as approved in the FY 2017 Budget are shown below.

Customer	Fund Disbursement
Charlotte County	\$268,910
DeSoto County	\$33,789
Sarasota County	\$889,887
City of North Port	\$153,590
Total	\$1,346,176

Budget Action: No action needed [Funds included in FY 2017 Budget].

Attachments:
FY 2016 Budget page 6

**Peace River Manasota Regional Water Supply Authority
FY 2017 Budget**

EXPENDITURES	Administrative Office	Facilities	Total Enterprise Fund
NON-RATE RELATED EXPENDITURES			
Projects			
CIP Projects		6,981,000	6,981,000
Renewal & Replacement Projects		1,943,000	1,943,000
Resource/Supply Development Projects		100,000	100,000
		9,024,000	9,024,000
Fund Disbursements			
Charlotte County		268,910	268,910
DeSoto County		33,789	33,789
Sarasota County		889,887	889,887
North Port		153,590	153,590
		1,346,176	1,346,176
Total Non-Rate Related Expenditures		10,370,176	10,370,176
Total Expenditures	686,500	43,245,004	43,931,504

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2016**

**CONSENT AGENDA
ITEM 14**

Approve Change Order No. 1 and Project Close Out for 'Peace River Facility Plant 2 Concrete Coatings Restoration Project' with Crom Engineering and Construction Services

Recommended Action -

Motion to approve and authorize Executive Director to execute Change Order No. 1 for 'Peace River Facility Plant 2 Concrete Coatings Restoration Project' with Crom Engineering and Construction Services.

Crom Engineering and Construction Services was awarded the referenced project as approved by the Board in January 2016, worked efficiently and to the Authority's satisfaction and completed the effort within the contract price. Authority staff competitively negotiated additional work at additional structures funded by unspent reserves under the original contract. That additional work required additional time and has since been successfully completed without the need for any supplemental funds beyond the originally approved contract price.

The additional work did require additional contract time and staff, with support from the Engineer-of-Record for this project, TKW Consulting Engineers, recommends the Board authorize Change Order No. 1 which adds 83 days of additional time at no additional cost be approved as a part of the project closeout to extend the contract duration to its proper end. Staff recommends the Board authorize the Executive Director to execute the Change Order and any other pertinent contract closeout documentation, as may be needed.

Budget Action: No action needed

Attachments:

Change Order No. 1 including TKW Engineer's Letter of Recommendation

**Peace River Manasota Regional Water Supply Authority
Peace River Facility
CHANGE ORDER No. 1**

Contract: PRF Plant 2 Concrete Coatings Restoration	Date of Contract: January 28, 2016
Owner: Peace River Manasota Regional Water Supply Authority	Date of Issuance: November 8, 2016
Contractor: CROM Engineering & Construction Services (CECS)	Effective Date:
Project Engineer: Mike McGee, P.E., TKW Consulting Engineers, Inc.	

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


Description: This Change Order is for a time extension only. This is the Final Change Order to extend contract time for completion of additional work under WCD#4.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$615,850.00	Original Contract Dates:
	Substantial completion (date): N/A
	Final Completion (date): August 4, 2016
[Increase] [Decrease] from previously approved Change Orders: 0	[Increase] [Decrease] from previously approved Change Orders:
	Substantial completion (days): N/A
	Final Completion (days): 0
Contract Price prior to this Change Order: \$615,850.00	Contract Times prior to this Change Order:
	Substantial completion (date): N/A
	Final Completion (date): August 4, 2016
[Increase] [Decrease] of this Change Order: 0	Increase of this Change Order:
	Substantial completion (days): N/A
	Final Completion (days): 83
Contract Price incorporating this Change Order: \$615,850.00	Contract Times with all approved Change Orders:
	Substantial completion (date): N/A
	Final Completion (date): October 27, 2016

RECOMMENDED:

APPROVED:

ACCEPTED:

By: 
Engineer (Authorized Signature)

By: _____
Owner (Authorized Signature)

By: 
Contractor (Authorized Signature)

Date: 11/08/16

Date: _____

Date: 11/8/16

Description and purpose of this CHANGE ORDER No.1

Description of Change	Increase in Contract Amount (\$)	Decrease in Contract Amount (\$)	Contract Time Extension (Calendar days)
This Change Order increases the Contract Dates for Final Completion by 83 calendar days. It also resolves all time-related claims from the Contractor to date, with no change in Contract cost. The new Substantial Completion Contract Date is N/A The new Final Completion Contract Date is October 27, 2016	-0-	-0-	83

Attachments:

- CECS Request for Time Extension, October 25, 2016
- TKW Recommendation for Contract Time Extension, November 4, 2016
- Reconciled Quantities Spreadsheet

The amount of the contract will be increased decreased by the sum of \$0.00 and the contract shall be extended by 83 calendar days. The undersigned contractor approves the foregoing Change Order as to the changes, if any, in the contract price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in work, and to the extension of time allowed, if any, for completion of the entire work on account of said Change Order. The Contractor agrees to furnish labor and materials and perform necessary work, inclusive of that directly or indirectly related to approve time extension, required to complete the Change Order items. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the Owner.

Recommended:  /Engineer
Mike McGee, P.E., Senior Project Engineer

Date: 11/08/16

Accepted:  /Contractor
Ted Williams, Project Manager

Date: 11/8/16

Approved: _____ /Owner
Patrick Lehman, P.E., Executive Director

Date: _____



- Fort Myers
- Orlando
- Tallahassee

November 4, 2016

Kevin Morris, P.E., BCEE
Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, FL 34202

RE: PRF Plant 2 Concrete Coatings Restoration – Recommendation for Contract Time Extension

Dear Kevin:

TKW recommends that the Authority formally approve a request for time extension submitted by Crom Engineering and Construction Services (CECS). See the attached Time Extension Request submitted by CECS dated October 25, 2016. CECS completed their original scope of work on August 4, 2016 which was also the contracted date for Final Completion. Because CECS worked efficiently and did not use all of the allocated funds in these repairs, an opportunity presented itself for CECS to provide additional needed repair coverage at the plant at no additional cost. In order to take advantage of having CECS already on site and in consideration of the quality of work performed, TKW issued a Request for Change Proposal (RFCP) for additional needed work discovered during the original contracted work. After review of their proposal and negotiation with CECS, the Authority approved Work Change Directive #4 for this additional work on September 1, 2016. This additional work did not result in an adjustment to the contract price because a credit was available for other work that was anticipated but not needed to complete the original scope of work.

This additional work was satisfactorily completed by CECS on October 27, 2016. Consequently, TKW recommends that the Authority issue a formal contract time extension to a Final Completion date of October 27, 2016 by Change Order to the Contract.

If you have any questions, please feel free to phone or E-mail me at mike.mcgee@tkwonline.com.

Sincerely,
TKW CONSULTING ENGINEERS, INC.

Mike McGee, P.E., BCEE
Senior Project Manager

Attached: CECS Time Extension Request dated October 25, 2016



2016-S-005 – Arcadia, FL Request for Time Extension

Due to extra work specified by Peace River Manasota Regional Water Supply Authority, weather delays and time used by the Owner to select the Tamoseal Color for extra work CECS requests a time extension for work completed.

Original portion of contract was completed on Thursday August 4, 2016. TKW issued a Request for Cost Proposal #4 (RFCP) on August 18, 2016, CECS submitted a response to the RFCP #4 on August 24th. CECS received fully executed Work Change Directive on September 1, 2016 from Kevin Morris (Peace River).

This extra work consisted of repair/seal/protect exterior cracks using **Vandex Super** an NSF approved crystalline waterproofing material. This material was applied to concrete structures TP-1 Filters, TP-1 Ammonia Contact Chamber and TP-1 PAC Slurry Storage Tank consisting of a total of 307 square feet of exterior crack. Applying **Euclid Tamoseal** a cement-based, polymer modified waterproofing treatment mixed with Flex-Con acrylic admixture to the following structures: TP-1 Filters exterior vertical walls & upper level columns & roof perimeter, TP-1 Transfer Pump Station exterior walls, TP-1 Ammonia Contact Chamber exterior vertical walls, TP-1 PAC Slurry Storage Tank exterior walls & top deck, TP-1 Electrical Building exterior walls, and TP-1 Concrete Pipe Supports/Beams/Columns. All structures listed above were also cleaned using a minimum 3500 psi **pressure washer** as were the following structures: Sludge Thickeners #1 & #2, Sludge PS, Wet Well Walls, Pump Area columns, underside of roof and roof top, TP-3 & 4 Transfer Pump Station (West Walls), Maintenance Office Double Wide Trailer, Old Caustic Building, Old ASR Ammonia Building, Chemical Building Containment Area CMU walls and clean selected sidewalks & walkways.

CECS stated in its RFCP #4 submittal that this would require an additional 60 days to complete. CECS started the extra work on September 19, 2016 and completed this work on Thursday October 27, 2016 (39 Calendar days). There was a 2-week delay included in this time where CECS was not on site due to PRMRWSA deciding on a color from samples applied to the filter tank on site.

In summary:

- 28 days from original work completed to Work Change Directive execution.
- 18 days from execution of WCD 04 to CECS mobilization due to scheduling conflicts.
- 18 days between placing original color samples and PRMRWSA color selection
- 7 days from CECS placing order and product delivery
- 3 days lost to Hurricane Matthew for crews to be with their families

CROM ENGINEERING & CONSTRUCTION SERVICES

6801 SW Archer Road • Gainesville, Florida 32608 • 352-548-3349 • Fax: 352-548-3449

A Division of Crom, LLC

Timeline:

August 4, 2016	Original work completed
August 18, 2016	TKW issues RFCP # 04
August 24, 2016	CECS issues response to RFCP #04
September 1, 2016	PRMRWSA Executes Work Change Directive
September 19, 2016	CECS arrives on-site to commence with work and places color samples on wall of Filter Tank
September 29, 2016	CECS finishes all pressure washing and moves out pending PRMRWSA material color selection
October 5-7, 2016	Hurricane Matthew (CECS crews did not work)
October 7, 2016	PRMRWSA choses color
October 10, 2016	CECS places order for 2-pallets of Tamoseal Gray
October 17, 2016	CECS arrives back on-site, Tamoseal is delivered to job site and CECS begins application.
October 27, 2016	CECS completes Extra Work

Sincerely,

Crom Engineering & Construction Services



Ted Williams
Project Manager

Reconciled Quantities Spreadsheet

1	A	B	C		D	E	F
2	Item No.	Items Including Change Orders	CONTRACT BREAKDOWN		COMPLETED TO DATE		
			Unit Price & Unit	Amount	% or # of Units	Amount	
3	1	Remove defective concrete and apply pitting patch - overlay thickness <1/2"	\$5.00 40,000 SF	200,000.00	33193	165,965.00	
4	2	Remove defective concrete and apply pitting patch - overlay thickness >1/2" < 1"	\$10.80 10,000 SF	108,000.00	10000	108,000.00	
5	3	Epoxy Protective Coating System CS	\$2.79 50,000 SF	139,500.00	45969	128,253.51	
6	4	Remove defective concrete and repair concrete spalls	\$325.00 50 CF	16,250.00	29	9,425.00	
7	5	Repair seepage cracks	\$84.00 100 LF	8,400.00			
8	6	Repair structural cracks	\$74.00 100 LF	7,400.00	375	27,750.00	
9	7	Repair construction Joint sealant groove	\$34.50 400 LF	13,800.00			
10	8	All other work required to complete items 1-7	Lump Sum	47,500.00	100%	47,500.00	
11							
12	9	Contingency Allowance for item TBD	Lump Sum - TBD	75,000.00			
13	9a	WCD 01 - PAC Tank	Lump Sum	Withdrawn			
14	9b	WCD 02 - Adit'l Paint	Lump Sum	46,800.00	100%	46,800.00	
15	9c	WCD 03 - Patch Chair Tips	Lump Sum	1,000.00	100%	1,000.00	
16	9d	WCD 04 - Misc. Cleaning & Coating	Lump Sum	81,156.49	100%	81,156.49	
17			CONTRACT AMT:	615,850.00		\$615,850.00	

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2016**

**CONSENT AGENDA
ITEM 15**

Revised Executive Director Annual Review Form

Recommended Action -

Motion to approve revised Executive Director Annual Review Form.

Commissioner Constance has submitted revision to the Executive Director annual review form adding 'Integrity and Professionalism' as an evaluation category.

Attachments:

Revised Executive Director Evaluation Form

EXECUTIVE DIRECTOR EVALUATION

EXECUTIVE DIRECTOR: _____

COMMISSIONER: _____

Evaluation Period: _____ to _____ Date: _____

EVALUATION INSTRUCTIONS:

PERFORMANCE CATEGORIES

The Performance Categories that comprise this evaluation tool may be considered subjective, but they are closely aligned with the duties that are performed regularly by the incumbent. With each Performance Category are listed a few key elements for the evaluator to consider. Please score each Performance Category based on the elements listed and other relevant criteria.

Rating Scale for Quality of Performance:

The following rating scale should be used to rate each specific statement under each of the performance dimensions of the Personnel Performance Assessment and Evaluation, and to rate overall performance in each of the categories. Overall performance rating shall determine the merit increase of the executive director as shown in parenthesis.

- 5 **EXCELLENT:** The incumbent consistently demonstrates performance that significantly surpasses reasonable expectations related to the performance dimension.
- 4 **GOOD:** The incumbent consistently demonstrates performance that often surpasses reasonable expectations related to the performance dimension. The individual demonstrates no appreciable performance deficiencies.
- 3 **SATISFACTORY:** The incumbent consistently achieves the reasonable expectations related to the performance dimension. The individual demonstrates an acceptable degree of competence and performance.
- 2 **FAIR:** The incumbent achieves the minimum of expectations related to the performance dimension. The individual requires development in specific areas in order to meet the reasonable expectations for the performance dimension.
- 0-1 **UNSATISFACTORY:** The incumbent occasionally achieves minimum expectations related to the performance dimension and may be unsuited for the position.

1. ABILITY TO COMMUNICATE

Provide effective level of communications to Commissioners and the public and follow up regarding issues and services.

- Expresses information orally in a clear and concise manner when making presentations to groups or individuals
- Ensures open lines of communication with the Commissioners and all levels of the organization by providing updates related to policy changes, project status, and other items of importance
- Maintains effective communications with the media, and is proactive in providing accurate information that is important to the public

OVERALL RATING FOR ABILITY TO COMMUNICATE	
Comments:	

2. LEADERSHIP

Provide leadership and supervision for the District to insure accountability and productivity.

- Leads by example by adhering to the District's established policies, rules, and procedures, and ensuring that subordinates do the same
- Motivates people, sparks others to take action, and takes action himself to achieve goals and policies of the Board
- Capable and composed in high pressure situations

OVERALL RATING FOR LEADERSHIP	
Comments:	

3. INTEGRITY AND PROFESSIONALISM

Builds credibility, confidence, and a reputation for professionalism with the public, co-workers, and Commissioners.

- Sets and adheres to high ethical standards of behavior, both personally and professionally
- Leads the organization by example in adhering to the Authority's established policies, rules, and procedures, and ensuring that subordinates do the same
- Ensures that all business conducted by the PRMRWSA is free of conflicts of interest or practices that might be construed as illegal, unethical, or un-professional

OVERALL RATING FOR INTEGRITY AND PROFESSIONALISM	
Comments:	

4. ORGANIZATIONAL AND PROJECT OVERSIGHT

Provide oversight and insure progress continues toward completing high priority capital projects as determined by the 5 year strategic plan.

- Follows through on issues
- Brings people together successfully around tasks
- Manages the process of decision making well; knows who to involve on what issue
- Sets priorities and manages time well

OVERALL RATING FOR ORGANIZATIONAL AND PROJECT OVERSIGHT	
Comments:	

5. INTERGOVERNMENTAL RELATIONS AND INTERACTIONS WITH OTHERS

Establish and maintain productive Intergovernmental Relationships (IGR).

- Consistently acts in a manner that is courteous and professional, including attendance at meetings, returning phone calls/messages, and adhering to scheduled appointments
- Maintains effective working relationships with members of the Board, regulatory agencies, with citizens, community leaders, other outside agencies and the media
- Acknowledges the efforts of others, and gives appropriate credit for their accomplishments
- Works effectively with others over whom he has no direct authority
- Skilled at relating to many different types of people

OVERALL RATING FOR INTERGOVERNMENTAL RELATIONS AND INTERACTIONS WITH OTHERS	
Comments:	

6. BUDGET PLANNING AND OVERSIGHT

Develop and present annual budget to the Board to meet financial challenges facing the organization.

- Ensures that the annual budget process meets the operational needs of the organization, follows all legal requirements, and is submitted in a timely manner that allows appropriate review and modification
- Develops effective monitoring mechanisms to ensure that the organization is meeting its committed deadlines and timetables

OVERALL RATING FOR BUDGET PLANNING AND OVERSIGHT	
Comments:	

7. JUDGMENT AND DECISION MAKING

- Exercises sound judgment in determining those issues that should appropriately be submitted to the Board for consideration or approval
- Makes logical decisions based on a thorough review of available information and soliciting input from appropriate sources, but is also able to effectively make decisions rapidly in situations where information is limited and the outcome might be uncertain
- Assumes command of tasks presenting difficult or unusual circumstances and effectively assumes charge of field situations or incidents, when necessary. Able to discern when it is necessary to assume charge of situations that would normally be handled by a subordinate; and when it is necessary to only provide guidance and support.

OVERALL RATING FOR JUDGMENT AND DECISION MAKING	
Comments:	

SUMMARY SHEET

Communication	Leadership	Integrity and Professionalism	Organizational and Project Oversight	Intergovernmental Relations/Interaction with others	Budget Planning and Oversight	Judgment and Decision Making
OVERALL SCORE						

EVALUATOR'S COMMENTS: (if any)

Evaluator's Signature: _____ **Date:** _____

EXECUTIVE DIRECTOR'S COMMENTS: (if any)

Executive Director Signature: _____ **Date:** _____

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2016

REGULAR AGENDA
ITEM 1

Water Supply Conditions

Presenter - Richard Anderson, System Operations Manager

Recommended Action - **Status Report.** This item is presented for the Board's information and no action is required.

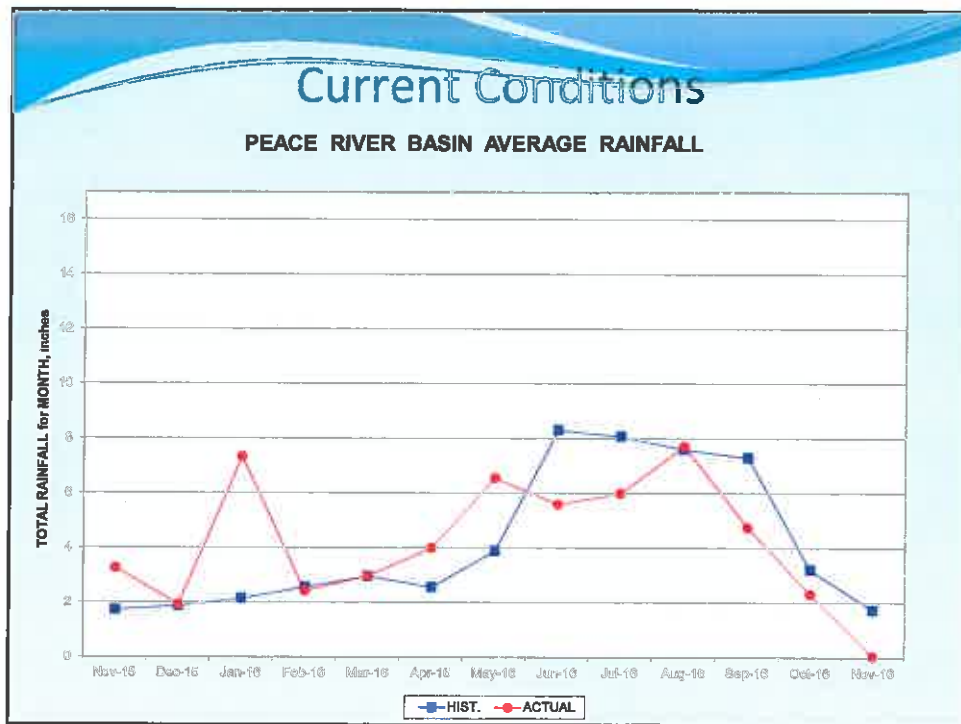
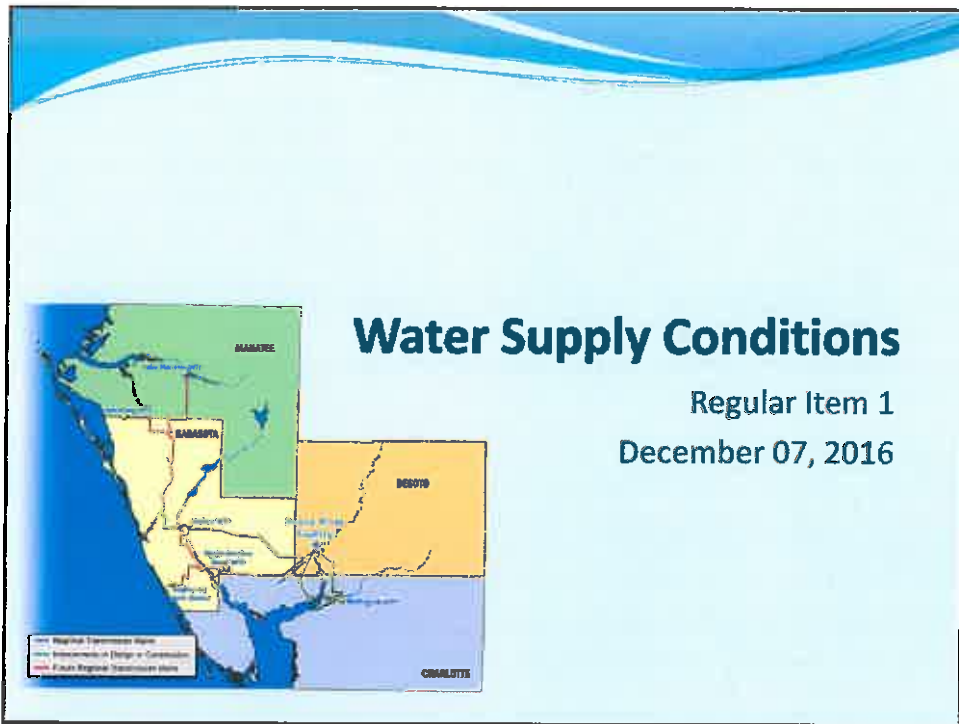
Water Supply Conditions at the Peace River Facility as of November 20, 2016.

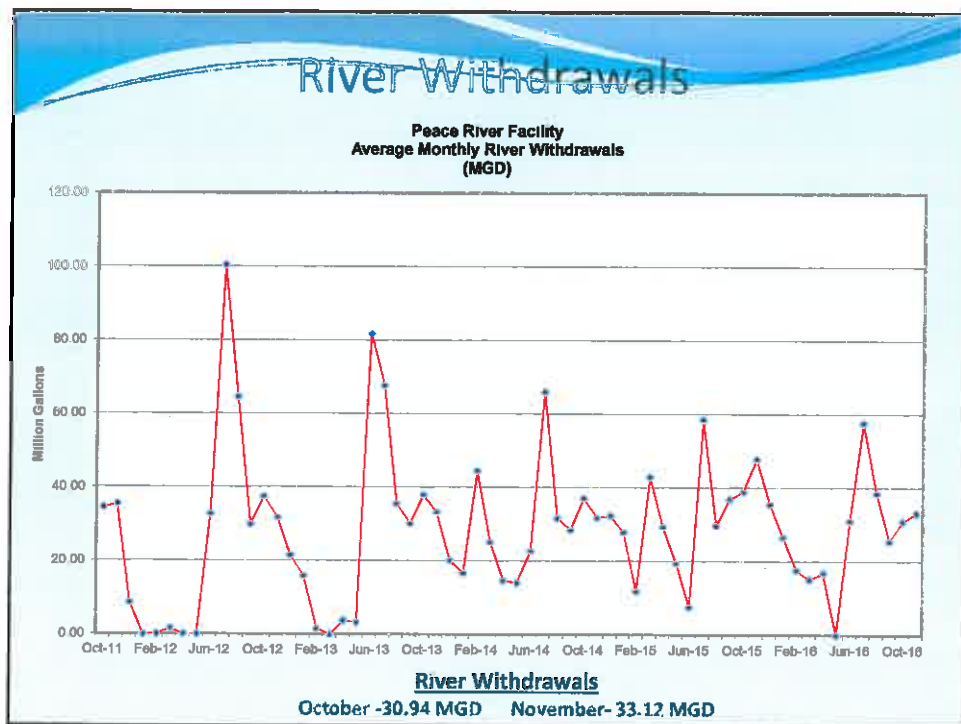
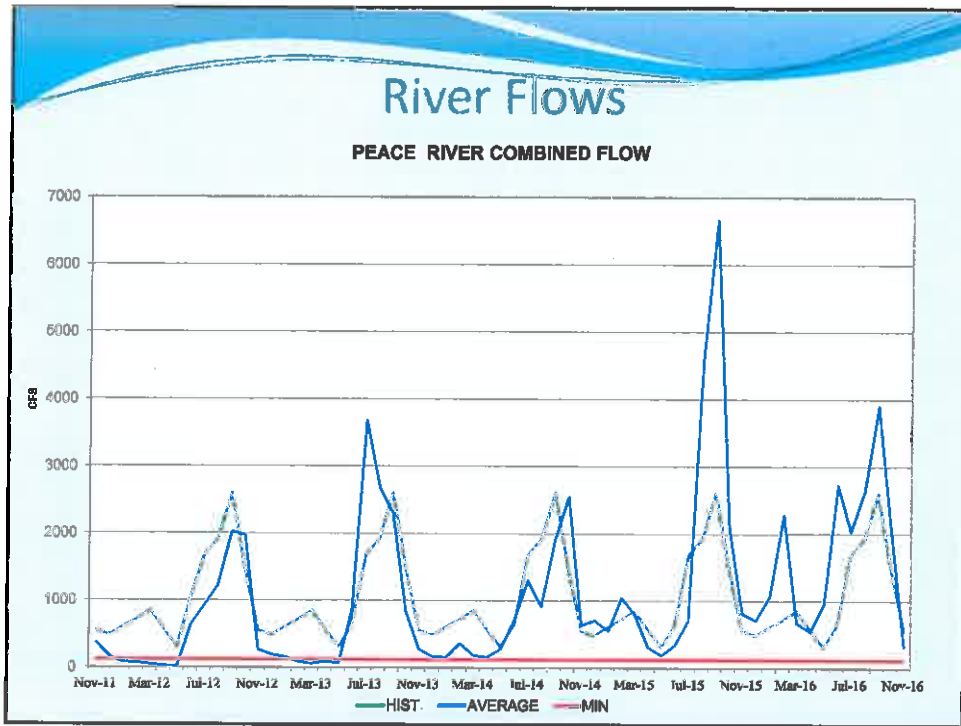
- Water Supply Quantity: Excellent
- Treated Water Quality: Excellent

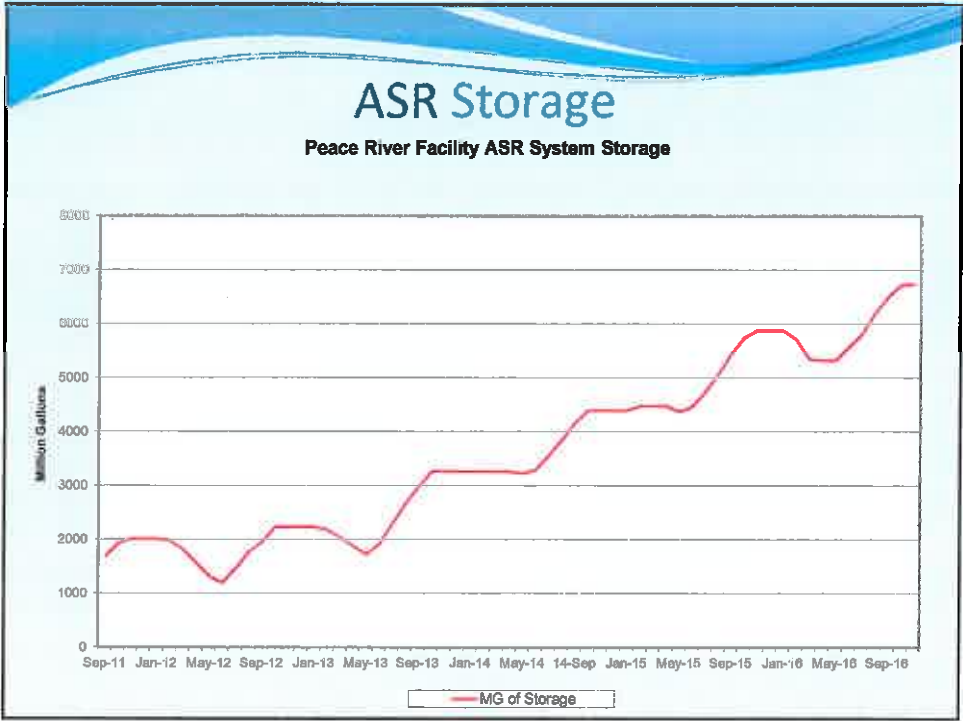
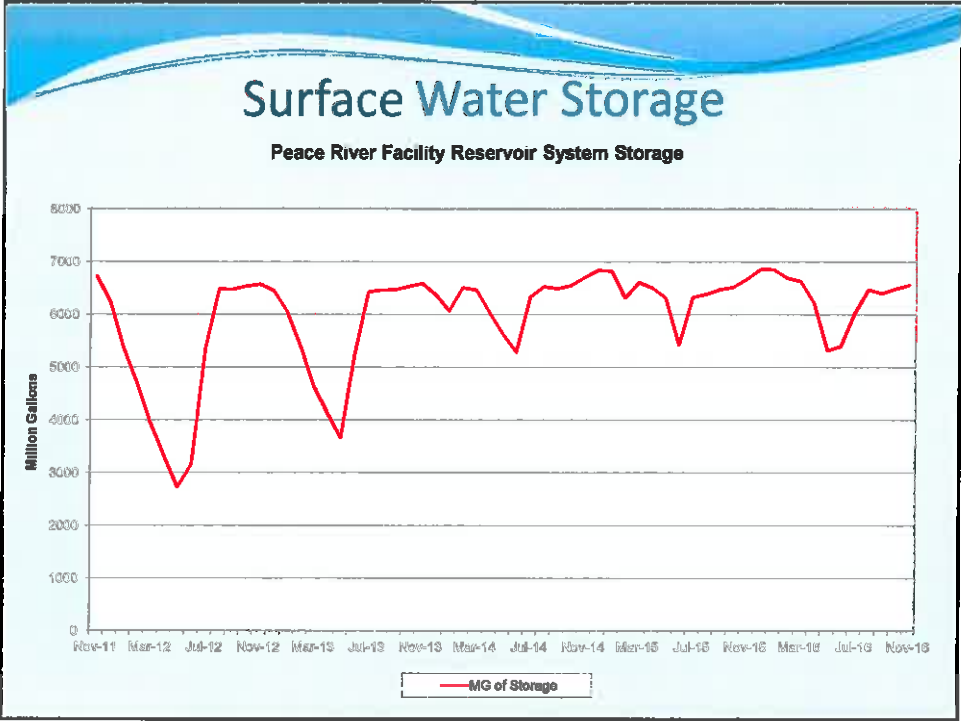
November Water Demand	28.39 MGD
November River Withdrawals	33.12 MGD
<u>Storage Volume:</u>	
Reservoirs	6.55 BG
ASR	<u>6.74 BG</u>
Total	13.29 BG

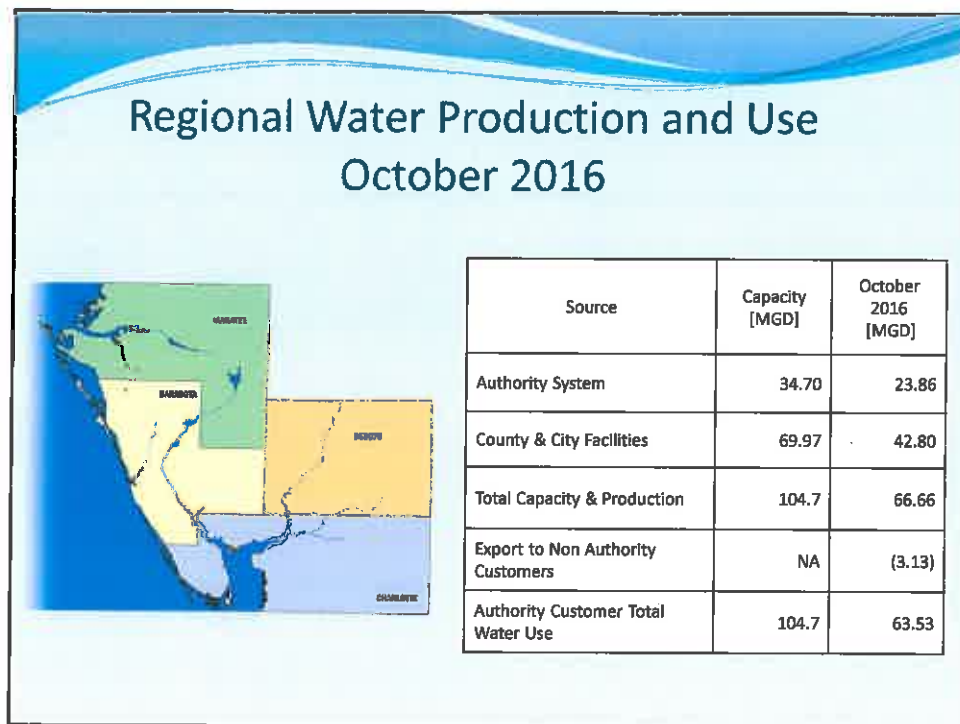
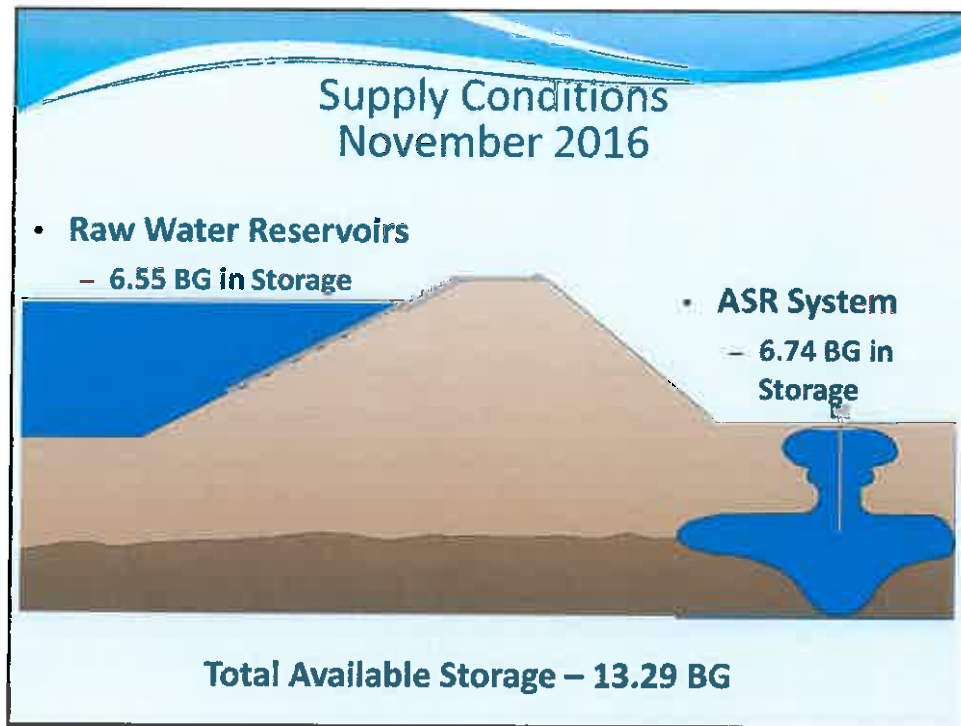
Attachments:
Tab A Presentation Materials

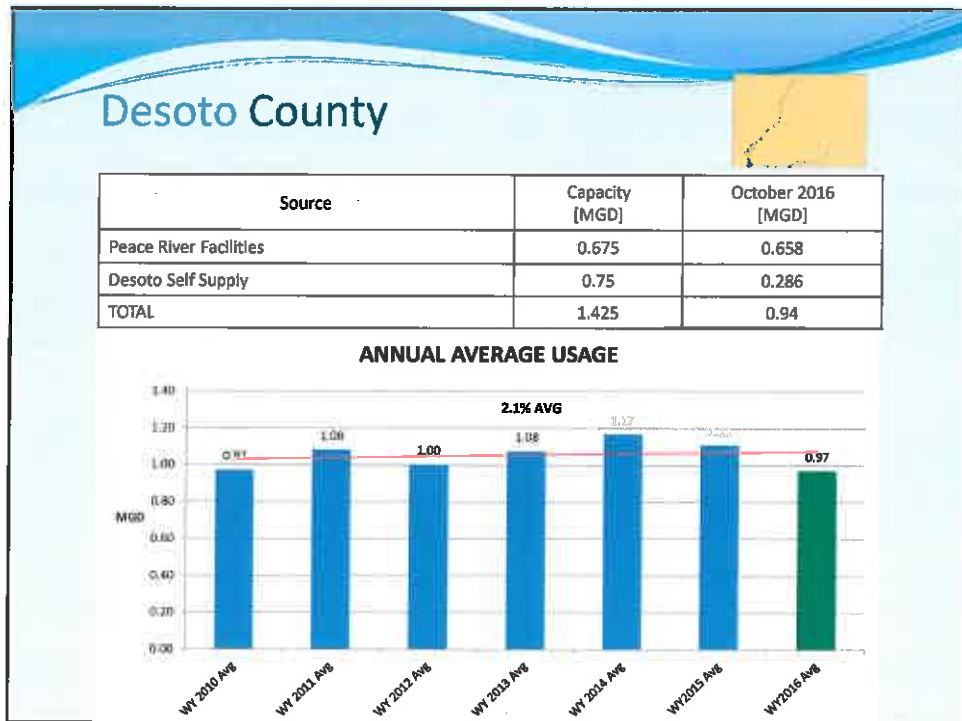
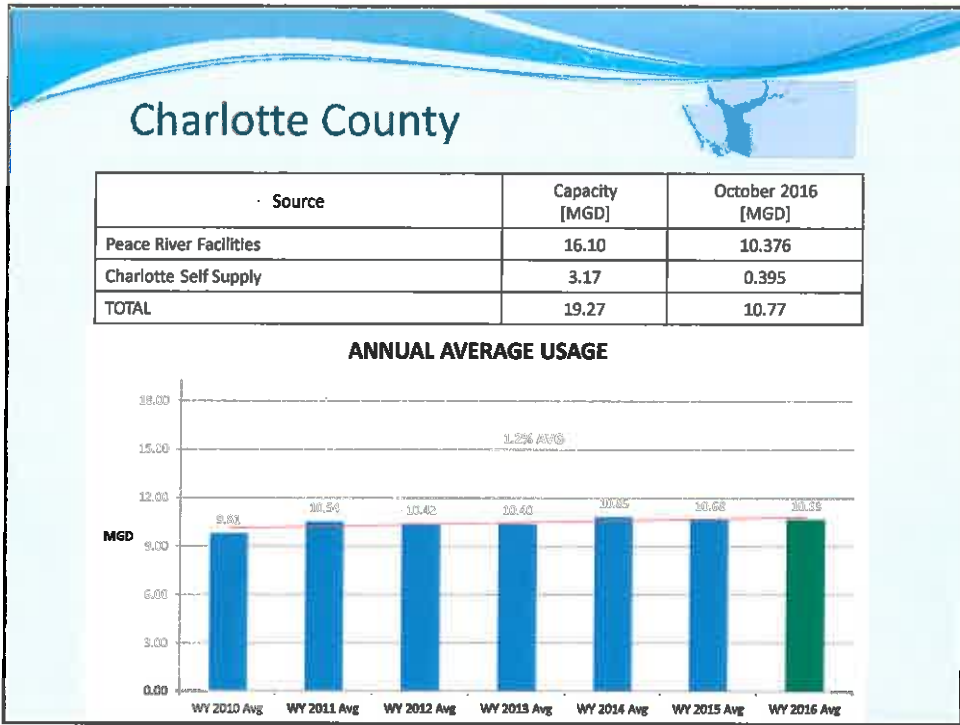
TAB A
Presentation Materials – December 2016 Water Supply Conditions







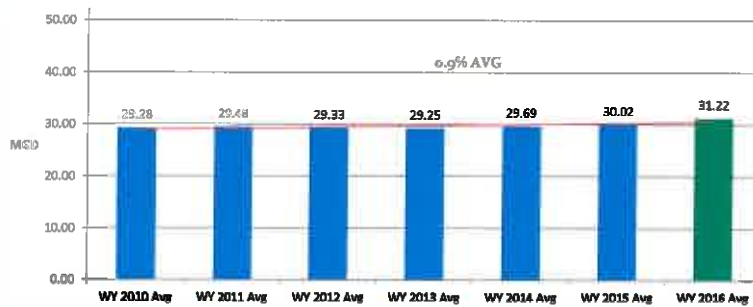




Manatee County

Source	Capacity [MGD]	October 2016 [MGD]
Manatee Self Supply	52.00	30.32
Export to Sarasota Co.	NA	4.11
Export to Others	NA	3.14
TOTAL	52.00	37.57

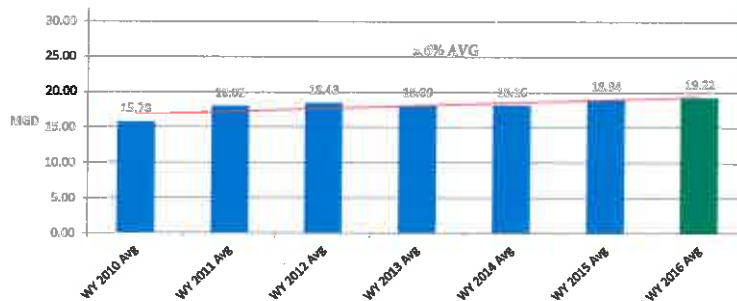
ANNUAL AVERAGE USAGE



Sarasota County

Source	Capacity [MGD]	October 2016 [MGD]
Peace River Facilities	15.06	12.26
Import from Others	8.00	4.24
County Self Supply (Wellfields)	10.52	2.00
TOTAL	33.58	18.50

ANNUAL AVERAGE USAGE

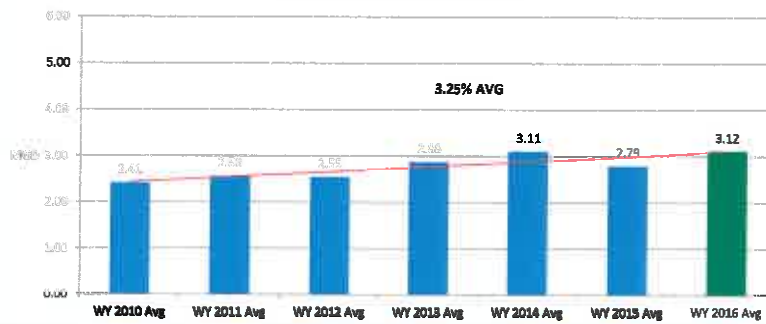


North Port



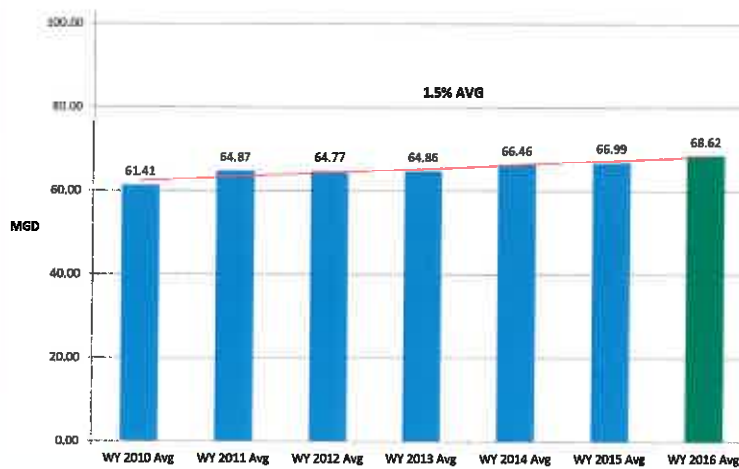
Source	Capacity [MGD]	October 2016 [MGD]
Peace River Facilities	2.865	.57
North Port Self Supply	3.30	2.54
Water Exchanged/Transferred	N/A	(0.13)
TOTAL	6.165	2.98

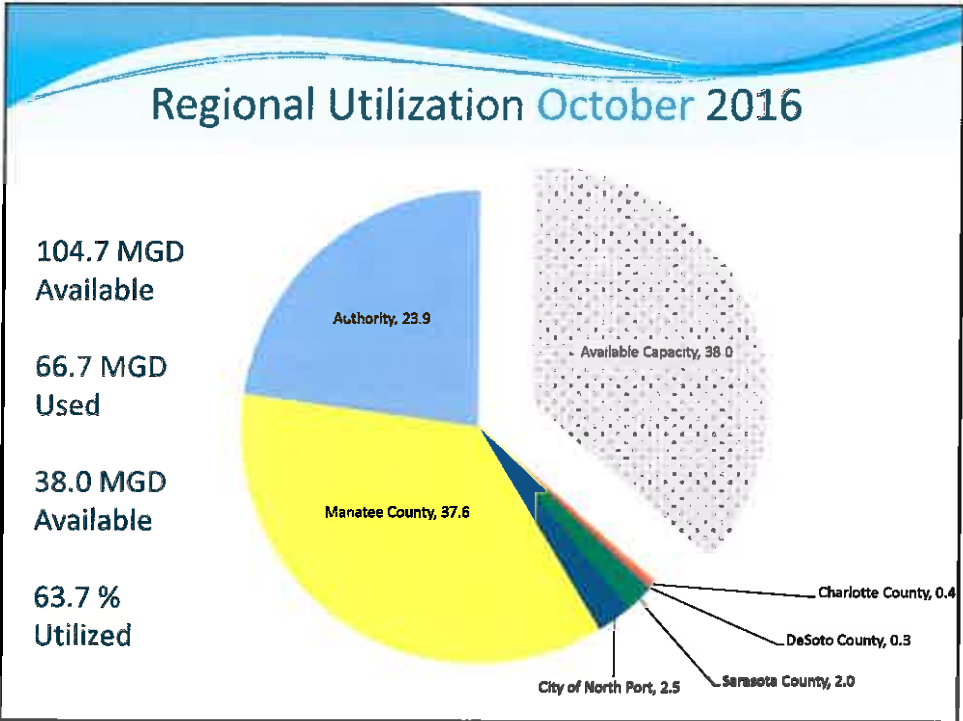
ANNUAL AVERAGE USAGE



Regional Demand

ANNUAL AVERAGE USAGE





**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2016**

**REGULAR AGENDA
ITEM 2**

Legislative Priorities for 2017

Presenter - Diane Salz, Legislative Consultant

Recommended Action - **Motion** to adopt Legislative Priorities for 2017.

Diane Salz, legislative consultant to the Authority, will present draft legislative priorities for the upcoming 2017 legislative session for Board consideration. These legislative priorities will be submitted to each of the Authority members' respective County Delegation meeting.

Attachments:

Legislative Priorities for 2017 [Draft].

Peace River Manasota Regional Water Supply Authority
Legislative Priorities 2017
[Draft: December 7, 2016]

Issue	Legislative/ Regulatory	Activity
STATE		
Support regional funding for the Authority's 'Vision for 2035'. <ul style="list-style-type: none"> • Regional Integrated Transmission System Extension (Phases 3B, 3D and 4); and • Partially Treated Aquifer Storage & Recovery Concept. 	Legislative	Submit water projects for State funding
Support funding of trust funds established in existing statutes. <ul style="list-style-type: none"> • Water Protection and Sustainability Program (403.890 and 403.891, F.S.); and • West-Central Florida Water Restoration Action Plan (373.0363(4), F.S.). 	Legislative	Monitor and participate in legislative process
Monitor implementation of 2016 legislation and rules <ul style="list-style-type: none"> • Chapter 2016-1 'Florida Springs Act'; and • Chapter 2016-201 'Implementation of the Water and Land Conservation Constitutional Amendment'; and • Chapter 62-302 'Classification of Surface Waters, Usage, Reclassification, Classified Waters'. 	Legislative and Regulatory	Monitor and participate in implementation process
Support funding for acquisition of Orange Hammock Ranch to enhance water management and supply.	Multiple agencies	Monitor and participate in funding process
Support Senate confirmation of Southwest Florida Water Management District Governing Board Member appointments Executive Director Brian Armstrong.	Legislative	Support Senate confirmation
FEDERAL		
Support the Continuation of Tax-Exempt Financing: <ul style="list-style-type: none"> • Preserve the ability of water systems to use tax-exempt bonds. 	Legislative	Monitor legislation
Support the continuation of U.S. EPA as the lead agency for Security at drinking water facilities and the explicit prohibition on the disclosure of security program information under federal, state and local information laws.	Legislative and U.S. EPA	Monitor legislation
Engage in Climate Change research: <ul style="list-style-type: none"> • Support federal action to research and respond to impacts of climate change on the viability and sustainability of drinking water supplies. 	Legislative and U.S. EPA	Monitor legislation
Monitor implementation of the Clean Water Rule: Definition of 'Waters of the United State'	U.S. EPA	Monitor rule

STATE ISSUES

Vision Statement: *'Through Cooperation and collaboration the Authority and its members shall create and maintain a sustainable, interconnected regional water supply system.'*

State Water Project Funding

The state legislature has provided Water Project Funding in recent state budgets. The Authority has successfully received \$6M in state Water Project Funds over the past three budget cycles. Authority will submit funding request to the legislature reflecting projects submitted to the SWFWMD including expansion of the regional transmission system and raw water ASR.

Funding of Trust Funds

State statute currently establishes trust funds through the Water Protection and Sustainability Program (403.890 and 403.891, F.S.) and West-Central Florida Water Restoration Action Plan (373.0363, F.S.) that provides allocation of state funding through the water management districts. The Authority received funding through these trust funds in the past and supports providing funds be included in the state budget for these trust funds.

Implementation of 2016 Legislation and Rules

The 2016 Legislature enacted comprehensive water policy reform. Authority staff will monitor the implementation of major water legislation and rules enacted in 2016.

Chapter 2016-1 'Florida Springs Act': SB 552 creates the Florida Springs and Aquifer Protection Act to provide for the protection and restoration of outstanding Florida Springs (OFS), codifies the Central Florida Initiative (CFWI), updates and restructures the Northern Everglades and Estuaries Protection Program in addition to other issues.

Chapter 2016-201 'Implementation of the Water and Land Conservation Constitutional Amendment': HB 989 was approved by the Governor on April 7, 2016 and became effective on July 1, 2016. The bill provides for the distribution of funds deposited into the Land Acquisition Trust Fund.

Chapter 62-302 'Classification of Surface Waters, Usage, Reclassification, Classified Waters': The DEP has adopted Chapter 62-302 'Surface Water Quality Standards' in 2016 amending the existing rule and establishing revised water quality criteria.

Acquisition of Orange Hammock Ranch

The Orange Hammock Ranch (OHR) property is 5,774± acres located within southeast Sarasota County and the City of North Port, Florida, east of I-75. The OHR property is on the Florida Forever Priority List and the SWFWMD has considered purchase of the property several times over the past two decades. Among considerations for the purchase of the OHR (e.g. natural system benefits), SWFWMD has previously cited benefits in relation to water supply, water quality, and flood protection.

Public ownership of the Orange Hammock Ranch offers benefits to both regional and local drinking water supply, protecting existing water supply infrastructure and operations, and facilitating opportunities for development of future regional water supply projects on the adjacent RV Griffin Reserve to meet future public water supply needs of the region as well as protection and enhancement of the City of North Port's drinking water supply from Myakkahatchee Creek. Acquisition of Orange Hammock Ranch would also offer other significant public and environmental benefits in the region, including wildlife habitat connectivity, recreational opportunities and enhanced flood protection.

Senate confirmation of Southwest Florida Water Management District Governing Board Members & Executive Director

Water Management District governing board members are appointed by the Governor, subject to confirmation by the Senate at the next regular session of the Legislature. Governing Board members up for confirmation in 2017 include Mark Taylor, Michelle Williamson and Bryan Beswick [representing DeSoto, Hardee and Highlands Counties]. Senate confirmation of SWFWMD Executive Director Brian Armstrong will also be in 2017.

FEDERAL ISSUES

Tax-Exempt Financing

The Authority urges Congress to preserve the ability of water systems to use tax-exempt bonds to finance water infrastructure projects. This authority to finance essential governmental services on a tax-exempt basis is vital to the efforts of water utilities to continue to provide high quality, safe and reliable supplies of drinking water at a price that is affordable to ratepayers.

As Congress considers comprehensive tax reform, it must keep in mind that any new tax revenue collected from investors by limiting or eliminating tax-exempt municipal bonds would be offset by increased interest costs that would be borne by local water system ratepayers. Limiting or eliminating the exemption would therefore represent a de-facto tax hike on local communities while encumbering public agencies' effort to raise needed capital to address water supply needs.

Drinking Water Security and Treatment Mandates

The Authority recognizes that water utilities protect their critical facilities from acts of terrorism and other hazards. Drinking water utilities' first responsibility is to protect public health by providing potable.

The Authority supports that EPA should continue to be the lead federal agency for security at drinking water and wastewater facilities. Having more than one federal agency with oversight of water security could not only be inefficient, but could also impair the ability of drinking water systems to properly and efficiently treat their water supplies, making simultaneous compliance with multiple standards or guidelines difficult or even impossible. If contradictory or duplicative security measures were recommended by different federal agencies, water systems would faces difficulties in assuring compliance and could incur substantial costs with no real improvement in security.

Some water security programs include the collection of data from water providers. Given the sensitive nature of water security information, the Authority believes that Congress should continue the explicit prohibition on the disclosure of such information under federal, state, and local public information laws. Likewise, federal, state and local agencies must take all internal precautions to prevent the inappropriate disclosure of water system information.

Any new federal security requirements should be accompanied by federal funding assistance. Such assistance could be targeted to help utilities update existing vulnerability assessments or implement other physical security without compromising public health. Otherwise, new security requirements will amount to unfunded federal mandates on local governments at a time when water treatment facilities are facing hundreds of billions of dollars in other priority infrastructure projects.

Climate Change

The Authority supports federal action to research and respond to the impacts of global climate change upon the nation's drinking water supplies. The long-term viability and sustainability of the nation's water supply is integral to a viable regional, state and national economy and therefore a comprehensive, unified, and coordinated federal research program is essential for developing decision support tools, adaptation and mitigation strategies, and for helping local utility managers access better information on the regional impacts of climate change on drinking water quality and quantity. The Environmental Protection Agency (EPA), the National Oceanic and Atmospheric Administration (NOAA), and other federal departments and agencies currently conducting climate change research must increase their efforts to develop reliable modeling systems and regional projections of freshwater quality and quantity changes and offer clear guidance on how water utilities may prepare for changing climate conditions over the next several decades.

Climate change legislation must recognize that water resources and infrastructure in much of the United States are significantly threatened by changing hydrological conditions. Therefore, increased assistance and investment are necessary to help water systems adapt to changing climate conditions and deliver uninterrupted water service to rapidly growing service populations.

Water of the United States

The Environmental Protection Agency and the U.S. Army Corps of Engineers published final rule defining the scope of waters protected under the Clean Water Act in 2015. Authority staff will monitor the implementation of the rule and potential impact to the Authority.

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2016**

**REGULAR AGENDA
ITEM 3**

Strategic Plan Implementation Process

Presenter - John Shearer, Shearer Consulting

Recommended Action - **Status Report.** This item is presented for the Board's information and no action is required.

John Shearer is facilitating the Strategic Plan Implementation Process with the Administrators and Utility staffs. Mr. Shearer will provide the draft implementation plan to the Board.

Attachments:

- Tab A Strategic Plan for Peace River Manasota Regional Water Supply Authority [October 15, 2014]
- Tab B Strategic Plan Goals and Objectives
- Tab C Strategic Plan Implementation Presentation

TAB A
Strategic Plan for Peace River Manasota Regional Water Supply Authority
[October 15, 2014]

Strategic Plan for Peace River Manasota Regional Water Supply Authority

October 15, 2014

Overview

The Peace River Manasota Regional Water Supply Authority is a regional water supply authority that provides wholesale drinking water to its member counties and the City of North Port supporting the region's economy and quality of life.

The Authority is an independent special district created and existing pursuant to Florida Statutes and interlocal agreement between Charlotte, DeSoto, Manatee and Sarasota Counties. The boundaries of the Authority consist of all of DeSoto, Manatee and Sarasota Counties and those parts of Charlotte County which are under the jurisdiction of the Southwest Florida Water Management District. The Board of Directors is vested with all the powers of the Authority.

Statutory Requirements

Pursuant to Section 373.713, Florida Statutes, the Authority shall design, construct, operate, and maintain facilities in locations and at the times necessary to ensure that an adequate water supply will be available to all citizens within the Authority. By statute, the Authority is to maximize the economic development of the water resources while supplying water in such a manner as will give priority to reducing adverse environmental effects.

Vision Statement

Through cooperation and collaboration the Authority and its members shall create and maintain a sustainable, interconnected regional water supply system.

Mission

The mission of the Authority is to provide the region with a sufficient, high-quality, safe drinking water supply that is reliable, sustainable and protective of our natural resources now and into the future.

Core Values

I. Cooperation

Maintaining a strong spirit of cooperation and addressing regional water supply needs through the leadership of the Authority and its member governments.

Unlike other areas of the state where conflict over water supplies has been intense and protracted, the four-county region of DeSoto, Manatee, Sarasota, and Charlotte Counties has avoided "water wars" by maintaining a strong spirit of cooperation and addressing regional water supply needs through the regional partnership of the Peace River Manasota Regional Water Supply Authority and its members.

II. Collaboration

The Authority will seek to develop a significant, constructive role for all local governments in regional water supply planning and management.

The Authority has reached out to non-member local governments through the facilitation of the Water Alliance for communicating and collaborating with all water providers in the region. The

Authority will continue to develop a constructive role for non-member local governments in regional water-supply planning and management.

III. Regionalization

The long-term aim of the Authority is to forge a system that is environmentally sensitive and sustainable, highly interconnected, diversified and affordable.

The Authority will continue to expand the regional water-supply system to meet projected demand by undertaking projects that yield mutual benefits for its member counties and customers and maximization of economic development of the water resources within the region. The long-term aim is to forge a system that is environmentally sensitive and sustainable, highly interconnected, diversified, and affordable. In striving to achieve this vision, the Authority will develop benchmarks for monitoring performance and measuring progress.

IV. Diversification

The Authority will work with its members and water providers in the region to further diversify supplies, integrate additional water supplies into the Authority's regional system, and protect and enhance water-dependent natural resources.

The Authority will work with its member counties, customers, and other water providers in the region to further diversify the region's water supplies, increase water conservation and wastewater reuse, interconnect facilities across the four-county region, and integrate additional water supplies into the Authority's regional system to support protection or enhance water dependent natural resources.

V. Financial Stability

The Authority will maintain financial polices to assure its financial stability while providing affordable water rates that are fair and equitable.

The Authority seeks to maintain policies to retain the highest possible credit ratings that can be achieved without compromising the mission of the Authority or its Customers and meeting all contractual obligations. The Authority will keep its rates as reasonable as possible while balancing costs with environmental and source-water protection and infrastructure needs. The Authority will actively seek funding from outside sources for projects to reduce costs to the residents of the region.

VI. Water Advocacy

The Authority will be a leader for water advocacy through participation in legislative water policy and environmental stewardship for water source, water supply and resource protection.

The Authority will actively engage in legislative and regulatory proceedings to promote environmental stewardship through science based regulation and water resource development and coordinate with respective agencies including the Florida Department of Environmental Protection and Southwest Florida Water Management District and with other water users.

Website: www.regionalwater.org

9415 Town Center Parkway
Lakewood Ranch, FL 34202
(941) 316-1776

TAB B
Strategic Plan Goals and Objectives

1-Regionalization & Diversification

- Mike Coates, Team Lead

Rev 11/18/2016

Goal: The long-term aim of the Authority is to forge a system that is environmentally sensitive and sustainable, highly interconnected, diversified & affordable.

Goal: The Authority will work with its members and water providers in the region to further diversify supplies, integrate additional water supplies into the Authority's Regional System, and protect and enhance water-dependent natural resources.

REGIONALIZATION & DIVERSIFICATION

Objectives

Objective 1-1 Develop a regional operational protocol for interconnected facilities that supports economical and sustainable use of resources, and emergency operation.

Initiative 1. Formalize Emergency Operational protocols in 2017.

Initiative 2. Establish an operational protocol for interoperability of the interconnected regional water facilities to optimize flexibility and rotational supply in 2019.

Objective 1-2 Develop a "regional program plan" for capital funding of future regional pipelines and sources with SWFWMD, including sub-regional interconnections and Regional Participation in sub-regional projects of regional significance.

Initiative 1. Develop a comprehensive 5-Year CIP in 2017.

Initiative 2. Develop a comprehensive 20-year CIP in 2017.

Initiative 3. Coordinate regional program plan with SWFWMD in 2018.

Objective 1-3 Interconnect all major supply facilities to the Regional Transmission System

Initiative 1. Establish processes for when new water supply is developed, how new supply projects are selected, and provide range of options for regional participation in 2017.

Initiative 2. Interconnect all existing major supply facilities to the Regional Transmission System by 2026.

Initiative 3. Interconnect all new major supply facilities to the Regional System as they are developed.

2- Financial Stability

- Ann Lee, Team Lead

Rev 11/18/2016

Goal: The long-term aim of the Authority is to forge a system that is environmentally sensitive and sustainable, highly interconnected, diversified & affordable.

FINANCIAL STABILITY

Objectives

Objective 2-1 Strengthen the Authority's bond credit rating to optimize interest rates on future debt refunding and new issuances.

Initiative 1. Formulate strategy for future debt service coverage in 2018.

Initiative 2. Review & optimize reserve funds targets in 2018.

Objective 2-2 Identify capital improvement funding needs, including, new connections to the regional system and regional pipelines for members and partners.

Initiative 1. Prepare a 5 year capital improvement plan in 2017

Initiative 2. Prepare a 20 year capital improvement plan in 2017

Objective 2-3 Establish contractual and financial policies that facilitate new connections for both supply from and delivery to the Regional System from Members and partners.

Initiative 1. Establish standard financial delivery & receiving terms/requirements for water conveyed through the Regional System in 2018.

Initiative 2. Establish terms for regional system connection and capacity fees in 2018.

Initiative 3. Evaluate 2-year budgeting to support rate stability in 2017.

Objective 2-4 Investigate new funding sources and mechanisms outside of SWFWMD and state grants including the State Revolving Loans, WIFIA et. al. (ongoing)

Initiative 1. Participate in state and federal legislative opportunities to create and provide a continuous source for funding of water infrastructure (ongoing).

Objective 2-5 Review Authority financial policies to ensure they support agency financial goals and modify as needed.

Initiative 1. Perform comprehensive review of Master Water Supply Contract to ensure it meets the current & future needs of Authority Customers (2018 through 2019).

Initiative 2. Establish a CIP reserve fund for non-R&R, "Uniform Rate" CIP Authority projects in 2018.

3- Cooperation & Collaboration

• Richard Anderson, Team Lead

Rev 11/18/2016

Goal: Maintaining a strong spirit of cooperation and addressing regional water supply needs through the leadership of the Authority and its member governments.

Goal: The Authority will seek to develop a significant, constructive role for all local governments in regional water supply planning and management.

COOPERATION & COLLABORATION

Objectives

Objective 3-1 Establish a mechanism for both Current Customer and Partner input into the water supply planning process.

Initiative 1. Working with Local Governments, identify projects of a regional nature that can be implemented using existing infrastructure between Authority, Members/Customers and Partners in 2018.

Initiative 2. Develop region-wide 'Program Plan' to optimize water quality consistency of current and future sources of supply through the Regional System in 2017.

Objective 3-2 Update Regional Water Supply Master Plan every 5-years or at greater frequency if conditions warrant (next scheduled update 2020).

Initiative 1. Complete an inventory of all existing reclaimed and storm water systems that have potential as future raw water sources in the region for inclusion in the next Regional Water Supply Plan Update in 2019.

Initiative 2. Develop a 'One Water' initiative in conjunction with Regional Water Supply Plan Update in 2019.

Initiative 3. Coordinate process for developing water demand projections on a regional basis with Customers, Partners and SWFWMD in 2019.

Objective 3-3 Enhance Short term and long-term relationships with all water suppliers in the Authority service area.

Initiative 1. Identify and seek to improve existing infrastructure that could be used cooperatively among Authority Customers and Partners to increase available water for delivery and exchange and maintain connections in readiness to serve status in 2018.

4- Water Advocacy

- Pat Lehman, Team Lead

Rev 11/18/2016

Goal: The Authority will be a leader for water advocacy through participation in legislative water policy and environmental stewardship for water source, water supply and resource protection.

WATER ADVOCACY

Objectives

Objective 4-1 Maintain an ongoing collaborative relationship with Customer government governing bodies and staff.

Initiative 1. Coordinate a list of water infrastructure needs to support legislative funding in 2017.

Initiative 2. Develop mechanisms for regional involvement/support on sub-regional projects of regional significance in 2019.

Objective 4-2 Provide a forum for partnership building with local governments, community organizations, business organizations and the public on water issues within the region.

Initiative 1. Identify key contacts and develop communications strategies in 2017.

Initiative 2. Promote the value of water to the public and business community to build understanding and support (ongoing).

Initiative 3. Host outreach initiatives including annual BBQ at Peace River Facility and water forum to engage local and state officials in water issues (ongoing).

Objective 4-3 Conduct routine annual surveys of Customers and Partners leadership to determine effectiveness of the Authority's communications and outreach programs.

Initiative 1. Develop survey to communicate to Customers and Partners in 2017.

TAB C
Strategic Plan Implementation Presentation

STRATEGIC PLAN IMPLEMENTATION



Board Briefing
December 7, 2016

DSS1



OUR VIEW

Region's plan offers water-policy model

Four-county authority prepared to meet growing demand

As recent political events have demonstrated, it's becoming difficult to predict what will happen in the short term, much less more than five decades from now.

only 24 million gallons were delivered daily to Sarasota, Charlotte and DeSoto counties and the city of North Port. (Those jurisdictions currently have contracts that entitle them to a total of about 35 mgd.)

What's more, the authority currently has 13 billion gallons in storage — about half in conventional reservoirs and a slightly larger share in underground

Sarasota Herald-Tribune
November 18, 2016

PLAN FRAMEWORK



STRATEGIC PLAN

[Board Approved: October 15, 2014]



Vision Statement

'Through cooperation and collaboration the Authority and its members shall create and maintain a sustainable, interconnected regional water supply system.'

Mission

'The mission of the Authority is to provide the region with a sufficient, high-quality, safe drinking water supply that is reliable, sustainable and protective of our natural resources now and into the future.'

Administrators' Issues (Nov 2015)



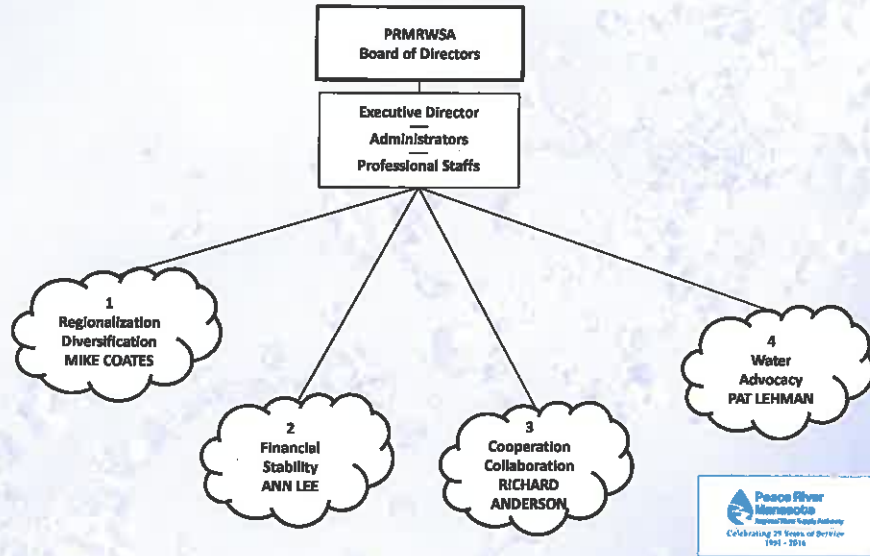
1. We need a better way to proceed for the long term specifically with the Master Water Supply Contract
2. We need to enhance relationships with all water suppliers in the Authority service area
 - Near term
 - Long term future
3. Strategic plan must focus future action
4. Define the regional value proposition
5. Establish the long term process (over next 30 years) to expand membership?
6. Determine the next great water resource
 - Potential sources
 - From and by whom
7. All objectives must be actionable... what is to be done, who is to do it and when will it be completed
8. Need a plan for budget priorities
9. How does Manatee County eventually get connected to the system
10. The Authority helps facilitate regional planning and all potential projects and programs must make sense to the individual users
11. What is the role for the customers in the plan (retail water users)?
12. What will be the impact to the customers?
13. We must think long term
14. Place the sources closest to the users
15. Are the pipelines prioritized correctly?
16. Need to clarify debt service obligations
17. The 25 MGD demand forecast does not match SWFWMD's projections
18. The next expansion will be needed in 2024
 - Identify next new "supply" options by 2017 (two or three)
 - Begin preliminary design in 2016 (all preferred options)
 - Final design for the preferred option by 2022 (one project)
 - Construction 2023
 - Operational in 2024
19. Establish a "process" to achieve 18. above
 - All in costs for potential sources and interconnections
 - Understand benefitting utilities obligations, member's obligations and Authority's obligations
20. Clarify the REO debt service for better understanding (Section 16.1 of the Master Water Supply Contract)
21. Does Exhibit C need to be re-written in the MWSC?
22. The original PRO has some provisions with the SWFWMD that need to be retired
23. Revisit the 6% reserve guideline and the 90% target to bring new supply on line
24. Address SWFWMD's future water use projections so the region's individual projections better
25. In determining future sources, couple cost of supply with transmission and connections
26. Match demand to potential source
27. Define for better understanding "hydraulic capacity"
 - City of Venice issue

Strategic Plan Teams

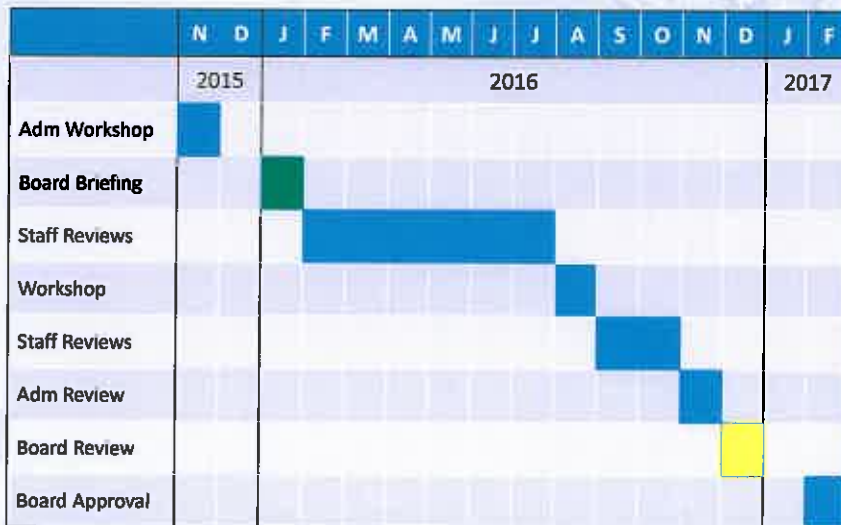


CORE VALUE	TEAM LEADER	MEMBERS
Regionalization ----- Diversification	Mike Coates	Charlotte DeSoto Manatee North Port Sarasota
Financial Stability	Ann Lee	
Cooperation ----- Collaboration	Richard Anderson	
Water Advocacy	Pat Lehman	

IMPLEMENTING THE STRATEGIC PLAN



Strategic Plan Schedule




1- Regionalization & Diversification

1-Regionalization & Diversification
 Mike Coates, Team Lead Rev 11/18/2016

Goal: The long-term aim of the Authority is to forge a system that is environmentally sensitive and sustainable, highly interconnected, diversified & affordable.

Goal: The Authority will work with its members and water providers in the region to further diversify supplies, integrate additional water supplies into the Authority's Regional System, and protect and enhance water-dependent natural resources.

REGIONALIZATION & DIVERSIFICATION	
Objectives & Initiatives	
Objective 1-1	Develop a regional operational protocol for interconnected facilities that supports economical and sustainable use of resources, and emergency operation.
Initiative 1	Finalize Emergency Operational protocols in 2017
Initiative 2	Establish an operational protocol for interconnectivity of the Southwestern regional water facilities to optimize flexibility and rational supply in 2019.
Objective 1-2	Develop a "regional program plan" for capital funding of future regional pipelines and resources with SWFWMD, including sub-regional interconnectivity and regional participation in sub-regional projects of regional significance.
Initiative 1	Develop a comprehensive 5-Year CIP in 2017.
Initiative 2	Develop a comprehensive 30-year CIP in 2017.
Initiative 3	Coordinate regional program plan with SWFWMD in 2018.
Objective 1-3	Interconnect all major supply facilities to the Regional Transmission System.
Initiative 1	Establish procedures for when new water supply is developed, how new supply projects are selected, and provide range of options for regional participation in 2017.
Initiative 2	Interconnect all existing major supply facilities to the Regional Transmission System by 2020.
Initiative 3	Interconnect all new major supply facilities to the Regional System as they are developed.



1- Regionalization & Diversification

Mike Coates, Team Lead

Administrators' Rev 11/18/2016

Goal: The long-term aim of the Authority is to forge a system that is environmentally sensitive and sustainable, highly interconnected, diversified & affordable.

Goal: The Authority will work with its members and water providers in the region to further diversify supplies, integrate additional water supplies into the Authority's Regional System, and protect and enhance water-dependent natural resources.



1- Regionalization & Diversification

Objective 1-1 Develop a regional operational protocol for interconnected facilities that supports economical and sustainable use of resources, and emergency operation.

Initiative 1. Formalize Emergency Operational protocols in 2017.

Initiative 2. Establish an operational protocol for interoperability of the interconnected regional water facilities to optimize flexibility and rotational supply in 2019.



1- Regionalization & Diversification

Objective 1-2 Develop a “regional program plan” for capital funding of future regional pipelines and sources with SWFWMD, including sub-regional interconnections and Regional Participation in sub-regional projects of regional significance.

Initiative 1. Develop a comprehensive 5-Year CIP in 2017.

Initiative 2. Develop a comprehensive 20-year CIP in 2017.

Initiative 3. Coordinate regional program plan with SWFWMD in 2018.



1- Regionalization & Diversification

Objective 1-3 Interconnect all major supply facilities to the Regional Transmission System

Initiative 1. Establish processes for when new water supply is developed, how new supply projects are selected, and provide range of options for regional participation in 2017.

Initiative 2. Interconnect all existing major supply facilities to the Regional Transmission System by 2026.

Initiative 3. Interconnect all new major supply facilities to the Regional System as they are developed.



2- Financial Stability

2- Financial Stability
Nov 11, 2017/0800

Goal: The long-term aim of the Authority is to forge a system that is environmentally sensitive and sustainable, highly interconnected, diversified and affordable.

FINANCIAL STABILITY
Objectives & Initiatives

Objective 2-1 Strengthen the Authority's bond credit rating to optimize interest rates on future debt re-financing and new issuances.
Initiative 1. Formulate strategy for future debt service coverage in 2018.
Initiative 2. Review & optimize reserve funds targets in 2018.

Objective 2-2 Identify capital improvement funding needs, including, new connections to the regional system and regional pipelines for members and partners.
Initiative 1. Prepare a 5 year capital improvement plan in 2017.
Initiative 2. Prepare a 20 year capital improvement plan in 2017.

Objective 2-3 Establish contractual and financial policies that facilitate new connections for both supply lines and delivery to the Regional System from members and partners.
Initiative 1. Establish standard financial delivery & financing terms/Agreements for water conveyed through the Regional System in 2018.
Initiative 2. Establish terms for regional system assessment and capacity fees in 2018.
Initiative 3. Evaluate 7-year budgeting to support rate stability in 2017.

Objective 2-4 Investigate new funding sources and mechanisms outside of SHRWSD and state grants including the State Revolving Loans, WAPA et al. (ongoing).
Initiative 1. Participate in state and federal bid/lease opportunities to create and provide a continuous source for funding of water infrastructure (pumping).

Objective 2-5 Ensure Authority financial policies to ensure they support agency financial goals and needs as needed.
Initiative 1. Perform comprehensive review of Master Water Supply Contract to ensure it meets the current & future needs of Authority Customers through 2015.
Initiative 2. Establish a CIP reserve fund for non-REGA, "underwater" CIP Authority projects in 2018.



2- Financial Stability

Ann Lee, Team Lead

Administrators' Rev 11/18/2016

Goal: The long-term aim of the Authority is to forge a system that is environmentally sensitive and sustainable, highly interconnected, diversified & affordable.



2- Financial Stability

Objective 2-1 Strengthen the Authority's bond credit rating to optimize interest rates on future debt refunding and new issuances.

Initiative 1. Formulate strategy for future debt service coverage in 2018.

Initiative 2. Review & optimize reserve funds targets in 2018.



2- Financial Stability

Objective 2-2 Identify capital improvement funding needs, including, new connections to the regional system and regional pipelines for members and partners.

Initiative 1. Prepare a 5 year capital improvement plan in 2017

Initiative 2. Prepare a 20 year capital improvement plan in 2017



2- Financial Stability

Objective 2-3 Establish contractual and financial policies that facilitate new connections for both supply from and delivery to the Regional System from Members and partners.

Initiative 1. Establish standard financial delivery & receiving terms/requirements for water conveyed through the Regional System in 2018.

Initiative 2. Establish terms for regional system connection and capacity fees in 2018.

Initiative 3. Evaluate 2-year budgeting to support rate stability in 2017.



2- Financial Stability

Objective 2-4 Investigate new funding sources and mechanisms outside of SWFWMD and state grants including the State Revolving Loans, WIFIA et. al. (ongoing)

Initiative 1. Participate in state and federal legislative opportunities to create and provide a continuous source for funding of water infrastructure (ongoing).



2- Financial Stability

Objective 2-5 Review Authority financial policies to ensure they support agency financial goals and modify as needed.

Initiative 1. Perform comprehensive review of Master Water Supply Contract to ensure it meets the current & future needs of Authority Customers (2018 through 2019).

Initiative 2. Establish a CIP reserve fund for non-R&R, "Uniform Rate" CIP Authority projects in 2018.




3- Cooperation & Collaboration

3- Cooperation & Collaboration
 Richard Anderson, Team Lead Nov 13/07/2016

Goal: Maintaining a strong spirit of cooperation and addressing regional water supply needs through the leadership of the Authority and its member governments.

Goal: The Authority will seek to develop a significant, constructive role for all local governments in regional water supply planning and management.

COOPERATION & COLLABORATION	
Objectives	
Objective 3-1	Establish a mechanism for both Current Customer and Partner input into the water supply planning process.
Initiative 1	Working with Local Governments, identify projects of a regional nature that can be implemented using existing infrastructure between Authority, Members/Customer and Partners in 2018.
Initiative 2	Develop region-wide 'Program Plan' to optimize water quality consistency of current and future sources of supply through the Regional System in 2017.
Objective 3-2	Update Regional Water Supply Master Plan every 5-years or at greater frequency if conditions warrant (next scheduled update 2036).
Initiative 1	Complete an inventory of all existing reclaimed and storm water systems that have potential as future raw water sources in the region for inclusion in the next Regional Water Supply Plan Update in 2019.
Initiative 2	Develop a 'Dry Water' Initiative in conjunction with Regional Water Supply Plan Update in 2019.
Initiative 3	Coordinate process for developing water demand projections on a regional basis with Customers, Partners and SRWVMD in 2023.
Objective 3-3	Enhance Short term and long-term relationships with all water suppliers in the Authority service area.
Initiative 1	Identify and seek to improve existing infrastructure that could be used cooperatively among Authority Customers and Partners to increase available water for delivery and exchange and maintain connections in readiness to serve status in 2018.



3- Cooperation & Collaboration

Richard Anderson, Team Lead Administrators' Rev 11/18/2016

Goal: Maintaining a strong spirit of cooperation and addressing regional water supply needs through the leadership of the Authority and its member governments.

Goal: The Authority will seek to develop a significant, constructive role for all local governments in regional water supply planning and management.



3- Cooperation & Collaboration

Objective 3-1 Establish a mechanism for both Current Customer and Partner input into the water supply planning process.

Initiative 1. Working with Local Governments, identify projects of a regional nature that can be implemented using existing infrastructure between Authority, Members/Customers and Partners in 2018.

Initiative 2. Develop region-wide 'Program Plan' to optimize water quality consistency of current and future sources of supply through the Regional System in 2017.



3- Cooperation & Collaboration

Objective 3-2 Update Regional Water Supply Master Plan every 5-years or at greater frequency if conditions warrant (next scheduled update 2020).

Initiative 1. Complete an inventory of all existing reclaimed and storm water systems that have potential as future raw water sources in the region for inclusion in the next Regional Water Supply Plan Update in 2019.

Initiative 2. Develop a 'One Water' initiative in conjunction with Regional Water Supply Plan Update in 2019.

Initiative 3. Coordinate process for developing water demand projections on a regional basis with Customers, Partners and SWFWMD in 2019.



3- Cooperation & Collaboration

Objective 3-3 Enhance Short term and long-term relationships with all water suppliers in the Authority service area.

Initiative 1. Identify and seek to improve existing infrastructure that could be used cooperatively among Authority Customers and Partners to increase available water for delivery and exchange and maintain connections in readiness to serve status in 2018.



4- Water Advocacy

4- Water Advocacy

Pat Lockman, Town Lead

May 13, 2017/2018

Goal: The Authority will be a leader for water advocacy through participation in legislative water policy and environmental stewardship for water source, water supply and resource protection.

WATER ADVOCACY

Objectives

- Objective 4-1** Maintain an ongoing collaborative relationship with Customer government governing bodies and staff
- Initiative 1. Coordinate a list of water infrastructure needs to support legislative funding in 2017
 - Initiative 2. Develop mechanisms for regional involvement/support on sub-regional projects of regional significance in 2018.
- Objective 4-2** Provide a forum for partnership building with local governments, community organizations, business organizations and the public on water issues within the region
- Initiative 1. Identify key contacts and develop communications strategies in 2017
 - Initiative 2. Promote the value of water to the public and business community to build understanding and support (ongoing)
 - Initiative 3. Host outreach initiatives including annual B&Q at Peace River Facility and water forum to engage local and state officials in water issues (ongoing).
- Objective 4-3** Conduct online annual surveys of Customers and Partners leadership to determine effectiveness of the Authority's communications and outreach programs.
- Initiative 1. Develop survey to communicate to Customers and Partners in 2017.



4- Water Advocacy

Pat Lehman, Team Lead

Administrators' Rev 11/18/2016

Goal: The Authority will be a leader for water advocacy through participation in legislative water policy and environmental stewardship for water source, water supply and resource protection.



4- Water Advocacy

Objective 4-1 Maintain an ongoing collaborative relationship with Customer government governing bodies and staff.

Initiative 1. Coordinate a list of water infrastructure needs to support legislative funding in 2017.

Initiative 2. Develop mechanisms for regional involvement/support on sub-regional projects of regional significance in 2019



4- Water Advocacy

Objective 4-2 Provide a forum for partnership building with local governments, community organizations, business organizations and the public on water issues within the region.

Initiative 1. Identify key contacts and develop communications strategies in 2017.

Initiative 2. Promote the value of water to the public and business community to build understanding and support (ongoing).

Initiative 3. Host outreach initiatives including annual BBQ at Peace River Facility and water forum to engage local and state officials in water issues (ongoing).



4- Water Advocacy

Objective 4-3 Conduct routine annual surveys of Customers and Partners leadership to determine effectiveness of the Authority's communications and outreach programs.

Initiative 1. Develop survey to communicate to Customers and Partners in 2017.



IMPLEMENTATION STEPS

- I. Board approval: Feb 2017
- II. Begin addressing Initiatives
- III. Incorporate into future budgets
- IV. Periodic Board status reports
- V. Board Strategic Plan update: Feb 2019



REQUEST BOARD CONSENSUS

To present Strategic Plan Implementation with Objectives & Initiatives for final discussion and approval at the February 7, 2017, Board meeting.



PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2016

REGULAR AGENDA
ITEM 4

Regional Integrated Loop System Phase 1 Interconnect Project
[U.S. 17 to Punta Gorda]

Presenters - Chris Kuzler, P.E., King Engineering Associates, Inc.
Ford Ritz, P.E., Project Engineer

Recommended Action - **Status Report.** This item is presented for the Board's information and no action is required.

a. Phase 1 Interconnect Project Update

The Board selected King Engineering Associates, Inc. (King) for the Phase 1 Project and approved a work order for preliminary engineering and development of the Basis of Design Report (BODR) in March 2016. The project is being funded by SWFWMD, State Appropriations and Punta Gorda for a total budget of \$12-million. King submitted the Draft BODR in November 2016 which is currently under review by Member and Customer Governments, the City of Punta Gorda, SWFWMD and FDEP.

The Phase 1 Interconnect will connect the terminus of the Regional Transmission System on U.S. 17, at the Desoto/Charlotte County line with the Punta Gorda Shell Creek Facility (SCF). The proposed pipeline is a 24-inch diameter and approximately 6-miles in length that will convey potable water to and from the Authority's Regional System and the SCF. Work Order No. 2 for Final Design and Permitting will be presented at the February Board Meeting.

b. Draft Basis of Design Report

King hydraulically modeled the Phase 1 Interconnect and determined that the proposed 24-inch diameter pipe would meet flow and pressure demand requirements in accordance with the SWFWMD Cooperative Funding Agreement for the Regional System to deliver 4-mgd to the SCF and the SCF to deliver 2-mgd to the Regional System through the Phase 1 Interconnect. King assessed 3 alternate pipeline routes for final evaluation. All 3 routes cross Shell Creek by horizontal directional drilling. The 3 routes were compared and evaluated based upon several factors including cost, environmental factors/permitting, constructability, property/easement requirements, long term planning and public input.

King will discuss the project background, selection of alternate routes for evaluation, determination of the recommended route and method of crossing Shell Creek for the Phase 1 Interconnect and the Engineer's Opinion of Probable Cost and Schedule.

Attachments:

Tab A Phase 1 Interconnect Project Update and Draft Basis of Design Report (electronic)
Tab B Phase 1 Interconnect Project Draft BODR Board Presentation

TAB A
Phase 1 Interconnect Project Update and electronic copy of Draft Basis of Design Report

Project Status Report

Project: Regional Integrated Loop System Phase 1 Interconnect Pipeline Project
[U.S. 17 to Punta Gorda]

Date: December 7, 2016

Prepared by: Ford Ritz, P.E., Project Engineer

The following information summarizes the project description and current status. (see attached conceptual pipe route map).

Project Description

The Phase 1 Interconnect will provide a plant-to-plant connection between the Peace River Facility in DeSoto County with the Punta Gorda Shell Creek Water Treatment Plant in Charlotte County. The project will support the City in meeting drinking water quality requirements through blending with regional supply, provide back-up water supply to the DeSoto County system, and improve regional and local water supply system reliability. The Phase 1 Pipeline is bi-directional and is envisioned to delivery 4-million gallons per day (mgd) of regional finished water to the City's Shell Creek Facility and to receive 2-mgd from the Shell Creek Facility. The estimated project cost is \$12-million. The design and construction schedule is estimated to be 30 to 36 months from start to finish.

The project scope includes:

- Approximately 6.3 miles of a minimum of 24-inch diameter pipeline
- Directional drill or open cut crossing of Shell Creek (evaluated during design)
- Metering/SCADA and telemetry at connection facilities
- Need for pumping and storage facilities (evaluated during design)
- Conceptual route(s) (evaluated during design).

In 2006 the Authority completed a Regional Integrated Loop System Feasibility/Routing Study for proposed Regional Transmission Mains including the Phase 1 Interconnect. As currently envisioned, per the 2006 Recommended Route, the Phase 1 Interconnect begins at the terminus of the regional system's DeSoto Regional Transmission Main on U.S. 17 at the DeSoto/Charlotte County line, continues south along U.S. 17, east and south along Washington Loop Road, along an abandoned railroad corridor, and across Shell Creek to the City's Shell Creek WTP. Refer to the attached conceptual route map.

Current status

The Phase 1 Interconnect was Board approved for Design by King Engineering Associates, Inc. (King) on February 25, 2016. The Notice-to-Proceed for Work Order 1- Preliminary Design Services/Basis of Design Report was issued to King on March 5, 2016, subsequent to execution of the SWFWMD Cooperative Funding Agreement. The Project Kick-Off Meeting was held on March 15, 2016.

This period King completed the preliminary draft Basis of Design Report (BODR) in late September and submitted it to the Authority for review. King assessed 3 alternate pipeline routes for final evaluation. All three routes cross Shell Creek by Horizontal Direction Drilling (HDD).

On November 16, 2016 King submitted the final draft of the BODR to the Authority. King Recommended Route 2 which follows the original Phase 1 Interconnect Route from the 2006 60%-complete Phase 1 Design Build Project with the following exceptions:

- New Pipeline is not in or on the Hendrickson Dam embankments
- As currently proposed, the Pipeline crosses Shell Creek by HDD downstream of the Hendrickson Dam, upland to upland.

The Engineer's Opinion of Probable Cost for the new Phase 1 Pipeline is \$11,960,000. The Phase 1 Pipeline is scheduled to be operational by February 2020.

On November 17th the final draft of the BODR was submitted to Charlotte, Desoto, Sarasota and Manatee Counties, the Cities of North Port, and Punta Gorda, the South West Florida Water Management District (SWFWMD) and the Florida Department of Environmental Protection (FDEP) for feedback.

Project History Briefing

Project: Regional Integrated Loop System Phase 1 Interconnect Pipeline Project
[U.S. 17 to Punta Gorda]

Date: December 7, 2016

Prepared by: Ford Ritz, P.E., Project Engineer

The following information summarizes the historical milestones and events of the Regional Integrated Loop System Phase 1 Interconnect.

- July 24, 2015 The Authority Advertised for Consultant Statement of Qualifications (SOQs) for engineering design and construction management services for the Phase 1 Regional Interconnect Pipeline Project.
- August 25, 2015 Deadline for consultant SOQ package. Five SOQ packages were timely received by the following:
 - Atkins North America, Inc.
 - Johnson Engineering, Inc.
 - Kimley Horn and Associates, Inc.
 - King Engineering Associates, Inc.
 - TKW Consulting Engineers, Inc.
- August 28, 2015 Electronic Copies of the SOQ Packages were distributed to member and customer utility directors and the SWFWMD for feedback or comments. Feedback was requested by September 14, 2015.
- Sept. 22, 2015 A short list of three Consultants were listed in alphabetical order and posted on the Authority Web Site.
 - Atkins North America, Inc.
 - King Engineering Associates, Inc.
 - TKW Consulting Engineers, Inc.
- October 7, 2015 Short listed consultants gave their presentations and were interviewed by the Authority Board. King Engineering Associates, Inc. was

selected by the Board for the Phase 1 Project.

- December 2, 2015 The Authority Board approved the Interlocal Agreement for the Phase 1 Regional Interconnect Between the PRMRWSA and the City of Punta Gorda.
- December 2, 2015 The Consent Request for approval of the Authority/Punta Gorda Phase 1 Interconnect Project was submitted to the Charlotte County Board of County Commissioners.
- February 23, 2016 Charlotte County Board of County Commissioners granted Consent for the Phase 1 Interconnect Project.
- February 25, 2016 The Authority Board (Special Board Meeting) Approved the following:
 - The Interlocal Agreement between PRMRWSA and DeSoto County for the Phase 1 Regional Interconnect.
 - The Cooperative Funding Agreement between the SWFWMD and PRMRWSA for the Phase 1 Regional Interconnect for a total of \$12 million. Subdivided into Punta Gorda payment of \$2 million, State Appropriations of \$4 million and SWFWMD Cooperative Funding of \$6 million.
 - The Contract for Professional Engineering Services for Design and Construction Management/Inspection for the Phase 1 Regional Interconnect with King Engineering Associates, Inc. King).
 - Work Order No. 1 for Preliminary Design Services of Phase 1 with King in the amount of \$278,760. The effort for completion of Work Order 1 is 180- calendar days from the Notice-to-Proceed date.
- March 5, 2016 Pending execution of the Cooperative Funding Agreement between the SWFWMD and PRMRWSA for the Phase 1 Regional Interconnect the Notice-to-Proceed was issued to King for Work Order 1, Preliminary Design Services.
- March 15, 2016 The Phase 1 Interconnect kickoff meeting was held at the Peace River Facility. The meeting was attended by Authority staff, SWFWMD, King and the City of Punta Gorda.

- **April/May 2016** On April 18, 2016, a Coordination Meeting was held with Florida Power and Light, regarding Easements/ROW on potential project Routes. The meeting was attended by King, Authority, and FPL.

On April 28, 2016, a Project Progress Meeting held. The meeting was attended by the Desoto County, SWFWMD, King and Authority staff. Items discussed included:

1. Status of Preliminary Engineering Effort
2. Project Metering and SCADA requirements
3. Operations of Project Prairie by Desoto County
4. Status of Route Evaluations
5. Schedule for BODR

On May10, 2016, a Project Progress meeting was held with the Desoto County at the South Booster Station/Project Prairie site. The meeting was attended by Desoto County, King, and Authority staff. The group toured the site including the pump building, yard piping routes, and meter assemblies. Desoto County described how water flow is control at the Booster Station. Phase 1 yard piping, meters and telemetry alternatives as well as potential site locations for new meter assemblies were discussed.

Also on May 10, 2016 a Project Progress meeting was held with Punta Gorda at the Shell Creek Water Treatment Plant. The meeting was attended by Punta Gorda, King and Authority staff. Phase 1 connection points at the Plant, metering, and telemetry were discussed. Coordination between the Phase 1 and the City's RO Plant construction schedules were also discussed. The group toured the Shell Creek reservoir and dam. King explained alternate construction methods for crossing Shell Creek that are being evaluated. The City plans to implement and operate Phase 1 flow control set points similar to the current Phase 1A flow control scheme.

- **June/July 2016** On June 23, 2016, a Project Progress Meeting was held. The meeting was attended by the City of Punta Gorda, Desoto County, SWFWMD, King and Authority staff. Items discussed included:

1. Status of Preliminary Engineering Effort
2. Pipeline Hydraulics, including City, and County demands and

delivery points. An interim connection at Shell Creek was discussed since the Phase 1 Interconnect is scheduled to be completed prior to the Shell Creek RO Facility.

3. Status of Route Evaluations; discussions focused on Phase 1 Interconnect Routes evaluated in the 2006 Routing Study (4-Routes) and a new Route 5, per King.
4. Discussions/concerns regarding the Hendrickson Dam embankments, including embankment geotechnical issues that occurred during the 2009 Dam Improvements Project.
5. Pros and cons for pipe crossing methods/locations @ Shell Creek.
6. Land Requirements for the new Route 5 (west of the Hendrickson Dam) adjacent to the FPL ROW.
7. Next period King will complete the Route Evaluation which includes re-evaluation of 4-routes from the 2006 Regional Integrated Loop System Feasibility/Routing Study and Route-5 per King.
8. A Public Meeting for the Phase 1 Interconnect will be schedule in early August.
9. Development of the Basis of Design Report by King is on schedule and on budget.

- August/Sept. 2016 On August 11, 2016, a Project Information Meeting was held at the Lashley Park Municipal Marina in Punta Gorda from 6:00pm to 8:00pm. In addition to private citizens, the meeting was attended by the City of Punta Gorda, Charlotte County, SWFWMD, King and Authority staff. Three potential routes, Route 1, Route 2 and Route 5, were shown on poster boards and discussed with attendees. Private citizens were provided with comment cards and asked to provide a preference ranking of the routes.

Poster boards regarding, how the Phase 1 pipeline fits into the Authority's Regional Vision for transmission mains to interconnect water treatment plants, project goals, funding sources, construction methods for crossing Shell Creek and Schedule were also shown and discussed with attendees.

The Project Information Meeting was advertised in local papers and over 250 letters of invitation were sent out to residents and businesses along prospective routes, and to Local and State government officials.

On August 17, 2016 an Operations Coordination Meeting was held with the City of Punta Gorda to discuss operations, meter configurations and instrumentation, residuals and connection points for the Phase 1 Interconnect at the Shell Creek Water Treatment Plant. Much of the meeting focused on interim operation of the Phase 1 Interconnect prior to the City's Reverse Osmosis Treatment Plant

coming on line. The meeting was attended by King, City and Authority staff.

On September 15, 2016 an Operations Coordination Meeting was held with Desoto County to review the status of the Phase 1 Project with the County and to discuss future operations, meter configurations, instrumentation and connection points for the Phase 1 Interconnect at the County's Project Prairie facility.

The Authority is currently reviewing draft sections of the Basis of Design report. King Engineering Associates continues to evaluate pipeline routes, and develop preliminary design requirements and Opinion of Probable Construction Costs for each prospective pipeline route.

- Oct./Nov. 2016 On September 26th King submitted the preliminary draft of the Basis of Design Report (BODR) to the Authority. The Authority reviewed and forwarded comments to King on October 6th. The preliminary draft BODR did not include results for soil borings in Shell Creek at the proposed Route 2 and Route 5 creek crossings as discussed below. Per the preliminary draft BODR, Route 2 is now proposed to cross downstream of the Hendrickson Dam (previously it was going to cross upstream of the Dam). The Route 2 Shell Creek crossing by horizontal directional drill was moved downstream because it is shorter/less expensive.

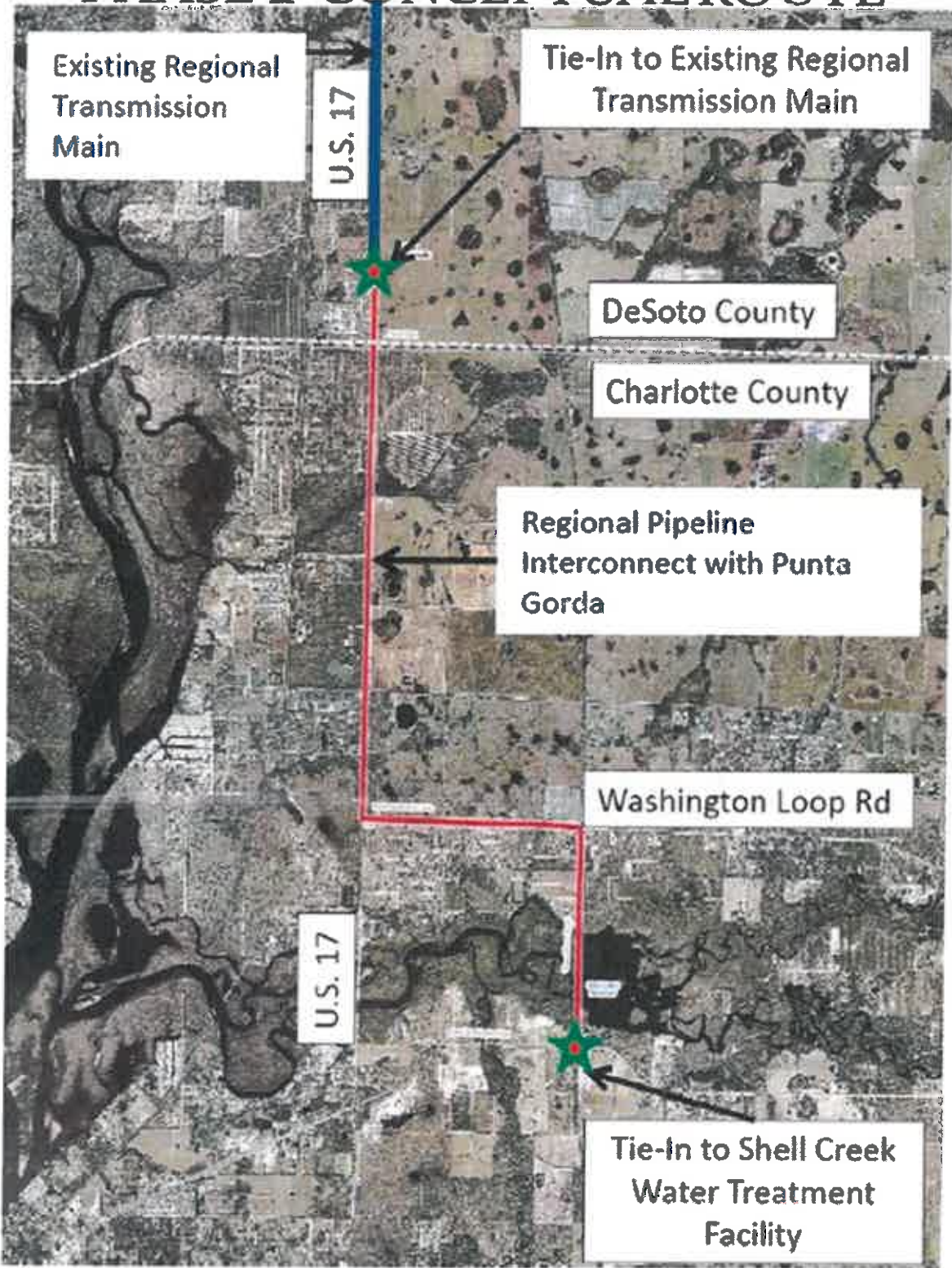
King's Geotechnical sub-consultant performed soil borings at Routes 2 and 5 in Shell Creek in the vicinity of the horizontal directional drill (HDD) creek crossings. The proposed Route 2 HDD creek crossing is approximately 300-lf downstream of the Hendrickson Dam. The proposed Route 5 HDD creek crossing is about 1.5 miles downstream of the Hendrickson Dam adjacent to a Florida Power and Light power line crossing. The soil borings were performed during the last week of September. The soil boring report was submitted to King October 11th. King evaluated the results of the soil borings for inclusion in the final draft of the Phase 1 draft BODR.

On November 1, 2016 a progress meeting was held with King and Authority Staff.

On November 16, 2016 King submitted the final draft of the Phase 1 Interconnect BODR which evaluated 3 route alternatives. Based on preliminary engineering evaluation and analysis Route 2 was recommended.

On November 17, 2016 the final draft of the Phase 1 Interconnect BODR was submitted to Charlotte County, Desoto County, Manatee, and Sarasota Counties as well as the City of North Port, the City of Punta Gorda, SWFWMD and FDEP for feedback. Review comments to the Authority are anticipated to be received by December 17, 2016.

PHASE 1 CONCEPTUAL ROUTE



TAB B
Presentation Materials - Phase 1 Interconnect Project Draft Basis of Design Report

Peace River / Manasota Regional Water Supply Authority

Regional Integrated Loop System
Phase 1 Interconnect Project
[US 17 to Punta Gorda]

King
ENGINEERING ASSOCIATES, INC.

Peace River Manasota Regional Water Supply Authority
Regional Phase I Drinking Water Pipeline Project



Project Purpose

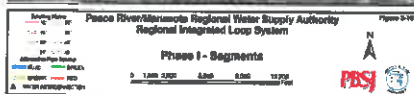
Initiated in 2006, the original Phase 1 Interconnect Project, has been re-purposed to:

- Deliver Regional Water to the City of Punta Gorda;
- Provide a back-up supply to DeSoto County;
- Provide a means for Punta Gorda to deliver water to the Regional System;
- Provide water to the developing US 17 Corridor in Charlotte County; and,
- Improve water supply availability and reliability in the Region.

Pipeline Sizing

- **Hydraulic Modeling Confirmed 24-inch Pipeline Will Deliver Water as Required:**
 - Minimum 4 MGD from Regional System to Shell Creek Facility
 - Minimum 2 MGD from Shell Creek Facility to Regional System

2006 Routing Study – Alternative Pipeline Routes

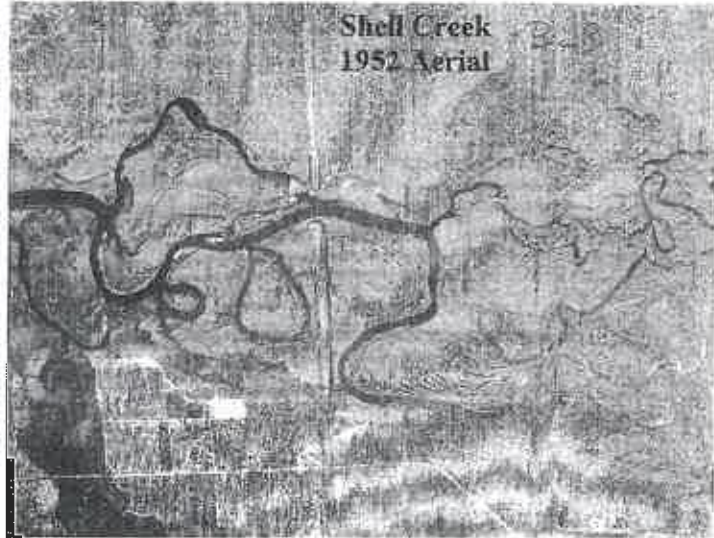


- **Recommended 2006 Route:**
 - From the DeSoto County's South Booster Station
 - South on US 17
 - East on North Washington Loop Road
 - South along the City-owned Hendrickson Dam across Shell Creek (Including Horizontal Directional Drill Upstream of Dam Spillway)
 - To the Shell Creek Facility

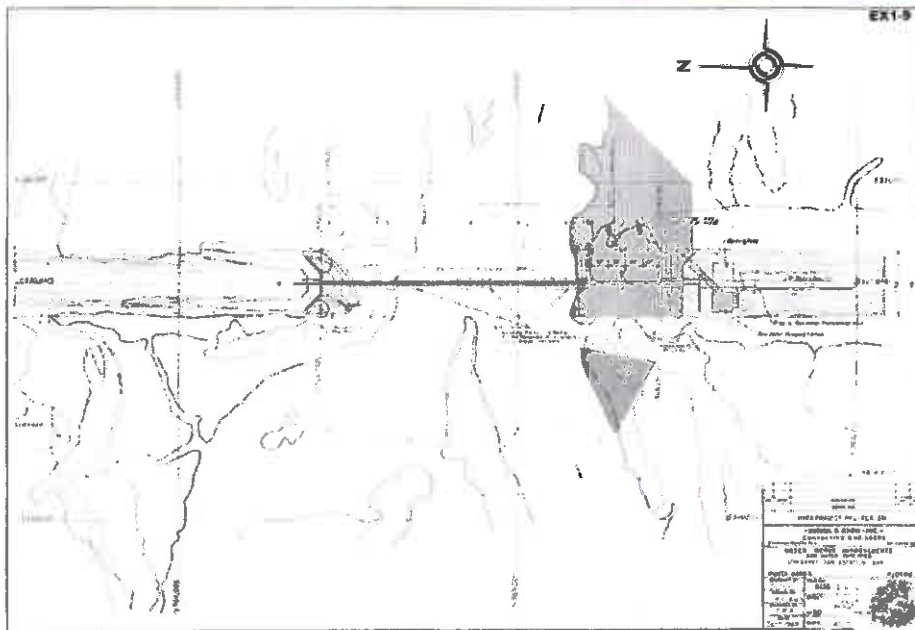
Hendrickson Dam

Prior to the Dam's construction, railroad crossed Shell Creek:

- Earthen embankments extended between North and South Washington Loop Roads
- Trestles supported the RR tracks over Shell Creek



Hendrickson Dam Original Dam Construction - 1963



2009 Hendrickson Dam Rehabilitation

Dam rehabilitation included:

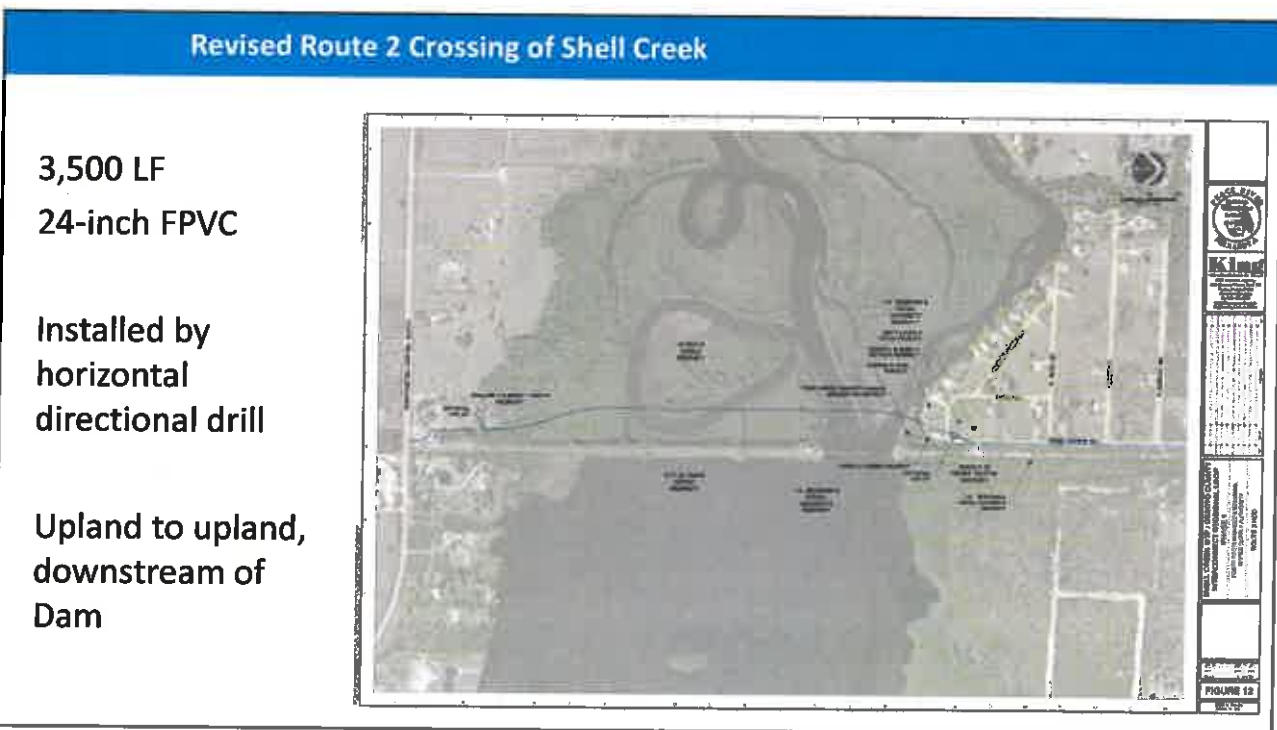
- Removal of vegetation from embankments
- Flattening embankment slopes
- Raising north abutment
- Replacing spillway
- Installing rip-rap on downstream side of spillway

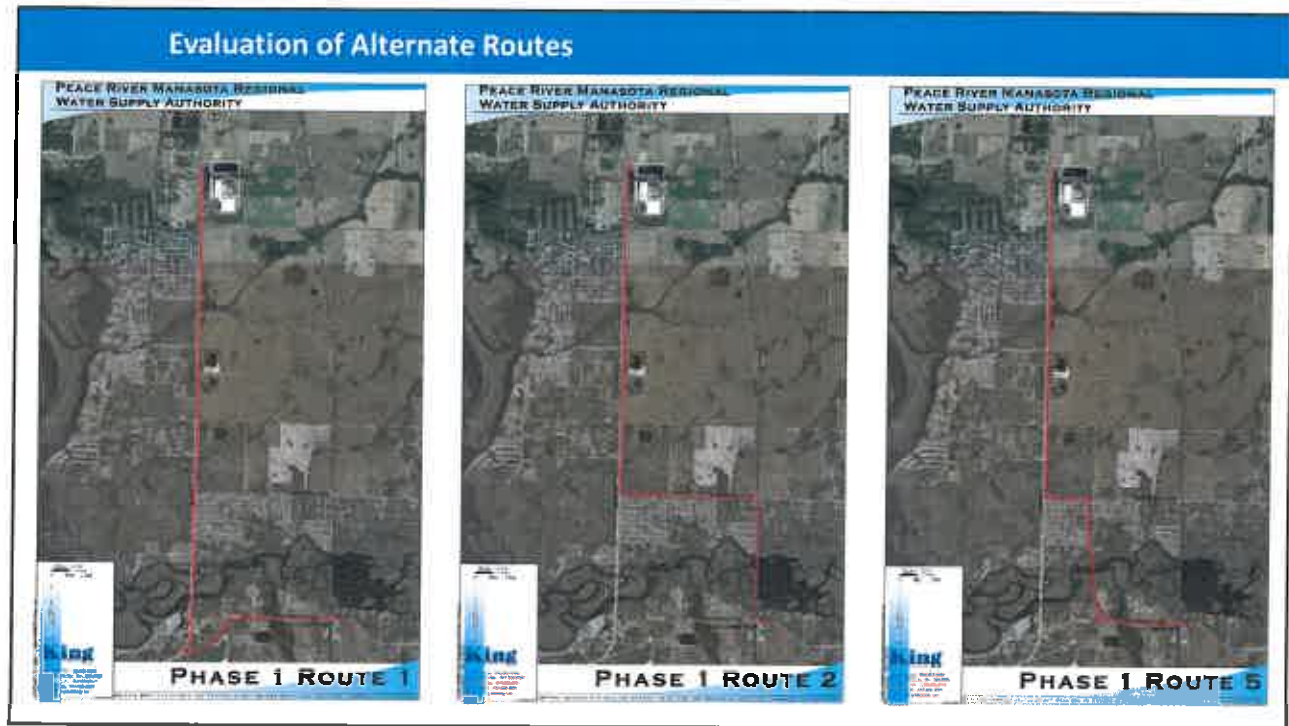


Hendrickson Dam Spillway Improvements 2009

- During construction, a slope failure of the embankment occurred.
- Geotechnical studies were performed, and the Dam was repaired by the City.
- These studies suggest that an alternate pipeline crossing of Shell Creek be investigated.
- The Shell Creek crossing became the most challenging aspect of this project, as previous assumptions of pipe placement in embankment were found to be invalid.







Route Evaluation Criteria

- **Constructability**
 - Safety
 - Utility Conflicts
 - Geotechnical Issues
 - Potential for Unforeseen Construction Difficulties
- **Environmental Factors**
 - Habitat Impacts
 - Wetland Impacts
 - Potential for Hazardous Materials
 - Permitting Complexities
- **Long Term Planning**
 - Future Planned Projects
- **Property Acquisition**
- **Public Input**
- **Cost**

Route Evaluation

Route Criteria	Route 1	Route 2	Route 5
Constructability	8	9	8
Safety	8	8	8
Unknowns	9	9	9
Utility Conflicts	7	9	7
Geotechnical Considerations	9	9	9
Environmental Factors	9	8	9
Extra Permits	9	10	9
Habitat Impacts	7	5	7
Hazardous Materials	8	9	9
Wetland Impacts	10	10	10
Long Term Planning / Future Projects	9	9	8
Property / Easement Acquisition	10	10	9
Public Input	2	7	7
Cost	4	10	7
Total	42	53	48

Weighted Route Evaluation

Weighted Summary	Weight	Route 1	Route 2	Route 5
Constructability	3	24	27	25
Environmental Factors	3	26	25	26
Long Term Planning	1	9	9	8
Property	2	20	19	18
Public Input	2	4	14	14
Cost	3	12	30	21
Total		95	125	112

Routes 1 and 5 are Not Preferred

- Both Routes 1 and 5 are more expensive than Route 2:
 - Route 1 = \$13,448,000
 - Route 5 = \$12,560,000
 - Route 2 = \$11,960,000
- Route 5 requires easements from multiple property owners, the acquisition of which could delay the project
- Route 1 significantly more expensive, not preferred by the public and construction is impacted by eagle's nest

Recommended Route

- Recommended 2016 Alignment - Route 2
- Same as 2006 route, except:
 - HDD is downstream from Dam
 - Pipeline is neither in nor on the Dam's embankment
 - Additional survey and geotechnical data collected in final design to confirm crossing viability



Pipeline Design & Bidding/Contract Considerations

- Vertical Alignment, including Pipeline Appurtenances
- Pipeline Design Criteria
 - Pressures
 - Materials
 - Linings & Coatings
 - Joint Design and Restraint
- Soil Corrosion Control
- Points of Connection
 - DeSoto County South Booster Station Site
 - City of Punta Gorda Shell Creek Water Treatment Plant
- Bidding and Contract Considerations, such as Contractor Pre-Qualification

Permitting

- Permits are required and will be obtained for:
 - Right of Way Use (FDOT & Charlotte County)
 - State-Wide Environmental Resource
 - Florida Fish and Wildlife Conservation Commission
 - Army Corp of Engineers
 - FDEP Drinking Water

Project Cost Summary for Recommended 2016 Alignment

Item Description	Route 2
DIP Open Cut - Installed Cost	\$5,400,000
Appurtenances and Fittings	\$572,800
Shell Creek Crossing Cost	\$2,170,000
Other Special Construction Cost	\$130,000
Roadway Restoration	\$13,900
MOT	\$218,000
Scrub Jay Habitat Mitigation	\$76,700
Meter Stations (2)	\$400,000
Land Acquisition	\$64,600
Charlotte County Testing Allowance	<u>\$15,000</u>
Subtotal	\$9,061,000
Contingency (10%)	<u>\$907,000</u>
Subtotal	\$9,968,000
Engineering Services	<u>\$1,994,000</u>
Project Total	\$11,960,000

Note: Route 2 costs based on a DIP open cut length of 29,990 LF and Shell Creek FPVC HDD crossing length of 3,500 LF.

Project Schedule Summary

Task	Completed By
Preliminary Engineering	December 2016
Design	February 2018
Easement Acquisition	August 2017
Permitting	July 2018
Bidding and Award	November 2018
Construction, Substantial Completion	January 2020
Finish Construction, Startup	February 2020

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2016

REGULAR AGENDA
ITEM 5

Phase 1A Regional Interconnect with Punta Gorda Operational Protocol

Presenter -

Mike Coates, Deputy Director
Richard Anderson, System Operations Manager

Recommended Action -

Status Report. This item is presented for the Board's information and no action is required.

In addition to providing service to Charlotte County in the Deep Creek area, the Phase 1A Pipeline interconnects the Authority's Regional System with the City of Punta Gorda. This connection is intended to improve reliability for both systems, providing service in event of emergencies, as well as supporting water purchase or transfer when needed by the City and the Regional System.

Phase 1A was placed in service in October 2012 and includes approximately nine-miles of 24-inch diameter pipeline, and a 6 MGD pumping station with 500,000 gallon finished water storage tank. There are five (5) connections serving Charlotte County on the north side of the Peace River, and one connection with the City of Punta Gorda water system along U.S. 17 south of the river. Operation of the connection with the City of Punta Gorda is conducted in accordance with a September 2013 'Water Systems Interconnect and Water Transfer Contract' between the Authority and the City. That Contract was amended in February 2016 to include the Phase 1 Regional Interconnect which is currently in the design stage.

Staff will discuss the operational protocol in use for the Phase 1A connection with the City of Punta Gorda such that these facilities remain in a ready-to-serve status at all times.

Attachments:

- Tab A Facilities Location Map
- Tab B Presentation Materials
- Tab C 'Water Systems Interconnect and Water Transfer Contract Between the Peace River Manasota Regional Water Supply Authority and the City of Punta Gorda (9/23/13 original Agreement and 2/17/16 first Amendment)'

TAB A
Phase 1A Location Map

Peace River Manasota Regional Water Supply Authority Regional Vision for 2035



September 2016

TAB B
Presentation Materials

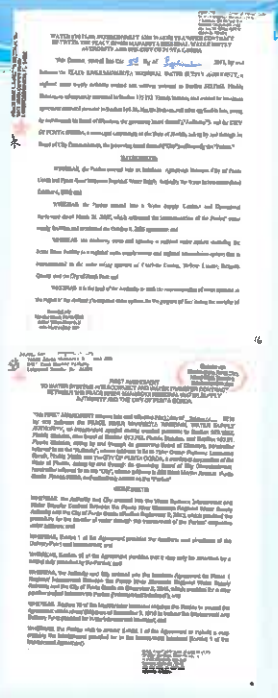
Phase 1A Regional Interconnect Operational Protocol with Punta Gorda

Regular Item 5
December 7, 2016

Phase 1A Regional Interconnect

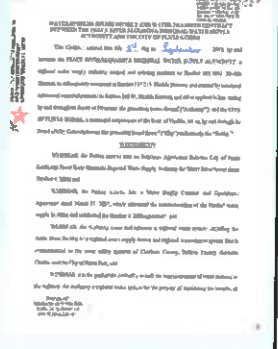



‘Whereas, it is the goal of the Authority to seek interconnection of water systems in the region to the Authority’s regional water system for the purpose of facilitating the transfer of water among utilities for emergency, or other conditions, to provide a reliable, sustainable water supply to the residents of the region’



Water Systems Interconnect and Water Transfer Contract’

- Seasonal Water Exchange
 - Facilitate Pipeline Readiness
 - Intended to Net Zero Each FY
 - Payment Required for Excessive Imbalance
- Provision for Water Purchase
 - Rate Same for Buying & Selling
- Water Quality Requirements
 - Meet all Drinking Water Standards
- No Annual Delivery Requirement
- Mutual Consent on Deliveries



Water Systems Interconnect and Water Transfer Contract' (Continued)

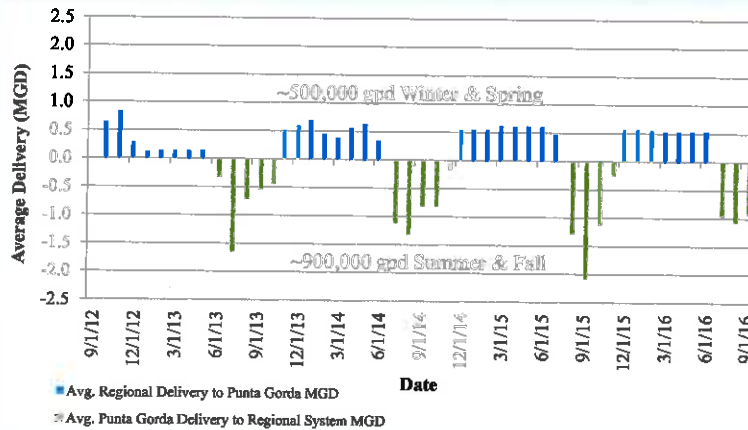


- Authority Operates & Maintains Everything from Interconnect North
- City Operates & Maintains Regional Pipe Segment along Washington Loop
- Agreement Term – 10 Years
 - Sept 2013 through Sept 2023
 - Option for 5-Year Extension

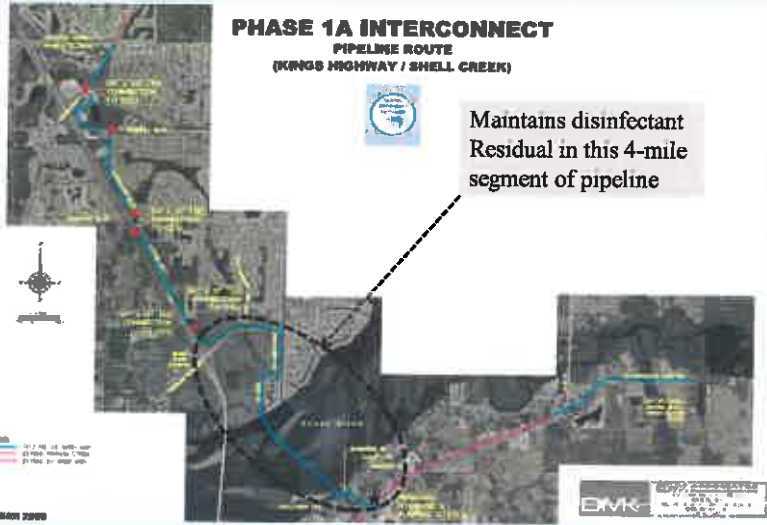
PHASE 1A INTERCONNECT
PIPERLINE ROUTE
 (PUNTA GORDA - REGIONAL SYSTEM)

THE CITY OF PUNTA GORDA AND THE REGIONAL WATER SUPPLY AUTHORITY (RWASA) HAVE ENTERED INTO A 10-YEAR AGREEMENT TO OPERATE AND MAINTAIN THE PHASE 1A INTERCONNECT PIPELINE ROUTE. THE AGREEMENT PROVIDES FOR THE OPERATION AND MAINTENANCE OF THE PIPELINE FROM THE PUNTA GORDA WATER TREATMENT PLANT TO THE REGIONAL SYSTEM. THE PIPELINE IS A 10- INCH DIAMETER PIPELINE THAT WILL BE USED TO TRANSPORT WATER FROM THE PUNTA GORDA WATER TREATMENT PLANT TO THE REGIONAL SYSTEM. THE PIPELINE IS A 10- INCH DIAMETER PIPELINE THAT WILL BE USED TO TRANSPORT WATER FROM THE PUNTA GORDA WATER TREATMENT PLANT TO THE REGIONAL SYSTEM. THE PIPELINE IS A 10- INCH DIAMETER PIPELINE THAT WILL BE USED TO TRANSPORT WATER FROM THE PUNTA GORDA WATER TREATMENT PLANT TO THE REGIONAL SYSTEM.

Current Operation - Exchange



Why These Flows?



The Benefits

- Collaborative Effort with the City
- Emergency Connection - Always Ready for Use
- No Flushing Required
- Supports Future Interconnections & Supply Routing



Questions

Peace River Manasota Regional Water Supply Authority Regional Vision for 2035



TAB C
Water Systems Interconnect and Water Transfer Contract
Between PRMRWSA and the City of Punta Gorda



Return to: *Proposed 54*
Peace River Manasota Regional WSA
9415 Town Center Parkway
Lakewood Ranch, FL 34202



**FIRST AMENDMENT
TO WATER SYSTEMS INTERCONNECT AND WATER TRANSFER CONTRACT
BETWEEN THE PEACE RIVER MANASOTA REGIONAL WATER SUPPLY
AUTHORITY AND THE CITY OF PUNTA GORDA**

This FIRST AMENDMENT entered into and effective this 17 day of February, 2016 by and between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an independent special district created pursuant to Section 373.1962, Florida Statutes, now found at Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes, acting by and through its governing Board of Directors, hereinafter referred to as the "Authority", whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, and the CITY OF PUNTA GORDA, a municipal corporation of the State of Florida, acting by and through its governing Board of City Commissioners, hereinafter referred to as the "City", whose address is 326 West Marion Avenue, Punta Gorda, Florida 33950, and collectively known as the "Parties".

WITNESSETH:

WHEREAS, the Authority and City entered into the Water Systems Interconnect and Water Transfer Contract Between the Peace River Manasota Regional Water Supply Authority and the City of Punta Gorda effective September 3, 2013, which provided the procedure for the transfer of water through the interconnect of the Parties' respective water systems; and

WHEREAS, Exhibit 1 of the Agreement provides the locations and structures of the Delivery Point and Interconnect; and

WHEREAS, Section 18 of the Agreement provides that it may only be amended by a writing duly executed by the Parties; and

WHEREAS, the Authority and City entered into the Interlocal Agreement for Phase 1 Regional Interconnect Between the Peace River Manasota Regional Water Supply Authority and the City of Punta Gorda on December 2, 2015, which provides for a new pipeline project between the Parties ("Interconnect Interlocal"); and

WHEREAS, Section 10 of the Interconnect Interlocal requires the Parties to amend the Agreement within ninety (90) days of December 2, 2015 to include the Interconnect and Delivery Point provided for in the Interconnect Interlocal; and


WHEREAS, the Parties wish to amend Exhibit 1 of the Agreement to include a map showing the Interconnect provided for in the Interconnect Interlocal (Exhibit 1 of the Interconnect Agreement).

CHARLOTTE COUNTY CLERK OF CIRCUIT COURT
OR BOOK: 4066 PAGE 1277 PAGE: 1 OF 19
INSTR # 2425425 Doc Type: AGR
Recorded: 3/30/2016 at 2:58 PM
Rec. Fee: RECORDING \$163.00
Cashier By: TERESAH


NOW THEREFORE, in consideration of the mutual terms and covenants and conditions contained herein, the parties hereby mutually agree to amend the Agreement as follows:

1. Exhibit 1 of the Interconnect Interlocal is added to Exhibit 1 of the Agreement.
2. The terms, covenants and conditions set forth in the Agreement that have not been specifically amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this FIRST AMENDMENT on the day and year set forth above.



 ATTEST:



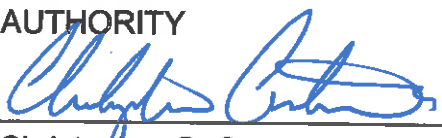
 Patrick J. Lehman, P.E.

 Executive Director

PEACE RIVER MANASOTA

 REGIONAL WATER SUPPLY

 AUTHORITY




 Christopher G. Constance

 Chair

 1/28/16

 Date

APPROVED TO AS FORM:



 Douglas Manson

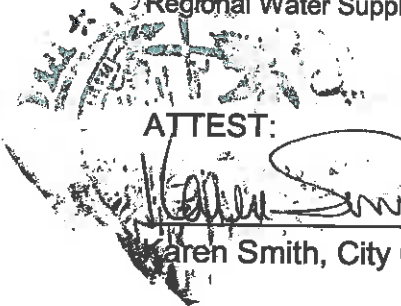
 General Counsel for Peace River Manasota

 Regional Water Supply Authority

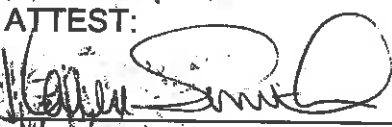
BOARD APPROVED

JAN 28 2016

**Peace River Manasota
Regional Water Supply Authority**

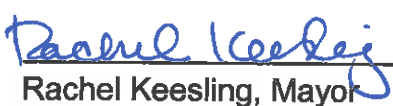


 ATTEST:



 Karen Smith, City Clerk

CITY OF PUNTA GORDA




 Rachel Keesling, Mayor

 02/17/16

 Date

APPROVED TO AS FORM:

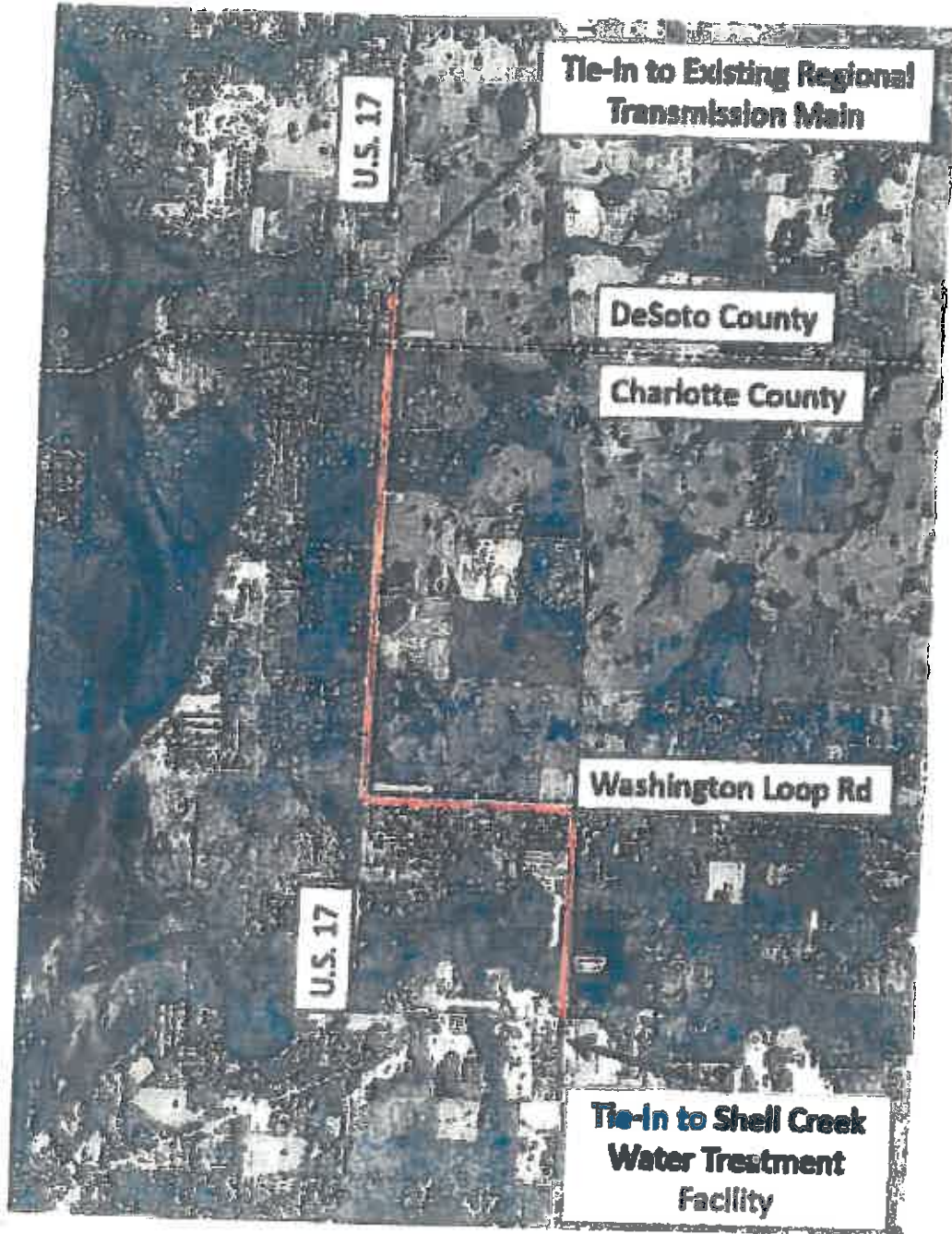


 David Levin

 City Attorney for Punta Gorda

EXHIBIT 1

**Phase 1 Interconnect
Proposed Pipeline Route
(U.S. 17 to Punta Gorda)**



**WATER SYSTEMS INTERCONNECT AND WATER TRANSFER CONTRACT
BETWEEN THE PEACE RIVER MANASOTA REGIONAL WATER SUPPLY
AUTHORITY AND THE CITY OF PUNTA GORDA**

This Contract, entered into this 3rd day of September, 2013, by and between the PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY, a regional water supply authority created and existing pursuant to Section 373.1962, Florida Statutes, as subsequently reenacted in Section 373.713, Florida Statutes, and created by interlocal agreement executed pursuant to Section 163.01, Florida Statutes, and other applicable law, acting by and through its Board of Directors, the governing board thereof ("Authority"); and the CITY OF PUNTA GORDA, a municipal corporation of the State of Florida, acting by and through its Board of City Commissioners, the governing board thereof ("City") collectively the "Parties."

WITNESSETH:

WHEREAS, the Parties entered into an Interlocal Agreement Between City of Punta Gorda and Peace River Manasota Regional Water Supply Authority for Water Interconnect dated October 4, 2006; and

WHEREAS, the Parties entered into a Water Supply Contract and Operational Agreement dated March 21, 2007, which addressed the interconnection of the Parties' water supply facilities and terminated the October 4, 2006 agreement; and

WHEREAS, the Authority owns and operates a regional water system including the Peace River Facility as a regional water supply source and regional transmission system that is interconnected to the water utility systems of Charlotte County, DeSoto County, Sarasota County, and the City of North Port; and

WHEREAS, it is the goal of the Authority to seek the interconnection of water systems in the region to the Authority's regional water system for the purpose of facilitating the transfer of

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PEACE RIVER MANASOTA REGIONAL WATER
9415 TOWN CENTER PKWY
LAKEWOOD RANCH, FL 34202



water among utilities under emergency, or other conditions, to provide a reliable and sustainable water supply to the residents of the region; and

WHEREAS, the City owns and operates the City of Punta Gorda Water Treatment Plant and water distribution system serving the residents of the City and unincorporated portions of Charlotte County; and

WHEREAS, the City seeks the interconnection of the City's water system to the Authority's regional water system; and

WHEREAS, the Authority and the City Water Systems are now interconnected to transfer water in either direction in case of emergency conditions and to further assure an adequate public drinking water supply for the Parties in the future; and

WHEREAS, the Parties agree to establish a procedure for the transfer of water through the interconnect of the Parties' respective water systems.

NOW THEREFORE, in consideration of the foregoing, which shall be deemed an integral part of this Contract and of the mutual covenants contained herein, the Parties intending to be legally bound hereby agree as follows:

1. **DEFINITIONS.** In the absence of a clear implication otherwise, capitalized terms used in this Contract and in the attached exhibits shall have the following meanings:

- 1.1. Authority. The Peace River Manasota Regional Water Supply Authority.
- 1.2. Authority Available Water. A quantity of potable water available from the Authority for delivery to the City after the Authority has met its obligations to Authority Customers under the Master Water Supply Contract.
- 1.3. Authority Regional Transmission System. Those facilities, including appurtenant and associated facilities owned by the Authority pertaining to the delivery and measurement

of potable water including but not limited to primary transmission pipes, real property, interest in real property, fixtures, personal property.

- 1.4. Available Water. Water from either Party meeting the definition of Authority Available Water and/or City Available Water.
- 1.5. City Available Water. A quantity of water available from the City for delivery to the Authority generally comprised of the surplus of potable water which remains after the City has accounted for its local needs, including customer demands, operational constraints and regulatory capacity.
- 1.6. City Water System. All real property, interest in real property, fixtures, personal property, wells, buildings, treatment systems, pumps, pipes, storage facilities, reservoir(s), aquifer storage and recovery facilities and appurtenant or associated facilities owned by Punta Gorda and pertaining to the delivery and measurement of potable water.
- 1.7. Conjunctive Water Use Permit. The Southwest Florida Water Management District water use permit number 20012926.000 and as subsequently renewed or modified.
- 1.8. Contract Year. The period between execution of this Agreement and September 30, 2013, and each fiscal year (beginning on each October 1, and ending on the immediately following September 30) thereafter during the term of this Contract.
- 1.9. Delivery Point(s). The physical location(s) of interconnection between the Authority's Regional Transmission System and the City's Water System shown in Exhibit 1.
- 1.10. Interconnect(s). The structure(s) installed by the Authority at the Delivery Point(s), that enable(s) water transfer/delivery between the Authority's Regional Transmission System and the City's Water System shown in Exhibit 1.

- 1.11. Master Water Supply Contract. The Peace River Manasota Regional Water Supply Authority Master Water Supply Contract dated October 5, 2005 and as subsequently amended within operational constraints and regulatory capacity.
- 1.12. MGD. Million gallons per day.
- 1.13. MGY. Million gallons per year.
- 1.14. Party or Parties. Party shall mean a signatory to this Contract. Parties shall mean the City and the Authority.
- 1.15. Water Exchange. Available Water agreed to be exchanged on a gallon-for-gallon basis during the course of a Contract Year to facilitate pipeline readiness or for other mutually acceptable purposes.
- 1.16. Water Meter(s). The water meter(s) located at the Delivery Point(s) that measure all water flowing through the Interconnect(s).
- 1.17. Water Purchase. Available Water agreed to be purchased by either party and paid for on a unit cost basis for metered quantities delivered.
- 1.18. Water Rate. The unit rate in \$/1000 gallons for water purchased by the City from the Authority or by the Authority from the City through the Interconnect(s). Said rate shall be as adopted in the Authority's annual budget and established by resolution for interconnects with government entities not a party to the Master Water Supply Contract for the Contract Year and applicable to both Parties.
- 1.19. Water Supply Emergency. A loss or reduction in system capacity caused by drought or a sudden, unexpected, unavoidable interruption in water delivery as declared by the Authority Board or the City of Punta Gorda City Council.

2. **TERM.** The term of this Contract shall begin on the date of its complete execution by the Parties and shall end upon completion of the 10th year from the complete execution date. This Contract may be terminated at any time by a written agreement duly executed by both Parties. Unless notice is given at least 45 days prior to the end of the first term, this Contract shall automatically renew for a second 5-year term under the same terms and conditions.

3. **INTERCONNECT(S).** The Interconnect(s) provide(s) water supply connection between the City's Water System and the Authority's Regional Transmission System for an increase in capacity and reliability in both systems.

3.1. Ownership. The Authority is the owner of the Interconnect(s) and Water Meter(s).

3.2. Water Meter(s). The following provisions set forth the Parties' obligations with respect to the Water Meter(s).

3.2.1. Operation. The Authority shall operate and maintain the Water Meter(s) to measure all water flowing in either direction through the designated Delivery Point(s).

3.2.2. Meter Reading and Maintenance. The Authority shall read and maintain the Water Meter(s). The Authority shall maintain complete and accurate records of its water measurements. Water flow measurements recorded by the Authority shall be the exclusive means of determining the quantity of water delivered to the Delivery Point(s) under this Contract. The metering equipment shall be of standard make and type, installed at a readily accessible location, and shall record flow with accuracy sufficient to meet all applicable reporting requirements. The Authority will check the accuracy of the Water Meter(s) annually, provide a report regarding the condition, accuracy and state of the Water Meter(s) and provide for a certified calibration test and any appropriate

recalibration. Upon request and at the expense of the City, the Authority shall make arrangements for a meter test to be conducted by an independent testing facility which shall conform to the manufacture's standards and where appropriate conduct the test as a field test. The City may be present when the Water Meter(s) are checked for accuracy, and the test records shall be made available for inspection by the City upon reasonable request. If the accuracy of the Water Meter(s) is determined to be at least five (5) percent beyond the limits prescribed by the manufacturer, the Water Meter(s) will be assumed to have been inaccurate from the mid-point of the time since the last annual inspection, or the last calibration, or the last independently certified test, or the last six (6) months whichever is less. The following month's billing will be adjusted taking into account the nature of the inaccuracy to show a credit or additional charge for the metered flow for that period.

4. **DELIVERY OF WATER.** The Parties may exchange or purchase water as-needed and mutually agreeable. The Parties agree to deliver water consistent with the following provisions:

4.1. Water Exchange. The Parties may exchange potable water during the course of a year to facilitate pipeline readiness or for other mutually agreed upon purposes. Water Exchange is intended to net zero (0) at the end of each Contract Year. However, in any Contract Year where a balance remains, Water Exchange quantities less than or equal to thirty (30) MG shall be carried over into the next Contract Year. Any annual imbalance exceeding thirty (30) MG for the Contract Year shall be invoiced by the supplying Party to the receiving Party at the Water Rate by October 31 of each year. The receiving Party shall pay the invoice within 30 days of receipt of invoice.

4.2. Annual Available Water and Water Purchase. By February 15th of each year the City shall notify the Authority and the Authority shall notify the City of expected Available Water for the subsequent Contract Year. Based on these data, by March 15th each Party shall notify the other of the intended Water Purchase, and provide an expected monthly quantity schedule for said Water Purchase. By April 15 of each year the Parties shall reach mutual agreement on Water Purchase amounts, or in the event that agreement is not timely reached, the Water Purchase amount for the year shall be left open and reconsidered as needed and mutually agreeable. Water Purchase shall be at the Water Rate for the Contract Year in which quantities are delivered.

4.3. Water Quality. The Parties shall deliver water of good and uniform quality to the Delivery Point(s). The water delivered to the Delivery Point(s) shall be stabilized and shall meet all federal, state or regional regulations and orders relating to drinking water without regard to water quality exemptions, variances or similar regulatory relief authorized at the federal, state or regional government level.

5. **JOINT EFFORTS.** The City and Authority shall cooperate with regard to the following:

5.1. Operation and Maintenance of Interconnect. The Authority and the City shall coordinate operation of the Interconnect for the mutual benefit of both Parties. The Authority shall operate and maintain the Interconnect and pipeline segments to the north of the Interconnect, bearing all costs for such activity. The City shall have limited remote access via supervisory control and data acquisition ("SCADA") software to view operating conditions in the City's system at the Interconnect and have personnel access to the facilities for inspection purposes. The City shall operate and maintain the Interconnect

pipeline segment along Washington Loop road for the mutual benefit of both Parties, conducting routine maintenance at its cost. The City is not to modify this pipeline segment (adding valves, taps, meters, etc.) without prior written consent of the Authority. Major repairs on the Interconnect pipeline segment along Washington Loop will be the responsibility of the Authority and will be coordinated with the City.

5.2. Permits. Each Party agrees to cooperate with the other on support of any permits, including the Conjunctive Water Use Permit, required for maintenance and operation of the Interconnect.

5.3. Existing Permittees.

5.3.1. The Authority recognizes the City is an existing permittee on Shell Creek and the Authority agrees that it will not interfere with the City's permitted water use.

5.3.2. The City recognizes the Authority is an existing permittee on the Peace River and the City agrees that it will not interfere with the Authority's permitted water use.

6. REPRESENTATIONS OF THE PARTIES. The Parties make the following representations:

6.1. Each Party is duly organized and existing in good standing under the laws of the State of Florida and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Contract.

6.2. Each Party has the power, authority and legal right to enter into and perform its obligations set forth in this Contract, and the execution, delivery and performance by it a) has been duly authorized by its governing body; b) does not require any other approvals by any other governmental officer or body; c) does not require any consent or referendum of the voters; d) will not violate any judgment, order, law or regulation applicable to the

If to Authority: Patrick J. Lehman, Executive Director
9415 Town Center Parkway
Lakewood Ranch, Florida 34202

Any change of notification address or person shall be in writing and delivered pursuant to this provision.

8. **DISCLAIMER OF THIRD PARTY BENEFITS.** This Agreement is solely for the benefit of the Parties. No right or cause of action shall accrue upon or by reason hereof enure to or for the benefit of any third party.

9. **ASSIGNMENT.** This Agreement shall be binding on the Parties, their representatives, successors and assigns. Neither Party shall assign this Agreement or the rights or obligations hereof to any other person or entity without the prior written consent of the other Party.

10. **INDEMNIFICATION.** Neither Party shall indemnify the other Party. Each Party acknowledges that its legal remedy shall be limited to filing suit against the other Party to this Contract in a court of competent jurisdiction.

11. **APPLICABLE LAW/DISPUTES.** This Contract and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Any dispute involving litigation between the Parties is subject to all provisions of Chapter 164, Florida Statutes. The Parties agree that venue for any litigation over this Agreement shall be in Charlotte County, Florida.

12. **DEFAULT AND REMEDY.** Recognizing the region's paramount need for a safe and dependable source of water supply, the Parties agree the remedy for a breach of the Contract shall be specific performance, injunctive relief and any other equitable relief, as well as monetary damages.

13. **RELATIONSHIP OF THE PARTIES.** Nothing herein shall be deemed to constitute any Party a partner or joint venturer, or to create any fiduciary relationship among the Parties.

14. **WAIVER.** Unless otherwise specifically provided by the terms of this Contract, no delay or failure to exercise a right resulting from any breach of this Contract shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty or covenant contained in this Contract is breached by any Party and thereafter waived by another Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressly or impliedly, any other breach under this Contract.

15. **AUTHORIZED REPRESENTATIVES.** For purposes of this Contract, the Parties authorized representatives are as follows: the Authority Executive Director and the City Manager. Any Party may change its authorized representative at any time by written notice to the other Party.

16. **SECTION CAPTIONS AND REFERENCES.** The section headings and captions contained herein are included for convenience only and shall not be considered part of this Contract or affect in any manner its construction or interpretation. Except as otherwise indicated, all references herein to sections are to sections of this Contract.

17. **SEVERABILITY.** In the event any provision of this Contract shall, for any reason, be determined invalid, illegal or unenforceable in any respect, the Parties shall negotiate in good faith and agree to such amendments, modifications or supplements to this Contract or such other appropriate actions as shall, to the maximum extent practicable in the light of such

determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Contract, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

18. **AMENDMENT.** This Contract may only be amended by a writing duly executed by the Parties.

19. **ENTIRE AGREEMENT.** This Contract and exhibits attached shall constitute the entire agreement of the Authority and the City with respect to the Interconnect and shall supersede the Water Supply Contract and Operational Agreement dated March 21, 2007 between the Authority and the City, and the Interlocal Agreement Between City of Punta Gorda and Peace River Manasota Regional Water Supply Authority for Water Interconnect dated October 4, 2006.

20. **FURTHER ASSURANCES.** The Authority and the City shall use all reasonable efforts to provide such information, execute such further instruments and documents and take actions as may be reasonably requested by the other Party and not inconsistent with the provisions of this Contract and not involving the assumption of obligations or liabilities different from, in excess of or in addition to those expressly provided for in this Contract to carry out the intent of this Contract.

21. **CONSENTS.** To the extent that the consent of any Party to this Contract is required as a condition to the action of other Parties, such consent shall not be unreasonably withheld.

22. **RECORDATION OF INTERLOCAL AGREEMENT.** This Contract shall constitute an interlocal agreement pursuant to Section 163.01, Florida Statutes. A true and

correct copy of this Contract and any subsequent amendments shall be recorded by the Authority with the Clerk of the Circuit Court in Charlotte and Manatee Counties.

23. **AMBIGUITY.** The Parties agree that each one has played an equal part in the negotiation and drafting of this Contract, and in the event any ambiguity should be asserted or realized in the interpretation or construction of this Contract, the result of such ambiguity shall be equally assumed and realized by each Party.

24. **SOVERIGN IMMUNITY.** The Parties intend to avail themselves to the benefits of Sections 768.28 and 163.01(9)(c), Florida Statutes, and of other statutes and common law governing sovereign immunity to the fullest extent possible. In accordance with Section 163.01(5)(o), Florida Statutes, therefore the City is not jointly liable for the torts of the officers or employees of the Authority, or any other tort attributable to the Authority, and that only the Authority shall be liable for torts attributable to it or for torts of its officers or employees, and then only to the extent of the waiver of sovereign immunity or limitation of liability specified in Section 768.28, Florida Statutes. Similarly, under Section 163.01(5)(o), Florida Statutes, therefore the Authority is not jointly liable for the torts of the officers or employees of the City, or any other tort attributable to the City, and that only the City shall be liable for torts attributable to it or for torts of its officers or employees, and then only to the extent of the waiver of sovereign immunity or limitation of liability specified in Section 768.28, Florida Statutes. The Parties intend the Authority and the City to have all the privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities of the State of Florida. Nothing in this Contract is intended to inure to the benefit of any third-party for the purposes of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

25. **GOOD FAITH.** The Parties agree to exercise good faith and fair dealing in respect to all matters relating to this Contract.

IN WITNESS WHEREOF, the Parties have executed this Contract for the purposes expressed.

ATTEST:

CITY OF PUNTA GORDA, FLORIDA



Karen Smith City Clerk



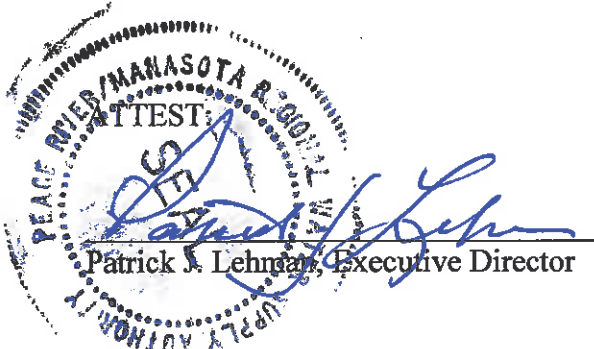
William F. Albers, Mayor

APPROVED AS TO FORM:



David Levin
City Attorney for Punta Gorda

PEACE RIVER/MANASOTA REGIONAL
WATER SUPPLY AUTHORITY

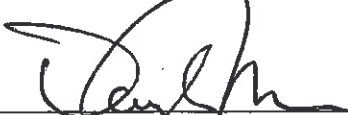


Patrick J. Lehman, Executive Director



Chair

APPROVED AS TO FORM:



Douglas Manson, General Counsel for the
Peace River/Manasota Regional Water Supply Authority

BOARD APPROVED

SEP 3 2013

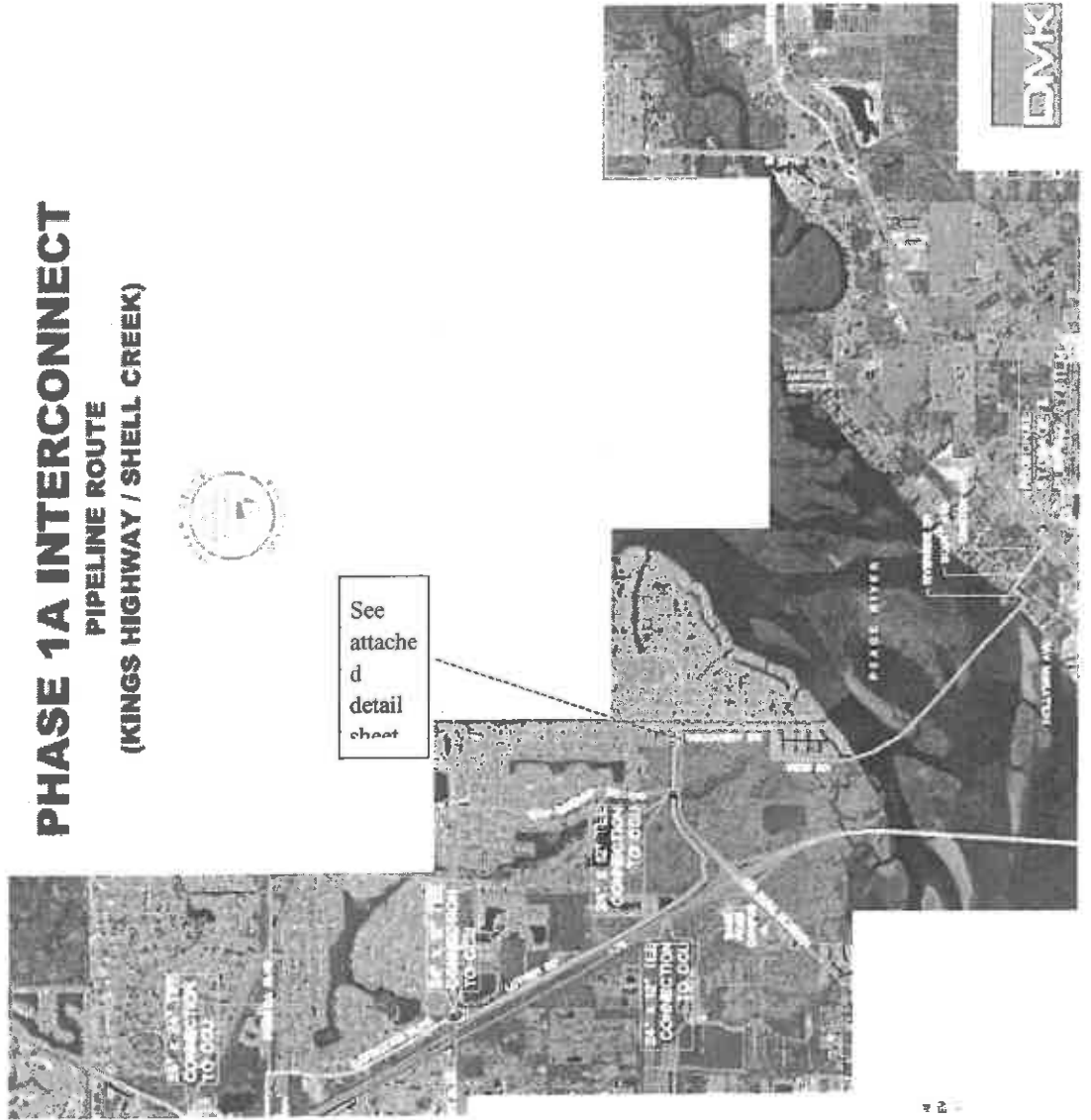
**Peace River Manasota
Regional Water Supply Authority**

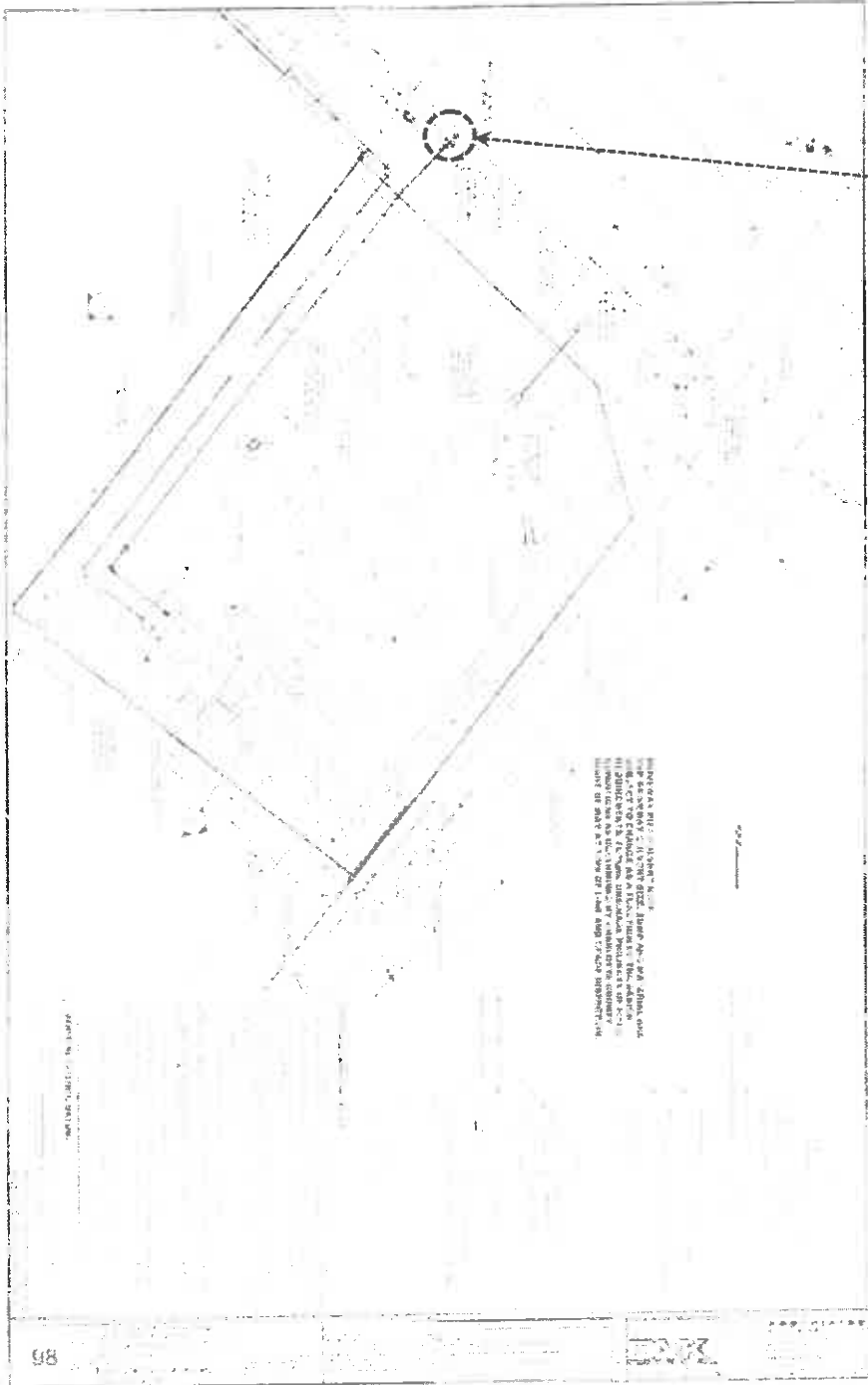
EXHIBIT 1

**PHASE 1A INTERCONNECT
PIPELINE ROUTE
(KINGS HIGHWAY / SHELL CREEK)**



See
attache
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detail
sheet





PROVIDED BY: [illegible]
DATE: [illegible]
BY: [illegible]
FOR: [illegible]
SCALE: [illegible]
SHEET NO. [illegible]

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2016

ROUTINE STATUS REPORTS
ITEM 1

Hydrologic Conditions Report

MEMORANDUM

Project: Hydrologic Conditions Report
Date: December 7, 2016
Developed By: Mike Coates, Deputy Director

This memorandum summarizes rainfall and surface water conditions, and the Authority's current water storage and supply conditions for the month of December 2016, and the preceding 12-month period.

Rainfall Conditions & Projections

Rainfall in the Peace River Basin for the past 12-months is about 5.5 inches below-normal. This data reflects about 1/2 of the month of November which is typically a low rainfall month (see Table 1). Rainfall for the month of November 2016 (through Nov. 20th) totaled only trace amounts (0.04 inch) while the historical average rainfall for the full month of November is 1.73 inches.

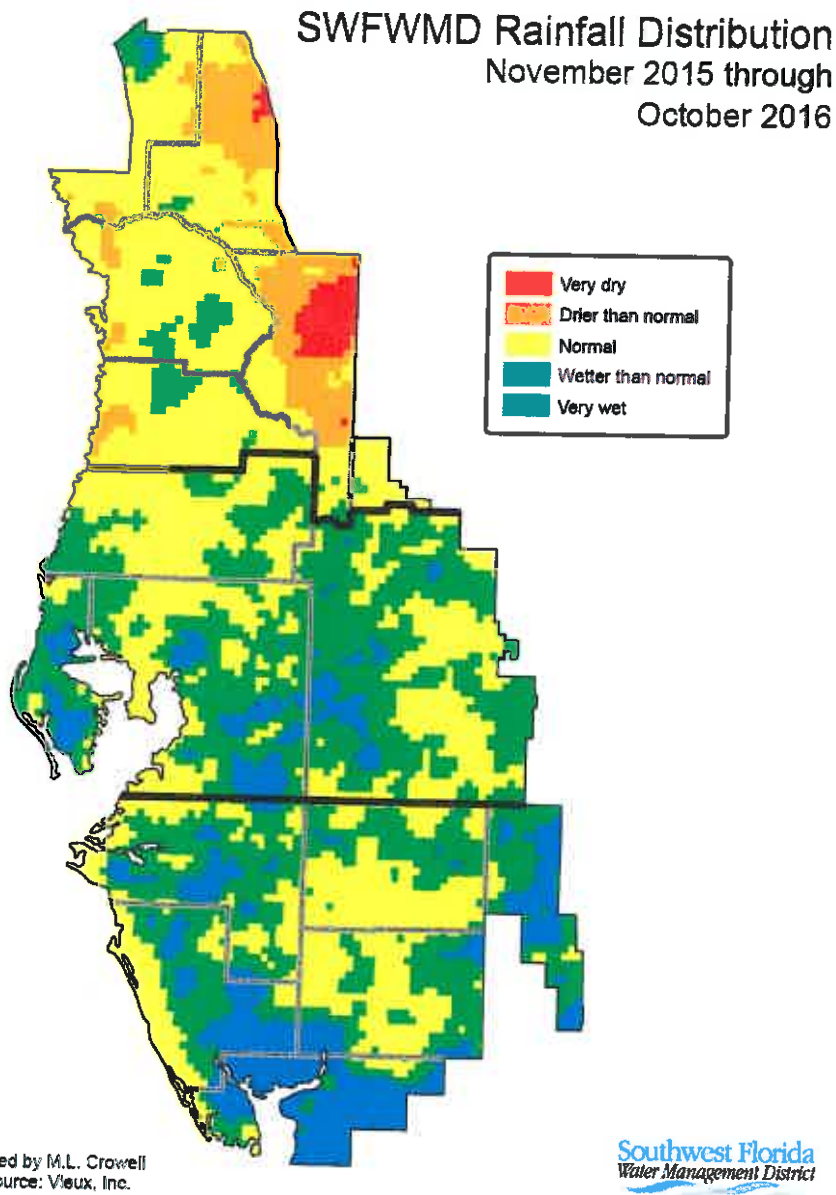
Region-wide rainfall conditions reported by SWFWMD for the 12-month period ending October 2016 are shown in Figure 1 (this is most up-to-date map available). Conditions shown on Figure 1 indicate pervasive above-normal rainfall in most of the Authority service area during the past year.

Projections for the next three months (December through February) from NOAA are for above-normal temperatures and below-normal rainfall for southwest Florida. The NOAA extended forecast shows that a weak La Nina condition has developed and is projected to persist through February 2017 in the equatorial pacific. In general, La Nina conditions in fall and winter result in above normal temperatures and below average rainfall in Florida.

Table 1 (Peace River Basin Rainfall - Inches)

Item	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Total
Long-Term Avg.	1.90	2.10	2.56	2.96	2.56	3.89	8.31	8.09	7.60	7.30	3.19	1.73	52.2
Actual Past 12 Months	1.92	7.34	2.42	2.97	4.0	6.56	5.60	1.07	7.73	4.73	2.31	0.04	46.7
Difference	0.02	5.24	-0.14	0.01	1.44	2.67	-2.71	-7.02	0.13	-2.57	-0.88	-1.69	-5.5

Figure 1 (SWFWMD Rainfall Conditions Map)



River Flow Conditions

River flow conditions in the U.S. Geological Survey gage at “Peace River at Arcadia” (about 15 miles upstream of the Authority’s intake) is one of the gages used to calculate how much water the Authority can withdraw from the river each day. November 2016 flow in the “Peace River at Fort Meade” (upper part of the watershed) and “Peace River at Arcadia” (lower part of the watershed) were below average as a result of low rainfall conditions in the basin in October and November. Figure 2 shows the Fort Meade and Arcadia gauge locations in the Peace River basin relative to the Peace River Water Treatment Plant location. Figures 3 and 4 show daily flow measurements at Fort Meade and Arcadia respectively for the past 13 months (blue) relative to the long-term average conditions (orange).

Figure 2 (Peace River Basin showing selected gage locations and Location of PRF)

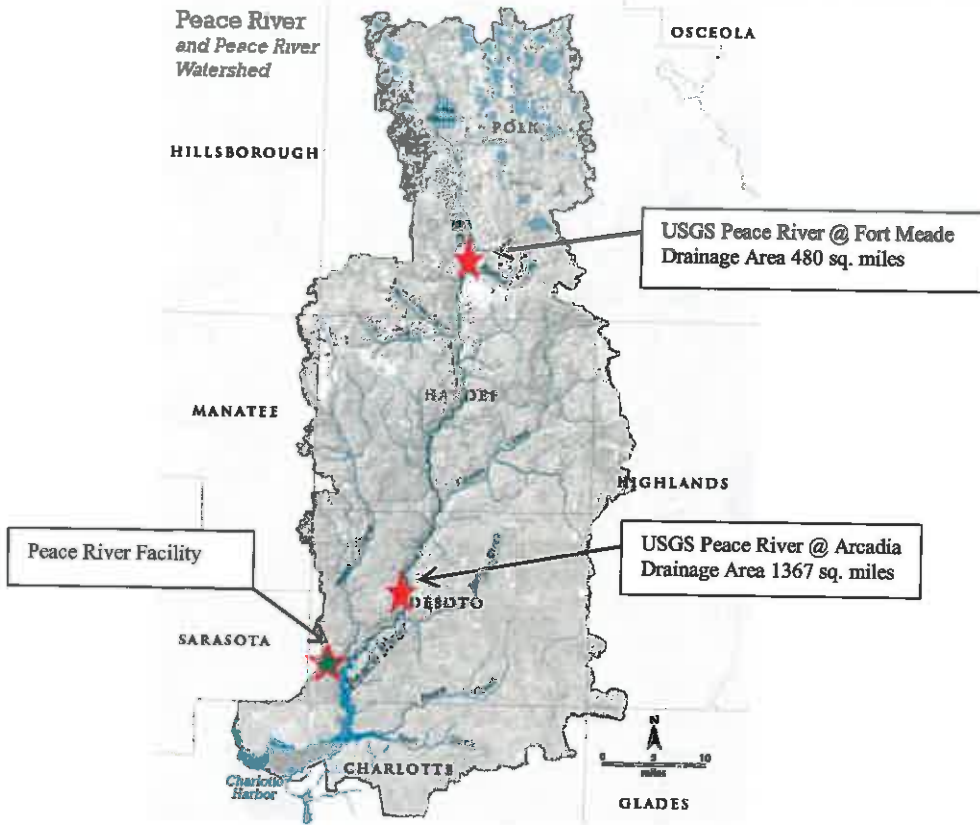


Figure 3 (Peace River Flow @ Fort Meade)

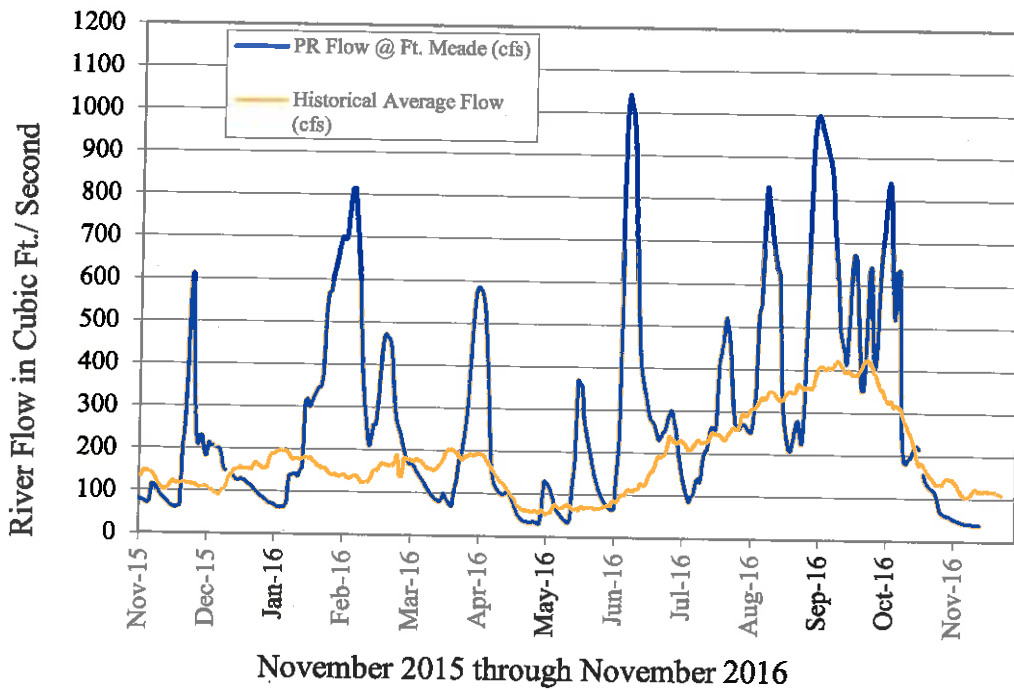
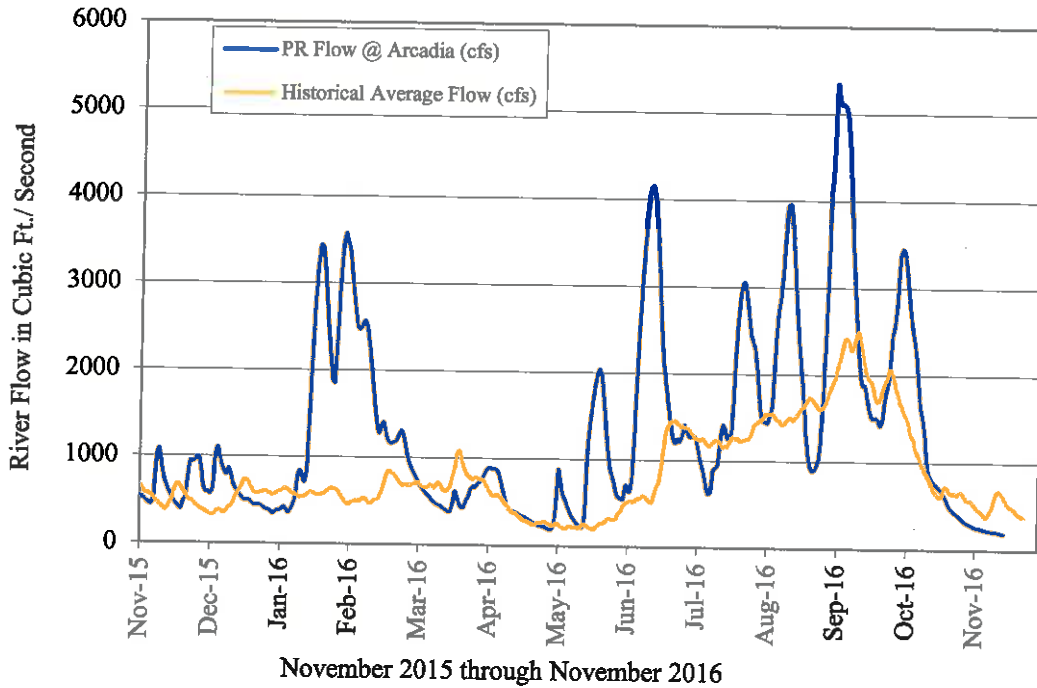


Figure 4 (Peace River Flow @ Arcadia)



River Withdrawals, Finished Water Production & Demand

Water has been available for harvest from the river during August and September and the reservoir system is full. River withdrawals during October and November averaged 31 and 33 MGD respectively.

Figure 5 (Withdrawals from Peace River)

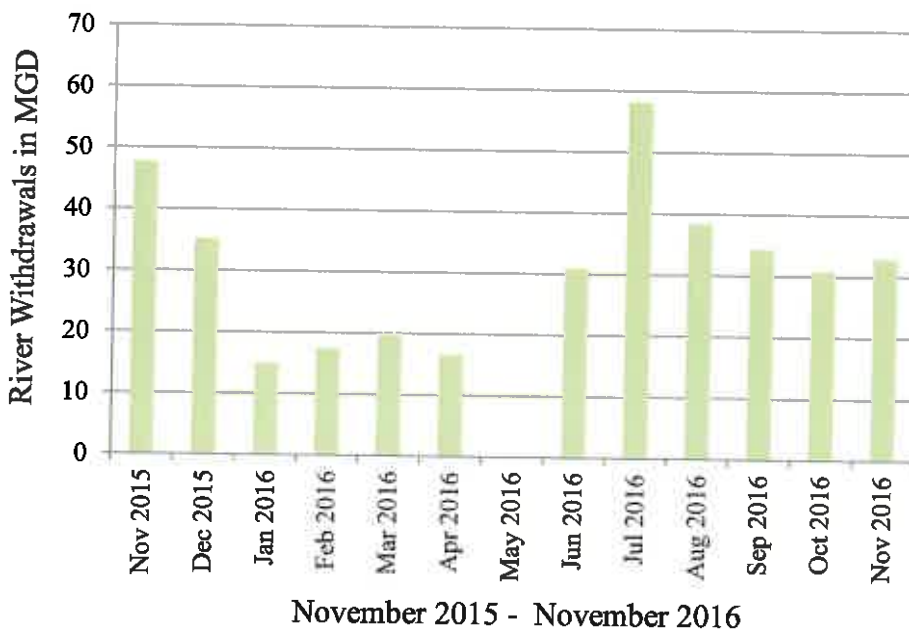
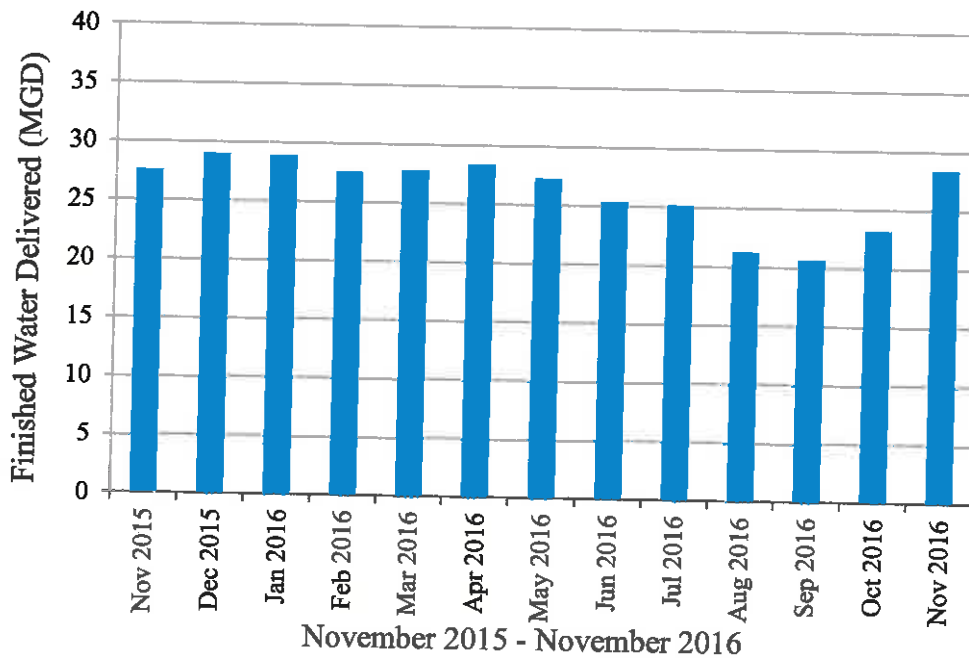


Figure 6 shows monthly finished water deliveries to Customers for the 12-month period ending mid-November 2016. Finished water deliveries to Customers during November 2016 averaged 28.4 MGD. Seasonal water delivery from the Regional System to the City of Punta Gorda is ongoing.

Figure 6 (Peace River Facility Deliveries to Customers)



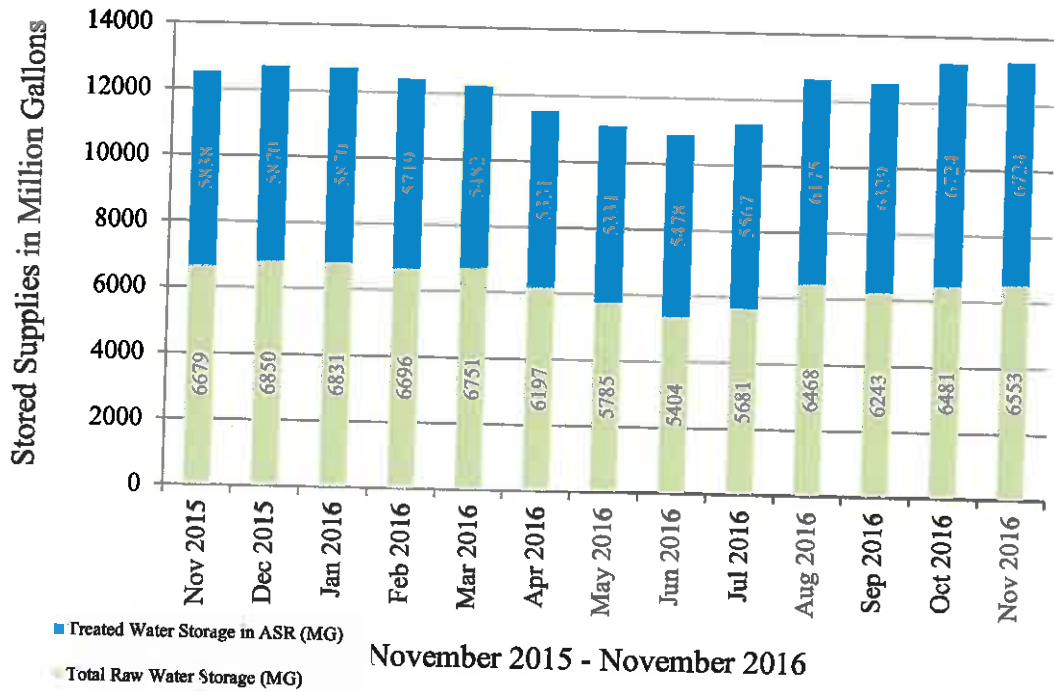
Stored Supplies at the PRF

The Authority maintains two large capacity off-stream storage systems at the PRF. The primary storage is raw river water stored in Reservoir No. 1 and No. 2. When flow in the River is high enough, a small percentage of that flow is harvested at the Authority’s pumping facility on the Peace River and stored in Reservoirs 1 and 2. This storage is designed to be completely refilled each wet season. Total raw-water storage capacity is seasonally adjusted. During the hurricane season the total raw water storage capacity is 6.5 billion gallons (BG). Outside of hurricane season, additional water can be safely stored. Current maximum raw water storage capacity (November) is 6.7 BG. **Raw water stored as of November 20, 2016 totaled about 6.6 BG.** Raw water storage is often maintained just below the maximum to leave room for high rainfall events.

The secondary storage at the PRF is treated water stored in the Aquifer Storage and Recovery (ASR) system. The design capacity of the ASR system is approximately 6.3 BG. Because this supply must be treated before storage, it can’t be stored as rapidly as water in the raw-water reservoirs. Filling ASR storage is done incrementally each year as excess treatment capacity and hydrologic condition allow. ASR recharge ceased in early November. **Treated water stored in ASR as of November 20, 2016 totaled about 6.7 BG.**

Stored raw water supplies (combined storage in Reservoir No. 1 and No. 2) and stored water in the ASR system for the past year are shown in Figure 8. **The total water in storage as of November 20, 2016 was about 13.3 BG.** This is about 0.8 BG more water in storage than in November 2015.

Figure 8 (Stored Water Supplies)



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2016***

**ROUTINE STATUS REPORTS
ITEM 2**

Check Registers for September 2016 and October 2016

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: SEPTEMBER & OCTOBER 2016**

Bank Code: PUBLIC FUNDS INTEREST CHECKING (BOA) Current Balance: \$2,401,169.00

Document Number	Date	Payee Name / Description	Type	Status	Amount
FRSAUG2016	09/01/2016	FLORIDA DIVISION OF RETIREMENT	CHK	CLR	
CONT9216	09/02/2016	Vallc	CHK	CLR	\$23,940.34
35051	09/08/2016	BLUSITE SOLUTIONS OF SOUTHWEST	CHK	CLR	\$5,300.82
35052	09/08/2016	MSC INDUSTRIAL SUPPLY CO.	CHK	CLR	\$280.50
35053	09/08/2016	CINTAS	CHK	CLR	\$1,371.49
35054	09/08/2016	TRULY NOLEN BRANCH 079	CHK	CLR	\$169.44
35055	09/08/2016	DMS-FINANCIAL MGMT SERVICES	CHK	CLR	\$178.00
35056	09/08/2016	ROSS VALVE MANUFACTURING CO	CHK	CLR	\$213.59
35057	09/08/2016	ALLIED UNIVERSAL CORP.	CHK	CLR	\$2,981.46
35058	09/08/2016	ALLIED UNIVERSAL CORP.	CHK	VOID	\$0.00
35059	09/08/2016	FEDERAL EXPRESS	CHK	CLR	\$34,860.11
35060	09/08/2016	WOMACK SANITATION INC.	CHK	CLR	\$24.99
35081	09/08/2016	INSTRUMENT & VALVE SERVICES COM	CHK	CLR	\$750.00
35082	09/08/2016	FISHER SCIENTIFIC	CHK	CLR	\$1,366.76
35083	09/08/2016	HACH COMPANY	CHK	CLR	\$1,703.16
35084	09/08/2016	KINGSWAY ACE HARDWARE	CHK	CLR	\$2,597.57
35085	09/08/2016	CINTAS	CHK	CLR	\$215.46
35088	09/08/2016	FEI-FT.MYERS WATERWORKS #127	CHK	CLR	\$144.15
35067	09/08/2016	FLUID CONTROL SPECIALTIES, INC.	CHK	CLR	\$2,180.82
35088	09/08/2016	EUROFINS EATON ANALYTICAL, INC.	CHK	CLR	\$1,350.85
35069	09/08/2016	HUDSON PUMP	CHK	CLR	\$395.00
35070	09/08/2016	TOTALFUNDS BY HASLER	CHK	CLR	\$3,099.43
35071	09/08/2016	VOYAGER FLEET SYSTEMS, INC.	CHK	CLR	\$200.00
35072	09/08/2016	USA BLUEBOOK	CHK	CLR	\$1,839.36
35073	09/08/2016	CENTURYLINK	CHK	CLR	\$63.99
35074	09/08/2016	ADECCO EMPLOYMENT SERVICES	CHK	CLR	\$1,497.05
35075	09/08/2016	AX CONTROL COMPANY INC.	CHK	CLR	\$2,484.00
35076	09/08/2016	HELLING - BATTERIES PLUS	CHK	CLR	\$1,915.00
35077	09/08/2016	BILL'S BOTTLED WATER SERVICE	CHK	CLR	\$79.80
35078	09/08/2016	BRENDA CROUTHAMEL	CHK	CLR	\$16.50
35079	09/08/2016	BENCHMARK ENVIROANALYTICAL INC	CHK	CLR	\$141.24
35080	09/08/2016	CABOT CORPORATION	CHK	CLR	\$17,820.70
35081	09/08/2016	CHARLOTTE COUNTY BD OF COMMISS	CHK	CLR	\$108,879.00
35082	09/08/2016	CERTIFYME.NET	CHK	CLR	\$89,829.79
35083	09/08/2016	CLEAVELAND/PRICE INC.	CHK	CLR	\$563.00
35084	09/08/2016	CHARLOTTE PLUMBING K & BATH INC.	CHK	CLR	\$694.17
35085	09/08/2016	CRUMPTON WELDING SUPPLY	CHK	CLR	\$130.00
35086	09/08/2016	DESOTO AUTOMOTIVE ENTERPRISES I	CHK	CLR	\$252.35
35087	09/08/2016	DIANE R. SALZ	CHK	CLR	\$847.20
35088	09/08/2016	EARTH BALANCE	CHK	CLR	\$3,750.00
35089	09/08/2016	FORT BEND SERVICES, INC.	CHK	CLR	\$7,523.48
35090	09/08/2016	FLORIDA POWER & LIGHT COMPANY	CHK	CLR	\$5,888.00
35091	09/08/2016	FRONTIER COMMUNICATIONS	CHK	CLR	\$29.20
35092	09/08/2016	FLORIDA TECHNICAL PRODUCTS, INC.	CHK	CLR	\$214.99
35093	09/08/2016	GOODYEAR AUTO SERVICE CENTER	CHK	CLR	\$2,472.48
35094	09/08/2016	GARNEY COMPANIES INC.	CHK	CLR	\$793.09
35095	09/08/2016	AIRGAS SPECIALTY PRODUCTS	CHK	CLR	\$52,856.00
35096	09/08/2016	HALFACRE CONSTRUCTION COMPANY	CHK	CLR	\$2,877.12
35097	09/08/2016	JAN-PRO OF MANASOTA	CHK	CLR	\$33,750.00
35098	09/08/2016	JAN-PRO CLEANING SYSTEMS OF SW	CHK	CLR	\$248.00
35099	09/08/2016	J. H. HAM ENGINEERING INC.	CHK	CLR	\$495.00
35100	09/08/2016	KEETON'S OFFICE & ART SUPPLY	CHK	CLR	\$32,802.00
35101	09/08/2016	KING ENGINEERING ASSOCIATES INC.	CHK	CLR	\$892.85
35102	09/08/2016	McCABE & ASSOCIATES	CHK	CLR	\$19,998.00
35103	09/08/2016	MANATEE COUNTY SHERIFF	CHK	CLR	\$2,400.00
					\$15.00

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: SEPTEMBER & OCTOBER 2016

Bank Code: PUBLIC FUNDS INTEREST CHECKING (BOA) **Current Balance:** \$2,401,169.00

Document Number	Date	Payer Name/Description	Type	Status	Amount
35104	09/08/2016	MADER ELECTRIC, INC.	CHK	CLR	\$2,309.84
35105	09/08/2016	MAIN GATE ENTERPRISES INC.	CHK	CLR	\$845.00
35106	09/08/2016	KEVIN MORRIS	CHK	CLR	\$100.00
35107	09/08/2016	NBF Furniture, LLC	CHK	CLR	\$848.84
35108	09/08/2016	POWER & PUMPS INC.	CHK	CLR	\$1,600.95
35109	09/08/2016	MAC PAPERS	CHK	CLR	\$341.28
35110	09/08/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
35111	09/08/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
35112	09/08/2016	C & S CHEMICALS INC.	CHK	CLR	\$50,602.85
35113	09/08/2016	RAY PILON	CHK	CLR	\$3,750.00
35114	09/08/2016	ALL AMERICAN CONTAINERS-MIAMI	CHK	CLR	\$142.56
35115	09/08/2016	RING POWER CORPORATION	CHK	CLR	\$300.00
35116	09/08/2016	SARASOTA CTY ENVIRONMENTL UTILI	CHK	CLR	\$20,343.27
35117	09/08/2016	SHEARER CONSULTING INC.	CHK	CLR	\$2,500.00
35118	09/08/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	CLR	\$993.06
35119	09/08/2016	SOLARES CONTROLS	CHK	CLR	\$791.45
35120	09/08/2016	THE SHIPPING POST	CHK	CLR	\$25.97
35121	09/08/2016	SUPER T	CHK	CLR	\$174.91
35122	09/08/2016	TEST GAUGE AND BACKFLOW SUPPLY	CHK	CLR	\$263.62
35123	09/08/2016	TKW CONSULTING ENGINEERS, INC.	CHK	CLR	\$3,322.31
35124	09/08/2016	TSHEETS.COM, LLC	CHK	CLR	\$2,304.00
35125	09/08/2016	UPS	CHK	CLR	\$70.97
35126	09/08/2016	U.S. BANK EQUIPMENT FINANCE	CHK	CLR	\$1,481.98
35127	09/08/2016	UNITED SYSTEMS COMPUTER GROUP	CHK	CLR	\$16,097.50
35128	09/08/2016	UNDERWATER ENGINEERING SERVICE	CHK	CLR	\$3,700.00
35129	09/12/2016	RANCH PROPERTY HOLDINGS LLC	CHK	CLR	\$12,640.44
9/18/16CONT	09/16/2016	Vailc	CHK	CLR	\$3,796.76
AUGCORRSUBMI	09/16/2016	Vailc	CHK	CLR	\$300.00
PRTX91816	09/16/2016	BANK OF AMERICA-TAX EXPRESS	CHK	CLR	\$30,440.96
35130	09/22/2016	PRO-CHEM INC.	CHK	O/S	\$799.33
35131	09/22/2016	BLUSITE SOLUTIONS OF SOUTHWEST	CHK	O/S	\$70.00
35132	09/22/2016	MSC INDUSTRIAL SUPPLY CO.	CHK	O/S	\$724.48
35133	09/22/2016	DMS-FINANCIAL MGMT SERVICES	CHK	O/S	\$88.02
35134	09/22/2016	ROSS VALVE MANUFACTURING CO	CHK	O/S	\$2,592.43
35135	09/22/2016	ALLIED UNIVERSAL CORP.	CHK	VOID	\$0.00
35136	09/22/2016	ALLIED UNIVERSAL CORP.	CHK	O/S	\$52,084.41
35137	09/22/2016	THE SUN	CHK	O/S	\$187.34
35138	09/22/2016	FEDERAL EXPRESS	CHK	O/S	\$24.93
35139	09/22/2016	AIRGAS USA, LLC	CHK	O/S	\$30.36
35140	09/22/2016	FISHER SCIENTIFIC	CHK	CLR	\$2,410.24
35141	09/22/2016	PAGE MECHANICAL GROUP, INC.	CHK	O/S	\$3,656.45
35142	09/22/2016	ANIXTER INC.	CHK	O/S	\$3,470.73
35143	09/22/2016	HACH COMPANY	CHK	O/S	\$3,260.39
35144	09/22/2016	KINGSWAY ACE HARDWARE	CHK	O/S	\$140.96
35145	09/22/2016	HOME DEPOT	CHK	O/S	\$157.86
35146	09/22/2016	STAPLES ADVANTAGE	CHK	CLR	\$332.10
35147	09/22/2016	CINTAS	CHK	O/S	\$368.00
35148	09/22/2016	AIR CENTERS-FLORIDA	CHK	CLR	\$9,770.18
35149	09/22/2016	FEI-FT.MYERS WATERWORKS #127	CHK	CLR	\$1,589.70
35150	09/22/2016	SARASOTA HERALD TRIBUNE	CHK	CLR	\$321.75
35151	09/22/2016	TRANSCAT, INC.	CHK	O/S	\$432.00
35152	09/22/2016	GEOKON	CHK	O/S	\$1,795.00
35153	09/22/2016	ULINE	CHK	O/S	\$266.62
35154	09/22/2016	SAM'S CLUB	CHK	O/S	\$75.23
35155	09/22/2016	USA BLUEBOOK	CHK	O/S	\$1,478.02

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: SEPTEMBER & OCTOBER 2016**

Bank Code: PUBLIC FUNDS INTEREST CHECKING (BOA) **Current Balance:** \$2,401,169.00

Document Number	Date	Payee Name / Description	Type	Status	Amount
35156	09/22/2016	CENTURYLINK	CHK	O/S	\$408.78
35157	09/22/2016	ADECCO EMPLOYMENT SERVICES	CHK	O/S	\$708.56
35158	09/22/2016	ADVANTAGE CARE INC.	CHK	O/S	\$40.00
35159	09/22/2016	ALL FLORIDA WATER-TAMPA	CHK	O/S	\$211.58
35160	09/22/2016	ADVANCED OVERHEAD SYSTEMS, INC	CHK	CLR	\$1,595.00
35161	09/22/2016	ARGILA ENTERPRISES, INC.	CHK	O/S	\$1,800.00
35162	09/22/2016	ATKINS NORTH AMERICA, INC.	CHK	CLR	\$8,976.53
35163	09/22/2016	AWWA	CHK	O/S	\$218.00
35164	09/22/2016	BENCHMARK ENVIROANALYTICAL INC	CHK	O/S	\$5,614.15
35165	09/22/2016	BENTLEY SYSTEMS, INCORPORATED	CHK	O/S	\$792.00
35166	09/22/2016	CABOT CORPORATION	CHK	O/S	\$45,156.00
35167	09/22/2016	CHARLOTTE COUNTY BCG - LANDFILL	CHK	O/S	\$4,803.45
35168	09/22/2016	CHARLOTTE COUNTY BD OF COMMISS	CHK	VOID	\$164,694.76
35169	09/22/2016	CROM ENGINEERING & CONSTRUCTIO	CHK	CLR	\$53,485.00
35170	09/22/2016	CH2M HILL ENGINEERS INC.	CHK	O/S	\$18,123.01
35171	09/22/2016	CHARLOTTE PLUMBING K & BATH INC.	CHK	CLR	\$180.00
35172	09/22/2016	DESOTO COUNTY	CHK	CLR	\$66,333.37
35173	09/22/2016	D. M. CONSTRUCTION CORP.	CHK	O/S	\$11,928.57
35174	09/22/2016	EARTH BALANCE	CHK	CLR	\$17,533.47
35175	09/22/2016	ENVIRONMENTAL EXPRESS INC.	CHK	CLR	\$3,394.92
35176	09/22/2016	FORSBERG CONSTRUCTION INC.	CHK	O/S	\$1,750.00
35177	09/22/2016	FLUID CONTROL SPECIALTIES, INC.	CHK	O/S	\$555.50
35178	09/22/2016	AIRGAS SPECIALTY PRODUCTS	CHK	CLR	\$2,942.42
35179	09/22/2016	HVM, LLC	CHK	O/S	\$18,193.36
35180	09/22/2016	JET AUTO SERVICE	CHK	CLR	\$367.54
35181	09/22/2016	JANICKI ENVIRONMENTAL, INC.	CHK	O/S	\$11,648.00
35182	09/22/2016	KEETON'S OFFICE & ART SUPPLY	CHK	CLR	\$947.60
35183	09/22/2016	MAIN GATE ENTERPRISES INC.	CHK	O/S	\$146.00
35184	09/22/2016	MANSON BOLVES DONALDSON, P.A.	CHK	CLR	\$25,285.08
35185	09/22/2016	KEVIN MORRIS	CHK	O/S	\$85.00
35186	09/22/2016	NATURAL RESOURCES LLC	CHK	O/S	\$36,161.50
35187	09/22/2016	TECHNICAL SALES CORPORATION	CHK	CLR	\$1,275.08
35188	09/22/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
35189	09/22/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
35190	09/22/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
35191	09/22/2016	C & S CHEMICALS INC.	CHK	O/S	\$77,875.41
35192	09/22/2016	PHENOVA, INC.	CHK	O/S	\$241.65
35193	09/22/2016	SUNSHINE STATE ONE CALL OF FL, IN	CHK	CLR	\$36.32
35194	09/22/2016	DEX IMAGING	CHK	CLR	\$655.01
35195	09/22/2016	RANCH PROPERTY HOLDINGS LLC	CHK	O/S	\$12,640.44
35196	09/22/2016	SAFE TECH INC.	CHK	CLR	\$5,247.65
35197	09/22/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	VOID	\$993.08
35198	09/22/2016	STANTEC CONSULTING SERVICES INC	CHK	O/S	\$12,867.00
35199	09/22/2016	TAMPA ARMATURE WORKS, INC.	CHK	CLR	\$2,135.00
35200	09/22/2016	UPS	CHK	O/S	\$14.31
35201	09/22/2016	UPS SUPPLY CHAIN SOLUTIONS, INC.	CHK	O/S	\$53.33
35202	09/22/2016	U.S. BANK EQUIPMENT FINANCE	CHK	O/S	\$382.35
35203	09/23/2016	CHARLOTTE COUNTY UTILITIES	CHK	O/S	\$164,694.76
CONT93016	09/30/2016	Valic	CHK	CLR	\$3,985.74
PRTX93016	09/30/2016	BANK OF AMERICA-TAX EXPRESS	CHK	CLR	\$23,832.19
FRSSEPT2016	10/04/2016	FLORIDA DIVISION OF RETIREMENT	CHK	O/S	\$35,227.69
35204	10/07/2016	PRO-CHEM INC.	CHK	O/S	\$820.84
35205	10/07/2016	BLUSITE SOLUTIONS OF SOUTHWEST	CHK	O/S	\$258.00
35206	10/07/2016	CINTAS	CHK	O/S	\$881.06
35207	10/07/2016	ALLIED UNIVERSAL CORP.	CHK	O/S	\$30,448.87

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Document Number	Date	Payee Name / Description	Type	Status	Amount
35208	10/07/2016	THE SUN	CHK	O/S	\$804.16
35209	10/07/2016	FEDERAL EXPRESS	CHK	O/S	\$26.34
35210	10/07/2016	INSTRUMENT & VALVE SERVICES COM	CHK	O/S	\$413.00
35211	10/07/2016	FISHER SCIENTIFIC	CHK	O/S	\$1,470.59
35212	10/07/2016	BOB DEAN SUPPLY INC	CHK	O/S	\$255.00
35213	10/07/2016	ANDXTER INC.	CHK	O/S	\$545.18
35214	10/07/2016	HAGH COMPANY	CHK	O/S	\$1,708.88
35215	10/07/2016	KINGSWAY ACE HARDWARE	CHK	O/S	\$8.95
35218	10/07/2016	BUSINESS CARD	CHK	O/S	\$1,321.31
35217	10/07/2016	HOME DEPOT	CHK	O/S	\$1,383.71
35218	10/07/2016	BUSINESS CARD	CHK	O/S	\$1,443.76
35219	10/07/2016	STAPLES ADVANTAGE	CHK	O/S	\$29.59
35220	10/07/2016	CINTAS	CHK	O/S	\$225.02
35221	10/07/2016	AIR CENTERS-FLORIDA	CHK	O/S	\$583.29
35222	10/07/2016	SIEMENS INDUSTRY, INC.	CHK	O/S	\$2,400.50
35223	10/07/2016	FEI-FT.MYERS WATERWORKS #127	CHK	O/S	\$76.00
35224	10/07/2016	BUSINESS CARD	CHK	O/S	\$198.96
35225	10/07/2016	BUSINESS CARD	CHK	O/S	\$9.10
35228	10/07/2016	MAILFINANCE	CHK	O/S	\$299.61
35227	10/07/2016	EUROFINS EATON ANALYTICAL, INC.	CHK	O/S	\$395.00
35228	10/07/2016	HERALD TRIBUNE	CHK	O/S	\$555.50
35229	10/07/2016	HUDSON PUMP	CHK	O/S	\$6,804.49
35230	10/07/2016	HUDSON PUMPS & PROCESS EQUIPME	CHK	O/S	\$403.20
35231	10/07/2016	TOTALFUNDS BY HASLER	CHK	O/S	\$200.00
35232	10/07/2016	AWC, INC.	CHK	O/S	\$1,405.00
35233	10/07/2016	VOYAGER FLEET SYSTEMS, INC.	CHK	O/S	\$2,251.44
35234	10/07/2016	CENTURYLINK	CHK	O/S	\$1,487.05
35235	10/07/2016	FLORIDA DEPARTMENT OF STATE	CHK	O/S	\$58.70
35236	10/07/2016	ADECCO EMPLOYMENT SERVICES	CHK	O/S	\$1,786.40
35237	10/07/2016	ALLIED ELECTRONICS, INC.	CHK	O/S	\$3,112.44
35238	10/07/2016	ARGILA ENTERPRISES, INC.	CHK	O/S	\$2,250.00
35239	10/07/2016	BURTON & ASSOCIATES	CHK	O/S	\$8,742.68
35240	10/07/2016	HELLING - BATTERIES PLUS	CHK	O/S	\$89.90
35241	10/07/2016	BENCHMARK ENVIROANALYTICAL INC	CHK	O/S	\$3,161.20
35242	10/07/2016	CABOT CORPORATION	CHK	O/S	\$21,813.00
35243	10/07/2016	CROM ENGINEERING & CONSTRUCTIO	CHK	O/S	\$43,385.64
35244	10/07/2016	DESOTO AUTOMOTIVE ENTERPRISES I	CHK	O/S	\$340.06
35245	10/07/2016	Doug Morton	CHK	O/S	\$83.36
35246	10/07/2016	DIANE R. SALZ	CHK	O/S	\$3,750.00
35247	10/07/2016	ENVIRONMENTAL EXPRESS INC.	CHK	O/S	\$246.78
35248	10/07/2016	FLORIDA POWER & LIGHT COMPANY	CHK	O/S	\$135,171.14
35249	10/07/2016	FRONTIER COMMUNICATIONS	CHK	O/S	\$214.99
35250	10/07/2016	FW&PCOA	CHK	O/S	\$780.00
35251	10/07/2016	GARNEY COMPANIES INC.	CHK	O/S	\$4,000.00
35252	10/07/2016	HALFACRE CONSTRUCTION COMPANY	CHK	O/S	\$48,124.00
35253	10/07/2016	HVMI, LLC	CHK	O/S	\$2,378.28
35254	10/07/2016	JAN-PRO OF MANASOTA	CHK	O/S	\$249.00
35255	10/07/2016	KEETON'S OFFICE & ART SUPPLY	CHK	O/S	\$878.07
35256	10/07/2016	Kimley Horn	CHK	O/S	\$10,056.00
35257	10/07/2016	LINDA BURKE	CHK	O/S	\$23.76
35258	10/07/2016	M&M CONTRACTORS INC.	CHK	O/S	\$7,931.39
35259	10/07/2016	PETTY CASH	CHK	O/S	\$58.64
35280	10/07/2016	PETTY CASH - ADMIN	CHK	O/S	\$20.03
35261	10/07/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
35262	10/07/2016	C & S CHEMICALS INC.	CHK	O/S	\$25,208.97

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Bank Code:		PUBLIC FUNDS INTEREST CHECKING (BOA)			Current Balance:	\$2,401,189.00
Document Number	Date	Payer Name / Description	Type	Status	Amount	
35263	10/07/2016	PREFERRED GOVERNMENT INSURANC	CHK	O/S		
35264	10/07/2016	PATRICK J LEHMAN	CHK	O/S	\$13,821.75	
35265	10/07/2016	PUBLIC RISK INSURANCE AGENCY	CHK	O/S	\$84.00	
35266	10/07/2016	Rob Wilson	CHK	O/S	\$103,219.03	
35267	10/07/2016	SHEARER CONSULTING INC.	CHK	O/S	\$43.98	
35268	10/07/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	VOID	\$2,500.00	
35269	10/07/2016	THE SHIPPING POST	CHK	O/S	\$993.08	
35270	10/07/2016	TAMPA ARMATURE WORKS, INC.	CHK	O/S	\$25.87	
35271	10/07/2016	TKW CONSULTING ENGINEERS, INC.	CHK	O/S	\$800.00	
35272	10/07/2016	UPS	CHK	O/S	\$5,906.64	
35273	10/07/2016	U.S. BANK EQUIPMENT FINANCE	CHK	O/S	\$568.77	
35274	10/07/2016	UNITED SYSTEMS COMPUTER GROUP	CHK	O/S	\$830.65	
PRCONT101416	10/12/2016	Valic	CHK	O/S	\$16,172.50	
PRTX101418	10/12/2016	BANK OF AMERICA-TAX EXPRESS	CHK	O/S	\$3,979.82	
MONEYORDER	10/26/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	O/S	\$23,154.75	
PRTX10282016	10/26/2016	BANK OF AMERICA-TAX EXPRESS	CHK	O/S	\$1,986.12	
WH102816	10/26/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	O/S	\$24,953.43	
					\$1,042.71	
				Check Total	\$2,136,852.40	

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Document Number	Date	Payer Name / Description	Type	Status	Amount
35074	09/08/2016	ADECCO EMPLOYMENT SERVICES	CHK	CLR	\$2,484.00
35157	09/22/2016	ADECCO EMPLOYMENT SERVICES	CHK	O/S	\$706.58
35236	10/07/2016	ADECCO EMPLOYMENT SERVICES	CHK	O/S	\$1,768.40
35160	09/22/2016	ADVANCED OVERHEAD SYSTEMS, INC	CHK	CLR	\$1,596.00
35158	09/22/2016	ADVANTAGE CARE INC.	CHK	O/S	\$40.00
35148	09/22/2016	AIR CENTERS-FLORIDA	CHK	CLR	\$9,770.18
35221	10/07/2016	AIR CENTERS-FLORIDA	CHK	O/S	\$583.29
35095	09/08/2016	AIRGAS SPECIALTY PRODUCTS	CHK	CLR	\$2,877.12
35176	09/22/2016	AIRGAS SPECIALTY PRODUCTS	CHK	CLR	\$2,942.42
35139	09/22/2016	AIRGAS USA, LLC	CHK	O/S	\$30.38
35114	09/08/2016	ALL AMERICAN CONTAINERS-MIAMI	CHK	CLR	\$142.56
35159	09/22/2016	ALL FLORIDA WATER-TAMPA	CHK	O/S	\$211.58
35237	10/07/2016	ALLIED ELECTRONICS, INC.	CHK	O/S	\$3,112.44
35057	09/08/2016	ALLIED UNIVERSAL CORP.	CHK	VOID	\$0.00
35058	09/08/2016	ALLIED UNIVERSAL CORP.	CHK	CLR	\$34,880.11
35135	09/22/2016	ALLIED UNIVERSAL CORP.	CHK	VOID	\$0.00
35136	09/22/2016	ALLIED UNIVERSAL CORP.	CHK	O/S	\$52,084.41
36207	10/07/2016	ALLIED UNIVERSAL CORP.	CHK	O/S	\$30,448.87
35142	09/22/2016	ANIXTER INC.	CHK	O/S	\$3,470.73
35213	10/07/2016	ANIXTER INC.	CHK	O/S	\$545.18
35161	09/22/2016	ARGILA ENTERPRISES, INC.	CHK	O/S	\$1,800.00
35238	10/07/2016	ARGILA ENTERPRISES, INC.	CHK	O/S	\$2,250.00
35162	09/22/2016	ATKINS NORTH AMERICA, INC.	CHK	CLR	\$9,976.53
35232	10/07/2016	AWC, INC.	CHK	O/S	\$1,405.00
35163	09/22/2016	AWWA	CHK	O/S	\$218.00
35075	09/08/2016	AX CONTROL COMPANY INC.	CHK	CLR	\$1,915.00
PRTX91616	09/19/2016	BANK OF AMERICA-TAX EXPRESS	CHK	CLR	\$30,440.99
PRTX93016	09/30/2016	BANK OF AMERICA-TAX EXPRESS	CHK	CLR	\$23,832.19
PRTX101416	10/12/2016	BANK OF AMERICA-TAX EXPRESS	CHK	O/S	\$23,154.75
PRTX10282016	10/28/2016	BANK OF AMERICA-TAX EXPRESS	CHK	O/S	\$24,953.43
35079	09/08/2016	BENCHMARK ENVIROANALYTICAL INC	CHK	CLR	\$17,820.70
35164	09/22/2016	BENCHMARK ENVIROANALYTICAL INC	CHK	O/S	\$5,614.15
36241	10/07/2016	BENCHMARK ENVIROANALYTICAL INC	CHK	O/S	\$3,161.20
35165	09/22/2016	BENTLEY SYSTEMS, INCORPORATED	CHK	O/S	\$792.00
35077	09/08/2016	BILL'S BOTTLED WATER SERVI CE	CHK	CLR	\$18.50
35051	09/08/2016	BLUSITE SOLUTIONS OF SOUTHWEST	CHK	CLR	\$280.50
35131	09/22/2016	BLUSITE SOLUTIONS OF SOUTHWEST	CHK	O/S	\$70.00
35205	10/07/2016	BLUSITE SOLUTIONS OF SOUTHWEST	CHK	O/S	\$258.00
35212	10/07/2016	BOB DEAN SUPPLY INC	CHK	O/S	\$255.00
35078	09/08/2016	BRENDA CROUTHAMEL	CHK	CLR	\$141.24
35239	10/07/2016	BURTON & ASSOCIATES	CHK	O/S	\$8,742.66
35216	10/07/2016	BUSINESS CARD	CHK	O/S	\$1,321.31
35218	10/07/2016	BUSINESS CARD	CHK	O/S	\$1,443.78
35224	10/07/2016	BUSINESS CARD	CHK	O/S	\$198.96
35225	10/07/2016	BUSINESS CARD	CHK	O/S	\$9.10
35110	09/08/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
35111	09/08/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
35112	09/08/2016	C & S CHEMICALS INC.	CHK	CLR	\$50,602.85
35188	09/22/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
35189	09/22/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
35190	09/22/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
35191	09/22/2016	C & S CHEMICALS INC.	CHK	O/S	\$77,875.41
35261	10/07/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
35262	10/07/2016	C & S CHEMICALS INC.	CHK	O/S	\$25,206.97
35080	09/08/2016	CABOT CORPORATION	CHK	CLR	\$109,879.00

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Document Number	Date	Payee Name / Description	Type	Status	Amount
35166	09/22/2016	CABOT CORPORATION	CHK	O/S	\$45,155.00
35242	10/07/2016	CABOT CORPORATION	CHK	O/S	\$21,813.00
35073	09/08/2016	CENTURYLINK	CHK	CLR	\$1,497.05
35156	09/22/2016	CENTURYLINK	CHK	O/S	\$408.78
35234	10/07/2016	CENTURYLINK	CHK	O/S	\$1,497.05
35082	09/08/2016	CERTIFYME.NET	CHK	CLR	\$563.00
35170	09/22/2016	CH2M HILL ENGINEERS INC.	CHK	O/S	\$18,123.01
35167	09/22/2016	CHARLOTTE COUNTY BCC - LANDFILL	CHK	O/S	\$4,803.45
35081	09/08/2016	CHARLOTTE COUNTY BD OF COMMISS	CHK	CLR	\$89,629.79
35168	09/22/2016	CHARLOTTE COUNTY BD OF COMMISS	CHK	VOID	\$164,694.78
35203	09/23/2016	CHARLOTTE COUNTY UTILITIES	CHK	O/S	\$164,694.78
35084	09/08/2016	CHARLOTTE PLUMBING K & BATH INC.	CHK	CLR	\$130.00
35171	09/22/2016	CHARLOTTE PLUMBING K & BATH INC.	CHK	CLR	\$160.00
35053	09/08/2016	CINTAS	CHK	CLR	\$169.44
35065	09/08/2016	CINTAS	CHK	CLR	\$144.15
35147	09/22/2016	CINTAS	CHK	O/S	\$368.00
35206	10/07/2016	CINTAS	CHK	O/S	\$881.06
35220	10/07/2016	CINTAS	CHK	O/S	\$225.02
35083	09/08/2016	CLEAVELAND/PRICE INC.	CHK	CLR	\$694.17
35169	09/22/2016	CROM ENGINEERING & CONSTRUCTIO	CHK	CLR	\$53,485.00
35243	10/07/2016	CROM ENGINEERING & CONSTRUCTIO	CHK	O/S	\$43,386.64
35085	09/08/2016	CRUMPTON WELDING SUPPLY	CHK	CLR	\$252.36
35173	09/22/2016	D. M. CONSTRUCTION CORP.	CHK	O/S	\$11,928.57
35086	09/08/2016	DESOTO AUTOMOTIVE ENTERPRISES I	CHK	CLR	\$847.20
35244	10/07/2016	DESOTO AUTOMOTIVE ENTERPRISES I	CHK	O/S	\$340.08
35172	09/22/2016	DESOTO COUNTY	CHK	CLR	\$86,333.37
35194	09/22/2016	DEX IMAGING	CHK	CLR	\$655.01
35087	09/08/2016	DIANE R. SALZ	CHK	CLR	\$3,750.00
35246	10/07/2016	DIANE R. SALZ	CHK	O/S	\$3,750.00
35055	09/08/2016	DMS-FINANCIAL MGMT SERVICES	CHK	CLR	\$213.59
35133	09/22/2016	DMS-FINANCIAL MGMT SERVICES	CHK	O/S	\$88.02
35245	10/07/2016	Doug Morton	CHK	O/S	\$83.36
35088	09/08/2016	EARTH BALANCE	CHK	CLR	\$7,523.46
35174	09/22/2016	EARTH BALANCE	CHK	CLR	\$17,533.47
35175	09/22/2016	ENVIRONMENTAL EXPRESS INC.	CHK	CLR	\$3,394.92
35247	10/07/2016	ENVIRONMENTAL EXPRESS INC.	CHK	O/S	\$246.78
35088	09/08/2016	EUROFINS EATON ANALYTICAL, INC.	CHK	CLR	\$395.00
35227	10/07/2016	EUROFINS EATON ANALYTICAL, INC.	CHK	O/S	\$395.00
35059	09/08/2016	FEDERAL EXPRESS	CHK	CLR	\$24.98
35138	09/22/2016	FEDERAL EXPRESS	CHK	O/S	\$24.83
35209	10/07/2016	FEDERAL EXPRESS	CHK	O/S	\$26.34
35086	09/08/2016	FEI-FT.MYERS WATERWORKS #127	CHK	CLR	\$2,180.92
35148	09/22/2016	FEI-FT.MYERS WATERWORKS #127	CHK	CLR	\$1,589.70
35223	10/07/2016	FEI-FT.MYERS WATERWORKS #127	CHK	O/S	\$76.00
35082	09/08/2016	FISHER SCIENTIFIC	CHK	CLR	\$1,703.16
35140	09/22/2016	FISHER SCIENTIFIC	CHK	CLR	\$2,410.24
35211	10/07/2016	FISHER SCIENTIFIC	CHK	O/S	\$1,470.59
35235	10/07/2016	FLORIDA DEPARTMENT OF STATE	CHK	O/S	\$56.70
FRSAUG2016	09/01/2016	FLORIDA DIVISION OF RETIREMENT	CHK	CLR	\$23,940.34
FRSSEPT2016	10/04/2016	FLORIDA DIVISION OF RETIREMENT	CHK	O/S	\$35,227.69
35090	09/08/2016	FLORIDA POWER & LIGHT COMPANY	CHK	CLR	\$29.20
35248	10/07/2016	FLORIDA POWER & LIGHT COMPANY	CHK	O/S	\$135,171.14
35092	09/08/2016	FLORIDA TECHNICAL PRODUCTS, INC.	CHK	CLR	\$2,472.48
35067	09/08/2016	FLUID CONTROL SPECIALTIES, INC.	CHK	CLR	\$1,350.85
35177	09/22/2016	FLUID CONTROL SPECIALTIES, INC.	CHK	O/S	\$565.50

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Document Number	Date	Payee Name / Description	Type	Status	Amount
35176	09/22/2016	FORSBERG CONSTRUCTION INC.	CHK	O/S	
35089	09/08/2016	FORT BEND SERVICES, INC.	CHK	CLR	\$1,750.00
35091	09/08/2016	FRONTIER COMMUNICATIONS	CHK	CLR	\$5,888.00
35248	10/07/2016	FRONTIER COMMUNICATIONS	CHK	O/S	\$214.99
35250	10/07/2016	FW&PCOA	CHK	O/S	\$214.99
35084	09/08/2016	GARNEY COMPANIES INC.	CHK	CLR	\$780.00
35251	10/07/2016	GARNEY COMPANIES INC.	CHK	CLR	\$52,858.00
35152	09/22/2016	GEOKON	CHK	O/S	\$4,000.00
35093	09/08/2016	GOODYEAR AUTO SERVICE CENTER	CHK	O/S	\$1,785.00
35063	09/08/2016	HACH COMPANY	CHK	CLR	\$793.09
35143	09/22/2016	HACH COMPANY	CHK	CLR	\$2,597.57
35214	10/07/2016	HACH COMPANY	CHK	O/S	\$3,280.39
35086	09/08/2016	HALFACRE CONSTRUCTION COMPANY	CHK	O/S	\$1,708.88
35252	10/07/2016	HALFACRE CONSTRUCTION COMPANY	CHK	CLR	\$33,750.00
35076	09/08/2016	HELLING - BATTERIES PLUS	CHK	O/S	\$48,124.00
35240	10/07/2016	HELLING - BATTERIES PLUS	CHK	CLR	\$79.80
35228	10/07/2016	HERALD TRIBUNE	CHK	O/S	\$89.80
35145	09/22/2016	HOME DEPOT	CHK	O/S	\$555.50
35217	10/07/2016	HOME DEPOT	CHK	O/S	\$157.86
35089	09/08/2016	HUDSON PUMP	CHK	O/S	\$1,383.71
35229	10/07/2016	HUDSON PUMP	CHK	CLR	\$3,099.43
35230	10/07/2016	HUDSON PUMPS & PROCESS EQUIPME	CHK	O/S	\$6,604.49
35179	09/22/2016	HVMI, LLC	CHK	O/S	\$403.20
35253	10/07/2016	HVMI, LLC	CHK	O/S	\$19,193.38
35061	09/08/2016	INSTRUMENT & VALVE SERVICES COM	CHK	O/S	\$2,378.28
35210	10/07/2016	INSTRUMENT & VALVE SERVICES COM	CHK	CLR	\$1,386.76
35099	09/08/2016	J. H. HAM ENGINEERING INC.	CHK	O/S	\$413.00
35181	09/22/2016	JANICKI ENVIRONMENTAL, INC.	CHK	CLR	\$32,802.00
35098	09/08/2016	JAN-PRO CLEANING SYSTEMS OF SW	CHK	O/S	\$11,848.00
35097	09/08/2016	JAN-PRO OF MANASOTA	CHK	CLR	\$495.00
35254	10/07/2016	JAN-PRO OF MANASOTA	CHK	CLR	\$249.00
35180	09/22/2016	JET AUTO SERVICE	CHK	O/S	\$249.00
35100	09/08/2016	KEETON'S OFFICE & ART SUPPLY	CHK	CLR	\$367.54
35182	09/22/2016	KEETON'S OFFICE & ART SUPPLY	CHK	CLR	\$882.85
35255	10/07/2016	KEETON'S OFFICE & ART SUPPLY	CHK	CLR	\$947.60
35108	09/08/2016	KEVIN MORRIS	CHK	O/S	\$878.07
35185	09/22/2016	KEVIN MORRIS	CHK	CLR	\$100.00
35258	10/07/2016	Kimley Horn	CHK	O/S	\$85.00
35101	09/08/2016	KING ENGINEERING ASSOCIATES INC.	CHK	O/S	\$10,056.00
35064	09/08/2016	KINGSWAY ACE HARDWARE	CHK	CLR	\$19,898.00
35144	09/22/2016	KINGSWAY ACE HARDWARE	CHK	CLR	\$215.46
35215	10/07/2016	KINGSWAY ACE HARDWARE	CHK	O/S	\$140.86
35257	10/07/2016	LINDA BURKE	CHK	O/S	\$9.95
35258	10/07/2016	M&M CONTRACTORS INC.	CHK	O/S	\$23.76
35109	09/08/2016	MAC PAPERS	CHK	O/S	\$7,931.99
35104	09/08/2016	MADER ELECTRIC, INC.	CHK	CLR	\$341.28
35228	10/07/2016	MAILFINANCE	CHK	CLR	\$2,309.84
35105	09/08/2016	MAIN GATE ENTERPRISES INC.	CHK	O/S	\$299.61
35183	09/22/2016	MAIN GATE ENTERPRISES INC.	CHK	CLR	\$845.00
35103	09/08/2016	MANATEE COUNTY SHERIFF	CHK	O/S	\$145.00
35184	09/22/2016	MANSON BOLVES DONALDSON, P.A.	CHK	CLR	\$15.00
35102	09/08/2016	McCABE & ASSOCIATES	CHK	CLR	\$25,285.08
35052	09/08/2016	MSC INDUSTRIAL SUPPLY CO.	CHK	CLR	\$2,400.00
35132	09/22/2016	MSC INDUSTRIAL SUPPLY CO.	CHK	CLR	\$1,371.49
35186	09/22/2016	NATURAL RESOURCES LLC	CHK	O/S	\$724.48
					\$38,161.50

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Bank Code: PUBLIC FUNDS INTEREST CHECKING (BOA) **Current Balance:** \$2,401,169.00

Document Number	Date	Payee Name / Description	Type	Status	Amount
35107	09/08/2016	NBF Furniture, LLC	CHK	CLR	\$846.84
35141	09/22/2016	PAGE MECHANICAL GROUP, INC.	CHK	O/S	\$3,856.45
35284	10/07/2016	PATRICK J LEHMAN	CHK	O/S	\$84.00
35259	10/07/2016	PETTY CASH	CHK	O/S	\$58.64
35280	10/07/2016	PETTY CASH - ADMIN	CHK	O/S	\$20.03
35192	09/22/2016	PHENOVA, INC.	CHK	O/S	\$241.65
35108	09/08/2016	POWER & PUMPS INC.	CHK	CLR	\$1,800.95
35283	10/07/2016	PREFERRED GOVERNMENT INSURANC	CHK	O/S	\$13,821.75
35130	09/22/2016	PRO-CHEM INC.	CHK	O/S	\$799.33
35204	10/07/2016	PRO-CHEM INC.	CHK	O/S	\$620.94
35285	10/07/2016	PUBLIC RISK INSURANCE AGENCY	CHK	O/S	\$103,219.03
35129	09/12/2016	RANCH PROPERTY HOLDINGS LLC	CHK	CLR	\$12,640.44
35195	09/22/2016	RANCH PROPERTY HOLDINGS LLC	CHK	O/S	\$12,640.44
35113	09/08/2016	RAY PILON	CHK	CLR	\$3,750.00
35115	09/08/2016	RING POWER CORPORATION	CHK	CLR	\$300.00
35288	10/07/2016	Rob Wilson	CHK	O/S	\$43.98
35058	09/08/2016	ROSS VALVE MANUFACTURING CO	CHK	CLR	\$2,881.46
35134	09/22/2016	ROSS VALVE MANUFACTURING CO	CHK	O/S	\$2,592.43
35198	09/22/2016	SAFE TECH INC.	CHK	CLR	\$5,247.65
35154	09/22/2016	SAM'S CLUB	CHK	O/S	\$75.23
35116	09/08/2016	SARASOTA CTY ENVIRONMENTL UTILI	CHK	CLR	\$20,343.27
35150	09/22/2016	SARASOTA HERALD TRIBUNE	CHK	CLR	\$321.75
35117	09/08/2016	SHEARER CONSULTING INC.	CHK	CLR	\$2,500.00
35287	10/07/2016	SHEARER CONSULTING INC.	CHK	O/S	\$2,500.00
35222	10/07/2016	SIEMENS INDUSTRY, INC.	CHK	O/S	\$2,400.50
35119	09/08/2016	SOLARES CONTROLS	CHK	CLR	\$791.45
35198	09/22/2016	STANTEC CONSULTING SERVICES INC	CHK	O/S	\$12,867.00
35148	09/22/2016	STAPLES ADVANTAGE	CHK	CLR	\$332.10
35219	10/07/2016	STAPLES ADVANTAGE	CHK	O/S	\$29.59
35118	09/08/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	CLR	\$993.06
35197	09/22/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	VOID	\$993.06
35288	10/07/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	VOID	\$993.06
MONEYORDER	10/26/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	O/S	\$1,986.12
WH102816	10/26/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	O/S	\$1,042.71
35183	09/22/2016	SUNSHINE STATE ONE CALL OF FL, IN	CHK	CLR	\$36.32
35121	09/08/2016	SUPER T	CHK	CLR	\$174.91
35199	09/22/2016	TAMPA ARMATURE WORKS, INC.	CHK	CLR	\$2,135.00
35270	10/07/2016	TAMPA ARMATURE WORKS, INC.	CHK	O/S	\$800.00
35187	09/22/2016	TECHNICAL SALES CORPORATION	CHK	CLR	\$1,275.08
35122	09/08/2016	TEST GAUGE AND BACKFLOW SUPPLY	CHK	CLR	\$283.62
35120	09/08/2016	THE SHIPPING POST	CHK	CLR	\$25.97
35289	10/07/2016	THE SHIPPING POST	CHK	O/S	\$25.97
35137	09/22/2016	THE SUN	CHK	O/S	\$197.34
35208	10/07/2016	THE SUN	CHK	O/S	\$804.16
35123	09/08/2016	TKW CONSULTING ENGINEERS, INC.	CHK	CLR	\$3,322.31
35271	10/07/2016	TKW CONSULTING ENGINEERS, INC.	CHK	O/S	\$5,906.64
35070	09/08/2016	TOTALFUNDS BY HASLER	CHK	CLR	\$200.00
35231	10/07/2016	TOTALFUNDS BY HASLER	CHK	O/S	\$200.00
35151	09/22/2016	TRANSCAT, INC.	CHK	O/S	\$432.00
35054	09/08/2016	TRULY NOLEN BRANCH 079	CHK	CLR	\$178.00
35124	09/08/2016	TSHEETS.COM, LLC	CHK	CLR	\$2,304.00
35126	09/08/2016	U.S. BANK EQUIPMENT FINANCE	CHK	CLR	\$1,481.96
35202	09/22/2016	U.S. BANK EQUIPMENT FINANCE	CHK	O/S	\$362.35
35273	10/07/2016	U.S. BANK EQUIPMENT FINANCE	CHK	O/S	\$830.65
35163	09/22/2016	ULINE	CHK	O/S	\$256.62

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Bank Code: PUBLIC FUNDS INTEREST CHECKING (BOA) Current Balance: \$2,401,169.00

Document Number	Date	Payee Name / Description	Type	Status	Amount
35128	09/08/2016	UNDERWATER ENGINEERING SERVICE	CHK	CLR	\$3,700.00
35127	09/08/2016	UNITED SYSTEMS COMPUTER GROUP	CHK	CLR	\$16,097.50
35274	10/07/2016	UNITED SYSTEMS COMPUTER GROUP	CHK	O/S	\$16,172.50
35125	09/08/2016	UPS	CHK	CLR	\$70.97
35200	09/22/2016	UPS	CHK	O/S	\$14.31
35272	10/07/2016	UPS	CHK	O/S	\$568.77
35201	09/22/2016	UPS SUPPLY CHAIN SOLUTIONS, INC.	CHK	O/S	\$53.33
35072	09/08/2016	USA BLUEBOOK	CHK	CLR	\$63.96
35155	09/22/2016	USA BLUEBOOK	CHK	O/S	\$1,478.02
CONT9216	09/02/2016	Valic	CHK	CLR	\$5,300.62
9/16/16CONT	09/16/2016	Valic	CHK	CLR	\$3,786.76
AUGCORRSUBMI	09/16/2016	Valic	CHK	CLR	\$300.00
CQNT93016	09/30/2016	Valic	CHK	CLR	\$3,985.74
PRCONT101416	10/12/2016	Valic	CHK	O/S	\$3,979.82
35071	09/08/2016	VOYAGER FLEET SYSTEMS, INC.	CHK	CLR	\$1,838.35
35233	10/07/2016	VOYAGER FLEET SYSTEMS, INC.	CHK	O/S	\$2,251.44
35080	09/08/2016	WOMACK SANITATION INC.	CHK	CLR	\$750.00
Check Total					\$2,136,852.40

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Bank Code: PUBLIC FUNDS INTEREST CHECKING (BOA) Current Balance: \$2,401,189.00

Document Number	Date	Payee Name / Description	Type	Status	Amount
35188	09/22/2016	CHARLOTTE COUNTY BD OF COMMISS	CHK	VOID	\$164,894.76
35203	09/23/2016	CHARLOTTE COUNTY UTILITIES	CHK	O/S	\$164,894.76
35248	10/07/2016	FLORIDA POWER & LIGHT COMPANY	CHK	O/S	\$135,171.14
35080	09/08/2016	CABOT CORPORATION	CHK	CLR	\$109,879.00
35205	10/07/2016	PUBLIC RISK INSURANCE AGENCY	CHK	O/S	\$103,219.03
35191	09/22/2016	C & S CHEMICALS INC.	CHK	O/S	\$77,875.41
35081	09/08/2016	CHARLOTTE COUNTY BD OF COMMISS	CHK	CLR	\$69,829.79
35172	09/22/2016	DESOTO COUNTY	CHK	CLR	\$86,333.37
35169	09/22/2016	CROM ENGINEERING & CONSTRUCTIO	CHK	CLR	\$53,495.00
35094	09/08/2016	GARNEY COMPANIES INC.	CHK	CLR	\$52,856.00
35136	09/22/2016	ALLIED UNIVERSAL CORP.	CHK	O/S	\$52,084.41
35112	09/08/2016	C & S CHEMICALS INC.	CHK	CLR	\$50,802.85
35252	10/07/2016	HALFACRE CONSTRUCTION COMPANY	CHK	O/S	\$48,124.00
35166	09/22/2016	CABOT CORPORATION	CHK	O/S	\$45,155.00
35243	10/07/2016	CROM ENGINEERING & CONSTRUCTIO	CHK	O/S	\$43,385.84
35188	09/22/2016	NATURAL RESOURCES LLC	CHK	O/S	\$38,181.50
FRSSEPT2016	10/04/2016	FLORIDA DIVISION OF RETIREMENT	CHK	O/S	\$35,227.69
35058	09/08/2016	ALLIED UNIVERSAL CORP.	CHK	CLR	\$34,860.11
35086	09/08/2016	HALFACRE CONSTRUCTION COMPANY	CHK	CLR	\$33,750.00
35089	09/08/2016	J. H. HAM ENGINEERING INC.	CHK	CLR	\$32,802.00
35207	10/07/2016	ALLIED UNIVERSAL CORP.	CHK	O/S	\$30,448.87
PRTX91618	09/16/2016	BANK OF AMERICA-TAX EXPRESS	CHK	CLR	\$30,440.99
35184	09/22/2016	MANSON BOLVES DONALDSON, P.A.	CHK	CLR	\$25,285.08
35262	10/07/2016	C & S CHEMICALS INC.	CHK	O/S	\$25,206.97
PRTX10282016	10/28/2016	BANK OF AMERICA-TAX EXPRESS	CHK	O/S	\$24,953.43
FRSAUG2016	09/01/2016	FLORIDA DIVISION OF RETIREMENT	CHK	CLR	\$23,940.34
PRTX93016	09/30/2016	BANK OF AMERICA-TAX EXPRESS	CHK	CLR	\$23,832.19
PRTX101418	10/12/2016	BANK OF AMERICA-TAX EXPRESS	CHK	O/S	\$23,154.75
35242	10/07/2016	CABOT CORPORATION	CHK	O/S	\$21,813.00
35116	09/08/2016	SARASOTA CTY ENVIRONMENTL UTILI	CHK	CLR	\$20,343.27
35101	09/08/2016	KING ENGINEERING ASSOCIATES INC.	CHK	CLR	\$19,998.00
35179	09/22/2016	HVMI, LLC	CHK	O/S	\$19,193.36
35170	09/22/2016	CH2M HILL ENGINEERS INC.	CHK	O/S	\$18,123.01
35079	09/08/2016	BENCHMARK ENVIROANALYTICAL INC	CHK	CLR	\$17,820.70
35174	09/22/2016	EARTH BALANCE	CHK	CLR	\$17,533.47
35274	10/07/2016	UNITED SYSTEMS COMPUTER GROUP	CHK	O/S	\$16,172.50
35127	09/08/2016	UNITED SYSTEMS COMPUTER GROUP	CHK	CLR	\$16,097.50
35263	10/07/2016	PREFERRED GOVERNMENT INSURANC	CHK	O/S	\$13,821.75
35198	09/22/2016	STANTEC CONSULTING SERVICES INC	CHK	O/S	\$12,867.00
35129	09/12/2016	RANCH PROPERTY HOLDINGS LLC	CHK	CLR	\$12,840.44
35195	09/22/2016	RANCH PROPERTY HOLDINGS LLC	CHK	O/S	\$12,640.44
35173	09/22/2016	D. M. CONSTRUCTION CORP.	CHK	O/S	\$11,928.57
35181	09/22/2016	JANICKI ENVIRONMENTAL, INC.	CHK	O/S	\$11,646.00
35256	10/07/2016	Kimley Horn	CHK	O/S	\$10,058.00
35162	09/22/2016	ATKINS NORTH AMERICA, INC.	CHK	CLR	\$9,976.53
35148	09/22/2016	AIR CENTERS-FLORIDA	CHK	CLR	\$9,770.18
35239	10/07/2016	BURTON & ASSOCIATES	CHK	O/S	\$8,742.66
35258	10/07/2016	M&M CONTRACTORS INC.	CHK	O/S	\$7,931.39
35088	09/08/2016	EARTH BALANCE	CHK	CLR	\$7,523.46
35229	10/07/2016	HUDSON PUMP	CHK	O/S	\$6,604.49
35271	10/07/2016	TKW CONSULTING ENGINEERS, INC.	CHK	O/S	\$5,906.64
35089	09/08/2016	FORT BEND SERVICES, INC.	CHK	CLR	\$5,888.00
35164	09/22/2016	BENCHMARK ENVIROANALYTICAL INC	CHK	O/S	\$5,614.15
CONT9216	09/02/2016	Valic	CHK	CLR	\$5,300.82
35198	09/22/2016	SAFE TECH INC.	CHK	CLR	\$5,247.65

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Document Number	Date	Payer Name/Description	Type	Status	Amount
35167	09/22/2016	CHARLOTTE COUNTY BCC - LANDFILL	CHK	O/S	\$4,803.45
35251	10/07/2016	GARNEY COMPANIES INC.	CHK	O/S	\$4,000.00
CONT93016	09/30/2016	Valic	CHK	CLR	\$3,986.74
PRCONT101416	10/12/2016	Valic	CHK	O/S	\$3,979.82
9/18/16CONT	09/16/2016	Valic	CHK	CLR	\$3,796.76
35087	09/08/2016	DIANE R. SALZ	CHK	CLR	\$3,750.00
35246	10/07/2016	DIANE R. SALZ	CHK	O/S	\$3,750.00
35113	09/08/2016	RAY PILON	CHK	CLR	\$3,750.00
35128	09/08/2016	UNDERWATER ENGINEERING SERVICE	CHK	CLR	\$3,700.00
35141	09/22/2016	PAGE MECHANICAL GROUP, INC.	CHK	O/S	\$3,658.45
35142	09/22/2016	ANIXTER INC.	CHK	O/S	\$3,470.73
35175	09/22/2016	ENVIRONMENTAL EXPRESS INC.	CHK	CLR	\$3,384.92
35123	09/08/2016	TKW CONSULTING ENGINEERS, INC.	CHK	CLR	\$3,322.31
35143	09/22/2016	HACH COMPANY	CHK	O/S	\$3,260.39
35241	10/07/2016	BENCHMARK ENVIROANALYTICAL INC	CHK	O/S	\$3,161.20
35237	10/07/2016	ALLIED ELECTRONICS, INC.	CHK	O/S	\$3,112.44
35069	09/08/2016	HUDSON PUMP	CHK	CLR	\$3,099.43
35056	09/08/2016	ROSS VALVE MANUFACTURING CO	CHK	CLR	\$2,981.46
35178	09/22/2016	AIRGAS SPECIALTY PRODUCTS	CHK	CLR	\$2,942.42
35095	09/08/2016	AIRGAS SPECIALTY PRODUCTS	CHK	CLR	\$2,877.12
35083	09/08/2016	HACH COMPANY	CHK	CLR	\$2,597.57
35134	09/22/2016	ROSS VALVE MANUFACTURING CO	CHK	O/S	\$2,592.43
35117	09/08/2016	SHEARER CONSULTING INC.	CHK	CLR	\$2,500.00
35267	10/07/2016	SHEARER CONSULTING INC.	CHK	O/S	\$2,500.00
35074	09/08/2016	ADECCO EMPLOYMENT SERVICES	CHK	CLR	\$2,484.00
35092	09/08/2016	FLORIDA TECHNICAL PRODUCTS, INC.	CHK	CLR	\$2,472.48
35140	09/22/2016	FISHER SCIENTIFIC	CHK	CLR	\$2,410.24
35222	10/07/2016	SIEMENS INDUSTRY, INC.	CHK	O/S	\$2,400.50
35102	09/08/2016	McCABE & ASSOCIATES	CHK	CLR	\$2,400.00
35253	10/07/2016	HVMI, LLC	CHK	O/S	\$2,378.28
35104	09/08/2016	MADER ELECTRIC, INC.	CHK	CLR	\$2,309.84
35124	09/08/2016	TSHEETS.COM, LLC	CHK	CLR	\$2,304.00
35233	10/07/2016	VOYAGER FLEET SYSTEMS, INC.	CHK	O/S	\$2,251.44
35238	10/07/2016	ARGILA ENTERPRISES, INC.	CHK	O/S	\$2,250.00
35066	09/08/2016	FEL-FT.MYERS WATERWORKS #127	CHK	CLR	\$2,180.92
35199	09/22/2016	TAMPA ARMATURE WORKS, INC.	CHK	CLR	\$2,135.00
MONEYORDER	10/28/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	O/S	\$1,988.12
35075	09/08/2016	AX CONTROL COMPANY INC.	CHK	CLR	\$1,915.00
35071	09/08/2016	VOYAGER FLEET SYSTEMS, INC.	CHK	CLR	\$1,839.35
35161	09/22/2016	ARGILA ENTERPRISES, INC.	CHK	O/S	\$1,800.00
35152	09/22/2016	GEOKON	CHK	O/S	\$1,795.00
35236	10/07/2016	ADECCO EMPLOYMENT SERVICES	CHK	O/S	\$1,766.40
35176	09/22/2016	FORSBERG CONSTRUCTION INC.	CHK	O/S	\$1,750.00
35214	10/07/2016	HACH COMPANY	CHK	O/S	\$1,706.88
35062	09/08/2016	FISHER SCIENTIFIC	CHK	CLR	\$1,703.16
35108	09/08/2016	POWER & PUMPS INC.	CHK	CLR	\$1,600.95
35160	09/22/2016	ADVANCED OVERHEAD SYSTEMS, INC	CHK	CLR	\$1,585.00
35149	09/22/2016	FEL-FT.MYERS WATERWORKS #127	CHK	CLR	\$1,589.70
35073	09/08/2016	CENTURYLINK	CHK	CLR	\$1,497.05
35234	10/07/2016	CENTURYLINK	CHK	O/S	\$1,497.05
35126	09/08/2016	U.S. BANK EQUIPMENT FINANCE	CHK	CLR	\$1,481.96
35155	09/22/2016	USA BLUEBOOK	CHK	O/S	\$1,478.02
35211	10/07/2016	FISHER SCIENTIFIC	CHK	O/S	\$1,470.59
35218	10/07/2016	BUSINESS CARD	CHK	O/S	\$1,443.76
35232	10/07/2016	AWC, INC.	CHK	O/S	\$1,405.00

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Document Number	Date	Payee Name (Description)	Type	Status	Amount
35061	09/08/2016	INSTRUMENT & VALVE SERVICES COM	CHK	CLR	
35217	10/07/2016	HOME DEPOT	CHK	O/S	\$1,388.78
35052	09/08/2016	MSC INDUSTRIAL SUPPLY CO.	CHK	CLR	\$1,383.71
35067	09/08/2016	FLUID CONTROL SPECIALTIES, INC.	CHK	CLR	\$1,371.49
35216	10/07/2016	BUSINESS CARD	CHK	O/S	\$1,350.85
35187	09/22/2016	TECHNICAL SALES CORPORATION	CHK	O/S	\$1,321.31
WH102818	10/26/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	CLR	\$1,275.08
35118	09/08/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	O/S	\$1,042.71
35197	09/22/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	CLR	\$993.06
35268	10/07/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	VOID	\$993.06
35182	09/22/2016	KEETON'S OFFICE & ART SUPPLY	CHK	VOID	\$993.06
35206	10/07/2016	CINTAS	CHK	CLR	\$947.60
35255	10/07/2016	KEETON'S OFFICE & ART SUPPLY	CHK	O/S	\$881.06
35086	09/08/2016	DESOTO AUTOMOTIVE ENTERPRISES I	CHK	O/S	\$878.07
35107	09/08/2016	NBF Furniture, LLC	CHK	CLR	\$847.20
35105	09/08/2016	MAIN GATE ENTERPRISES INC.	CHK	CLR	\$846.84
35273	10/07/2016	U.S. BANK EQUIPMENT FINANCE	CHK	CLR	\$845.00
35208	10/07/2016	THE SUN	CHK	O/S	\$830.65
35270	10/07/2016	TAMPA ARMATURE WORKS, INC.	CHK	O/S	\$804.16
35130	09/22/2016	PRO-CHEM INC.	CHK	O/S	\$800.00
35093	09/08/2016	GOODYEAR AUTO SERVICE CENTER	CHK	O/S	\$789.33
35166	09/22/2016	BENTLEY SYSTEMS, INCORPORATED	CHK	CLR	\$793.09
35119	09/08/2016	SOLARES CONTROLS	CHK	O/S	\$792.00
35250	10/07/2016	FW&PCOA	CHK	CLR	\$791.45
35060	09/08/2016	WOMACK SANITATION INC.	CHK	O/S	\$780.00
35132	09/22/2016	MSC INDUSTRIAL SUPPLY CO.	CHK	CLR	\$750.00
35157	09/22/2016	ADECCO EMPLOYMENT SERVICES	CHK	O/S	\$724.48
35083	09/08/2016	CLEAVELAND/PRICE INC.	CHK	O/S	\$708.56
35100	09/08/2016	KEETON'S OFFICE & ART SUPPLY	CHK	CLR	\$694.17
35194	09/22/2016	DEX IMAGING	CHK	CLR	\$662.85
35204	10/07/2016	PRO-CHEM INC.	CHK	CLR	\$655.01
35221	10/07/2016	AIR CENTERS-FLORIDA	CHK	O/S	\$620.94
35272	10/07/2016	UPS	CHK	O/S	\$583.29
35082	09/08/2016	CERTIFYME.NET	CHK	O/S	\$568.77
35177	09/22/2016	FLUID CONTROL SPECIALTIES, INC.	CHK	CLR	\$563.00
35228	10/07/2016	HERALD TRIBUNE	CHK	O/S	\$555.50
35213	10/07/2016	ANIXTER INC.	CHK	O/S	\$555.50
35098	09/08/2016	JAN-PRO CLEANING SYSTEMS OF SW	CHK	O/S	\$545.18
35151	09/22/2016	TRANSCAT, INC.	CHK	CLR	\$495.00
35210	10/07/2016	INSTRUMENT & VALVE SERVICES COM	CHK	O/S	\$432.00
35156	09/22/2016	CENTURYLINK	CHK	O/S	\$413.00
35230	10/07/2016	HUDSON PUMPS & PROCESS EQUIPME	CHK	O/S	\$408.78
35068	09/08/2016	EUROFINS EATON ANALYTICAL, INC.	CHK	O/S	\$403.20
35227	10/07/2016	EUROFINS EATON ANALYTICAL, INC.	CHK	CLR	\$395.00
35147	09/22/2016	CINTAS	CHK	O/S	\$395.00
35180	09/22/2016	JET AUTO SERVICE	CHK	O/S	\$368.00
35202	09/22/2016	U.S. BANK EQUIPMENT FINANCE	CHK	CLR	\$367.54
35109	09/08/2016	MAC PAPERS	CHK	O/S	\$362.95
35244	10/07/2016	DESOTO AUTOMOTIVE ENTERPRISES I	CHK	CLR	\$341.28
35146	09/22/2016	STAPLES ADVANTAGE	CHK	O/S	\$340.06
35150	09/22/2016	SARASOTA HERALD TRIBUNE	CHK	CLR	\$332.10
35115	09/08/2016	RING POWER CORPORATION	CHK	CLR	\$321.75
AUGCORRUBMI	09/16/2016	Vailc	CHK	CLR	\$300.00
35226	10/07/2016	MAILFINANCE	CHK	CLR	\$300.00
35051	09/08/2016	BLUSITE SOLUTIONS OF SOUTHWEST	CHK	O/S	\$289.61
			CHK	CLR	\$280.50

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: SEPTEMBER & OCTOBER 2016

By Amount Largest to Smallest

Bank Code: PUBLIC FUNDS INTEREST CHECKING (BOA)

Current Balance: \$2,401,169.00

Document Number	Date	Payee Name / Description	Type	Status	Amount
35122	09/08/2016	TEST GAUGE AND BACKFLOW SUPPLY	CHK	CLR	\$263.62
35205	10/07/2016	BLUSITE SOLUTIONS OF SOUTHWEST	CHK	O/S	\$258.00
35153	09/22/2016	ULINE	CHK	O/S	\$258.82
35212	10/07/2016	BOB DEAN SUPPLY INC	CHK	O/S	\$255.00
35085	09/08/2016	CRUMPTON WELDING SUPPLY	CHK	CLR	\$252.35
35087	09/08/2016	JAN-PRO OF MANASOTA	CHK	CLR	\$248.00
35254	10/07/2016	JAN-PRO OF MANASOTA	CHK	O/S	\$248.00
35247	10/07/2016	ENVIRONMENTAL EXPRESS INC.	CHK	O/S	\$246.78
35192	09/22/2016	PHENOVA, INC.	CHK	O/S	\$241.85
35220	10/07/2016	CINTAS	CHK	O/S	\$225.02
35183	09/22/2016	AWWA	CHK	O/S	\$218.00
35084	09/08/2016	KINGSWAY ACE HARDWARE	CHK	CLR	\$215.46
35091	09/08/2016	FRONTIER COMMUNICATIONS	CHK	CLR	\$214.99
35249	10/07/2016	FRONTIER COMMUNICATIONS	CHK	O/S	\$214.99
35055	09/08/2016	DMS-FINANCIAL MGMT SERVICES	CHK	CLR	\$213.59
35158	09/22/2016	ALL FLORIDA WATER-TAMPA	CHK	O/S	\$211.58
35070	09/08/2016	TOTALFUNDS BY HASLER	CHK	CLR	\$200.00
35231	10/07/2016	TOTALFUNDS BY HASLER	CHK	O/S	\$200.00
35224	10/07/2016	BUSINESS CARD	CHK	O/S	\$198.86
35137	09/22/2016	THE SUN	CHK	O/S	\$197.34
35054	09/08/2016	TRULY NOLEN BRANCH 079	CHK	CLR	\$178.00
35121	09/08/2016	SUPER T	CHK	CLR	\$174.91
35053	09/08/2016	CINTAS	CHK	CLR	\$169.44
35171	09/22/2016	CHARLOTTE PLUMBING K & BATH INC.	CHK	CLR	\$168.00
35145	09/22/2016	HOME DEPOT	CHK	O/S	\$157.86
35183	09/22/2016	MAIN GATE ENTERPRISES INC.	CHK	O/S	\$145.00
35065	09/08/2016	CINTAS	CHK	CLR	\$144.15
35114	09/08/2016	ALL AMERICAN CONTAINERS-MIAMI	CHK	CLR	\$142.56
35078	09/08/2016	BRENDA CROUTHAMEL	CHK	CLR	\$141.24
35144	09/22/2016	KINGSWAY ACE HARDWARE	CHK	O/S	\$140.96
35084	09/08/2016	CHARLOTTE PLUMBING K & BATH INC.	CHK	CLR	\$130.00
35106	09/08/2016	KEVIN MORRIS	CHK	CLR	\$100.00
35240	10/07/2016	HELLING - BATTERIES PLUS	CHK	O/S	\$89.90
35133	09/22/2016	DMS-FINANCIAL MGMT SERVICES	CHK	O/S	\$88.02
35186	09/22/2016	KEVIN MORRIS	CHK	O/S	\$85.00
35284	10/07/2016	PATRICK J LEHMAN	CHK	O/S	\$84.00
35076	09/08/2016	HELLING - BATTERIES PLUS	CHK	CLR	\$79.80
35223	10/07/2016	FEI-FT.MYERS WATERWORKS #127	CHK	O/S	\$76.00
35154	09/22/2016	SAM'S CLUB	CHK	O/S	\$75.23
35125	09/08/2016	UPS	CHK	CLR	\$70.97
35131	09/22/2016	BLUSITE SOLUTIONS OF SOUTHWEST	CHK	O/S	\$70.00
35072	09/08/2016	USA BLUEBOOK	CHK	CLR	\$63.96
35245	10/07/2016	Doug Morton	CHK	O/S	\$63.36
35259	10/07/2016	PETTY CASH	CHK	O/S	\$58.64
35235	10/07/2016	FLORIDA DEPARTMENT OF STATE	CHK	O/S	\$56.70
35201	09/22/2016	UPS SUPPLY CHAIN SOLUTIONS, INC.	CHK	O/S	\$53.33
35288	10/07/2016	Rob Wilson	CHK	O/S	\$43.96
35158	09/22/2016	ADVANTAGE CARE INC.	CHK	O/S	\$40.00
35183	09/22/2016	SUNSHINE STATE ONE CALL OF FL, IN	CHK	CLR	\$36.32
35139	09/22/2016	AIRGAS USA, LLC	CHK	O/S	\$30.36
35219	10/07/2016	STAPLES ADVANTAGE	CHK	O/S	\$29.59
35090	09/08/2016	FLORIDA POWER & LIGHT COMPANY	CHK	CLR	\$29.20
35209	10/07/2016	FEDERAL EXPRESS	CHK	O/S	\$26.34
35120	09/08/2016	THE SHIPPING POST	CHK	CLR	\$25.87
35269	10/07/2016	THE SHIPPING POST	CHK	O/S	\$25.97

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: SEPTEMBER & OCTOBER 2016

By Amount Largest to Smallest

Bank Code: PUBLIC FUNDS INTEREST CHECKING (BOA) **Current Balance:** \$2,401,169.00

Document Number	Date	Payee Name / Description	Type	Status	Amount
35059	09/08/2016	FEDERAL EXPRESS	CHK	CLR	
35138	09/22/2016	FEDERAL EXPRESS	CHK	O/S	\$24.88
35257	10/07/2016	LINDA BURKE	CHK	O/S	\$24.93
35280	10/07/2016	PETTY CASH - ADMIN	CHK	O/S	\$23.78
35077	09/08/2016	BILL'S BOTTLED WATER SERVICE	CHK	CLR	\$20.03
35103	09/08/2016	MANATEE COUNTY SHERIFF	CHK	CLR	\$16.50
35200	09/22/2016	UPS	CHK	CLR	\$15.00
35215	10/07/2016	KINGSWAY ACE HARDWARE	CHK	O/S	\$14.31
35225	10/07/2016	BUSINESS CARD	CHK	O/S	\$9.85
35057	09/08/2016	ALLIED UNIVERSAL CORP.	CHK	O/S	\$9.10
35135	09/22/2016	ALLIED UNIVERSAL CORP.	CHK	VOID	\$0.00
35110	09/08/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
35111	09/08/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
35188	09/22/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
35189	09/22/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
35190	09/22/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
35281	10/07/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
			CHK	VOID	\$0.00
Check Total					\$2,136,852.40

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: SEPTEMBER & OCTOBER 2016

Bank Code: PUBLIC FUNDS INTEREST CHECKING (PNC) Current Balance: \$2,714,373.05

Document Number	Date	Payee Name / Description	Type	Status	Amount
35521	10/20/2016	BLUSITE SOLUTIONS OF SOUTHWEST	CHK	O/S	\$70.00
35522	10/20/2016	MSC INDUSTRIAL SUPPLY CO.	CHK	O/S	\$248.04
35523	10/20/2016	TRULY NOLEN BRANCH 079	CHK	O/S	\$178.00
35524	10/20/2016	DMS-FINANCIAL MGMT SERVICES	CHK	O/S	\$203.70
35525	10/20/2016	ALLIED UNIVERSAL CORP.	CHK	O/S	\$48,694.74
35526	10/20/2016	SUN COAST MEDIA GROUP	CHK	O/S	\$1,242.00
35527	10/20/2016	FEDERAL EXPRESS	CHK	O/S	\$25.44
35528	10/20/2016	AIRGAS USA, LLC	CHK	O/S	\$29.70
35529	10/20/2016	WOMACK SANITATION INC.	CHK	O/S	\$750.00
35530	10/20/2016	PAGE MECHANICAL GROUP, INC.	CHK	O/S	\$58.00
35531	10/20/2016	ANIXTER INC.	CHK	O/S	\$58.00
35532	10/20/2016	HACH COMPANY	CHK	O/S	\$2,137.27
35533	10/20/2016	KINGSWAY ACE HARDWARE	CHK	O/S	\$212.30
35534	10/20/2016	HOME DEPOT	CHK	O/S	\$214.92
35535	10/20/2016	HDR ENGINEERING INC.	CHK	O/S	\$30,943.04
35536	10/20/2016	MWH AMERICAS INC	CHK	O/S	\$131,846.28
35537	10/20/2016	FENDER'S TIRE & BATTERY INC.	CHK	O/S	\$311.50
35538	10/20/2016	SARASOTA HERALD TRIBUNE	CHK	O/S	\$1,801.85
35539	10/20/2016	SUNBELT RENTALS	CHK	O/S	\$824.60
35540	10/20/2016	CUMMINS POWER SOUTH	CHK	O/S	\$415.00
35541	10/20/2016	SAM'S CLUB	CHK	O/S	\$141.90
35542	10/20/2016	LABOR READY SOUTHEAST INC	CHK	O/S	\$1,186.50
35543	10/20/2016	USA BLUEBOOK	CHK	O/S	\$2,312.39
35544	10/20/2016	CENTURYLINK	CHK	O/S	\$370.67
35545	10/20/2016	MCGEE TIRE STORES INC.	CHK	O/S	\$37.84
35546	10/20/2016	FLORIDA DEPARTMENT OF STATE	CHK	O/S	\$47.04
35547	10/20/2016	ADECCO EMPLOYMENT SERVICES	CHK	O/S	\$883.20
35548	10/20/2016	ADVANTAGE CARE INC.	CHK	O/S	\$40.00
35549	10/20/2016	ALL FLORIDA WATER-TAMPA	CHK	O/S	\$211.58
35550	10/20/2016	ASSOC OF METROPOLITAN WATER AG	CHK	O/S	\$7,309.00
35551	10/20/2016	ATKINS NORTH AMERICA, INC.	CHK	O/S	\$3,517.68
35552	10/20/2016	BILL'S BOTTLED WATER SERVICE	CHK	O/S	\$21.75
35553	10/20/2016	BENCHMARK ENVIROANALYTICAL INC	CHK	O/S	\$4,482.70
35554	10/20/2016	CABOT CORPORATION	CHK	O/S	\$21,483.00
35555	10/20/2016	CHARLOTTE COUNTY UTILITIES	CHK	O/S	\$164,694.82
35556	10/20/2016	CHARLOTTE COUNTY BCC - LANDFILL	CHK	O/S	\$3,826.32
35557	10/20/2016	CHARLOTTE COUNTY BD OF COMMISS	CHK	O/S	\$71,669.34
35558	10/20/2016	CHENANGO SUPPLY CO., INC.	CHK	O/S	\$359.88
35559	10/20/2016	DESOTO COUNTY	CHK	O/S	\$66,333.33
35560	10/20/2016	DESOTO AUTOMOTIVE ENTERPRISES I	CHK	O/S	\$1,015.04
35561	10/20/2016	D. M. CONSTRUCTION CORP.	CHK	O/S	\$9,502.03
35562	10/20/2016	EARTH BALANCE	CHK	O/S	\$9,601.25
35563	10/20/2016	FLORIDA DEPT OF ECONOMIC OPPOR	CHK	O/S	\$175.00
35564	10/20/2016	GRAY MATTER SYSTEMS INC.	CHK	O/S	\$1,800.00
35565	10/20/2016	AIRGAS SPECIALTY PRODUCTS	CHK	O/S	\$2,904.54
35566	10/20/2016	HALFACRE CONSTRUCTION COMPANY	CHK	O/S	\$14,483.65
35567	10/20/2016	HAZEN AND SAWYER	CHK	O/S	\$27,973.00
35568	10/20/2016	HVMI, LLC	CHK	O/S	\$11,173.40
35569	10/20/2016	JESSICA BENSON	CHK	O/S	\$64.80
35570	10/20/2016	JAN-PRO CLEANING SYSTEMS OF SW	CHK	O/S	\$495.00
35571	10/20/2016	JANICKI ENVIRONMENTAL, INC.	CHK	O/S	\$8,810.00
35572	10/20/2016	JOHNSON ENGINEERING, INC.	CHK	O/S	\$8,750.00
35573	10/20/2016	KEETON'S OFFICE & ART SUPPLY	CHK	O/S	\$877.45
35574	10/20/2016	LINDA BURKE	CHK	O/S	\$48.60

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: SEPTEMBER & OCTOBER 2016**

Bank Code: PUBLIC FUNDS INTEREST CHECKING (PNC)

Current Balance: \$2,714,373.05

Document Number	Date	Payee Name / Description	Type	Status	Amount
35575	10/20/2016	LOBBYTOOLS, INC.	CHK	O/S	\$3,925.00
35576	10/20/2016	M&M CONTRACTORS INC.	CHK	O/S	\$12,726.37
35577	10/20/2016	NBF Furniture, LLC	CHK	O/S	\$1,438.00
35578	10/20/2016	NATIONAL BUSINESS FURNITURE, LLC	CHK	O/S	\$4,578.72
35579	10/20/2016	NATURAL RESOURCES LLC	CHK	O/S	\$52,138.25
35580	10/20/2016	SOLINST CANADA LTD	CHK	O/S	\$1,782.00
35581	10/20/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
35582	10/20/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
35583	10/20/2016	C & S CHEMICALS INC.	CHK	O/S	\$50,512.39
35584	10/20/2016	PHENOVA, INC.	CHK	O/S	\$274.35
35585	10/20/2016	RAY PILON	CHK	O/S	\$3,750.00
35586	10/20/2016	SUNSHINE STATE ONE GALL OF FL, IN	CHK	O/S	\$36.32
35587	10/20/2016	DEX IMAGING	CHK	O/S	\$8.00
35588	10/20/2016	PROGRESSIVE WATER RESOURCES, L	CHK	O/S	\$18,026.74
35589	10/20/2016	ROCTEST LTEE	CHK	O/S	\$4,340.00
35590	10/20/2016	ROGERS PETROLEUM, INC.	CHK	O/S	\$368.97
35591	10/20/2016	RING POWER CORPORATION	CHK	O/S	\$300.00
35592	10/20/2016	RANCH PROPERTY HOLDINGS LLC	CHK	O/S	\$12,640.44
35593	10/20/2016	STRATEGIC PEST CONTROL OF SW FL	CHK	O/S	\$85.00
35594	10/20/2016	STANTEC CONSULTING SERVICES INC	CHK	O/S	\$7,075.70
35595	10/20/2016	TKW CONSULTING ENGINEERS, INC.	CHK	O/S	\$3,408.20
35596	10/20/2016	TRINOVA-FLORIDA	CHK	O/S	\$1,328.95
35597	10/20/2016	TRACTOR SUPPLY COMPANY	CHK	O/S	\$79.97
35598	10/20/2016	UPS	CHK	O/S	\$80.82
35599	10/20/2016	UPS SUPPLY CHAIN SOLUTIONS, INC.	CHK	O/S	\$219.99
35600	10/20/2016	U.S. BANK EQUIPMENT FINANCE	CHK	O/S	\$288.96
35601	10/20/2016	UNITED SYSTEMS COMPUTER GROUP	CHK	O/S	\$8,833.38
35602	10/20/2016	WINDEMULLER TECHNICAL SERVICES	CHK	O/S	\$2,457.00
CONTR102816	10/28/2016	Valic	CHK	O/S	\$8,481.32
Check Total					\$861,840.01

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: SEPTEMBER & OCTOBER 2016

Alphabetically by Vendor

Bank Code: PUBLIC FUNDS INTEREST CHECKING (PNC) Current Balance: \$2,714,373.05

Document Number	Date	Payee Name / Description	Type	Status	Amount
35547	10/20/2016	ADECCO EMPLOYMENT SERVICES	CHK	O/S	
35548	10/20/2016	ADVANTAGE CARE INC.	CHK	O/S	\$883.20
35565	10/20/2016	AIRGAS SPECIALTY PRODUCTS	CHK	O/S	\$40.00
35528	10/20/2016	AIRGAS USA, LLC	CHK	O/S	\$2,904.54
35549	10/20/2016	ALL FLORIDA WATER-TAMPA	CHK	O/S	\$29.70
35525	10/20/2016	ALLIED UNIVERSAL CORP.	CHK	O/S	\$211.58
35531	10/20/2016	ANIXTER INC.	CHK	O/S	\$48,694.74
35550	10/20/2016	ASSOC OF METROPOLITAN WATER AG	CHK	O/S	\$58.00
35551	10/20/2016	ATKINS NORTH AMERICA, INC.	CHK	O/S	\$7,308.00
35553	10/20/2016	BENCHMARK ENVIROANALYTICAL INC	CHK	O/S	\$3,517.88
35552	10/20/2016	BILL'S BOTTLED WATER SERV CE	CHK	O/S	\$4,482.70
35521	10/20/2016	BLUSITE SOLUTIONS OF SOUTHWEST	CHK	O/S	\$21.75
35581	10/20/2016	C & S CHEMICALS INC.	CHK	O/S	\$70.00
35582	10/20/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
35583	10/20/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
35554	10/20/2016	CABOT CORPORATION	CHK	O/S	\$50,512.39
35544	10/20/2016	CENTURYLINK	CHK	O/S	\$21,483.00
35558	10/20/2016	CHARLOTTE COUNTY BCC - LANDFILL	CHK	O/S	\$370.87
35557	10/20/2016	CHARLOTTE COUNTY BD OF COMMISS	CHK	O/S	\$3,826.32
35555	10/20/2016	CHARLOTTE COUNTY UTILITIES	CHK	O/S	\$71,869.34
35558	10/20/2016	CHENANGO SUPPLY CO., INC.	CHK	O/S	\$164,694.82
35540	10/20/2016	CUMMINS POWER SOUTH	CHK	O/S	\$368.88
35561	10/20/2016	D. M. CONSTRUCTION CORP.	CHK	O/S	\$415.00
35560	10/20/2016	DESOTO AUTOMOTIVE ENTERPRISES I	CHK	O/S	\$9,502.03
35559	10/20/2016	DESOTO COUNTY	CHK	O/S	\$1,015.04
35587	10/20/2016	DEX IMAGING	CHK	O/S	\$66,333.33
35524	10/20/2016	DMS-FINANCIAL MGMT SERVICES	CHK	O/S	\$8.00
35582	10/20/2016	EARTH BALANCE	CHK	O/S	\$203.70
35527	10/20/2016	FEDERAL EXPRESS	CHK	O/S	\$9,601.25
35537	10/20/2016	FENDER'S TIRE & BATTERY INC.	CHK	O/S	\$25.44
35546	10/20/2016	FLORIDA DEPARTMENT OF STATE	CHK	O/S	\$311.50
35583	10/20/2016	FLORIDA DEPT OF ECONOMIC OPPOR	CHK	O/S	\$47.04
35664	10/20/2016	GRAY MATTER SYSTEMS INC.	CHK	O/S	\$175.00
35532	10/20/2016	HACH COMPANY	CHK	O/S	\$1,800.00
35586	10/20/2016	HALFACRE CONSTRUCTION COMPANY	CHK	O/S	\$2,137.27
35587	10/20/2016	HAZEN AND SAWYER	CHK	O/S	\$14,483.65
35635	10/20/2016	HDR ENGINEERING INC.	CHK	O/S	\$27,973.00
35534	10/20/2016	HOME DEPOT	CHK	O/S	\$30,943.04
35588	10/20/2016	HVMI, LLC	CHK	O/S	\$214.92
35571	10/20/2016	JANICKI ENVIRONMENTAL, INC.	CHK	O/S	\$11,173.40
35670	10/20/2016	JAN-PRO CLEANING SYSTEMS OF SW	CHK	O/S	\$8,810.00
35589	10/20/2016	JESSICA BENSON	CHK	O/S	\$495.00
35572	10/20/2016	JOHNSON ENGINEERING, INC.	CHK	O/S	\$64.80
35573	10/20/2016	KEETON'S OFFICE & ART SUPPLY	CHK	O/S	\$8,750.00
35533	10/20/2016	KINGSWAY ACE HARDWARE	CHK	O/S	\$877.45
35542	10/20/2016	LABOR READY SOUTHEAST INC	CHK	O/S	\$212.30
35574	10/20/2016	LINDA BURKE	CHK	O/S	\$1,188.50
35575	10/20/2016	LOBBYTOOLS, INC.	CHK	O/S	\$46.60
35576	10/20/2016	M&M CONTRACTORS INC.	CHK	O/S	\$3,925.00
35545	10/20/2016	MCGEE TIRE STORES INC.	CHK	O/S	\$12,726.37
35522	10/20/2016	MSC INDUSTRIAL SUPPLY CO.	CHK	O/S	\$37.84
35536	10/20/2016	MWH AMERICAS INC	CHK	O/S	\$248.04
35578	10/20/2016	NATIONAL BUSINESS FURNITURE, LLC	CHK	O/S	\$131,846.26
35579	10/20/2016	NATURAL RESOURCES LLC	CHK	O/S	\$4,578.72
					\$52,138.25

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: SEPTEMBER & OCTOBER 2016

Alphabetically by Vendor

Bank Code:		PUBLIC FUNDS INTEREST CHECKING (PNC)			Current Balance:	\$2,714,373.05
Document Number	Date	Payee Name / Description	Type	Status	Amount	
35577	10/20/2016	NBF Furniture, LLC	CHK	O/S	\$1,438.00	
35530	10/20/2016	PAGE MECHANICAL GROUP, INC.	CHK	O/S	\$58.00	
35564	10/20/2016	PHENOVA, INC.	CHK	O/S	\$274.35	
35588	10/20/2016	PROGRESSIVE WATER RESOURCES, L	CHK	O/S	\$18,026.74	
35592	10/20/2016	RANCH PROPERTY HOLDINGS LLC	CHK	O/S	\$12,640.44	
35585	10/20/2016	RAY PILON	CHK	O/S	\$3,750.00	
35591	10/20/2016	RING POWER CORPORATION	CHK	O/S	\$300.00	
35589	10/20/2016	ROCTEST LTEE	CHK	O/S	\$4,340.00	
35590	10/20/2016	ROGERS PETROLEUM, INC.	CHK	O/S	\$358.97	
35541	10/20/2016	SAM'S CLUB	CHK	O/S	\$141.90	
35538	10/20/2016	SARASOTA HERALD TRIBUNE	CHK	O/S	\$1,801.95	
35580	10/20/2016	SOLINST CANADA LTD	CHK	O/S	\$1,782.00	
35594	10/20/2016	STANTEC CONSULTING SERVICES INC	CHK	O/S	\$7,075.70	
35593	10/20/2016	STRATEGIC PEST CONTROL OF SW FL	CHK	O/S	\$85.00	
35526	10/20/2016	SUN COAST MEDIA GROUP	CHK	O/S	\$1,242.00	
35539	10/20/2016	SUNBELT RENTALS	CHK	O/S	\$624.60	
35588	10/20/2016	SUNSHINE STATE ONE CALL OF FL, IN	CHK	O/S	\$36.32	
35595	10/20/2016	TKW CONSULTING ENGINEERS, INC.	CHK	O/S	\$3,408.20	
35587	10/20/2016	TRACTOR SUPPLY COMPANY	CHK	O/S	\$79.97	
35596	10/20/2016	TRINOVA-FLORIDA	CHK	O/S	\$1,328.85	
35523	10/20/2016	TRULY NOLEN BRANCH 079	CHK	O/S	\$178.00	
35600	10/20/2016	U.S. BANK EQUIPMENT FINANCE	CHK	O/S	\$288.98	
35601	10/20/2016	UNITED SYSTEMS COMPUTER GROUP	CHK	O/S	\$6,833.39	
35598	10/20/2016	UPS	CHK	O/S	\$80.82	
35599	10/20/2016	UPS SUPPLY CHAIN SOLUTIONS, INC.	CHK	O/S	\$219.99	
35543	10/20/2016	USA BLUEBOOK	CHK	O/S	\$2,312.39	
CONTR102816	10/28/2016	Valic	CHK	O/S	\$6,481.32	
35602	10/20/2016	WINDEMULLER TECHNICAL SERVICES	CHK	O/S	\$2,457.00	
35529	10/20/2016	WOMACK SANITATION INC.	CHK	O/S	\$750.00	
Check Total					\$861,840.01	

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: SEPTEMBER & OCTOBER 2016

By Amount Largest to Smallest

Bank Code:		PUBLIC FUNDS INTEREST CHECKING (PNC)			Current Balance:	\$2,714,373.05
Document Number	Date	Payee Name / Description	Type	Status	Amount	
35555	10/20/2016	CHARLOTTE COUNTY UTILITIES	CHK	O/S	\$164,894.82	
35536	10/20/2016	MWH AMERICAS INC	CHK	O/S	\$131,848.28	
35557	10/20/2016	CHARLOTTE COUNTY BD OF COMMISS	CHK	O/S	\$71,669.34	
35559	10/20/2016	DESOTO COUNTY	CHK	O/S	\$66,333.33	
35579	10/20/2016	NATURAL RESOURCES LLC	CHK	O/S	\$52,138.25	
35583	10/20/2016	C & S CHEMICALS INC.	CHK	O/S	\$50,512.39	
35525	10/20/2016	ALLIED UNIVERSAL CORP.	CHK	O/S	\$48,894.74	
35535	10/20/2016	HDR ENGINEERING INC.	CHK	O/S	\$30,943.04	
35587	10/20/2016	HAZEN AND SAWYER	CHK	O/S	\$27,973.00	
35554	10/20/2016	CABOT CORPORATION	CHK	O/S	\$21,483.00	
35588	10/20/2016	PROGRESSIVE WATER RESOURCES, L	CHK	O/S	\$18,026.74	
35586	10/20/2016	HALFACRE CONSTRUCTION COMPANY	CHK	O/S	\$14,483.85	
35576	10/20/2016	M&M CONTRACTORS INC.	CHK	O/S	\$12,728.37	
35582	10/20/2016	RANCH PROPERTY HOLDINGS LLC	CHK	O/S	\$12,640.44	
35588	10/20/2016	HVMI, LLC	CHK	O/S	\$11,173.40	
35582	10/20/2016	EARTH BALANCE	CHK	O/S	\$9,801.25	
35581	10/20/2016	D. M. CONSTRUCTION CORP.	CHK	O/S	\$9,502.03	
35571	10/20/2016	JANICKI ENVIRONMENTAL, INC.	CHK	O/S	\$8,810.00	
35572	10/20/2016	JOHNSON ENGINEERING, INC.	CHK	O/S	\$8,760.00	
35550	10/20/2016	ASSOC OF METROPOLITAN WATER AG	CHK	O/S	\$7,309.00	
35594	10/20/2016	STANTEC CONSULTING SERVICES INC	CHK	O/S	\$7,075.70	
35801	10/20/2016	UNITED SYSTEMS COMPUTER GROUP	CHK	O/S	\$6,833.39	
CONTR102818	10/28/2016	Valic	CHK	O/S	\$6,481.32	
35578	10/20/2016	NATIONAL BUSINESS FURNITURE, LLC	CHK	O/S	\$4,678.72	
35553	10/20/2016	BENCHMARK ENVIROANALYTICAL INC	CHK	O/S	\$4,482.70	
35589	10/20/2016	ROCTEST LTEE	CHK	O/S	\$4,340.00	
35575	10/20/2016	LOBBYTOOLS, INC.	CHK	O/S	\$3,925.00	
35556	10/20/2016	CHARLOTTE COUNTY BCC - LANDFILL	CHK	O/S	\$3,828.32	
35585	10/20/2016	RAY PILON	CHK	O/S	\$3,750.00	
35551	10/20/2016	ATKINS NORTH AMERICA, INC.	CHK	O/S	\$3,517.88	
35595	10/20/2016	TKW CONSULTING ENGINEERS, INC.	CHK	O/S	\$3,408.20	
35585	10/20/2016	AIRGAS SPECIALTY PRODUCTS	CHK	O/S	\$2,904.54	
35802	10/20/2016	WINDEMULLER TECHNICAL SERVICES	CHK	O/S	\$2,457.00	
35543	10/20/2016	USA BLUEBOOK	CHK	O/S	\$2,312.38	
35532	10/20/2016	HACH COMPANY	CHK	O/S	\$2,137.27	
35538	10/20/2016	SARASOTA HERALD TRIBUNE	CHK	O/S	\$1,801.95	
35584	10/20/2016	GRAY MATTER SYSTEMS INC.	CHK	O/S	\$1,800.00	
35580	10/20/2016	SOLINST CANADA LTD	CHK	O/S	\$1,782.00	
35577	10/20/2016	NBF Furniture, LLC	CHK	O/S	\$1,438.00	
35596	10/20/2016	TRINOVA-FLORIDA	CHK	O/S	\$1,328.95	
35526	10/20/2016	SUN COAST MEDIA GROUP	CHK	O/S	\$1,242.00	
35542	10/20/2016	LABOR READY SOUTHEAST INC	CHK	O/S	\$1,186.50	
35560	10/20/2016	DESOTO AUTOMOTIVE ENTERPRISES I	CHK	O/S	\$1,015.04	
35547	10/20/2016	ADECCO EMPLOYMENT SERVICES	CHK	O/S	\$883.20	
35573	10/20/2016	KEETON'S OFFICE & ART SUPPLY	CHK	O/S	\$877.45	
35529	10/20/2016	WOMACK SANITATION INC.	CHK	O/S	\$750.00	
35539	10/20/2016	SUNBELT RENTALS	CHK	O/S	\$624.80	
35570	10/20/2016	JAN-PRO CLEANING SYSTEMS OF SW	CHK	O/S	\$495.00	
35540	10/20/2016	CUMMINS POWER SOUTH	CHK	O/S	\$415.00	
35544	10/20/2016	CENTURYLINK	CHK	O/S	\$370.87	
35558	10/20/2016	CHENANGO SUPPLY CO., INC.	CHK	O/S	\$359.88	
35590	10/20/2016	ROGERS PETROLEUM, INC.	CHK	O/S	\$358.97	
35537	10/20/2016	FENDER'S TIRE & BATTERY INC.	CHK	O/S	\$311.50	
35581	10/20/2016	RING POWER CORPORATION	CHK	O/S	\$300.00	

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: SEPTEMBER & OCTOBER 2016

By Amount Largest to Smallest

Bank Code: PUBLIC FUNDS INTEREST CHECKING (PNC)

Document Number	Date	Payee Name / Description	Type	Current Balance / Status	Amount
					\$2,714,373.05
35500	10/20/2018	U.S. BANK EQUIPMENT FINANCE	CHK	O/S	
35584	10/20/2018	PHENOVA, INC.	CHK	O/S	\$288.86
35522	10/20/2018	MSC INDUSTRIAL SUPPLY CO.	CHK	O/S	\$274.35
35599	10/20/2018	UPS SUPPLY CHAIN SOLUTIONS, INC.	CHK	O/S	\$248.04
35534	10/20/2018	HOME DEPOT	CHK	O/S	\$218.99
35533	10/20/2018	KINGSWAY ACE HARDWARE	CHK	O/S	\$214.92
35549	10/20/2018	ALL FLORIDA WATER-TAMPA	CHK	O/S	\$212.30
35524	10/20/2018	DMS-FINANCIAL MGMT SERVICES	CHK	O/S	\$211.58
35523	10/20/2018	TRULY NOLEN BRANCH 079	CHK	O/S	\$203.70
35583	10/20/2018	FLORIDA DEPT OF ECONOMIC OPPOR	CHK	O/S	\$178.00
35541	10/20/2018	SAM'S CLUB	CHK	O/S	\$175.00
35593	10/20/2018	STRATEGIC PEST CONTROL OF SW FL	CHK	O/S	\$141.90
35598	10/20/2018	UPS	CHK	O/S	\$85.00
35597	10/20/2018	TRACTOR SUPPLY COMPANY	CHK	O/S	\$80.82
35521	10/20/2018	BLUSITE SOLUTIONS OF SOUTHWEST	CHK	O/S	\$79.97
35589	10/20/2018	JESSICA BENSON	CHK	O/S	\$70.00
35531	10/20/2018	ANIXTER INC.	CHK	O/S	\$64.80
35530	10/20/2018	PAGE MECHANICAL GROUP, INC.	CHK	O/S	\$58.00
35548	10/20/2018	FLORIDA DEPARTMENT OF STATE	CHK	O/S	\$58.00
35574	10/20/2018	LINDA BURKE	CHK	O/S	\$47.04
35548	10/20/2018	ADVANTAGE CARE INC.	CHK	O/S	\$46.80
35545	10/20/2018	MCGEE TIRE STORES INC.	CHK	O/S	\$40.00
35588	10/20/2018	SUNSHINE STATE ONE CALL OF FL, IN	CHK	O/S	\$37.84
35528	10/20/2018	AIRGAS USA, LLC	CHK	O/S	\$36.32
35527	10/20/2018	FEDERAL EXPRESS	CHK	O/S	\$29.70
35552	10/20/2018	BILL'S BOTTLED WATER SERVICE	CHK	O/S	\$25.44
35587	10/20/2018	DEX IMAGING	CHK	O/S	\$21.75
35581	10/20/2018	C & S CHEMICALS INC.	CHK	O/S	\$8.00
35582	10/20/2018	C & S CHEMICALS INC.	CHK	VOID	\$0.00
			CHK	VOID	\$0.00
			Check Total		\$861,840.01

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: SEPTEMBER & OCTOBER 2016

Bank Code:		CONSTRUCTION CHECKING (BOA)		Current Balance:		\$0.00
Document Number	Date	Payee Name / Description	Type	Status	Amount	
2305	09/23/2016	KING ENGINEERING ASSOCIATES INC	CHK	CLR	\$25,394.30	
2308	10/07/2016	KING ENGINEERING ASSOCIATES INC	CHK	O/S	\$108,644.65	
Check Total					\$132,038.95	

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: SEPTEMBER & OCTOBER 2016
Alphabetically By Vendor

Bank Code:		CONSTRUCTION CHECKING (BOA)			Current Balance:		\$0.00
Document Number	Date	Payee Name / Description	Type	Status	Amount		
2305	09/23/2016	KING ENGINEERING ASSOCIATES INC	CHK	CLR	\$25,384.30		
2306	10/07/2016	KING ENGINEERING ASSOCIATES INC	CHK	O/S	\$106,644.65		
Check Total					\$132,038.95		

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: SEPTEMBER & OCTOBER 2016

By Amount Largest to Smallest

Bank Code:	CONSTRUCTION CHECKING (BOA)			Current Balance:	\$0.00
Document Number	Date	Payee Name / Description	Type	Status	Amount
2308	10/07/2016	KING ENGINEERING ASSOCIATES INC	CHK	O/S	\$108,644.65
2305	09/23/2016	KING ENGINEERING ASSOCIATES INC	CHK	CLR	\$25,394.30
				Check Total	\$132,038.95

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: SEPTEMBER & OCTOBER 2016

Bank Code:		CONSTRUCTION CHECKING (PNC)		Current Balance:		\$614,810.97
Document Number	Date	Payee Name / Description	Type	Status	Amount	
2721	10/21/2016	KING ENGINEERING ASSOCIATES INC	CHK	O/S	\$72,223.30	
					Check Total	\$72,223.30

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2016

ROUTINE STATUS REPORTS
ITEM 3

Regional Integrated Loop System
Phase 3B Interconnect [Preymore Interconnect to Clark Road]

Project History Briefing

Project: Phase 3B Regional Interconnect Pipeline Project

Date: December 7, 2016

Prepared by: Kevin Morris - Science and Technology Officer

The following information summarizes the historical milestones and events of the Phase 3B Regional Interconnect Pipeline Project.

- July 24, 2015 The Authority advertised for Consultant SOQ Packages for engineering design and construction management services for the Phase 3B Regional Interconnect Pipeline Project.
- August 5, 2015 The Authority Board of Directors approved the Southwest Florida Water Management District cooperative funding request for the project "Phase 3B Regional Interconnect Pipeline Project for an estimate project cost of \$26,970,000.
- August 25, 2015 Consultant SOQ Packages were due. A total of five packages were timely received from the firms identified in alphabetical order as follows: Atkins North America Inc, Black & Veatch Inc, HDR Engineering Inc, King Engineering Associates Inc and Stantec Consulting Services Inc.
- August 28, 2015 Distributed electronic copies of the SOQ packages to member and customer Utility Directors for feedback or comments. Feedback requested by September 14, 2015.
- September 22, 2015 Following review of the SOQ packages and in accordance with the Authority's Procurement Policy a short-list of three top candidates was developed and included: HDR Engineering Inc, Inc, King Engineering Associates Inc and Stantec Consulting Services Inc.
- October 7, 2015 The Authority Board listened to presentations from the shortlisted firms (HDR Engineering Inc, Inc, King Engineering Associates Inc and Stantec Consulting Services Inc). The Board ranked the consultants to establish the order-of-preference, with King Engineering Associates Inc selected as the top-ranked firm.
- December 2, 2015 The Board approved a contract with King Engineering Associates Inc for Professional Engineering Design and Construction

Management/Inspection Services for the Phase 3B Regional Interconnect Project.

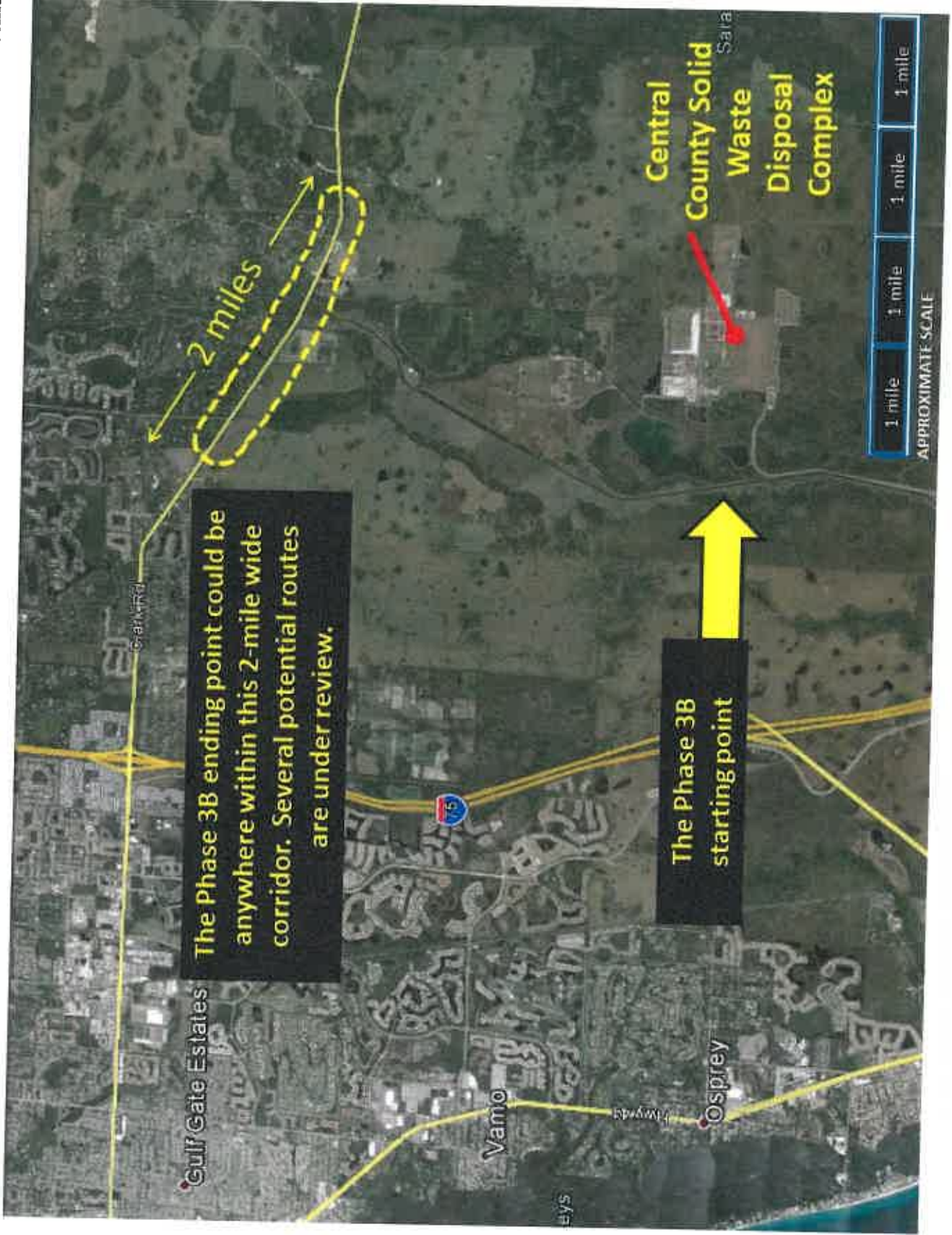
- December 2, 2015 The Board approved Work Order No. 1 'Phase 3B Interconnect Preliminary Design Services' for \$397,958 which included \$25,000 of contingency funding with the stipulation that work not be commenced until a letter of funding commitment had been received from Sarasota County for the cost. Work Order No. 1 included evaluation of up to five (5) major pipeline corridor routes between the existing terminus of Phase 3A at 681 northward to Clark Road. This work included efforts to coordinate with multiple Sarasota County Departments for future planning and infrastructure work in this area. The work included modeling of flows and pressures and will result in a recommendation for pipeline diameter, a route, a possible pumping station location and estimated construction cost. This effort was planned to be completed within 270 calendar days.
- January 26, 2016 Sarasota County Board of County Commissioners approved a letter of funding commitment for the entirety of the cost of Work Order No. 1 at \$397,958 should the out-of-cycle funding request to the Water Management District to cover part of Work Order No. 1 be denied.
- January 28, 2016 Authority Board approves out-of-cycle funding request to the Water Management District for the project
- February 3, 2016 Authority staff sends a letter requesting out-of-cycle funding for the project to the Water Management District.
- February 3, 2016 Authority staff issue Notice-to-Proceed to King Engineering Associates Inc for the project. It is noted that this approximately 2 month's post Board-award of the Contract Work Order No. 1. This delay is considered unavoidable as the Authority Board clearly indicated work should not commence until funding was assured. Authority staff not this delay could not be avoided and will be considered if the work under Work Order No. 1 should run into difficulty meeting its original 270 calendar day schedule for completion.
- February 17, 2016 Project kickoff meeting was conducted at the Sarasota County BOB Building including staff from Sarasota County, King Engineering Associates Inc., Southwest Florida Water Management District and the Authority. A significant amount of planning information was delivered to the team by Sarasota County staff.

- February 25, 2016 Draft of Interlocal Agreement as required by the MWSC for the Phase 3B Regional Interconnect Project between the Authority and Sarasota County distributed to key County staff for review and comment.
- February 29, 2016 Project meeting conducted with Sarasota County Utilities Water System staff at the Sarasota County BOB Building including staff from Sarasota County, King Engineering Associates Inc. Southwest Florida Water Management District and the Authority. Items discussed at the meeting were County expectations concerning delivery pressure and disaggregation of future water demands. County staff also related their intended operational protocols for the new project and provided feedback on preliminary pipeline routes.
- March 14, 2016 Project meeting conducted with Manatee County staff at the Manatee County Utilities Operation Division facility on west Cortez Road. Participants included staff from Manatee County, King Engineering Associates Inc. Southwest Florida Water Management District and the Authority. Items discussed included location of existing Manatee County water mains near the county line, planning for future water mains and expectations regarding emergency supply interconnection and routine water transfers in large mains that may be needed to keep water mains from becoming stagnant.
- March 25, 2016 Project meeting with Sarasota County Utilities Water, Solid Waste and Stormwater System staff at the Sarasota County BOB Building including staff from Sarasota County, King Engineering Associates Inc. Southwest Florida Water Management District and the Authority. The team discussed constraints in the area of the Sarasota County Landfill and Dona Bay project areas including the alternate landfill access route along Knights Trail Road, planned roadway improvements in the area and the need for the landfill and Dona Bay projects to collaborate on significant earth movement projects over the next several decades and how this might impact some of the pipeline routes.
- April 8, 2016 Project meeting with Sarasota County Utilities, Planning and Transportation Department staff at the Sarasota County BOB Building including staff from Sarasota County, King Engineering Associates Inc., the Southwest Florida Water Management District and the Authority. The group discussed planned roadway developments in the project area over the next several years.

- April 18, 2016 Project meeting with Florida Power and Light (FP&L) including staff from King Engineering Associates Inc. and the Authority at the FP&L Hammock Place Substation Operations Center in Sarasota. The group discussed co-locating water lines within or proximate to existing power transmission corridors for the Phase 3B as well as Phase 1 regional interconnect pipeline projects.
- June 20, 2016 Project meeting with Sarasota County staff including staff from King Engineering Associates Inc., the Authority and SWFWMD staff at Sarasota County BOB building. The group discussed potential pipeline corridors and the project team elicited County input on suitability of corridors north of SR 72 (Clark Road). Although the Phase 3B project does not currently extend northward of Clark road at this time, where Phase 3B gets installed will greatly influence the routing for future Phase 3C anticipated sometime after the year 2022. County staff expressed a preference for routes further east, away from existing development where there are fewer existing encumbrances. Many of the eastward routes under consideration also would likely involve lower land acquisition costs since the County owns much of the land along those potential routes. The Project team also discussed conceptual level costs.
- June 21, 2016 Amendment No. 1 was issued to King Engineering for Work Order No. 1 to fund an effort behind identifying potential parcels for a Phase 3C pump station in the vicinity of Fruitville and Lorraine Roads. Although this pump station will not be constructed as a part of Phase 3B, it was deemed prudent to start the search activity now while vacant, undeveloped lands were still available in that region. This effort will only identify suitably sized parcels; it does not include contacting landowners to assess their willingness to sell not real estate negotiations. This work was funded using \$24,849 of the Owner's Contingency Allowance.
- August 2, 2016 Met with a property owner along one of the potential routes to discuss potential easement acquisition: Roman Catholic Diocese of Venice.
- August 16, 2016 Met with a property owner along one of the potential routes to discuss potential easement acquisition: LT Partners, LLLP.
- August 16, 2016 Met with a property owner along one of the potential routes to discuss potential easement acquisition: Mrs. Hawkins.

- September 6, 2016 Presented summary of potential Phase 3B pipelines routes and discussed selection criteria and weighting factors with Sarasota County staff. At this point all of the environmental assessments have been completed including wetland assessments, protected species reviews, floodplain issues and soils reviews. In addition, all potentially affected private property owners along the routes have been contacted regarding acquisition of easements and that feedback was shared with County staff. King Engineering indicated route selection would be completed within the next 2 weeks and the draft Basis of Design Report was tentatively planned for completion by the end of the month.

Finally, the effort to conceptually lay out a future Phase 3C pump station and identify suitable parcels for acquisition was completed and staff was briefed on those findings and recommendations.
- September 8, 2016 Provided electronic copy of Pump Station Siting Memorandum to County staff for review.
- October 24, 2016 Authority staff reviewed draft chapters of the BODR and provided feedback and comments to King Engineering.
- October 28, 2016 Provided update to Sarasota County staff on status of the project at the County's BOB facility.
- November 8, 2016 King Engineering hand delivered the draft BODR (hardcopies and CDs) to the Authority's Lakewood Ranch office.
- November 9, 2016 Hand delivered the draft BODR report for review and comment to Sarasota County (hardcopy and CD) and in electronic version (CD) only to the following: Charlotte County, Desoto County, Manatee County and the City of North Port.
- November 17, 2016 Transmitted copies of the draft BODR to both of the project's FDEP and SWFWMD Project Managers, respectively for consideration and comment.



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2016***

**ROUTINE STATUS REPORTS
ITEM 4**

Partially Treated Water Aquifer Storage & Recovery Pilot Testing

Project Status Report

Project: Partially Treated Water Aquifer Storage and Recovery

Date: December 7, 2016

Prepared by: Mike Coates, P.G., Deputy Director

Project Description

The Authority's Aquifer Storage and Recovery (ASR) System includes 21 ASR production wells with a design storage capacity of 6.3 BG. While this system is a critical storage component for the Peace River Facilities, it is operationally expensive. Water in ASR is fully treated twice to drinking water standards; first on injection in accordance with our existing operations permit for ASR; and again on recovery as water recovered from ASR is discharged to the raw water reservoir system because of naturally occurring arsenic picked up during storage in the limestone aquifer. Operationally this makes water from ASR twice as expensive as water from the raw water reservoir system.

Converting to a partially treated (minimal filtration and possibly disinfection prior to injection) ASR system has the potential to offer considerable cost savings, improve ASR recovery efficiency, and may also provide opportunities to obtain credit for over-recharging the Floridan Aquifer in the Southern Water Use Caution Area. The project is expected to involve multiple steps including:

- Modification of the existing ASR permit to allow pilot testing the partially treated ASR concept on two existing ASR production wells.
- Conducting the pilot testing, evaluating results, and re-evaluating costs for the system.
- If results are favorable the ASR system would be re-permitting to enable use of partially treated water for recharging the system.
- New pumping facilities would be constructed adjacent to Reservoir 1 to support ASR recharge.

Current status

Proceeding with permit modification required for pilot testing of partially treated ASR at Wellfield 2. Received draft permit modification September 30, 2016. Held Public meeting November 17, 2016 to accept comments on the proposed permit modification. No comments received. Hosted November 21, 2016 site visit by SWFWMD staff to discuss co-funding Partially Treated ASR project. Advertised FDEP notice to issue permit November 23, 2016. Upon permit issuance CH2M will complete design and installation of equipment required for pilot testing.

Project History Briefing

Project: Partially Treated Water Aquifer Storage and Recovery

Date: December 7, 2016

Prepared by: Mike Coates, P.G., Deputy Director

The following information summarizes the historical milestones and key events of the Partially Treated ASR Project.

- October 2015 Executed Work Order 15-02 with CH2M for Partially Treated ASR Desk-Top Study October 9, 2015.
- March 2016 Desk-top study completed March 24, 2016. Recommends pilot testing partially treated concept. If pilot testing is successful, study indicates potential savings of \$334K to \$394K per year for partially treated system compared with current system. Requires new \$7.5M pumping facilities near Reservoir 1 for recharging ASR.
- April 2016 Presentation of partially treated ASR concept to Authority Board April 6, 2016. Recommended scheduling meeting with FDEP in Tallahassee to discuss concept, permit modification and pilot testing. Met with FDEP staff in Tallahassee April 29, 2016 to discuss partially treated water ASR at the Peace River Facility. Recommendation from meeting is to apply for ASR permit modification enabling pilot testing.
- May - July 2016 Began preparing application to modify ASR permit to allow pilot testing of partially treated ASR concept on two wells in Wellfield No. 2.
- August 2016 August 3, 2016 - Submitted request to FDEP for major modification of the Authority's ASR permit and associated Water Quality Criteria Exemption to enable pilot testing of partially treated ASR concept on two wells in Wellfield No. 2.
- September 2016 September 1, 2016 - Received Request for Additional Information (RAI) from FDEP to support the Authority's ASR permit modification request. September 8, 2016 - CH2M prepared and submitted responses to the FDEP's RAI. CH2M preparing Work Order for pilot testing of partially treated ASR concept on two

wells in Wellfield No. 2. September 30, 2016 - Authority received Draft Class V, Group 7 permit from FDEP including the requested changes to enable pilot testing at ASR Wells S-4 and S-20.

- October 2016 Board approved WO 17-01 to CH2M for Pilot Testing at ASR Wellfield 2 (October 5, 2016).
- November 2016 Conducted Public Meeting November 17, 2016 at Peace River Facility for public comment on recently issued draft permit modification for Authority Class V Group 7 ASR system. Site visit by SWFWMD staff November 21, 2016 for review and discuss co-funding application the partially treated ASR Project.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2016***

**ROUTINE STATUS REPORTS
ITEM 5**

Peace River Basin Report

MEMORANDUM

TO: Board Members and Pat Lehman
FROM: Doug Manson, Laura Donaldson and Paria Shirzadi
RE: Peace River Basin Report
DATE: November 22, 2016

Mosaic Fertilizer, LLC- South Fort Meade Mine

On September 29, 2016, the Florida Department of Environmental Protection (“DEP”) sent a letter to Mosaic Fertilizer, LLC (“Mosaic”) stating that Mosaic’s Wastewater Permit No. FL0037958-015 for its South Fort Meade Mine will expire on May 20, 2017 and that an application for renewal of the permit must be received by DEP by November 21, 2016. On September 29, 2016, Mosaic submitted its Level I Water Quality Based Effluent Limitation Study (“WQBEL”) for Outfall D-001, as part of its South Fort Meade National Pollutant Discharge Elimination System (“NPDES”) permit renewal requirements, and stated that its full renewal application would be submitted by November 18, 2016.

The Level I WQBEL does not address the three new outfalls added by a recent permit modification (a Level II WQBEL was approved by DEP for those outfalls), but focuses on the required demonstration of Numeric Nutrient Criteria compliance for the existing Outfall D-001, which discharges to an unnamed swale, a tributary of the Peace River and then into the Peace River in WBID 1623H (Peace River above Payne Creek). Data for the WQBEL were compiled for the time period from January 1, 2011 to April 30, 2016.



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The WQBEL Report states that it “compiles nutrient data from the existing D-001 discharge along with ambient water quality and biological data from the Peace River downstream of Outfall D-001 to demonstrate that the numeric interpretation of the narrative nutrient criterion is currently being achieved in the receiving waters.”

U.S. Agri-Chemicals Corporation - Bartow Complex

On October 18, 2016, DEP gave notice of permit issuance for Permit No. FL0001961 to U.S. Agri-Chemicals Corporation (“USAC”) in response to USAC’s March 4, 2016 application for a renewal permit to continue closure and maintenance activities at the existing Bartow Complex, located at 25559 Hwy 60 W, Bartow, Florida 33830, in Polk County. Previously, this facility was operated as a phosphate fertilizer manufacturing plant and was permanently closed in November 2005 when all manufacturing operations ceased. Remnant wastewater from the closed site is treated prior to discharging through Outfall D-001 to Bear Branch, and then to the Peace River. Excess stormwater is also discharged through Outfall D-001, as well as Outfall D-003, to Bear Branch and then to the Peace River.

A ground water monitoring plan has been approved for the site to monitor discharges to ground water from this source and is included in the permit. The permit is also accompanied by Administrative Order AO-01PM16 that includes provisions to address the numeric nutrient criteria requirements.

Preferred Materials, Inc. - Conrad Mine

On August 9, 2016, DEP’s Mining and Mitigation Program received engineering review comments from the Engineering, Hydrology and Geology Program (“EHGP”)



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regarding Preferred Material, Inc.'s ("PMI") Environmental Resource Permit Modification Application (ERP No. MMR 0288964-005) for Conrad Mine, located in Polk County. The comments requested additional information regarding the construction schedule and plans, stormwater management and wetland impacts. On August 17, 2016, DEP's Mining and Mitigation Program also received hydrological review comments from the EHGP regarding PMI's Environmental Resource Permit Modification Application (ERP No. MMR 0288964-003) for Conrad Mine. The comments requested additional information regarding the project acreage, stormwater volume changes, stormwater management, BMPs for water quality control, secondary impacts from the proposed temporary wetland crossing, and the duration of the temporary canal.

On October 18, 2016, DEP received PMI's responses to the engineering and hydrological review comments and requests for additional information ("RAI"). EHGP's review of the responses did not result in any additional hydrological concerns. However, on November 3, 2016, the EHGP issued a Memorandum to the Mining and Mitigation Program stating that PMI's response to the engineering RAI comments did not adequately address the comments and requesting further information.

Mosaic Fertilizer, LLC- South Fort Meade Mine

On September 6, 2016, DEP received Mosaic Fertilizer, LLC's ("Mosaic") Response to DEP's First Request for Additional Information ("Response to RAI") regarding its Environmental Resource Permit Modification Application No. 0221122-019 and Conceptual Reclamation Plan Modification MOS-SFMH-CPA, 0221122-020. These

modifications propose a 395-acre infill parcel addition to Mosaic's South Fort Meade-Hardee County Mine Boundary, located in Hardee County. Mosaic's response provides the following clarifications or additional information: the number of jurisdictional acres proposed for impact is 47.1 acres; no physical work will occur in Little Charlie Creek; the application response has been expanded to explain how the loss of existing habitats will be replaced and how adverse effects to the flow of water or erosion and to fishing and recreational values will be avoided; and the application response has been expanded to explain how adverse effects to the functions being provided by affected areas will be fully offset by the mitigation plan. On October 6, 2016, Mosaic and DEP had a phone conversation regarding Mosaic's Response to RAI and Mosaic granted DEP a 60 day extension in which to review its application. Mosaic is also submitting revised tables and figures (regarding impacted acres and UMAM) to aid in the application review.

Mosaic Fertilizer, LLC- DeSoto Mine

On July 28, 2016, DEP issued a letter to Mosaic Fertilizer, LLC ("Mosaic") stating that, after a review of the additional information received from Mosaic on July 1, 2016, DEP has determined that Mosaic's Environmental Resource Application No. MMR_331292-001 and Conceptual Reclamation Plan Application No. MMR_331292-002, for its DeSoto Mine in DeSoto County, are complete as of July 1, 2016. Subsequently, Mosaic agreed to an extension of the time period for DEP to review the applications, such that the agency action on the applications would occur on or before September 30, 2016. On September 23, 2016, Mosaic agreed to extend the deadline for agency action to October 30, 2016.



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Mosaic Fertilizer, LLC- Wingate Creek Mine

On September 16, 2016, DEP sent an email to Mosaic Fertilizer, LLC (“Mosaic”) stating that Mosaic may proceed with the closure and removal of Outfall D-001 at its Wingate Creek Mine and requesting that Mosaic keep Best Management Practices (“BMP’s”) in place during all earth moving activities to ensure maintenance of water quality during the activities. This authorization was in response to Mosaic’s August 22, 2016 email, regarding its permit modification application for the abandonment of Wingate Creek Mine outfall D-001 in Manatee County. As part of the future abandonment, Mosaic would like to do the following two things during the interim if Wingate Creek back flows over the weir of D-001: 1) close off spillways 4 and 5 to contain the additional surface water from Wingate Creek entering their system and to allow Wingate Creek to go back over the weir; and 2) raise the weir on D-001 to the elevation of the berm to keep Wingate Creek from back flowing over the D-001.

JDI Farms Inc.- Water Use Permit

On November 8, 2016, the Southwest Florida Water Management District received an application from JDI Farms Inc. (“JDI”) to modify its water use permit (Permit No. 10726.007). JDI’s previous version of its water use permit (Permit No. 10726.006) authorized an average allocation of 0.402 million gallons per day (“MGD”) and a peak allocation of 1.083 MGD for agricultural uses. The modification requests an average allocation of 2.344 MGD and a peak allocation of 4.993 MGD for agricultural uses.



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The project is located in the Peace River Basin, in Charlotte County, and is in the Southern Water Use Caution Area.