

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 4, 2017

CONSENT AGENDA
ITEM 1

Minutes of August 2, 2017 Board of Directors Meeting

Recommended Action -

Motion to approve minutes of August 2, 2017 Board of Directors meeting.

Draft minutes of the August 2, 2017 Board of Directors meeting are provided for Board approval.

Attachments:

Draft Minutes of August 2, 2017 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

August 2, 2017

Board Members Present:

Commissioner Alan Maio, Sarasota County, Chairman
Commissioner Elton A. Langford, DeSoto County, Vice Chairman
Commissioner Betsy Benac, Manatee County
Commissioner Ken Doherty, Charlotte County

Staff Present:

Patrick Lehman, Executive Director
Doug Manson, General Counsel
Mike Coates, Deputy Director
Ann Lee, Finance Manager
Kevin Morris, Science and Technology Officer
Richard Anderson, System Operations Manager
Rachel Kersten, 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 Maio recognized City of Northport Commissioner Debbie McDowell, Former Sarasota County Commissioner Nora Patterson and Sarasota County Administrator Tom Harmer in the audience.

CALL TO ORDER

Commissioner Maio called meeting to order.

INVOCATION

Commissioner Langford offered the invocation.

PLEDGE OF ALLEGIANCE

The Board led the Pledge of Allegiance of the Flag of the United States.

HOST COUNTY ADMINISTRATOR REMARK

Tom Harmer, Sarasota County Administrator, provided opening remarks.

PUBLIC COMMENTS

Candy Luther, Sarasota, Florida spoke on the Mosaic Wingate phosphate mining hearing in Manatee County.

RESOLUTIONS/PRESENTATIONS**1. Employee Service Recognition**

Commissioner Maio stated that the Resolutions/Presentations Item was being removed from the Agenda as the employee was unable to attend.

PUBLIC HEARING – BUDGET FOR FY 2018**1. Open Public Hearing**

2. Commissioner Maio opened the public hearing and introduced Mr. Lehman for the budget presentation.

3. Presentation of Budget for FY 2018

Mr. Lehman presented the proposed final Budget for FY 2018. The final budget includes all anticipated expenditures of the Authority for its projects and activities for the ensuing fiscal year, including, but not limited to, operating and maintenance costs, management and planning costs, and debt service.

The Tentative Budget for FY 2018 was approved by the Board on April 12, 2017 and subsequently posted on the Authority's website along with all supporting data for the public and any interested persons to review. As a result of the discussions during the Authority's June board meeting, a revision was made to the FY 2018 Tentative Budget 5-Year CIP program (page 14) to defer Regional Integrated Loop – Phase 3C to the future. This change did not affect the FY 2018 revenues or expenditures. There have been no other changes to the proposed final budget. The final proposed Budget for FY 2018 is \$49,411,364.

Mr. Lehman gave a budget analysis. The FY 2018 budget contains an increase of roughly \$5.5 million or 2% over last year's budget. Key points from this analysis included:

- Costs consistent with increased water demand that continues to grow monthly.
- Staffing items including:
 - Personnel compensation increase budgeted at 4%
 - Health insurance increase budgeted at 5%
 - One new staff position - a project engineer/manager that will take the Authority from 47 to 48 full time employees.
- FPL's electric rates increase of 13%
- Prioritization of R&R funding to maintain our infrastructure.
- Grant funds for CIP projects for customer savings

Mr. Lehman went over the historical budget comparison for the past 5 years. Operating & Maintenance (O&M) costs have remained constant through the years. The slight up-tick in non O&M costs is related to this year specifically is from the \$1 million transfer into the CIP fund from the general fund for projects. Mr. Lehman reviewed the key aspects of the budget with the breakdown of water allocation, expenditures, and available funds.

Mr. Lehman stated that revenue primarily comes from water sales. The water rate is comprised of two components - the base rate charge [fixed cost based on water allocation] and the water use charge [based on actual delivery of water]. Looking at the base rate charge historically, over the last five years this rate has remained steady with only a 1% increase during this time period. The water use charge will remain at \$0.74 per thousand gallons for the seventh year in a row.

The member fee is for the administration of the Authority and has slightly increased. The member/customer planning assessment remains the same at \$60,000.

Mr. Lehman recommended that the budget of \$49,411,364 for FY 2018 be approved by the board.

Commissioner Maio asked the Board if there were questions.

Commissioner Benac asked Mr. Lehman to explain the member planning assessment cost and how it is assessed.

Mr. Lehman explained that the member planning assessment funds are allocated for future planning and those funds are based on county population.

4. Public Comment

There were no public comments.

5. Close Public Hearing

Commissioner Maio closed the public hearing at 9:51 a.m.

BUDGET FOR FY 2018

1. Adoption of Budget for FY 2018

The proposed Budget for FY 2018 in the amount of \$49,411,364 was presented for Board consideration.

Motion was made by Commissioner Doherty, seconded by Commissioner Langford, to approve the Budget for FY 2018 in the amount of \$49,411,364. Motion was approved unanimously.

2. Resolution 2017-04 ‘Resolution Setting Forth Rates, Fees and Charges for FY 2018’

Resolution 2017-04 formalizes the Board adoption of the Budget for FY 2018 and establishes the rates, fees and charges by the Authority for FY 2018 in accordance with the ‘Second Amended Interlocal Agreement Creating the Peace River Manasota Regional Water Supply Authority’ and the ‘Master Water Supply Contract’.

Motion was made by Commissioner Langford, seconded by Commissioner Doherty, to approve Resolution 2017-04 ‘Resolution Setting Forth Rates, Fees and Charges for FY 2018’. Motion was approved unanimously.

CONSENT AGENDA

- 1. Minutes of June 7, 2017 Board of Directors Meeting**
- 2. U.S. Geological Survey Joint Funding Agreement #1800000101**
- 3. Resolution 2017-05 ‘Florida Water Professionals Month’**
- 4. SWFWMD Funding Agreements**
 - a. Phase 1 Regional Interconnect ‘First Amendment’ to Agreement No. 15C0000052**
 - b. Regional Interconnected Loop System Phase 3B, Agreement No. 17CF0000379**
- 5. Work Order to Automated Integration for Fiber Optic Loop Installation**

Motion was made by Commissioner Doherty, seconded by Commissioner Benac, to approve the Consent Agenda. Motion was approved unanimously.

Regarding Consent Item 4b, Commissioner Doherty asked the Authority staff for confirmation on the costs for the Phase 3B Interconnect project.

Mike Coates, Water Supply Authority Staff stated the budgetary estimate based on the basic design reports and submitted to the district was about \$27 million dollars and that cost included the pipeline and a pump station.

REGULAR AGENDA

1. Water Supply Conditions – Staff Presentation

Mr. Anderson presented Water Supply Conditions at the Peace River Facility as of July 18, 2017.

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

July Water Demand	21.61 MGD
July River Withdrawals	114.94 MGD
<u>Storage Volume:</u>	
Reservoirs	4.86 BG
ASR	<u>5.65 BG</u>
Total	10.51 BG

Mr. Anderson stated that the last couple of months have been a great start to the rainy season. June provided rainfall of over 12 inches and through the end of July we received another 6.5 inches. The region averages about 16 inches during the months of June and July and we reached 18.5 inches this year.

River withdrawals began again on June 19th and by the end of the month we averaged 32 MGD. In the month of July we saw an average of 115 MGD. Mr. Anderson reviewed a historical graph showing the surface water storage volume for the past 5 years. The lowest volume for the year was 2.72 BG when we started the pumps on June 19th. Through July 19th we had reached 4.86 BG and as of today we are at 5.75 BG. In 60 days we replaced approximately 3 BG in the reservoir, with around 800,000 more to go before we reach full.

The ASR system is currently being recharged. As of July 19th ASR we reached 5.65 BG and as of this morning we were right around 5.80 BG. The ASR target volume is 7.0 BG.

Mr. Anderson showed a graphic of current water storage conditions. Both systems measured 10.51 BG as of July 19th. Today’s storage is approximately 11.55 BG and water quality remains good.

Mr. Anderson said the Authority and its customers have about 105 MGD in average day production capacity. In June, 23.4 MGD was delivered by the Authority and 42 MGD was produced by Authority customers for a total regional production of 65.5 MGD. Of that, about 3.5 MGD was delivered by Manatee County to non-Authority customers, making the total water demand for Authority Customers to 62 MGD for the month.

Mr. Anderson reviewed the current demand and supply conditions for each of the members/customers for the month of April including their twelve-month rolling average and historical annual average usage. Authority members continue to account for about 68% of the region's demand.

Mr. Anderson explained the regional demand and water usage.

Commissioner Maio asked for clarification on the ups and downs on the shown graphics – and confirmation that the system works just as planned dry season & wet season.

Mr. Anderson stated that yes; the system is designed to rely on surface water (Peace River). When that surface water is not available we have reservoir storage as well as aquifer storage and recovery to augment supplies during the dry season.

Commissioner Benac stated that the flows on the Peace River are obviously what allow us to withdrawal water off of the river, and asked for confirmation on the current state of the river flow.

Mr. Anderson referred to the River Flows graphic and explained that the red line shows the minimum flow that we can take water, which is 130 CSF in the river. Anything above that amount allows us to withdrawal a certain percentage of that water. As the river flows increase so does the amount of water we are allowed to withdrawal, up to a certain maximum capacity.

2. Peace River Facility WUP Modification - Update

Mr. Coates presented an update on the Peace River Facility's Water Use Permit Modification for the Board's information.

Mr. Coates explained that we are able to withdraw water as outlined on the withdrawal schedule in our Water Use Permit. That schedule is based on the Minimum Flows and Levels that SWFWMD established in 2010 for the Lower Peace River and is very well tuned to the facilities and the contractual water allocations we have today. However, regional demand is projected to grow significantly in the next 30 to 50 years and supply capacity will need to be increased. The expiration for the Peace River Facility's current Water Use Permit is October 2037.

Mr. Coates showed a graphic outlining the proposed changes as directed by the Board in February. He stated that a meeting was had in early May with SWFWMD staff to discuss our intent to renew the WUP and to talk about the permit changes the Authority will be requesting, and receive feedback on the information the District would be expecting to be submitted to support our application.

The estimated project time-line has the permit application documents completed and submitted to SWFWMD in September. The process of application review, request & submittal of additional information and SWFWMD final agency action is expected to require about 6 months. If all goes as planned, we would have a new permit in early calendar year 2018.

Commissioner Maio acknowledged that the Board gave the Authority and the consultant an awfully aggressive schedule for this project, and offered thanks for handling and adhering to this so well

3. Orange Hammock Ranch Conservation- Update

Mr. Lehman presented an update for the Board's information and recognized Christine Johnson of the Conservation Foundation and former Sarasota County Commissioner Nora Patterson in the audience and thanked them for their continued involvement through this process.

The Orange Hammock Property is located in southeastern Sarasota County within the limits of the City of North Port. The property is undeveloped and abuts the western boundary of the RV Griffin Reserve. One of the key considerations for the acquisition of this property is that it provides an environmental buffer to the RV Griffin Reserve and opportunity for restoration and mitigation for water supply expansion on the RV Griffin Reserve. The Authority Board sent a letter of support for the purchase of OHR and adopted a fact-sheet identifying potential water supply and water management benefits for acquisition and preservation of OHR at their meeting on June 1, 2016.

Mr. Lehman stated that SWFWMD, as the lead negotiator, continues to work with Sarasota County and others in collaboration on exploring funding sources and options to acquire the OHR. An offer letter to purchase the property in the amount of \$18M was sent to the OHR owner's and in April, a letter was received from the OHR owners' representative with a counter-offer of a cash purchase in the amount of \$22M with a closing date of September 30, 2017. Negotiations remain on-going for the acquisition of OHR and include discussions on a potential surplus of approximately 875 acres.

Mr. Lehman looked to the Board for discussion & direction to confirm that the Authority staff is speaking on the behalf of the Board in their continued participation in the acquisition of OHR.

Commissioner Doherty stated that the recommended plan of action looks very reasonable and asked if there is conceptual restoration plan prepared for Orange Hammock and if so, has it been reviewed by the SWFWMD.

Mr. Lehman said that this plan has been supplied to the SWFWMD, but there has been no formal review at the Board level. Discussions have been had with the staff surrounding this; the existing R.V. Griffin Reserve management plan works and they are very interested in duplicating this on OHR.

Commissioner Doherty asked if, when looking at the map of OHR, is the plan for these future facilities to be placed south-westerly. Or, will you look at all options for this.

Mr. Lehman responded that we will consider all options and look at the plus & minuses that impede on mitigation. Currently this plan is very high level – is this possible? Then we will move on to the next step.

Commissioner Doherty stated that anything associated with the cost of restorations should be deferred until we start looking at developing the new reservoir, and that these discussions not be included in the scope of what is being drafted at this time.

Commissioner Maio asked Mr. Lehman if the direction from the Board he is looking for is the confirmation of a general consensus that yes, the Authority should continue to move forward with these efforts.

Mr. Lehman confirmed that this was the case, and asked that there be a formal consensus so that staff has firm direction.

General consensus was provided unanimously.

4. SWFWMD Cooperative Funding Initiative Policy Revision

Mr. Coates presented a status update on the SWFWMD Cooperative Funding Initiative Policy Revision efforts for the Board's information.

A PowerPoint presentation outlining revisions to the SWFWMD co-funding policy was shown by Mr. Coates. These revisions were adopted by SWFWMDs governing Board at their meeting in late June.

Commissioner Benac asked if Mr. Coates or Mr. Manson knew how far back the Basin Board was eliminated.

Mr. Manson responded that the Basin Board was eliminated around the year 2010.

5. State Water Project Funding for Partially Treated ASR Project- Discussion

Mr. Coates gave a presentation on the potential State Water Project funding request for the partially treated water ASR project that the Authority is currently pilot testing at the Peace River Facility. Mr. Coates stated that this project was discussed with the Board back in the spring of 2016, and showed presentation slides outlining key points as to provide a background on the project.

The state legislative session starts in January 2018. Senate President Joe Negrón has released the senate schedule for interim committee weeks to begin the week of September 11, 2017 and continuing through the week of December 4, 2017. It is also expected that the respective county delegation meetings will be held as early as September.

This project is included in our 5-year CIP at a total cost of a little under \$8M and was submitted last October for SWFWMD FY 2018 co-funding and ranked high. The District is working on a co-funding agreement. Assuming we move forward based on the pilot testing, we expect to be in preliminary design and permitting for most of FY 2018 with final design and construction in FY 2019 through FY 2020.

Mr. Coates stated that given the short period of time before delegation meetings and start of legislative committee meetings, staff requests Board discussion and direction for soliciting legislative sponsors and presenting to the delegations request for funding for the Partially Treated Raw Water ASR Project.

Commissioner Doherty asked if there were any recommendations legality wise from Diane Salz regarding door knocking in Tallahassee.

Commissioner Maio agreed and asked Mr. Coates to possibly provide a one page fact sheet that can be left behind after meetings with all the counties. This will help the Board do whatever it is they can do with State Representatives for the Authority.

Mr. Lehman stated that there was not just one, but three co-sponsors last year and the more legislators that we can solicit the better off we will be.

GENERAL COUNSEL'S REPORT

Mr. Manson had nothing to report.

EXECUTIVE DIRECTOR'S REPORT

Mr. Lehman introduced new Authority employee, Rachel Kersten to the Board. She will be taking over the Board duties and interacting with the Board members and their assistants.

1. Schedule Workshop and Change of Venue for October 4, 2017 Board Meeting

Mr. Lehman presented the recommendation to schedule a workshop in conjunction with the regularly

scheduled Board Meeting for October 4, 2017. The purpose of the workshop is to conduct a ‘Water 101’ session detailing the Authority’s governing document, policies and procedures. Mr. Lehman also recommended that the venue be changed from the Manatee County Commission Chambers to Lakewood Ranch Town Hall located to better facilitate the workshop meeting format.

Commissioner Benac asked if a motion was needed for a request of this nature.

Mr. Lehman stated yes, he would be most comfortable with a motion for this matter.

Motion was made by Commissioner Benac, seconded by Commissioner Doherty, to approve the change of location & addition of the workshop for the October 4th meeting. Motion was approved unanimously.

ROUTINE STATUS REPORTS

1. Hydrologic Conditions Report
2. Check Registers for May and June 2017
3. Regional Integrated Loop System Phase 1 Interconnect Project [U.S. 17 to Punta Gorda]
4. Regional Integrated Loop System Phase 3b Interconnect [S.R. 681 to Clark Road]
5. Partially Treated Water Aquifer Storage & Recovery Pilot Testing
6. Peace River Basin Report

BOARD MEMBER COMMENTS

Commissioner Langford welcomed Commissioner Doherty to the Board on behalf of all members.

PUBLIC COMMENTS

There were no public comments.

ANNOUNCEMENTS

Next Authority Board Meeting and Workshop

October 4, 2017 @ 9:30 a.m.

Lakewood Ranch Town Hall

Town Hall Salon B/C

8175 Lakewood Ranch Blvd., Lakewood Ranch, FL

Future Authority Board Meetings

December 6, 2017 @ 9:30 a.m. – DeSoto County Administration Building, Arcadia, Florida

ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 11:01 a.m.

Commissioner Alan Maio
Chairman

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 4, 2017

CONSENT AGENDA
ITEM 2

Annual Regulatory Plan 2017-2018

Recommended Action - **Motion** to approve the ‘Annual Regulatory Plan 2017-2018’.

Section 120.74(1), Florida Statutes requires “State Agencies” to prepare an ‘Annual Regulatory Plan’ that includes a listing of each law enacted or amended during the previous 12-months that creates or modifies the authority of that Agency. The Authority’s General Counsel has reviewed Authority rules and determined that they remain consistent with the agency's rulemaking authority and the law implemented.

Attachments:

Annual Regulatory Plan 2017 – 2018

2017-2018 REGULATORY PLAN OF
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

A. RULEMAKING TO IMPLEMENT NEW LAWS

List laws enacted or amended during the previous 12 months that create or modify the duties or authority of the Peace River Manasota Regional Water Supply Authority:

Chapter 2017-10, Laws of Florida	(Water Resources)
Chapter 2017-21, Laws of Florida	(Public Records)
Chapter 2017-88, Laws of Florida	(Public Employees)
Chapter 2017-95, Laws of Florida	(Pollution)
Chapter 2017-102, Laws of Florida	(Underground Facilities)
Chapter 2017-113, Laws of Florida	(Public Works Projects)

The laws enacted or amended during this timeframe do not require the Peace River Manasota Regional Water Supply Authority to adopt new rules or amend existing rules in order to implement them.

B. OTHER RULEMAKING

List each law not otherwise listed under A., which the Peace River Manasota Regional Water Supply Authority expects to implement by rulemaking before July 1, 2018, except emergency rulemaking: None.

C. UPDATE OF PRIOR YEAR'S REGULATORY PLAN OR SUPPLEMENT

No update or supplement of any prior year's regulatory plan is needed.

D. CERTIFICATIONS

Certification of Chair of the Peace River Manasota Regional Water Supply Authority Board of Directors:

As Chair of the Board of Directors, I certify that I have reviewed the Peace River Manasota Regional Water Supply Authority's 2017-2018 Regulatory Plan and that the Peace River Manasota Regional Water Supply Authority regularly reviews all of its rules. As of October 4, 2017, the Peace River Manasota Regional Water Supply Authority reviewed all of its rules and determined that they remain consistent with the agency's rulemaking authority and the law implemented.

Alan Maio, Chairman

Date: _____

Certification of the Peace River Manasota Regional Water Supply Authority Counsel:

As General Counsel to the Peace River Manasota Regional Water Supply Authority, I certify that I have reviewed the Peace River Manasota Regional Water Supply Authority's 2017-2018 Regulatory Plan and that the Peace River Manasota Regional Water Supply Authority regularly reviews all of its rules. As of October 4, 2017, the Peace River Manasota Regional Water Supply Authority reviewed all of its rules and determined that they remain consistent with the agency's rulemaking authority and the law implemented.

Douglas Manson
General Counsel

Date: _____

DRAFT

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 4, 2017

CONSENT AGENDA
ITEM 3

Special District Public Facilities Report - 2017

Recommended Action -

Motion to approve the ‘Special District Public Facilities Report – 2017’.

Chapter 189.08, Florida Statutes requires that each independent special district shall submit to each general-purpose government in which it is located a public facilities report and annual notice of any changes. The public facilities report is to specify the following:

- a) Description of existing public facilities owned or operate by the special district to include
 - current capacity,
 - current demands placed on it, and
 - location.
- b) Description of facilities proposed to be built in next 7 years to include proposed financing.
- c) Description of facilities proposed to be replaced within the next 10 years.
- d) Anticipated time of construction will be completed.
- e) Anticipated capacity and demands when completed

Attachments:

Special District Public Facilities Report - 2017

Peace River Manasota Regional Water Supply Authority
Special District Public Facilities Report
[Pursuant to Chapter 189.415, Florida Statutes]
October 2017

Pursuant to Florida state statute, special districts of the state are required to file special district public facilities reports with each local government in which the special districts are located. The purpose of the report is to provide local governments with information that may be pertinent to the development and updating of the local governments' comprehensive plan.

Overview

The Peace River Manasota Regional Water Supply 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 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.

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.

History

The Authority was created in 1982. Through its initial decade the Authority focused on planning the interconnection of water systems within the region. In 1991 the privately owned water utility in the region, General Development Utilities (GDU), went into bankruptcy that led to acquisition of the existing water treatment plant, the Peace River Facility that provided water to only a small segment of the region in Charlotte and DeSoto counties and the City of North Port.

Through the following two decades the Authority invested over \$350M in the expansion of the Peace River Facility and extension of the regional transmission pipeline system to provide water service to additional areas within the region including Sarasota County.

Today the Authority is a major water supplier for the region. The Peace River Facility treatment capacity has been expanded from 12 to 51 million gallons per day (MGD) incorporating a 6.5 billion gallon (BG) off-stream raw water reservoir system and aquifer storage/recovery system (ASR) providing an additional 6 BG of storage. The regional transmission system has been extended from to include 70 miles of large diameter pipeline with 11 miles of new pipeline currently under design and construction.

Existing Public Facilities

A description of existing public facilities owned or operated by the Authority including the current capacity of the facility, current demands placed upon it, and its location.

a) Water Supply

The Authority owns and operates the Peace River Facility located in southwest DeSoto County. The Peace River Facility is a 51 MGD surface water treatment facility utilizing the Peace River as a water source. Water is withdrawn from the Peace River in accordance with a withdrawal schedule established by the Southwest Florida Water Management District in a water use permit issued to the Authority to protect the downstream estuary and Charlotte harbor.

The water supply system includes an off-stream reservoir system with 6.5 billion gallons storage and an ASR system consisting of 21 ASR wells at the Peace River Facility site.

b) Regional integrated Loop System

The Authority currently maintains a network of approximately 70 miles of transmission pipeline for delivery of treated drinking water to its member governments and customers (Figure 1). Off-site storage tanks and pump stations are maintained in two locations, one in Punta Gorda and the other at the Carlton Water Treatment Plant in Sarasota County.

The Authority also has interconnects with other water systems including: City of Punta Gorda Utilities and Englewood Water District. These interconnects are available to supply water in case of natural disaster, equipment maintenance or failure, resource stress or unforeseen or unplanned increase in water demand.

Proposed Public Facilities

A description of public facilities the Authority is building, improving or expanding, or is proposing to build, improve or expand within the next 7 years including how the Authority currently proposes to finance the facility.

a) Water Supply

Conversion of the ASR system to partially treated water for injection is on-going and the Peace River Facility Phase 2 Capacity Increase to upgrade components of the existing treatment facility to increase

the treatment capacity by 4 MGD to provide a total treatment capacity of 55 MGD is proposed to begin in the next 5 years.

b) Regional integrated Loop System

The Authority's 20-year expansion program identifies construction of an additional 72 miles of interconnecting pipelines to support regional reliability, provide supplies to meet growing needs, share resources to the benefit of all residents in the four-county service area, and ensure that public water supply is provided in an environmentally sustainable manner. The Authority is currently in the design phase for two (2) regional pipelines. The Phase 1 Regional Interconnect that will connect to the City of Punta Gorda's Water Treatment Plant, and the Phase 3B Regional Interconnect that will extend the existing Phase 3A pipeline in Sarasota County north to Clark Road area (Figure 2)

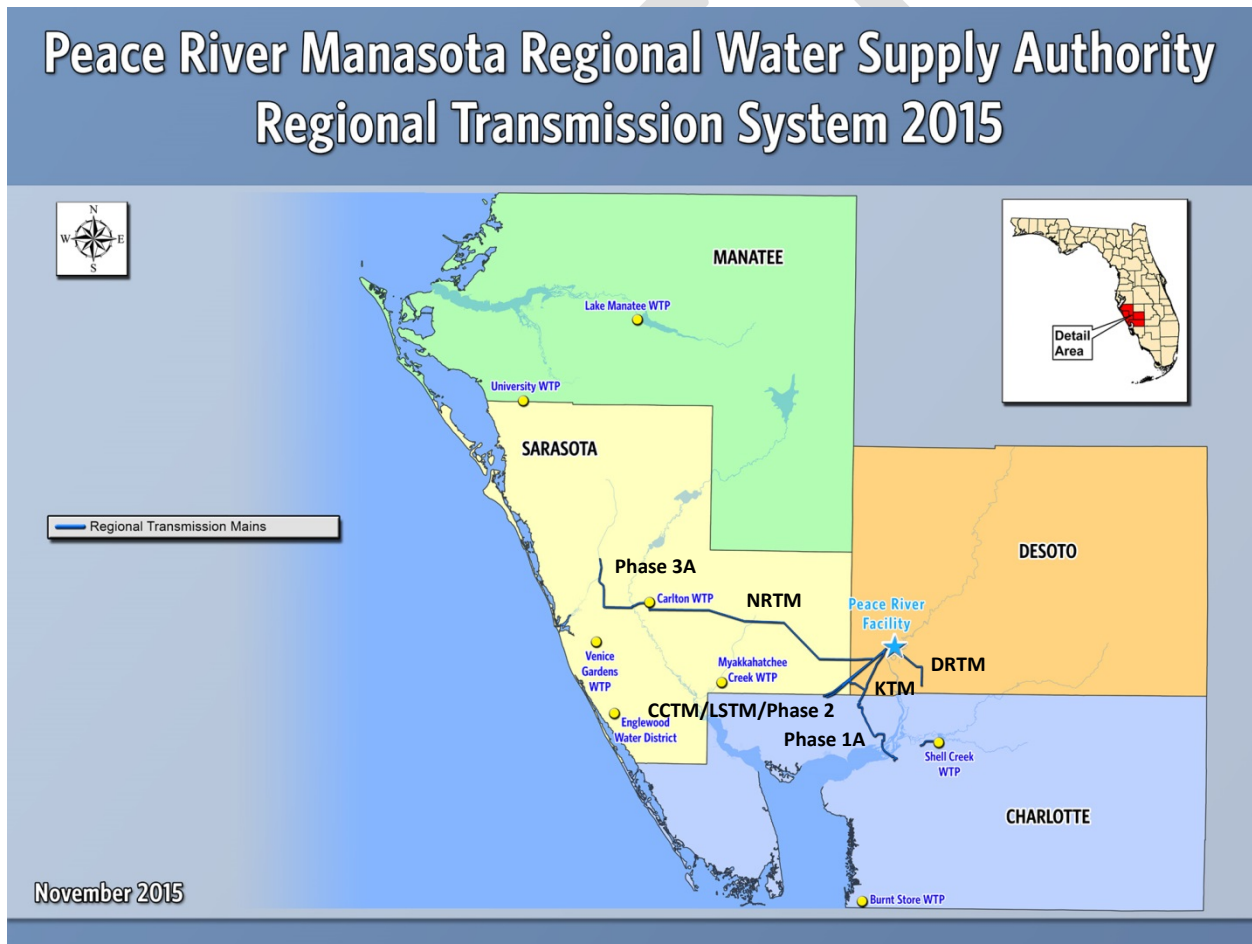


Figure 1. Existing Regional System

Peace River Manasota Regional Water Supply Authority Regional Vision for 2035



Figure 2. Proposed Regional System Extension

Table 1. Existing Water Supply Facilities

Facility	Current Permitted Capacity	Current Demands	Year Constructed	Location
Peace River Facility <ul style="list-style-type: none"> • 1991 Acquisition • Peace River Option • Regional Expansion Program 	51 MGD	34.7 MGD	1980 2001 2009	8998 SW County road 769 Arcadia, FL
Reservoir No. 1	0.5 BG	0.5 BG	1980	Peace River Facility site
Reservoir No. 2	6 BG	6 BG	2009	Peace River Facility site
ASR Wellfield	6 BG	6 BG	1980 - 2001	Peace River Facility site
Punta Gorda Storage Tank Pump Station	0.5 MG 6.0 MGD	0.5 MG 1.0 MGD	2012	Cleveland Area U.S. 17 Charlotte County
Carlton Storage Tanks Pump Station	10 MG 18.5 MGD	10 MG 7.0 MGD	2011	Carlton Water Treatment Plant Sarasota County

MGD – Million Gallons per Day

BG – Billion Gallons

Table 2. Existing Pipelines

Facility	Diameter (inches)	Material	Length	Year Constructed	Location
Charlotte County Transmission Main (CCTM)	36	PCCP	7 miles	1980	DeSoto County/Charlotte County/City of North Port
Lake Suzy Transmission Main (LSTM)	12	PCCP	2.4 miles	1980	DeSoto County
North Regional Transmission Main (NRTM)	42	Steel	23 miles	2001	DeSoto County/Sarasota County
Kings Highway Transmission Main (KTM)	24	DIP	5 miles	2001	DeSoto County
Desoto Regional Transmission Main (DRTM)	20	DIP	7 miles	2005	DeSoto County
Phase 1A Regional Interconnect and Pump Station	24	DIP	9 miles	2012	DeSoto County/Charlotte County
Phase 2 Regional Interconnect	42	DIP	7 miles	2013	DeSoto County/City of North Port/Charlotte County
Phase 3A Regional Interconnect and Pump Station	48	Steel	9 miles	2011	Sarasota County

PCCP – Prestressed Concrete Cylinder Pipe

DIP – Ductile Iron Pipe

Table 3. Proposed Water Supply Facilities

Facility	Description	Anticipated Completion	Anticipated Capacity	Anticipated Demand	Proposed Financing
Partially Treated Water ASR Conversion	Pump station and filters to convert existing ASR system to partially treated water	2020	21 MGD	21 MGD	Water Rates Grant Funds
Peace River Facility Phase 2 Capacity Increase	Upgrades to Peace River Facility to increase treatment capacity by 4 MGD to 55 MGD	1980	55 MGD	37.4 MGD	Water Rates

Table 4. Proposed Pipelines

Facility	Description	Anticipated Completion	Anticipated Capacity	Anticipated Demand	Proposed Financing
Phase 1 Regional Interconnect	Approximately 6.4 miles of 24-inch diameter pipe.	2020	5 MGD	5 MGD	Grant Funds
Phase 3B Regional Interconnect	Approximately 5 miles of 48-inch diameter pipe.	2020	24 MGD	24 MGD	Water Rates Grant Funds

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 4, 2017

CONSENT AGENDA
ITEM 4

‘Classification & Pay Plan’ Pay Range Indexing

Recommended Action -

Motion to approve the ‘Classification & Pay Plan’ Pay Range Indexing of 5% effective October 1, 2017.

The ‘Classification & Pay Plan’ approved by the Board of Directors February 2015 stipulates that staff is to conduct an annual review of the plan to determine any recommended adjustment to maintain competitiveness of the Authority. Any adjustments are to be applied globally to the system which in effect adjusts the entire salary range. The adjustment will be made on an annual basis as approved by the Board of Directors and effective on October 1st of each fiscal year. The pay ranges in the current plan were effective October 1, 2016.

In accordance with the Authority’s policy, staff has conducted a localized survey for pay ranges of our member counties and other local agencies to compare employee compensation. Based on the results of that survey, staff recommends that the Authority’s salary ranges be indexed upward 5% to maintain competitive in the regional market. The proposed pay grade pay range adjustment will not impact the FY 2018 Budget. The current salary of one employee will need be the revised to be consistent with minimum (proposed) pay category ranges. This adjustment is equal to an annual increase of less than \$200.

Budget Action – No action needed.

Attachments:

Tab A Authority Classification & Pay Plan Policy [applicable sections]

Tab B Memorandum with Pay Range Survey and Proposed Salary Ranges

TAB A
Authority Classification & Pay Plan Policy [applicable sections]

CHAPTER 4 – PLAN ADMINISTRATION AND MAINTENANCE

It is the intent of the Authority to maintain the compensation plan in accordance with the competitive labor market. Compensation plans have limited shelf lives before it is no longer relevant to the current market and will need to be updated to maintain market competitiveness for the Authority's needs. The Executive Director shall conduct an annual review of the plan to determine any recommended adjustment to maintain competitiveness of the Authority. Any adjustments are to be applied globally to the system which in effect adjusts the entire salary range. The adjustment will be made on an annual basis as approved by the Board of Directors and effective on October 1, of each fiscal year

1. Conduct localized salary surveys to determine market competitiveness, especially for classifications with potential recruitment or retention concerns.

To ensure the Authority's compensation system remains relevant and competitive relative to the market in regards of employee compensation, the Authority should perform its own salary surveys on a regular basis, especially in classifications with recruitment or retention issues. Any changes made to individual classifications should be separate from individual salary adjustments, unless the changes move the salary outside of the proposed salary range.

2. Conduct a comprehensive classification and compensation study every three to five years.

Biannual surveys of identified classifications can provide a general idea of the Authority's market competitiveness, but to keep up with the constant changes in the market, a comprehensive classification and compensation study should be done every three to five years to maintain internal and external equity.

TAB B
Memorandum with Pay Range Survey and Proposed Salary Ranges

MEMORANDUM

DATE: October 4, 2017

TO: Board of Directors
Peace River Manasota Regional Water Supply Authority

THRU: Patrick J. Lehman
Executive Director

FROM: Ann Lee
Finance/Administration Manager

SUBJ: Classification and Pay Plan Pay Grade Indexing

In June 2014, The Board received the Final Report & Recommendations from Evergreen Solutions to amend the Authority's pay and classification plan. Based on that report the pay plan and classification structure contained in the report was approved for implementation by the Board in February 2015 and included the recommendation for the Authority to conduct a localized survey of market values on an annual basis to determine market competitiveness and make the appropriate adjustments, if necessary.

Following the recommendations from the Final Report issued by Evergreen Solutions, the Authority staff recently contacted and received pay plan classification and job descriptions from Charlotte, Manatee, DeSoto, Lee and Sarasota Counties (the Authority also went thru this process in Oct 2016, and the paygrades were increased by 5%). Information was also received from the City of Punta Gorda and Tampa Bay Water, but they were excluded from the final results as they were the low and high ends of the data set.

Although all of the Authority's job titles and descriptions were surveyed, a subset consisting of approximately 33% of the total positions was used for comparison with these positions reflecting the most consistency within the job descriptions received from the respondents and those of the Authority. The results of the market survey showed that pay grade ranges of the Authority on average are 4.01% lower (based on the maximum pay grade range value) than the local market. Staff also was informed by several of those surveyed that they are currently obtaining a full market study and changes for FY18 were not finalized yet.

Based on the results of this recent survey, I recommend that the minimum and maximum values of the Authority's pay grade ranges be increased by 5%. This increase will allow the Authority to continue to be competitive within the local market and assist us in attracting and retaining quality employees. The proposed pay grade pay range adjustment will not impact the FY18 Budget; however will the Authority need to adjust the current salaries of one of our employees to be consistent with the revised (proposed) pay category ranges. This adjustment is equal to an annual increase of less than \$200.

The summary matrix and a table showing current and proposed pay grade pay ranges are attached.

If you have any questions, I am at your disposal.

Peace River Manasota Regional Water Supply Authority
 Classification and Salary Range Indexing 2017
 Job Title Snapshot (33% of Authority Positions)

Job Titles	Peace River			Manatee County				Sarasota County				Charlotte County				Lee County				DeSoto County							
	Grade	Min	Max	Grade	Min	Max	% +/- to PR	Grade	Min	Max	% +/- to PR	Grade	Min	Max	% +/- to PR	Grade	Min	Max	% +/- to PR	Grade	Min	Max	% +/- to PR				
Admin Secretary I	110	\$ 27,773	\$ 43,047	G8	\$ 26,312	\$ 40,144	-8.74%	9921	\$ 28,059	\$ 44,304	2.92%	7	\$ 27,352	\$ 45,136	4.85%	9	\$ 27,728	\$ 49,316	14.56%	12	\$ 22,485	\$ 31,117	-27.71%				
Water Plant Operator Trainee	112	\$ 30,619	\$ 47,459	G9	\$ 27,893	\$ 42,557	-10.33%	no comparable found				7	\$ 27,352	\$ 45,136	-4.89%	7	\$ 24,758	\$ 44,041	-7.20%	14	\$ 24,710	\$ 52,478	10.58%				
Admin Secretary II	112	\$ 30,619	\$ 47,459	G9	\$ 27,893	\$ 42,557	-10.33%	9922	\$ 31,408	\$ 49,483	4.27%	8	\$ 28,704	\$ 47,362	-0.21%	11	\$ 30,698	\$ 54,590	15.03%								
Water Plant Operator C	114	\$ 33,758	\$ 52,324	PG G11	\$ 34,457	\$ 53,448	2.15%		\$ 37,502	\$ 48,942	-6.46%	10	\$ 33,238	\$ 54,850	4.83%	11	\$ 30,698	\$ 54,590	4.33%	21	\$ 34,341	\$ 47,644	-8.95%				
Accounting Clerk III	114	\$ 33,758	\$ 52,324	G15	\$ 39,541	\$ 61,318	17.19%	9931	\$ 40,394	\$ 70,075	33.93%	9	\$ 30,139	\$ 49,733	-4.95%	11	\$ 30,698	\$ 54,590	4.33%	19	\$ 37,773	\$ 52,478	0.29%				
Electrician I	114	\$ 33,758	\$ 52,324	G14	\$ 37,315	\$ 57,845	10.55%	union	\$ 37,502	\$ 48,942	-6.46%	10	\$ 31,858	\$ 52,229	-0.18%	14	\$ 35,155	\$ 62,501	19.45%	22	\$ 38,026	\$ 63,690	21.72%				
Instrumentation & Controls Tech I	114	\$ 33,758	\$ 52,324	G12	\$ 33,197	\$ 51,480	-1.61%		\$ 39,998	\$ 69,389	32.61%	10	\$ 31,858	\$ 52,229	-0.18%	14	\$ 35,155	\$ 62,501	19.45%	22	\$ 38,026	\$ 63,690	21.72%				
Water Plant Operator B	115	\$ 35,445	\$ 54,940	G12	\$ 33,197	\$ 51,480	-6.30%		\$ 39,374	\$ 51,376	-6.49%	12	\$ 34,902	\$ 57,595	4.83%	13	\$ 33,670	\$ 59,864	8.96%	22	\$ 38,026	\$ 63,690	21.72%				
Electrician II	115	\$ 35,445	\$ 54,940	G16	\$ 41,933	\$ 65,000	18.31%	no comparable found				14	\$ 38,459	\$ 63,461	15.51%	16	\$ 40,354	\$ 73,050	32.96%								
Agency Clerk	115	\$ 35,445	\$ 54,940	G14	\$ 37,315	\$ 57,845	5.29%	9922	\$ 31,408	\$ 49,483	-9.93%	13	\$ 36,650	\$ 60,466	10.06%	11	\$ 30,698	\$ 54,590	-0.64%								
Instrumentation & Controls Tech II	116	\$ 37,217	\$ 57,687	G15	\$ 39,541	\$ 61,318	8.30%		\$ 39,998	\$ 69,389	20.29%	13	\$ 36,650	\$ 60,466	4.82%	16	\$ 40,354	\$ 73,050	26.63%								
Water Plant Operator A	118	\$ 41,032	\$ 63,600	G14	\$ 41,047	\$ 63,629	0.05%		\$ 44,450	\$ 71,406	12.27%	14	\$ 38,459	\$ 63,461	-0.22%	14	\$ 35,155	\$ 62,501	-1.73%	23	\$ 37,773	\$ 50,003	-21.38%				
Environmental Specialist II	118	\$ 41,032	\$ 63,600	G14	\$ 37,315	\$ 57,845	-9.05%	9931	\$ 40,394	\$ 70,075	10.18%	16	\$ 42,432	\$ 70,013	10.08%	13	\$ 33,670	\$ 59,864	-5.87%								
Lab Coordinator/Chemist	121	\$ 47,500	\$ 73,625	G19	\$ 49,920	\$ 77,418	5.15%	9932	\$ 47,600	\$ 80,371	9.16%	no comparable found				16	\$ 40,354	\$ 73,050	-0.78%								
Average +/- to Peace River Salaries (Max Pay Grade Values)							1.47%					8.02%					3.41%					9.25%					-2.12%
																						Overall Avg		4.01%			

Peace River Manasota Regional Water Supply Authority
Classification and Salary Range Indexing
Salary Range Indexing

Current Salary Ranges (Oct. 1, 2016)

Classification	Minimum	Mid-Point	Maximum
110	\$27,773	\$35,409	\$43,047
111	\$29,161	\$37,179	\$45,199
112	\$30,619	\$39,039	\$47,459
113	\$32,150	\$40,991	\$49,832
114	\$33,758	\$43,041	\$52,324
115	\$35,445	\$45,193	\$54,940
116	\$37,217	\$47,453	\$57,687
117	\$39,078	\$49,825	\$60,571
118	\$41,032	\$52,316	\$63,600
119	\$43,084	\$54,932	\$66,780
120	\$45,238	\$57,679	\$70,119
121	\$47,500	\$60,563	\$73,625
122	\$49,875	\$63,591	\$77,306
123	\$52,369	\$66,771	\$81,171
124	\$54,987	\$70,109	\$85,231
125	\$57,736	\$73,614	\$89,492
126	\$60,624	\$77,295	\$93,967
127	\$63,654	\$81,160	\$98,665
128	\$66,838	\$85,218	\$103,598
129	\$70,179	\$89,479	\$108,778
130	\$73,688	\$93,953	\$114,217
131	\$77,372	\$98,651	\$119,928
132	\$81,242	\$103,583	\$125,924
133	\$85,303	\$108,762	\$132,220
134	\$89,568	\$114,200	\$138,832
135	\$94,047	\$119,910	\$145,774

Proposed Salary Ranges (Oct. 1, 2017)

Classification	Minimum	Mid-Point	Maximum
110	\$29,161	\$37,180	\$45,199
111	\$30,619	\$39,038	\$47,459
112	\$32,150	\$40,991	\$49,832
113	\$33,757	\$43,040	\$52,324
114	\$35,445	\$45,193	\$54,940
115	\$37,217	\$47,453	\$57,687
116	\$39,078	\$49,825	\$60,571
117	\$41,032	\$52,316	\$63,600
118	\$43,083	\$54,932	\$66,780
119	\$45,238	\$57,678	\$70,119
120	\$47,500	\$60,563	\$73,625
121	\$49,875	\$63,591	\$77,306
122	\$52,369	\$66,771	\$81,172
123	\$54,987	\$70,109	\$85,230
124	\$57,737	\$73,614	\$89,492
125	\$60,623	\$77,295	\$93,966
126	\$63,655	\$81,159	\$98,665
127	\$66,837	\$85,218	\$103,599
128	\$70,180	\$89,479	\$108,778
129	\$73,688	\$93,953	\$114,217
130	\$77,372	\$98,651	\$119,928
131	\$81,241	\$103,583	\$125,924
132	\$85,304	\$108,762	\$132,221
133	\$89,568	\$114,200	\$138,831
134	\$94,047	\$119,910	\$145,774
135	\$98,750	\$125,906	\$153,062

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 4, 2017

CONSENT AGENDA
ITEM 5

Disbursement of Funds for
FY 2017 Debt Service Coverage Payments

Recommended Action - **Motion** to approve Fund Disbursements in accordance with the FY 2018 Budget.

Funds were collected for debt service coverage to meet bond covenants in the base rate charge from Authority Customers in FY 2017. The FY 2018 Budget includes the disbursement of these funds back to the respective Customers. The disbursements of funds as approved in the FY 2018 Budget are shown below.

Customer	Fund Disbursement
Charlotte County	\$268,771
DeSoto County	\$33,766
Sarasota County	\$889,308
City of North Port	\$153,446
Total	\$1,345,291

Budget Action: No action needed.

Attachments:
FY 2018 Budget page 6

Peace River Manasota Regional Water Supply Authority
FY 2018 Budget

EXPENDITURES	Administrative Office	Facilities	Total Enterprise Fund
<u>NON-RATE RELATED EXPENDITURES</u>			
Projects			
CIP Projects		9,530,000	9,530,000
Renewal & Replacement Projects		2,819,000	2,819,000
Resource/Supply Development Projects		100,000	100,000
Subtotal		12,449,000	12,449,000
Fund Disbursements			
Charlotte County		268,771	268,771
DeSoto County		33,766	33,766
Sarasota County		889,308	889,308
North Port		153,446	153,446
Subtotal		1,345,291	1,345,291
Total Non-Rate Related Expenditures		13,794,291	13,794,291
Total Expenditures	705,300	48,706,064	49,411,364

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 4, 2017

CONSENT AGENDA
ITEM 6

MBDV P.A. Agreement for General Counsel Services Second Amendment

Recommended Action - Motion to approve Second Amendment to the Agreement for General Counsel Services with MBDV, P.A.

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) and amended October 5, 2016. The Agreement authorized FY 2016 & 2017 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.

The Second Amendment provides an increase in the blended hourly rate for attorneys from \$215/hour to \$225/hour. The hourly rate is an overall increase of 5% over the three year term of the agreement. All other provisions of the agreement remain unchanged including total fees not to exceed \$180,000 for FY 2018 (same as FY 2016 & FY 2017).

Budget Action – No action needed.

Attachments:

Tab A Second Amendment

Tab B Agreement for General Counsel Service as amended [October 5, 2017]

TAB A
Second Amendment

SECOND AMENDMENT
TO
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY AGREEMENT
FOR GENERAL COUNSEL SERVICES

This FIRST AMENDMENT entered into and effective this 4th day of October, 2017 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 Manson Bolves Donaldson Varn, P.A., hereinafter referred to as the “Firm”, whose address is 1101 West Swann Avenue, Tampa, Florida 33606, and collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the Authority and Manson Bolves Donaldson, P.A. entered into the Peace River Regional Water Supply Authority Agreement for General Counsel Services on August 5, 2015 (“Agreement”);

WHEREAS, Paragraph 13.2 of the Agreement set the total legal fees for Fiscal Year 2016 at One Hundred and Eighty Thousand Dollars (\$180,000) and required the Authority Board of Directors to set the amount for total legal fees annually for each subsequent fiscal year by amendment to the Agreement;

WHEREAS, Paragraph 6.1 of the Agreement provides that it may only be amended by a writing duly executed by the Parties;

WHEREAS, the Agreement was amended to set the total legal fees for Fiscal Year 2017 and reflect a name change of the Firm on October 5, 2016; and

WHEREAS, the Parties wish to set the total legal fees for Fiscal Year 2018.

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. Paragraph 13.2 is amended by replacing “fiscal year 2017 (October 1, 2016 through September 30, 2017)” with “fiscal year 2018 (October 1, 2017 to September 30, 2018)” and replacing “\$215.00” with “\$225.00”.
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:

PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY
AUTHORITY

Patrick J. Lehman, P.E.
Executive Director

Alan Maio, Chair

Douglas Manson, Shareholder

TAB B
Agreement for General Counsel Service as amended [October 5, 2017]

FIRST AMENDMENT
TO
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY AGREEMENT
FOR GENERAL COUNSEL SERVICES

This FIRST AMENDMENT entered into and effective this 5th day of October, 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 Manson Bolves Donaldson Varn, P.A., hereinafter referred to as the "Firm", whose address is 1101 West Swann Avenue, Tampa, Florida 33606, and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Authority and Manson Bolves Donaldson, P.A. entered into the Peace River Regional Water Supply Authority Agreement for General Counsel Services on August 5, 2015 ("Agreement");

WHEREAS, Paragraph 13.2 of the Agreement set the total legal fees for Fiscal Year 2016 at One Hundred and Eighty Thousand Dollars (\$180,000) and required the Authority Board of Directors to set the amount for total legal fees annually for each subsequent fiscal year by amendment to the Agreement;

WHEREAS, Paragraph 6.1 of the Agreement provides that it may only be amended by a writing duly executed by the Parties;

WHEREAS, the Firm's name was revised in spring 2016; and

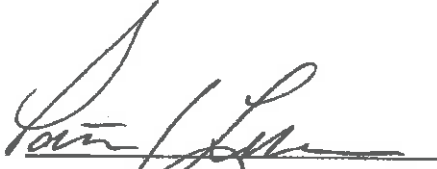
WHEREAS, the Parties wish to set the total legal fees for Fiscal Year 2017.

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. Paragraph 13.2 is amended by replacing "fiscal year 2016 (October 1, 2015 through September 30, 2016)" with "fiscal year 2017 (October 1, 2016 to September 30, 2017)".
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, Chairman


Douglas Manson, Shareholder

BOARD APPROVED

OCT - 5 2016

Peace River Manasota
Regional Water Supply Authority

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
AGREEMENT FOR GENERAL COUNSEL SERVICES**

This Peace River Manasota Regional Water Supply Authority Agreement for General Counsel Services ("Agreement") is made as of the 5th day of August, 2015, by and between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY ("Authority") and MANSON BOLVES DONALDSON, P.A. ("Firm").

In consideration of the mutual promises contained in this Agreement, the Authority and Firm agree as follows:

1. INDEMNIFICATION.

1.1. Intentionally deleted due to professional liability insurance coverage provided below.

2. REMEDIES.

2.1 The Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Manatee County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.

3. WAIVER OF JURY TRIAL AND ENFORCEMENT COSTS.

3.1 WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

3.2 If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Agreement, the parties agree that each party shall be responsible for its own attorney's fees.

4. AUTHORITY TO PRACTICE.

4.1 The Firm hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner and in accordance with applicable law. Proof of such licenses and approvals shall be submitted to the Authority upon request.

5. SEVERABILITY.

5.1 If any term or provision of the Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of the Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other

term and provision of the Agreement shall be deemed valid and enforceable to the extent permitted by law.

6. ENTIRETY OF CONTRACTUAL AGREEMENT.

6.1 The Authority and Firm agree that this Agreement sets forth the entire contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

7. WAIVER.

7.1 Failure of either party to enforce or exercise any right(s) under the Agreement shall not be deemed a waiver of either party's right to enforce or exercise said right(s) at any time thereafter.

8. THIRD PARTY BENEFICIARIES.

8.1 This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

9. TERM, TERMINATION AND EFFECT OF TERMINATION.

9.1 The term of this Agreement is for three (3) year from October 1, 2015 unless earlier terminated as stated herein. The parties may agree in writing to extend the term.

9.2 Either party may terminate this Agreement upon written notice to the other party as provided below.

9.3 Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination.

10. COMPLIANCE.

10.1 Each of the parties agrees to perform its obligations under the Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the Agreement. In the event that either party becomes aware of a possible violation of law, regulation or administrative instruction that might affect the validity or legality of the services provided under the Agreement, such party shall immediately notify the other party and the parties shall agree on appropriate corrective action. In the event either party becomes aware that any investigation or proceeding has been initiated with respect to any of the services provided hereunder, such party shall immediately notify the other party.

11. EFFECTIVENESS.

11.1 This Agreement may be executed in one or more counterparts, each of which shall

be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

12. INDEPENDENT CONTRACTOR.

12.1 No relationship of employer or employee is created by this Agreement, it being understood that Firm will act hereunder as an independent contractor and none of the Firm's officers, directors, employees, independent contractors, representatives or agents performing services for Firm pursuant to this Agreement shall have any claim against the Authority for compensation of any kind under this Agreement. The relationship between the Authority and Firm is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

13. SERVICES AND COMPENSATION.

13.1 The initial scope of services under this Agreement shall be for the Firm to provide General Counsel and legal support services for the Authority as more specifically detailed in **Exhibit "A"**.

13.2 The Authority agrees to compensate the Firm \$215.00 an hour blended rate for attorneys and \$90 an hour for paralegals for work performed within the scope set forth in **Exhibit "A"**; however, for the first year of the Agreement, the total fees for Authority fiscal year 2016 (October 1, 2015 through September 30, 2016) shall not exceed One Hundred and Eighty Thousand Dollars (\$180,000). For each subsequent Agreement year, the Authority Board of Directors ("Board") shall set the amount for the annual General Counsel and legal services specified in **Exhibit "A"** by amendment to this Agreement. Litigation legal services are not included within this amount or within the scope of services in **Exhibit "A"**. Litigation legal services shall be provided by the Firm at its standard litigation rates. At the time of execution of this Agreement, the Firm's standard litigation rate is \$350 per hour for senior attorneys and \$225 for associates. The provision of litigation legal services shall be contracted by amendment to this Agreement as set forth in paragraph 13.3.

13.3 The Authority through recommendation of the Executive Director and approval by its Board of Directors and the Firm may amend this Agreement to add additional services to be provided by the Firm or additional compensation beyond the amount stated herein.

13.4 The Firm shall render monthly invoices to the Authority for services that have been rendered in conformity with this Agreement in the previous month. Invoices will normally be paid within thirty (30) days following the Authority's receipt of the Firm's invoice.

13.5 All invoices should be itemized to identify each task performed and should reflect the actual time spent on each task, using 1/10 of an hour increments. Additionally, the personnel who perform each task must be specified.

13.6 The Authority will reimburse the Firm for any out-of-pocket expenses, including, but not limited to, filing fees, telephone conference call charges, postage charges, courier fees,

outside printing, photocopying, court reporting and transcription fees. Payment for some of these fees is outlined more specifically below.

In-house photocopying will be paid at the rate of ten cents (.10) per page. The number of copies made shall be specified.

Telephone conference calls must state the date, length of call, and per minute cost.

Any travel, per diem, mileage, or meal expenses, which may be reimbursable, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

For all disbursements, the Authority requires copies of paid receipts, invoices, or other documentation. Such documentation must be sufficient to establish that the expense was actually incurred and necessary in the performance of legal services provided.

14. URGENT LEGAL REPRESENTATION.

14.1 In matters that require urgent legal response that may be beyond that scope of services set forth in Exhibit "A" and must be addressed prior to the next scheduled Board meeting, the Firm may represent the Authority on matters regarding the ability of the Authority to provide safe drinking water, time sensitive responses to the initiation of litigation or to preserve the status quo of litigation matters. The Firm shall immediately provide written notice to the Executive Director and the Board of the representation. This representation shall only continue until the next Board meeting wherein this Agreement would be amended by the Board to reflect the additional services and compensation or the representation on the specific matter would terminate.

15. INSURANCE.

15.1 The Firm shall maintain during the term of this Agreement all insurance coverage as required hereunder.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$300,000 annual aggregate
Commercial General Liability Insurance	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability (optional /per case basis)	\$1,000,000 combined Single Limit
Workers' Compensation	Must be in accordance with State and Federal Laws (no minimum amount)

Proof of all insurance coverage shall be provided on the date of execution of this Agreement to the Authority. The Authority may request proof of coverage at any time and it shall be provided by the Firm within ten (10) days of the request.

16. NOTICES.

16.1 Any and all notices, amendments or alterations to this Agreement or any other communications provided for herein shall be given in writing by email and U.S. Mail. All notices to Authority shall be given to the Executive Director, Peace River Manasota Regional Water Supply Authority, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202 or such other address as may from time to time be designated in writing by Authority's Board of Directors. All notices to the Firm shall be given to Douglas Manson, Manson Bolves Donaldson, P.A., 1101 W. Swann Avenue, Tampa, Florida 33606.

17. COUNTERPARTS.

17.1 This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year set forth above.

Peace River Manasota Regional Water Supply Authority

ATTESTS:

By: 
Patrick Lehman, Executive Director

By: 
John R. Chappie, Chair

Manson Bolves Donaldson, P.A.

By: 
Douglas Manson, Shareholder

BOARD APPROVED

AUG - 5 2015

**Peace River Manasota
Regional Water Supply Authority**

EXHIBIT A – SCOPE OF SERVICES

The Firm shall perform the following specific General Counsel legal services:

A. Board

1. Attend all Regular and Special meetings of the Board and all Work Sessions.
2. Attend briefings of any Board members when so requested by the Executive Director or Board member in order to counsel the Board members on any legal matter which may come before the Board.
3. Prepare Board agenda items as needed.
4. Keep the Board informed of legislation or judicial opinions that may impact the Authority.
5. Provide interpretation of Authority governance documents to the Board as needed.
6. Assist the Executive Director with the preparation of the annual budget for all legal services.
7. Provide legal counsel and guidance, including rendering of legal opinions, to the Board in reference to any matters that pertain to the official duties of the Board.
8. Oversee the activities of any Special Counsel.

B. Staff

1. Provide legal assistance to the Executive Director and Authority staff on routine matters relating to:
 - (a) The acquisition or disposition of real property including, but not limited to, the preparation of deeds, leases, easements, and agreements;
 - (b) Agency operations, including obtaining necessary permits from other governmental agencies and property access and related issues;
 - (c) The procurement of goods and services, including the solicitation of bids and proposals, and the negotiation, drafting, approval, and interpretation of contracts;
 - (d) The informal resolution of bid protests and contract disputes;
 - (e) Grant funding;

- (f) Authority liability;
- (g) The preparation and interpretation of agency policies and Public Records Requests;
- (h) Agreements with member governments and other government entities;
- (i) Interpretation of governance documents; and
- (j) Other matters requiring legal assistance as necessary.

“Routine matters” include all activities up to, but not including, the filing of civil and administrative litigation. These activities include but are not limited to:

- Drafting and review of documents;
 - Participating in meetings with staff and others as needed; and
 - Handling telephonic and electronic communications as needed.
2. Keep the Executive Director and Authority staff informed of legislative and judicial developments.
 3. Provide legal counsel, guidance and opinions to the Executive Director and the Authority staff in reference to the operations of the Agency.
 4. Maintain legal files and provide to the Authority copies of all documents relating to matters the Firm is handling for the Authority.
 5. On a bi-monthly basis, the Firm will provide a brief written report on the permitting activities that may significantly impact the Peace River Basin.

C. Litigation and Legal Defense

1. From time to time, the Authority may choose to engage the services of attorneys and law firms that provide certain specialized legal services. The Board will do this under separate contract with said attorneys and law firm (“Special Counsel”). Nevertheless, the Firm shall be responsible for overseeing the activities of the Special Counsel.
2. This scope of work does not include litigation matters except as authorized in Paragraph 14. The Firm shall provide litigation services to the Authority under written separate work order or amendment to this Agreement setting forth the Firm’s current standard litigation fees and estimating a budget for the litigation process.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 4, 2017

CONSENT AGENDA
ITEM 7

Work Order with Locher Environmental Technology LLC for Replacement of Automatic Data Acquisition System (ADAS) on Reservoir 2

Recommended Action -

Motion to approve and authorize the Executive Director to execute Work Order 17-23204 with Locher Environmental Technology LLC for Replacement of Automatic Data Acquisition System on Reservoir 2 for a cost not to exceed \$112,357.76.

Reservoir 2 was placed into operation in July 2009. Safety and security measures for the Reservoir No. 2 embankment stability include monitoring of water level conditions in the embankment and flow conditions in various drains from the embankment. Data from 105 locations – mostly in the outer portion of the embankment are monitored and reported to 15 remote telemetry units (RTU's) on and around the embankment. The RTU's radio the data to the Authority's field office where it is reviewed by staff and consultants as an early warning system for potential problems in the embankment. This system is referred to as the Automatic Data Acquisition System (ADAS). The monitoring is also a permit (Environmental Resource Permit) requirement for Reservoir 2.

Failures in the RTU's for the ADAS system have increased significantly in the past year and key replacement parts are no longer available. Lightning strikes, age-related failures and ongoing maintenance issues have necessitated replacement of seven individual RTU's at Reservoir No. 2 over the past 12 months. The new RTU's being installed operate using state-of-the-art recording and transmission equipment and software that is readily available and non-proprietary (unlike the existing ADAS system equipment and software).

Considering the issues with the current ADAS system, Board approval of Work Order 17-23204 to Locher Environmental Technology is requested for replacement of the remaining eight ADAS RTU's for a total lump sum cost of \$112,357.76. The \$112,357.76 includes a \$10,000 owners allowance in the event of out of scope work. Replacement will be using the aforementioned state-of-the-art recording and transmission equipment and software. Locher has a continuing services contract with the Authority for Instrumentation and Controls Systems and Low/Medium Duty Electrical. They specialize in hydrologic and meteorological monitoring systems installation and maintenance.

Budget Action – No action needed. Funds available in R&R.

Attachments:

Work Order 17-23204 to Locher Environmental



**Peace River
Manasota**
Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, FL 34202
Phone (941) 316-1776

Purchase Order

Date	P.O. No.
8/28/2017	23204

Vendor
Locher Environmental LLC 752 Commerce Dr. Suite 3 Venice, FL 34292

Ship To
Peace River Manasota Regional WSA 8998 SW CR 769 Arcadia, FL 34269

Purchased By	Due Date	Ship Via
	12/31/2017	

Item	Description	Qty	Rate	Amount
533.479.10	Replacement of Reservoir 2 Automated Data Acquisition System RTU's: MRTU-1, RTU1,3,7,11,15,17 & 18	1	102,357.76	102,357.76
533.479.10	Owners Allowance	1	10,000.00	10,000.00

Authorized Signature	Total	\$112,357.76
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September 5, 2017

Attn: Samuel Stone
Land and Environmental Services Manager
Peace River Manasota Regional Water Supply
Authority C/O Peace River Regional Water Supply
8998 SW County Road 769
Arcadia, Florida 34269
Ph 863.491.7567

RE: Replacement of Reservoir 2 Automated Data Acquisition System RTU's

Scope: This proposal encompasses the updating and replacement of all existing enclosure instrumentation of MRTU-1, RTU-1, 3, 7, 11, 15, 17, and 18 consisting of the following task:

Item #1:

After Notice to proceed, contractor will order components and software (estimated 4 weeks). After delivery, contractor will need 8 weeks to install, test, and complete the scope of work listed below. The removal of the existing functional RTU and the installation of the new RTU will proceed and be completed.

Item #2:

Contractor will integrate all internal and external RTU components, test RV50 communications, revise the existing CRBasic program for recording raw data table and provide final data tables in the same format as the (3) existing ADAS daily log excel files, that will allow the owner to deliver finished data into the monthly EPMR's.

Item #3:

Field Service to include:

1. Remove existing RTU (radio, controller, modules) from existing enclosure
2. Install (mount) new CSI CR6 RTU system components inside existing enclosure
3. Install an enclosure RH sensor to monitor the humidity inside the enclosure. New enclosure door seals will be installed. The ventilation openings will be sealed in the existing enclosures.
4. Install new Aluminum mast at 5 ft. height with solar panel and cell antenna
5. Replace existing Ionizer Rod, ground wire, and ground clamps
6. Integrate (wire, program, test) CR6 RTU with existing Vibrating Wire Sensors

Locher Environmental Technology, LLC

752 Commerce Dr, Suite 3, Venice, FL 34292

Phone: (941) 483-3000

Fax: (443) 347-0534

E-mail: kevin@locherenv.com

7. Verify data accuracy by comparing RTU frequency & temperature values with CSI Field VWAnalyzer
8. Install one Barometric pressure sensor per RTU and the appropriate number of surge protection with mounts to protect the full number of piezometers feeding each RTU

Item #4:

LoggerNet Server IT Contractor Support to include:

1. Configure Setup for RTU Communication via IP Port for Automated Data Collection
2. Configure RTMC-Pro HMI for Visual Data Validation and Maintenance
3. Enable Alarm(s) for Out-of-Range Variables. The alarm indicator will be integrated into the RTMC HMI, under a tab labeled "Alarms". The alarm trigger value and the date/time of the event will be displayed. The operator will be required to acknowledge the alarm condition prior to clearing by using the right click on the mouse. The alarm triggers will include low battery for voltage levels < 11.80 Volts over a 24-hour period, solar panel charge current of < 0.01 Amps over a 24-hour period, and percent difference of > 20 of two consecutive sensor readings;

$$\frac{|V_1 - V_2|}{\frac{(V_1 + V_2)}{2}} \times 100$$

4. Install / Configure Automated Task Functionality for Data Import into existing Excel, includes existing two data tables (Raw Data and Final Report Data). The end product will deliver functional, accurate data into a format that matches the (3) ADAS daily log excel files, which allow the owner to deliver accurate data into the existing monthly EPMR.

Item #5:

Training on Diagnostics Tools available in software

The task will be invoiced 100% upon completion of all tasks as outlined. The deliverables to include the installation of materials listed on page 3, O&M Manuel Documentation with pictures, RTU wiring drawing, CRBasic Program(s), and operation of automated data import functionality for raw data and final report data into excel, which will match the (3) existing ADAS daily log excel files.

Owner to Provide:

The owner will activate the (8) new Verizon cellular lines on the owners M2M Verizon account. Each line must be activated with an unrestricted static IP. The cellular modem will be password protected with an activated IP filter, accessible only by Peace River Authorities Server (provide the static IP address of the server) and Locher Environmental Technology (for support).

Locher Environmental Technology, LLC

752 Commerce Dr, Suite 3, Venice, FL 34292

Phone: (941) 483-3000

Fax: (443) 347-0534

E-mail: kevin@locherenv.com

Itemized Cost Breakdown:

MRTU-1, RTU-1, 3, 7, 11, 15, 17, and 18

PROCUREMENT OF EQUIPMENT:

<u>Item</u>	<u>P/N</u>	<u>Description</u>	<u>Qty</u>	<u>Price ea.</u>	<u>Subtotal</u>	<u>Total</u>
1	CR6	CSI Measurement & Control Datalogger	8	1,900.00	15,200.00	15,200.00
2	CS210	Enclosure Humidity Sensor, 1' Cable	8	110.00	880.00	880.00
3	AM16/32B	CSI Multiplexer (RTU 18 not required)	7	565.00	3,955.00	3,955.00
4	LAB3-DN	Geokon Surge Protector with Mount: MRTU-1: 6 VW, 2 SF, 1 RL RTU-1: 6 VW, 2 SF RTU-3: 6 VW RTU-7: 6 VW RTU-11: 6 VW, 1 SF RTU-15: 6 VW RTU-17: 6 VW RTU-18: 1 VW	43	155.00	6,665.00	6,665.00
5	LAB3-DN	Geokon Surge Protectors for existing Geokon Datalogger System (future): MRTU-1: plus 5 Geokon VW RTU-11: plus 6 Geokon VW RTU-15: plus 6 Geokon VW RTU-17: plus 9 Geokon VW	26	155.00	4,030.00	4,030.00
6	CURS100	CSI Shunt Resister for 4-20ma Input	6	33.00	198.00	198.00
7	PTB1101A1AB	Vaisala Barometric Pressure Sensor	8	962.00	7,696.00	7,696.00
8	RV50	Sierra Wireless Airlink 4G Industrial LTE Cellular Gateway	8	599.00	4,792.00	4,792.00
9	32252	RV50 Mounting Kit	8	25.00	200.00	200.00
10	18663	Null Modem Cable 9-Pin MM, 1ft	8	5.00	40.00	40.00
11	13055	CPI/RS232 RJ45 to DB9 Male cable	8	8.00	64.00	64.00
12	31317	Surge Protection Kit, Type N to SMA, 700- 2700MHz, 18 inches	8	210.00	1,680.00	1,680.00
13	18098	Cellular Antenna Mounting Stand	8	49.00	392.00	392.00
14	TRA6927	Cellular Antenna, 3/4G Multi-B, 3.5dB	8	55.00	440.00	440.00
15	COAX-MN-L10	Antenna Cable LMR195, NM, 10 Ft	8	69.00	552.00	552.00
16	CH200	CSI Smart 12V Charging Regulator	8	325.00	2,600.00	2,600.00
17	20769	CH200 SDI-12 Interface cable, 2 Ft	8	34.00	272.00	272.00
18	8061	BP12 Shelf Mounting Bracket (Peace River to provide 12Vdc 12aH Battery)	8	24.00	192.00	192.00
19	22024	BP12 & BP24 Battery Cable, 24 inch	8	12.00	96.00	96.00
20	SP20-BIRD-SPIKES	20-Watt Solar Panel, Pole Mount Bracket, 15 Ft Cable, Bird Spikes	8	330.00	2,640.00	2,640.00
21	P-SCH40-1.500	Mast for Solar Panel and Antenna, Aluminum 1.50 in., Sch 40, 5 ft, (2) SST U-Bolt for Mounting	8	82.00	656.00	656.00
22	LM-PP31A	Lightning Ionizer Rod, Aluminum, 1.50 in. Pipe Clamp, Enc Gnd Lug, 15 Ft #4 Copper Srd Wire, Gnd Rod Clamp	8	310.00	2,480.00	2,480.00
23	SPECIAL	Hoffman Nema 4X Door Seal Material	8	41.00	328.00	328.00
24	7845K36	SST Hole Plug, 3-inch	8	83.00	664.00	664.00

Locher Environmental Technology, LLC

752 Commerce Dr, Suite 3, Venice, FL 34292

Phone: (941) 483-3000

Fax: (443) 347-0534

E-mail: kevin@locherenv.com

25	9357K13	PVC Submersible Hole Plug for 1 to 1-1/4 Inch opening	24	16.00	384.00	384.00
26	4596K448	Thick-Wall PVC Bushing Reducing Adapter, 3 x 2 NPT	8	15.00	120.00	120.00
27	4596K444	Thick-Wall PVC Bushing Reducing Adapter, 2 x 1-1/4 NPT	8	8.00	64.00	64.00
28	75145K35	Liquid-Tight Flexible Plastic Conduit Adapter, Straight, 1-1/4 Twist-in Female x 1-1/4 NPT Male, Gray	16	10.00	160.00	160.00
29	8465K25	Continuous-Flex Liquid-Tight Plastic Conduit 1-1/4 Trade Size, 2 Ft	8	38.00	304.00	304.00
30	INTEGRATION	Hour(s) Technician Level 3; RTU In-Office Assembly, Programming, Testing (12 Hrs/RTU @ \$146/Hr)	8	1,752.00	14,016.00	14,016.00
31	FIELD-ENG	Hour(s) Technician Level 3; On-Site Field Service with 2 Men (16 Hrs/RTU @ \$146/Hr)	8	2,336.00	18,688.00	18,688.00
32	TRAVEL	Day(s); Truck for on-site field service: \$120.00 per day flat rate, includes mileage.	8	120.00	960.00	960.00
33	INTEGRATION	Hour(s) Technician Level 3; Modify Script for Excel Import of Data for "Raw" Data and "Final Report" Data (5 Hrs/RTU @ \$146/Hr)	8	730.00	5,840.00	5,840.00
34	PM	Hour(s) Project Management; Complete Deliverables, Operational Manual, As-Build Drawing, Pgm Documentation, Invoicing per Contract (2 Hrs/RTU @ \$175/Hr)	8	350.00	2,800.00	2,800.00

Subtotal: 100,048.00

Freight: 2,309.76

Total: \$102,357.76

Terms: Contract
 FOB: Factory
 Project Completion: 4 Weeks ARO

Sincerely,

Kevin Locher – Project Manager

Locher Environmental Technology, LLC

752 Commerce Dr, Suite 3, Venice, FL 34292

Phone: (941) 483-3000

Fax: (443) 347-0534

E-mail: kevin@locherenv.com

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 4, 2017

CONSENT AGENDA
ITEM 8

Piggy-Back Desoto County Contract with Benchmark EnviroAnalytical Inc., for Water Quality Analysis

Recommended Action -

Motion to approve piggy-backing on Desoto County's Contract with Benchmark EnviroAnalytical Inc., for water quality analysis, and authorization for the Executive Director to execute an Agreement for these services.

The Authority requires ongoing water quality analytical services associated with our water treatment, storage, distribution and monitoring operations. The Authority's existing contract for these services is with Benchmark EnviroAnalytical Inc. [Palmetto, Fl.] and is expiring September 30, 2017. The Authority has received excellent service at very good pricing from this local company for many years and staff proposes to continue these lab services through a piggy-back arrangement on DeSoto County's contract with Benchmark EnviroAnalytical (Benchmark). DeSoto County completed a very thorough and competitive selection process for water quality analytical services for the County Utilities Department in 2015, selecting Benchmark to provide these services. The DeSoto contract term is up to 4 years (initial 2-year term with up to two - one year extensions). The 2015 prices for services in DeSoto County's contract overall are very similar to, or less than those in the Authority's 2012 contract with Benchmark.

Section 189.4221 Florida Statutes, and Article 9 of the Authority's Procurement Policy allow the Authority, as a Special District to "piggyback" on contracts from other local government, municipality or other Special Districts for commodities and contractual services as long as the following requirements are met:

- The Authority's procurement process is similar to that used by the other local government to procure the commodities or services (*confirmed*)
- The Authority accepts the same terms as the contracting local government (*confirmed*)
- The contractor will agree to the "piggybacking" (*confirmed*)

Staff recommends Board approval for Authority piggy-backing on the Desoto County water quality analytical services contract with Benchmark EnviroAnalytical, Inc., and Board Authorization for the Executive Director to execute a general services contract with Benchmark EnviroAnalytical Inc., for water quality analysis. Supporting materials are attached.

Budget Actions: None. Funds are in the approved FY 2018 budget for 'Outside Lab Services'

Attachments

- Tab A Authority Agreement to Piggy-Back on DeSoto County contract for laboratory services.
- Tab B Vendor correspondence agreeing to piggy-back contract arrangement.
- Tab C DeSoto County bid and contract documents for laboratory services.

TAB A
Authority Agreement to Piggy-Back on DeSoto County contract for laboratory services

CONTRACT BETWEEN PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY AUTHORITY
AND BENCHMARK ENVIROANALYTICAL, INC.
FOR WATER QUALITY ANALYSIS

This Contract is entered into by and between the Peace River Manasota Regional Water Supply Authority ("Authority"), whose address is, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, and Benchmark EnviroAnalytical, Inc., whose address is 1711 12th Street East, Palmetto, Florida 34221, under the terms and conditions set forth in the August 24, 2015 Benchmark EnviroAnalytical Inc., contracted with Desoto County Florida, for Water Quality Analytical Services ("Contract") [Attached hereto].

Section 189.4221 Florida Statutes (F.S.) and Article 9 of the Peace River Manasota Regional Water Supply Authority Procurement Policy allows the Authority, as a Special District, to "piggyback" on contracts from other local governments, municipalities or other Special Districts for commodities and contractual services. On October 4, 2017, the Authority's Board approved "piggybacking" on DeSoto County's contract with Benchmark EnviroAnalytical Inc.

All the terms and conditions, covenants and representations contained in the Contract, except as modified by this document, are hereby incorporated by reference and deemed to be a part of the Contract as if fully set forth herein. The terms and conditions set forth below will supersede any inconsistent terms and conditions set forth in the Contract and any amendments thereto.

1. Substituted Party. All references in the Contract to Desoto County shall extend, and be equally applicable, to the Authority for work performed hereunder by Benchmark EnviroAnalytical Inc for the Authority. Except for terms that conflict with those herein, both the Authority and Benchmark EnviroAnalytical Inc., agree to be equally bound by the Contract as if it were fully and directly entered into between the Authority and Benchmark EnviroAnalytical Inc.
2. Taxes. The Authority is exempt from payment of all sales, use or excise taxes.
3. Payment. The Authority will make payment(s) in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, F.S.
4. Contingency. The Authority's performance and obligations to pay under the Contract is contingent upon the Authority's Board appropriating funds for each year of this Contract.
5. Venue. Any action referenced in the Contract will be brought in Sarasota County, Florida.
6. Public Record Law. Each party will allow public access to documents and materials made or received by either party in connection with this transaction in accordance with Florida's Public Records Act, Chapter 119, F.S. The Authority will not be required to hold confidential any information or records required to be made available to the public pursuant to Section 119, F.S.
7. Insurance. All policies of insurance, except Workers Compensation, shall contain endorsements naming the "Peace River Manasota Regional Water Supply Authority, its officers, employees, agents and volunteers" as additional insured with respect to liabilities arises out of the performance of services contained herein.

8. Survival. Provisions in the Contract that survive termination or expiration include those relating to liability, indemnification, governing law, public records law, confidentiality, and others which by their nature are intended to survive.

Should any representative of Benchmark EnviroAnalytical Inc., have any questions for operating under this Contract, Mike Coates is the Authority's contact representative. His phone number is: 941-316- 1776.

Peace River Manasota
Regional Water Supply Authority

Date

Patrick J. Lehman, Executive Director

Benchmark EnviroAnalytical, Inc.

Date

Dale D. Dixon, Laboratory Director

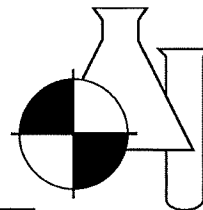
PREPARED BY

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

TAB B
Vendor correspondence agreeing to piggy-back contract arrangement

BENCHMARK

EnviroAnalytical, Inc.



August 28, 2017

Mike Coates, P.G.
Deputy Director
PRMRWSA

Mr. Coates,

This letter confirms Benchmark is amenable to allowing PRMRWSA to piggyback DeSoto County contract for Bid No. 15-16-00IT6. Water Quality Analysis was awarded to Benchmark EA by DeSoto County Board of Commissioners on August 24, 2015

Regards.

A handwritten signature in cursive script, appearing to read 'Dale Dixon'.

Dale Dixon, Ph.D.
Laboratory Director

TAB C
DeSoto County bid and contract documents for laboratory services

Original

DeSoto County Board of County Commissioners
Purchasing Division
201 E. Oak Street Suite 203
Arcadia, FL. 34266
PH: 863-993-4816
Fax: 863-993-4819
www.desotobocc.com



Project Number: 15-16-00 Invitation to Bid

Title: DeSoto County Contract for Water and Wastewater Quality Sampling and Laboratory Testing Services.

Description: DeSoto County Board of County Commissioners are seeking formal Proposals for Water and Wastewater Quality Sampling and Laboratory Testing Services for the DeSoto County Utilities Water and Wastewater Treatment Plants, Water and Wastewater Systems and Spray Fields as indicated within the context of this Bid.

Pre-Bid/Proposal Conference: NO PRE-BID/PROPOSAL CONFERENCE WILL BE HELD FOR THIS BID

Bid/Proposal Due Date: July 23, 2015 @ 2:00 PM

Bids must be submitted at the Purchasing office-201 E. Oak St., Suite 203, Arcadia, Fl. 34266.

Bids submitted after the indicated time will not be considered but returned unopened to sender.

For additional information, contact: Cindy Talamantez, CPPB Purchasing Manager
(863)-993-4816 email: c.talamantez@desotobocc.com

Special Instructions: Submit one (1) original marked as such and two (2) copies.

BIDDER/PROPOSER REGISTRATION

FAX: (863)993-4819

Please register as a plan holder using this form. Only registered vendors will be contacted with notices of changes or addenda to this bid package. Complete and return this form by fax or mail to the Purchasing office at the address listed above.

Company Name: BENCHMARK ENVIRONMENTAL INC

Contact person: DALE DIXON

Mailing address: 1711 12TH ST E.

City: PALMETTO State: FL Zip code: 34221

PH: 941-723-9986 FAX: 941-723-6061 email: dale.dixon@benchmarkea.net

Notes:

Documents may also be obtained by using www.demandstar.com

All questions must be submitted in writing by contacting the purchasing department.

DeSoto County reserves the right to reject any and all bids, to waive any informalities, and to accept all or any bid as deemed in the best interest of the County.

Unless otherwise noted, Payment of goods or services as a result of this solicitation will be made in accordance with Florida Statute.

All first time vendors must submit a W-9 Form with their response.

PLEASE NOTE: The County's servers will not allow some emails access to our system. We have opened an account with Google – desotopurchasing@gmail.com. If you have questions, please post to both email addresses to ensure receipt and that all questions will be answered in a timely manner.

**BID FORM DESOTO COUNTY UTILITIES
ANNUAL REQUIREMENT FOR LAB TESTING OF WASTEWATER SAMPLES**

DESOTO COUNTY REGIONAL WASTEWATER TREATMENT PLANT			
Influent	Frequency	Per Year	Per Test Cost
BOD, Carbonaceous 5 day	Weekly	52	\$ 16.00
Solids, Total Suspended	Weekly	52	\$ 8.58
Effluent	Frequency	Per Year	Per Test Cost
BOD, Carbonaceous 5 day	Weekly	52	\$ 16.00
Solids, total Suspended	Weekly	52	\$ 8.58
Coliform, Fecal	Weekly	52	\$ 10.45
Total Phosphorus	Monthly	12	\$ 11.00
Total Nitrogen	Monthly	12	\$ 22.00
Drinking Water Standards	Frequency	Per 5 Years	Per Test Cost
Primary and Secondary Inorganics	Every 5 years before Permit Renewal	1	\$ 370.80
Radium 226 & 228	Every 5 Years before Permit Renewal	1	\$ 158.40
Dioxins	Every 5 Years before Permit Renewal	1	\$ 300.00
Reclaim Water Analysis	Frequency	Per 5 Years	Per Test Cost
Giardia <i>ANALYSIS ONLY</i>	Every 5 Years after Permit Renewal	1	\$ 300.80
Cryptosporidium <i>ANALYSIS ONLY</i>	Every 5 Years after Permit Renewal	1	\$ 300.80
Wastewater Residuals (Sludge) analysis for landfill application.			
NOTE: Sludge Analysis tests are to include all tests listed below per testing period.			
Parameter	Frequency	Per Year	Per Test Cost
Total Solids	Annually	1	\$ 8.58
Ph	Annually	1	\$ 5.50
Total Nitrogen	Annually	1	\$ 22.00
Potassium	Annually	1	\$ 6.60
Total Phosphorus	Annually	1	\$ 11.00
Arsenic	Annually	1	\$ 6.60
Cadmium	Annually	1	\$ 6.60
Copper	Annually	1	\$ 6.60
Lead	Annually	1	\$ 6.60
Molybdenum	Annually	1	\$ 6.60
Nickel	Annually	1	\$ 6.60
Selenium	Annually	1	\$ 6.60
Zinc	Annually	1	\$ 6.60
Mercury	Annually	1	\$ 24.20
		Page Total	\$ 1654.09

DESOTO CORRECTIONAL INSTITUTION WASTEWATER TREATMENT PLANT

<u>Influent</u>	<u>Frequency</u>	<u>Per Year</u>	<u>Per Test Cost</u>
BOD, Carbonaceous 5 day	Monthly	12	\$ 16.00
Solids, Total Suspended	Monthly	12	\$ 8.58
<u>Effluent</u>	<u>Frequency</u>	<u>Per Year</u>	<u>Per Test Cost</u>
BOD, Carbonaceous 5 day	Every two weeks	26	\$ 16.00
Solids, Total Suspended	Every two weeks	26	\$ 8.58
Coliform, Fecal	Every two weeks	26	\$ 10.45
<u>Drinking Water Standards</u>	<u>Frequency</u>	<u>Per 5 Years</u>	<u>Per Test Cost</u>
Primary and Secondary Inorganics	Every 5 Years before Permit Renewal	1	\$ 370.80
Radium 226 & 228	Every 5 Years before Permit Renewal	1	\$ 158.40
Dioxins	Every 5 Years before Permit Renewal	1	\$ 300.00
<u>Reclaim Water Analysis</u>	<u>Frequency</u>	<u>Per 5 Years</u>	<u>Per Test Cost</u>
Giardia <i>ANALYSIS ONLY</i>	Every 5 Years after Permit Renewal	1	\$ 300.80
Cryptosporidium <i>ANALYSIS ONLY</i>	Every 5 Years after Permit Renewal	1	\$ 300.80

LAKE SUZY WASTEWATER TREATMENT PLANT

<u>Influent</u>	<u>Frequency</u>	<u>Per Year</u>	<u>Per Test Cost</u>
BOD, Carbonaceous 5 day	Monthly	12	\$ 16.00
Solids, Total Suspended	Monthly	12	\$ 8.58
<u>Effluent</u>	<u>Frequency</u>	<u>Per Year</u>	<u>Per Test Cost</u>
BOD, carbonaceous 5 day	Every two weeks	26	\$ 16.00
Solids, Total Suspended	Every two weeks	26	\$ 8.58
Coliform, Fecal	Every two weeks	26	\$ 10.45
Total Nitrogen	Every two weeks	26	\$ 22.00
<u>Drinking Water Standards</u>	<u>Frequency</u>	<u>Per 5 Years</u>	<u>Per Test Cost</u>
Primary and Secondary Inorganics	Every 5 Years before Permit Renewal	1	\$ 370.80
Radium 226 & 228	Every 5 Years before Permit Renewal	1	\$ 158.40
Dioxins	Every 5 Years before Permit Renewal	1	\$ 300.00
<u>Reclaim Water Analysis</u>	<u>Frequency</u>	<u>Per 5 Years</u>	<u>Per Test Cost</u>
Giardia	Every 5 Years after Permit Renewal	1	\$ 300.80
Cryptosporidium	Every 5 Years after Permit Renewal	1	\$ 300.80
		Page Total	\$ 3007.82

ITEM II: SCHEDULE OF TEST-EFFLUENT SPRAY FIELD (DEP PERMIT)

A. GROUND WATER MONITORING WELLS QUARTERLY ANALYSIS:

There are currently two (2) Wastewater Treatment Plants owned and operated by DeSoto County Utilities. All wells established by permit for ground water monitoring will be sampled by the contracted lab and analyzed each calendar quarter for the following parameters. Additional samples, wells and parameters may be required based upon subsequent analyses (samples to be collected in January, April, July and October) or other dates approved by the Utilities Department personnel.

GROUND WATER MONITORING WELL TESTING FOR SIX (6) WELLS – DESOTO COUNTY REGIONAL WASTEWATER TREATMENT PLANT			
Parameter	Frequency	Per Year	Per Test Cost
Water Level NGVD	Quarterly	4	\$ 8.92
Nitrogen, Nitrate, Total (as N)	Quarterly	4	\$ 8.19
Solids, Total Dissolved (TDS)	Quarterly	4	\$ 8.19
Arsenic, Total Recoverable	Quarterly	4	\$ 8.19
Chlorides (as C1)	Quarterly	4	\$ 8.19
Cadmium, Total Recoverable	Quarterly	4	\$ 8.19
Chromium, Total Recoverable	Quarterly	4	\$ 8.19
Lead, Total Recoverable	Quarterly	4	\$ 8.19
Coliform, Fecal	Quarterly	4	\$ 15.75
pH *	Quarterly	4	\$ 8.92
Sulfate, Total	Quarterly	4	\$ 8.19
Turbidity *	Quarterly	4	\$ 8.92
Sodium, Total Recoverable	Quarterly	4	\$ 8.19
Specific Conductance *	Quarterly	4	\$ 8.92
Temperature (C), Water *	Quarterly	4	\$ 8.92
Dissolved Oxygen (DO) *	Quarterly	4	\$ 8.92
		Total	\$ 142.98

* Refer to FDEP Operating Permit

GROUND WATER MONITORING WELL TESTING FOR SIX (6) WELLS DESOTO CORRECTIONAL INSTITUTION WWTP			
Parameter	Frequency	Per Year	Per Test Cost
Water Level NGVD	Quarterly	4	\$ 8.92
Nitrogen, Nitrate, Total (as N)	Quarterly	4	\$ 8.19
Solids, Total Dissolved (TDS)	Quarterly	4	\$ 8.19
Arsenic, Total Recoverable	Quarterly	4	\$ 8.19
Chlorides (as C1)	Quarterly	4	\$ 8.19
Cadmium, Total Recoverable	Quarterly	4	\$ 8.19
Chromium, Total Recoverable	Quarterly	4	\$ 8.19
Lead, Total Recoverable	Quarterly	4	\$ 8.19
Coliform, Fecal	Quarterly	4	\$ 15.75
pH *	Quarterly	4	\$ 8.92
Sulfate, Total	Quarterly	4	\$ 8.19
Turbidity *	Quarterly	4	\$ 8.92
Sodium, Total Recoverable	Quarterly	4	\$ 8.19
Specific Conductance *	Quarterly	4	\$ 8.92
Temperature (C), Water *	Quarterly	4	\$ 8.92
Dissolved Oxygen (DO) *	Quarterly	4	\$ 8.92
		Total	\$ 142.98

* Refer to FDEP Operating Permit

DESOTO COUNTY UTILITIES
ANNUAL REQUIREMENTS FOR LAB TESTING OF WATER SAMPLES
The following are tests that may be required throughout the year:

DESOTO CORRECTIONAL INSTITUTION WATER TREATMENT PLANT			
Parameter	Frequency	Per Year	Per Test Cost
Bacteriological	Monthly (7-Samples)	12	\$ 9.00
	Unscheduled/Emergency - Weekday (2-Samples)	6	\$ 30.00
	Unscheduled/Emergency- Weekend (2-Samples)	6	\$ 50.00
Primary and Secondary Inorganics	Every Three Years	1 – per 3 years	\$ 370.80
Nitrate/Nitrite	Annual	1	\$ 8.40
Gross Alpha	Every Three Years	1 – per 3 years	\$ 30.00
Radium – 226	Every Three Years	1 – per 3 years	\$ 69.00
Radium – 228	Every Three Years	1 – per 3 years	\$ 75.00
Uranium	Every Three Years	1 – per 3 years	\$ 55.00
TTHM	Annually	1	\$ 36.68
HAA5	Annually	1	\$ 90.00
Pesticides / PCB's - also known as (S.O.C. - Synthetic Organic Contaminates	Every Three Years	1 – per 3 years	\$ 857.00
TDS	Quarterly (3 Wells – 4,6 & 8)	4	\$ 8.59
Chloride	Quarterly (3 Wells – 4,6 & 8)	4	\$ 8.40
Sulfate	Quarterly (3 Wells – 4,6 & 8)	4	\$ 8.40
Lead	Every Three Years	1 – per 3 years	\$ 6.60
Copper	Every Three Years	1 – per 3 years	\$ 6.60
V.O.C	Every Three Years	1 – per 3 years	\$ 75.00
		Total	\$ 1794.47

LAKE SUZY WATER SYSTEM			
Parameter	Frequency	Per Year	Per Test Cost
Bacteriological	Monthly (4-Samples)	12	\$ 9.00
	Unscheduled/Emergency-Weekday (2-Samples)	6	\$ 30.00
	Unscheduled/Emergency Weekend (2-Samples)	6	\$ 50.00
Nitrate/Nitrite	Annual	1	\$ 8.40
TTHM	Quarterly	4	\$ 36.68
HAA5	Quarterly	4	\$ 70.00
Lead	Every Three Years	1 – per 3 years	\$ 6.60
Copper	Every Three Years	1 – per 3 years	\$ 6.60
		Total	\$ 237.28

DESOTO COUNTY PUBLIC WATER SUPPLY SYSTEM			
Parameter	Frequency	Per Year	Per Test Cost
Bacteriological	Monthly (4-Samples)	12	\$ 9.00
	Unscheduled/Emergency – Weekday (2-Samples)	6	\$ 30.00
	Unscheduled/Emergency – Weekend (2-Samples)	6	\$ 50.00
Nitrate/Nitrite	Annually	1	\$ 8.40
TTHM	Quarterly	4	\$ 36.68
HAA5	Quarterly	4	\$ 70.00
Lead	Every Three Years	1 – per 3 years	\$ 6.60
Copper	Every Three Years	1 – per 3 years	\$ 6.60
		Total	\$ 237.28

TRANSPORTATION WATER SYSTEM			
Parameter	Frequency	Per Year	Per Test Cost
Bacteriological	Quarterly (3-Samples)	4	\$ 9.00
	Unscheduled/Emergency – Weekday (2-Samples)	6	\$ 30.00
	Unscheduled/Emergency – Weekend (2-Samples)	6	\$ 50.00
Nitrate/Nitrite	Annually	1	\$ 8.40
Radium – 226	Annually	1	\$ 69.00
Radium - 228	Annually	1	\$ 75.00
		Total	\$ 241.40

NOTE:

* All parameters will meet FDEP permit conditions in all facilities operated by DeSoto County Utilities.

* Amount of tests per location may change due to unforeseen failed tests.

CONTRACT FOR WATER WASTEWATER QUALITY SAMPLING & LABORATORY TESTING

TOTAL FOR ALL TEST ALL PAGES

\$ 7,453.30

WRITE OUT AMOUNT:

Seven Thousand Four Hundred fifty-three
and 30/100 dollars

Company Name: BENCHMARK ENVIROANALYTICAL, INC.

Contact Name: DALE DIXON

Address: 1711 12TH STREET EAST

City & State: PALMETTO, FL 34221

Phone: 941-723-9986

Fax: 941-723-6061

E-mail: dale.dixon@BenchmarkEA.net

SIGNATURE: _____

DATE: 07/20/2015

**This official bid form must be completed and used in submitting bid.
The Board reserves the right to accept or reject all bids, or any parts thereof.**

QUALIFICATIONS STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: **PURCHASING DEPARTMENT**
ADDRESS: **201 E. OAK STREET, SUITE 203**
ARCADIA, FLORIDA 34266

CIRCLE ONE

SUBMITTED BY: BENCHMARK ENVIROANALYTICAL, INC.

Corporation

NAME: DALE DIXON

Partnership

ADDRESS: 1711 12TH STREET, PALMETTO, FL 34221

Individual

PRINCIPAL OFFICE: PALMETTO, FL

Joint Venture

Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is: BENCHMARK ENVIROANALYTICAL, INC.

The address of the principal place of business is: 1711 12TH STREET EAST
PALMETTO, FL 34221

2. If the Offeror is a corporation, answer the following:

- a. Date of Incorporation: JUNE 13, 1995
- b. State of Incorporation: FLORIDA
- c. President's name: KATHARINE A. DIXON
- d. Vice President's name: KATHARINE A. DIXON
- e. Secretary's name: KATHARINE A. DIXON
- f. Treasurer: KATHARINE A. DIXON
- g. Name and address of Resident Agent: N/A

3. If Offeror is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

20 YEARS

a. Under what other former names has your organization operated?

BENCHMARK ANALYTICAL LABORATORIES, INC. 1992-1995

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of the proposal. Please attach certificate of competency and/or state registration.

NELAP E84167

8. Have you personally inspected the site of the proposed work?

Yes _____

No _____

9. Did you attend the Pre-Proposal Conference? N/A

10. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

No

11. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

No

12. State the names, telephone numbers and last known addresses of three (3) businesses with the most knowledge of work which you have performed, and to which you refer (governmental entities are preferred as references).

NAME	CONTACT	ADDRESS	PHONE
SARASOTA COUNTY ENVIRONMENTAL RESOURCES	CESAR RODRIGUEZ	2817 CATTLEMEN Rd. SARASOTA, FL 34232	941-650-9834
CHARLOTTE COUNTY UTILITIES	SANDRA LAVOIE	25550 HARBORVIEW DR UNIT 1 FORT CHARLOTTE, FL 33980	941-764-4593
CHARLOTTE COUNTY PUBLIC WORKS STORM WATER	JOANNE VERNON		941-575-3661

13. List the pertinent experience of the key individual of your organization (continue on insert sheet, if necessary).

SEE ATTACHED 1 PAGE RESUME OF DALE DIXON

14. State the name of the individual who will have personal supervision of the services: NORTH PORT LABORATORY - BENCHMARK EA SOUTH

MELINDA MERCHANT - NORTH PORT, FL 941-625-3137

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATION TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Katharine D. Dixon

SIGNATURE

State of Florida
County of Manatee

On this the 20th day of JULY, 2015, before me, the undersigned Notary Public of the State of Florida, personally appeared

Katharine Dixon and
(Name(s) of individual(s) who appeared before Notary)

whose name(s) in/ are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

Sarah Johnson
(Name of Notary Public: Print, stamp, or type as commissioned.)

Personally known to me, or
 Produced identification:



DID take the oath, or
 DID NOT take the oath.

HOLD HARMLESS

Contractor shall indemnify and hold harmless the County, and the County's officers and employees from and against any and all liability, costs, losses, and damages (including but not limited to reasonable attorney's fees) arising out of or to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Contractor and other persons employed by or utilized by Contractor in their performance under this Contract.

Type of Organization (Please Check One): Individual Ownership Joint Venture
 Partnership Corporation

Name of Bidding Firm:

BENCHMARK ENVIROANALYTICAL, INC.

Mailing Address:

1711 12TH STREET EAST, PALMETTO, FL 34221

Location Address:

1711 12TH STREET EAST, PALMETTO, FL 34221

City & State: PALMETTO FL ZIP: 34221

Telephone: 941-723-9986 Fax Number: 941-723-6061

Name/Title of person authorized to bind the Company: KATHARINE A. DIXON, PRES.

Signature of person authorized to bind the Company: *Katharine A. Dixon*

Date: 07/20/2015

PLEASE NOTE: THIS PROJECT WOULD BE MANAGED FROM THE
NORTH PORT LABORATORY
1001 CORPORATE AVENUE, SUITE 102
NORTH PORT, FL 34289

MANAGER IN CHARGE IS MELINDA MERCHANT 941-625-3137

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Benchmark EnviroAnalytical Inc (name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature: Cal Carter

Dated: 07-20-15

**SWORN STATEMENT UNDER SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES - 00360**

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF FLORIDA
COUNTY OF MANATEE

Before me, the undersigned, personally appeared who, being by me first duly sworn, made the following statement:

1. The business address of BENCHMARK ENVIROANALYTICAL, INC. [name of firm]

is 1711 12TH STREET EAST, PALMETTO, FL 34221

2. My relationship to BENCHMARK ENVIROANALYTICAL, INC. [name of firm]

is PRESIDENT
[relationship, such as sole proprietor, partner, president, vice president].

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executive, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the firm nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the firm nor any affiliate of the

firm has been convicted of a public entity crime subsequent to July 1, 1989.

[Draw a line through paragraph 6 if paragraph 7 below applies.]

~~7. There has been a conviction of a public entity crime by the firm, or an officer, director, executive, partner, shareholder, employee, member or agent of the firm who is active in the management of the firm or an affiliate of the firm. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted vendor list. The name of the convicted person or affiliate is _____.~~

A copy of the order of the Division of Administrative Hearings is attached to this statement.

[Draw a line through paragraph 7 if paragraph 6 above applies.]

Katharine C. Dixon

SIGNATURE

State of Florida
County of Manatee

On this the 20th day of July, 2013, before me, the undersigned Notary Public of the State of Florida, personally appeared Katharine Dixon and

(Name(s) of individual(s) who appeared before Notary)
whose name(s) in/ are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

Sarah Johnson
(Name of Notary Public: Print, stamp, or type as commissioned.)



Personally known to me, or

Produced identification:

DID take the oath, or

DID NOT take the oath.

NON-COLLUSION AFFIDAVIT

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any DeSoto County, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any DeSoto County, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

County employees may not contract with the County through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

Immediate family members (spouse, parents and children) are also prohibited from contracting with the County subject to the same general rules. Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the County Procurement Policy.

NAME	RELATIONSHIPS

In the event the vendor does not indicate any names, the County shall interpret this to mean that the vendor has indicated that no such relationships exist.

AFFIDAVIT

STATE OF FLORIDA, COUNTY OF DESOTO

BEFORE ME, the undersigned authority, personally came and appeared,

Katharine Dixon, who after being duly sworn, deposed and said that he is the fully authorized President of Benchmark Environmental (hereinafter referred to as affiant), and said affiant further said:

(1) That affiant has not and will not employ any person either directly or indirectly, to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the project or in securing the public contract are in the regular course of their duties for the affiant; and

(2) That no part of the contract price was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly

employed by the affiant whose services with the project are in the regular course of their duties for the affiant.

AFFIANT
SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 20th DAY OF July, 2015. NOTARY PUBLIC

AFFIANT

Company Name: BENCHMARK ENVIROANALYTICAL, INC.

Address: 1711 12TH ST. E, PALMETTO, FL 34221

Phone Number: 941-723-9986

Signature: Katharine L. Johnson

NON-COLLUSION AFFIDAVIT IN THE STATE OF

Florida IN THE COUNTY OF Manatee

being first duly sworn, on oath, says that the bid above submitted is a genuine and not a sham or collusive bid or made in the interest of or on behalf of any person not therein named, and s/he further says that the said Bidder has not directly or indirectly induced or solicited any Bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding, and that said Bidder has not in any manner sought by collusion to secure her/himself an advantage over any other bidder or bidders. Subscribed and sworn before me this 20th day of July, 2015 NOTARY PUBLIC in and for the State of

Florida
Seal

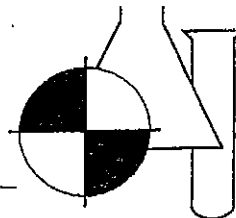
Signature

[Signature]



BENCHMARK

EnviroAnalytical, Inc.



Resumé

Dale D. Dixon

Laboratory Director, Benchmark EA

Dr. Dixon is Benchmark EA's Laboratory Director and is responsible for laboratories in North Port and Palmetto. As a company co-founder, he has led the company from one employee nineteen years ago to over thirty employees currently. During this period, the laboratory operation has changed from initially a predominantly manual mode to a highly automated operation for both analyses and processing generated data. Because of his first-hand experience in this development, Dr. Dixon is intimately familiar with all facets of the environmental laboratory. He has emphasized utilization of up-to-date analytical instruments and automated reporting uploadable to client systems.

Under Dr. Dixon's direction the company has grown from an initial clientele of zero to a current clientele base that includes industrial, mining, engineering and governmental markets. The list below is representative of the markets now served by Benchmark EA.

Industrial and Mining

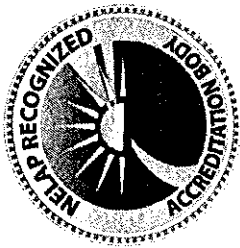
- Florida's Natural Growers
- Mosaic Company
- Yuengling Brewing Company
- Florida Distillers Company
- Coronet Industries Inc.
- Cal-Maine Foods Inc.

Governmental

- Charlotte County Utilities
- City of North Port Utilities
- City of Venice Utilities
- City of Sarasota Utilities
- Sarasota County Environmental Services
- Peace River Manasota Regional Water Supply Authority

Dr. Dixon has extensive laboratory management experience including the areas of organic chemistry, polymer chemistry, catalytic chemistry and analytical chemistry. Prior to the founding of Benchmark EA, he managed industrial chemical research at Air Products and Chemicals, Inc. Achievements include being named as an inventor on forty-four patents and as an author on twenty-three technical publications. His work won the IR-100 award from Industrial Research Magazine for having one of the one hundred most important inventions for 1978.

Dr. Dixon received a Ph.D. degree in organic chemistry from Oregon State University.



State of Florida

Department of Health, Bureau of Public Health Laboratories
This is to certify that

E84167

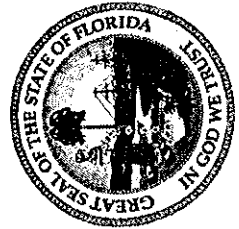
BENCHMARK ENVIROANALYTICAL, INC.
1711 12TH STREET EAST
PALMETTO, FL 34221

has compiled with Florida Administrative Code 64E-1,
for the examination of environmental samples in the following categories

DRINKING WATER - GROUP I UNREGULATED CONTAMINANTS, DRINKING WATER - GROUP II UNREGULATED CONTAMINANTS, DRINKING WATER - MICROBIOLOGY, DRINKING WATER - OTHER REGULATED CONTAMINANTS, DRINKING WATER - PRIMARY INORGANIC CONTAMINANTS, DRINKING WATER - SECONDARY INORGANIC CONTAMINANTS, DRINKING WATER - SYNTHETIC ORGANIC CONTAMINANTS, NON-POTABLE WATER - GENERAL CHEMISTRY, NON-POTABLE WATER - METALS, NON-POTABLE WATER - MICROBIOLOGY, NON-POTABLE WATER - VOLATILE ORGANICS, SOLID AND CHEMICAL MATERIALS - GENERAL CHEMISTRY, SOLID AND CHEMICAL MATERIALS - METALS, SOLID AND CHEMICAL MATERIALS - MICROBIOLOGY

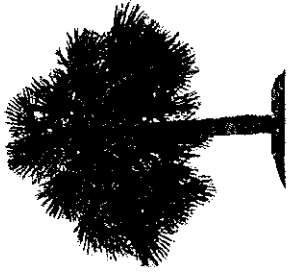
Continued certification is contingent upon successful on-going compliance with the NELAC Standards and FAC Rule 64E-1 regulations. Specific methods and analytes certified are cited on the Laboratory Scope of Accreditation for this laboratory and are on file at the Bureau of Public Health Laboratories, P. O. Box 210, Jacksonville, Florida 32231. Clients and customers are urged to verify with this agency the laboratory's certification status in Florida for particular methods and analytes.

Date Issued: July 01, 2015 Expiration Date: June 30, 2016



Carina Blackmore, DVM, PhD, Dipl. ACVPM, CPM
Chief, Bureau of Public Health Laboratories
DH Form 1697, 7/04

NON-TRANSFERABLE E84167-31-07/01/2015
Supersedes all previously issued certificates





Laboratory Scope of Accreditation

Attachment to Certificate #: E84167-31, expiration date June 30, 2016. This listing of accredited analytes should be used only when associated with a valid certificate.

State Laboratory ID: E84167

EPA Lab Code: FL00289

(941) 723-9986

E84167

Benchmark EnviroAnalytical, Inc.
1711 12th Street East
Palmetto, FL 34221

Matrix: Drinking Water

Analyte	Method/Tech	Category	Certification Type	Effective Date
1,1,1,2-Tetrachloroethane	EPA 524.2	Group II Unregulated Contaminants	NELAP	9/28/2005
1,1,1-Trichloroethane	EPA 524.2	Other Regulated Contaminants	NELAP	9/28/2005
1,1,2,2-Tetrachloroethane	EPA 524.2	Group II Unregulated Contaminants	NELAP	9/28/2005
1,1,2-Trichloroethane	EPA 524.2	Other Regulated Contaminants	NELAP	9/28/2005
1,1-Dichloroethane	EPA 524.2	Group II Unregulated Contaminants	NELAP	9/28/2005
1,1-Dichloroethylene	EPA 524.2	Other Regulated Contaminants	NELAP	9/28/2005
1,1-Dichloropropene	EPA 524.2	Group II Unregulated Contaminants	NELAP	9/28/2005
1,2,3-Trichlorobenzene	EPA 524.2	Group II Unregulated Contaminants	NELAP	9/2/2011
1,2,4-Trichlorobenzene	EPA 524.2	Group II Unregulated Contaminants	NELAP	9/28/2005
1,2,4-Trimethylbenzene	EPA 524.2	Group II Unregulated Contaminants	NELAP	9/28/2005
1,2-Dibromo-3-chloropropane (DBCP)	EPA 504.1	Synthetic Organic Contaminants	NELAP	4/20/2009
1,2-Dibromoethane (EDB, Ethylene dibromide)	EPA 504.1	Synthetic Organic Contaminants	NELAP	4/20/2009
1,2-Dichlorobenzene	EPA 524.2	Other Regulated Contaminants	NELAP	9/28/2005
1,2-Dichloroethane	EPA 524.2	Other Regulated Contaminants	NELAP	9/28/2005
1,2-Dichloropropane	EPA 524.2	Other Regulated Contaminants	NELAP	9/28/2005
1,3,5-Trimethylbenzene	EPA 524.2	Group II Unregulated Contaminants	NELAP	9/28/2005
1,3-Dichlorobenzene	EPA 524.2	Group II Unregulated Contaminants	NELAP	9/28/2005
1,3-Dichloropropane	EPA 524.2	Group II Unregulated Contaminants	NELAP	9/28/2005
1,4-Dichlorobenzene	EPA 524.2	Other Regulated Contaminants	NELAP	9/28/2005
2,2-Dichloropropane	EPA 524.2	Group II Unregulated Contaminants	NELAP	9/28/2005
2-Chlorotoluene	EPA 524.2	Group II Unregulated Contaminants	NELAP	9/28/2005
4-Chlorotoluene	EPA 524.2	Group II Unregulated Contaminants	NELAP	9/28/2005
4-Isopropyltoluene	EPA 524.2	Group II Unregulated Contaminants	NELAP	9/28/2005
Alkalinity as CaCO3	SM 2320 B	Primary Inorganic Contaminants	NELAP	5/25/2004
Aluminum	EPA 200.7	Secondary Inorganic Contaminants	NELAP	5/25/2004
Amenable cyanide	SM 4500-CN- G	Primary Inorganic Contaminants	NELAP	3/7/2011
Ammonia as N	EPA 350.1	Primary Inorganic Contaminants	NELAP	3/7/2011
Antimony	SM 3113 B	Primary Inorganic Contaminants	NELAP	1/3/2002
Arsenic	SM 3113 B	Primary Inorganic Contaminants	NELAP	1/3/2002
Barium	EPA 200.7	Primary Inorganic Contaminants	NELAP	5/25/2004
Benzene	EPA 524.2	Other Regulated Contaminants	NELAP	9/28/2005
Beryllium	EPA 200.7	Primary Inorganic Contaminants	NELAP	5/25/2004
Boron	EPA 200.7	Secondary Inorganic Contaminants	NELAP	3/7/2011
Bromate	EPA 300.1	Primary Inorganic Contaminants	NELAP	11/21/2008
Bromide	EPA 300.0	Primary Inorganic Contaminants	NELAP	5/25/2004
Bromoacetic acid	EPA 552.2	Group I Unregulated Contaminants	NELAP	4/20/2009

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Issue Date: 7/1/2015

Expiration Date: 6/30/2016



Laboratory Scope of Accreditation

Attachment to Certificate #: E84167-31, expiration date June 30, 2016. This listing of accredited analytes should be used only when associated with a valid certificate.

State Laboratory ID: E84167

EPA Lab Code: FL00289

(941) 723-9986

E84167

Benchmark EnviroAnalytical, Inc.
1711 12th Street East
Palmetto, FL 34221

Matrix: Drinking Water

Analyte	Method/Tech	Category	Certification Type	Effective Date
Bromobenzene	EPA 524.2	Group II Unregulated Contaminants	NELAP	9/28/2005
Bromochloromethane	EPA 524.2	Group II Unregulated Contaminants	NELAP	9/28/2005
Bromodichloromethane	EPA 524.2	Group II Unregulated Contaminants	NELAP	9/28/2005
Bromoform	EPA 524.2	Group II Unregulated Contaminants	NELAP	9/28/2005
Cadmium	EPA 200.7	Primary Inorganic Contaminants	NELAP	5/25/2004
Calcium	EPA 200.7	Primary Inorganic Contaminants	NELAP	5/25/2004
Carbon tetrachloride	EPA 524.2	Other Regulated Contaminants	NELAP	9/28/2005
Chlorate	EPA 300.1	Secondary Inorganic Contaminants	NELAP	11/21/2008
Chloride	EPA 300.0	Secondary Inorganic Contaminants	NELAP	5/25/2004
Chlorine	SM 4500-Cl G	Primary Inorganic Contaminants	NELAP	3/7/2011
Chlorite	EPA 300.1	Primary Inorganic Contaminants	NELAP	11/21/2008
Chloroacetic acid	EPA 552.2	Group I Unregulated Contaminants	NELAP	4/20/2009
Chlorobenzene	EPA 524.2	Other Regulated Contaminants	NELAP	9/28/2005
Chloroethane	EPA 524.2	Group II Unregulated Contaminants	NELAP	9/28/2005
Chloroform	EPA 524.2	Group II Unregulated Contaminants	NELAP	9/28/2005
Chromium	EPA 200.7	Primary Inorganic Contaminants	NELAP	5/25/2004
cis-1,2-Dichloroethylene	EPA 524.2	Other Regulated Contaminants	NELAP	9/28/2005
cis-1,3-Dichloropropene	EPA 524.2	Group II Unregulated Contaminants	NELAP	9/28/2005
Color	SM 2120 B	Secondary Inorganic Contaminants	NELAP	7/31/2007
Conductivity	SM 2510 B	Primary Inorganic Contaminants	NELAP	5/25/2004
Copper	EPA 200.7	Primary Inorganic Contaminants, Secondary Inorganic Contaminants	NELAP	5/25/2004
Corrosivity (langlier index)	SM 2330 B	Secondary Inorganic Contaminants	NELAP	3/7/2011
Cyanide	EPA 335.4	Primary Inorganic Contaminants	NELAP	3/7/2011
Dibromoacetic acid	EPA 552.2	Group I Unregulated Contaminants	NELAP	4/20/2009
Dibromochloromethane	EPA 524.2	Group II Unregulated Contaminants	NELAP	9/28/2005
Dibromomethane	EPA 524.2	Group II Unregulated Contaminants	NELAP	9/28/2005
Dichloroacetic acid	EPA 552.2	Group I Unregulated Contaminants	NELAP	4/20/2009
Dichlorodifluoromethane	EPA 524.2	Group II Unregulated Contaminants	NELAP	9/28/2005
Dichloromethane (DCM, Methylene chloride)	EPA 524.2	Other Regulated Contaminants	NELAP	9/28/2005
Dissolved organic carbon (DOC)	SM 5310 B	Primary Inorganic Contaminants	NELAP	11/21/2008
Escherichia coli	READYCULT	Microbiology	NELAP	5/25/2004
Escherichia coli	SM 9223 B	Microbiology	NELAP	1/3/2002
Escherichia coli	SM 9223 B /QUANTI-TRAY	Microbiology	NELAP	3/7/2011
Ethylbenzene	EPA 524.2	Other Regulated Contaminants	NELAP	9/28/2005

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Matrix: Drinking Water

Analyte	Method/Tech	Category	Certification Type	Effective Date
Fluoride	EPA 300.0	Primary Inorganic Contaminants, Secondary Inorganic Contaminants	NELAP	5/25/2004
Hardness	SM 2340 B	Secondary Inorganic Contaminants	NELAP	3/7/2011
Heterotrophic plate count	SM 9215 B	Microbiology	NELAP	5/25/2004
Hexachlorobutadiene	EPA 524.2	Group II Unregulated Contaminants	NELAP	9/28/2005
Hydrogen sulfide, un-ionized (calculation)	SM 4500-S H (21st Ed.)	Primary Inorganic Contaminants	NELAP	3/7/2011
Iron	EPA 200.7	Secondary Inorganic Contaminants	NELAP	5/25/2004
Isopropylbenzene	EPA 524.2	Group II Unregulated Contaminants	NELAP	9/28/2005
Lead	SM 3113 B	Primary Inorganic Contaminants	NELAP	1/3/2002
Magnesium	EPA 200.7	Primary Inorganic Contaminants	NELAP	5/25/2004
Manganese	EPA 200.7	Secondary Inorganic Contaminants	NELAP	5/25/2004
Mercury	EPA 245.1	Primary Inorganic Contaminants	NELAP	1/3/2002
Methyl bromide (Bromomethane)	EPA 524.2	Group II Unregulated Contaminants	NELAP	9/28/2005
Methyl chloride (Chloromethane)	EPA 524.2	Group II Unregulated Contaminants	NELAP	9/28/2005
Methyl tert-butyl ether (MTBE)	EPA 524.2	Group II Unregulated Contaminants	NELAP	9/28/2005
Molybdenum	EPA 200.7	Secondary Inorganic Contaminants	NELAP	3/7/2011
Naphthalene	EPA 524.2	Group II Unregulated Contaminants	NELAP	9/28/2005
n-Butylbenzene	EPA 524.2	Group II Unregulated Contaminants	NELAP	9/28/2005
Nickel	EPA 200.7	Primary Inorganic Contaminants	NELAP	5/25/2004
Nitrate	EPA 353.2	Primary Inorganic Contaminants	NELAP	1/3/2002
Nitrate as N	EPA 300.0	Primary Inorganic Contaminants	NELAP	5/25/2004
Nitrite as N	EPA 300.0	Primary Inorganic Contaminants	NELAP	5/25/2004
Nitrite as N	EPA 353.2	Primary Inorganic Contaminants	NELAP	5/25/2004
Nitrobenzene	EPA 524.2	Group II Unregulated Contaminants	NELAP	9/28/2005
n-Propylbenzene	EPA 524.2	Group II Unregulated Contaminants	NELAP	9/28/2005
Odor	EPA 140.1	Secondary Inorganic Contaminants	NELAP	1/3/2002
Orthophosphate as P	EPA 300.0	Primary Inorganic Contaminants	NELAP	3/7/2011
pH	SM 4500-H+-B	Secondary Inorganic Contaminants	NELAP	7/31/2007
Potassium	EPA 200.7	Secondary Inorganic Contaminants	NELAP	5/25/2004
sec-Butylbenzene	EPA 524.2	Group II Unregulated Contaminants	NELAP	9/28/2005
Selenium	SM 3113 B	Primary Inorganic Contaminants	NELAP	1/3/2002
Silica as SiO ₂	EPA 200.7	Primary Inorganic Contaminants	NELAP	5/25/2004
Silver	EPA 200.7	Secondary Inorganic Contaminants	NELAP	5/25/2004
Sodium	EPA 200.7	Primary Inorganic Contaminants	NELAP	5/25/2004
Styrene	EPA 524.2	Other Regulated Contaminants	NELAP	9/28/2005

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Matrix: Drinking Water

Analyte	Method/Tech	Category	Certification Type	Effective Date
Sulfate	EPA 300.0	Primary Inorganic Contaminants, Secondary Inorganic Contaminants	NELAP	5/25/2004
Sulfide	SM 4500-S D/UV-VIS	Primary Inorganic Contaminants	NELAP	3/7/2011
Surfactants - MBAS	SM 5540 C	Secondary Inorganic Contaminants	NELAP	1/3/2002
tert-Butylbenzene	EPA 524.2	Group II Unregulated Contaminants	NELAP	9/28/2005
Tetrachloroethylene (Perchloroethylene)	EPA 524.2	Other Regulated Contaminants	NELAP	9/28/2005
Thallium	EPA 200.9	Primary Inorganic Contaminants	NELAP	1/3/2002
Toluene	EPA 524.2	Other Regulated Contaminants	NELAP	9/28/2005
Total coliforms	READYCULT	Microbiology	NELAP	5/25/2004
Total coliforms	SM 9222 B	Microbiology	NELAP	1/3/2002
Total coliforms	SM 9223 B	Microbiology	NELAP	1/3/2002
Total coliforms	SM 9223 B /QUANTI-TRAY	Microbiology	NELAP	3/7/2011
Total dissolved solids	SM 2540 C	Secondary Inorganic Contaminants	NELAP	7/31/2007
Total haloacetic acids (HAA5)	EPA 552.2	Synthetic Organic Contaminants	NELAP	4/20/2009
Total nitrate-nitrite	EPA 300.0	Primary Inorganic Contaminants	NELAP	5/25/2004
Total nitrate-nitrite	EPA 353.2	Primary Inorganic Contaminants	NELAP	1/3/2002
Total organic carbon	SM 5310 B	Primary Inorganic Contaminants	NELAP	5/25/2004
Total trihalomethanes	EPA 524.2	Other Regulated Contaminants	NELAP	9/28/2005
trans-1,2-Dichloroethylene	EPA 524.2	Other Regulated Contaminants	NELAP	9/28/2005
trans-1,3-Dichloropropene	EPA 524.2	Group II Unregulated Contaminants	NELAP	9/28/2005
Trichloroacetic acid	EPA 552.2	Group I Unregulated Contaminants	NELAP	10/14/2010
Trichloroethene (Trichloroethylene)	EPA 524.2	Other Regulated Contaminants	NELAP	9/28/2005
Trichlorofluoromethane	EPA 524.2	Group II Unregulated Contaminants	NELAP	9/28/2005
Turbidity	EPA 180.1	Secondary Inorganic Contaminants	NELAP	3/7/2011
UV 254	SM 5910 B	Primary Inorganic Contaminants	NELAP	11/21/2008
Vanadium	EPA 200.7	Secondary Inorganic Contaminants	NELAP	3/7/2011
Vinyl chloride	EPA 524.2	Other Regulated Contaminants	NELAP	9/28/2005
Xylene (total)	EPA 524.2	Other Regulated Contaminants	NELAP	9/28/2005
Zinc	EPA 200.7	Secondary Inorganic Contaminants	NELAP	5/25/2004

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EPA Lab Code: FL00289

(941) 723-9986

E84167

Benchmark EnviroAnalytical, Inc.
1711 12th Street East
Palmetto, FL 34221

Matrix: Non-Potable Water

Analyte	Method/Tech	Category	Certification Type	Effective Date
1,1,1,2-Tetrachloroethane	EPA 8260	Volatile Organics	NELAP	9/28/2005
1,1,1-Trichloroethane	EPA 624	Volatile Organics	NELAP	8/29/2006
1,1,1-Trichloroethane	EPA 8260	Volatile Organics	NELAP	9/28/2005
1,1,2,2-Tetrachloroethane	EPA 624	Volatile Organics	NELAP	8/29/2006
1,1,2,2-Tetrachloroethane	EPA 8260	Volatile Organics	NELAP	9/28/2005
1,1,2-Trichloroethane	EPA 624	Volatile Organics	NELAP	8/29/2006
1,1,2-Trichloroethane	EPA 8260	Volatile Organics	NELAP	9/28/2005
1,1-Dichloroethane	EPA 624	Volatile Organics	NELAP	8/29/2006
1,1-Dichloroethane	EPA 8260	Volatile Organics	NELAP	9/28/2005
1,1-Dichloroethylene	EPA 624	Volatile Organics	NELAP	8/29/2006
1,1-Dichloroethylene	EPA 8260	Volatile Organics	NELAP	9/28/2005
1,1-Dichloropropene	EPA 8260	Volatile Organics	NELAP	9/28/2005
1,2,3-Trichlorobenzene	EPA 8260	Volatile Organics	NELAP	9/28/2005
1,2,3-Trichloropropane	EPA 8260	Volatile Organics	NELAP	9/28/2005
1,2,4-Trichlorobenzene	BEI VOC-EPA624-1.0/GC-MS	Volatile Organics	NELAP	8/29/2006
1,2,4-Trichlorobenzene	EPA 8260	Volatile Organics	NELAP	9/28/2005
1,2,4-Trimethylbenzene	EPA 8260	Volatile Organics	NELAP	9/28/2005
1,2-Dibromo-3-chloropropane (DBCP)	EPA 504.1	Volatile Organics	NELAP	4/20/2009
1,2-Dibromo-3-chloropropane (DBCP)	EPA 8260	Volatile Organics	NELAP	9/28/2005
1,2-Dibromoethane (EDB, Ethylene dibromide)	EPA 504.1	Volatile Organics	NELAP	4/20/2009
1,2-Dibromoethane (EDB, Ethylene dibromide)	EPA 8260	Volatile Organics	NELAP	9/28/2005
1,2-Dichlorobenzene	EPA 624	Volatile Organics	NELAP	8/29/2006
1,2-Dichlorobenzene	EPA 8260	Volatile Organics	NELAP	9/28/2005
1,2-Dichloroethane	EPA 624	Volatile Organics	NELAP	8/29/2006
1,2-Dichloroethane	EPA 8260	Volatile Organics	NELAP	9/28/2005
1,2-Dichloropropane	EPA 624	Volatile Organics	NELAP	8/29/2006
1,2-Dichloropropane	EPA 8260	Volatile Organics	NELAP	9/28/2005
1,3,5-Trimethylbenzene	EPA 8260	Volatile Organics	NELAP	9/28/2005
1,3-Dichlorobenzene	EPA 624	Volatile Organics	NELAP	8/29/2006
1,3-Dichlorobenzene	EPA 8260	Volatile Organics	NELAP	9/28/2005
1,3-Dichloropropane	EPA 8260	Volatile Organics	NELAP	9/28/2005
1,4-Dichlorobenzene	EPA 624	Volatile Organics	NELAP	8/29/2006
1,4-Dichlorobenzene	EPA 8260	Volatile Organics	NELAP	9/28/2005
2,2-Dichloropropane	EPA 8260	Volatile Organics	NELAP	9/28/2005
2-Butanone (Methyl ethyl ketone, MEK)	EPA 8260	Volatile Organics	NELAP	9/28/2005
2-Chloroethyl vinyl ether	EPA 624	Volatile Organics	NELAP	8/29/2006

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Laboratory Scope of Accreditation

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State Laboratory ID: E84167 EPA Lab Code: FL00289 (941) 723-9986

E84167
Benchmark EnviroAnalytical, Inc.
1711 12th Street East
Palmetto, FL 34221

Matrix: Non-Potable Water

Analyte	Method/Tech	Category	Certification Type	Effective Date
2-Chloroethyl vinyl ether	EPA 8260	Volatile Organics	NELAP	9/28/2005
2-Chlorotoluene	EPA 8260	Volatile Organics	NELAP	9/28/2005
2-Hexanone	EPA 8260	Volatile Organics	NELAP	9/28/2005
4-Chlorotoluene	EPA 8260	Volatile Organics	NELAP	9/28/2005
4-Methyl-2-pentanone (MIBK)	EPA 8260	Volatile Organics	NELAP	9/28/2005
Acetone	EPA 8260	Volatile Organics	NELAP	9/28/2005
Acetonitrile	EPA 8260	Volatile Organics	NELAP	3/7/2011
Acrolein (Propenal)	EPA 624	Volatile Organics	NELAP	8/29/2006
Acrolein (Propenal)	EPA 8260	Volatile Organics	NELAP	3/7/2011
Acrylonitrile	EPA 624	Volatile Organics	NELAP	8/29/2006
Acrylonitrile	EPA 8260	Volatile Organics	NELAP	3/7/2011
Alkalinity as CaCO3	SM 2320 B	General Chemistry	NELAP	5/25/2004
Allyl chloride (3-Chloropropene)	EPA 8260	Volatile Organics	NELAP	3/7/2011
Aluminum	EPA 200.7	Metals	NELAP	5/25/2004
Aluminum	EPA 6010	Metals	NELAP	5/25/2004
Amenable cyanide	EPA 9012	General Chemistry	NELAP	3/7/2011
Amenable cyanide	SM 4500-CN- G	General Chemistry	NELAP	3/7/2011
Ammonia as N	EPA 350.1	General Chemistry	NELAP	3/7/2011
Antimony	EPA 200.7	Metals	NELAP	5/25/2004
Antimony	EPA 6010	Metals	NELAP	5/25/2004
Antimony	SM 3113 B	Metals	NELAP	7/31/2007
Arsenic	EPA 200.7	Metals	NELAP	5/25/2004
Arsenic	EPA 6010	Metals	NELAP	5/25/2004
Arsenic	SM 3113 B	Metals	NELAP	7/31/2007
Barium	EPA 200.7	Metals	NELAP	5/25/2004
Barium	EPA 6010	Metals	NELAP	5/25/2004
Benzene	EPA 624	Volatile Organics	NELAP	8/29/2006
Benzene	EPA 8260	Volatile Organics	NELAP	9/28/2005
Beryllium	EPA 200.7	Metals	NELAP	5/25/2004
Beryllium	EPA 6010	Metals	NELAP	5/25/2004
Beryllium	SM 3113 B	Metals	NELAP	7/31/2007
Biochemical oxygen demand	SM 5210 B	General Chemistry	NELAP	1/3/2002
Boron	EPA 200.7	Metals	NELAP	5/25/2004
Boron	EPA 6010	Metals	NELAP	5/25/2004
Bromide	EPA 300.0	General Chemistry	NELAP	5/25/2004
Bromobenzene	EPA 8260	Volatile Organics	NELAP	9/28/2005

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Matrix: Non-Potable Water

Analyte	Method/Tech	Category	Certification Type	Effective Date
Bromochloromethane	EPA 8260	Volatile Organics	NELAP	9/28/2005
Bromodichloromethane	EPA 624	Volatile Organics	NELAP	8/29/2006
Bromodichloromethane	EPA 8260	Volatile Organics	NELAP	9/28/2005
Bromoform	EPA 624	Volatile Organics	NELAP	8/29/2006
Bromoform	EPA 8260	Volatile Organics	NELAP	9/28/2005
Cadmium	EPA 200.7	Metals	NELAP	5/25/2004
Cadmium	EPA 6010	Metals	NELAP	5/25/2004
Cadmium	SM 3113 B	Metals	NELAP	7/31/2007
Calcium	EPA 200.7	Metals	NELAP	5/25/2004
Calcium	EPA 6010	Metals	NELAP	5/25/2004
Carbon dioxide (calc.)	SM 4500-CO2 D	General Chemistry	NELAP	3/7/2011
Carbon disulfide	EPA 8260	Volatile Organics	NELAP	9/28/2005
Carbon tetrachloride	EPA 624	Volatile Organics	NELAP	8/29/2006
Carbon tetrachloride	EPA 8260	Volatile Organics	NELAP	9/28/2005
Carbonaceous BOD (CBOD)	SM 5210 B	General Chemistry	NELAP	1/3/2002
Chemical oxygen demand	EPA 410.4	General Chemistry	NELAP	1/3/2002
Chloride	EPA 300.0	General Chemistry	NELAP	5/25/2004
Chlorobenzene	EPA 624	Volatile Organics	NELAP	8/29/2006
Chlorobenzene	EPA 8260	Volatile Organics	NELAP	9/28/2005
Chloroethane	EPA 624	Volatile Organics	NELAP	8/29/2006
Chloroethane	EPA 8260	Volatile Organics	NELAP	9/28/2005
Chloroform	EPA 624	Volatile Organics	NELAP	8/29/2006
Chloroform	EPA 8260	Volatile Organics	NELAP	9/28/2005
Chlorophylls	EPA 445	General Chemistry	NELAP	1/3/2002
Chlorophylls	SM 10200 H	General Chemistry	NELAP	5/25/2004
Chloroprene	EPA 8260	Volatile Organics	NELAP	3/7/2011
Chromium	EPA 200.7	Metals	NELAP	5/25/2004
Chromium	EPA 6010	Metals	NELAP	5/25/2004
Chromium	SM 3113 B	Metals	NELAP	7/31/2007
Chromium VI	SM 3500-Cr B (20th/21st/22nd Ed.)/UV-VIS	General Chemistry	NELAP	4/20/2009
cis-1,2-Dichloroethylene	EPA 8260	Volatile Organics	NELAP	9/28/2005
cis-1,3-Dichloropropene	EPA 624	Volatile Organics	NELAP	8/29/2006
cis-1,3-Dichloropropene	EPA 8260	Volatile Organics	NELAP	9/28/2005
Cobalt	EPA 200.7	Metals	NELAP	5/25/2004
Cobalt	EPA 6010	Metals	NELAP	5/25/2004

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Matrix: Non-Potable Water

Analyte	Method/Tech	Category	Certification Type	Effective Date
Color	SM 2120 B	General Chemistry	NELAP	7/31/2007
Conductivity	SM 2510 B	General Chemistry	NELAP	6/25/2004
Copper	EPA 200.7	Metals	NELAP	5/25/2004
Copper	EPA 6010	Metals	NELAP	5/25/2004
Copper	SM 3113 B	Metals	NELAP	7/31/2007
Corrosivity (langlier index)	SM 2330 B	General Chemistry	NELAP	3/7/2011
Cyanide	EPA 335.4	General Chemistry	NELAP	3/7/2011
Dibromochloromethane	EPA 624	Volatile Organics	NELAP	8/29/2006
Dibromochloromethane	EPA 8260	Volatile Organics	NELAP	3/7/2011
Dibromomethane	EPA 8260	Volatile Organics	NELAP	9/28/2005
Dichlorodifluoromethane	EPA 8260	Volatile Organics	NELAP	9/28/2005
Enterococci	ENTEROLERT/ QUANTI-TRAY	Microbiology	NELAP	3/7/2011
Enterococci	EPA 1600	Microbiology	NELAP	1/3/2002
Escherichia coli	SM 9223 B /QUANTI-TRAY	Microbiology	NELAP	9/27/2013
Ethylbenzene	EPA 624	Volatile Organics	NELAP	8/29/2006
Ethylbenzene	EPA 8260	Volatile Organics	NELAP	9/28/2005
Fecal coliforms	SM 9221 E	Microbiology	NELAP	6/8/2006
Fecal coliforms	SM 9222 D	Microbiology	NELAP	1/3/2002
Fecal streptococci	SM 9230 C	Microbiology	NELAP	1/3/2002
Ferrous iron	SM 3500-Fe B (20th/21st Ed.)/UV-VIS	General Chemistry	NELAP	3/7/2011
Fluoride	EPA 300.0	General Chemistry	NELAP	5/25/2004
Hardness	SM 2340 B	General Chemistry	NELAP	7/31/2007
Hardness	SM 2340 C	General Chemistry	NELAP	7/31/2007
Hardness (calc.)	EPA 200.7	Metals	NELAP	5/25/2004
Heterotrophic plate count	SM 9215 B	Microbiology	NELAP	3/7/2011
Hexachlorobutadiene	EPA 8260	Volatile Organics	NELAP	9/28/2005
Hexachloroethane	EPA 8260	Volatile Organics	NELAP	3/7/2011
Hydrogen sulfide, un-ionized (calculation)	SM 4500-S H (21st Ed.)	General Chemistry	NELAP	11/21/2008
Iodomethane (Methyl iodide)	EPA 8260	Volatile Organics	NELAP	9/28/2005
Iron	EPA 200.7	Metals	NELAP	5/25/2004
Iron	EPA 6010	Metals	NELAP	5/25/2004
Isopropylbenzene	EPA 8260	Volatile Organics	NELAP	9/28/2005
Kjeldahl nitrogen - total	EPA 351.2	General Chemistry	NELAP	1/3/2002
Lead	EPA 200.7	Metals	NELAP	5/25/2004
Lead	EPA 6010	Metals	NELAP	5/25/2004

Clients and Customers are urged to verify the laboratory's current certification status with the Environmental Laboratory Certification Program.

Issue Date: 7/1/2015

Expiration Date: 6/30/2016



Laboratory Scope of Accreditation

Attachment to Certificate #: E84167-31, expiration date June 30, 2016. This listing of accredited analytes should be used only when associated with a valid certificate.

State Laboratory ID: E84167

EPA Lab Code: FL00289

(941) 723-9986

E84167

Benchmark EnviroAnalytical, Inc.
1711 12th Street East
Palmetto, FL 34221

Matrix: Non-Potable Water

Analyte	Method/Tech	Category	Certification Type	Effective Date
Lead	SM 3113 B	Metals	NELAP	7/31/2007
m/p-Xylenes	EPA 8260	Volatile Organics	NELAP	3/7/2011
Magnesium	EPA 200.7	Metals	NELAP	5/25/2004
Magnesium	EPA 6010	Metals	NELAP	5/25/2004
Manganese	EPA 200.7	Metals	NELAP	5/25/2004
Manganese	EPA 6010	Metals	NELAP	5/25/2004
Mercury	EPA 245.1	Metals	NELAP	1/3/2002
Methacrylonitrile	EPA 8260	Volatile Organics	NELAP	3/7/2011
Methyl bromide (Bromomethane)	EPA 624	Volatile Organics	NELAP	8/29/2006
Methyl bromide (Bromomethane)	EPA 8260	Volatile Organics	NELAP	9/28/2005
Methyl chloride (Chloromethane)	EPA 624	Volatile Organics	NELAP	8/29/2006
Methyl chloride (Chloromethane)	EPA 8260	Volatile Organics	NELAP	9/28/2005
Methyl tert-butyl ether (MTBE)	EPA 8260	Volatile Organics	NELAP	9/28/2005
Methylene chloride	EPA 624	Volatile Organics	NELAP	8/29/2006
Methylene chloride	EPA 8260	Volatile Organics	NELAP	9/28/2005
Molybdenum	EPA 200.7	Metals	NELAP	5/25/2004
Molybdenum	EPA 6010	Metals	NELAP	5/25/2004
Naphthalene	EPA 8260	Volatile Organics	NELAP	9/28/2005
n-Butylbenzene	EPA 8260	Volatile Organics	NELAP	9/28/2005
Nickel	EPA 200.7	Metals	NELAP	5/25/2004
Nickel	EPA 6010	Metals	NELAP	5/25/2004
Nickel	SM 3113 B	Metals	NELAP	7/31/2007
Nitrate as N	EPA 300.0	General Chemistry	NELAP	5/25/2004
Nitrate as N	EPA 353.2	General Chemistry	NELAP	1/3/2002
Nitrate-nitrite	EPA 353.2	General Chemistry	NELAP	1/3/2002
Nitrite as N	EPA 300.0	General Chemistry	NELAP	5/25/2004
Nitrite as N	SM 4500-NO2-B	General Chemistry	NELAP	1/3/2002
Nitrobenzene	EPA 8260	Volatile Organics	NELAP	3/7/2011
n-Propylbenzene	EPA 8260	Volatile Organics	NELAP	9/28/2005
Oil & Grease	EPA 1664A	General Chemistry	NELAP	1/3/2002
Organic nitrogen	TKN minus AMMONIA	General Chemistry	NELAP	11/21/2008
Orthophosphate as P	EPA 300.0	General Chemistry	NELAP	5/25/2004
Orthophosphate as P	EPA 365.3	General Chemistry	NELAP	1/3/2002
o-Xylene	EPA 8260	Volatile Organics	NELAP	3/7/2011
pH	SM 4500-H+-B	General Chemistry	NELAP	7/31/2007
Phosphorus, total	EPA 365.3	General Chemistry	NELAP	1/3/2002

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(941) 723-9986

E84167
Benchmark EnviroAnalytical, Inc.
1711 12th Street East
Palmetto, FL 34221

Matrix: Non-Potable Water

Analyte	Method/Tech	Category	Certification Type	Effective Date
p-Isopropyltoluene	EPA 8260	Volatile Organics	NELAP	9/28/2005
Potassium	EPA 200.7	Metals	NELAP	5/25/2004
Potassium	EPA 6010	Metals	NELAP	5/25/2004
Propionitrile (Ethyl cyanide)	EPA 8260	Volatile Organics	NELAP	3/7/2011
Residual free chlorine	SM 4500-Cl G	General Chemistry	NELAP	7/31/2007
Residue-filterable (TDS)	SM 2540 C	General Chemistry	NELAP	7/31/2007
Residue-nonfilterable (TSS)	SM 2540 D	General Chemistry	NELAP	7/31/2007
Residue-volatile	EPA 160.4	General Chemistry	NELAP	11/21/2008
Residue-volatile	SM 2540 E	General Chemistry	NELAP	8/29/2006
Salinity	SM 2520 B	General Chemistry	NELAP	6/25/2004
sec-Butylbenzene	EPA 8260	Volatile Organics	NELAP	9/28/2005
Selenium	EPA 200.7	Metals	NELAP	5/25/2004
Selenium	EPA 6010	Metals	NELAP	5/25/2004
Selenium	SM 3113 B	Metals	NELAP	7/31/2007
Silica as SiO2	EPA 200.7	Metals	NELAP	5/25/2004
Silica as SiO2	SM 4500-SiO2 C (20th/21st Ed.)UV-VIS	General Chemistry	NELAP	7/31/2007
Silver	EPA 200.7	Metals	NELAP	5/25/2004
Silver	EPA 6010	Metals	NELAP	5/25/2004
Silver	SM 3113 B	Metals	NELAP	7/31/2007
Sodium	EPA 200.7	Metals	NELAP	5/25/2004
Sodium	EPA 6010	Metals	NELAP	5/25/2004
Specific Oxygen Uptake Rate (SOUR)	SM 2710 B	General Chemistry	NELAP	1/3/2002
Strontium	EPA 200.7	Metals	NELAP	5/25/2004
Styrene	EPA 8260	Volatile Organics	NELAP	9/28/2005
Sulfate	EPA 300.0	General Chemistry	NELAP	5/25/2004
Sulfide	SM 4500-S D/UV-VIS	General Chemistry	NELAP	5/25/2004
Sulfite-SO3	SM 4500-SO3 B	General Chemistry	NELAP	3/7/2011
Surfactants - MBAS	SM 5540 C	General Chemistry	NELAP	1/3/2002
tert-Butylbenzene	EPA 8260	Volatile Organics	NELAP	9/28/2005
Tetrachloroethylene (Perchloroethylene)	EPA 624	Volatile Organics	NELAP	8/29/2006
Tetrachloroethylene (Perchloroethylene)	EPA 8260	Volatile Organics	NELAP	9/28/2005
Thallium	EPA 200.7	Metals	NELAP	5/25/2004
Thallium	EPA 200.9	Metals	NELAP	11/21/2008
Thallium	EPA 6010	Metals	NELAP	5/25/2004
Tin	EPA 200.7	Metals	NELAP	5/25/2004
Tin	EPA 6010	Metals	NELAP	5/25/2004

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EPA Lab Code: FL00289

(941) 723-9986

E84167

Benchmark EnviroAnalytical, Inc.
1711 12th Street East
Palmetto, FL 34221

Matrix: Non-Potable Water

Analyte	Method/Tech	Category	Certification Type	Effective Date
Titanium	EPA 200.7	Metals	NELAP	5/25/2004
Titanium	EPA 6010	Metals	NELAP	5/25/2004
Toluene	EPA 624	Volatile Organics	NELAP	8/29/2006
Toluene	EPA 8260	Volatile Organics	NELAP	9/28/2005
Total coliforms	SM 9221 B	Microbiology	NELAP	1/3/2002
Total coliforms	SM 9222 B	Microbiology	NELAP	1/3/2002
Total coliforms	SM 9223 B /QUANTI-TRAY	Microbiology	NELAP	9/27/2013
Total cyanide	EPA 9012	General Chemistry	NELAP	3/7/2011
Total nitrate-nitrite	EPA 300.0	General Chemistry	NELAP	5/25/2004
Total nitrogen	EPA 351.2 + EPA 353.2	General Chemistry	NELAP	3/7/2011
Total organic carbon	SM 5310 B	General Chemistry	NELAP	5/25/2004
Total Petroleum Hydrocarbons (TPH)	EPA 1664A	General Chemistry	NELAP	1/3/2002
Total phenolics	EPA 420.1	General Chemistry	NELAP	1/3/2002
Total, fixed, and volatile residue	SM 2540 G	General Chemistry	NELAP	1/3/2002
trans-1,2-Dichloroethylene	EPA 624	Volatile Organics	NELAP	8/29/2006
trans-1,2-Dichloroethylene	EPA 8260	Volatile Organics	NELAP	9/28/2005
trans-1,3-Dichloropropene	EPA 624	Volatile Organics	NELAP	8/29/2006
trans-1,3-Dichloropropene	EPA 8260	Volatile Organics	NELAP	9/28/2005
trans-1,4-Dichloro-2-butene	EPA 8260	Volatile Organics	NELAP	9/28/2005
Trichloroethene (Trichloroethylene)	EPA 624	Volatile Organics	NELAP	8/29/2006
Trichloroethene (Trichloroethylene)	EPA 8260	Volatile Organics	NELAP	9/28/2005
Trichlorofluoromethane	EPA 624	Volatile Organics	NELAP	8/29/2006
Trichlorofluoromethane	EPA 8260	Volatile Organics	NELAP	9/28/2005
Turbidity	EPA 180.1	General Chemistry	NELAP	1/3/2002
Un-ionized Ammonia	DEP SOP 10/03/83	General Chemistry	NELAP	1/3/2002
Vanadium	EPA 200.7	Metals	NELAP	5/25/2004
Vanadium	EPA 6010	Metals	NELAP	5/25/2004
Vinyl acetate	EPA 8260	Volatile Organics	NELAP	9/28/2005
Vinyl chloride	EPA 624	Volatile Organics	NELAP	8/29/2006
Vinyl chloride	EPA 8260	Volatile Organics	NELAP	9/28/2005
Xylene (total)	EPA 8260	Volatile Organics	NELAP	9/28/2005
Zinc	EPA 200.7	Metals	NELAP	5/25/2004
Zinc	EPA 6010	Metals	NELAP	5/25/2004

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Issue Date: 7/1/2015

Expiration Date: 6/30/2016



Laboratory Scope of Accreditation

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State Laboratory ID: E84167

EPA Lab Code: FL00289

(941) 723-9986

E84167
Benchmark EnviroAnalytical, Inc.
1711 12th Street East
Palmetto, FL 34221

Matrix: Solid and Chemical Materials

Analyte	Method/Tech	Category	Certification Type	Effective Date
Aluminum	EPA 6010	Metals	NELAP	5/25/2004
Amenable cyanide	EPA 9012	General Chemistry	NELAP	3/7/2011
Ammonia as N	EPA 350.1	General Chemistry	NELAP	3/7/2011
Antimony	EPA 6010	Metals	NELAP	5/25/2004
Arsenic	EPA 6010	Metals	NELAP	5/25/2004
Barium	EPA 6010	Metals	NELAP	5/25/2004
Beryllium	EPA 6010	Metals	NELAP	5/25/2004
Boron	EPA 6010	Metals	NELAP	5/28/2004
Bromide	EPA 9056	General Chemistry	NELAP	11/25/2013
Cadmium	EPA 6010	Metals	NELAP	5/25/2004
Calcium	EPA 6010	Metals	NELAP	5/25/2004
Chloride	EPA 9056	General Chemistry	NELAP	11/25/2013
Chromium	EPA 6010	Metals	NELAP	5/25/2004
Cobalt	EPA 6010	Metals	NELAP	5/25/2004
Copper	EPA 6010	Metals	NELAP	5/25/2004
Fecal coliforms	SM 9221 E	Microbiology	NELAP	11/21/2008
Fluoride	EPA 9056	General Chemistry	NELAP	11/25/2013
Iron	EPA 6010	Metals	NELAP	5/25/2004
Kjeldahl nitrogen - total	EPA 351.2	General Chemistry	NELAP	9/11/2006
Lead	EPA 6010	Metals	NELAP	5/25/2004
Magnesium	EPA 6010	Metals	NELAP	5/25/2004
Manganese	EPA 6010	Metals	NELAP	5/25/2004
Mercury	EPA 7471	Metals	NELAP	1/3/2002
Molybdenum	EPA 6010	Metals	NELAP	5/28/2004
Nickel	EPA 6010	Metals	NELAP	5/25/2004
Nitrate	EPA 9056	General Chemistry	NELAP	11/25/2013
Nitrite	EPA 9056	General Chemistry	NELAP	11/25/2013
Orthophosphate as P	EPA 9056	General Chemistry	NELAP	11/25/2013
pH	EPA 9045	General Chemistry	NELAP	3/7/2011
Phosphorus, total	EPA 365.3	General Chemistry	NELAP	9/11/2006
Potassium	EPA 6010	Metals	NELAP	5/25/2004
Residue-fixed	SM 2540 G	General Chemistry	NELAP	9/11/2006
Residue-total	SM 2540 G	General Chemistry	NELAP	9/11/2006
Residue-volatile	SM 2540 G	General Chemistry	NELAP	9/11/2006
Selenium	EPA 6010	Metals	NELAP	5/25/2004
Silver	EPA 6010	Metals	NELAP	5/25/2004

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Issue Date: 7/1/2015

Expiration Date: 6/30/2016



Laboratory Scope of Accreditation

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State Laboratory ID: E84167

EPA Lab Code: FL00289

(941) 723-9986

E84167
Benchmark EnviroAnalytical, Inc.
1711 12th Street East
Palmetto, FL 34221

Matrix: Solid and Chemical Materials

Analyte	Method/Tech	Category	Certification Type	Effective Date
Sodium	EPA 6010	Metals	NELAP	5/25/2004
Strontium	EPA 6010	Metals	NELAP	5/25/2004
Sulfate	EPA 9056	General Chemistry	NELAP	11/25/2013
Synthetic Precipitation Leaching Procedure	EPA 1312	General Chemistry	NELAP	3/7/2011
Thallium	EPA 6010	Metals	NELAP	5/25/2004
Tin	EPA 6010	Metals	NELAP	5/28/2004
Total cyanide	EPA 9012	General Chemistry	NELAP	3/7/2011
Total nitrate-nitrite	EPA 353.2	General Chemistry	NELAP	9/11/2006
Total nitrate-nitrite	EPA 9056	General Chemistry	NELAP	11/25/2013
Toxicity Characteristic Leaching Procedure	EPA 1311	General Chemistry	NELAP	3/7/2011
Vanadium	EPA 6010	Metals	NELAP	5/28/2004
Zinc	EPA 6010	Metals	NELAP	5/25/2004

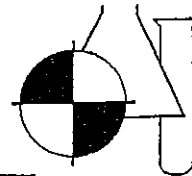
Clients and Customers are urged to verify the laboratory's current certification status with the Environmental Laboratory Certification Program.

Issue Date: 7/1/2015

Expiration Date: 6/30/2016

BENCHMARK

EnviroAnalytical, Inc.



Benchmark EnviroAnalytical, Inc.

Background Information

Benchmark has been providing environmental sampling and analytical services since 1992. The tone for growth and development began at that time with the selection of the company name "benchmark" and the design of the company logo based on a "surveyors mark". From company inception it was our intent to provide exceptional service, or "benchmark" service, and provide a dependable and accurate product that is "on the mark" every time. This is still the Benchmark way of doing business.

The laboratory is owner-operated with thirty employees and two Florida locations, one in North Port / Port Charlotte and one in Palmetto. Both laboratories are NELAP certified and are operated by personnel having science degrees in chemistry or biology. The realm of certification includes organics, metals, inorganics, physical properties and microbiology. The complete list of certified analytes may be viewed at www.BenchmarkEA.com. Benchmark EA is also certified by the Florida Office of Supplier Diversity as a Minority Business Enterprise.

Members of our technical managerial staff are degreed scientists with extensive management experience. Benchmark EA's laboratory director has a Ph.D. in organic chemistry and is intimately familiar with the laboratory operations. Benchmark EA recognizes that quality is the ultimate consideration when clients evaluate reported results. The QA program follows NELAP procedures and Good Laboratory Practice standards. Quality assurance officers work together with the management team to meet the objective of providing "correct results the first time, on time".

Environmental analytical and field sampling experience includes surface water, storm water, groundwater and sediment / soil projects. Several river watersheds, such as the Peace River watershed, have been long term projects for the Southwest Florida Water Management District. A list of representative surface water projects is attached. Ground water projects include large monitoring well fields for industrial clients and drinking water production sites for large industrial clients and municipalities.

Benchmark EA utilizes a Laboratory Information Management Systems (LIMS) to track receipt, analysis and reporting of all laboratory samples. Standard reporting is in the form of a hard copy that meets NELAP reporting requirements. Benchmark has the ability to provide reporting formats according to client request. Electronic reporting is available in AdaPT format, storet format and spreadsheet format uploadable to client systems. Our flexible reporting capabilities include customized reports, project reports, summary reports, summary tables, and trend line reports.

Client satisfaction is our goal and every effort is extended to meet this goal.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
Serving the Citizens of Charlotte, DeSoto, Manatee & Sarasota Counties since 1982

HON. DICK LOFTUS
CHARLOTTE COUNTY

HON. JERRY G. HILL
DESOTO COUNTY

HON. JANE W. VON HAHMANN
MANATEE COUNTY

HON. SHANNON STAUB
SARASOTA COUNTY

PATRICK J. LEHMAN, P.E., EXECUTIVE DIRECTOR

April 21, 2008

RE: Letter of Reference
Benchmark Enviroanalytical, 1711 12th Street East, Palmetto, FL 34221

To Whom it May Concern:

The Authority owns and operates the Peace River Facility, a 24 mgd surface water treatment plant located in southwest Florida. The Authority also maintains 21 Aquifer Storage and Recovery (ASR) wells and several dozen associated monitoring wells. The Authority is currently doubling the size of its WTP and is building a 6 billion gallon reservoir. The Authority expends several hundred thousand dollars each year in water quality sampling costs.

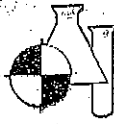
Benchmark Enviroanalytical has provided analytical lab services to the Authority for many years and we have found them to be reliable and accurate in their analyses, prompt in their reporting and we have found their pricing structures competitive. Any questions we have had have always been promptly answered, usually within the hour if not immediately.

There have also been several occasions where changing water quality conditions result in a need for an impromptu sampling regimen that must begin immediately and may last only a few days or weeks. With a high level of service, they have always accomodated us in these unscheduled sampling events, with sample kits prepared in just a few hours from initial notification. We have enjoyed working with Benchmark and look forward to continuing to do so.

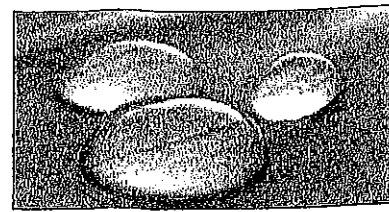
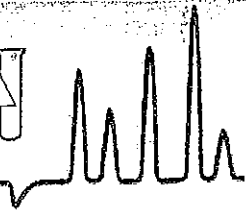
Sincerely,


Kevin Morris, PE
Facilities Division Director

BENCHMARK



EnviroAnalytical, Inc.



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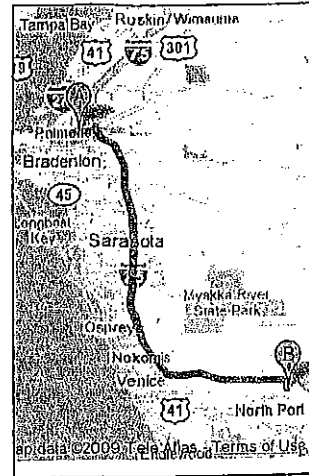
Lab Locations

BenchmarkEA has two laboratory locations in south west Florida. Our north lab is located in Palmetto a few miles north east of Bradenton. Our south lab is located in North Port near Port Charlotte. We offer routine field and courier services, which extend south to Naples, north to Tampa and east to Winterhaven.

The map to the right shows where our north and south labs are located in relation to each other in the southwest Florida region.

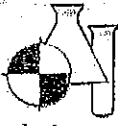
You can click on the links below to get more information about each of our laboratories.

- [Palmetto/Bradenton](#)
- [North Port/Port Charlotte](#)

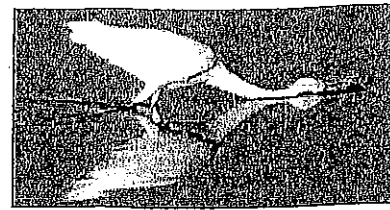
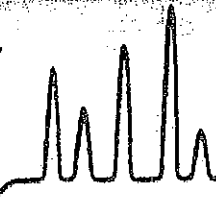


[View Larger Map](#)

BENCHMARK



EnviroAnalytical, Inc.



North Port/Port Charlotte

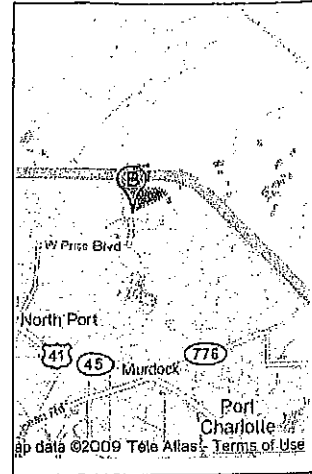
- Home
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Benchmark EnviroAnalytical, Inc.
1001 Corporate Ave
Suite 102
North Port, FL 34289

The North Port/Port Charlotte laboratory is a 1000 sq ft facility near the intersection of Toledo Blade Blvd. and I-75. This laboratory is certified for a full range of microbiology analyses and provides sampling and courier services. The two laboratories (Palmetto and North Port/Port Charlotte) are connected by daily courier services, which assure same day delivery for samples received before noon.

- [Lab Locations](#)
- [Palmetto/Bradenton](#)

Get directions from your specific location to our North Port Lab. [Google Maps](#)



[Get Directions](#)

DeSoto County Board of County Commissioners
Purchasing Division
201 E. Oak Street Suite 203
Arcadia, FL. 34266
PH: 863-993-4816
Fax: 863-993-4819
www.desotobocc.com



Project Number: 15-16-00 Invitation to Bid

Title: DeSoto County Contract for Water and Wastewater Quality Sampling and Laboratory Testing Services.

Description: DeSoto County Board of County Commissioners are seeking formal Proposals for Water and Wastewater Quality Sampling and Laboratory Testing Services for the DeSoto County Utilities Water and Wastewater Treatment Plants, Water and Wastewater Systems and Spray Fields as indicated within the context of this Bid.

Pre-Bid/Proposal Conference: NO PRE-BID/PROPOSAL CONFERENCE WILL BE HELD FOR THIS BID

Bid/Proposal Due Date: July 23, 2015 @ 2:00 PM

Bids must be submitted at the Purchasing office-201 E. Oak St., Suite 203, Arcadia, FL. 34266.

Bids submitted after the indicated time will not be considered but returned unopened to sender.

For additional information, contact: Cindy Talamantez, CPPB Purchasing Manager
(863)-993-4816 email: c.talamantez@desotobocc.com

Special Instructions: Submit one (1) original marked as such and two (2) copies.

BIDDER/PROPOSER REGISTRATION

FAX: (863)993-4819

Please register as a plan holder using this form. Only registered vendors will be contacted with notices of changes or addenda to this bid package. Complete and return this form by fax or mail to the Purchasing office at the address listed above.

Company Name: _____
Contact person: _____
Mailing address: _____
City: _____ State: _____ Zip code: _____
PH: _____ FAX: _____ email: _____

Notes:

Documents may also be obtained by using www.demandstar.com

All questions must be submitted in writing by contacting the purchasing department.

DeSoto County reserves the right to reject any and all bids, to waive any informalities, and to accept all or any bid as deemed in the best interest of the County.

Unless otherwise noted, Payment of goods or services as a result of this solicitation will be made in accordance with Florida Statute.

All first time vendors must submit a W-9 Form with their response.

PLEASE NOTE: The County's servers will not allow some emails access to our system. We have opened an account with Google – desotopurchasing@gmail.com. If you have questions, please post to both email addresses to ensure receipt and that all questions will be answered in a timely manner.

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Project # **15-16-00ITB**

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DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

1. **Acceptance:** By the COUNTY of the Work as being fully complete in accordance with the Contract Documents.
2. **Addenda:** Written or graphic instruments issued prior to the execution of the Contract which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.
3. **Application for Payment:** The form furnished by the COUNTY which is to be used by the CONTRACTOR in requesting progress payments and an affidavit from the CONTRACTOR that progress payments theretofore received from the COUNTY on account of the Work have been applied by the CONTRACTOR to discharge in full all of the CONTRACTOR'S obligations stated in prior Applications for Payment.
4. **Approval:** Accept as satisfactory.
5. **Bid:** The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
6. **Bidder:** Any person, firm or corporation submitting a Bid for the Work.
7. **Change Order:** A written order to the CONTRACTOR signed by the COUNTY authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Contract.
8. **Contract:** The written agreement between the COUNTY and the CONTRACTOR covering the Work to be performed; and Bid Documents incorporated by reference.
9. **Bid Documents:** Advertisement for Bids, the Invitation to Bid, Instructions for Bidders, the sample Contract, General Conditions, Special Conditions and the Technical Specifications.
10. **Contract Price:** The total moneys payable to the CONTRACTOR under the Contract Documents.
11. **Contract Time:** The number of calendar days stated in the Contract for the completion of the Work.
12. **Contracting Officer:** The COUNTY or the Individual who is authorized to sign the Contract Documents on behalf of the COUNTY.

- 13. Contractor:** The person, firm or corporation with whom the COUNTY has executed the Contract.
- 14. County:** DeSoto County, Florida, acting through its Board of County Commissioners.
- 15. Day:** A calendar day of twenty-four (24) hours measured from midnight to the next midnight (excluding holidays observed by DeSoto County).
- 16. Modification:** (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation issued by the Project Manager.
- 17. Notice of Award:** The written notice by the COUNTY to the successful Bidder stating that upon compliance with the conditions precedent within the time specified, COUNTY will execute and deliver the Contract.
- 18. Notice to Proceed:** A written notice given by COUNTY to CONTRACTOR identifying the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform its obligations under the Scope of Work.
- 19. Project:** The entire service to be performed as provided in the Scope of Work.
- 20. Resident Project Representative:** An authorized representative of the COUNTY assigned to observe the Work performed and materials furnished by the CONTRACTOR. The CONTRACTOR shall be notified of the identity of this representative.
- 21. Samples:** Physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- 22. Scope of Work:** Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Scope of Work, including all labor, materials, equipment and other incidentals, and the furnishing thereof.
- 23. Shop Drawings:** All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work as required by the Contract Documents.
- 24. Specifications:** Those portions of the Scope of Work consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.
- 25. Subcontractor:** An individual, firm or corporation having a direct contract with

CONTRACTOR or with any other Subcontractor for the performance of a part of the Work.

26. Supplier: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

27. Written Notice: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapproval required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the Corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation, or if delivered at or sent by registered mail to the last business address known to him/her who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the COUNTY under this Contract shall be delivered to the COUNTY.

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GENERAL CONDITIONS

BIDDER: To insure acceptance of the bid, follow these instructions

1. **ACCEPTANCE:** Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Any increase in cost for items not delivered as specified in the solicitation may be charged against the Contractor.
2. **AMENDMENTS:** No amendment, modification or supplement to the Contract shall be binding unless it is in writing and signed by authorized representative of both parties.
3. **APPLICABLE LAW:** The Contract shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the Courts of the State of Florida.
4. **ASSIGNMENT:** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the County. Assignment or transfer of the resulting Contract without written consent of the County may be construed by the County as a breach of contract sufficient to cancel this Contract at the discretion of the County.
5. **AVAILABILITY OF FUNDING:** Award of this solicitation is contingent upon availability of funding. Furthermore, during the contract period, if funding to finance all or part of the award resulting from this solicitation becomes unavailable, the County reserves the right to terminate such Contract after providing the Contractor no less than twenty-four (24) hours written notice. The County shall be the final authority as to the determination of availability of funding. The County agrees to reimburse the Contractor for any authorized goods or services provided prior to the Contractor's receipt of the aforesaid termination notice.
6. **COMPLETE AGREEMENT:** The parties agree that the conditions of purchase stated herein or attachments hereto set forth their entire Contract and there are no promises or understandings other than those stated herein, and that any prior negotiations between the County and Contractor or terms or conditions of sales set forth in the Contractor's quotation or order or sales acknowledgement shall not constitute a part of the Contract between the County and Contractor concerning this purchase. The term "Contract" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.
7. **COMPLIANCE:** A submission of a bid shall constitute an incontrovertible representation by a bidder that the bidder has complied with every requirement herein, and that without exception the bid is premised upon performing the Work

required by the Contract Documents with such means, methods, techniques, sequences, or procedures as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

8. **COMPLIANCE WITH LAWS:** Contractor represents and warrants that the performance of this order and the furnishing of goods or services required shall be in accordance with the applicable standards, provisions, and stipulations of all pertinent Federal, State or County laws, rules, regulations, resolutions, and ordinances including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.
9. **CONFLICT OF INTEREST:** The award hereunder is subject to Chapter 112, Florida Statutes. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of DeSoto County. Further, all bidders must disclose the name of any DeSoto County employee who owns, directly or indirectly, an interest of five percent (5%) or more of the bidder's firm or any of its branches.
10. **CONTRACTORS'S OBLIGATIONS:** Contractor agrees to perform and complete the service described in the solicitation in accordance with the work requirements of this Contract and attached exhibits. Contractor shall furnish all labor, supervision, equipment, and materials for the service. Experienced, qualified supervisors of the Contractor are essential to the satisfactory performance of the Work. The County may consider lack of competent capable supervision as grounds to reject a bid or terminate this Contract. An experienced, qualified supervisor should have approximately two years of experience and one-year of supervisory experience doing the type of work requested in this solicitation. The County reserves the right to determine supervisory competence. Supervisors must be able to communicate fluently in English and in any language that crew members use to communicate.
11. **CONTRACTOR'S OWN FORCES:** No more than seventy-five percent (75%) of the dollar value of the total contract work may be accomplished by subcontractors. Balance of the work must be accomplished by successful bidder's own forces. Each bidder must furnish with its Bid Form, a list of the items it proposes to subcontract and the estimated cost of these items.
12. **DELAYS AND EXTENSION OF TIME:** The Contractor shall not be entitled to any claim for damages including loss of profits, loss of use, overhead expenses, equipment rental, etc., because of hindrances or delays for any cause whatsoever, but if occasioned by an act of God, or by any act or omission on the part of the County. County's agents or governmental agencies having jurisdiction, such act, hindrance or delay may entitle the Contractor to an

extension of time in which to complete the Work, which shall be determined by the County, provided that the Contractor will give written notice within two (2) weeks as provided herein of the cause of such act, hindrance, or delay. An extension of Contract Time shall be the Contractor's sole and exclusive remedy for all claims for delay, including delays attributable to breach of Contract or tort. However, the Contract Time will NOT be extended past the completion date stipulated in the County's Grant Agreement, if there is a Grant associated with the Work.

If any emergency or natural disaster causes delay or interferes with the use or delivery of the products/services described in this solicitation, the County reserves the right to acquire from other sources any products/services during any suspension of delivery.

13. **DIRECT PURCHASE:** The County reserves the right, at the County's sole option, to utilize the Purchasing Department's direct purchasing ordering system. Direct purchase orders may be issued for applicable supplies and equipment to be utilized in the County's solicitations in order to recover applicable sales tax on these purchase orders.
14. **DISPUTES:** In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the DeSoto County Board of County Commissioners shall be final.
15. **DISQUALIFICATION:** More than one bid from an individual, firm, partnership, corporation or association under the same or different names will not be considered. If the County believes the bidder is interested in more than one bid for the work contemplated, all bids in which such bidder is interested in shall be rejected. If the County believes collusion exists among bidders, all bids shall be rejected.
16. **DOCUMENT CONFLICTS:** In the event of inconsistency between the Drawings and Specifications or within either the Drawings or Specifications not clarified by addendum, the better quality or the greater quantity of work shall be provided in accordance with the Project Manager's interpretation.
17. **ERROR IN EXTENSION:** If the unit price and the extension price are at variance, the unit price shall prevail.
18. **EXAMINATION OF CONTRACT DOCUMENTS AND SITE:** It is the responsibility of each bidder before submitting a bid to:
 - A) Examine the Contract Documents thoroughly,
 - B) Visit the site to become more familiar with local conditions that may affect cost, progress or performance of the Work,
 - C) Consider Federal, State and local Laws and Regulations that may affect cost, progress or performance of the Work,
 - D) Study and carefully correlate the Bidder's observations with the Contract

- Documents and,
E) Notify the County of all conflicts, errors, or discrepancies in the Contract Documents.

Information and data reflected in the Contract Documents with respect to underground utilities at or contiguous to the site is based upon information and data furnished to the County by underground utilities companies or others, and the County does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise.

19. **FAILURE TO PERFORM:** If, during the term of the Contract, the Contractor should refuse or otherwise fail to perform any of its obligations under the Contract, the County reserves the right to:
- A) Obtain the goods or services from another Contractor; and/or
 - B) Terminate the Contract; and/or
 - C) Suspend the Contractor from bidding for a period of up to 24 months.
20. **INCURRED COST:** DeSoto County is not liable for any cost incurred by the Contractor prior to award. Costs for developing a response to this solicitation are entirely the obligation of the bidder and shall not be chargeable in any manner to DeSoto County.
21. **INDEMNIFICATION:** No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered as a result of any act, event or failure to act. The County shall not be liable in tort for the acts or omissions of an officer, employee or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human right, safety and property.

The successful bidder agrees to indemnify and hold harmless the County its officials, employees, and agents from and against any and all suits, claims, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Contractor or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of sole negligence of the County.

22. **INFORMALITIES AND IRREGULARITIES:** The County has the right to waive minor defects or violations of a bid from exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the bid for the County to properly evaluate the bid, the County has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that such concession does not affect the price,

quality, quantity, delivery, or performance time of the goods/services being procured.

23. **INSPECTION:** All goods and services shall be subject to inspection and approval by the County at all reasonable times including inspection during manufacture. Inspection and approval by the County at Contractor's plant does not preclude rejection for defects upon discovery by subsequent inspection. Any goods and services rejected by the County shall be promptly repaired or replaced at Contractor's expense. Any and all costs incurred by the County in connection with the return of goods rejected by the County as defective shall be at Contractor's risk and expense.
24. **INSURANCE:** The Contractor, at its own expense and in its own name must provide and keep in force during the term of this Contract, insurance coverage provided by a (a) company(s) licensed to conduct business in the State of Florida acceptable to the County with limits not less than indicated for the respective items or as otherwise agreed. Types of coverage and limits of liability shall be as set forth in the Special Condition.

If any insurance should be cancelled or changed by the insured or expire during the period of its bid award, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in the solicitation to maintain continuous coverage during the life of the award.

25. **LEGAL REQUIREMENTS:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the bidder will no way be cause for relief from responsibility.
26. **LICENSE/CERTIFICATIONS:** The successful Contractor will be required to secure, at its expense, the proper occupational license and/or any other license/certification required of the applicable service/work being performed. Proof of license and/or certification may be required prior to bid award. The bidder shall fully comply with all state and federal laws, County procurement policies, ordinances and regulations in any manner affecting the performance of the work. The bidder shall provide its occupation license number and expiration date.
27. **LIENS:** Before the final draw is payable, Contractor must furnish a sworn statement that all sums due for services, material or labor on the project have been paid in full. If the County receives any Notice to Owner on this Project, then in addition to the requirements set forth above, Contractor shall at the time of each draw furnish a partial waiver of lien from all subcontractors, material or labor providers, and at the time of the final draw shall furnish a final waiver of lien for each such subcontractor, material or labor provider; as a condition precedent to receiving any payment from the County. Contractor shall indemnify the

County and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of Contractor under this Contract; or the negligence of the Contractor in the performance of its duties under this Contract, or any act or omission on part of the Contractor, his agents, employees, or servants.

The Contractor, may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Purchasing Officer, to indemnify the County against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the County all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

28. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Desoto County, Florida; or in the Federal Courts, wherein venue shall lie in the Central District in and for the State of Florida. The Contractor expressly waives venue in any other location.
29. **LOCAL PREFERENCE POLICY:** DeSoto County has recently adopted a Local Preference Policy. A brief explanation and Affidavit is included in this Invitation to Bid, Form # 00380. This Affidavit must be included in your Bid Packet to claim Local Preference. To review the complete Policy, you can access the information at www.desotobocc.com/administration/purchasing.
30. **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.
31. **NONCONFORMING TERMS AND CONDITIONS:** A bid response that includes terms and conditions that do not conform to the terms and conditions in the solicitation are subject to rejection as nonresponsive. The County reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to determination by the County of non-responsiveness based on the submission of nonconforming terms and conditions.
32. **NON-EXCLUSIVE CONTRACT:** Award of this Contract shall impose no obligation on the County to utilize the Contractor for all work of this type, which may develop during the contract period. This is not an exclusive Contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest.
33. **OPERATION DURING DISPUTE:** In the event the County has not cancelled the Contract in accordance with the terms of the Contract, and there remains a dispute with the bidder and the County, the bidder agrees to continue to operate and perform under the terms of the Contract while such dispute is pending, and

further agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate until the final adjudication of such suit by the Court.

34. **PAYMENT TERMS:** Contractor shall prepare and submit to the Board of County Commissioners for approval, invoices for the services rendered under this Contract. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act, found in Part VII, Ch. 218, Florida Statutes. All invoices shall be accompanied by a report identifying the nature and progress of the Work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. The County reserves the right to withhold payment to Contractor for failure to perform the work in accordance with the provisions of this Contract and the County shall promptly notify Contractor if any invoice or report is found to be unacceptable and will specify the reasons.
35. **PERIOD OF OFFER VALIDITY:** Prices quoted must remain firm for a period of ninety (90) days from the bid opening date.
36. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES:** This solicitation may be extended to include other governmental agencies provided a cooperative Purchasing Agreement exists. Each political entity will be responsible for the execution of its own requirements with the awarded Seller.
37. **RIGHT TO AUDIT RECORDS:** In performance of this Contract, the Contractor shall keep books, records, and accounts of all activities related to the Contract, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Contractor in conjunction with the Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the County.
38. **SAFETY AND PROTECTION:** The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:
 - A) All employees on the work site and other persons who may be affected thereby,
 - B) All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and
 - C) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavement on roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
 - D) The Contractor will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

39. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.
40. **STATEMENT RELATIVE TO PUBLIC ENTITY CRIMES:** The bidder is directed to the Florida Public Entity Crime Act 287.133, Florida Statutes, and the County's requirement that the successful bidder comply with it in all respects prior to and during the term of the Contract.
41. **TERMINATION FOR CONVENIENCE:** The performance of work under the Contract may be terminated by the County in whole or in part whenever the County determines that termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least ten (10) days before the date of termination, specifying the extent to which performance of the work under the Contract is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination, except as otherwise directed, the Contractor shall stop work on the date of receipt of the Notice of Termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontractors; and settle all outstanding liabilities and claims.

42. **TERMINATION FOR DEFAULT:** The COUNTY shall be the sole judge of nonperformance, which shall include any failure on the part of the Contractor to accept the award, to furnish required documents, and/or to fulfill any portion of this Contract within the time stipulated. Upon default by the Contractor to meet any term of this Contract or related Exhibit, the County will notify the Contractor to advise the County of its plan for corrective action to remedy the default within three (3) days (weekends and holidays excluded). The corrective action plan must be accepted by the County. Failure on the Contractor's part to correct the default within the approved time period shall result in the Contract being terminated and the County notifying in writing the Contractor of the effective date of the termination. The following shall constitute an act of default:
- Failure to perform the Work required under the Contract and/or within the time required or failing to use the sub-consultants, entities, and personnel as identified and set forth, and to the degree specified in the Contract.
 - Failure to begin the Work under this Contract within the time specified.
 - Failure to perform the Work with sufficient workers to ensure timely completion.

- Neglecting or refusing to correct Work where prior work has been rejected as nonconforming with the terms of the Contract.
- Becoming insolvent, being declared bankrupt by a US Bankruptcy Court, renders the successful firm incapable of performing the Work in accordance with and as required by the Contract.
- Failure to comply with any of the terms of the Contract.
- Failure to pay sub-consultants or others pursuant to Work done under this Contract.

In the event of default, the Contractor shall pay any damages sustained by the County including attorney's fees and court costs incurred in collecting any damages. Title to all materials, work-in-progress, and completed but undelivered goods will pass to the County after costs are claimed and allowed. All documents prepared by the Contractor in connection with this Contract will be the property of the County.

The County Utilities Director shall authorize payment to the Contractor, the costs and expenses for Work performed by the Contractor prior to receipt of the Notice of Termination; however, the County may withhold from amounts due the Contractor such sums as the Administrative Services Director deems to be necessary to protect the County against loss caused by the Contractor because of the default.

43. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any County employee. Only those communications which are in writing from an authorized County representative may be considered. Only written communications from Contractor which are assigned by a person designated as authorized to bind the company will be recognized by the County as duly authorized expressions on behalf of the company.

NOTE: ANY AND ALL SPECIAL CONDITIONS ATTACHED HERETO WHICH MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

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SPECIAL CONDITION

1. INSURANCE REQUIREMENTS:

WORKERS' COMPENSATION:

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM REQUIRED:

Vendor shall maintain Commercial General Liability (CGL) Insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at \$100,000.

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:

Vendor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

EVIDENCE OF INSURANCE:

The Vendor shall furnish the County with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County is to be specifically included as an additional insured on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All Certificates of Insurance must be on file with and approved by the County before the commencement of any work activities.

2. The Bidder's timely response under the terms of this Contract is paramount. The unavailability of the low bidder (depending on the urgency of the County's needs) may result in the award/project being authorized for the next low bidder.

3. Work must begin no later than 10 days after the issuance of a Notice to Proceed, unless otherwise provided.

4. The County may terminate this Contract at its convenience within 10 days advance

written notice to the Contractor.

5. It is the responsibility of the bidder to contact the Purchasing Department prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid. Any questions relative to interpretation of requirements, scope of services or bid process shall be addressed in writing as indicated below. No inquires, if received within seven (7) days of the date set for the opening of bids, will be given consideration. **Oral answers will not be authoritative.**

6. DeSoto County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers are to be included as an additional Insured on both the Commercial General Liability and Commercial Automobile Liability. DeSoto County is to be named insured as DeSoto County Board of County Commissioners. Insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. Renewal certificates shall be sent to the County 30 days prior to any expiration date. There shall also be a 30 day notification to the County in the event of a cancellation or modification of any stipulated insurance coverage.

7. Certificates of insurance meeting the required insurance provisions shall be forwarded to the Purchasing Department upon Notice of Award, prior to commencement. **For the purpose of identification, when submitting insurance, the bid name and number must be included on the certificate.**

8. **CONTRACTOR AND COUNTY DEFINED.**

As used in these specifications, the term "CONTRACTOR" refers to Seller and the term "COUNTY" refers to Purchaser, as defined in the terms and conditions applicable to this Contract. All person acting for Contractor, such as employees, subcontractors, and agents of the Contractor are included in the meaning of Contractor.

9. **CONTRACTOR OBLIGATIONS.**

Contractor agrees to perform and complete the service described in the Bid Documents in accordance with the work requirements of this Contract and attached exhibits. Contractor shall furnish all labor, supervision, equipment, and materials for the service. Experienced, qualified supervisors of the Contractor are essential to the satisfactory performance of the work. The County may consider lack of competent and capable supervision as grounds to reject a bid or terminate this Contract. An experienced, qualified supervisor should have approximately two years of experience doing the type of work requested in this Bid and one-year of experience supervising crews doing the type of work requested in this Bid. The County reserves the right to determine supervisory competence. Supervisors must be able to communicate fluently in English and in any language that crew members use to communicate.

10. **ADDITIONAL INFORMATION.**

Questions about the Contract and Technical portions of the bid must be submitted in writing to the person listed below. Bidders are cautioned that any statements made

by the Contract and technical contact person that materially change any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document. To find out whether the County intends to issue an amendment, contact the person listed below. No contract or technical question will be accepted after seven (7) day prior to the date set for bid opening
Direct inquires to:

Cindy Talamantez, CPPB
Purchasing Manager
DeSoto County Board of County Commissioners
201 East Oak Street, Suite 203
Arcadia, Florida 34266
863-993-4816 Office
863-993-4819 Fax
c.talamantez@desotobocc.com

PLEASE NOTE: The County's servers will not allow some emails access to our system. We have opened an account with Google – desotopurchasing@gmail.com. If you have questions, please post to both email addresses to ensure receipt and that all questions will be answered in a timely manner

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TECHNICAL SPECIFICATIONS & CONDITIONS

CONTRACT FOR WATER AND WASTEWATER QUALITY SAMPLING AND LABORATORY TESTING FOR THE DESOTO COUNTY UTILITIES WATER AND WASTEWATER TREATMENT PLANTS, WATER AND WASTEWATER SYSTEMS, AND SPRAY FIELDS.

TS-01 GENERAL:

- A. The Laboratory will furnish all labor and materials to field sample certain items as requested by the County on weekdays and weekends as required, provide all sample containers for samples collected by the County, and perform laboratory testing for all of the items identified herein and report the findings. Unit prices for each test are to include all labor, pick-up of tests, transportation, fuel, freight, overhead, chemicals, equipment, tools, capital and administrative costs.
- B. Quantities of test shown on the Bid Form are the expected number of tests required during the Contract period or renewal. The County reserves the right to require more or less testing at the same unit price for each item.
- C. The Laboratory must be available to meet scheduled and unscheduled FDEP testing requirements. DeSoto County Utilities personnel will work with the Laboratory to meet FDEP additional sampling in a timely manner.

TS-02 SUBMITTALS:

- A. The Laboratory will furnish a copy of their current certification with the Department of Health and Rehabilitative Services (HRS) prior to starting work.
- B. One (1) copy and one (1) electronic copy of all laboratory analysis will be furnished for all testing performed. Testing methods will be identified as requested by the Department of Environmental Protection (DEP) or the County.
- C. Reports will be prepared to meet the requirements of all Florida Administration Code (FAC) and the Florida Department of Health reporting requirements.

TS-03 LABORATORY QUALIFICATIONS:

- A. The Laboratory will have current certifications from the HRS in accordance with Section 403.863, Florida Statutes, and will remain current during the Contract Period.
- B. All testing must meet FDEP permit requirements and Florida Administration Code (FAC) for each location for both water and wastewater treatment. The Utilities Department will provide copies of all

permits.

TS-04 LABORATORY REPORTS:

- A. All laboratory results must include Department of Environmental Protection/Environmental Protection Agency (DEP/EPA) maximum contaminant levels (MCL) for each parameter tested.
- B. All testing reports must be in Excel electronic form (spreadsheet).

TS-05 FIELD SAMPLING AND LABORATORY TESTING:

- A. When sampling monitoring wells, static water level in each well will be recorded prior to the evacuation of the well for sample collection. Measurement of water elevation will be referenced to National Geodetic Vertical Datum (NGVD) at the precision of plus or minus 0.01 feet and be reported as compared to sea level elevation. This information will be submitted to each quarter's analytical results. Wells must then be purged as required prior to sampling. Groundwater sampling results will be submitted on DEP Form 62-620.910 (10) (or latest revision), or a facsimile thereof. Compliance with groundwater standards must be determined by analysis of unfiltered samples.
- B. Sampling and testing includes field sampling, sampling apparatus, decontamination procedures between sample locations, sample containers, preservation and transportation of sample to laboratory, reporting field and lab results tabulated and contaminate name, sample level and state MCL.
- C. Laboratory work will be done in accordance with the requirements of HRS, Florida Department of Health, DEP, National Environmental Laboratory Accreditation Conference (NELAC), National Environmental Laboratory Accreditation Program (NELAP), and FAC 62-550, Part VI analytical methods.
- D. The Laboratory will be responsible for following the reporting guidelines of each test as related to the applicable permit.

TS-06 FIELD TECHNICIAN:

- A. Successful bidder to provide trained Field Technician with appropriate equipment to perform field-testing on an as needed basis as directed by the DeSoto County Utilities. All sampling costs are to include charges for trained Field Technician and equipment as appropriate.
- B. Successful bidder to provide insured vehicle as required for Field Technician to be transported to and from sampling point. Charges for said vehicle and transportation charges are to be included in each sampling cost.

TS-07 TERM OF CONTRACT:

The initial Contract term will be for two (2) years. The County reserves the right to extend the Contract Period for two (2) additional one (1) year periods upon mutual agreement with the successful bidder.

ITEM I: SCHEDULE OF TEST: WATER/ WASTEWATER TREATMENT PLANTS AND WATER/WASTEWATER SYSTEMS (DEP PERMIT)

Water/Wastewater Treatment Plants and Collection/Distribution/Transmission Water/Wastewater systems will be normally sampled and/or composite by Utilities personnel except for groundwater monitoring wells in accordance to the FDEP Wastewater Treatment Plant operating permit and F.A.C. It will be the responsibility of the awarded Laboratory to contact Utilities personnel and establish a schedule with dates and times to pick up and/or collect all required samples. Any change in the Laboratory's schedule will require a two-week notice.

There will be weekly pickups and the awarded Laboratory will be responsible for furnishing all sample bottles and containers.

The awarded Laboratory will analyze all samples to comply with all Federal, FDEP and FDOH rules/regulations.

It is the responsibility of the awarded Laboratory to obtain a copy of the FDEP operating permits to know the required testing and sequence of sampling.

The depth and diameter of the monitoring wells to be sampled and permit numbers are as follows:

Water

DeSoto Correctional Institution PWS#6140451

Lake Suzy Water System PWS#6144856

DeSoto County Public Water Supply PWS #614898

Wastewater

DeSoto Correctional Institution WWTP #FLA011987

DeSoto County Regional WWTP #FLA530808

Lake Suzy WWTP #FLA0119644

The wells are 2" diameter by approximately 25 feet deep.

Samples will need to be picked up by the Lab on Wednesdays of every week. Samples can be picked up from Desoto Correctional Institution Wastewater Treatment Facility, the DeSoto County Regional Wastewater Treatment Facility and/or the Lake Suzy Wastewater Treatment Facility.

DeSoto County Utilities staff will pull all samples with the exception of the ground water monitoring well samples. Staff will have samples ready for pick up on Wednesday of each week at the DeSoto Correctional Institution Wastewater Treatment Facility, the DeSoto County Regional Wastewater Treatment Facility and/or the Lake Suzy Wastewater Treatment Facility.

Primary inorganics are to include asbestos. SOCs are to include Dioxin.

The lab tests of the 6 monitoring wells will need to times the rate per test to get the total for the quarter, then times that amount by each quarter times four (4) quarters to get the annual total.

Example:

Quantity	Cost per monitoring well (each)	Total per Quarter	Annual Total
6	\$20.00	\$120.00	\$480.00

DeSoto Regional WWTP 6 Monitoring Wells	Depth	Easy Accessibility	Restriction
Background	45.16'	Yes	None
MWI-01	41.30'	Yes	None
MWC-01	43.37'	Yes	None
MWC-02	42.11'	Yes	None
MWC-03	41.41'	Yes	None
MWC-04	41.41'	Yes	None
DeSoto Correctional Institution 6 Monitoring Wells			
DeSoto Correctional Institution 6 Monitoring Wells	Depth	Easy Accessibility	Restriction
Background	71.15'	Yes	None
MWI-01	72.55'	No	Behind shooting range. Have to make arrangements for testing date and time.
MWI-01	72.89'	Yes	None
MWC-01	92.86'	No	Behind locked gate. Have to make arrangements to get through gate.
MWC-02	94.50'	Yes	None
MWC-03	93.01'	Yes	None

NOTE: You will always need to make arrangement with staff when going to DeSoto Correctional Institution as this is a prison and the Utilities Department will need a two week notice prior to pulling the monitoring well samples.

Please include sampling costs in the per test cost.

**BID FORM DESOTO COUNTY UTILITIES
ANNUAL REQUIREMENT FOR LAB TESTING OF WASTEWATER SAMPLES**

DESOTO COUNTY REGIONAL WASTEWATER TREATMENT PLANT			
<u>Influent</u>	<u>Frequency</u>	<u>Per Year</u>	<u>Per Test Cost</u>
BOD, Carbonaceous 5 day	Weekly	52	\$
Solids, Total Suspended	Weekly	52	\$
<u>Effluent</u>	<u>Frequency</u>	<u>Per Year</u>	<u>Per Test Cost</u>
BOD, Carbonaceous 5 day	Weekly	52	\$
Solids, total Suspended	Weekly	52	\$
Coliform, Fecal	Weekly	52	\$
Total Phosphorus	Monthly	12	\$
Total Nitrogen	Monthly	12	\$
<u>Drinking Water Standards</u>	<u>Frequency</u>	<u>Per 5 Years</u>	<u>Per Test Cost</u>
Primary and Secondary Inorganics	Every 5 years before Permit Renewal	1	\$
Radium 226 & 228	Every 5 Years before Permit Renewal	1	\$
Dioxins	Every 5 Years before Permit Renewal	1	\$
<u>Reclaim Water Analysis</u>	<u>Frequency</u>	<u>Per 5 Years</u>	<u>Per Test Cost</u>
Giardia	Every 5 Years after Permit Renewal	1	\$
Cryptosporidium	Every 5 Years after Permit Renewal	1	\$
<u>Wastewater Residuals (Sludge) analysis for landfill application.</u>			
NOTE: Sludge Analysis tests are to include all tests listed below per testing period.			
<u>Parameter</u>	<u>Frequency</u>	<u>Per Year</u>	<u>Per Test Cost</u>
Total Solids	Annually	1	\$
Ph	Annually	1	\$
Total Nitrogen	Annually	1	\$
Potassium	Annually	1	\$
Total Phosphorus	Annually	1	\$
Arsenic	Annually	1	\$
Cadmium	Annually	1	\$
Copper	Annually	1	\$
Lead	Annually	1	\$
Molybdenum	Annually	1	\$
Nickel	Annually	1	\$
Selenium	Annually	1	\$
Zinc	Annually	1	\$
Mercury	Annually	1	\$
		Page Total	\$

DESOTO CORRECTIONAL INSTITUTION WASTEWATER TREATMENT PLANT			
<u>Influent</u>	<u>Frequency</u>	<u>Per Year</u>	<u>Per Test Cost</u>
BOD, Carbonaceous 5 day	Monthly	12	\$
Solids, Total Suspended	Monthly	12	\$
<u>Effluent</u>	<u>Frequency</u>	<u>Per Year</u>	<u>Per Test Cost</u>
BOD, Carbonaceous 5 day	Every two weeks	26	\$
Solids, Total Suspended	Every two weeks	26	\$
Coliform, Fecal	Every two weeks	26	\$
<u>Drinking Water Standards</u>	<u>Frequency</u>	<u>Per 5 Years</u>	<u>Per Test Cost</u>
Primary and Secondary Inorganics	Every 5 Years before Permit Renewal	1	\$
Radium 226 & 228	Every 5 Years before Permit Renewal	1	\$
Dioxins	Every 5 Years before Permit Renewal	1	\$
<u>Reclaim Water Analysis</u>	<u>Frequency</u>	<u>Per 5 Years</u>	<u>Per Test Cost</u>
Giardia	Every 5 Years after Permit Renewal	1	\$
Cryptosporidium	Every 5 Years after Permit Renewal	1	\$
LAKE SUZY WASTEWATER TREATMENT PLANT			
<u>Influent</u>	<u>Frequency</u>	<u>Per Year</u>	<u>Per Test Cost</u>
BOD, Carbonaceous 5 day	Monthly	12	\$
Solids, Total Suspended	Monthly	12	\$
<u>Effluent</u>	<u>Frequency</u>	<u>Per Year</u>	<u>Per Test Cost</u>
BOD, carbonaceous 5 day	Every two weeks	26	\$
Solids, Total Suspended	Every two weeks	26	\$
Coliform, Fecal	Every two weeks	26	\$
Total Nitrogen	Every two weeks	26	\$
<u>Drinking Water Standards</u>	<u>Frequency</u>	<u>Per 5 Years</u>	<u>Per Test Cost</u>
Primary and Secondary Inorganics	Every 5 Years before Permit Renewal	1	\$
Radium 226 & 228	Every 5 Years before Permit Renewal	1	\$
Dioxins	Every 5 Years before Permit Renewal	1	\$
<u>Reclaim Water Analysis</u>	<u>Frequency</u>	<u>Per 5 Years</u>	<u>Per Test Cost</u>
Giardia	Every 5 Years after Permit Renewal	1	\$
Cryptosporidium	Every 5 Years after Permit Renewal	1	\$
		Page Total	\$

ITEM II: SCHEDULE OF TEST-EFFLUENT SPRAY FIELD (DEP PERMIT)

A. GROUND WATER MONITORING WELLS QUARTERLY ANALYSIS:

There are currently two (2) Wastewater Treatment Plants owned and operated by DeSoto County Utilities. All wells established by permit for ground water monitoring will be sampled by the contracted lab and analyzed each calendar quarter for the following parameters. Additional samples, wells and parameters may be required based upon subsequent analyses (samples to be collected in January, April, July and October) or other dates approved by the Utilities Department personnel.

<u>GROUND WATER MONITORING WELL TESTING FOR SIX (6) WELLS – DESOTO COUNTY REGIONAL WASTEWATER TREATMENT PLANT</u>			
<u>Parameter</u>	<u>Frequency</u>	<u>Per Year</u>	<u>Per Test Cost</u>
Water Level NGVD	Quarterly	4	\$
Nitrogen, Nitrate, Total (as N)	Quarterly	4	\$
Solids, Total Dissolved (TDS)	Quarterly	4	\$
Arsenic, Total Recoverable	Quarterly	4	\$
Chlorides (as C1)	Quarterly	4	\$
Cadmium, Total Recoverable	Quarterly	4	\$
Chromium, Total Recoverable	Quarterly	4	\$
Lead, Total Recoverable	Quarterly	4	\$
Coliform, Fecal	Quarterly	4	\$
pH *	Quarterly	4	\$
Sulfate, Total	Quarterly	4	\$
Turbidity *	Quarterly	4	\$
Sodium, Total Recoverable	Quarterly	4	\$
Specific Conductance *	Quarterly	4	\$
Temperature (C), Water *	Quarterly	4	\$
Dissolved Oxygen (DO) *	Quarterly	4	\$
		Total	\$

* Refer to FDEP Operating Permit

<u>GROUND WATER MONITORING WELL TESTING FOR SIX (6) WELLS DESOTO CORRECTIONAL INSTITUTION WWTP</u>			
<u>Parameter</u>	<u>Frequency</u>	<u>Per Year</u>	<u>Per Test Cost</u>
Water Level NGVD	Quarterly	4	\$
Nitrogen, Nitrate, Total (as N)	Quarterly	4	\$
Solids, Total Dissolved (TDS)	Quarterly	4	\$
Arsenic, Total Recoverable	Quarterly	4	\$
Chlorides (as C1)	Quarterly	4	\$
Cadmium, Total Recoverable	Quarterly	4	\$
Chromium, Total Recoverable	Quarterly	4	\$
Lead, Total Recoverable	Quarterly	4	\$
Coliform, Fecal	Quarterly	4	\$
pH *	Quarterly	4	\$
Sulfate, Total	Quarterly	4	\$
Turbidity *	Quarterly	4	\$
Sodium, Total Recoverable	Quarterly	4	\$
Specific Conductance *	Quarterly	4	\$
Temperature (C), Water *	Quarterly	4	\$
Dissolved Oxygen (DO) *	Quarterly	4	\$
		Total	\$

* Refer to FDEP Operating Permit

DESOTO COUNTY UTILITIES
ANNUAL REQUIREMENTS FOR LAB TESTING OF WATER SAMPLES
The following are tests that may be required throughout the year:

<u>DESOTO CORRECTIONAL INSTITUTION WATER TREATMENT PLANT</u>			
<u>Parameter</u>	<u>Frequency</u>	<u>Per Year</u>	<u>Per Test Cost</u>
Bacteriological	Monthly (7-Samples)	12	\$
	Unscheduled/Emergency - Weekday (2-Samples)	6	\$
	Unscheduled/Emergency- Weekend (2-Samples)	6	\$
Primary and Secondary Inorganics	Every Three Years	1 – per 3 years	\$
Nitrate/Nitrite	Annual	1	\$
Gross Alpha	Every Three Years	1 – per 3 years	\$
Radium – 226	Every Three Years	1 – per 3 years	\$
Radium – 228	Every Three Years	1 – per 3 years	\$
Uranium	Every Three Years	1 – per 3 years	\$
TTHM	Annually	1	\$
HAA5	Annually	1	\$
Pesticides / PCB's - also known as (S.O.C. - Synthetic Organic Contaminates	Every Three Years	1 – per 3 years	\$
TDS	Quarterly (3 Wells – 4,6 & 8)	4	\$
Chloride	Quarterly (3 Wells – 4,6 & 8)	4	\$
Sulfate	Quarterly (3 Wells – 4,6 & 8)	4	\$
Lead	Every Three Years	1 – per 3 years	\$
Copper	Every Three Years	1 – per 3 years	\$
V.O.C	Every Three Years	1 – per 3 years	\$
		Total	\$

LAKE SUZY WATER SYSTEM			
Parameter	Frequency	Per Year	Per Test Cost
Bacteriological	Monthly (4-Samples)	12	\$
	Unscheduled/Emergency-Weekday (2-Samples)	6	\$
	Unscheduled/Emergency Weekend (2-Samples)	6	\$
Nitrate/Nitrite	Annual	1	\$
TTHM	Quarterly	4	\$
HAA5	Quarterly	4	\$
Lead	Every Three Years	1 – per 3 years	\$
Copper	Every Three Years	1 – per 3 years	\$
		Total	\$

DESOTO COUNTY PUBLIC WATER SUPPLY SYSTEM			
Parameter	Frequency	Per Year	Per Test Cost
Bacteriological	Monthly (4-Samples)	12	\$
	Unscheduled/Emergency – Weekday (2-Samples)	6	\$
	Unscheduled/Emergency – Weekend (2-Samples)	6	\$
Nitrate/Nitrite	Annually	1	\$
TTHM	Quarterly	4	\$
HAA5	Quarterly	4	\$
Lead	Every Three Years	1 – per 3 years	\$
Copper	Every Three Years	1 – per 3 years	\$
		Total	\$

TRANSPORTATION WATER SYSTEM			
Parameter	Frequency	Per Year	Per Test Cost
Bacteriological	Quarterly (3-Samples)	4	\$
	Unscheduled/Emergency – Weekday (2-Samples)	6	\$
	Unscheduled/Emergency – Weekend (2-Samples)	6	\$
Nitrate/Nitrite	Annually	1	\$
Radium – 226	Annually	1	\$
Radium - 228	Annually	1	\$
		Total	\$

NOTE:

* All parameters will meet FDEP permit conditions in all facilities operated by DeSoto County Utilities.

* Amount of tests per location may change due to unforeseen failed tests.

CONTRACT FOR WATER WASTEWATER QUALITY SAMPLING & LABORATORY TESTING

TOTAL FOR ALL TEST ALL PAGES

\$ _____

WRITE OUT AMOUNT:

Company Name: _____

Contact Name: _____

Address: _____

City & State: _____

Phone: _____

Fax: _____

E-mail: _____

SIGNATURE: _____

DATE: _____

***This official bid form must be completed and used in submitting bid.
The Board reserves the right to accept or reject all bids, or any parts thereof.***

BIDDERS CHECKLIST

Bids will not be considered if the following documents and/or attachments are not completely filled out and/or submitted with bid.

_____ Completely Executed Bid Package (original and two (2) copies)

_____ Bid Proposal Form

_____ Qualifications Statement Form

_____ Hold Harmless Form

_____ Drug Free Workplace Form

_____ Public Entity Crimes Form

_____ Non-Collusion Agreement

_____ Local Preference Affidavit (If Applicable)

STATEMENT OF NO BID/SUBMITTAL

**DeSoto County Purchasing Department
201 East Oak Street, Suite 203
Arcadia, Florida 34266**

If you **do not** intend to submit a bid on this service, please return this form to the above address immediately or fax to 863-993-4819.

We the undersigned, have declined to submit a bid on the requested service **ITB NO. 15-16-00ITB, DeSoto County Water and Wastewater Quality Sampling and Laboratory Testing Services**, for the following reason(s):

- Insufficient time to respond to the Request for Proposal.
- We do not offer this service.
- Our schedule would not permit us to perform.
- Unable to meet bond/insurance requirements.
- Unable to meet specifications.
- Specifications are unclear (explain below).
- Remove us from your vendors' list for this service.
- Other (specify below).

Remarks: _____

Company name: _____

Signature: _____

Address: _____

Telephone: _____ Date: _____

3. If Offeror is an individual or a partnership, answer the following:

- a. Date of organization: _____
- b. Name, address and ownership units of all partners:

- c. State whether general or limited partnership: _____

4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

a. Under what other former names has your organization operated?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of the proposal. Please attach certificate of competency and/or state registration.

8. Have you personally inspected the site of the proposed work?

Yes _____ No _____

9. Did you attend the Pre-Proposal Conference? N/A

10. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

11. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

12. State the names, telephone numbers and last known addresses of three (3) businesses with the most knowledge of work which you have performed, and to which you refer (governmental entities are preferred as references).

NAME	CONTACT	ADDRESS	PHONE

13. List the pertinent experience of the key individual of your organization (continue on insert sheet, if necessary).

14. State the name of the individual who will have personal supervision of the services:

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATION TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

SIGNATURE

State of Florida
County of _____

On this the _____ day of _____, _____, before me, the undersigned Notary Public of the State of Florida, personally appeared _____ and

(Name(s) of individual(s) who appeared before Notary)
whose name(s) in/ are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, stamp, or type as commissioned.)

_____ Personally known to me, or

_____ Produced identification:

_____ DID take the oath, or

_____ DID NOT take the oath.

HOLD HARMLESS

Contractor shall indemnify and hold harmless the County, and the County's officers and employees from and against any and all liability, costs, losses, and damages (including but not limited to reasonable attorney's fees) arising out of or to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Contractor and other persons employed by or utilized by Contractor in their performance under this Contract.

Type of Organization (Please Check One): Individual Ownership Joint Venture
 Partnership Corporation

Name of Bidding Firm:

Mailing Address:

Location Address:

City & State: _____ **ZIP:** _____

Telephone: _____ **Fax Number:** _____

Name/Title of person authorized to bind the Company: _____

Signature of person authorized to bind the Company: _____

Date: _____

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ (name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature: _____

Dated: _____

**SWORN STATEMENT UNDER SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES - 00360**

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF _____
COUNTY OF _____

Before me, the undersigned, personally appeared who, being by me first duly sworn, made the following statement:

1. The business address of _____ [name of firm]

is _____

2. My relationship to _____ [name of firm]

is _____

[relationship, such as sole proprietor, partner, president, vice president].

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executive, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the firm nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the firm nor any affiliate of the

firm has been convicted of a public entity crime subsequent to July 1, 1989.

[Draw a line through paragraph 6 if paragraph 7 below applies.]

7. There has been a conviction of a public entity crime by the firm, or an officer, director, executive, partner, shareholder, employee, member or agent of the firm who is active in the management of the firm or an affiliate of the firm. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted vendor list. The name of the convicted person or affiliate is _____.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

[Draw a line through paragraph 7 if paragraph 6 above applies.]

SIGNATURE

State of Florida
County of _____

On this the _____ day of _____, _____, before me, the undersigned Notary Public of the State of Florida, personally appeared _____ and

(Name(s) of individual(s) who appeared before Notary)
whose name(s) in/ are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, stamp, or type as commissioned.)

_____ Personally known to me, or

_____ Produced identification:

_____ DID take the oath, or

_____ DID NOT take the oath.

NON-COLLUSION AFFIDAVIT

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any DeSoto County, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any DeSoto County, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

County employees may not contract with the County through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

Immediate family members (spouse, parents and children) are also prohibited from contracting with the County subject to the same general rules. Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the County Procurement Policy.

NAME	RELATIONSHIPS

In the event the vendor does not indicate any names, the County shall interpret this to mean that the vendor has indicated that no such relationships exist.

AFFIDAVIT

STATE OF FLORIDA, COUNTY OF DESOTO

BEFORE ME, the undersigned authority, personally came and appeared,

_____, who after being duly sworn, deposed and said that he is the fully authorized _____ of

(hereinafter referred to as affiant), and said affiant further said:

(1) That affiant has not and will not employ any person either directly or indirectly, to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the project or in securing the public contract are in the regular course of their duties for the affiant; and

(2) That no part of the contract price was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly

employed by the affiant whose services with the project are in the regular course of their duties for the affiant.

AFFIANT
SWORN TO AND SUBSCRIBED BEFORE ME ON THIS _____ DAY OF
_____, _____. NOTARY PUBLIC

AFFIANT

Company Name: _____

Address: _____

Phone Number: _____

Signature: _____

NON-COLLUSION AFFIDAVIT IN THE STATE OF

_____ IN THE COUNTY OF

_____ being first duly sworn, on oath, says that the bid above submitted is a genuine and not a sham or collusive bid or made in the interest of or on behalf of any person not therein named, and s/he further says that the said Bidder has not directly or indirectly induced or solicited any Bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding, and that said Bidder has not in any manner sought by collusion to secure her/himself an advantage over any other bidder or bidders. Subscribed and sworn before me this ____ day of _____, _____ NOTARY PUBLIC in and for the State of

_____ Signature

Seal



DeSoto County Board of County Commissioners
Administrative Services Department
201 East Oak Street, Suite 203
Arcadia, Florida 34266
PH: 863-993-4816 Fax: 863-993-4819

LOCAL VENDOR PREFERENCE QUALIFICATIONS - 00380

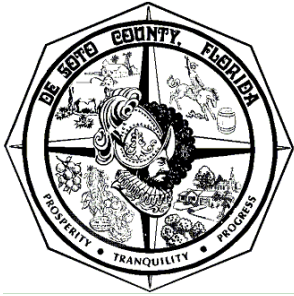
Pursuant to DeSoto County Purchasing Policy Section 21, a local bidder whose bid is within 5% of the lowest bid shall be allowed an opportunity to match the lowest bid amount when evaluating bids for supplies, equipment, materials, and services. Consideration will be given for ranking of RFP's and RFQ's pursuant to Section 21.2.3 of the policy. In order to qualify for this preference, a vendor must meet all of the following criteria:

1. The local business shall have established a place of business within DeSoto County at least one (1) year prior to publication of the bid documents.
2. Local bidders must possess a valid Local Business Tax Certificate, which has been issued by the DeSoto County Planning and Zoning Department, issued at least one (1) year prior to the advertisement of bids. If renewal is not with one (1) year, evidence of the prior year is required.

Bidders claiming local vendor preference for any Bid, Price Quote, or RFP must submit an Affidavit of Eligibility (see next page) with their bid or quote response, unless an approved affidavit is already on file. Submit completed affidavits via mail or fax to the following location:

DeSoto County Purchasing
201 East Oak Street, Suite 203
Arcadia, FL. 34266
Fax: 863-993-4819

For questions or assistance relating to the County's local vendor preference policy, call us at 863-993-4816.



DeSoto County Board of County Commissioners
Administrative Services Department
 201 East Oak Street, Suite 203
 Arcadia, Florida 34266
 PH: 863-993-4816 Fax: 863-993-4819

LOCAL VENDOR PREFERENCE

STATEMENT OF QUALIFICATIONS

Complete all areas below. Incomplete forms may be rejected. Submit by mail or fax to the above address.

1. LEGAL NAME OF BUSINESS: _____

MAILING ADDRESS	PHYSICAL ADDRESS (if different)

2. Year your business was established: _____

3. Local Business Tax Number: _____ Issued by: _____

4. Enter the Company Name and Address as it appears on permit:

5. Does your business have more than one office in the State of Florida?

Yes _____ No _____ If so, List: _____

6. Was the local business required to pay business and/or real property tax for the most recent tax year?

Yes _____ No _____

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the County in an attempt to qualify for local preference shall be prohibited from bidding on DeSoto County products and services.

Authorized Signature: _____ Date: _____

Printed Name & Title: _____ Phone: _____

LOCAL PREFERENCE POLICY
AFFIDAVIT OF ELIGIBILITY

A. Authorized Representative

I, [name] _____, am the [title] _____
and the duly authorized representative of:
[name of business] _____ and that I possess
direct personal knowledge to make informed responses to these certifications and the legal
authority to make this Affidavit on behalf of the business for which I am acting on behalf of.

B. Place of Business: I certify that the above business is legally authorized to engage in the sale
of goods and/or services and has a physical place of business in DeSoto County. The physical
address of the location, which meets the above criteria, is:

Initial _____

C. Business History: I certify that business operations have been handled at the above physical
location for at least one (1) year and began on [date] _____ Initial

D. Fees and Taxes: I certify that this business is not delinquent in the payment of fees,
assessments, taxes to any governmental unit or taxing authority within DeSoto County, with
the exception of those, which are the subject of a legal current appeal. [Initial] _____

*Each of the above certifications is required to meet the qualification of "Local Business" under
the DeSoto County Procurement Policy.*

Signature of Affiant

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, _____, by
(name of person making statement).

(Notary Seal) Signature of Notary: _____

Name of Notary (typed or printed) _____

Personally Known _____ OR Produced Identification _____ Type of Identification Produced _____

Submit executed copy to DeSoto County Purchasing, 201 E Oak St., Suite 203, Arcadia, FL.34266

(SAMPLE)
**CONTRACT FOR PROFESSIONAL AND TECHNICAL
SERVICES FOR WATER AND WASTEWATER QUALITY
SAMPLING AND LABORATORY TESTING SERVICES**

Bid No. 15-16-00ITB

THIS CONTRACT is made this _____th day of _____, 2015, between **BOARD OF COUNTY COMMISSIONERS, DESOTO COUNTY, FLORIDA**, a Political subdivision of the State of Florida hereinafter referred to as ("COUNTY"), whose address is 201 East Oak Street, Arcadia, Florida 34266, and _____ a _____ authorized to do business in the State of Florida, hereinafter referred to as ("CONTRACTOR"), whose address is _____.

WHEREAS, the COUNTY desires to retain a CONTRACTOR for Water Wastewater Quality Sampling & Laboratory Testing. All specific duties are listed within the Technical Specifications also referred to in this Contract at the Scope of Services attached hereto as "Exhibit A"; and

WHEREAS, CONTRACTOR desires to render certain services described as Water Wastewater Quality Sampling and Laboratory Testing Services as listed in Exhibit "A" to be utilized by the DeSoto County Utilities Department and has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, the COUNTY, through a competitive selection process conducted in accordance with the requirements of the Law and County Policy, has determined that it would be in the best interest of the COUNTY to award a Contract to the CONTRACTOR for the rendering of those services described in the Scope of Service; and

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

SECTION 1: The foregoing "Whereas" clauses are hereby incorporated by reference, affirmed, and ratified by the parties as true and correct.

SECTION 2. EMPLOYMENT OF CONTRACTOR.

The COUNTY hereby agrees to engage CONTRACTOR, and CONTRACTOR hereby agrees to perform the services set forth in the Scope of Services.

SECTION 3. THE COUNTY'S RESPONSIBILITY.

Except as provided in the Scope of Services, the COUNTY'S responsibility are as follows:

A. To provide, within a reasonable time from request of CONTRACTOR, existing data, plans reports, and other information in the COUNTY'S possession or under the COUNTY'S control which are necessary for the execution of the duties of the CONTRACTOR in the Scope of Services; and to provide full information regarding requirements of the Scope of Services, including objectives, budget constraints, criteria and other requirements that exist at the time of signing of this Contract or which may develop during the execution of this Contract.

B. To give prompt written notice to CONTRACTOR if the COUNTY observes or otherwise becomes aware of any fault or defect in the Scope of Services or non-conformance with the Contract Documents.

C. To furnish required information, services, render approvals, and decisions as expeditiously as necessary for the orderly progress of CONTRACTOR'S services.

D. The COUNTY hereby designates the County Utilities Director to act on the COUNTY'S behalf with respect to the Scope of Services. The Utilities Director shall have complete authority to transmit instructions, receive information, interpret and define COUNTY policies and decisions with respect to materials, elements and systems pertinent to CONTRACTOR'S services.

SECTION 4. TIME OF PERFORMANCE.

The CONTRACTOR agrees to commence work immediately after receipt of a Notice to Proceed and shall fully and completely perform the Scope of Services by the dates set forth in the Scope of Services. This Contract constitutes a Time of Performance of an initial two-year (2) period with two (2) additional one (1) year extensions upon mutual consideration and approval by both the CONTRACTOR and the COUNTY. The CONTRACTOR shall make no claims for additional compensation or damages due to suspensions, delays or hindrances. CONTRACTOR may only be compensated for the extension of time as the COUNTY may decide. However, such extension shall not operate as a waiver of any other rights of the COUNTY.

SECTION 5. COMPENSATION.

Compensation for the Scope of Services performed by CONTRACTOR shall be

payable as follows:

A. The COUNTY shall pay an amount of _____ (\$_____) annually. Quantities of tests shown in the Bid Documents are the expected number of tests required during the Contract period or renewal. The COUNTY reserves the right to require more or less testing at the same unit price for each item. CONTRACTOR may submit invoices on a monthly basis for work completed by the 25th of each month.

B. CONTRACTOR shall prepare and submit to the Board of County Commissioners for approval, invoices for the services rendered under this Contract. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report identifying the nature of the work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. The COUNTY reserves the right to withhold payment to CONTRACTOR for failure to perform the work in accordance with the provisions of this Contract and the COUNTY shall promptly notify CONTRACTOR if any invoice or report is found to be unacceptable and will specify the reasons therefore.

C. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, will survive final payment and termination or completion of this Agreement.

SECTION 6. DOCUMENTS.

The documents which comprise this Agreement between the COUNTY and CONTRACTOR are attached hereto and made a part hereof and consist of the following:

- A. This Agreement:
- B. Technical Specifications attached hereto as Exhibit "A" consisting of _____ pages;
- C. Bid Tabulation Sheet attached hereto as Exhibit "B" consisting of _____ pages.

SECTION 7. GENERAL CONSIDERATIONS.

A. Subcontractors. If CONTRACTOR subcontracts any of the work required under this Contract, CONTRACTOR agrees to include in the subcontract that the

subcontractor is bound by the terms and conditions of this Contract with the COUNTY. CONTRACTOR agrees to include in the subcontracts, which it awards that the subcontractor shall hold the COUNTY and CONTRACTOR harmless against all claims of whatever nature by the subcontract arising out of the subcontractor's performance of work under this Contract.

B. Public Records. CONTRACTOR shall allow public access to all documents, reports, papers, letters or other materials, subject to the provision of Chapter 119, Florida Statutes, prepared or received by CONTRACTOR in conjunction with this Contract. It is expressly understood that upon receipt of substantial evidence of CONTRACTOR'S refusal to comply with this provision, the COUNTY will have the right to terminate this Contract for breach.

C. Equal Employment and Non-Discrimination. In connection with the work to be performed under this Contract, CONTRACTOR agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity Statutes and Regulations.

D. Contract Assurance. The CONTRACTOR, Sub recipient or Subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. Failure of the CONTRACTOR to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Recipient deems appropriate.

SECTION 8. 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 Contract 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 Contract. For the breach or violation of this provision, the COUNTY shall have the right to terminate this Contract 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 9. TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT.

CONTRACTOR certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original Contract price and any additions thereto shall be adjusted to exclude any significant sums by which the COUNTY determines the contract price was increased due to inaccurate, incomplete, and other factual unit costs. CONTRACTOR represents that he has furnished a Public Entity Crimes Affidavit pursuant to Section 287.113, Florida Statutes.

SECTION 10. INSURANCE.

A. The CONTRACTOR shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, professional liability, works compensation and other insurance as is appropriate for the services being performed hereunder by CONTRACTOR, its employees or agents. The amounts and types of insurance shall conform to the following minimum requirements:

1. **WORKERS' COMPENSATION:**

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

2. **COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM REQUIRED:**

CONTRACTOR shall maintain Commercial General Liability (CGL) Insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x. c, u) exposures, personal injury and advertising injury.

Damage to rented premises shall be included at \$100,000.

3. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:**

CONTRACTOR shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

4. **EVIDENCE OF INSURANCE:**

The CONTRACTOR shall furnish the COUNTY with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The COUNTY is to be specifically included as an additional insured on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All Certificates of Insurance must be on file with and approved by the COUNTY before the commencement of any work activities.

B. Certifications of Insurance evidencing the insurance coverage specified in this Section shall be filed with the COUNTY. The Certificates of Insurance shall be filed with COUNTY before this Contract is deemed approved by the COUNTY. The required Certificates of Insurance not only shall name types of policies provided, but also shall refer specifically to this Contract. All the policy's of insurance so required of CONTRACTOR, except workers compensation insurance, shall be endorsed to include as additional insures; the COUNTY, its officers, employees and agents. 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.

C. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the COUNTY, licensed to do business in the State of Florida and with a resident agent designated for the services of process. All insurers shall have an "A" policyholder's rating and a financial rating of at least Class IX in accordance with the most current Best's rating. CONTRACTOR shall provide the COUNTY with financial

information concerning any self-insurance funds insuring CONTRACTOR. At the COUNTY'S option, a Best's rating or Self-Insurance Fund financial information may be waived.

SECTION 11. TERMINATION OF CONTRACT FOR DEFAULT. The COUNTY shall be the sole judge of nonperformance, which shall include any failure on the part of the CONTRACTOR to accept the award, to furnish required documents, and/or to fulfill any portion of this Contract within the time stipulated. Upon default by the CONTRACTOR to meet any term of this Contract or related Exhibit, the COUNTY will notify the CONTRACTOR to advise the COUNTY of its plan for corrective action to remedy the default within three (3) days (weekends and holidays excluded). The corrective action plan must be accepted by the COUNTY. Failure on the CONTRACTOR'S part to correct the default within the approved time period shall result in the Contract being terminated and the COUNTY notifying in writing the CONTRACTOR of the effective date of the termination. The following shall constitute an act of default:

- Failure to perform the Work required under the Contract and/or within the time required or failing to use the sub-contractors, entities and personnel as identified and set forth, and to the degree specified in the Contract.
- Failure to begin the Work under this Contract within the time specified.
- Failure to perform the Work with sufficient workers to ensure timely completion.
- Neglecting or refusing to correct Work where prior Work has been rejected as nonconforming with the terms of the Contract.
- Becoming insolvent, being declared bankrupt by a US Bankruptcy Court, renders the successful firm incapable of performing the Work in accordance with and as required by the Contract.
- Failure to comply with any of the terms of the Contract.
- Failure to pay sub-contractors or others pursuant to Work done under this Contract.

In the event of default, the CONTRACTOR shall pay any damages sustained by the COUNTY including attorney's fees and court costs incurred in collecting any

damages. Title to all materials, work-in-progress, and completed but undelivered goods will pass to the COUNTY after costs are claimed and allowed. All documents prepared by the CONTRACTOR in connection with this Contract will be the property of the COUNTY.

The COUNTY shall authorize payment to the CONTRACTOR, the costs and expenses for Work performed by the CONTRACTOR prior to receipt of the Notice of Termination; however, the COUNTY may withhold from amounts due the CONTRACTOR such sums as the Administrative Services Director deems to be necessary to protect the COUNTY against loss caused by the CONTRACTOR because of the default.

SECTION 12. TERMINATION FOR CONVENIENCE. The COUNTY reserves the right to cancel this Contract by written notice to the CONTRACTOR effective the date specified in the Notice, for any of the following reasons:

- The COUNTY had determined that such cancellation will be in the best interest of the COUNTY to cancel the Contract for its own convenience.
- Funds are not available to cover the cost of the services. The COUNTY'S obligation is contingent upon the availability of appropriate funds.

The Purchasing Manager shall give written notice of the termination to the CONTRACTOR specifying the reason for the Contract termination and when termination becomes effective.

The CONTRACTOR shall incur no further obligations in connection with the terminated Work and on the date set in the Notice of Termination the CONTRACTOR will stop Work to the extent specified.

The COUNTY shall pay the CONTRACTOR under the following conditions:

- All costs and expenses incurred by the CONTRACTOR for work accepted by the COUNTY prior to the CONTRACTOR'S receipt of the Notice of Termination.

Anticipatory profit for work and services not performed by the CONTRACTOR shall not be allowed.

SECTION 13. CONTROLLING LAW.

A. This Contract is to be governed by the laws of the State of Florida. The venue for any litigation resulting out of this Contract shall be in DeSoto County, Florida.

B. Should litigation be necessary to enforce any term or provision of this

Contract, or to collect any portion of the amount payable under this Contract, then all litigation and collection expenses, witness fees, court costs and attorney's fees shall be paid to the prevailing party.

SECTION 14. SUCCESSORS AND ASSIGNS.

The COUNTY and CONTRACTOR respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such other part with respect to all covenants of this Contract. Neither the COUNTY nor CONTRACTOR shall assign or transfer any interest in this Contract without the written consent of the other.

SECTION 15. EXTENT OF AGREEMENT.

A. This Contract represents the entire and integrated agreement between the COUNTY and CONTRACTOR and supersedes all prior negotiations, representations or contracts, either written or oral.

B. This Contract may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

SECTION 16. INDEMNIFICATION OF THE COUNTY.

CONTRACTOR shall indemnify and save the COUNTY, its agents, servants and employees, harmless from and against any claim, damages, costs, including attorney's fees, or causes of action of whatsoever kind or nature, whether direct, indirect, or infringement of copyright or patent, or injury to or destruction of property, including loss of use, which claims arise out of or are related to or in any way negligent error, omission or act of CONTRACTOR, its agents, servants or employees in the performance of services under this Contract. The CONTRACTOR shall indemnify the COUNTY for any negligence of the COUNTY'S employees or agents. This indemnity shall include, but not be limited to, charges of engineers, attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law or other tribunal, for any reason.

SECTION 17. INDEPENDENT CONTRACTOR.

Neither the COUNTY nor any of its employees shall have any control over the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as herein set forth, and CONTRACTOR expressly warrants not to represent at any time or in any

manner that CONTRACTOR or any of CONTRACTOR'S agents, servants or employees are in any manner agents, servants or employees of the COUNTY. It is understood and agreed that CONTRACTOR is, and shall at all times remain as to the COUNTY, a wholly independent Contractor and the CONTRACTOR'S obligations to the COUNTY are solely as prescribed by this Contract.

SECTION 18. SEVERABILITY.

In the event any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

SECTION 19. NOTICES.

Any notices to be given under this Contract shall be given by the United States mail, addressed to CONTRACTOR at its address stated herein, and to the COUNTY at its address stated herein.

[REMINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____
of _____, 2015.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA**

By: _____
Mandy J. Hines
County Administrator

By: _____
Gabriel Quave
Chairman

Approved as to form and
Legal sufficiency:

Donald D. Conn
County Attorney

Date: _____

WITNESSES:

By: _____
Title: _____

INVITATION TO BID

The DeSoto County Board of County Commissioners is seeking Formal Bids for a Contract for Water and Wastewater Quality Sampling and Laboratory Testing Services as described within the context of this bid. Bids are to be submitted no later than 2:00 p.m. on July 23, 2015, at the DeSoto County Purchasing Department. For more information concerning this Bid please e-mail c.talamantez@desotobocc.com or call 863-993-4816. Cindy Talamantez, CPPO, CPPB, Purchasing Director.

Publish: July 9, 2015
(LEGAL LINE AD) Charlotte Sun Herald

Bill To: DeSoto County Purchasing Department
201 East Oak Street, Suite 203
Arcadia, FL 34266

Contact Person: Jacque Daniels
863-993-4816

PLEASE EMAIL PROOF AND PRICING. THANKS

**DESOTO COUNTY
UTILITES DEPARTMENT
CONTRACT AMENDMENT
FOR WATER AND WASTEWATER QUALITY SAMPLING AND
LABORATORY TESTING SERVICES
Bid #15-16-00ITB**

THIS AMENDMENT is made this 16th day of August, 2017, between the **BOARD OF COUNTY COMMISSIONERS, DESOTO COUNTY, FLORIDA**, a Political Subdivision of the State of Florida hereinafter referred to as ("COUNTY"); whose address is 201 E. Oak Street, Suite 201, Arcadia, Florida 34266; and **BENCHMARK ENVIROANALYTICAL INCORPORATED**, a Corporation, authorized to do business in the State of Florida, hereinafter referred to as ("CONTRACTOR"), whose address is 1711 12th Street East, Palmetto, Florida 34221.

WHEREAS, a Contract was entered into on the 24th day of August 2015, between COUNTY and CONTRACTOR to render services described as DeSoto County Utilities Water and Wastewater Quality Sampling and Laboratory Testing Services, and;

WHEREAS, the original Contract entered into on the 24th day of August 2015, stated a Time of Performance of an initial **TWO (2)** year period with the option for **TWO (2) – One (1)** Year Renewals upon mutual consent of both the County and the Contractor, and;

WHEREAS, the COUNTY and CONTRACTOR desire to amend the original Contract entered into on the 24th day of August 2015, and utilize the first renewal period extending the Contract to August 24th, 2018, with no changes or price increases. All other provisions of the original Contract will remain in full effect as agreed, and;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree to amend the original Contract to render services described as DeSoto County Utilities Water and Wastewater Quality Sampling and Laboratory Testing Services.

SECTION 1. INCORPORATION BY REFERENCE. The foregoing "Whereas" clauses are hereby incorporated by reference and affirmed and ratified by the parties as true; and

SECTION 2. TIME OF PERFORMANCE.

By the signing of this Addendum, the CONTRACTOR hereby agrees to fully and completely perform the Scope of Services until August 24th, 2018.

SECTION 3. The CONTRACTOR shall comply with all specific completion dates and sequences indicated in the Scope of Work. In the event the Work is entirely or partly suspended, delayed, or otherwise hindered by any cause whatsoever, the 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 COUNTY may decide. However, such extension shall not operate as a waiver of any rights of the COUNTY.

SECTION 4. All other provisions of the August 24th, 2015, Contract shall remain in force and effect.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Amendment to the Contract as of the 16th of August 2017.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA**

By: Mandy Hines
Mandy J. Hines
County Administrator

By: Elton A. Langford
Elton A. Langford
Chairman

BoCC Approved: Aug 8, 2017

Approved as to form and
Legal sufficiency:

Date: July 20, 2017

Donald D. Conn
Donald D. Conn
County Attorney

WITNESSES:

**BENCHMARK ENVIROANALYTICAL
INCORPORATED**

Tade Dolan

By: Katharine A. Dixon

Beth Ann Beecher

Printed Name: KATHARINE A. DIXON

Title: President

DESOTO COUNTY
CONTRACT FOR WATER AND WASTEWATER QUALITY
SAMPLING AND LABORATORY TESTING SERVICES

Bid No. 15-16-00ITB

THIS CONTRACT is made this 24th day of August, 2015, between **BOARD OF COUNTY COMMISSIONERS, DESOTO COUNTY, FLORIDA**, a Political subdivision of the State of Florida hereinafter referred to as ("COUNTY"), whose address is 201 East Oak Street, Arcadia, Florida 34266, and **BENCHMARK ENVIROANALYTICAL INCORPORATED**, a Corporation authorized to do business in the State of Florida, hereinafter referred to as ("CONTRACTOR"), whose address is 1711 12th Street East, Palmetto, Florida 34221.

WHEREAS, the COUNTY desires to retain a CONTRACTOR for Water Wastewater Quality Sampling & Laboratory Testing. All specific duties are listed within the Technical Specifications also referred to in this Contract at the Scope of Services attached hereto as "Exhibit A"; and

WHEREAS, CONTRACTOR desires to render certain services described as Water Wastewater Quality Sampling and Laboratory Testing Services as listed in Exhibit "A" to be utilized by the DeSoto County Utilities Department and has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, the COUNTY, through a competitive selection process conducted in accordance with the requirements of the Law and County Policy, has determined that it would be in the best interest of the COUNTY to award a Contract to the CONTRACTOR for the rendering of those services described in the Scope of Service; and

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

SECTION 1: The foregoing "Whereas" clauses are hereby incorporated by reference, affirmed, and ratified by the parties as true and correct.

SECTION 2. EMPLOYMENT OF CONTRACTOR.

The COUNTY hereby agrees to engage CONTRACTOR, and CONTRACTOR hereby agrees to perform the services set forth in the Scope of Services.

SECTION 3. THE COUNTY'S RESPONSIBILITY.

Except as provided in the Scope of Services, the COUNTY'S responsibility are as follows:

A. To provide, within a reasonable time from request of CONTRACTOR, existing data, plans reports, and other information in the COUNTY'S possession or under the COUNTY'S control which are necessary for the execution of the duties of the CONTRACTOR in the Scope of Services; and to provide full information regarding requirements of the Scope of Services, including objectives, budget constraints, criteria and other requirements that exist at the time of signing of this Contract or which may develop during the execution of this Contract.

B. To give prompt written notice to CONTRACTOR if the COUNTY observes or otherwise becomes aware of any fault or defect in the Scope of Services or non-conformance with the Contract Documents.

C. To furnish required information, services, render approvals, and decisions as expeditiously as necessary for the orderly progress of CONTRACTOR'S services.

D. The COUNTY hereby designates the County Utilities Director to act on the COUNTY'S behalf with respect to the Scope of Services. The Utilities Director shall have complete authority to transmit instructions, receive information, interpret and define COUNTY policies and decisions with respect to materials, elements and systems pertinent to CONTRACTOR'S services.

SECTION 4. TIME OF PERFORMANCE.

The CONTRACTOR agrees to commence work immediately after receipt of a Notice to Proceed and shall fully and completely perform the Scope of Services by the dates set forth in the Scope of Services. This Contract constitutes a Time of Performance of an initial two-year (2) period with two (2) additional one (1) year extensions upon mutual consideration and approval by both the CONTRACTOR and the COUNTY. The CONTRACTOR shall make no claims for additional compensation or damages due to suspensions, delays or hindrances. CONTRACTOR may only be compensated for the extension of time as the COUNTY may decide. However, such extension shall not operate as a waiver of any other rights of the COUNTY.

SECTION 5. COMPENSATION.

Compensation for the Scope of Services performed by CONTRACTOR shall be payable as follows:

A. The COUNTY shall pay an amount not to exceed **TWENTY ONE THOUSAND SIX HUNDRED THIRTY-EIGHT DOLLARS AND 48 CENTS (\$21,638.48)** annually. Quantities of tests shown in the Bid Documents are the expected number of tests required during the Contract period or renewal. The COUNTY reserves the right to require more or less testing at the same unit price for each item. CONTRACTOR may submit invoices on a monthly basis for work completed by the 25th of each month.

B. CONTRACTOR shall prepare and submit to the Board of County Commissioners for approval, invoices for the services rendered under this Contract. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report identifying the nature of the work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. The COUNTY reserves the right to withhold payment to CONTRACTOR for failure to perform the work in accordance with the provisions of this Contract and the COUNTY shall promptly notify CONTRACTOR if any invoice or report is found to be unacceptable and will specify the reasons therefore.

C. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, will survive final payment and termination or completion of this Agreement.

SECTION 6. DOCUMENTS.

The documents which comprise this Agreement between the COUNTY and CONTRACTOR are attached hereto and made a part hereof and consist of the following:

- A. This Agreement:
- B. Technical Specifications attached hereto as Exhibit "A" consisting of 4 pages;

SECTION 7. GENERAL CONSIDERATIONS.

- A. Subcontractors. If CONTRACTOR subcontracts any of the work required

under this Contract, CONTRACTOR agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Contract with the COUNTY. CONTRACTOR agrees to include in the subcontracts, which it awards that the subcontractor shall hold the COUNTY and CONTRACTOR harmless against all claims of whatever nature by the subcontract arising out of the subcontractor's performance of work under this Contract.

B. Public Records. CONTRACTOR shall allow public access to all documents, reports, papers, letters or other materials, subject to the provision of Chapter 119, Florida Statutes, prepared or received by CONTRACTOR in conjunction with this Contract. It is expressly understood that upon receipt of substantial evidence of CONTRACTOR'S refusal to comply with this provision, the COUNTY will have the right to terminate this Contract for breach.

C. Equal Employment and Non-Discrimination. In connection with the work to be performed under this Contract, CONTRACTOR agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity Statutes and Regulations.

D. Contract Assurance. The CONTRACTOR, Sub recipient or Subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. Failure of the CONTRACTOR to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Recipient deems appropriate.

SECTION 8. 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 Contract 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 Contract. For the breach or violation of this provision, the COUNTY shall have the right to terminate this Contract 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 9. TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT.

CONTRACTOR certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original Contract price and any additions thereto shall be adjusted to exclude any significant sums by which the COUNTY determines the contract price was increased due to inaccurate, incomplete, and other factual unit costs. CONTRACTOR represents that he has furnished a Public Entity Crimes Affidavit pursuant to Section 287.113, Florida Statutes.

SECTION 10. INSURANCE.

A. The CONTRACTOR shall purchase and maintain such commercial (occurrence form) or comprehensive General Liability, Workers Compensation and other insurance as is appropriate for the services being performed hereunder by CONTRACTOR, its employees or agents. The amounts and types of insurance shall conform to the following minimum requirements:

1. **WORKERS' COMPENSATION:**

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

2. **COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM REQUIRED:**

CONTRACTOR shall maintain Commercial General Liability (CGL) Insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse

or underground (x, c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at \$100,000.

3. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:**

CONTRACTOR shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

4. **EVIDENCE OF INSURANCE:**

The CONTRACTOR shall furnish the COUNTY with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The COUNTY is to be specifically included as an additional insured on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All Certificates of Insurance must be on file with and approved by the COUNTY before the commencement of any work activities.

B. Certifications of Insurance evidencing the insurance coverage specified in this Section shall be filed with the COUNTY. The Certificates of Insurance shall be filed with COUNTY before this Contract is deemed approved by the COUNTY. The required Certificates of Insurance not only shall name types of policies provided, but also shall refer specifically to this Contract. All the policies of insurance so required of CONTRACTOR, except workers compensation insurance, shall be endorsed to include as additional insureds; the COUNTY, its officers, employees and agents. 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.

C. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the COUNTY, licensed to do business in the State of Florida and with a resident agent designated for the services of process. All insurers shall have an "A"

policyholder's rating and a financial rating of at least Class IX in accordance with the most current Best's rating. CONTRACTOR shall provide the COUNTY with financial information concerning any self-insurance funds insuring CONTRACTOR. At the COUNTY'S option, a Best's rating or Self-Insurance Fund financial information may be waived.

SECTION 11. TERMINATION OF CONTRACT FOR DEFAULT. The COUNTY shall be the sole judge of nonperformance, which shall include any failure on the part of the CONTRACTOR to accept the award, to furnish required documents, and/or to fulfill any portion of this Contract within the time stipulated. Upon default by the CONTRACTOR to meet any term of this Contract or related Exhibit, the COUNTY will notify the CONTRACTOR to advise the COUNTY of its plan for corrective action to remedy the default within three (3) days (weekends and holidays excluded). The corrective action plan must be accepted by the COUNTY. Failure on the CONTRACTOR'S part to correct the default within the approved time period shall result in the Contract being terminated and the COUNTY notifying in writing the CONTRACTOR of the effective date of the termination. The following shall constitute an act of default:

- Failure to perform the Work required under the Contract and/or within the time required or failing to use the sub-contractors, entities and personnel as identified and set forth, and to the degree specified in the Contract.
- Failure to begin the Work under this Contract within the time specified.
- Failure to perform the Work with sufficient workers to ensure timely completion.
- Neglecting or refusing to correct Work where prior Work has been rejected as nonconforming with the terms of the Contract.
- Becoming insolvent, being declared bankrupt by a US Bankruptcy Court, renders the successful firm incapable of performing the Work in accordance with and as required by the Contract.
- Failure to comply with any of the terms of the Contract.
- Failure to pay sub-contractors or others pursuant to Work done under this Contract.

In the event of default, the CONTRACTOR shall pay any damages sustained by the COUNTY including attorney's fees and court costs incurred in collecting any damages. Title to all materials, work-in-progress, and completed but undelivered goods will pass to the COUNTY after costs are claimed and allowed. All documents prepared by the CONTRACTOR in connection with this Contract will be the property of the COUNTY.

The COUNTY shall authorize payment to the CONTRACTOR, the costs and expenses for Work performed by the CONTRACTOR prior to receipt of the Notice of Termination; however, the COUNTY may withhold from amounts due the CONTRACTOR such sums as the Administrative Services Director deems to be necessary to protect the COUNTY against loss caused by the CONTRACTOR because of the default.

SECTION 12. TERMINATION FOR CONVENIENCE. The COUNTY reserves the right to cancel this Contract by written notice to the CONTRACTOR effective the date specified in the Notice, for any of the following reasons:

- The COUNTY had determined that such cancellation will be in the best interest of the COUNTY to cancel the Contract for its own convenience.
- Funds are not available to cover the cost of the services. The COUNTY'S obligation is contingent upon the availability of appropriate funds.

The Purchasing Manager shall give written notice of the termination to the CONTRACTOR specifying the reason for the Contract termination and when termination becomes effective.

The CONTRACTOR shall incur no further obligations in connection with the terminated Work and on the date set in the Notice of Termination the CONTRACTOR will stop Work to the extent specified.

The COUNTY shall pay the CONTRACTOR under the following conditions:

- All costs and expenses incurred by the CONTRACTOR for work accepted by the COUNTY prior to the CONTRACTOR'S receipt of the Notice of Termination.

Anticipatory profit for work and services not performed by the CONTRACTOR shall not be allowed.

SECTION 13. CONTROLLING LAW.

A. This Contract is to be governed by the laws of the State of Florida. The venue for any litigation resulting out of this Contract shall be in DeSoto County, Florida.

B. Should litigation be necessary to enforce any term or provision of this Contract, or to collect any portion of the amount payable under this Contract, then all litigation and collection expenses, witness fees, court costs and attorney's fees shall be paid to the prevailing party.

SECTION 14. SUCCESSORS AND ASSIGNS.

The COUNTY and CONTRACTOR respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such other part with respect to all covenants of this Contract. Neither the COUNTY nor CONTRACTOR shall assign or transfer any interest in this Contract without the written consent of the other.

SECTION 15. EXTENT OF AGREEMENT.

A. This Contract represents the entire and integrated agreement between the COUNTY and CONTRACTOR and supersedes all prior negotiations, representations or contracts, either written or oral.

B. This Contract may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

SECTION 16. INDEMNIFICATION OF THE COUNTY.

CONTRACTOR shall indemnify and save the COUNTY, its agents, servants and employees, harmless from and against any claim, damages, costs, including attorney's fees, or causes of action of whatsoever kind or nature, whether direct, indirect, or infringement of copyright or patent, or injury to or destruction of property, including loss of use, which claims arise out of or are related to or in any way negligent error, omission or act of CONTRACTOR, its agents, servants or employees in the performance of services under this Contract. The CONTRACTOR shall indemnify the COUNTY for any negligence of the COUNTY'S employees or agents. This indemnity shall include, but not be limited to, charges of engineers, attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law or other tribunal,

for any reason.

SECTION 17. INDEPENDENT CONTRACTOR.

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

SECTION 18. SEVERABILITY.

In the event any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

SECTION 19. NOTICES.

Any notices to be given under this Contract shall be given by the United States mail, addressed to CONTRACTOR at its address stated herein, and to the COUNTY at its address stated herein.

[REMINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 24TH
of AUGUST, 2015.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA**

By: Mandy Hines
Mandy J. Hines
County Administrator

By: Gabriel Quave
Gabriel Quave 8-11-15
Chairman

Approved as to form and
Legal sufficiency:

Donald D. Conn
Donald D. Conn
County Attorney

Date: July 27, 2015

WITNESSES:

**BENCHMARK ENVIROANALYTICAL,
INCORPORATED**

Donald A. Angley
Bethina B. Glos

By: Cate Kifer
Title: Laboratory Director

TECHNICAL SPECIFICATIONS & CONDITIONS

CONTRACT FOR WATER AND WASTEWATER QUALITY SAMPLING AND LABORATORY TESTING FOR THE DESOTO COUNTY UTILITIES WATER AND WASTEWATER TREATMENT PLANTS, WATER AND WASTEWATER SYSTEMS, AND SPRAY FIELDS.

TS-01 GENERAL:

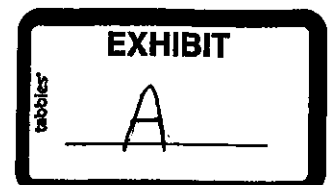
- A. The Laboratory will furnish all labor and materials to field sample certain items as requested by the County on weekdays and weekends as required, provide all sample containers for samples collected by the County, and perform laboratory testing for all of the items identified herein and report the findings. Unit prices for each test are to include all labor, pick-up of tests, transportation, fuel, freight, overhead, chemicals, equipment, tools, capital and administrative costs.
- B. Quantities of test shown on the Bid Form are the expected number of tests required during the Contract period or renewal. The County reserves the right to require more or less testing at the same unit price for each item.
- C. The Laboratory must be available to meet scheduled and unscheduled FDEP testing requirements. DeSoto County Utilities personnel will work with the Laboratory to meet FDEP additional sampling in a timely manner.

TS-02 SUBMITTALS:

- A. The Laboratory will furnish a copy of their current certification with the Department of Health and Rehabilitative Services (HRS) prior to starting work.
- B. One (1) copy and one (1) electronic copy of all laboratory analysis will be furnished for all testing performed. Testing methods will be identified as requested by the Department of Environmental Protection (DEP) or the County.
- C. Reports will be prepared to meet the requirements of all Florida Administration Code (FAC) and the Florida Department of Health reporting requirements.

TS-03 LABORATORY QUALIFICATIONS:

- A. The Laboratory will have current certifications from the HRS in accordance with Section 403.863, Florida Statutes, and will remain current during the Contract Period.
- B. All testing must meet FDEP permit requirements and Florida Administration Code (FAC) for each location for both water and wastewater treatment. The Utilities Department will provide copies of all



permits.

TS-04 LABORATORY REPORTS:

- A. All laboratory results must include Department of Environmental Protection/Environmental Protection Agency (DEP/EPA) maximum contaminant levels (MCL) for each parameter tested.
- B. All testing reports must be in Excel electronic form (spreadsheet).

TS-05 FIELD SAMPLING AND LABORATORY TESTING:

- A. When sampling monitoring wells, static water level in each well will be recorded prior to the evacuation of the well for sample collection. Measurement of water elevation will be referenced to National Geodetic Vertical Datum (NGVD) at the precision of plus or minus 0.01 feet and be reported as compared to sea level elevation. This information will be submitted to each quarter's analytical results. Wells must then be purged as required prior to sampling. Groundwater sampling results will be submitted on DEP Form 62-620.910 (10) (or latest revision), or a facsimile thereof. Compliance with groundwater standards must be determined by analysis of unfiltered samples.
- B. Sampling and testing includes field sampling, sampling apparatus, decontamination procedures between sample locations, sample containers, preservation and transportation of sample to laboratory, reporting field and lab results tabulated and contaminate name, sample level and state MCL.
- C. Laboratory work will be done in accordance with the requirements of HRS, Florida Department of Health, DEP, National Environmental Laboratory Accreditation Conference (NELAC), National Environmental Laboratory Accreditation Program (NELAP), and FAC 62-550, Part VI analytical methods.
- D. The Laboratory will be responsible for following the reporting guidelines of each test as related to the applicable permit.

TS-06 FIELD TECHNICIAN:

- A. Successful bidder to provide trained Field Technician with appropriate equipment to perform field-testing on an as needed basis as directed by the DeSoto County Utilities. All sampling costs are to include charges for trained Field Technician and equipment as appropriate.
- B. Successful bidder to provide insured vehicle as required for Field Technician to be transported to and from sampling point. Charges for said vehicle and transportation charges are to be included in each sampling cost.

TS-07 TERM OF CONTRACT:

The initial Contract term will be for two (2) years. The County reserves the right to extend the Contract Period for two (2) additional one (1) year periods upon mutual agreement with the successful bidder.

ITEM I: SCHEDULE OF TEST: WATER/ WASTEWATER TREATMENT PLANTS AND WATER/WASTEWATER SYSTEMS (DEP PERMIT)

Water/Wastewater Treatment Plants and Collection/Distribution/Transmission Water/Wastewater systems will be normally sampled and/or composite by Utilities personnel except for groundwater monitoring wells in accordance to the FDEP Wastewater Treatment Plant operating permit and F.A.C. It will be the responsibility of the awarded Laboratory to contact Utilities personnel and establish a schedule with dates and times to pick up and/or collect all required samples. Any change in the Laboratory's schedule will require a two-week notice.

There will be weekly pickups and the awarded Laboratory will be responsible for furnishing all sample bottles and containers.

The awarded Laboratory will analyze all samples to comply with all Federal, FDEP and FDOH rules/regulations.

It is the responsibility of the awarded Laboratory to obtain a copy of the FDEP operating permits to know the required testing and sequence of sampling.

The depth and diameter of the monitoring wells to be sampled and permit numbers are as follows:

Water

DeSoto Correctional Institution PWS#6140451

Lake Suzy Water System PWS#6144856

DeSoto County Public Water Supply PWS #614898

Wastewater

DeSoto Correctional Institution WWTP #FLA011987

DeSoto County Regional WWTP #FLA530808

Lake Suzy WWTP #FLA0119644

The wells are 2" diameter by approximately 25 feet deep.

Samples will need to be picked up by the Lab on Wednesdays of every week. Samples can be picked up from Desoto Correctional Institution Wastewater Treatment Facility, the DeSoto County Regional Wastewater Treatment Facility and/or the Lake Suzy Wastewater Treatment Facility.

DeSoto County Utilities staff will pull all samples with the exception of the ground water monitoring well samples. Staff will have samples ready for pick up on Wednesday of each week at the DeSoto Correctional Institution Wastewater Treatment Facility, the DeSoto County Regional Wastewater Treatment Facility and/or the Lake Suzy Wastewater Treatment Facility.

Primary inorganics are to include asbestos. SOCs are to include Dioxin.

The lab tests of the 6 monitoring wells will need to times the rate per test to get the total for the quarter, then times that amount by each quarter times four (4) quarters to get the annual total.

Example:

Quantity	Cost per monitoring well (each)	Total per Quarter	Annual Total
6	\$20.00	\$120.00	\$480.00

DeSoto Regional WWTP 6 Monitoring Wells	Depth	Easy Accessibility	Restriction
Background	45.16'	Yes	None
MWI-01	41.30'	Yes	None
MWC-01	43.37'	Yes	None
MWC-02	42.11'	Yes	None
MWC-03	41.41'	Yes	None
MWC-04	41.41'	Yes	None
DeSoto Correctional Institution 6 Monitoring Wells			
DeSoto Correctional Institution 6 Monitoring Wells	Depth	Easy Accessibility	Restriction
Background	71.15'	Yes	None
MWI-01	72.55'	No	Behind shooting range. Have to make arrangements for testing date and time.
MWI-01	72.89'	Yes	None
MWC-01	92.86'	No	Behind locked gate. Have to make arrangements to get through gate.
MWC-02	94.50'	Yes	None
MWC-03	93.01'	Yes	None

NOTE: You will always need to make arrangement with staff when going to DeSoto Correctional Institution as this is a prison and the Utilities Department will need a two week notice prior to pulling the monitoring well samples.

Please include sampling costs in the per test cost.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 4, 2017

CONSENT AGENDA
ITEM 9

**Work Order with AECOM for
Design and Permitting Services of Maintenance Facility**

Recommended Action -

Motion to approve and authorize the Executive Director to execute Work Order 18-23208 with AECOM Technical Services for design and permitting services of Maintenance Facility for a not-to-exceed lump sum amount of \$197,630.

Currently the Maintenance Department operates out of a 1,900 ft² modular building (Maintenance Trailer) that is over 15-years old. The office and storage space is inadequate, requiring maintenance staff, tools, equipment and parts inventory to be housed at multiple locations around the Peace River Facility.

The Authority's approved FY 2018 budget includes (page 14) design and construction of a new maintenance facility at the Peace River Facility site. The new Maintenance Facility will include a 4,200 ft² office building and a 7,500 ft² warehouse in a centralized location on the Peace River Facility and will serve as the hub of operations for maintenance staff and activities. The new office will include room for growth of the maintenance staff as the Peace River Facility expands in the future to meet regional water treatment, storage and delivery needs. The new warehouse will provide a location to consolidate and store tools, and will enable the Authority to maintain an adequate and sufficiently protected inventory of equipment and spare parts.

Staff has negotiated Work Order 18-23208 for Design and Permitting Services of the Maintenance Facility with AECOM in the amount of \$197,630 which includes an \$8,000 Owner's Allowance. The Work Order will be conducted in accordance with the General Engineering Services Agreement between AECOM Technical Services, Inc. and the Authority. Funds are budgeted in the CIP Program for this project.

Budget Action: None. Project Funds are in the CIP

Attachments:

Tab A Staff Memorandum

Tab B Work Order with AECOM for Design and Permitting Services of Maintenance Facility

TAB A
Staff Memorandum

MEMORANDUM

DATE: 10/4/17
TO: Patrick Lehman, Executive Director
THROUGH: Mike Coates, Deputy Director
FROM: Ford Ritz, Project Engineer
RE: Maintenance Facility
Work Order 18-23208 for Design and Permitting Services to AECOM Technical Services

Recommendation

Recommend Board approval for Work Order 18-23208 Maintenance Facility Final Design and Permitting Services to AECOM Technical Services for a not-to-exceed lump sum amount of \$197,630. The project includes a new maintenance office building and warehouse at the Peace River Facility.

Background

For the past 10-years the Peace River Facility (PRF) Maintenance Department has been head quartered in a 28-ft by 68-ft (~1,900-square feet) modular building (Maintenance Trailer). Office space in the trailer is minimal and the single restroom/shower is inadequate for staff. Since there is not enough space in the maintenance trailer for the entire department (staff of 10), personnel are also housed at various other separate locations on PRF grounds. Additionally, the maintenance trailer has minimal storage so tools, equipment and parts inventory are stored at locations across the PRF.

Since the Authority acquired the Peace River Facility in 1991 the PRF has evolved from a 12-mgd water treatment plant with a single 500,000 gallon reservoir and 7-miles of transmission main, to a regional water supply facility with a capacity of 51-mgd, and expanded pumping, storage (addition of a 6-billion gallon reservoir) and treatment facilities with approximately 70-miles of transmission main. The maintenance department has, by necessity grown with the expansion of the Authority facilities, and staffing is projected to increase over time as regional expansion to meet Customer needs continues.

The Authority's CIP Plan includes programming \$1.5M for a new Maintenance Facility beginning in FY 2017 with Project completion in FY 2019. The new facility will include a single story office building to provide the hub of operations for maintenance staff and activities, with room for future staff growth and an adjacent warehouse. Major features of the new facilities include enhanced office space, work areas, kitchen/breakroom area, meeting room/bullpen, records/library room, and separate restroom, locker and shower facilities for men and women. The warehouse will provide a centralized area, for storage of tools, equipment and parts inventory, and includes an air-conditioned space for equipment/parts that benefit from being protected from humidity.

Preliminary Design

The Maintenance Facility is proposed to include a new Maintenance Office and adjacent Maintenance Warehouse. Both new buildings will be designed to meet or surpass current Florida Building Code requirements for wind loading. The facility will be located on the southeast quadrant of the Peace River Facility, with close proximity to the three water treatment trains. Standby power will be provided from the existing PRF generators located in the Generator Building. Twenty eight new parking spaces will be provided for the facility. Refer to Figures C-1 and C-2 for location plans.

The Maintenance Office will have masonry walls with light gage steel roof trusses and was developed on a single story layout. The office building will be approximately 4,225 square feet in size. The space breakdown includes about 1/2 dedicated to offices, 1/3 dedicated to common areas, including the kitchen, bullpen and mechanical room and the remainder for restroom/locker facilities. A new lift station and force main will convey sanitary sewage from the facility to a local Desoto County sanitary sewer pump station as shown on Figure C-2.

The Maintenance Warehouse will be a pre-engineered metal building, enclosed with four courses of split face masonry block at the bottom, and metal siding for the remainder of the wall enclosure. The warehouse will be approximately 7,530 square feet in total area with 5,180 square feet of inside covered floor space, including about 726 square feet of air conditioned space to provide humidity protection for sensitive equipment, and 1,624 square feet of outside covered area for storage and equipment/vehicle parking. Shelving, storage and corridors are shown on Figure A-1. Access to the warehouse will be provided by single and double man-doors and an overhead door with for large vehicles.

Maintenance Facility Final Design and Permitting Services

Staff has negotiated Work Order 18-23208 (attached) for Final Design and Permitting Services of the Maintenance Facility with AECOM Technical Services in the amount of \$197,630, which includes an Owner's Allowance of \$8,000. This Work Order will be performed under the December 2, 2015 General Professional Engineering Services Agreement between AECOM and the Authority. Design is anticipated to require about 6-months complete which will enable the Authority to publically bid the project for construction in spring 2018. Funds are budgeted in the FY 2018 CIP Program for this project.

Figure C-1

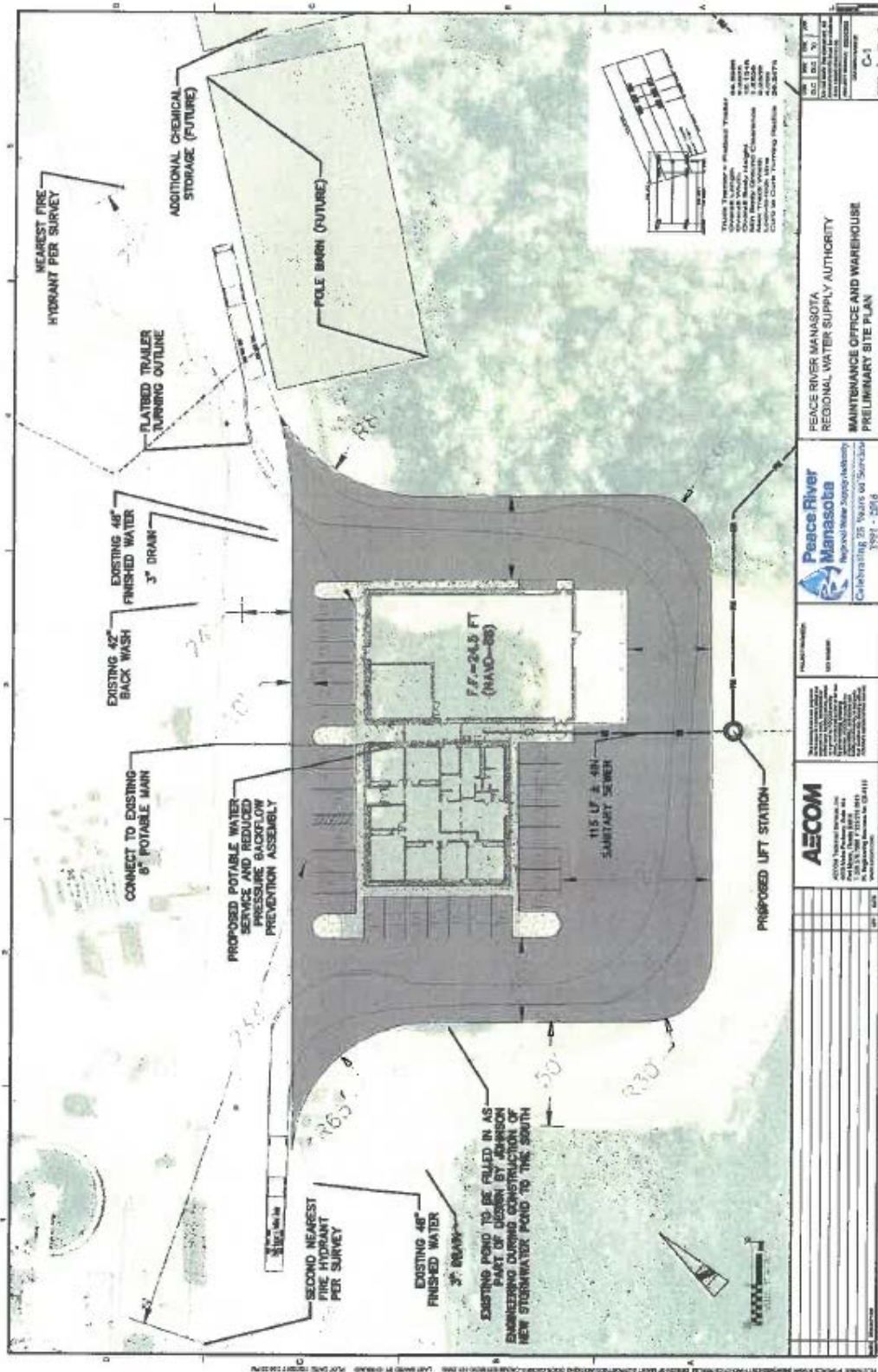


Figure C-2

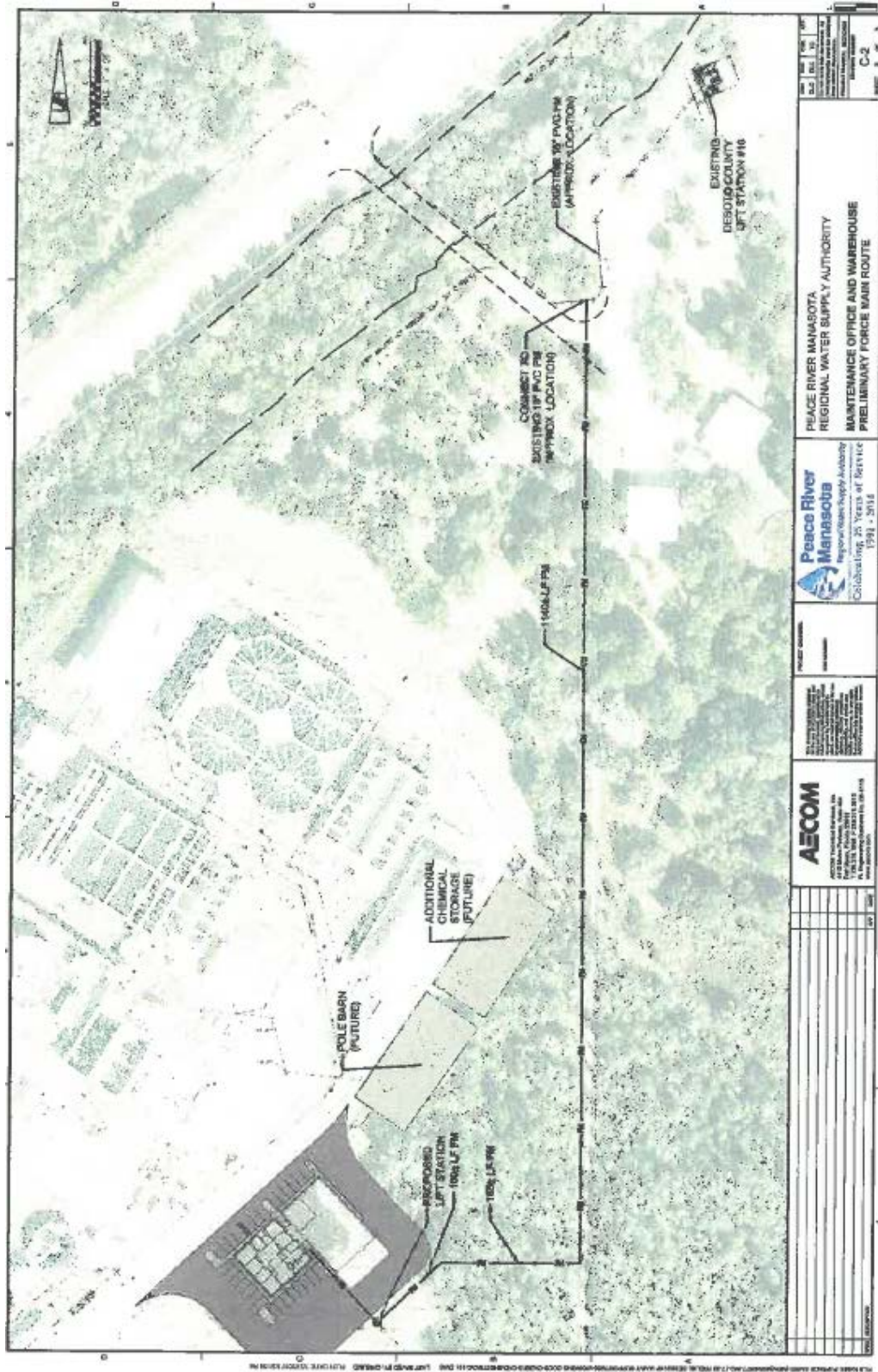
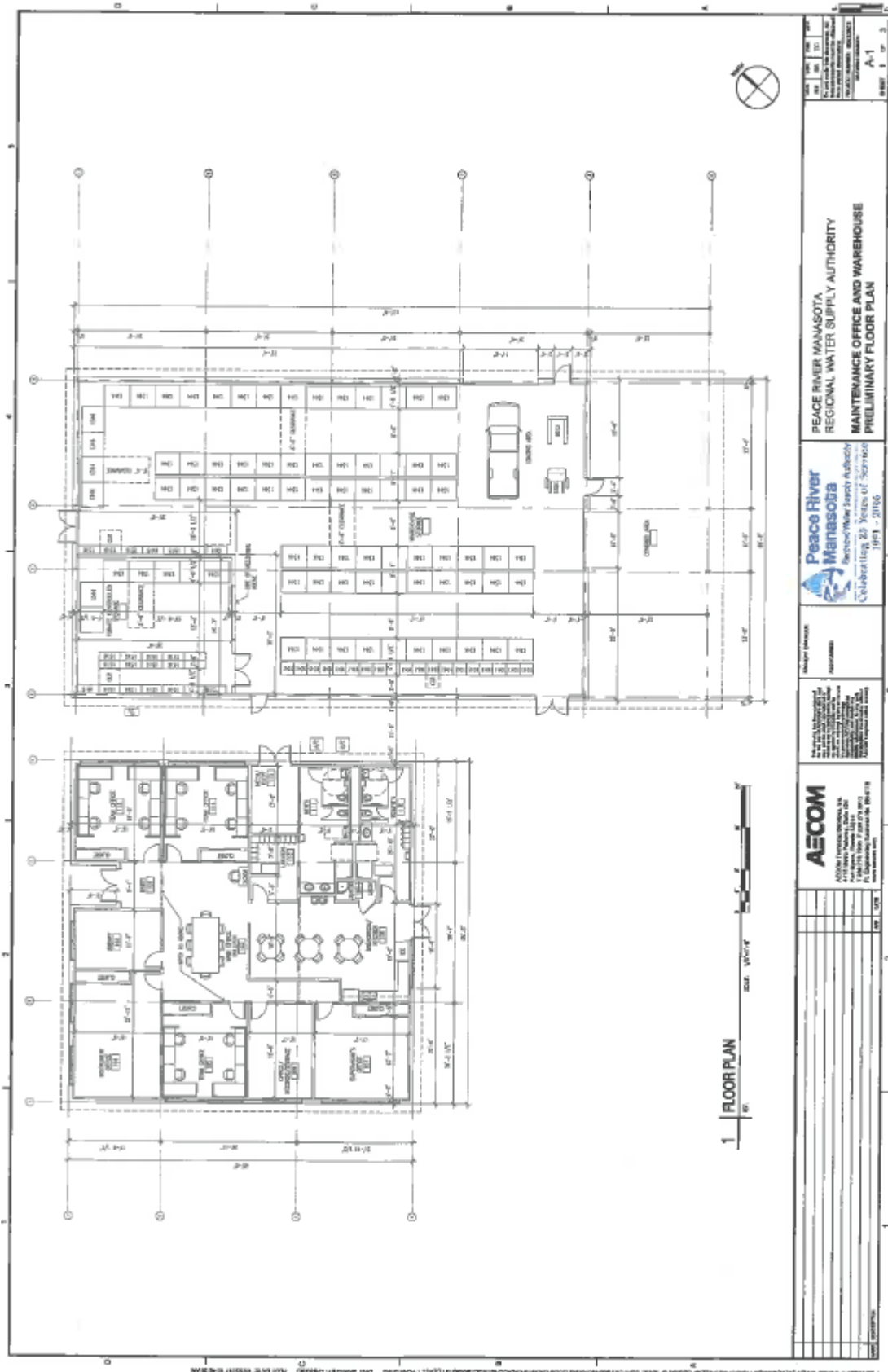


Figure A-1



TAB B
Work Order 18-23208 with AECOM for Design and Permitting Services of Maintenance Facility



**Peace River
Manasota**
Regional Water Supply Authority
**9415 Town Center Parkway
Lakewood Ranch, FL 34202
Phone (941) 316-1776**

Purchase Order

Date	P.O. No.
10/4/2017	23208

Vendor
AECOM TECHNICAL SERVICES, INC. 1178 PAYSPHERE CIRCLE CHICAGO, IL 60674

Ship To
Peace River Manasota Regional Water Supp 9415 Town Center Parkway Lakewood Ranch, FL 34202

Purchased By	Due Date	Ship Via
Ford	9/20/2018	

Item	Description	Qty	Rate	Amount
533.815.14	Task 1 - Project Management		9,920.00	9,920.00
533.815.14	Task 2 - Final Design		169,640.00	169,640.00
533.815.14	Task 3 - Opinion of Probable Construction Cost (OPCC)		5,550.00	5,550.00
533.815.14	Task 4 - Permitting		4,520.00	4,520.00
533.815.14	Owners Allowance		8,000.00	8,000.00

Authorized Signature	Total	\$197,630.00
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AECOM 239-278-7996 tel
4415 Metro Parkway, Suite 404 239-278-0913 fax
Fort Myers FL 33916
www.aecom.com

September 15, 2017

Mr. Fordyce Ritz, P.E.
Project Manager
Peace River Manasota Regional Water Supply Authority
9415 Town Center Pkwy
Lakewood Ranch, FL 34202

**RE: New Work Order 18-23208
Engineering Services for Final Design and Permitting of the Maintenance Facility**

Dear Ford,

As this project moves forward via this WO 18-23208 and with the subsequent services and deliverables, the two elements of interest previously referred to as the Maintenance Office and Maintenance Warehouse will henceforth be called the Maintenance Facility.

Pursuant to your request, AECOM Technical Services Inc. (AECOM) is pleased to submit to the Peace River Manasota Regional Water Supply Authority (Authority) this Letter Proposal for engineering and architectural services related to final design of the Maintenance Facility.

This new work order is based on further advancing the work completed by AECOM under WO 17-01 (which included a Code Review and Opinion of Probable Construction Cost for the Maintenance Support Facilities consisting of the Maintenance Facility, Pole Barn Storage, Truck Wash Area and Fueling Station) and WO 17-03 (which included the preliminary design for the Maintenance Facility).

Scope of Services

Under this WO 18-23208, AECOM will perform the following services associated with the design and permitting of the Maintenance Facility.

Task 1 – Project Management

1. Project coordination and management functions for the project duration of this assignment; assumed to be four months.

Task 2 – Final Design

1. Assist Authority staff with the preparation of Division 0 (Contract Requirements) and Division 1 (General Requirements) of the specifications.
2. Prepare plans and technical specifications for site/civil, architectural, structural, mechanical and electrical. (See attached anticipated sheet index on Table 1.)
3. Make submittals to the Authority at the 90% and 100% levels of completion.
4. Meet with Authority to review the 90% and 100% design documents.

Task 3 – Opinion of Probable Construction Cost (OPCC)

1. Prepare an update to the OPCC prepared under WO 17-01, based on the design documents described herein.



2. The updated OPCC will be based upon the design at 90% and 100% completion; resulting in a Level 1 estimate per American Association of Cost Estimators (AACE) International Recommend Practice No. 17R-97 Cost Estimate Classification System.
3. The Level 1 estimate has an expected accuracy range of (+)10% to (-)5% and a recommended contingency range of 5% to 10%.

Task 4 – Permitting

1. Prepare FDEP permit application and respond to written questions for the new lift station and force main.
2. Assist Authority staff with the Desoto County Building Permit by providing pertinent documents such as drawings, specifications, calculations, and other guidance.

Key Assumptions

1. The services described herein will be based upon the report prepared by AECOM, entitled “Preliminary Design Report Peace River Facility Maintenance Office and Warehouse”, dated July 2017 (PDR).
2. As stated in the PDR, Johnson Engineering, under separate contract to the Authority, is responsible for design, permitting and construction phase services of new storm water management facilities including infill of the existing storm water retention pond in a manner suitable for construction thereon of the Maintenance Facility.
3. The new storm water management system will be designed in anticipation of certain tie-ins for storm water collection from AECOM’s design of the Maintenance Facility and associated paved parking and traffic circulation areas. AECOM is responsible for designing/connecting to the storm water collection tie-ins per Johnson Engineering.
4. The storm water management project will be bid separately and is envisioned to be completed before the Maintenance Facility goes to bid. Geotechnical investigations of the site and/or filled pond will be obtained during the construction process to confirm structural suitability of the site. AECOM will be entitled to rely upon and use such work and information without independent verification.
5. Existing site survey will be provided by the Authority in addition to the proposed finished topographic plans developed by Johnson Engineering for the above-described storm water management system improvements. AECOM is entitled to rely upon and use such work and information without independent verification.
6. Landscape design is not included.
7. The Authority will pay any required permit application fees.
8. For the Desoto County Building Permit, Authority staff will facilitate the application process by being the sole point of communication with County staff, submitting all documents, and attending all meetings as required.
9. The previous 2008 design of the Maintenance Facility prepared by AECOM (a.k.a. Boyle Engineering) and certain subconsultants, will be used to the extent possible to facilitate efficient completion of the work. However, as shown in the PDR, the Office floor plan has changed, the Warehouse now contains an air conditioned space, the location of the Facility has changed, and the lift station now requires a force main connection to the County collection system.
10. The AECOM-prepared design documents for the recently completed Water Quality Training Facility (WQTF) will also be used to the extent possible to facilitate efficient completion of the work by incorporating (or eliminating) certain features desired by the Authority.



11. All submittals of the 90% and 100% deliverables will be via e-mail with PDF attachments.
12. Bid Ready documents, Bid Phase services, and Construction Phase services will be provided under a future work order.

Compensation

For the professional services set forth in this Letter Proposal, the Authority will compensate AECOM as provided for in Section 6 of the Agreement for General Professional Engineering Services between Peace River Manasota Water Supply Authority and AECOM Technical Services Inc., dated December 2, 2015.

This Letter Proposal with attached Project Budget requests authorization of a new Work Order 18-23208 in the amount of \$ 197,630. These services will be provided on a Lump Sum basis as summarized below.

Task	Fee
Task 1 – Project Management	\$ 9,920
Task 2 – Final Design	\$ 169,640
Task 3 – Opinion of Probable Construction Cost (OPCC)	\$ 5,550
Task 4 – Permitting	\$ 4,520
Total	\$ 189,630
Owner's Allowance	8,000
Grand Total	\$ 197,630

Schedule

AECOM will provide services under this WO 18-23208 in accordance with the following.

Task	Schedule
KO meeting	Within 2 weeks after the NTP
Submit 90% documents	10 weeks after the NTP
Meet with Authority to review the 90% documents and submit the 90% OPCC	2 weeks after submittal of 90%
Submit 100% documents	4 weeks after review meeting for 90%
Meet with Authority to review the 100% documents and submit the 100% OPCC	1 weeks after submittal of 100%
Overall estimated project completion	17 weeks from NTP

In Closing

Certain assumptions have been made in developing the scope, fee and schedule for services described under this Work Order. To the extent possible, they are stated in this Proposal. If changes to the work result in changes in the level of effort and schedule presented in this Proposal, then the scope of services and budget will be revised by mutual agreement.



AECOM sincerely appreciates the opportunity to be of service to the Authority on this important project.

Please call me if you have any questions.

AECOM Technical Services, Inc.

A handwritten signature in blue ink, appearing to read "Ron Cavalieri".

for

Ronald R. Cavalieri, P.E., BCEE
Principal Engineer

Table 1**WO 18-23208 - Attachment to Letter Proposal dated September 15, 2017
Anticipated Drawing Index for PRF Maintenance Facility**

Number of Sheets by Discipline		Title
General (2)		
	1	Cover
	2	Index
Civil (5)		
	3	General Notes
	4	Site Plan
	5	Lift Station
	6	Force main
	7	Details
Architectural (11)		
	8	Symbols, Abbreviations & Code Data
	9	Floor Plan
	10	Reflected Ceiling Plan
	11	Roof Plan
	12	Exterior Elevations
	13	Exterior Elevations
	14	Building Sections
	15	Wall Sections Details
	16	Door, Window and Finish Schedules
	17	Enlarged Bathroom Plans and Elevations Millwork Elevations and Details
	18	Details
Structural (9)		
	19	Structural General Notes
	20	Structural General Notes
	21	Foundation Plan
	22	Roof Framing Plan
	23	Roof Framing Plan
	24	Structural Wall Details
	25	Foundation Details
	26	Foundation Details
	27	Roof Framing Plan Details
HVAC (6)		
	28	Symbols, Abbreviations and Notes
	29	HVAC Floor Plan
	30	HVAC Sections
	31	HVAC Schedules

	32	HVAC Control Diagrams
	33	Details
Plumbing (5)		
	34	Symbols, Abbreviations and Notes
	35	Plumbing Floor Plan and Risers
	36	Plumbing Enlarged Bathroom and Shower Area
	37	Risers
	38	Details
Electrical (8)		
	39	Symbols, Abbreviations and Notes
	40	Power Floor Plan
	41	Communications Floor Plan
	42	Lighting Floor Plan
	43	Lightning Roof Plan
	44	One Line Diagram
	45	Electrical Panel Schedule
	46	Details

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 4, 2017

CONSENT AGENDA
ITEM 10

**Pre-Qualified Contractors for Peace River Facility SCADA and
Instrumentation System Improvements Project**

Recommended Action - **Motion** to approve selection committee recommendation and pre-qualify all four firms listed below to bid on the SCADA and Instrumentation System Improvements Project at the Peace River Facility.

Statements of Qualification were requested from firms interested in being prequalified to bid on the Authority's SCADA and Instrumentation System Improvements Project at the Peace River Facility in accordance with the Authority's Procurement Policy. Four (4) Statements of Qualification were timely received by the Sept 7, 2017 submittal deadline and were evaluated in accordance with the Authority Procurement Policy.

Staff recommends that the Authority Board of Directors approve the selection committee recommendation and prequalify all four firms listed below to bid on the SCADA and Instrumentation System Improvements Project at the Peace River Facility.

Firm	Office Location
J.H. Ham Engineering, Inc.	Lakeland, FL
McKim & Creed, Inc.	Sarasota, FL
Revere Controls Systems, Inc.	Lakeland, FL
Sharek Solutions, Inc.	Sarasota, FL

Budget Impact: None

Attachments:

- Tab A Request for Qualifications Package
- Tab B Committee Meeting Agenda and Consensus Score Sheet
- Tab C Submittals from interested firms

TAB A
Request for Qualifications Package

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
REQUEST FOR STATEMENT OF QUALIFICATIONS

for

SCADA AND INSTRUMENTATION SYSTEM IMPROVEMENTS PROJECT AT THE
PEACE RIVER FACILITY

The Peace River Manasota Regional Water Supply Authority (Authority) is prequalifying firms for the 'SCADA and Instrumentation System Improvements Project at the Peace River Facility' (Project). Only pre-qualified firms will be invited to submit a bid on the Project, with bidding expected to occur in Fall 2017. Firms interested in being pre-qualified to bid on the Project must submit a Statements of Qualifications (SOQ) conveying their experience and expertise in this type of work and their understanding of the project.

An information packet containing details of the 'SCADA and Instrumentation System Improvements Project at the Peace River Facility' and the SOQ submittal requirements is available for downloading from the Authority's website (www.regionalwater.org) for no charge beginning August 7, 2017. Questions regarding this Request for SOQs must be directed by email to Chris Rogers (crogers@regionalwater.org) no later than 5:00 P.M. EST, August 28, 2017. All responses to questions and addenda, if applicable, will be posted on the Authority website.

Selection of pre-qualified firms for the Project will be in accordance with the Authority's Procurement Policy. Firms desiring to provide these services to the Authority must submit six (6) paper copies and one (1) electronic copy of their SOQ in accordance with the requirements contained in the information packet to the attention of Patrick Lehman, Executive Director, at the address listed below no later than 2:00 P.M. EST, September 07, 2017.

Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, Florida 34202
941-316-1776

Dated this ____th day of August, 2017

Patrick J. Lehman, Executive Director
Peace River Manasota Regional Water Supply Authority

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
INFORMATION PACKAGE FOR
SCADA AND INSTRUMENTATION SYSTEM IMPROVEMENTS PROJECT AT THE
PEACE RIVER FACILITY

REQUEST FOR STATEMENT OF QUALIFICATIONS

The Peace River Manasota Regional Water Supply Authority (Authority) is prequalifying firms (Consultant) for the ‘SCADA and Instrumentation System Improvements Project at the Peace River Facility’ (Project). Prequalified Consultants will be invited to submit a bid on the Project, expected to occur in October/November 2017. Firms interested in being prequalified to bid on the Project must submit a Statement of Qualifications (SOQ) conforming to the requirements herein.

AUTHORITY BACKGROUND

The Authority is an independent sSpecial district of the State of Florida, created and existing pursuant to Section 373.1962, now found in Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes. The Authority is comprised of Charlotte, DeSoto, Manatee and Sarasota Counties. The Authority was created for the purpose of developing, storing, and supplying water for county and municipal purposes in such a manner as will give priority to reducing adverse environmental effects of excessive or improper withdrawals from concentrated areas. The Authority is required to acquire, design, secure permits, construct, operate and maintain facilities in locations and at the times necessary to insure that an adequate water supply will be available to all citizens within the its service area boundaries.

The Authority owns and operates the Peace River Facility, a 51 million gallon per day (MGD) conventional surface water treatment facility on Kings Highway (CR 769) in DeSoto County. The treatment plant is supported by a 120 MGD intake on the Peace River, a 6.5 billion gallon off-stream raw water storage system, and 21 aquifer storage and recovery wells. The Authority’s regional transmission system also includes 65 miles of large-diameter drinking water transmission pipelines and associated remote pumping stations and finished water storage tanks.

SCOPE OF SERVICES

Exhibit A includes a summary description of the Scope of Services for the Project.

GENERAL PROJECT SCHEDULE

A summary schedule for the prequalification of Consultants is presented below.

<u>Activity</u>	<u>Expected Date of Completion</u>
(1) Advertise for Consultant SOQs	August 6, 2017
(2) Submittal of SOQs Due, Opened and Distributed to	

Selection Committee	September 7, 2017
(3) Selection Committee Public Meeting to Rank Consultants	September 13, 2017
(4) Board of Directors Action (Consultants Prequalified)	October 4, 2017

Note – Dates listed in General Project Schedule above may be revised at the sole discretion of the Authority. All date revisions, questions and answers, or addenda, if issued, will be posted in the *Procurement* tab on the Authority’s website (www.regionalwater.org).

PREQUALIFICATION PROCESS

The prequalification process will be conducted as outlined in this information package and in accordance with the Authority’s Procurement Policy, which can be viewed in its entirety on the Authority’s website at www.regionalwater.org. The Authority desires to prequalify multiple highly qualified Consultants, all of whom will be afforded the opportunity to bid on the Project. Bids will not be accepted from Consultants not prequalified through this SOQ process. Bids for the Project from prequalified firms will be solicited in the October/November 2017 timeframe and award will be recommended to the Authority Board of Directors at a subsequent meeting.

A copy of the Authority’s standard professional services contract form is included in this packet for information only. A contract for services will not be issued as part of the prequalification process. However, the Authority’s standard professional services contract will be utilized in the award of the Project in the subsequent procurement process.

After issuance of this Request for Statement of Qualifications, prospective Consultants or their agents, representatives or persons acting at the request of such Consultants are prohibited from contacting members of the Authority’s Board of Directors and Executive Director or any member of a selection or negotiation committee concerning this issue until after the final recommendation is presented to the Authority Board of Directors for approval or when the solicitation has been canceled or terminated. Any questions concerning this Request for Statement of Qualifications must be presented in writing to Chris Rogers at crogers@regionalwater.org no later than 5:00 p.m. Eastern Standard Time on August 21, 2017. Consultants are responsible to review the Authority’s website for the Authority’s responses to any questions timely submitted and for any changes to the Consultants’ prequalification schedule.

STATEMENT OF QUALIFICATION REQUIREMENTS

To be prequalified for this Project, a Consultant must show that its proposed personnel have the experience to complete projects, including showing competence and expertise with the installation and programming of GE programmable logic controllers and iFix software. A Consultant’s SOQ must include the following:

1. Legal name, address, phone number and email of Consultant;
2. List of partners/subconsultants (if any) who would be utilized on the Project;
3. Principal office locations of submitting Consultant and any proposed partners/subconsultants;
4. Legal form of company, i.e. partnership, corporation, joint venture (if joint venture,

- identify the members);
5. Copy of Florida Professional Licenses as applicable (business and/or individual);
 6. Identification of Consultant's "Project Manager" who is proposed to serve as point of contact for work on the Project and "Programmer", location of "Project Manager" and "Programmer", outline of qualifications and professional experience of each;
 7. Identification, outline of qualifications and professional experience of other key personnel that will be assigned to conduct services provided in Exhibit A, and the location of the office to which they are assigned;
 8. Description and examples of projects completed by Consultant relating to the services provided in Exhibit A, including budget and completion time information (please provide contact references for each of the three projects if not listed as a client as provided for in Item 12);
 9. Disclosure of whether Consultant or subconsultant(s) currently represents Charlotte, DeSoto, Manatee or Sarasota Counties, and/or the City of North Port (Customers), in any capacity, and description of such representation, if applicable;
 10. Disclosure of any current litigation the Consultant or subconsultant(s) is a party to against any of the Customers, either directly or retained for testimony and expertise on behalf of any other entity in litigation against the Authority or any of its Customers, and a description of such litigation, if applicable;
 11. Disclosure of any litigation against Consultant or subconsultant(s) for breach of contract for work performed for a Florida public entity within the last five (5) years;
 12. List of at least three (3) clients completed within the last five (5) years that are Florida public entities the Authority can contact as references with respect to Consultant's work performance for a project with a similar scope; and
 13. Required forms (forms included below):
 - Project Manager and Project Team/Key Personnel Form;
 - Signed Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes;
 - References Form;; and
 - Minority, Disadvantaged, or Woman-Owned business if applicable (must submit current certificates with the SOQ).

Costs/Bids shall not be submitted with the SOQ. Two (2) or more Consultants may combine for the purpose of responding to this Request for Statement of Qualifications providing that one Consultant is designated as the "Prime" Consultant and the other as a subconsultant and that the SOQ was made without collusion and is in all respects, fair and in good faith.

The SOQ shall be limited to no more than twenty (20), one-sided pages for all requested information described herein excluding the required forms listed in Item 13 above. Front and back covers, transmittal letter, and section dividers, are excluded from the total of twenty (20) one-sided pages. All pages shall be standardized 8 ½ x 11 inches in size, margins not less than 1-inch, standard black text (except for graphics and pictures) and minimum 12 font size for text.

Consultants requesting to be prequalified for this Project must submit six (6) paper copies (one (1) copy shall be unbound) and one (1) electronic PDF copy of its SOQ in accordance with the

requirements contained in the information package to:

Response to Request for SOQ for SCADA and Instrumentation System Improvements Project at
the Peace River Facility
Attn: Patrick J. Lehman, Executive Director
Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, Florida 34202
(941) 316-1776

A Consultant's SOQ must be received no later than **2:00 p.m. Eastern Standard Time on September 07, 2017**. It is the Consultant's responsibility to assure that its SOQ is delivered to the Authority prior to the above deadline. Late submittals will not be opened or considered. SOQs that are incomplete, conditional, obscure, or do not conform to the requirements contained in this Request for Statement of Qualifications may be deemed nonresponsive at the sole option of the Authority. The Authority reserves the right to reject all responses and not prequalify any Consultants resulting from this Request for Statement of Qualifications.

Upon submittal of its SOQ, the Consultant agrees to be bound by all terms and conditions of the SOQ. Neither the Authority nor its representatives will be liable for any expenses incurred in connection with preparation of a response to this Request for Statement of Qualifications.

PROPOSAL EVALUATION CRITERIA

The following factors, with the weighting indicated, will be used to evaluate proposals:

<u>Criteria</u>	<u>Weighting</u>
1. Contractor Qualifications and Experience	30 points
2. Project Manager/Programmer Qualifications and Experience	30 points
3. Contractor Resources / Equipment	25 points
4. Contractor References	10 points
5. <u>Office Proximity to Authority Service Area</u>	<u>5 points</u>
TOTAL	100 points

**PROJECT MANAGER, PROGRAMMER AND PROJECT TEAM/KEY PERSONNEL
For
SCADA AND INSTRUMENTATION SYSTEM IMPROVEMENTS PROJECT AT THE
PEACE RIVER FACILITY**

The Consultant's proposed Project Manager, Programmer and key personnel are to be indicated below. Each person must be identified with their job classification, area of expertise, work location, and employer.

<u>Person's Name</u>	<u>Job Classification</u>	<u>Area of Expertise</u>	<u>Employer</u>	<u>Office Location</u>

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

2. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; OR

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

___ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 2017. Personally known

_____ OR produced identification _____.
(Type of Identification)

Notary Public
Name (Printed) _____

My commission expires _____.

(Printed typed or stamped Commissioned name of Notary Public)

EXHIBIT A

SCOPE OF WORK

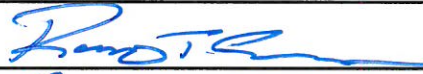

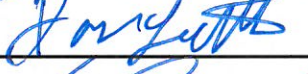

TAB B
Committee Meeting Agenda and Consensus Score Sheet

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
SCADA and Instrumentation System Improvements Project
Prequalification Review**

September 13, 2017

SOQ Proposal Evaluation Criteria		Weight	J.H. Ham	McKim & Creed	Revere	Sharek Solutions
1	Contractor Qualifications and Experience	30	25.00	23.25	25.00	25.00
2	Project Manager / Programmer Qualifications and Experience	30	26.25	19.50	23.00	25.50
3	Contractor Resources / Equipment	25	21.25	22.00	22.50	22.50
4	Contractor References	10	8.25	5.00	8.25	8.00
5	Office Proximity to Authority Service Area	5	3.50	5.00	3.50	4.25
SOQ Criteria Total Score		100	84.25	74.75	82.25	85.25
RANK			2	4	3	1

Review Committee Consensus

Member Name	Position	Organization	Signature	Date
Richard Anderson	System Operations Mgr	PRMRWSA		9/13/17
Mike Chell	Operations Supervisor	PRMRWSA		9-13-17
Doug Leath	Maintenance Supervisor	PRMRWSA		9-13-17
George Pennell	Lead Instrumentation Tech	PRMRWSA		9/13/17

TAB C
Submittals from interested firms

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 4, 2017

CONSENT AGENDA
ITEM 11

Southwest Florida Water Management District
FY 2019 Cooperative Funding Applications

Recommended Action - **Motion** to authorize submittal of FY 2019 Cooperative Funding Initiative Applications to SWFWMD for six projects adopt recommended project co-funding ranking.

FY 2019 Cooperative Funding Initiative applications for the Southwest Florida Water Management Districts (SWFWMD) are due October 6, 2017. Six Authority projects 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]	\$26.97 M
2	Partially Treated Surface Water ASR	\$7.76 M
3	Regional Integrated Loop System – Phase 4 Interconnect (Segment 1) [Burnt Store WTP to Phase 1A]	\$4.9 M
4	Bachman Regional Pumping and Storage Facility [Location Between Hillsborough Blvd. and Veterans Blvd.]	\$12.0 M
5	Regional Integrated Loop System – Phase 2B Interconnect [Serris Blvd. to Myakkahatchee Ck.]	\$30.40 M
6	Water Master Plan 2020 Update	\$0.45 M

Budget Action – No action needed. Projects 1 -3 are continuation projects from prior years and are reflected in the FY18 Budget 5-Year CIP. Projects 4 & 5 are in the Authority’s Conceptual 20-year CIP, are being requested by Charlotte County and are expected to migrate forward to the 5 year CIP with FY19 Budget development. Project 6 has no budget impact for the current year, it will be included in the FY19 Budget.

Attachments:

- Tab A Project Location Map
- Tab B Project Descriptions

TAB A
Project Location Map

Peace River Manasota Regional Water Supply Authority Regional Vision for 2035



Project Location Map

TAB B
Project Descriptions

Regional Integrated Loop System – Phase 3B Interconnect [S.R. 681 to Clark Road]

Location: Extends from existing Regional 681 Connection with Sarasota County along Cow Pen Slough, north to Clark Road in the vicinity of Cow Pen Slough.

Length: 4.5 miles

Diameter: 48-inch

Total Cost: \$26,967,000 (re-evaluating as part of ongoing preliminary design)

Component	Estimated Cost
Pipeline	\$13,871,000
Storage, Pumping, Metering, Instrumentation, Chemical feed	\$10,400,000
Pipeline Easements	\$1,946,000
Facilities Sites	\$750,000

Completion time: 58 months

Benefits: The Project will support Sarasota County’s water needs from Clark Road north, and serve to extend the regional system toward a future interconnection with Manatee County.

Project Details: Five (5) miles of 48-inch diameter regional pipeline to be completed by design-bid-build method in 2021. Provides connection for future County pipeline along Clark Road. Preliminary design on Phase 3B commenced in February 2016 and is scheduled for completion in December 2016. Interlocal Agreement for Phase 3B Interconnect between the Authority and Sarasota County was executed May 2016.

Funding Details: Project co-funding Agreement between SWFWMD and the Authority (up to \$760,000 from SWFWMD) was executed on June 22, 2017 and covers work from initiation of preliminary design through 30% design. A separate funding agreement will be developed with the District once the 3rd party review (completed August 2017) is presented to the District Governing Board (projected November 2017). \$500K in State funding has also been applied to the project.

The Project is in the Authority’s current 5-year CIP.

Partially Treated Water Aquifer Storage and Recovery (ASR) Concept [Peace River Facility]

Location: Peace River Facility in DeSoto County

Total Cost: \$7,725,000

Component Costs	Estimated Cost
Testing & Permitting	\$309,000
Pumping Facility and pipeline connection for ASR Recharge	\$7,416,000

Completion time: 60 months. Project initiated in FY 2016

Benefits: This project has the potential to significantly improve the performance of the Authority's ASR system, at reduced operational costs. In addition, because of the significantly lower ASR recharge costs there is opportunity to over-recharge the system, providing increased support for the SWUCA recovery, or potentially offset future groundwater withdrawals.

Project Details: Project which will include, pilot testing (now ongoing) the partially treated water ASR concept on two wells in ASR Wellfield 2. If analysis of the test data shows this is a feasible technology at the site, the Authority's ASR operational permit will be modified, and withdrawal, pumping, filtration and pipe connections will be designed and constructed to enable recharge of the ASR system directly from Peace River Reservoir # 1. Pilot testing began in early CY 2017 and will be complete in late fall 2017.

Project Costs: Costs are estimated based on Work Orders issued to-date and preliminary cost estimates of pumping facility cost included in the March 2016 CH2M report in Partially Treated Surface Water ASR Desktop Study. SWFWMD Board has approved FY 2018 co-funding (50% level) through the 30% design phase and 3rd party review. A funding agreement is being prepared by the District.

The Project is in the Authority's current 5-year CIP.

Regional Integrated Loop System – Phase 4 Interconnect – Segment 1 [Burnt Store Road to Tuckers Grade]

Location:	Extends from the Burnt Store Road, about 4 miles north of the Burnt Store WTP northeast to Tuckers Grade Road near I-75
Length:	4 miles
Diameter:	16-inch
Total Cost:	\$4,925,000

Component Costs	Estimated Cost
Pipeline	\$4,925,000

Completion time: 48 months

Benefits: The Project will become the first segment of a regional pipeline connection with Charlotte County’s Burnt Store Reverse Osmosis Water Treatment Plant. The Phase 4 Interconnect – Segment 1 will support growing needs in south Charlotte, and as future segments of the Phase 4 Project are completed, the project will provide access to regional supplies for this isolated service area, as well as providing regional access to water from the Burnt Store RO facility.

Project Details Four (4) miles of 16-inch diameter regional pipeline to be completed by a private party and conveyed to Charlotte County under a Utility Services Agreement, and thereafter transferred to the Authority as part of the regional transmission system. Project supports ongoing development in south Charlotte County with eventual connection to Phase 1A Regional pump station on US 17 to the North. **Interlocal Agreement required by April 1, 2018 for co-funding consideration.**

Project Costs: Costs are estimated from preliminary route selection work done for the County. Costs will be refined through completion of the utility services agreement between the County and the private entity installing the pipeline. SWFWMD co-funding request will be for 50% of eligible costs.

The project is in the Authority’s current 5-year CIP however it is shown to begin in FY 2020. With approval of an Interlocal Agreement between the Authority and Charlotte County on this project staff will recommend that the project schedule be adjusted in the tentative FY 2019 budget to begin in FY 2019.

Regional Integrated Loop System – Bachman Regional Pumping and Storage Facility [Between Veterans and Hillsborough Boulevards]

Location: Between Veterans and Hillsborough Boulevards in Charlotte County just south of the Sarasota-Charlotte County Line

Capacity: 10 MGD (initial capacity)

Total Cost: \$12,000,000

Component Costs	Estimated Cost
Storage and Pumping Facility	\$12,000,000

Completion time: 48 months

Benefits: The Project bolsters the regional integrated loop system by providing significant system storage, chemical adjustment and pumping capability at a point located 7 miles southwest from the Peace River Facility along two major existing regional transmission mains. This location is strategically positioned almost halfway between the Peace River Facility and North Port’s Myakkahatchee WTP. This pumping facility supports further development of the regional integrated loop system to the west and north and will insure a more robust and sustainable regional water supply with the capability to pump in multiple directions to facilitate rotational source management and emergency supply as needed.

Project Details: There will be a system storage element (ground or elevated) and a pumping station suitable for the type of storage selected plus chemical trim facilities for adjusting disinfectant levels. Project supports the Murdock area redevelopment in Charlotte County, service to the Rotonda West peninsula as well as and eventual connection westward to North Port’s Myakkahatchee WTP, the Englewood Water District and back northwards to the City of Venice and Sarasota County to the North. **Interlocal Agreement required by April 1, 2018 for co-funding consideration.**

Project Costs: Cost estimate is from the Authority’s 2015 Integrated Regional Water Supply Plan. Charlotte County owns a 20 acre parcel of land at the target location and it is expected that a small portion of the site could be dedicated to this need. Costs will be further refined through the basis of design and subsequent design efforts. SWFWMD co-funding request will be for 50% of eligible costs.

The project is not in the Authority’s current 5-year CIP. With approval of an Interlocal Agreement between the Authority and Charlotte County on this project staff will recommend that the project be included in 5-year CIP in the tentative FY 2019 budget.

Regional Integrated Loop System – Phase 2B Interconnect [Serris Drive to Myakkahatchee WTP]

Location: Extends from near Serris Boulevard to the City of North Port’s Myakkahatchee Creek WTP

Length: 9.3 miles

Diameter: 36/42-inch

Total Cost: \$30,400,000

Component Costs	Estimated Cost
Pipeline	\$30,400,000

Completion time: 60 months

Benefits: The Project extends the regional integrated loop system to North Port’s Myakkahatchee WTP. This pipeline supports the Murdock area redevelopment in Charlotte County, service to the Rotunda West peninsula, connection to North Port’s Myakkahatchee WTP and will support eventual extension of the regional loop system to the Englewood Water District and back northwards to the City of Venice and Sarasota County. Further development of the regional integrated loop system to the west insures a more robust and sustainable regional water supply with the capability to pump in multiple directions to facilitate rotational source management and emergency supply as needed.

Project Details: Approximately 9.3 miles of 36/42-inch diameter regional pipeline to be completed the Authority as part of the regional transmission system. The pipeline will commence on the east at the terminal end of two existing regional transmission mains located near Serris Blvd. The pipeline will then extend westward parallel to Hillsborough Blvd. and the Cocoplum Waterway canal to near the City of North Port’s Myakkahatchee Creek WTP. **Interlocal Agreement required by April 1, 2018 for co-funding consideration.**

Project Costs: Cost estimate is from the Authority’s 2015 Integrated Regional Water Supply Plan. Costs will be further refined through the basis of design and subsequent design efforts. SWFWMD co-funding request will be for 50% of eligible costs.

The project is not in the Authority’s current 5-year CIP. With approval of an Interlocal Agreement between the Authority and Charlotte County on this project staff will recommend that the project be included in 5-year CIP in the tentative FY 2019 budget.

Water Master Plan 2020 Update [Authority's 4-County Service Area]

Location: The Service Area of the Peace River Manasota Regional Water Supply Authority
 Coverage: Charlotte, DeSoto, Manatee and Sarasota Counties
 Resources: Potable and Reclaimed Water
 Total Cost: \$450,000

Component Costs	Estimated Cost
Water Master Plan 2020 Update	\$450,000

Completion time: 18 months

Benefits: Organizations periodically update master planning documents because rules, information, costs, challenges and opportunities are all in a state of continual change. All stakeholders benefit from having the most current information available and it is the Authority's process to update its Water Master Plan every 5 years. This information is then available for use by Authority members, customers, consultants, contractors, planning agencies and other governmental bodies. This information is also vital to our cooperative funding partner (SWFWMD) and feeds into the District's own 5 Year Master Plan and their financial engine used to set millage rates and apportion funding to various agency programs.

Project Details This effort will build on the Authority's 2015 Integrated Regional Water Supply Master Plan Update. Topics covered will include a more detailed evaluation of the future regional interconnections, update of demand projections, current and potential future sources of supply, as well as an inventory of reclaimed water resources in the region. A prioritized listing of project opportunities will be developed including cost estimates and timetables needed for implementation. This effort will be completed in a timeframe consistent to feed into the SWFWMD's 2020 Master Plan development effort.

Project Costs: This effort is projected to cost \$450,000 which is \$100,000 more than the 2015 effort, however, the scope has been expanded this time to include reclaimed water resources. SWFWMD co-funding request will be for 50% of eligible costs.
 Staff proposes to include this project as a line-item in the FY 2019 tentative budget.

Note: SWFWMD will propose at their September 26, 2017 Board meeting to provide out-of-cycle funding for this and at least one other Master Planning effort to insure that these Plans are completed a timeframe that supports the Districts 2020 regional water supply planning efforts. The out-of-cycle funding would be available in FY 2018. If approved by the District Governing Board in September, Authority staff will present options for an accelerated project schedule at the December 6, 2017 Authority Board meeting.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 4, 2017

REGULAR AGENDA
ITEM 1

Water Supply Conditions

Presenter - Richard Anderson, System Operations Manager

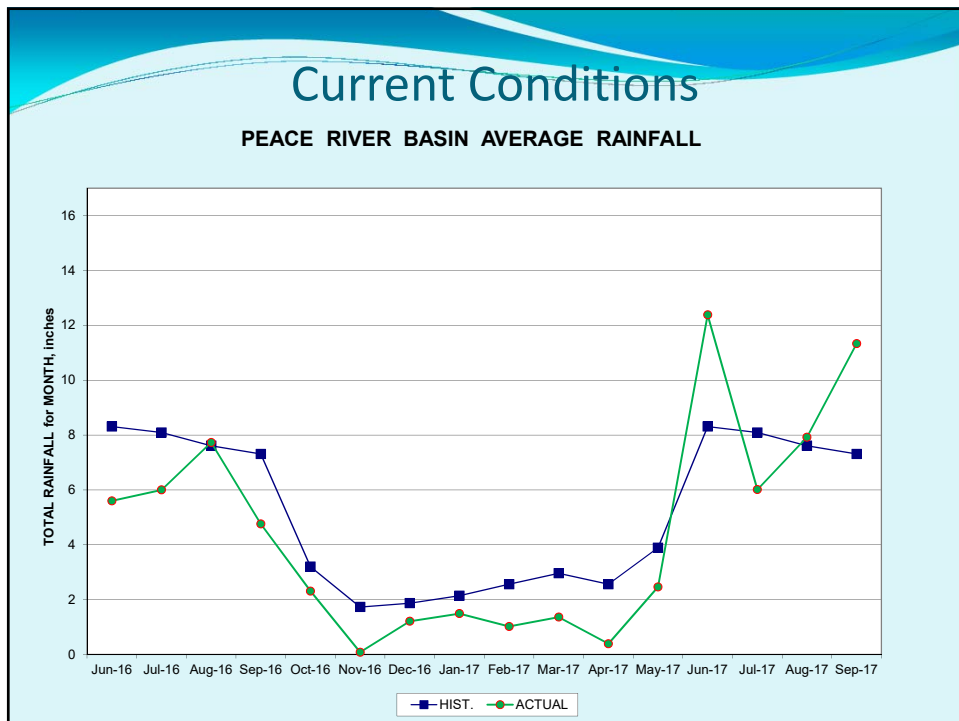
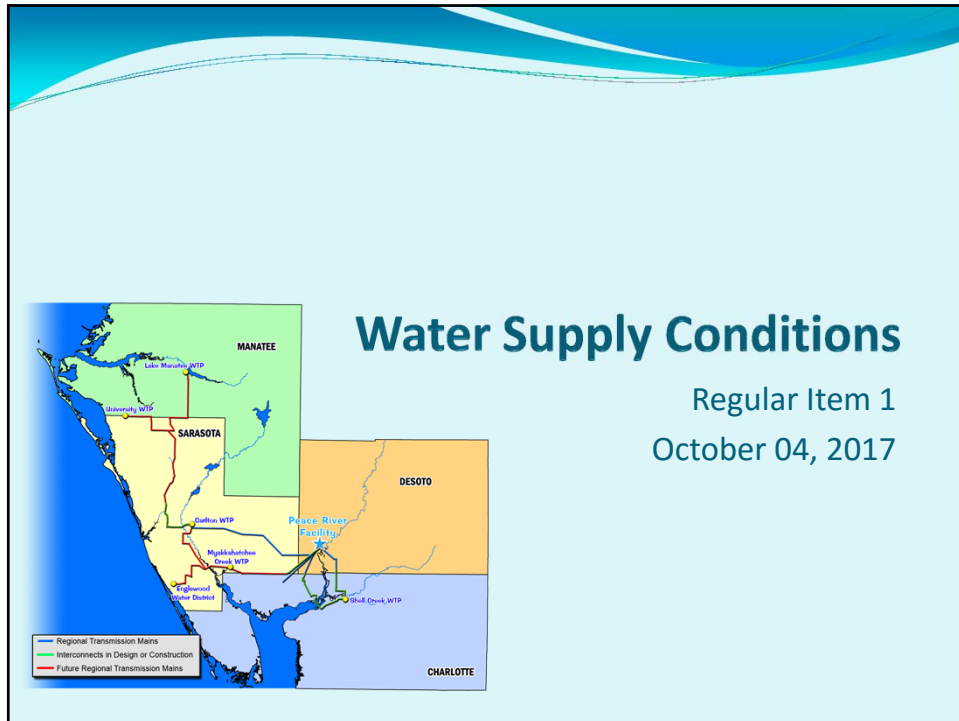
Recommended Action - **Status Report.** This item is presented for the Board's information and no action is required.

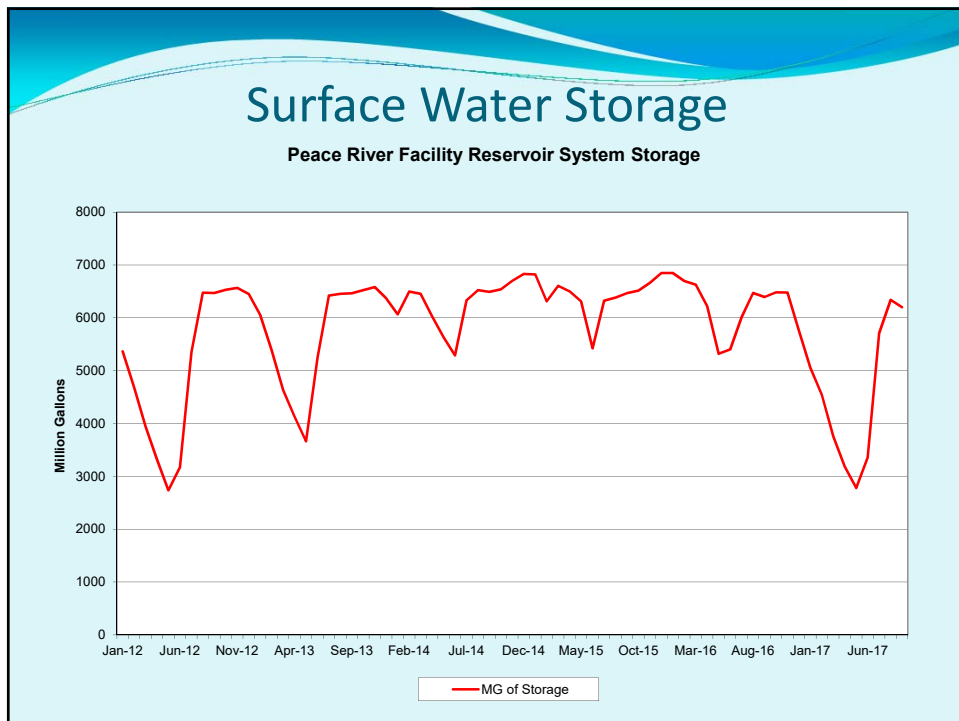
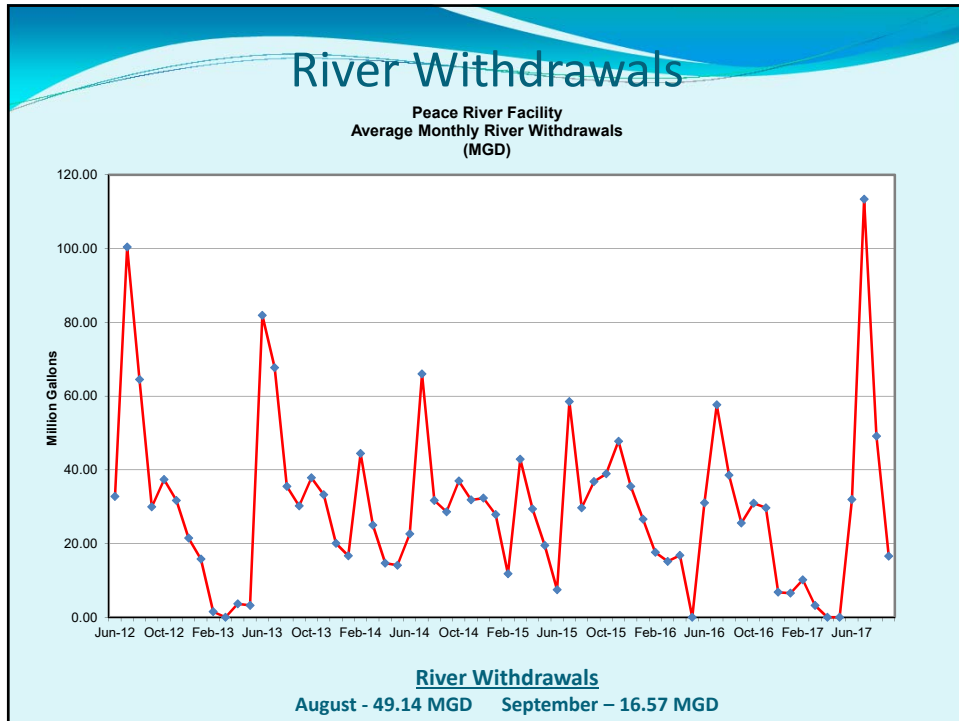
Water Supply Conditions at the Peace River Facility as of September 18, 2017.

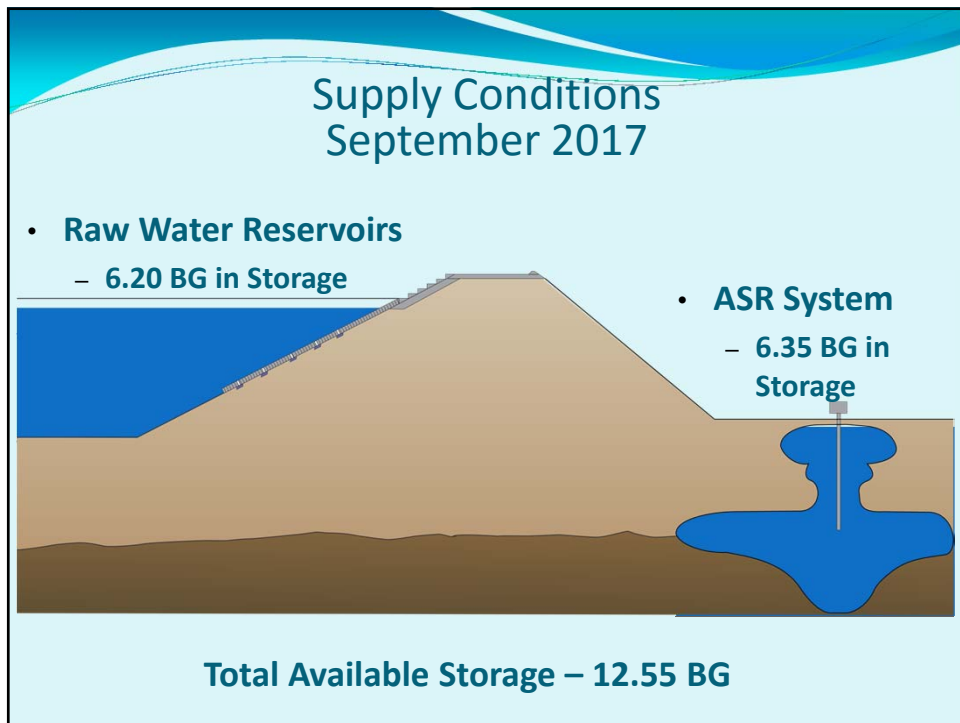
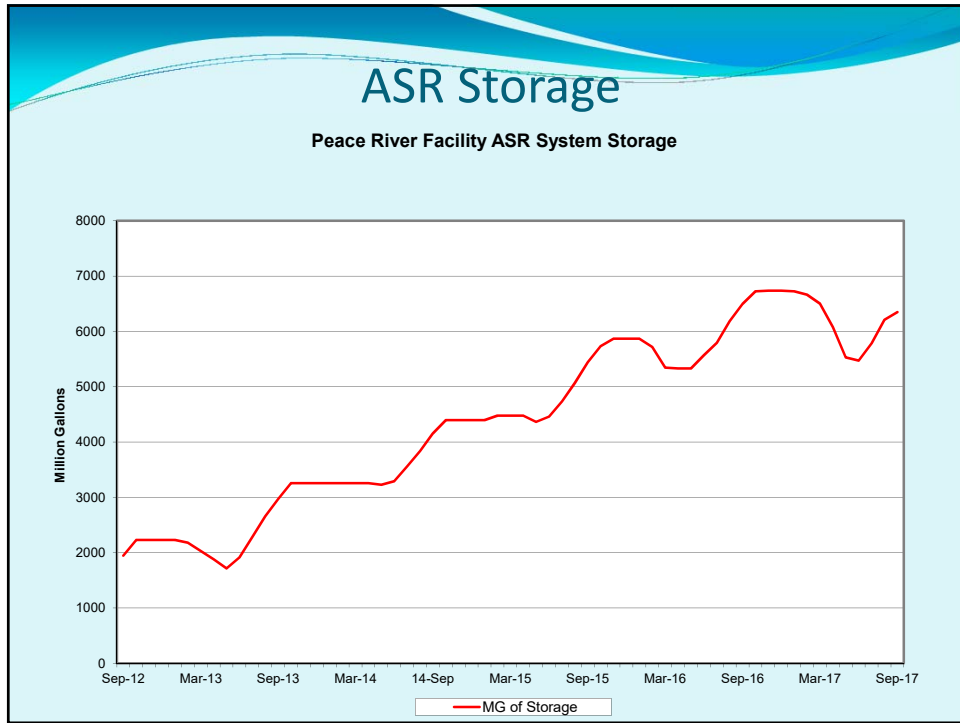
- Water Supply Quantity: Excellent
- Treated Water Quality: Excellent

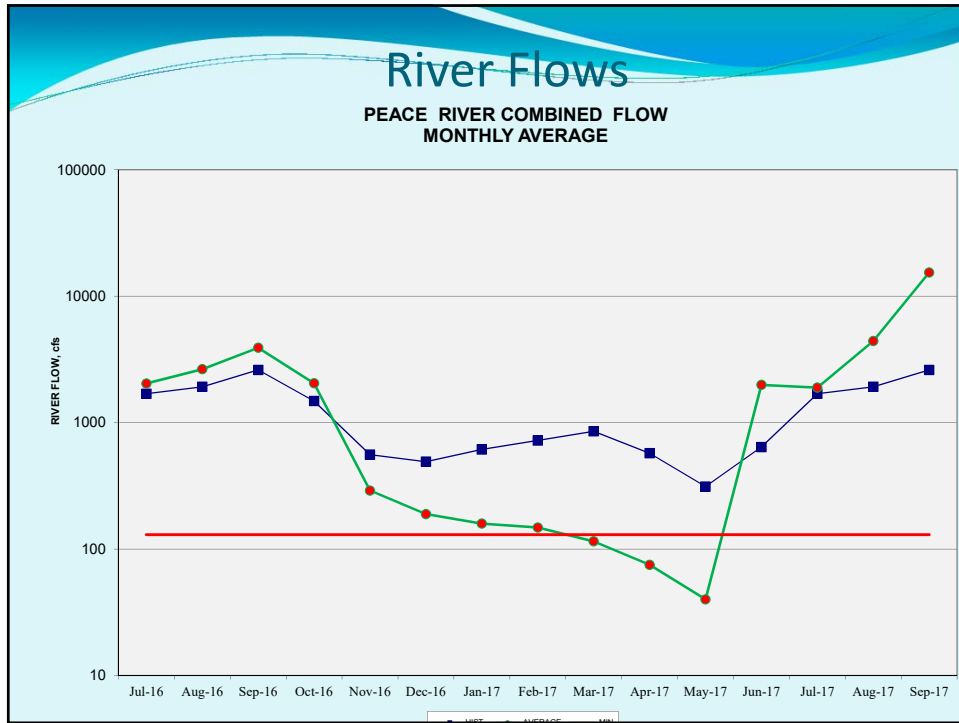
September Water Demand	21.40 MGD
September River Withdrawals	16.57 MGD
<u>Storage Volume:</u>	
Reservoirs	6.20 BG
ASR	<u>6.35 BG</u>
Total	12.55 BG

Attachments:
Presentation Materials









Hurricane Irma Update

Eye passed 20 miles east of the plant

74+ mph – 1 Hour

39+ mpg – 13 Hrs

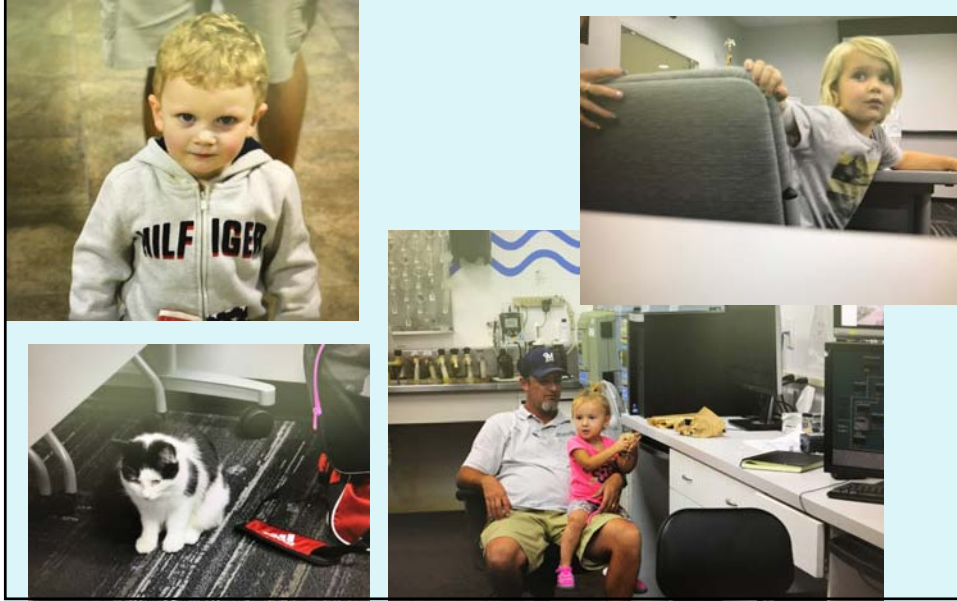
Never lost power

Maintained water production



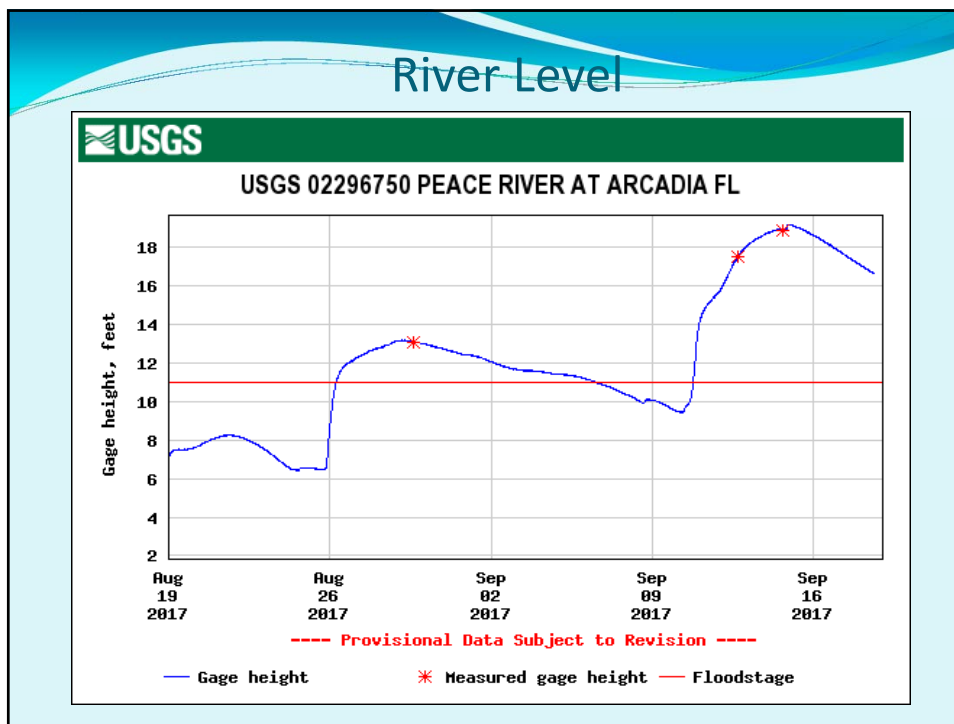


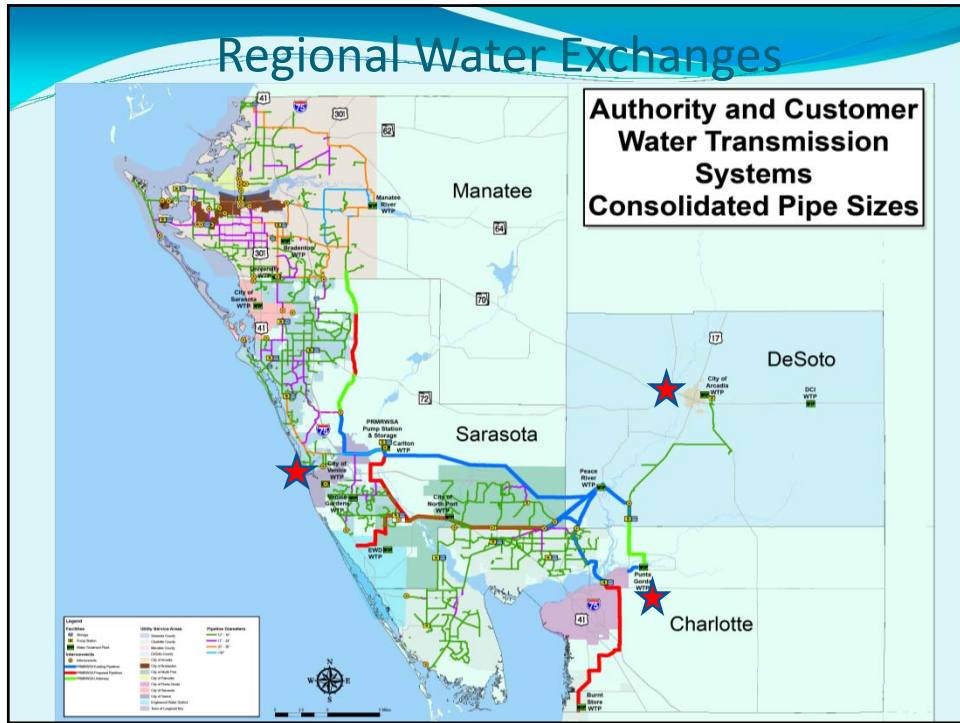
Hurricane Irma Update



Hurricane Irma Update







PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 4, 2017

REGULAR AGENDA
ITEM 2

Orange Hammock Ranch Conservation Update

Presenter - Patrick Lehman, Executive Director
Douglas Manson, General Counsel

Recommended Action - **Motion** to approve Memorandum of Understanding with the Southwest Florida Water Management District.

The SWFWMD (as lead negotiator) continues to work with Sarasota County and others in collaboration on exploring options to acquire the Orange Hammock Ranch (OHR). Both agencies are working to identify potential funding sources. Negotiations remain on-going for the acquisition of the property.

Several key considerations for the acquisition of are that the property provides an environmental buffer to the RV Griffin Reserve and it also provides opportunity for restoration and mitigation for water supply expansion on the RV Griffin Reserve. The OHR property is undeveloped and abuts the western boundary of the RV Griffin Reserve owned by SWFWMD and managed by the Authority for water supply infrastructure including the regional reservoir and ASR Wellfield.

In accordance with Board direction at the August Board meeting, staff has developed a Memorandum of Understanding (MOU) with SWFWMD staff (currently under review) that provides for the development of an agreement for the Authority to manage the OHR property in the same manner as the RV Griffin Reserve in exchange for the right to provide mitigation on the OHR property to allow for future water supply infrastructure development on the RV Griffin Reserve. The MOU does not commit any funds and is contingent on the acquisition of the OHR by SWFWMD.

Staff recommends the approval of the Memorandum of Understanding and the continuation of participation in the acquisition process of the OHR.

Attachments:

Draft Memorandum of Understanding

Orange Hammock Ranch

SWF Parcel No.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND THE PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
FOR THE ORANGE HAMMOCK RANCH

This Memorandum of Understanding ("MOU") is made and entered into this ____ day of _____, 2017 (the "Effective Date") between the Southwest Florida Water Management District, a public corporation, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "District," and the Peace River Manasota Regional Water Supply Authority, an independent special district of the State of Florida, whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, hereinafter referred to as the "Authority."

RECITALS:

WHEREAS, the Orange Hammock Ranch ("Property") is an approximate 5,774 acre property located within the City of North Port in southeast Sarasota County (Exhibit A); and

WHEREAS, the District, Authority and its member counties of Charlotte, DeSoto, Manatee and Sarasota, and the City of North Port support the acquisition of the Property for public ownership; and

WHEREAS, the Property is adjacent to the RV Griffin Reserve previously purchased by the District to provide lands to accommodate the expansion of a water supply and storage system owned and operated by the Authority; and

WHEREAS, the Authority is seeking to expand its water supply and storage system by constructing another reservoir and expand the ASR system on the RV Griffin Reserve to meet future water supply demands; and

WHEREAS, the protection and restoration of a protective buffer for water supply development on the adjacent RV Griffin Reserve, not conservation *per se*, serve as a primary basis for the acquisition of the Property and land management goal for the Property; and

WHEREAS, protective measures and restoration of a buffer to water supply development on the RV Griffin Reserve and other special protection areas designated for the Property, including preservation areas, will take precedence over all other land use and management considerations; and

WHEREAS, in addition to the land management goals set forth above, the management of the Property requires natural resources management, that may include exotic plant species control, prescribed fire maintenance, security of the Property, and management of certain recreational areas; and

WHEREAS, the Authority maintains the RV Griffin Reserve for the District in exchange for an easement over the site for its reservoir(s) and ASR system; and

WHEREAS, the Authority may need to use approximately 2,000± acres of the buffer created by the Property ("Mitigation Area") to mitigate the wetlands impacts that would result from the expansion of the Authority's water supply and storage system on the RV Griffin Reserve (Exhibit B); and

WHEREAS, the District and the Authority agree that it is in the public interest for each to participate in the management of the Property in part due to the Authority's existing management and maintenance responsibilities on the adjacent RV Griffin Reserve; and

WHEREAS, the District and the Authority desire that the Authority be the lead managing agency for the Property; and

WHEREAS, the District and Authority have entered into a Management and Operations Agreement for the RV Griffin Reserve (Exhibit C); and

WHEREAS, the parties agree that if the Property is purchased by the District, the Authority will manage and maintain the Property similar to its responsibilities in the Management and Operations Agreement for the RV Griffin Reserve in exchange for the Authority being granted an easement over the Property owned by the District and the District agreeing to allow ancillary use of the Mitigation Property as wetland mitigation, provided that the acquisition purpose (protective buffer) for the Property is maintained; and

WHEREAS, the parties agree that a subsequent agreement will be necessary to formalize the purpose of this MOU.

1. Purpose. The purpose of this MOU is to provide for the development of a future binding contract ("Agreement") between the parties to specify the District's and the Authority's rights and associated responsibilities regarding the maintenance and management of the Property and to allow the ancillary use of the buffer lands created by the Property by the Authority for mitigation of wetland impacts due to the expansion of the Authority's water supply and storage system on the RV Griffin Reserve. It is intended that the Authority's obligations to maintain and manage will be limited in the Agreement to only the portion of the Property that is in District ownership.

2. Term Renewal. The term of this MOU will be for a period of one (1) year from the Effective Date.

3. Recording. The MOU will not be recorded, but may be filed with the Clerk of the Circuit Court serving as the Clerk to the Manatee County Board of County Commissioners.

4. Documents. The following documents are attached and made a part of this MOU: Exhibits A, B and C.

5. Notices. Any and all notices, requests or other communications relating to this MOU or the performance of the parties hereto will be deemed to have been duly given if in writing and if transmitted by hand delivery with receipt therefore, overnight delivery or by registered mail posted prior to the expiration date for such notice, return receipt requested and first class postage prepaid. Such written notice will be addressed as follows:

To the Authority: Peace River Manasota Regional Water Supply Authority
9415 Town Center Pkwy
Lakewood Ranch, FL 34202

To the District: Southwest Florida Water Management District
Land Resources Department
2379 Broad Street
Brooksville, Florida 34604-6899

6. Effective Date. The MOU will be effective upon the date of approval of both the Authority Board of Directors and the Governing Board of the Southwest Florida Water Management District, whichever is later.

7. Binding Effect. This MOU will be binding upon and inure to the benefit of the parties hereto, and their successors, and assigns.

8. Law Compliance. Each party will comply with all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under the MOU.

9. Amendments. This MOU may be amended in writing by mutual consent of the District and the Authority.

10. Nonwaiver. No provision, term or condition of this MOU will be construed as a waiver by the District or the Authority of any rights provided for by any provision of law, including but not limited to Section 768.28, F.S.

11. Severability. If any term, covenant, or condition of this MOU or the application thereof to any person or circumstances will, to any extent, be deemed lawfully invalid or unenforceable, the remainder of this MOU or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or

unenforceable, will not be effected thereby and each term, covenant, and condition of this MOU will be valid and enforced to the fullest extent permitted by law.

12. Survivability. Any term, condition or obligation that requires performance by either party subsequent to the termination of this MOU will remain enforceable against such party subsequent to termination.

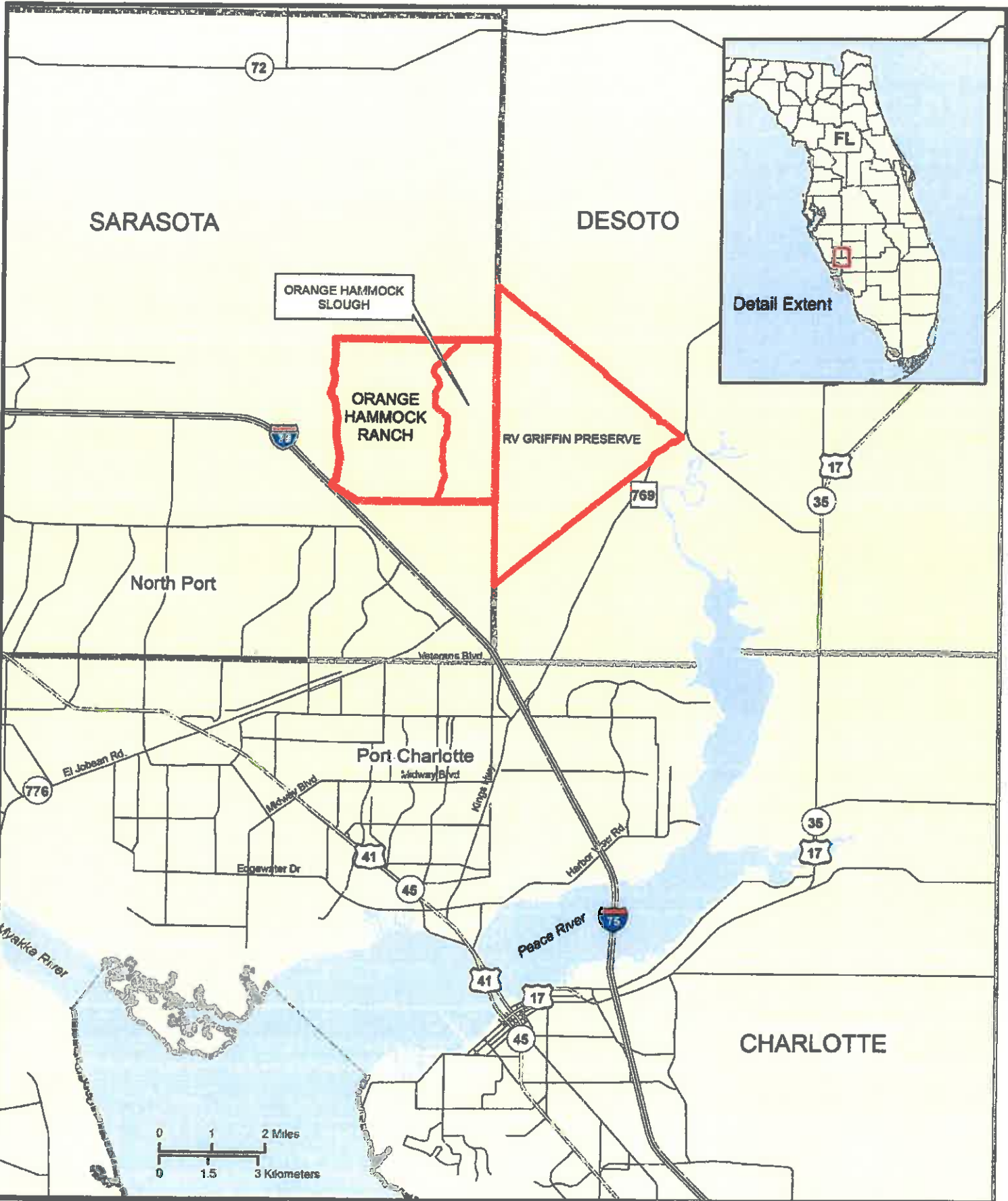
13. Headings. The headings used in this MOU are for convenience only and are not intended to imply or restrict application.

14. Entire Agreement. The MOU and the attached exhibits constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this MOU.

SIGNATURES BEGIN ON THE FOLLOWING PAGE

DRAFT

EXHIBIT A
ORANGE HAMMOCK RANCH LOCATION MAP



DATE: 04-13-2016
 FILE: Location Map 20160329
 PROJECT NO 02123.131
 AERIAL: N/A
 PROJECTION: 83SPHW0902
 SCALE : 1: 148,000 1"= 2.34 M'
 GIS: 2016 EarthBalance®/gsprehn

**ORANGE HAMMOCK RANCH
 LOCATION MAP**


EarthBalance.
 Corporate Offices: 2579 North Toledo Blade Blvd., North Port, FL 34289 (941) 426-7878 www.earthbalance.com
 Central Florida Offices: 2343 West Clay Street, Kissimmee, FL 34741 (407) 518-5592 www.earthbalance.com

EXHIBIT B
ORANGE HAMMOCK RANCH PROPOSED MITIGATION AREA

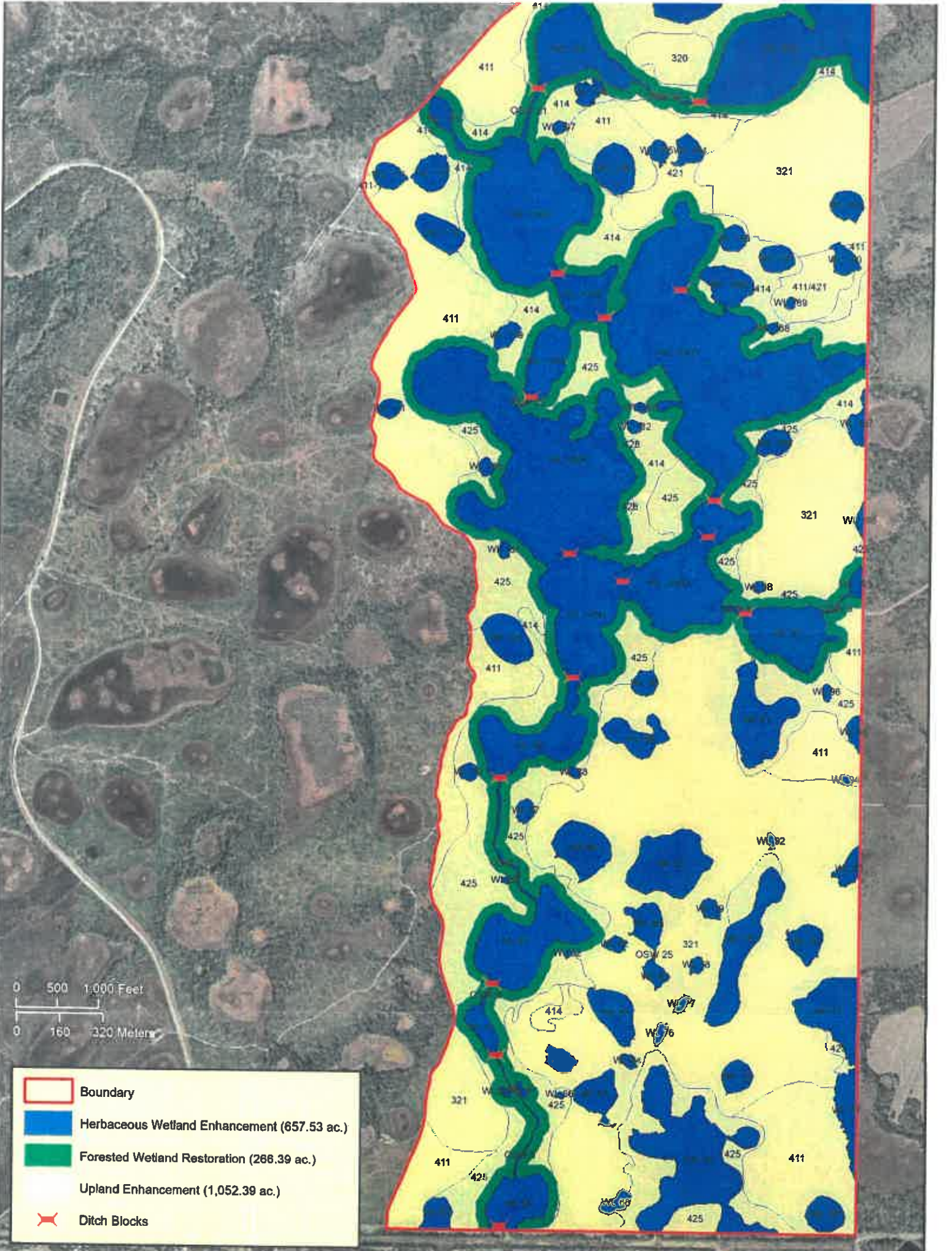


EXHIBIT C
MANAGEMENT AND OPERATIONS AGREEMENT FOR THE RV GRIFFIN RESERVE

RV Griffin Reserve
SWF Parcel no. 20-223-131X

**MANAGEMENT AND OPERATIONS AGREEMENT BETWEEN THE DISTRICT AND
THE AUTHORITY FOR THE RV GRIFFIN RESERVE**

This Management and Operation Agreement ("Agreement") is made and entered into this 9th day of June, 2010 (the "Effective Date") between the Southwest Florida Water Management District, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "District" and Peace River Manasota Regional Water Supply Authority, an independent special district of the State of Florida, whose address is 6311 Atrium Drive, Suite 100, Bradenton, Florida 34202, hereinafter referred to as the "Authority."

RECITALS:

WHEREAS, 5,820-acre property known as RV Griffin Reserve, located in southwest DeSoto County, was acquired by the District in 1992; and

WHEREAS, RV Griffin Reserve was purchased by the District in order to provide lands to accommodate the expansion of a water supply and storage system currently owned and operated by the Authority located on adjoining lands; and

WHEREAS, the District conveyed a non-exclusive easement over approximately 4,434 acres, which is legally described on Exhibit "A" (the "Property") and is recorded as Instrument Number 200814003442 of the DeSoto County Public Records ("Easement"); and

WHEREAS, the District and the Authority entered into a License Agreement ("License Agreement") on January 28, 1992 for the purpose of authorizing the Authority to use a portion of the RV Griffin Reserve for water resource development; and

WHEREAS, the water supply values of the Property served as the primary basis for the acquisition and preservation of those values and is the paramount land management goal for the Property; and

WHEREAS, protective measures for water supply and other special protection areas designated for the Property, including preservation areas, designated gopher tortoise conservation areas, and conservation easements will take precedence over all other land use and management considerations; and

WHEREAS, in addition to the land management goals set forth above, the management of the Property requires natural resources management, including exotic plant species control, prescribed fire maintenance, security of the Property, and management of certain recreational areas; and

WHEREAS, the District and the Authority agree that it is in the public interest for each to participate in the management of the Property; and

WHEREAS, the District and the Authority desire that the Authority be the lead managing agency for the Property; and

WHEREAS, the District and Authority are entering into this Agreement to delineate each party's respective responsibilities as to the Property.

NOW THEREFORE, the District and Authority, for and in consideration of Ten Dollars and 00/100 (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, agree as follows:

1. Definitions.

A. **Authorized Uses.** Those uses provided in the Easement and management activities that the Authority is authorized to perform under any Management Plan. The Authorized Uses will, at minimum, always include resource protection, public access, habitat management and enhancement and land use monitoring as set forth in an approved Management Plan. Authorized Uses may also include recreational use.

B. **Facilities.** "Facilities" include access roads, multi-use recreational trails, fences, gates, signage and structures and any other improvements on the Property in furtherance of the works of the District or the Authority.

C. **Annual Work Plan.** The "Annual Work Plan" is a plan to be prepared by the Authority on an annual basis detailing the maintenance and improvements the Authority intends to make to the Property in the following year. Submitted Annual Work Plans will be in conformity with the Management Plan.

D. **Management Plan.** The "Management Plan" is the ten year plan for all proposed uses, management and maintenance activities on the Property including, at a minimum and without limitation, habitat management, mitigation, restoration, completion of any natural resource inventories, monitoring, exotic species removal, prescribed burning, security measures, construction of facilities or other improvements and public access/recreational opportunities as described herein.

a. **Recreational Use.** "Recreational Use" means activities that include, but that are not limited to, the use of a model airplane flying field, hiking, bicycling and horseback riding trails. However, in no event will the use of motorized vehicles or all-terrain vehicles (i.e. ATVs) be permitted for recreational purposes unless authorized as part of an approved "Special Use" as defined below or as part of an authorized hunt as provided herein. All Recreational Uses will be in accordance with the Management Plan.

b. Special Use. A "Special Use" is a use of the Property other than as provided herein or the Management Plan and may be authorized pursuant to this Agreement and in accordance with Chapter 40D-9, Florida Administrative Code.

2. Term and Renewal

The term of this Agreement is for a period of twenty (20) years from the Effective Date of this Agreement ("Initial Term"). Upon expiration of the Initial Term, the District and the Authority by mutual consent will have the right to renew the term of this Agreement for an additional twenty (20) years.

3. Management Plan and Annual Work Plan

A. Maintenance. The Authority will manage the Property in a manner that is consistent with the Management Plan and any Annual Work Plan which will in general terms include providing security to the Property, controlling exotic plant species, maintaining and improving the water quality and natural habitat, maintaining fire lines and managing authorized Recreational Uses on the Property ("Maintenance and Improvements"). However, in no event will the Authority be required to expend funds that are significantly in excess of or not reasonably expected amounts budgeted for such Maintenance and Improvements.

B. Approval of Management Plan. Within one (1) year of the Effective Date of this Agreement, the Authority will provide the District for review and approval a Management Plan that describes the overall essential site management that the Authority will implement during the term of this Agreement. The District's approval of the Management Plan will not be unreasonably withheld. The Management Plan will be written in accordance with the District's procedure, 61-3b, for Land Use and Management Planning.

C. Review Process for Management Plan.

i. Comment Period. The parties will engage in the following review process for the Management Plan.

1. Within ninety (90) days from the District's receipt of the Management Plan ("Comment Period"), the District will provide its comments and recommendations to the Authority ("Comments"). If the District provides Comments, the Authority will respond to the District within thirty (30) days from receipt of the Comments in the following manner:

- a. Prepare and provide the District with a revised Management Plan that incorporates the Comments; or
- b. Respond to the District as to why it is not feasible to revise the Management Plan to address the Comments; or
- c. Request the District grant additional time to complete the necessary research to respond to the Comments; or
- d. Meet with the District staff to resolve the issues presented in the Comments.

- ii. Approval Assumed. If the District fails to provide Comments within the Comment Period the Management Plan will be deemed accepted and the District will have no right to seek any revisions or changes thereto.
- iii. Consents and Cooperation. The District, as the underlying fee owner of the Property, hereby agrees to cooperate and assist the Authority in obtaining any permits, licenses, financial grants, consents, approvals or any other similar applications, requests or approvals that are reflected in, required by, or conform to any activities referenced or implied by the Management Plan.

D. Submission of Annual Work Plan and Annual Work Report.

- i. Annual Work Plan. In order to budget and implement the Management Plan, the Authority will provide to the District in February of each year, commencing the year following the Effective Date of this Agreement, a draft annual work plan ("Annual Work Plan"). The Annual Work Plan will provide a brief description of the scheduled management activities, maintenance and improvements that the Authority plans to provide on the Property beginning in the following fiscal year (October 1 – September 31) in order to implement the requirements of the Management Plan.
 - 1. Comment Period. The parties will engage in the following review process for the Annual Work Plan.
 - a. Within thirty (30) days from the District's receipt of the Annual Work Plan ("Comment Period"), the District will provide its comments and recommendations to the Authority ("Comments"). If the District provides Comments, the Authority will respond to the District within thirty (30) days from receipt of the Comments ("Comment Deadline") in the following manner:
 - i. Prepare and provide the District with a revised Annual Work Plan that incorporates the Comments; or
 - ii. Respond to the District as to why it is not feasible to revise the Annual Plan to address the Comments; or
 - iii. Request the District grant additional time to complete the necessary research to respond to the Comments; or
 - iv. Meet with the District staff to resolve the issues presented in the Comments.
 - 2. Approval Assumed. Should the District fail to provide Comments within the Comment Deadline the Annual Work

Plan will be deemed accepted and the District will have no right to seek any revisions or changes thereto.

- ii. Annual Work Report. On or about November 1st of each year, commencing the year following the Effective Date of this Agreement, the Authority will submit to the District a report describing the maintenance and improvements made to the Property during the prior twelve (12) month period.

E. Implementation of Management Plan and Annual Work Plan. The Authority may use Authority personnel, engage a third-party entity or request the services of District staff to comply with the provisions of Section 3(a). The District reserves the right to decline the Authority's request to engage the services of District staff. If District staff is engaged to perform work on the Property for and at the request of the Authority, the District will provide a written description of the expected work, schedule and cost. Upon acceptance of the proposal by the Authority and acceptable completion of the work the District will invoice the Authority. Invoices will include copies of any sub-contractor invoices within thirty (30) days of the end of the quarter. The Authority will reimburse the District within thirty (30) days of receiving an accurate invoice. All work to be performed on the Property by the District and associated costs at the request of the Authority must first be approved by the Authority in writing.

F. Inspection of Work Progress. Commencing in December of the year following the Effective Date of this Agreement, and each December or January thereafter during the term of this Agreement, the District and Authority together may inspect the Property to determine if activities and on-going maintenance are adequately and correctly implementing the work described in the Management Plan and the previous Annual Work Plan and Annual Work Report. The District may otherwise inspect the Property at any reasonable time upon prior notice to the Authority to determine conformance with the Annual Work Plan and Management Plan.

4. **Development, Operating and Maintenance of the Property and Facilities.**

A. Special Use. The Authority may authorize and coordinate the implementation of and terms for any Special Use of the Property upon notification to and subsequent written approval by the District. Such Special Use will not materially interfere with the District's rights as fee owner of the Property. The District may authorize and coordinate the implementation of and terms for any Special Use of the Property upon notification to the Authority. Notwithstanding the foregoing, the District will not implement or authorize implementation of a Special Use on the Property that is inconsistent with or which will or may materially interfere with the Authority's rights as set forth in the Easement. Further, regardless of the Authority's or District's implementation of a Special Use, the party which authorizes the Special Use will pay all costs and expenses related to such Special Use.

B. No Construction of Facilities Required. The District acknowledges that the Authority is not required to construct any Facilities on the Property. The Authority may construct new Facilities on the property upon written approval by the District.

C. Recreational Facilities. It is expressly understood that the Property may be used for Recreational Use. The Management Plan and Annual Work Plan will delineate the Authority's obligations to operate and maintain facilities supporting Recreational Uses.

D. Best Management Practices. The Authority will implement applicable Best Management Practices for all activities conducted under this Agreement in compliance with the Florida Administrative Code.

E. Water Resource Development. The District specifically understands and agrees that the Authority may use the Property for Water Resource Development, as that term is defined in the Easement. The Authority will incorporate their Water Resource Development plans in the Management Plan and Annual Work Plans

5. **Pasture B Restoration.** A portion of the Property is known as Pasture "B" and is legally described on Exhibit "B" (the "Pasture"). The Authority will commence restoration of the Pasture once Mitigation Area A & B reaches Success Criteria ("Restoration Commencement Date") as detailed in the Management Plan and Permit issued to the Authority by the Florida Department of Environmental Protection, Permit No. 14-0257291-002. Upon the Restoration Commencement Date, the restoration of the Pasture will also be included in the Annual Work Plan, until such time that the Pasture is restored.

6. **Mitigation Area.** The Authority is solely responsible for reaching Success Criteria of the aforementioned Mitigation Area A & B as detailed in the Permit issued by the Department of Environmental Protection, Permit No. 14-0257291-002.

7. **Existing Cattle Grazing/Haying Lease Agreement.**

A. The Lease. The parties recognize that there currently exists a Cattle Grazing/Haying Lease Agreement (the "Lease") for a portion of the Property; the Lease is incorporated herein and a copy of the Lease is attached hereto as Exhibit "C".

B. Assignment of the Lease. Within six (6) months of the Effective Date of this Agreement, the District will assign all its rights and responsibilities with regard to the Lease to the Authority. The assignment will be subject to approval from the District's Governing Board and Harrison Cattle, LLC (Lessee), the other party to the Lease.

C. Natural Resource Management. The District recognizes that the activities undertaken by the Lessee in accordance with the Lease accomplish primary management objectives with respect to the natural resources on the Property. To continue the benefit resulting from these management activities upon the expiration or termination of the Lease, the Authority may solicit offers to lease or contract for natural resource management of the Property. Cattle grazing activities may be a component of such lease or contract. Any resulting lease or contract must conform to the Land Use and Management Plan for the Property and any lease shall be approved in writing by the District's Land Resources Director. The process by which the Authority solicits and awards a new lease or contract for natural resource management must conform to District policies and procedures.

D. All activities on the Property associated with a cattle grazing operation will be conducted in accordance with all applicable rules and regulations. The Authority further agrees to require lessee or contractor, when practicable, to conduct all activities in accordance with the most recent Water Quality Best Management Practices (BMPs), established by the Florida Department of Agriculture and Consumer Services, Office of Agricultural Water Policy (OAWP). Prior to conducting activities on the Property, the Authority will require lessee or contractor to demonstrate intent to implement practicable BMPs by signing the following forms and submitting them to the OAWP:

- Water Quality/Quantity Best Management Practices Manual Registration Form incorporated herein and attached hereto as Exhibit "C-1" -
- Notice of Intent to Implement Water Quality BMPs for Florida Cow/Calf Operations incorporated herein and attached hereto as Exhibit "C-2"

E. Revenue from Lease or Contract. Subsequent to assignment of the Lease as described in paragraph 7B above, the Authority may collect revenue from a lessee or contractor in exchange for use of the Property for cattle grazing activities. Any such revenue collected by the Authority will be used by it for the sole purpose of reimbursing the Authority for actual and budgeted expenses incurred or to be incurred in the management, operation, maintenance and security of the Property or the improvements thereon. If revenue collected from a lessee or contractor as described in this paragraph exceeds actual and budgeted expenses incurred in the management, operation, maintenance and security of the Property or the improvements thereon, such excess revenue will be paid to the District. Nothing in this Agreement will prohibit the Authority from seeking funding from federal or state agencies through grants or other sources to assist with its management responsibilities. The Authority, upon request, will permit the District to examine all records and documents related to revenues gained and expenses incurred in the performance of this Agreement.

8. Agreement for Use of Airfield

A. Model Airplane License. The parties recognize that the District has entered into a Non-Exclusive License Agreement ("Model Airplane License") with Charlotte Sport Modelers Society, Inc., a Florida non-profit corporation (the "Club") to allow the Club to use a portion of the Property to fly model airplanes, a copy of which is attached hereto as Exhibit D.

B. Management of Model Airplane License. The District hereby authorizes the Authority to act on behalf of the District with respect to the Model Airplane License in that the Authority will have all rights and obligations of the District as set forth in said Airplane License. However, the Authority will not have the right to terminate the Model Airplane License as set forth therein without the consent of the District, which consent will not be unreasonably withheld, conditioned or delayed.

C. Amendments to Model Airplane License. Any amendments or modifications to the Model Airplane License must be approved in writing by the Authority.

D. Access License. The Authority has entered into a separate license agreement with the Club and Lessee of the Cattle Lease for use of a road owned by the Authority in order for the

Club to access the Airfield and Lessee to access the Leased Property ("Access License"). A copy of each Access License is attached hereto as Exhibit E.

9. **Discrimination.** The Authority will not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicaps, or marital status with respect to any activity occurring or conducted on the Property.

10. **Unauthorized Uses.** The Authority will through its agents and employees, use its reasonable efforts to prevent the unauthorized use of the Property or any use thereof not in conformance with this Agreement.

11. **Alcohol.** The possession, consumption, or other use of any alcoholic beverage, intoxicant and unlawful drug or substance by anyone within or on the Property is specifically prohibited.

12. **Firearms.** The possession of any weapons or firearms on the Property is prohibited unless in accordance with Section 790.06, Florida Statutes. Possession of firearms may be authorized for law enforcement officials, security personnel or any other authorized personnel or in connection with an authorized hunt.

13. **Hunting.** Hunting and trapping of wildlife on the Property is prohibited unless it is necessary in connection with exotics and nuisance control or as an authorized hunt. All hunts must be approved by the District and the Authority.

14. **Assignment.** Neither party may assign any of its rights under this Agreement voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner without the prior written consent of the other party. In the event of any purported assignment of rights in violation of this section, the parties agree that this Agreement shall terminate and is void.

15. **Archaeological and Historical Sites.** Execution of this Agreement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on the Property is prohibited unless prior authorization has been obtained from the Division of Historical Resources of the Department of State. The Authority will make all reasonable efforts to insure that adequate measures have been planned to locate, identify and protect and preserve the archaeological and historical sites and properties on the Property.

16. **Taxes and Assessments.** If any ad valorem taxes, intangible property taxes, personal property taxes, or other taxes or assessments of any kind are assessed or levied lawfully on the Property or the Facilities based on the Authority's use thereof during the term of this Agreement the Authority will pay said taxes within thirty (30) days after receiving written notice thereof from the District. In the event the Authority fails to pay all the taxes assessed or levied on the Property or the Facilities within thirty (30) days after receiving written notice thereof from the District, the District may, at its sole option, pay said taxes subject to immediate reimbursement thereof in full together with any interest thereon at the maximum rate allowed by law and any administrative costs thereof incurred by the District, including reasonable attorneys fees. Failure of the Authority to pay said taxes will constitute a material breach of this Agreement.

17. Fees, Revenue and Records.

A. User Fees. The Authority may charge an entrance or user fee to the visitors and users of the Property and Facilities after receiving prior written approval from the District. Any such fees charged by the Authority will be used for the sole purpose of reimbursing the Authority for actual and budgeted expenses incurred or to be incurred in the operation, maintenance and security of the Property and Facilities.

B. Other Revenues. The Authority may explore revenue-producing initiatives that are compatible with the purposes for which the Property was acquired and compatible with Florida Forever statutory directives after obtaining written approval from the District. Any revenue that is generated by the Authority under these initiatives will be applied to management and operation costs of the Property and the Facilities.

C. Records. The Authority will, upon request, permit the District to examine or audit all records, books, documents and papers relating to the Property or this Agreement. The Authority will maintain the records, books, documents and papers relating to the Property or this Agreement as set forth in Chapter 119 Florida Statutes (Public Records Act (the "Act")). All documents, letters and materials relating to the Property or this Agreement are public records open to inspection by the public and cannot be held confidential unless such record or material is statutorily exempt from the Act.

18. Default, Cure and Remedies.

A. Default. The District may terminate this Agreement as set forth below upon the following events of default ("Events of Default"):

1. The Authority fails to submit a Management Plan or Annual Work Plan in accordance with the terms of this Agreement, or
2. The Authority intentionally destroys or degrades the natural systems, or rare or endangered habitats that are targeted for preservation, except as provided in any Management Plan or Annual Work Plan, or
3. The Authority intentionally violates any Federal, State, or local laws, rules, regulations, or ordinances relating to the Property, or
4. The Authority causes the Property to be contaminated with Hazardous Wastes or other pollutants; or
5. The Authority fails to comply with the other terms of this Agreement.

B. Curative Period. In the Event of a Default, the District will notify the Authority in writing as to the nature of the default ("Notice of Default"). The Authority will have sixty (60) days from the date of receipt of the Notice of Default to cure said default ("Curative Period") or, if the default cannot be cured within the Curative Period, commence a cure of the default and diligently pursue same until completion.

19. **No Regulatory Authority Granted.** This Agreement will not be construed to grant any permits or regulatory authority as to any uses or activity upon the Property.

20. **License Agreement.** This Agreement will supersede any license agreement between the District and Authority relating to RV Griffin Reserve, including that License Agreement dated January 28, 1992 as amended on August 25, 1999 pursuant to a First Amendment to the License Agreement recorded in O.R. Book 443, Page 1154 of the Public Records of DeSoto County, Florida and the parties will record a termination of the License Agreement in the form attached hereto as Exhibit F.

21. **Liability.** Nothing in the Agreement is intended or is to be construed as a waiver of either party's sovereign immunity or an expansion of liability beyond the limits established as provided under Section 768.28, Florida Statutes, or as otherwise provided by law.

22. **Recording.** This Agreement may not be recorded.

23. **Notices.** Any and all notices, requests or other communications hereunder will be deemed to have been duly given if in writing and if transmitted by hand delivery with receipt therefore, or by registered mail posted prior to the expiration date for such notice, return receipt requested and first class postage prepaid as follows:

To the Authority: Peace River Manasota Regional Water Supply Authority
6311 Atrium Drive, Suite 100
Bradenton, Florida 34202

To the District: Southwest Florida Water Management District
Land Resources Department
2379 Broad Street
Brooksville, Florida 34604-6899

24. **Governing Law.** This Agreement will be construed and enforced in accordance with the Laws of the State of Florida.

25. **Effective Date of Agreement.** This Agreement will be effective upon the date of execution of both the Authority Board of Directors and the Southwest Florida Water Management District whichever is the later.

26. **Binding Effect.** This Agreement will be binding upon and inure to the benefit of the parties hereto, and their representatives, successors, and assigns.

27. **Amendments.** This Agreement may be amended in writing by mutual consent of the District and the Authority.

SIGNATURES BEGIN ON THE FOLLOWING PAGE

RV Griffin Reserve
SWF Parcel no. 20-223-131X

**SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

ATTEST:

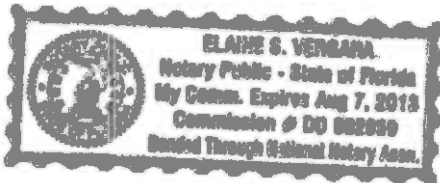
Witness: Chuck Lane
CHUCK LANE - Sr. Land Use Spec
Print Name/Title

By: Eric Sutton
Eric Sutton, Director
Land Resources Department

ACKNOWLEDGEMENT

**STATE OF FLORIDA
COUNTY OF HERNANDO**

The foregoing instrument was acknowledged before me this 26th day of May 2010, by Eric Sutton and Chuck Lane, Director and Senior Land Use Specialist, respectively, of the Land Resources Department of the Southwest Florida Water Management District, who executed and acknowledged that they executed the foregoing instrument for the purposes stated therein. They are personally known to me.



Elaine Vergara
Name of Notary

(Name of Notary printed or stamped)

Commission No. _____

My Commission Expires 8/7/2013

PEACE RIVER/MANASOTA
REGIONAL WATER SUPPLY
AUTHORITY

ATTEST:

By: *Mike J. Cortes*
Its: WATER Resources Director

By: *Edward Yates*
Its: Executive Director

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF ~~DESOTO~~
MANASOTA

The foregoing instrument was acknowledged before me this 9 day of June 2010, by Patrick J. Lehman, Mike J. Cortes of Peace River/Manasota Regional Water Supply Authority, who executed and acknowledged that they executed the foregoing instrument for the purposes stated therein. They are personally known to me.

Edward Yates
Name of Notary


(Name of Notary and Office of Notary Public)

Commission No. _____

My Commission Expires 3/17/12

APPROVED BY:	INITIALS	DATE
ATTORNEY	<i>WJ</i>	5/12/10
MANAGER	<i>PL</i>	5-12-10
DIRECTOR	<i>EL</i>	12 May 10
DEPUTY EXEC DIR	<i>W</i>	5-11-10

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 4, 2017

REGULAR AGENDA
ITEM 3

Legislative Priorities for 2018

Presenter -

Diane Salz, Legislative Consultant

Recommended Action -

Motion to adopt Legislative Priorities for 2018.

Diane Salz, legislative consultant to the Authority, will present draft legislative priorities for the upcoming 2018 legislative session for Board consideration. These legislative priorities will be presented to each of the Authority members' respective County Delegation meetings

Attachments:

Legislative Priorities for 2018 [Draft].

**Peace River Manasota Regional Water Supply Authority
Legislative Priorities 2018**

Issue	Legislative/ Regulatory	Activity
STATE		
State Water Infrastructure Funding <ul style="list-style-type: none"> • Support funding request for \$1M for ‘Partially Treated Water Aquifer Storage & Recovery (ASR) Project’ • Support funding of state trust funds established in existing statutes. <ul style="list-style-type: none"> ○ Water Protection and Sustainability Program; and ○ West-Central Florida Water Restoration Action Plan • Support the allocation of state funds for water infrastructure without creating additional bureaucracy by establishing a state water board or council. 	Legislative	Submit project for State funding Monitor and participate in legislative process
Support revision of Chapter 2017-10, L.O.F. ‘Everglades Agricultural Area Reservoir Project’ to define ‘Water Storage Facility’ to include Aquifer Storage and Recovery System	Legislative	Participate in legislative process
Monitor implementation of recent legislation and rules <ul style="list-style-type: none"> • ‘Florida Springs Act’; and • ‘Implementation of the Water and Land Conservation Constitutional Amendment’; and • ‘Classification of Surface Waters, Usage, Reclassification, Classified Waters’. 	Legislative and Regulatory	Monitor and participate in implementation process
Support 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.	Legislative	Support Senate confirmations
FEDERAL		
Support the continuation of tax-exempt financing and preserve the ability of water systems to use tax-exempt bonds.	Legislative	Monitor
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
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
Monitor rulemaking of the Clean Water Rule: Definition of ‘Waters of the United States’.	U.S. EPA	Monitor

STATE ISSUES

'Through Cooperation and collaboration the Authority and its members shall create, maintain and expand a sustainable, interconnected regional water supply system.'

State Water Infrastructure Funding

- 'Partially Treated Water Aquifer Storage and Recovery (ASR) Project

The Authority has successfully received \$6M in state water project funds over recent budget cycles for regional projects. The Authority will submit a \$1M state funding request to the Legislature for the 'Partially Treated ASR Project' that will serve as a statewide model to advance water storage options in Florida.

- Funding of Trust Funds

State statute currently establishes trust funds through the Water Protection and Sustainability Program (sections 403.890 and 403.891, F.S.) and West-Central Florida Water Restoration Action Plan (sections 373.0363, F.S.) that provide allocation of state funding through the water management districts. The Authority received funding through these trust funds in the past and supports funding for these trust funds in the state budget.

- State Water Funding Policy

The Authority supports the allocation of state funds for water infrastructure without creating additional bureaucracy by establishing a state water board or council.

Revision of Chapter 2017-10, L.O.F. 'Everglades Agricultural Area Reservoir'

Chapter 2017-10, L.O.F. enacted by the last legislative session recognizes that establishing infrastructure financing and providing technical assistance for water storage facilities are necessary to conserve and protect the water of the state and provides for the Florida Department of Environmental Protection (DEP) to provide funding assistance to local governments or water supply entities for the development and construction of water storage facilities.

The law currently defines 'Water Storage Facility' to be limited to reservoirs. Aquifer Storage and Recovery (ASR) systems also provide a significant water storage option and revision to the definition to include ASR would be beneficial. Revision to Section 373.475(2)(b), Florida Statutes is proposed as follows:

“Water storage facility” or “facility” means all facilities, including land, necessary for an above-ground or in-ground reservoir and aquifer storage and recovery system. Such facilities may be publicly owned, privately owned, investor-owned, or cooperatively held.

Recent Legislation and Rules

Chapter 2016-1, L.O.F., ‘Florida Springs Act’ creates the Florida Springs and Aquifer Protection Act to provide for the protection and restoration of outstanding Florida Springs, codifies the Central Florida Initiative, and updates and restructures the Northern Everglades and Estuaries Protection Program in addition to other issues.

Chapter 2016-201, L.O.F., ‘Implementation of the Water and Land Conservation Constitutional Amendment’ provides for the distribution of funds deposited into the Land Acquisition Trust Fund.

Chapter 62-302, F.A.C., ‘Classification of Surface Waters, Usage, Reclassification, Classified Waters’ adopted by the DEP revised Chapter 62-302, F.A.C., ‘Surface Water Quality Standards’ in 2016, which established revised water quality criteria and a new surface water classification. These revisions have been challenged and are proceeding through the chapter 120, F.S., administrative hearing process.

Acquisition of Orange Hammock Ranch

The Orange Hammock Ranch (OHR) property is 5,774± acres located in southeast Sarasota County east of I-75 within the City of North Port. 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 OHR offers benefits to both regional and local drinking water supply, protects existing water supply infrastructure and operations, and facilitates 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 OHR will 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

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 Bryan Beswick (representing DeSoto, Hardee and Highlands Counties), John Henslick (representing Manatee County), Joel Schleicher (representing Sarasota and Charlotte Counties), Rebecca Smith [representing], James Murphy, Mark Taylor, and Michelle Williamson.

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 efforts 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 U.S. Environmental Protection Agency (EPA) should continue to be the lead federal agency for security regulations at drinking water and wastewater facilities. Having more than one federal agency with oversight of water security could not only be inefficient, but would also impair the ability of drinking water systems to properly and efficiently treat their water supplies. It also could result in making simultaneous compliance with multiple standards or guidelines that will be difficult or even impossible to satisfy. 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 EPA, the National Oceanic and Atmospheric Administration, 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 EPA and the U.S. Army Corps of Engineers (Corps) published final rule defining the scope of waters protected under the Clean Water Act in 2015. In March of this year, the EPA, Department of Army and Corps issued intention to review and rescind or revise the Clean Water Rule and re-codify the regulatory text that existed prior to 2015 defining 'waters of the United States' (Federal Register; March 6, 2017). Authority staff will monitor the rulemaking and potential impact to the Authority.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 4, 2017***

EXECUTIVE DIRECTOR'S REPORT

Presenter -

Patrick Lehman, Executive Director

Recommended Action -

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

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 4, 2017

GENERAL COUNSEL'S REPORT

Presenter -

Douglas Manson, General Counsel

Recommended Action -

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

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 4, 2017***

**ROUTINE STATUS REPORTS
ITEM 1**

Hydrologic Conditions Report

MEMORANDUM

Project: Hydrologic Conditions Report

Date: October 4, 2017

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 September 2017, and the preceding 12-month period.

Rainfall Conditions & Projections

Rainfall in the Peace River Basin for the past 12-months is remarkably, (considering the events in the past few weeks) still about 4.1 inches below-normal. This data covers the 12-months through September 18th (see Table 1). Rainfall for the month of September 2017 totaled about 11.4 inches while the historical average rainfall for the full month of September is about 7.31 inches.

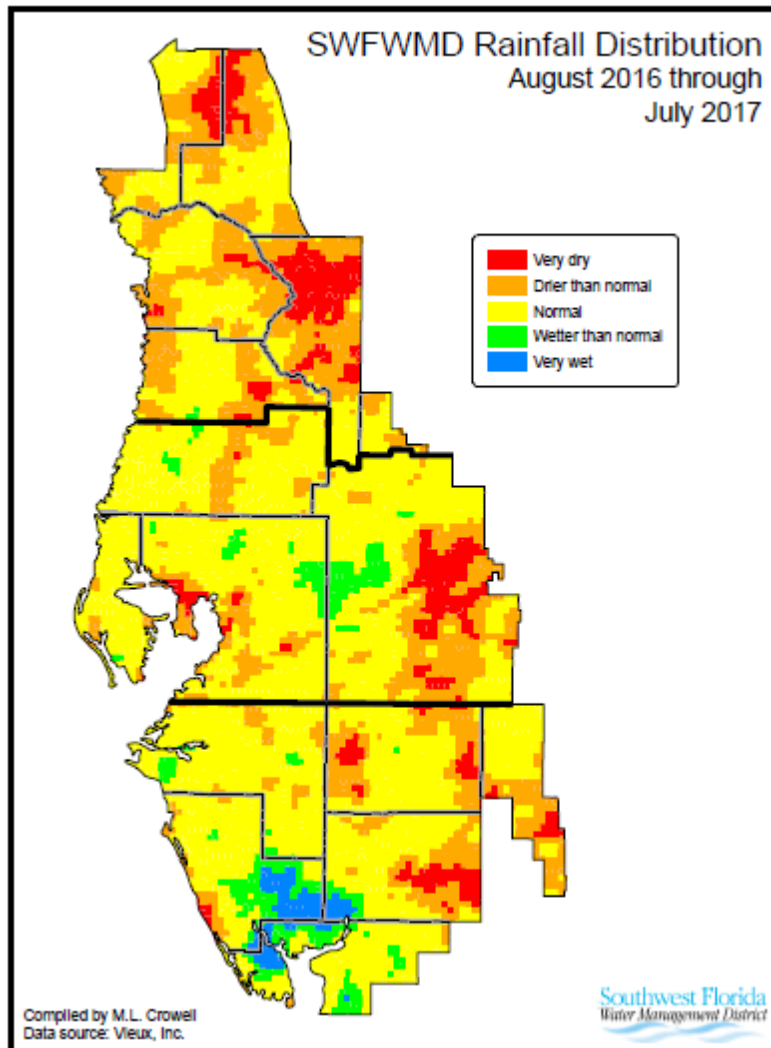
Region-wide rainfall conditions reported by SWFWMD for the 12-month period ending July, 2017 are shown in Figure 1 (this is most up-to-date map available). Conditions shown on Figure 1 indicate normal to wetter than normal conditions in the four-county service area.

Projections for the next three months (October - December) from NOAA are for above-normal temperatures and below-normal rainfall for southwest Florida. The NOAA extended forecast shows that ENSO conditions are currently neutral (neither El Nino nor La Nina condition) however, models predict an increasing probability for development of La Nina conditions through fall and winter 2017 / 2018. Typically La Nina conditions bring cooler and drier winter conditions to Florida.

Table 1 (Peace River Basin Rainfall - Inches)

Item	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Long-Term Avg.	3.20	1.73	1.87	2.14	2.56	2.96	2.56	3.89	8.31	8.09	7.61	7.31	52.2
Actual Past 12 Months	2.31	0.08	1.21	1.49	1.02	1.36	0.39	2.46	12.4	6.1	7.92	11.4	48.1
Difference	-0.88	-1.69	-0.65	-0.65	-1.54	-1.60	-2.17	-1.43	4.09	-1.99	0.31	4.09	-4.1

Figure 1 (SWFWMD Rainfall Conditions Map)



River Flow Conditions

The locations of two U.S. Geological Survey gages, one in the upper portion of the basin and one in the lower portion are shown in Figure 2, and flow conditions at these gages are discussed below:

September 2017 flow in the “Peace River at Fort Meade” (upper part of the watershed) was at or above flood stage due to rainfall from Hurricane Irma throughout the basin (see Figure 3). The “Peace River at Arcadia” gage (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. Flow at the “Peace River at Arcadia” gage (lower

part of the watershed) was also at or above flood stage as a result of Hurrican Irma Rainfall (see Figure 4).

Figure 2 (Peace River Basin showing selected gage locations and Location of PRF)

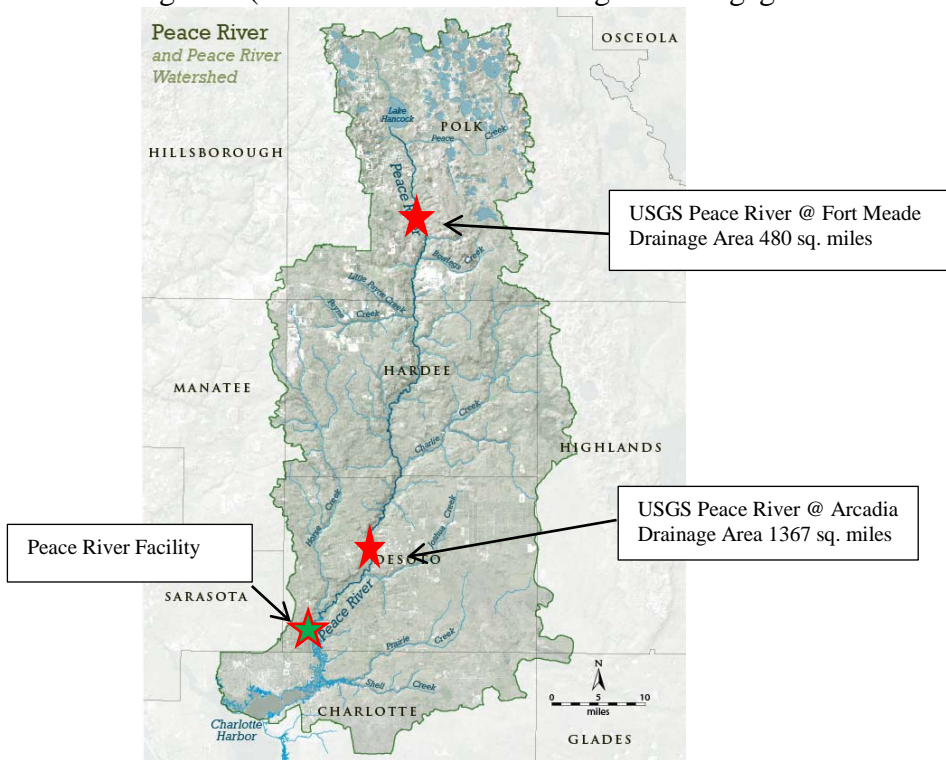


Figure 3 (Peace River Flow @ Fort Meade)

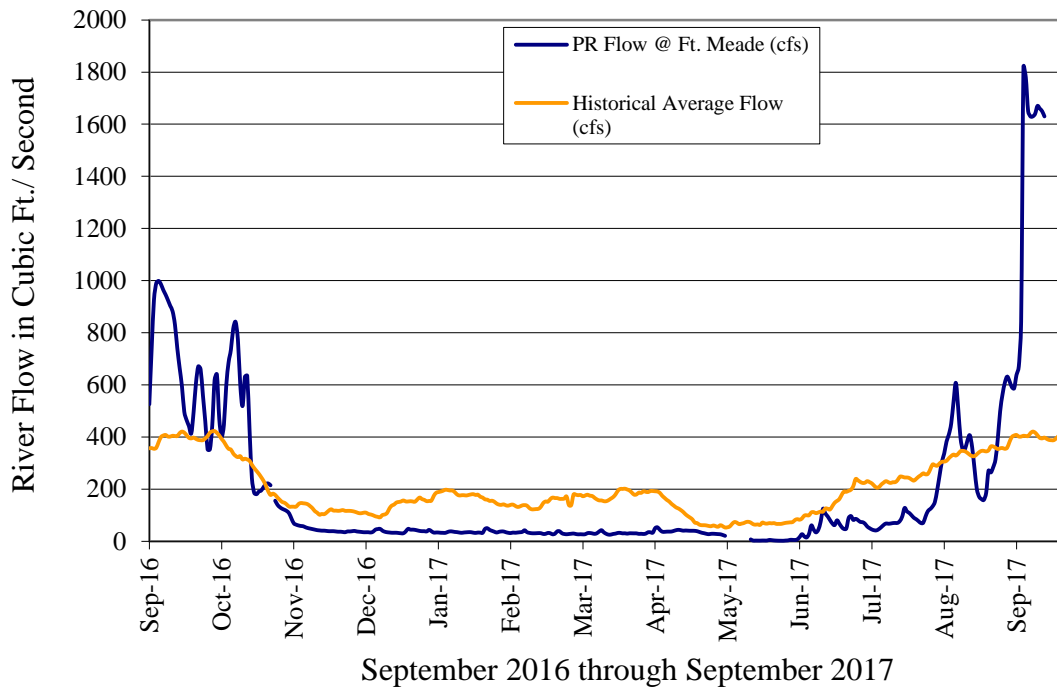
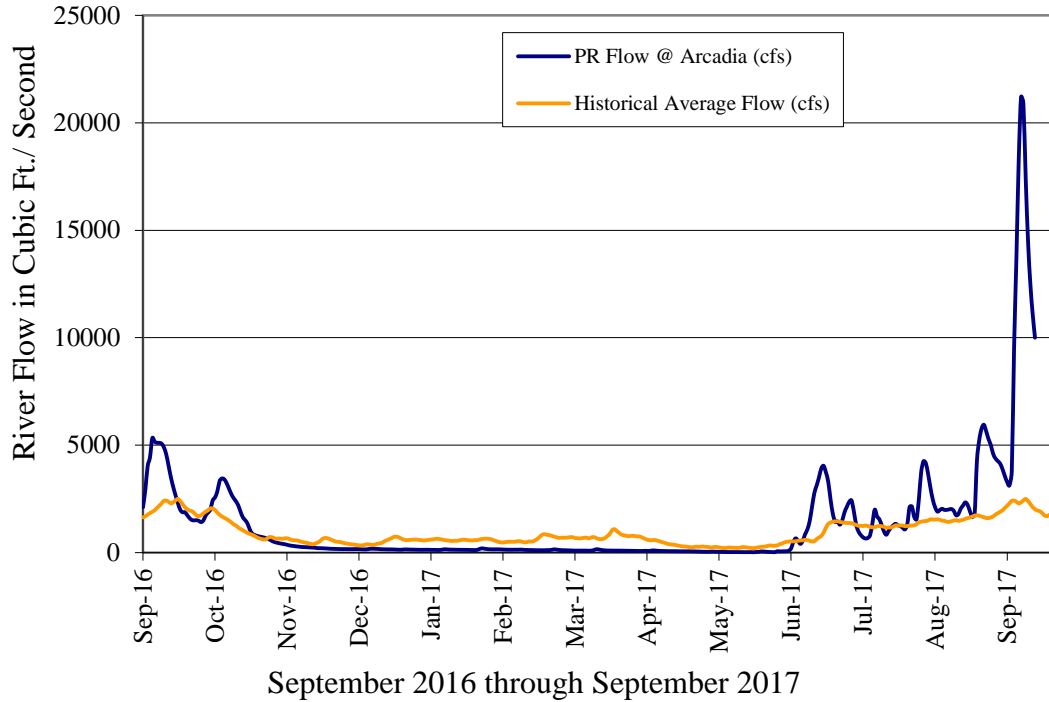


Figure 4 (Peace River Flow @ Arcadia)



River Withdrawals, Finished Water Production & Demand

Water withdrawals from the river were reduced as raw water storage was filled in August. On September 5th the Authority ceased pumping from the river in preparation for Hurricane Irma. Pumping from the river will resume once flood flows and all the associated debris abate.

Figure 5 (Withdrawals from Peace River)

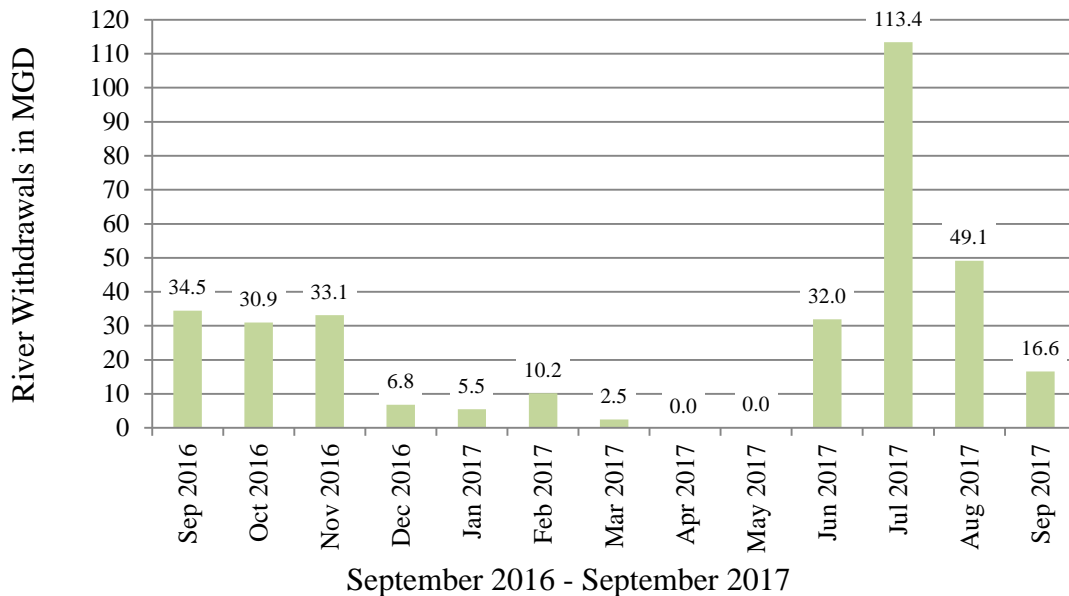
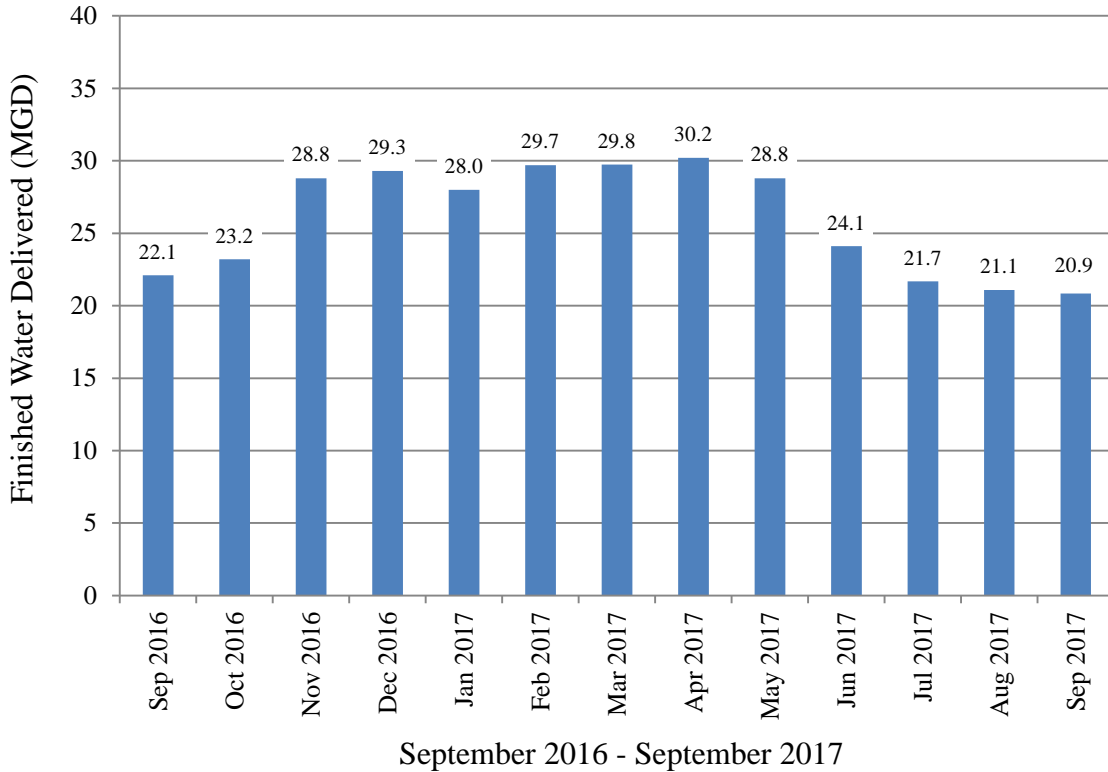


Figure 6 shows monthly finished water deliveries to Customers for the 12-month period ending mid-September 2017. Finished water deliveries to Customers during September were about 21 MGD. Seasonal water delivery (exchange) from the City of Punta Gorda to the Regional System is ongoing.

Figure 6 (Peace River Facility Deliveries to Customers)



Stored Supplies at the PRF

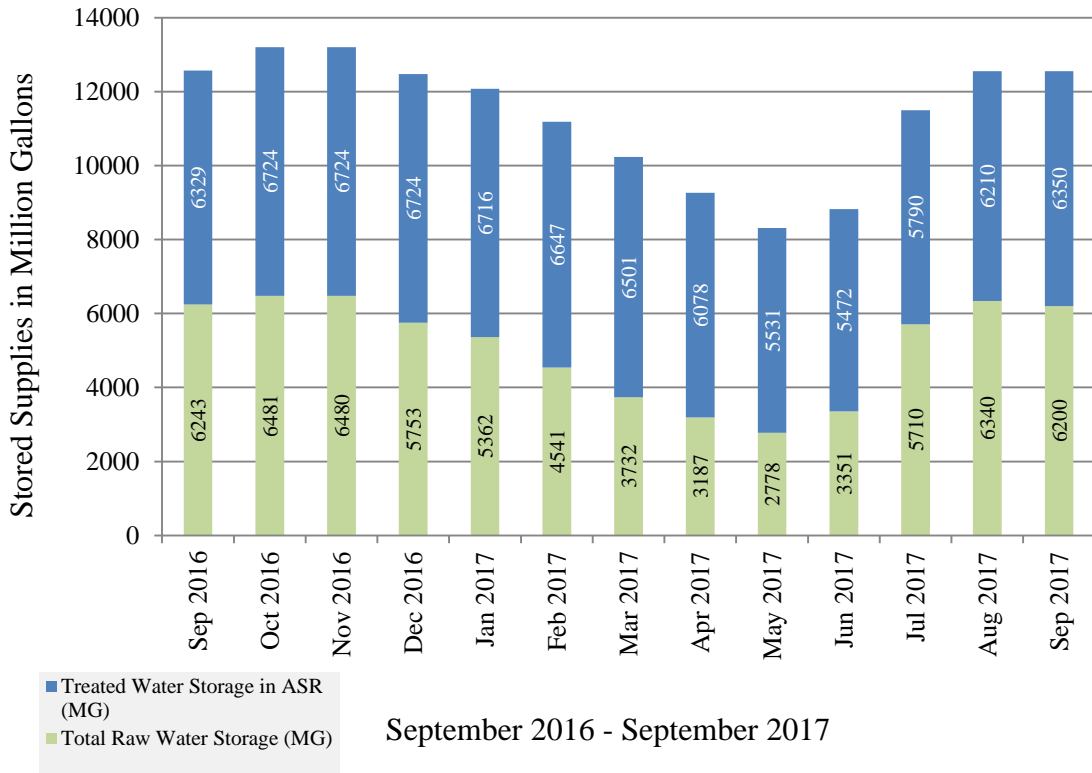
The Authority maintains two large capacity off-stream storage systems at the PRF. The primary storage is raw river water stored in Reservoir No. 1 and No. 2. When flow in the River is high enough, a small percentage of that flow is harvested at the Authority’s pumping facility on the Peace River and 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, for example, the maximum raw water storage capacity in December and January is 6.9 BG. **Raw water stored as of mid-September 2017 totaled about 6.2 BG.**

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 fully treated to drinking water standards 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. Pumping from ASR in FY 2017 was initiated on January 12, 2017 and ended on June 15, 2017. A total of 1.32 BG was pulled from the system. Water recovered from ASR is discharged to the surface reservoir system and undergoes full treatment again with the rest of the raw-water stream before delivery to Authority Customers. **Treated water stored in ASR as of mid-September 2017 totaled 6.35 BG.** ASR Recharge has been ongoing since June 19th.

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 mid September 2017 was about 12.55 BG.** This is about the same volume as was in storage in mid September 2016.

Figure 8 (Stored Water Supplies)



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 4, 2017***

**ROUTINE STATUS REPORTS
ITEM 2**

Check Registers for July and August 2017

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: JULY & AUGUST 2017

Bank Code: PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
07/06/2017		QuickBooks Payroll Service	\$ 71,879.64
07/07/2017	ADBT7717	United States Treasury	\$ 25,855.08
07/07/2017	ADBT77/17	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 993.06
07/07/2017	ADBT77/18	Valic	\$ 6,974.87
07/07/2017	ADBT7/5/17	United States Treasury	\$ 3,775.71
07/13/2017	36724	Advanced Overhead Systems	\$ 1,595.00
07/13/2017	36725	ALL FLORIDA WATER-TAMPA	\$ 211.58
07/13/2017	36726	ANIXTER INC.	\$ 3,598.00
07/13/2017	36727	ASWATHY WARRIER	\$ 800.00
07/13/2017	36728	AWWA	\$ 224.00
07/13/2017	36729	BILL'S BOTTLED WATER SERVICE	\$ 16.50
07/13/2017	36730	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 78,498.62
07/13/2017	36731	CHARLOTTE COUNTY UTILITIES	\$ 164,694.84
07/13/2017	36732	CHENANGO SUPPLY CO., INC.	\$ 50.11
07/13/2017	36733	CINTAS FIRE 636525	\$ 450.00
07/13/2017	36734	CRUMPTON WELDING SUPPLY	\$ 30.48
07/13/2017	36735	DELL MARKETING L.P.	\$ 8,633.25
07/13/2017	36736	DESOTO COUNTY	\$ 66,333.33
07/13/2017	36737	DMS-FINANCIAL MGMT SERVICES	\$ 230.68
07/13/2017	36738	GRAINGER	\$ 219.88
07/13/2017	36739	HAZEN AND SAWYER	\$ 1,840.10
07/13/2017	36740	HOME DEPOT	\$ 297.69
07/13/2017	36741	HVMI, LLC	\$ 17,314.10
07/13/2017	36742	HYDRA SERVICES	\$ 2,179.94
07/13/2017	36743	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 495.00
07/13/2017	36744	JAN-PRO OF MANASOTA	\$ 249.00
07/13/2017	36745	JET AUTO SERVICE	\$ 182.90
07/13/2017	36746	KINGSWAY ACE HARDWARE	\$ 342.79
07/13/2017	36747	M&M CONTRACTORS INC.	\$ 2,794.72
07/13/2017	36748	MSC INDUSTRIAL SUPPLY CO.	\$ 1,229.39
07/13/2017	36749	PRO-CHEM INC.	\$ 637.58
07/13/2017	36750	RANCH PROPERTY HOLDINGS LLC	\$ 12,448.29
07/13/2017	36751	SAM'S CLUB	\$ 97.99
07/13/2017	36752	SPECIALTY PARTS	\$ 101.86
07/13/2017	36753	STRATEGIC PEST CONTROL OF SW FL,LLC	\$ 290.00
07/13/2017	36754	SHIPPING POST	\$ 26.04
07/13/2017	36755	TRANSCAT, INC.	\$ 773.99
07/13/2017	36756	UNIVAR USA INC	\$ 22,725.93
07/13/2017	36757	UPS	\$ 45.54
07/13/2017	36758	WOMACK SANITATION INC.	\$ 298.00
07/20/2017		QuickBooks Payroll Service	\$ 77,052.37
07/21/2017	ACH1	AIR CENTERS-FLORIDA	\$ 4,822.25
07/21/2017	ACH2	AIRGAS SPECIALTY PRODUCTS	\$ 3,048.20
07/21/2017	ACH3	AIRGAS USA, LLC	\$ 34.30
07/21/2017	ACH4	ALLIED ELECTRONICS, INC.	\$ 805.16
07/21/2017	ACH5	ALLIED UNIVERSAL CORP.	\$ 7,092.54
07/21/2017	ACH6	BENCHMARK ENVIROANALYTICAL INC	\$ 2,041.70
07/21/2017	ACH7	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 319.25
07/21/2017	ACH8	C & S CHEMICALS INC.	\$ 38,164.29
07/21/2017	ACH9	DIANE R. SALZ	\$ 3,750.00
07/21/2017	ACH10	E.F. GAINES SURVEYING SERVICES, INC	\$ 6,200.00
07/21/2017	ACH11	EARTH BALANCE	\$ 12,149.40
07/21/2017	ACH12	Entech	\$ 10,879.00
07/21/2017	ACH13	FEDERAL EXPRESS	\$ 28.82
07/21/2017	ACH14	FRONTIER COMMUNICATIONS	\$ 216.98
07/21/2017	ACH15	GE Grid Solutions LLC	\$ 741.13

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: JULY & AUGUST 2017

Bank Code: PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
07/21/2017	ACH16	Jacobi Carbons Inc	\$ 32,401.20
07/21/2017	ACH17	JANICKI ENVIRONMENTAL, INC.	\$ 27,111.00
07/21/2017	ACH18	KEETON'S OFFICE & ART SUPPLY	\$ 768.63
07/21/2017	ACH19	MCMASTER-CARR SUPPLY CO	\$ 313.86
07/21/2017	ACH20	Natural Resources LLC	\$ 92,430.81
07/21/2017	ACH21	PAGE MECHANICAL GROUP, INC.	\$ 2,077.82
07/21/2017	ACH22	TOTALFUNDS BY HASLER	\$ 200.00
07/21/2017	ACH23	TRINOVA INC.	\$ 2,565.86
07/21/2017	ACH24	VOYAGER FLEET SYSTEMS, INC.	\$ 2,261.57
07/21/2017	DBT072117	United States Treasury	\$ 28,359.72
07/21/2017	DBT72117	Valic	\$ 7,118.92
07/21/2017	Dbt72117	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 993.06
07/31/2017	Dbt8417	FLORIDA DIVISION OF RETIREMENT	\$ 26,302.96
08/01/2017	36760	ANIXTER INC.	\$ 3,128.38
08/01/2017	36761	ARGILA ENTERPRISES, INC.	\$ 2,700.00
08/01/2017	36762	ASWATHY WARRIER	\$ 1,400.00
08/01/2017	36763	AWWA	\$ 224.00
08/01/2017	36764	BUSINESS CARD	\$ 5,597.08
08/01/2017	36765	CENTURYLINK	\$ 1,877.53
08/01/2017	36766	Certain Water Service, Inc	\$ 316.00
08/01/2017	36767	CHARLOTTE COUNTY BCC - LANDFILL	\$ 4,040.25
08/01/2017	36768	Complete Access	\$ 165.00
08/01/2017	36769	CROM ENGINEERING & CONSTRUCTION SVC	\$ 53,680.00
08/01/2017	36770	D. M. CONSTRUCTION CORP.	\$ 10,033.29
08/01/2017	36771	DESOTO COUNTY WATER UTILITY	\$ 2,047.05
08/01/2017	36772	DEX IMAGING	\$ 8.00
08/01/2017	36773	Discount Telecom	\$ 90.00
08/01/2017	36774	DMS-FINANCIAL MGMT SERVICES	\$ 272.17
08/01/2017	36775	ERPORTAL SOFTWARE, INC.	\$ 2,250.00
08/01/2017	36776	Fisher Scientific	\$ 221.98
08/01/2017	36777	FLORIDA POWER & LIGHT COMPANY	\$ 134,445.04
08/01/2017	36778	FLUID CONTROL SPECIALTIES, INC.	\$ 820.86
08/01/2017	36779	FW&PCOA	\$ 80.00
08/01/2017	36780	GRAYBAR	\$ 1,993.53
08/01/2017	36781	Hach Company	\$ 806.43
08/01/2017	36782	HAZEN AND SAWYER	\$ 8,538.50
08/01/2017	36783	HOME DEPOT	\$ 50.49
08/01/2017	36784	J. H. HAM ENGINEERING INC.	\$ 28,423.18
08/01/2017	36785	JET AUTO SERVICE	\$ 241.70
08/01/2017	36786	JOHNSON ENGINEERING, INC.	\$ 16,015.43
08/01/2017	36787	KEVIN MORRIS	\$ 4,100.00
08/01/2017	36788	KINGSWAY ACE HARDWARE	\$ 58.05
08/01/2017	36789	MANATEE COUNTY SHERIFF	\$ 25.00
08/01/2017	36790	MSC INDUSTRIAL SUPPLY CO.	\$ 294.31
08/01/2017	36791	ROGERS PETROLEUM, INC.	\$ 5,627.29
08/01/2017	36792	SARASOTA HERALD TRIBUNE	\$ 107.25
08/01/2017	36793	SARASOTA TROPHY & AWARDS INC.	\$ 35.50
08/01/2017	36794	SENSIDYNE, LP	\$ 495.00
08/01/2017	36795	THE SUN	\$ 57.20
08/01/2017	36796	THERMO ELECTRON NORTH AMERICA LLC	\$ 975.00
08/01/2017	36797	U.S. BANK EQUIPMENT FINANCE	\$ 1,193.00
08/01/2017	36798	UNITED STATES GEOLOGICAL SURVEY	\$ 7,025.00
08/01/2017	36799	UNIVAR USA INC	\$ 22,838.82
08/01/2017	36800	UPS	\$ 32.31
08/01/2017	36801	VANASSE HANGEN BRUSTLIN, INC	\$ 13,579.04
08/03/2017		QuickBooks Payroll Service	\$ 73,034.87

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: JULY & AUGUST 2017**

Bank Code:		PUBLIC FUNDS INTEREST CHECKING (PNC)	
Date	Document Number	Payee Name / Description	Amount
08/04/2017	ACH25	ALLIED UNIVERSAL CORP.	\$ 16,989.25
08/04/2017	ACH26	BENCHMARK ENVIROANALYTICAL INC	\$ 9,790.25
08/04/2017	ACH27	BLACK & VEATCH	\$ 5,971.20
08/04/2017	ACH28	C & S CHEMICALS INC.	\$ 50,055.96
08/04/2017	ACH29	CORONADO LAWN SERVICE OF FL	\$ 4,880.00
08/04/2017	ACH30	DILLER-BROWN & ASSOC. INC.	\$ 1,460.00
08/04/2017	ACH31	EARTH BALANCE	\$ 895.00
08/04/2017	ACH32	FEDERAL EXPRESS	\$ 43.95
08/04/2017	ACH33	GE Grid Solutions LLC	\$ 40.00
08/04/2017	ACH34	HDR ENGINEERING INC.	\$ 3,339.70
08/04/2017	ACH35	Jacobi Carbons Inc	\$ 31,415.40
08/04/2017	ACH36	KEETON'S OFFICE & ART SUPPLY	\$ 1,049.53
08/04/2017	ACH37	KIMLEY-HORN AND ASSOCIATES, INC.	\$ 5,000.00
08/04/2017	ACH38	KING ENGINEERING ASSOCIATES INC	\$ 600.00
08/04/2017	ACH39	MANSON BOLVES DONALDSON VARN, P.A.	\$ 6,514.50
08/04/2017	ACH40	Natural Resources LLC	\$ 17,000.00
08/04/2017	ACH41	PROGRESSIVE WATER RESOURCES, LLC	\$ 22,754.71
08/04/2017	ACH42	SUNSHINE STATE ONE CALL OF FL, INC.	\$ 75.09
08/04/2017	ACH43	TKW CONSULTING ENGINEERS, INC.	\$ 8,074.40
08/04/2017	Dbt080417	Valic	\$ 7,028.29
08/04/2017	DBT080417	United States Treasury	\$ 26,220.30
08/04/2017	DBT80417	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 993.06
08/11/2017	36802	ALL FLORIDA WATER-TAMPA	\$ 211.58
08/11/2017	36803	AMAZON	\$ 2,264.40
08/11/2017	36804	APPLIED DRILLING ENGINEERING, INC.	\$ 2,316.94
08/11/2017	36805	ARGILA ENTERPRISES, INC.	\$ 1,800.00
08/11/2017	36806	ASWATHY WARRIER (V)	\$ 1,200.00
08/11/2017	36807	BATTERIES PLUS BULBS #451	\$ 124.45
08/11/2017	36808	BILL'S BOTTLED WATER SERVICE	\$ 16.50
08/11/2017	36809	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 78,498.62
08/11/2017	36810	CINTAS	\$ 217.17
08/11/2017	36811	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 740.89
08/11/2017	36812	DESOTO CO CHAMBER OF COMMERCE	\$ 235.00
08/11/2017	36813	DEX IMAGING	\$ 1,729.01
08/11/2017	36814	Fisher Scientific	\$ 1,813.46
08/11/2017	36815	FLORIDA DEPARTMENT OF STATE	\$ 24.78
08/11/2017	36816	FLUID CONTROL SPECIALTIES, INC.	\$ 686.00
08/11/2017	36817	G-TEC Equipment Services	\$ 932.12
08/11/2017	36818	GRAYBAR	\$ 296.84
08/11/2017	36819	Hach Company	\$ 4,403.00
08/11/2017	36820	HOME DEPOT	\$ 283.64
08/11/2017	36821	JAN-PRO OF MANASOTA	\$ 249.00
08/11/2017	36822	KINGSWAY ACE HARDWARE	\$ 292.50
08/11/2017	36823	MCGEE TIRE STORES INC.	\$ 27.48
08/11/2017	36824	PRO-CHEM INC.	\$ 348.04
08/11/2017	36825	RANCH PROPERTY HOLDINGS LLC	\$ 12,448.29
08/11/2017	36826	SHIPPING POST	\$ 29.76
08/11/2017	36827	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 108.97
08/11/2017	36828	U.S. BANK EQUIPMENT FINANCE	\$ 288.96
08/11/2017	36829	UNIVAR USA INC	\$ 34,261.83
08/11/2017	36830	University of Florida - FYCS	\$ 5,000.00
08/11/2017	36831	UPS	\$ 59.56
08/11/2017	36832	USA Bluebook	\$ 173.66
08/11/2017	36833	WOMACK SANITATION INC.	\$ 750.00
08/17/2017		QuickBooks Payroll Service	\$ 73,299.16
08/18/2017	ACH44	AIRGAS SPECIALTY PRODUCTS	\$ 2,692.97

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: JULY & AUGUST 2017**

Bank Code: PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
08/18/2017	ACH45	ALLIED UNIVERSAL CORP.	\$ 16,840.97
08/18/2017	ACH46	BENCHMARK ENVIROANALYTICAL INC	\$ 1,696.70
08/18/2017	ACH47	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 269.25
08/18/2017	ACH48	C & S CHEMICALS INC.	\$ 49,777.07
08/18/2017	ACH49	CHARLOTTE COUNTY UTILITIES	\$ 164,694.84
08/18/2017	ACH50	CORONADO LAWN SERVICE OF FL	\$ 3,830.00
08/18/2017	ACH51	CROM ENGINEERING & CONSTRUCTION SVC	\$ 109,250.00
08/18/2017	ACH52	DESOTO COUNTY	\$ 66,333.33
08/18/2017	ACH53	DIANE R. SALZ	\$ 3,750.00
08/18/2017	ACH54	EARTH BALANCE	\$ 6,155.00
08/18/2017	ACH55	Entech	\$ 7,043.00
08/18/2017	ACH56	FEDERAL EXPRESS	\$ 14.23
08/18/2017	ACH57	FRONTIER COMMUNICATIONS	\$ 216.98
08/18/2017	ACH58	Jacobi Carbons Inc	\$ 63,091.20
08/18/2017	ACH59	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 495.00
08/18/2017	ACH60	JANICKI ENVIRONMENTAL, INC.	\$ 42,260.00
08/18/2017	ACH61	KEETON'S OFFICE & ART SUPPLY	\$ 757.36
08/18/2017	ACH62	M&M CONTRACTORS INC.	\$ 2,794.72
08/18/2017	ACH63	MADER ELECTRIC, INC.	\$ 5,600.00
08/18/2017	ACH64	Natural Resources LLC	\$ 54,593.30
08/18/2017	ACH65	SUNSHINE STATE ONE CALL OF FL, INC.	\$ 75.09
08/18/2017	ACH66	TRANSCAT, INC.	\$ 332.77
08/18/2017	ACH67	TRINOVA INC.	\$ 174.18
08/18/2017	ACH68	VOYAGER FLEET SYSTEMS, INC.	\$ 1,876.69
08/18/2017	ACH69	Wade Consulting and Solutions	\$ 2,640.00
08/18/2017	DBT81817	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 993.06
08/18/2017	Dbt81817	United States Treasury	\$ 26,329.96
08/18/2017	DBT081817	Valic	\$ 7,063.37
08/18/2017	DBT8182017	FLORIDA DEPT OF ENVIRONMENTAL PROT	\$ 6,000.00
08/25/2017	36834	ALL AMERICAN CONTAINERS-MIAMI	\$ 178.20
08/25/2017	36835	ANIXTER INC.	\$ 77.28
08/25/2017	36836	ASWATHY WARRIER	\$ 600.00
08/25/2017	36837	AWWA	\$ 991.00
08/25/2017	36838	Ax Control Company Inc	\$ 995.00
08/25/2017	36839	BATTERIES PLUS BULBS #451	\$ 276.90
08/25/2017	36840	BENTLEY SYSTEMS, INCORPORATED	\$ 831.00
08/25/2017	36841	BUSINESS CARD	\$ 3,518.79
08/25/2017	36842	CED - Port Charlotte	\$ 86.24
08/25/2017	36843	CENTURYLINK	\$ 1,872.98
08/25/2017	36844	CH2M HILL ENGINEERS INC.	\$ 18,750.00
08/25/2017	36845	CHARLOTTE COUNTY BCC - LANDFILL	\$ 4,452.36
08/25/2017	36846	CHENANGO SUPPLY CO., INC.	\$ 80.78
08/25/2017	36847	CINTAS FIRE 636525	\$ 361.00
08/25/2017	36848	CRUMPTON WELDING SUPPLY	\$ 114.98
08/25/2017	36849	D. M. CONSTRUCTION CORP.	\$ 11,056.70
08/25/2017	36850	DMS-FINANCIAL MGMT SERVICES	\$ 7.48
08/25/2017	36851	Fisher Scientific	\$ 389.18
08/25/2017	36852	FLORIDA POWER & LIGHT COMPANY	\$ 172,501.89
08/25/2017	36853	FLORIDA VALVE & EQUIPMENT, LLC	\$ 12,935.00
08/25/2017	36854	FORT BEND SERVICES, INC.	\$ 11,776.00
08/25/2017	36855	GOODYEAR AUTO SERVICE CENTER	\$ 218.60
08/25/2017	36856	GRAYBAR	\$ 1,187.99
08/25/2017	36857	Hach Company	\$ 664.80
08/25/2017	36858	HAZEN AND SAWYER	\$ 2,344.20
08/25/2017	36859	Jonathan Canfield	\$ 200.00
08/25/2017	36860	KINGSWAY ACE HARDWARE	\$ 8.58

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: JULY & AUGUST 2017**

Bank Code:		PUBLIC FUNDS INTEREST CHECKING (PNC)	
Date	Document Number	Payee Name / Description	Amount
08/25/2017	36861	MSC INDUSTRIAL SUPPLY CO.	\$ 903.10
08/25/2017	36862	PRO-CHEM INC.	\$ 347.78
08/25/2017	36863	QUALITY STARTER & ALT SER INC.	\$ 61.45
08/25/2017	36864	RING POWER CORPORATION	\$ 586.30
08/25/2017	36865	SAM'S CLUB	\$ 76.47
08/25/2017	36866	SARASOTA HERALD TRIBUNE	\$ 176.00
08/25/2017	36867	Servicewear Apparel, Inc.	\$ 3,060.22
08/25/2017	36868	SHIPPING POST	\$ 13.60
08/25/2017	36869	SOUTHWEST FLA WATER MGMT DIST	\$ 1,398.25
08/25/2017	36870	SUPER T	\$ 1,339.31
08/25/2017	36871	THE SUN	\$ 98.67
08/25/2017	36872	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 409.93
08/25/2017	36873	U.S. BANK EQUIPMENT FINANCE	\$ 1,193.00
08/25/2017	36874	UNIVAR USA INC	\$ 39,626.03
08/25/2017	36875	UPS	\$ 62.57
08/25/2017	36876	USA Bluebook	\$ 606.80
08/25/2017	36877	VERIZON WIRELESS	\$ 7.84
08/25/2017	36878	WEST COAST MOWING	\$ 379.00
08/30/2017	DBT09118	FLORIDA DIVISION OF RETIREMENT	\$ 25,855.86
08/31/2017		QuickBooks Payroll Service	\$ 74,545.70
Total			\$ 2,788,817.86

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: JULY & AUGUST 2017

Alphabetically by Vendor

Bank Code: PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
07/13/2017	36724	Advanced Overhead Systems	\$ 1,595.00
07/21/2017	ACH1	AIR CENTERS-FLORIDA	\$ 4,822.25
07/21/2017	ACH2	AIRGAS SPECIALTY PRODUCTS	\$ 3,048.20
08/18/2017	ACH44	AIRGAS SPECIALTY PRODUCTS	\$ 2,692.97
07/21/2017	ACH3	AIRGAS USA, LLC	\$ 34.30
08/25/2017	36834	ALL AMERICAN CONTAINERS-MIAMI	\$ 178.20
07/13/2017	36725	ALL FLORIDA WATER-TAMPA	\$ 211.58
08/11/2017	36802	ALL FLORIDA WATER-TAMPA	\$ 211.58
07/21/2017	ACH4	ALLIED ELECTRONICS, INC.	\$ 805.16
07/21/2017	ACH5	ALLIED UNIVERSAL CORP.	\$ 7,092.54
08/04/2017	ACH25	ALLIED UNIVERSAL CORP.	\$ 16,989.25
08/18/2017	ACH45	ALLIED UNIVERSAL CORP.	\$ 16,840.97
08/11/2017	36803	AMAZON	\$ 2,264.40
07/13/2017	36726	ANIXTER INC.	\$ 3,598.00
08/01/2017	36760	ANIXTER INC.	\$ 3,128.38
08/25/2017	36835	ANIXTER INC.	\$ 77.28
08/11/2017	36804	APPLIED DRILLING ENGINEERING, INC.	\$ 2,316.94
08/01/2017	36761	ARGILA ENTERPRISES, INC.	\$ 2,700.00
08/11/2017	36805	ARGILA ENTERPRISES, INC.	\$ 1,800.00
07/13/2017	36727	ASWATHY WARRIER	\$ 800.00
08/01/2017	36762	ASWATHY WARRIER	\$ 1,400.00
08/25/2017	36836	ASWATHY WARRIER	\$ 600.00
08/11/2017	36806	ASWATHY WARRIER (V)	\$ 1,200.00
07/13/2017	36728	AWWA	\$ 224.00
08/01/2017	36763	AWWA	\$ 224.00
08/25/2017	36837	AWWA	\$ 991.00
08/25/2017	36838	Ax Control Company Inc	\$ 995.00
08/11/2017	36807	BATTERIES PLUS BULBS #451	\$ 124.45
08/25/2017	36839	BATTERIES PLUS BULBS #451	\$ 276.90
07/21/2017	ACH6	BENCHMARK ENVIROANALYTICAL INC	\$ 2,041.70
08/04/2017	ACH26	BENCHMARK ENVIROANALYTICAL INC	\$ 9,790.25
08/18/2017	ACH46	BENCHMARK ENVIROANALYTICAL INC	\$ 1,696.70
08/25/2017	36840	BENTLEY SYSTEMS, INCORPORATED	\$ 831.00
07/13/2017	36729	BILL'S BOTTLED WATER SERVI CE	\$ 16.50
08/11/2017	36808	BILL'S BOTTLED WATER SERVI CE	\$ 16.50
08/04/2017	ACH27	BLACK & VEATCH	\$ 5,971.20
07/21/2017	ACH7	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 319.25
08/18/2017	ACH47	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 269.25
08/01/2017	36764	BUSINESS CARD	\$ 5,597.08
08/25/2017	36841	BUSINESS CARD	\$ 3,518.79
07/21/2017	ACH8	C & S CHEMICALS INC.	\$ 38,164.29
08/04/2017	ACH28	C & S CHEMICALS INC.	\$ 50,055.96
08/18/2017	ACH48	C & S CHEMICALS INC.	\$ 49,777.07
08/25/2017	36842	CED - Port Charlotte	\$ 86.24
08/01/2017	36765	CENTURYLINK	\$ 1,877.53
08/25/2017	36843	CENTURYLINK	\$ 1,872.98
08/01/2017	36766	Certain Water Service, Inc	\$ 316.00
08/25/2017	36844	CH2M HILL ENGINEERS INC.	\$ 18,750.00
08/01/2017	36767	CHARLOTTE COUNTY BCC - LANDFILL	\$ 4,040.25
08/25/2017	36845	CHARLOTTE COUNTY BCC - LANDFILL	\$ 4,452.36
07/13/2017	36730	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 78,498.62
08/11/2017	36809	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 78,498.62
07/13/2017	36731	CHARLOTTE COUNTY UTILITIES	\$ 164,694.84
08/18/2017	ACH49	CHARLOTTE COUNTY UTILITIES	\$ 164,694.84
07/13/2017	36732	CHENANGO SUPPLY CO., INC.	\$ 50.11
08/25/2017	36846	CHENANGO SUPPLY CO., INC.	\$ 80.78

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

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Date	Document Number	Payee Name / Description	Amount
08/11/2017	36810	CINTAS	\$ 217.17
07/13/2017	36733	CINTAS FIRE 636525	\$ 450.00
08/25/2017	36847	CINTAS FIRE 636525	\$ 361.00
08/01/2017	36768	Complete Access	\$ 165.00
08/04/2017	ACH29	CORONADO LAWN SERVICE OF FL	\$ 4,880.00
08/18/2017	ACH50	CORONADO LAWN SERVICE OF FL	\$ 3,830.00
08/01/2017	36769	CROM ENGINEERING & CONSTRUCTION SVC	\$ 53,680.00
08/18/2017	ACH51	CROM ENGINEERING & CONSTRUCTION SVC	\$ 109,250.00
07/13/2017	36734	CRUMPTON WELDING SUPPLY	\$ 30.48
08/25/2017	36848	CRUMPTON WELDING SUPPLY	\$ 114.98
08/01/2017	36770	D. M. CONSTRUCTION CORP.	\$ 10,033.29
08/25/2017	36849	D. M. CONSTRUCTION CORP.	\$ 11,056.70
07/13/2017	36735	DELL MARKETING L.P.	\$ 8,633.25
08/11/2017	36811	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 740.89
08/11/2017	36812	DESOTO CO CHAMBER OF COMMERCE	\$ 235.00
07/13/2017	36736	DESOTO COUNTY	\$ 66,333.33
08/18/2017	ACH52	DESOTO COUNTY	\$ 66,333.33
08/01/2017	36771	DESOTO COUNTY WATER UTILITY	\$ 2,047.05
08/01/2017	36772	DEX IMAGING	\$ 8.00
08/11/2017	36813	DEX IMAGING	\$ 1,729.01
07/21/2017	ACH9	DIANE R. SALZ	\$ 3,750.00
08/18/2017	ACH53	DIANE R. SALZ	\$ 3,750.00
08/04/2017	ACH30	DILLER-BROWN & ASSOC. INC.	\$ 1,460.00
08/01/2017	36773	Discount Telecom	\$ 90.00
07/13/2017	36737	DMS-FINANCIAL MGMT SERVICES	\$ 230.68
08/01/2017	36774	DMS-FINANCIAL MGMT SERVICES	\$ 272.17
08/25/2017	36850	DMS-FINANCIAL MGMT SERVICES	\$ 7.48
07/21/2017	ACH10	E.F. GAINES SURVEYING SERVICES, INC	\$ 6,200.00
07/21/2017	ACH11	EARTH BALANCE	\$ 12,149.40
08/04/2017	ACH31	EARTH BALANCE	\$ 895.00
08/18/2017	ACH54	EARTH BALANCE	\$ 6,155.00
07/21/2017	ACH12	Entech	\$ 10,879.00
08/18/2017	ACH55	Entech	\$ 7,043.00
08/01/2017	36775	ERPORTAL SOFTWARE, INC.	\$ 2,250.00
07/21/2017	ACH13	FEDERAL EXPRESS	\$ 28.82
08/04/2017	ACH32	FEDERAL EXPRESS	\$ 43.95
08/18/2017	ACH56	FEDERAL EXPRESS	\$ 14.23
08/01/2017	36776	Fisher Scientific	\$ 221.98
08/11/2017	36814	Fisher Scientific	\$ 1,813.46
08/25/2017	36851	Fisher Scientific	\$ 389.18
08/11/2017	36815	FLORIDA DEPARTMENT OF STATE	\$ 24.78
08/18/2017	DBT8182017	FLORIDA DEPT OF ENVIRONMENTAL PROT	\$ 6,000.00
07/31/2017	Dbt8417	FLORIDA DIVISION OF RETIREMENT	\$ 26,302.96
08/30/2017	DBT09118	FLORIDA DIVISION OF RETIREMENT	\$ 25,855.86
08/01/2017	36777	FLORIDA POWER & LIGHT COMPANY	\$ 134,445.04
08/25/2017	36852	FLORIDA POWER & LIGHT COMPANY	\$ 172,501.89
08/25/2017	36853	FLORIDA VALVE & EQUIPMENT, LLC	\$ 12,935.00
08/01/2017	36778	FLUID CONTROL SPECIALTIES, INC.	\$ 820.86
08/11/2017	36816	FLUID CONTROL SPECIALTIES, INC.	\$ 686.00
08/25/2017	36854	FORT BEND SERVICES, INC.	\$ 11,776.00
07/21/2017	ACH14	FRONTIER COMMUNICATIONS	\$ 216.98
08/18/2017	ACH57	FRONTIER COMMUNICATIONS	\$ 216.98
08/01/2017	36779	FW&PCOA	\$ 80.00
07/21/2017	ACH15	GE Grid Solutions LLC	\$ 741.13
08/04/2017	ACH33	GE Grid Solutions LLC	\$ 40.00
08/25/2017	36855	GOODYEAR AUTO SERVICE CENTER	\$ 218.60

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Date	Document Number	Payee Name / Description	Amount
07/13/2017	36738	GRAINGER	\$ 219.88
08/01/2017	36780	GRAYBAR	\$ 1,993.53
08/11/2017	36818	GRAYBAR	\$ 296.84
08/25/2017	36856	GRAYBAR	\$ 1,187.99
08/11/2017	36817	G-TEC Equipment Services	\$ 932.12
08/01/2017	36781	Hach Company	\$ 806.43
08/11/2017	36819	Hach Company	\$ 4,403.00
08/25/2017	36857	Hach Company	\$ 664.80
07/13/2017	36739	HAZEN AND SAWYER	\$ 1,840.10
08/01/2017	36782	HAZEN AND SAWYER	\$ 8,538.50
08/25/2017	36858	HAZEN AND SAWYER	\$ 2,344.20
08/04/2017	ACH34	HDR ENGINEERING INC.	\$ 3,339.70
07/13/2017	36740	HOME DEPOT	\$ 297.69
08/01/2017	36783	HOME DEPOT	\$ 50.49
08/11/2017	36820	HOME DEPOT	\$ 283.64
07/13/2017	36741	HVMI, LLC	\$ 17,314.10
07/13/2017	36742	HYDRA SERVICES	\$ 2,179.94
08/01/2017	36784	J. H. HAM ENGINEERING INC.	\$ 28,423.18
07/21/2017	ACH16	Jacobi Carbons Inc	\$ 32,401.20
08/04/2017	ACH35	Jacobi Carbons Inc	\$ 31,415.40
08/18/2017	ACH58	Jacobi Carbons Inc	\$ 63,091.20
07/21/2017	ACH17	JANICKI ENVIRONMENTAL, INC.	\$ 27,111.00
08/18/2017	ACH60	JANICKI ENVIRONMENTAL, INC.	\$ 42,260.00
07/13/2017	36743	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 495.00
08/18/2017	ACH59	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 495.00
07/13/2017	36744	JAN-PRO OF MANASOTA	\$ 249.00
08/11/2017	36821	JAN-PRO OF MANASOTA	\$ 249.00
07/13/2017	36745	JET AUTO SERVICE	\$ 182.90
08/01/2017	36785	JET AUTO SERVICE	\$ 241.70
08/01/2017	36786	JOHNSON ENGINEERING, INC.	\$ 16,015.43
08/25/2017	36859	Jonathan Canfield	\$ 200.00
07/21/2017	ACH18	KEETON'S OFFICE & ART SUPPLY	\$ 768.63
08/04/2017	ACH36	KEETON'S OFFICE & ART SUPPLY	\$ 1,049.53
08/18/2017	ACH61	KEETON'S OFFICE & ART SUPPLY	\$ 757.36
08/01/2017	36787	KEVIN MORRIS	\$ 4,100.00
08/04/2017	ACH37	KIMLEY-HORN AND ASSOCIATES, INC.	\$ 5,000.00
08/04/2017	ACH38	KING ENGINEERING ASSOCIATES INC	\$ 600.00
07/13/2017	36746	KINGSWAY ACE HARDWARE	\$ 342.79
08/01/2017	36788	KINGSWAY ACE HARDWARE	\$ 58.05
08/11/2017	36822	KINGSWAY ACE HARDWARE	\$ 292.50
08/25/2017	36860	KINGSWAY ACE HARDWARE	\$ 8.58
07/13/2017	36747	M&M CONTRACTORS INC.	\$ 2,794.72
08/18/2017	ACH62	M&M CONTRACTORS INC.	\$ 2,794.72
08/18/2017	ACH63	MADER ELECTRIC, INC.	\$ 5,600.00
08/01/2017	36789	MANATEE COUNTY SHERIFF	\$ 25.00
08/04/2017	ACH39	MANSON BOLVES DONALDSON VARN, P.A.	\$ 6,514.50
08/11/2017	36823	MCGEE TIRE STORES INC.	\$ 27.48
07/21/2017	ACH19	MCMaster-CARR SUPPLY CO	\$ 313.86
07/13/2017	36748	MSC INDUSTRIAL SUPPLY CO.	\$ 1,229.39
08/01/2017	36790	MSC INDUSTRIAL SUPPLY CO.	\$ 294.31
08/25/2017	36861	MSC INDUSTRIAL SUPPLY CO.	\$ 903.10
07/21/2017	ACH20	Natural Resources LLC	\$ 92,430.81
08/04/2017	ACH40	Natural Resources LLC	\$ 17,000.00
08/18/2017	ACH64	Natural Resources LLC	\$ 54,593.30
07/21/2017	ACH21	PAGE MECHANICAL GROUP, INC.	\$ 2,077.82
07/13/2017	36749	PRO-CHEM INC.	\$ 637.58

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Date	Document Number	Payee Name / Description	Amount
08/11/2017	36824	PRO-CHEM INC.	\$ 348.04
08/25/2017	36862	PRO-CHEM INC.	\$ 347.78
08/04/2017	ACH41	PROGRESSIVE WATER RESOURCES, LLC	\$ 22,754.71
08/25/2017	36863	QUALITY STARTER & ALT SER INC.	\$ 61.45
07/06/2017		QuickBooks Payroll Service	\$ 71,879.64
07/20/2017		QuickBooks Payroll Service	\$ 77,052.37
08/03/2017		QuickBooks Payroll Service	\$ 73,034.87
08/17/2017		QuickBooks Payroll Service	\$ 73,299.16
08/31/2017		QuickBooks Payroll Service	\$ 74,545.70
07/13/2017	36750	RANCH PROPERTY HOLDINGS LLC	\$ 12,448.29
08/11/2017	36825	RANCH PROPERTY HOLDINGS LLC	\$ 12,448.29
08/25/2017	36864	RING POWER CORPORATION	\$ 586.30
08/01/2017	36791	ROGERS PETROLEUM, INC.	\$ 5,627.29
07/13/2017	36751	SAM'S CLUB	\$ 97.99
08/25/2017	36865	SAM'S CLUB	\$ 76.47
08/01/2017	36792	SARASOTA HERALD TRIBUNE	\$ 107.25
08/25/2017	36866	SARASOTA HERALD TRIBUNE	\$ 176.00
08/01/2017	36793	SARASOTA TROPHY & AWARDS INC.	\$ 35.50
08/01/2017	36794	SENSIDYNE, LP	\$ 495.00
08/25/2017	36867	Servicewear Apparel, Inc.	\$ 3,060.22
07/13/2017	36754	SHIPPING POST	\$ 26.04
08/11/2017	36826	SHIPPING POST	\$ 29.76
08/25/2017	36868	SHIPPING POST	\$ 13.60
08/25/2017	36869	SOUTHWEST FLA WATER MGMT DIST	\$ 1,398.25
07/13/2017	36752	SPECIALTY PARTS	\$ 101.86
07/07/2017	ADBT7/7/17	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 993.06
07/21/2017	Dbt72117	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 993.06
08/04/2017	DBT80417	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 993.06
08/18/2017	DBT81817	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 993.06
07/13/2017	36753	STRATEGIC PEST CONTROL OF SW FL,LLC	\$ 290.00
08/04/2017	ACH42	SUNSHINE STATE ONE CALL OF FL, INC.	\$ 75.09
08/18/2017	ACH65	SUNSHINE STATE ONE CALL OF FL, INC.	\$ 75.09
08/25/2017	36870	SUPER T	\$ 1,339.31
08/01/2017	36795	THE SUN	\$ 57.20
08/25/2017	36871	THE SUN	\$ 98.67
08/01/2017	36796	THERMO ELECTRON NORTH AMERICA LLC	\$ 975.00
08/04/2017	ACH43	TKW CONSULTING ENGINEERS, INC.	\$ 8,074.40
07/21/2017	ACH22	TOTALFUNDS BY HASLER	\$ 200.00
08/11/2017	36827	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 108.97
08/25/2017	36872	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 409.93
07/13/2017	36755	TRANSCAT, INC.	\$ 773.99
08/18/2017	ACH66	TRANSCAT, INC.	\$ 332.77
07/21/2017	ACH23	TRINOVA INC.	\$ 2,565.86
08/18/2017	ACH67	TRINOVA INC.	\$ 174.18
08/01/2017	36797	U.S. BANK EQUIPMENT FINANCE	\$ 1,193.00
08/11/2017	36828	U.S. BANK EQUIPMENT FINANCE	\$ 288.96
08/25/2017	36873	U.S. BANK EQUIPMENT FINANCE	\$ 1,193.00
08/01/2017	36798	UNITED STATES GEOLOGICAL SURVEY	\$ 7,025.00
07/07/2017	ADBT7717	United States Treasury	\$ 25,855.08
07/07/2017	ADBT7/5/17	United States Treasury	\$ 3,775.71
07/21/2017	DBT072117	United States Treasury	\$ 28,359.72
08/04/2017	DBT080417	United States Treasury	\$ 26,220.30
08/18/2017	Dbt81817	United States Treasury	\$ 26,329.96
07/13/2017	36756	UNIVAR USA INC	\$ 22,725.93
08/01/2017	36799	UNIVAR USA INC	\$ 22,838.82
08/11/2017	36829	UNIVAR USA INC	\$ 34,261.83

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Date	Document Number	Payee Name / Description	Amount
08/25/2017	36874	UNIVAR USA INC	\$ 39,626.03
08/11/2017	36830	University of Florida - FYCS	\$ 5,000.00
07/13/2017	36757	UPS	\$ 45.54
08/01/2017	36800	UPS	\$ 32.31
08/11/2017	36831	UPS	\$ 59.56
08/25/2017	36875	UPS	\$ 62.57
08/11/2017	36832	USA Bluebook	\$ 173.66
08/25/2017	36876	USA Bluebook	\$ 606.80
07/07/2017	ADBT7/7/18	Valic	\$ 6,974.87
07/21/2017	DBT72117	Valic	\$ 7,118.92
08/04/2017	Dbt080417	Valic	\$ 7,028.29
08/18/2017	DBT081817	Valic	\$ 7,063.37
08/01/2017	36801	VANASSE HANGEN BRUSTLIN, INC	\$ 13,579.04
08/25/2017	36877	VERIZON WIRELESS	\$ 7.84
07/21/2017	ACH24	VOYAGER FLEET SYSTEMS, INC.	\$ 2,261.57
08/18/2017	ACH68	VOYAGER FLEET SYSTEMS, INC.	\$ 1,876.69
08/18/2017	ACH69	Wade Consulting and Solutions	\$ 2,640.00
08/25/2017	36878	WEST COAST MOWING	\$ 379.00
07/13/2017	36758	WOMACK SANITATION INC.	\$ 298.00
08/11/2017	36833	WOMACK SANITATION INC.	\$ 750.00
Total			\$ 2,788,817.86

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By Amount Largest to Smallest

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Date	Document Number	Payee Name / Description	Amount
08/25/2017	36852	FLORIDA POWER & LIGHT COMPANY	\$ 172,501.89
07/13/2017	36731	CHARLOTTE COUNTY UTILITIES	\$ 164,694.84
08/18/2017	ACH49	CHARLOTTE COUNTY UTILITIES	\$ 164,694.84
08/01/2017	36777	FLORIDA POWER & LIGHT COMPANY	\$ 134,445.04
08/18/2017	ACH51	CROM ENGINEERING & CONSTRUCTION SVC	\$ 109,250.00
07/21/2017	ACH20	Natural Resources LLC	\$ 92,430.81
07/13/2017	36730	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 78,498.62
08/11/2017	36809	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 78,498.62
07/20/2017		QuickBooks Payroll Service	\$ 77,052.37
08/31/2017		QuickBooks Payroll Service	\$ 74,545.70
08/17/2017		QuickBooks Payroll Service	\$ 73,299.16
08/03/2017		QuickBooks Payroll Service	\$ 73,034.87
07/06/2017		QuickBooks Payroll Service	\$ 71,879.64
07/13/2017	36736	DESOTO COUNTY	\$ 66,333.33
08/18/2017	ACH52	DESOTO COUNTY	\$ 66,333.33
08/18/2017	ACH58	Jacobi Carbons Inc	\$ 63,091.20
08/18/2017	ACH64	Natural Resources LLC	\$ 54,593.30
08/01/2017	36769	CROM ENGINEERING & CONSTRUCTION SVC	\$ 53,680.00
08/04/2017	ACH28	C & S CHEMICALS INC.	\$ 50,055.96
08/18/2017	ACH48	C & S CHEMICALS INC.	\$ 49,777.07
08/18/2017	ACH60	JANICKI ENVIRONMENTAL, INC.	\$ 42,260.00
08/25/2017	36874	UNIVAR USA INC	\$ 39,626.03
07/21/2017	ACH8	C & S CHEMICALS INC.	\$ 38,164.29
08/11/2017	36829	UNIVAR USA INC	\$ 34,261.83
07/21/2017	ACH16	Jacobi Carbons Inc	\$ 32,401.20
08/04/2017	ACH35	Jacobi Carbons Inc	\$ 31,415.40
08/01/2017	36784	J. H. HAM ENGINEERING INC.	\$ 28,423.18
07/21/2017	DBT072117	United States Treasury	\$ 28,359.72
07/21/2017	ACH17	JANICKI ENVIRONMENTAL, INC.	\$ 27,111.00
08/18/2017	Dbt81817	United States Treasury	\$ 26,329.96
07/31/2017	Dbt8417	FLORIDA DIVISION OF RETIREMENT	\$ 26,302.96
08/04/2017	DBT080417	United States Treasury	\$ 26,220.30
08/30/2017	DBT09118	FLORIDA DIVISION OF RETIREMENT	\$ 25,855.86
07/07/2017	ADB7717	United States Treasury	\$ 25,855.08
08/01/2017	36799	UNIVAR USA INC	\$ 22,838.82
08/04/2017	ACH41	PROGRESSIVE WATER RESOURCES, LLC	\$ 22,754.71
07/13/2017	36756	UNIVAR USA INC	\$ 22,725.93
08/25/2017	36844	CH2M HILL ENGINEERS INC.	\$ 18,750.00
07/13/2017	36741	HVMI, LLC	\$ 17,314.10
08/04/2017	ACH40	Natural Resources LLC	\$ 17,000.00
08/04/2017	ACH25	ALLIED UNIVERSAL CORP.	\$ 16,989.25
08/18/2017	ACH45	ALLIED UNIVERSAL CORP.	\$ 16,840.97
08/01/2017	36786	JOHNSON ENGINEERING, INC.	\$ 16,015.43
08/01/2017	36801	VANASSE HANGEN BRUSTLIN, INC	\$ 13,579.04
08/25/2017	36853	FLORIDA VALVE & EQUIPMENT, LLC	\$ 12,935.00
07/13/2017	36750	RANCH PROPERTY HOLDINGS LLC	\$ 12,448.29
08/11/2017	36825	RANCH PROPERTY HOLDINGS LLC	\$ 12,448.29
07/21/2017	ACH11	EARTH BALANCE	\$ 12,149.40
08/25/2017	36854	FORT BEND SERVICES, INC.	\$ 11,776.00
08/25/2017	36849	D. M. CONSTRUCTION CORP.	\$ 11,056.70
07/21/2017	ACH12	Entech	\$ 10,879.00
08/01/2017	36770	D. M. CONSTRUCTION CORP.	\$ 10,033.29
08/04/2017	ACH26	BENCHMARK ENVIROANALYTICAL INC	\$ 9,790.25
07/13/2017	36735	DELL MARKETING L.P.	\$ 8,633.25
08/01/2017	36782	HAZEN AND SAWYER	\$ 8,538.50
08/04/2017	ACH43	TKW CONSULTING ENGINEERS, INC.	\$ 8,074.40

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Bank Code:		PUBLIC FUNDS INTEREST CHECKING (PNC)	
Date	Document Number	Payee Name / Description	Amount
07/21/2017	DBT72117	Valic	\$ 7,118.92
07/21/2017	ACH5	ALLIED UNIVERSAL CORP.	\$ 7,092.54
08/18/2017	DBT081817	Valic	\$ 7,063.37
08/18/2017	ACH55	Entech	\$ 7,043.00
08/04/2017	Dbt080417	Valic	\$ 7,028.29
08/01/2017	36798	UNITED STATES GEOLOGICAL SURVEY	\$ 7,025.00
07/07/2017	ADBT7/7/18	Valic	\$ 6,974.87
08/04/2017	ACH39	MANSON BOLVES DONALDSON VARN, P.A.	\$ 6,514.50
07/21/2017	ACH10	E.F. GAINES SURVEYING SERVICES, INC	\$ 6,200.00
08/18/2017	ACH54	EARTH BALANCE	\$ 6,155.00
08/18/2017	DBT8182017	FLORIDA DEPT OF ENVIRONMENTAL PROT	\$ 6,000.00
08/04/2017	ACH27	BLACK & VEATCH	\$ 5,971.20
08/01/2017	36791	ROGERS PETROLEUM, INC.	\$ 5,627.29
08/18/2017	ACH63	MADER ELECTRIC, INC.	\$ 5,600.00
08/01/2017	36764	BUSINESS CARD	\$ 5,597.08
08/04/2017	ACH37	KIMLEY-HORN AND ASSOCIATES, INC.	\$ 5,000.00
08/11/2017	36830	University of Florida - FYCS	\$ 5,000.00
08/04/2017	ACH29	CORONADO LAWN SERVICE OF FL	\$ 4,880.00
07/21/2017	ACH1	AIR CENTERS-FLORIDA	\$ 4,822.25
08/25/2017	36845	CHARLOTTE COUNTY BCC - LANDFILL	\$ 4,452.36
08/11/2017	36819	Hach Company	\$ 4,403.00
08/01/2017	36787	KEVIN MORRIS	\$ 4,100.00
08/01/2017	36767	CHARLOTTE COUNTY BCC - LANDFILL	\$ 4,040.25
08/18/2017	ACH50	CORONADO LAWN SERVICE OF FL	\$ 3,830.00
07/07/2017	ADBT7/5/17	United States Treasury	\$ 3,775.71
07/21/2017	ACH9	DIANE R. SALZ	\$ 3,750.00
08/18/2017	ACH53	DIANE R. SALZ	\$ 3,750.00
07/13/2017	36726	ANIXTER INC.	\$ 3,598.00
08/25/2017	36841	BUSINESS CARD	\$ 3,518.79
08/04/2017	ACH34	HDR ENGINEERING INC.	\$ 3,339.70
08/01/2017	36760	ANIXTER INC.	\$ 3,128.38
08/25/2017	36867	Servicewear Apparel, Inc.	\$ 3,060.22
07/21/2017	ACH2	AIRGAS SPECIALTY PRODUCTS	\$ 3,048.20
07/13/2017	36747	M&M CONTRACTORS INC.	\$ 2,794.72
08/18/2017	ACH62	M&M CONTRACTORS INC.	\$ 2,794.72
08/01/2017	36761	ARGILA ENTERPRISES, INC.	\$ 2,700.00
08/18/2017	ACH44	AIRGAS SPECIALTY PRODUCTS	\$ 2,692.97
08/18/2017	ACH69	Wade Consulting and Solutions	\$ 2,640.00
07/21/2017	ACH23	TRINOVA INC.	\$ 2,565.86
08/25/2017	36858	HAZEN AND SAWYER	\$ 2,344.20
08/11/2017	36804	APPLIED DRILLING ENGINEERING, INC.	\$ 2,316.94
08/11/2017	36803	AMAZON	\$ 2,264.40
07/21/2017	ACH24	VOYAGER FLEET SYSTEMS, INC.	\$ 2,261.57
08/01/2017	36775	ERPORTAL SOFTWARE, INC.	\$ 2,250.00
07/13/2017	36742	HYDRA SERVICES	\$ 2,179.94
07/21/2017	ACH21	PAGE MECHANICAL GROUP, INC.	\$ 2,077.82
08/01/2017	36771	DESOTO COUNTY WATER UTILITY	\$ 2,047.05
07/21/2017	ACH6	BENCHMARK ENVIROANALYTICAL INC	\$ 2,041.70
08/01/2017	36780	GRAYBAR	\$ 1,993.53
08/01/2017	36765	CENTURYLINK	\$ 1,877.53
08/18/2017	ACH68	VOYAGER FLEET SYSTEMS, INC.	\$ 1,876.69
08/25/2017	36843	CENTURYLINK	\$ 1,872.98
07/13/2017	36739	HAZEN AND SAWYER	\$ 1,840.10
08/11/2017	36814	Fisher Scientific	\$ 1,813.46
08/11/2017	36805	ARGILA ENTERPRISES, INC.	\$ 1,800.00
08/11/2017	36813	DEX IMAGING	\$ 1,729.01

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: JULY & AUGUST 2017

By Amount Largest to Smallest

Bank Code: PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
08/18/2017	ACH46	BENCHMARK ENVIROANALYTICAL INC	\$ 1,696.70
07/13/2017	36724	Advanced Overhead Systems	\$ 1,595.00
08/04/2017	ACH30	DILLER-BROWN & ASSOC. INC.	\$ 1,460.00
08/01/2017	36762	ASWATHY WARRIER	\$ 1,400.00
08/25/2017	36869	SOUTHWEST FLA WATER MGMT DIST	\$ 1,398.25
08/25/2017	36870	SUPER T	\$ 1,339.31
07/13/2017	36748	MSC INDUSTRIAL SUPPLY CO.	\$ 1,229.39
08/11/2017	36806	ASWATHY WARRIER (V)	\$ 1,200.00
08/01/2017	36797	U.S. BANK EQUIPMENT FINANCE	\$ 1,193.00
08/25/2017	36873	U.S. BANK EQUIPMENT FINANCE	\$ 1,193.00
08/25/2017	36856	GRAYBAR	\$ 1,187.99
08/04/2017	ACH36	KEETON'S OFFICE & ART SUPPLY	\$ 1,049.53
08/25/2017	36838	Ax Control Company Inc	\$ 995.00
07/07/2017	ADBT7/7/17	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 993.06
07/21/2017	Dbt72117	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 993.06
08/04/2017	DBT80417	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 993.06
08/18/2017	DBT81817	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 993.06
08/25/2017	36837	AWWA	\$ 991.00
08/01/2017	36796	THERMO ELECTRON NORTH AMERICA LLC	\$ 975.00
08/11/2017	36817	G-TEC Equipment Services	\$ 932.12
08/25/2017	36861	MSC INDUSTRIAL SUPPLY CO.	\$ 903.10
08/04/2017	ACH31	EARTH BALANCE	\$ 895.00
08/25/2017	36840	BENTLEY SYSTEMS, INCORPORATED	\$ 831.00
08/01/2017	36778	FLUID CONTROL SPECIALTIES, INC.	\$ 820.86
08/01/2017	36781	Hach Company	\$ 806.43
07/21/2017	ACH4	ALLIED ELECTRONICS, INC.	\$ 805.16
07/13/2017	36727	ASWATHY WARRIER	\$ 800.00
07/13/2017	36755	TRANSCAT, INC.	\$ 773.99
07/21/2017	ACH18	KEETON'S OFFICE & ART SUPPLY	\$ 768.63
08/18/2017	ACH61	KEETON'S OFFICE & ART SUPPLY	\$ 757.36
08/11/2017	36833	WOMACK SANITATION INC.	\$ 750.00
07/21/2017	ACH15	GE Grid Solutions LLC	\$ 741.13
08/11/2017	36811	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 740.89
08/11/2017	36816	FLUID CONTROL SPECIALTIES, INC.	\$ 686.00
08/25/2017	36857	Hach Company	\$ 664.80
07/13/2017	36749	PRO-CHEM INC.	\$ 637.58
08/25/2017	36876	USA Bluebook	\$ 606.80
08/25/2017	36836	ASWATHY WARRIER	\$ 600.00
08/04/2017	ACH38	KING ENGINEERING ASSOCIATES INC	\$ 600.00
08/25/2017	36864	RING POWER CORPORATION	\$ 586.30
07/13/2017	36743	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 495.00
08/18/2017	ACH59	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 495.00
08/01/2017	36794	SENSIDYNE, LP	\$ 495.00
07/13/2017	36733	CINTAS FIRE 636525	\$ 450.00
08/25/2017	36872	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 409.93
08/25/2017	36851	Fisher Scientific	\$ 389.18
08/25/2017	36878	WEST COAST MOWING	\$ 379.00
08/25/2017	36847	CINTAS FIRE 636525	\$ 361.00
08/11/2017	36824	PRO-CHEM INC.	\$ 348.04
08/25/2017	36862	PRO-CHEM INC.	\$ 347.78
07/13/2017	36746	KINGSWAY ACE HARDWARE	\$ 342.79
08/18/2017	ACH66	TRANSCAT, INC.	\$ 332.77
07/21/2017	ACH7	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 319.25
08/01/2017	36766	Certain Water Service, Inc	\$ 316.00
07/21/2017	ACH19	MCMMASTER-CARR SUPPLY CO	\$ 313.86
07/13/2017	36758	WOMACK SANITATION INC.	\$ 298.00

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: JULY & AUGUST 2017

By Amount Largest to Smallest

Bank Code: PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
07/13/2017	36740	HOME DEPOT	\$ 297.69
08/11/2017	36818	GRAYBAR	\$ 296.84
08/01/2017	36790	MSC INDUSTRIAL SUPPLY CO.	\$ 294.31
08/11/2017	36822	KINGSWAY ACE HARDWARE	\$ 292.50
07/13/2017	36753	STRATEGIC PEST CONTROL OF SW FL,LLC	\$ 290.00
08/11/2017	36828	U.S. BANK EQUIPMENT FINANCE	\$ 288.96
08/11/2017	36820	HOME DEPOT	\$ 283.64
08/25/2017	36839	BATTERIES PLUS BULBS #451	\$ 276.90
08/01/2017	36774	DMS-FINANCIAL MGMT SERVICES	\$ 272.17
08/18/2017	ACH47	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 269.25
07/13/2017	36744	JAN-PRO OF MANASOTA	\$ 249.00
08/11/2017	36821	JAN-PRO OF MANASOTA	\$ 249.00
08/01/2017	36785	JET AUTO SERVICE	\$ 241.70
08/11/2017	36812	DESOTO CO CHAMBER OF COMMERCE	\$ 235.00
07/13/2017	36737	DMS-FINANCIAL MGMT SERVICES	\$ 230.68
07/13/2017	36728	AWWA	\$ 224.00
08/01/2017	36763	AWWA	\$ 224.00
08/01/2017	36776	Fisher Scientific	\$ 221.98
07/13/2017	36738	GRAINGER	\$ 219.88
08/25/2017	36855	GOODYEAR AUTO SERVICE CENTER	\$ 218.60
08/11/2017	36810	CINTAS	\$ 217.17
07/21/2017	ACH14	FRONTIER COMMUNICATIONS	\$ 216.98
08/18/2017	ACH57	FRONTIER COMMUNICATIONS	\$ 216.98
07/13/2017	36725	ALL FLORIDA WATER-TAMPA	\$ 211.58
08/11/2017	36802	ALL FLORIDA WATER-TAMPA	\$ 211.58
08/25/2017	36859	Jonathan Canfield	\$ 200.00
07/21/2017	ACH22	TOTALFUNDS BY HASLER	\$ 200.00
07/13/2017	36745	JET AUTO SERVICE	\$ 182.90
08/25/2017	36834	ALL AMERICAN CONTAINERS-MIAMI	\$ 178.20
08/25/2017	36866	SARASOTA HERALD TRIBUNE	\$ 176.00
08/18/2017	ACH67	TRINOVA INC.	\$ 174.18
08/11/2017	36832	USA Bluebook	\$ 173.66
08/01/2017	36768	Complete Access	\$ 165.00
08/11/2017	36807	BATTERIES PLUS BULBS #451	\$ 124.45
08/25/2017	36848	CRUMPTON WELDING SUPPLY	\$ 114.98
08/11/2017	36827	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 108.97
08/01/2017	36792	SARASOTA HERALD TRIBUNE	\$ 107.25
07/13/2017	36752	SPECIALTY PARTS	\$ 101.86
08/25/2017	36871	THE SUN	\$ 98.67
07/13/2017	36751	SAM'S CLUB	\$ 97.99
08/01/2017	36773	Discount Telecom	\$ 90.00
08/25/2017	36842	CED - Port Charlotte	\$ 86.24
08/25/2017	36846	CHENANGO SUPPLY CO., INC.	\$ 80.78
08/01/2017	36779	FW&PCOA	\$ 80.00
08/25/2017	36835	ANIXTER INC.	\$ 77.28
08/25/2017	36865	SAM'S CLUB	\$ 76.47
08/04/2017	ACH42	SUNSHINE STATE ONE CALL OF FL, INC.	\$ 75.09
08/18/2017	ACH65	SUNSHINE STATE ONE CALL OF FL, INC.	\$ 75.09
08/25/2017	36875	UPS	\$ 62.57
08/25/2017	36863	QUALITY STARTER & ALT SER INC.	\$ 61.45
08/11/2017	36831	UPS	\$ 59.56
08/01/2017	36788	KINGSWAY ACE HARDWARE	\$ 58.05
08/01/2017	36795	THE SUN	\$ 57.20
08/01/2017	36783	HOME DEPOT	\$ 50.49
07/13/2017	36732	CHENANGO SUPPLY CO., INC.	\$ 50.11
07/13/2017	36757	UPS	\$ 45.54

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: JULY & AUGUST 2017

By Amount Largest to Smallest

Bank Code: PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
08/04/2017	ACH32	FEDERAL EXPRESS	\$ 43.95
08/04/2017	ACH33	GE Grid Solutions LLC	\$ 40.00
08/01/2017	36793	SARASOTA TROPHY & AWARDS INC.	\$ 35.50
07/21/2017	ACH3	AIRGAS USA, LLC	\$ 34.30
08/01/2017	36800	UPS	\$ 32.31
07/13/2017	36734	CRUMPTON WELDING SUPPLY	\$ 30.48
08/11/2017	36826	SHIPPING POST	\$ 29.76
07/21/2017	ACH13	FEDERAL EXPRESS	\$ 28.82
08/11/2017	36823	MCGEE TIRE STORES INC.	\$ 27.48
07/13/2017	36754	SHIPPING POST	\$ 26.04
08/01/2017	36789	MANATEE COUNTY SHERIFF	\$ 25.00
08/11/2017	36815	FLORIDA DEPARTMENT OF STATE	\$ 24.78
07/13/2017	36729	BILL'S BOTTLED WATER SERVICE	\$ 16.50
08/11/2017	36808	BILL'S BOTTLED WATER SERVICE	\$ 16.50
08/18/2017	ACH56	FEDERAL EXPRESS	\$ 14.23
08/25/2017	36868	SHIPPING POST	\$ 13.60
08/25/2017	36860	KINGSWAY ACE HARDWARE	\$ 8.58
08/01/2017	36772	DEX IMAGING	\$ 8.00
08/25/2017	36877	VERIZON WIRELESS	\$ 7.84
08/25/2017	36850	DMS-FINANCIAL MGMT SERVICES	\$ 7.48
Total			\$ 2,788,817.86

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: JULY & AUGUST 2017

Bank Code: CONSTRUCTION CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
08/01/2017	2732	AECOM TECHNICAL SERVICES, INC.	\$ 12,377.75
08/01/2017	2733	CH2M HILL ENGINEERS INC.	\$ 8,089.20
08/01/2017	2734	KING ENGINEERING ASSOCIATES INC	\$ 154,344.25
Total			\$ 174,811.20

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: JULY & AUGUST 2017

Alphabetically by Vendor

Bank Code: CONSTRUCTION CHECKING (PNC)

Date	Document Number	Payee Name / Description		Amount
08/01/2017	2732	AECOM TECHNICAL SERVICES, INC.	\$	12,377.75
08/01/2017	2733	CH2M HILL ENGINEERS INC.	\$	8,089.20
08/01/2017	2734	KING ENGINEERING ASSOCIATES INC	\$	154,344.25
		Total	\$	174,811.20

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: JULY & AUGUST 2017

By Amount Largest to Smallest

Bank Code: CONSTRUCTION CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
08/01/2017	2734	KING ENGINEERING ASSOCIATES INC	\$ 154,344.25
08/01/2017	2732	AECOM TECHNICAL SERVICES, INC.	\$ 12,377.75
08/01/2017	2733	CH2M HILL ENGINEERS INC.	\$ 8,089.20
		Total	\$ 174,811.20

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 4, 2017***

**ROUTINE STATUS REPORTS
ITEM 3**

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

Project Status Report

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

Date: October 4, 2017

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
- A subaqueous crossing of Shell Creek by Horizontal Directional Drilling (HDD)
- 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, 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, south along Three Rivers Road adjacent to 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.

At the December 7, 2016 Board Meeting, King presented the Phase 1 Interconnect, final draft Basis of Design Report (BODR). The BODR was finalized in January 2017 and distributed. Three routes were assessed by King during preliminary engineering. King the 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 Horizontal Directional Drilling (HDD) downstream of the Hendrickson Dam, upland to upland.

The Engineer's Opinion of Probable (total) Cost for the Phase 1 Interconnect is \$11,960,000 and is scheduled to be operational by February 2020.

In January 2017 King submitted Work Order 2 'Design, Permitting and Bidding Services' for the Phase 1 Interconnect. King's Work Order 2 was approved at the February 1, 2017 Board Meeting. King was issued Notice-to-Proceed for Work Order 2 on February 10th. Work Order No. 2 includes survey, geotechnical services, design, permitting, property acquisition services, and bid phase services. These project activities cover a 23-month schedule with design and permitting efforts completed in the fall of 2018 allowing selection of a contractor for construction in January 2019.

On September 5, 2017 the U.S. Army Corps of Engineers permit application was submitted for the Phase 1 Interconnect alignment. Sketches and legal descriptions have been completed for all property owners along the Horizontal Direction Drilling (HDD) alignment on both sides of Shell Creek. Estimated costs for permanent and temporary utility easements have been established for discussion with the property owners. Currently the Authority and General Counsel (Manson, Bolves, Donaldson, P.A.) and King are coordinating to secure easements on private property under Shell Creek and on state owned submerged lands as required to obtain the Sovereignty Submerged Lands easement. The bathometric survey for the HDD alignment will be scheduled subsequent to obtaining private property easements and the state SSL easement at Shell Creek. King submitted the 60% design (drawing, specifications and opinion of probable construction cost) to the Authority for review.

The Project is currently on budget and schedule.

Project History Briefing

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

Date: October 4, 2017

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 Laishley 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.

- Dec. 2016 & Jan. 2017 At the December 7, 2016 Board Meeting, King presented the Phase 1 Interconnect, final draft Basis of Design Report (BODR). Three routes were assessed by King during preliminary engineering. 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 Horizontal Directional Drilling (HDD) downstream of the Hendrickson Dam, upland to upland.

The Engineer's Opinion of Probable (Total) Cost for the new Phase 1 Pipeline is \$11,960,000. The Phase 1 Pipeline is scheduled to be operational by February 2020. In November 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. Review questions and comments were forwarded to King in December 2016 and January 2017 and incorporated into the Final BODR.

In January 2017 King submitted Work Order 2 'Design, Permitting and Bidding Services' for the Phase 1 Interconnect. Work Order No. 2 to King, includes survey, geotechnical services, design, permitting, property acquisition services, and bidding services. These project activities cover a 23-month schedule with design and permitting efforts completed in the fall of 2018 allowing selection of a contractor for construction in January 2019. The Authority negotiated with King and then forward Work Order No. 2 with King to Desoto, Charlotte, Sarasota and Manatee Counties, the Cities of Punta Gorda and North Port, SWFWMD and FDEP for feedback.

- February & March 2017

The Board approved King's Work Order 2 for 'Design, Permitting and Bid Phase Services' at the February 1, 2017 Board Meeting. King was issued the Notice-To-Proceed for Work Order 2 on February 10th. A Kickoff Meeting for the Design Phase was held on February 15th.

On March 1st a meeting was held with King, the Authority and the president of the Three Rivers Home Owners Association to discuss the proposed horizontal direction drilling (HDD) alignment at Shell Creek. The Three Rivers HOA does not have any issues with the proposed HDD alignment passing under the HOA's boat ramp property located on the north side shore of Shell Creek, downstream of the Hendrickson Dam. Additionally, King has been in communication with private property owners along the proposed (HDD) route at Shell Creek where easements may be required.

On March 6th an Operations Coordination meeting was held with the City of Punta Gorda at the Shell Creek Facility (SCF). Discussions

focused on the Phase 1 Interconnect connection at the SCF, use of proposed pumps in the existing clear well to be dedicated to the Phase 1 Interconnect (for pumping flows south to north), communications from the new meter station to the SCF via fiber, and power for the new meter station.

In March geotechnical boring were performed in and around Shell Creek for the proposed horizontal direction drilling subaqueous crossing of Shell Creek. The dam transect survey for the HDD alignment was also completed. Identification, collection of information and survey of environmental sensitive areas is underway for permitting in the vicinity of Shell Creek.

During this period King has completed the majority of the topo survey of the Phase 1 Interconnect alignment. King provided proposed plan drawings of the alignment to other utility providers along the Phase 1 route to coordinate and identify potential infrastructure conflicts. The Project design drawings are 30% +/- complete. Currently, the Project is on time and on budget.

- April & May 2017

Project Progress Meetings were held on April 25th and May 10th and attended by King the Authority, SWFWMD (April) and the City of Punta Gorda (April). Geotechnical Work for the Shell Creek Horizontal Direction Drilling (HDD) crossing was completed in May. King is currently refining the HDD alignment across Shell Creek. When the HDD alignment is selected, a bathymetric survey of the proposed alignment and the mean high water survey will be performed.

King's land agent met with property owners and representatives of the Three Rivers Home Owners Association on May 16th to discuss potential easements for the Phase 1 Pipeline alignment/HDD at Shell Creek.

King and the Authority met with the FDEP regarding pre-application for the Environmental Resources Permit (ERP) on May 16th. On May 24rd King and the Authority met with the U.S. Army Corps of Engineering (ACOE) regarding pre-application for the ACOE Permit for the entire proposed pipeline alignment.

This period topographic survey for the Phase 1 Interconnect alignment was completed. Survey of subsurface utilities, was also completed. Additionally, survey of environmental sensitive areas for permitting, was completed. King submitted proposed design drawing for the pipeline route with profiles. The project design drawings are 50% +/-

complete. Currently the project is on budget and schedule.

- June & July 2017

On June 20th a Project Progress Meetings was held and attended by King the Authority and SWFWMD. King reviewed pipeline plan and profile, and meter station progress, drawings. Engineering evaluations regarding pipe selection (wall thickness and corrosion control) were discussed. Additionally the proposed table of contents for Project Specifications was reviewed.

On April 10th the Authority requested an Amendment to the SWFWMD Cooperative Funding Agreement (CFA) to the revise the Contract Period Schedule. On June 13th SWFWMD returned the Amendment to the Agreement for signature by the Authority. The Authority returned signed the Amendment to SWFWMD on June 19th.

The draft USACOE permit and FDEP ERP permits have been drafted by King sub-consultants and are under review by King Engineering.

This period the Tidal Study at Shell Creek was accepted by the FDEP (May 23, 2017). King has also completed the Bathometric Survey for the proposed Horizontal Directional Drilling (HDD) alignment across Shell Creek.

On June 12th, King and their Land Agent (FLAA) and the Authority met with General Counsel/Manson Bolves Donaldson P.A. to discuss property procurement for the pipeline alignment at Shell Creek. Easement documents, and legal descriptions and sketches, are being developed.

The Phase 1 Project design is approximately 60% complete. The Project is currently on budget and schedule.

- August & September 2017

On August 11, 2017 a Project Progress Meetings was held and attended by King and the Authority to discuss operations parameters for the Phase 1 Interconnect. Meetings are scheduled with the City of Punta Gorda and Desoto County to discuss control strategies at the Shell Creek Water Treatment Plant and the Desoto County South Booster Station for inclusion in Kings 60% design submittal.

The USACOE permit application was submitted on September 5, 2017. The Florida Department of Transportation permit application for the Phase 1 alignment will be submitted in early October. The Florida Department of Environmental Conservation Environmental Resources Permit (ERP) is on schedule to be submitted subsequent to the 90% design in December 2017.

Sketches and legal descriptions have been completed for all property owners along the Horizontal Direction Drilling (HDD) alignment on both sides of Shell Creek. Estimated costs for permanent and temporary utility easements have been established for discussion with the property owners. Currently the Authority and General Counsel (Manson, Bolves, Donaldson, P.A.) and King are coordinating to secure easements on private property under Shell Creek and on state owned submerged lands as required to obtain the Sovereignty Submerged Lands easement (SSL). The bathometric survey for the HDD alignment will be scheduled subsequent to obtaining private property easements and the state SSL easement at Shell Creek.

King submitted the 60% design (drawing, specifications and revised opinion of construction cost) to the Authority for review. The project and is currently on budget and schedule.

PHASE 1 CONCEPTUAL ROUTE



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 4, 2017***

**ROUTINE STATUS REPORTS
ITEM 4**

Regional Integrated Loop System Phase 3B Interconnect Project [S.R. 681 to Clark Road]

Project Status Report

Project: Regional Integrated Loop System Phase 3B Interconnect Pipeline Project
[Preymore Interconnect Clark Road (SR 72)]

Date: October 4, 2017

Prepared by: Kevin Morris, Science & Technology Officer

The following information summarizes the project description and current status. (see attached conceptual pipe route map).

Project Description

The Phase 3B Interconnect will extend the regional loop system within Sarasota County approximately 5 miles further north from the Preymore Interconnect location near the Municipal Solid Waste Complex to Clark Road (SR 72). The Phase 3B Pipeline will be bi-directional and will interconnect with the regional Phase 3A pipeline to the south and to Sarasota County's system on the north. As originally envisioned, the project included a repump facility at its northern end to boost water pressures for delivery northward, or, when operating in the reverse direction, this pumping facility would boost pressures coming southward.

Early in the Basis of Design Report effort, working closely in conjunction with County staff, an alternate configuration was developed that ultimately proved viable and will save the region significant capital and operational expense over the long term. The project team analyzed sizing the Phase 3B pipeline along with the County's planned interconnecting water main under various scenarios. The team showed that the Phase 3B pipeline could deliver water to the County's Pump Station No. 5 as well as a future repump facility located another 7 miles further north at the juncture between future Phases 3C and 3D without the need for booster pumping at SR 72 (Clark Road). This effectively eliminates one of the repump stations originally envisioned more than 10 years ago as part of the regional integrated loop system.

Rapid growth and development along the boundaries of Manatee and Sarasota Counties has already spurred developer-installation of the Phase 3D pipeline. The developer wanted to install the pipeline coincident with the roadway to avoid the later disruption that would come if the pipeline followed initial development. The Phase 3D pipeline is being interconnected with Manatee County to the north and will also tie in with Sarasota County to the south. The southernmost leg of Phase 3D terminates close to one of the Phase 3C conceptual routes from the 2006 Regional Integrated Loop System Feasibility/Routing Study.

Although the Phase 3C pipeline leg of the regional transmission system is envisioned to follow Phase 3B pipeline leg of the regional transmission system by several years, there appears to be need for the regional repumping facility now in the area where pipeline segments Phase 3D and 3C will conceptually meet (the intersection of Lorraine and Fruitville Roads). The ability to store, chemically recondition and repump water from this location could be important

strategically to the region since it represents the approximate midpoint between the Carlton WTP to the south and the Lake Manatee WTP to the north. Authority and County staff are conferring with our Water Management District funding partner about relocation of the originally planned Phase 3B Repump facility north to near the location of Fruitville and Lorraine Roads.

Another recent development has been the completion of a two county water system hydraulic model for Sarasota and Manatee Counties. This model, developed by Carollo Engineers under contract with the counties, is a valuable decision tool that can be used to evaluate regional loop elements. The model provides a sophisticated methodology whereby water demands are disaggregated granularly across the region from a spatial perspective and it also includes the existing web of distribution piping down to minor conveyances as small as 3 and 4-inches in diameter. This model is a valuable regional resource that can be used to analyze various interconnection and pumping scenarios and will serve useful for water managers as they consider improvements at regional and sub-regional system level. Discussions regarding commitments to Phase 3D and future Phase 3C pipeline segments are ongoing.

Current status

The Final BODR for the Pipeline was accepted by the Authority Board at the meeting on June 7, 2017. Final design and permitting is underway and on schedule. Recent activities include pre-permitting meetings with the US Army Corps of Engineers and the Florida Department of Environmental Protection. The team expects to reach 60% completion in the month of July.

The BODR for the Phase 3B Pumping Station was finalized and presented to the Authority Board for acceptance at the June 7, 2017 meeting. However, unlike the Pipeline design which is well underway, final design for the Pumping Station is delayed pending scenario analysis with the new 2-county hydraulic water system model developed by a consultant working for Sarasota and Manatee Counties. It is possible that work with the water system model may aid in refining pump station conditions and parameters and based on that that opportunity, neither the County nor Authority staff felt it would be prudent to initiate final design of the pumping facility until additional hydraulic model scenarios are completed.

Project History Briefing

Project: Phase 3B Regional Interconnect Pipeline Project

Date: October 4, 2017

Prepared by: Kevin Morris, Science & 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 Associates, Inc. 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.
- December 1, 2016 Received review comments on the draft Phase 3B BODR from SWFWMD project manager.
- January 3, 2017 Coordination meeting with King Engineering Associates, Inc. to develop scope for final design work order.

- February 1, 2017 Authority Board Meeting at the PRF. At this meeting:
 - The Board accepts draft Phase 3B Pipeline BODR.
 - The Board is briefed on the concept of dislocating the Phase 3B Pump Station from the Pipeline Project and migrating the pump station further north where there is greater immediate need.
 - Board authorizes Work Order No. 2 ‘Phase 3B Interconnect Final Design, Permitting and Bid Phase Services’ to King Engineering Associates, Inc., for an amount not to exceed \$1,090,391. This effort included a task to complete a BODR for the Pump Station to be returned to the Board within the next 4 months.

- February 9, 2017 Project coordination meeting with SWFWMD staff to discuss cooperative funding for the project. Topics discussed included schedule, cost and deliverables and legal review and coordination of agreements.

- March 10, 2017 Project coordination meeting with Sarasota County staff at the Sarasota County Central Solid Waste Complex attended by County Solid Waste, County Stormwater and County Utilities staff. Topics discussed included gaining access to the route for project surveyors and the soils testing and ecological consultants. We also discussed how to navigate around/under/over county conveyances and roads with our pipeline.

- March 10, 2017 Received authorization from Sarasota County Solid Waste for surveyors to access the pipeline route to commence gathering topographic data.

- March 30, 2017 Project update meeting with Sarasota County staff at the County’s BOB location off Fruitville Road attended by County staff, Authority staff and King Engineering.

- April 7, 2017 AWWA Annual Water Taste Testing Event conducted at the SWFWMD’s Fruitville Road location. The guest speaker from Carollo Engineers and provided an overview of a Two County Water System Hydraulic Model they were working to complete for Sarasota and Manatee Counties.

- April 26, 2017 Workshop at the Sarasota County BOB location with Sarasota and Manatee Counties and their mutual consultant, Carollo Engineers, to discuss the recently completed Two County Water System Hydraulic Model.

- May 1, 2017 Project coordination meeting with the SWFWMD in the Tampa Service Office to meet their designated 3rd party reviewer for the project (CDM) and to discuss coordination details, data needs, schedule and expectations.
- May 9, 2017 As agreed with Sarasota County staff, King Engineering Associates, Inc. reached out to Sarasota National Cemetery representatives to register interest in utility easements along the southern boundary of their property and inquire about the cemetery's willingness to cooperate on such a venture.
- May 15, 2017 King Engineering provided electronic copy of the draft Phase 3B Pump Station BODR for review and comment.
- May 16, 2017 Pre-application meeting with the FDEP in Fort Myers, FL.
- May 19, 2017 Completed internal review of Phase 3B Pump Station BODR and transmitted to King Engineering for implementation.
- May 22, 2017 Transmitted an electronic copy of the draft Phase 3B Pump Station BODR to Sarasota County for review and comment.
- May 22, 2017 Provided project WaterCAD model to the SWFWMD for their designated project 3rd party reviewer (CDM).
- May 24, 2017 Pre-application meeting with the US Army Corps of Engineers in Tampa, FL.
- May 24, 2017 Received final Phase 3B Pipeline BODR electronically. Changes from the draft BODR document accepted by the Authority Board in February are not substantive but editorial in nature.
- June 2, 2017 Received comments from Sarasota County on Phase 3B Pump Station BODR document responded in kind the same day. Several questions were answered and County preferences expressed that the Authority agreed to implement should this project proceed to the final design stage.
- June 2, 2017 Progress Meeting with King Engineering Associates at the Authority's Lakewood Ranch Office.
- June 7, 2017 Authority Board of Directors accepts the Final Phase 3B Pipeline BODR and the Final Phase 3B Pump Station BODR documents.
- June 12, 2017 Project team met with Authority legal counsel to generally discuss easement acquisition processes. The Phase 3B route falls entirely

on County-owned property and so it is not envisioned that private easement acquisition will be necessary. This meeting was more a perfunctory opportunity to meet with counsel to advise them on the overall status of the project and confirm the current understanding of overall easement needs.

- June 23, 2017 King Engineering presented the compressed vertical profile for the pipeline, known in the industry as an “EKG” because it resembles a graph similar to the up and down pattern reflected in a heartbeat monitor. This tool is used to determine the relative high and low points of the pipeline which govern the installation locations for pipeline air relief valves and blowoffs.
- July 3, 2017 Project team made the decision to case the 3B pipeline where it crosses from the west to the east side of the 100 foot right-of-way strip which serves as an alternate access route to the landfill from Clark Road. This will better ensure that the pipeline will be unaffected in the future should this transportation corridor door be developed.
- July 11, 2017 Transmitted Copies of Final Phase 3B Pump Station and Pipeline BODRs to FDEP point-of-contact.
- July 18, 2017 Site visit with SWFWMD staff and staff from their 3rd party reviewer, CDM.
- July 25, 2017 Met with project team at King’s Tampa Offices to view mechanical pipe joint coupling hardware alternatives and listen to technical presentation by Northwest Pipe Inc. about their products for use in this project.
- August 18, 2017 Consultant reviewed the design specifications for the County’s CS-03 slide gates that will hold back water during the constructed crossing of the main north-south Dona Bay conveyance channel. The team found that these gates would be acceptable to hold back the full channel height of water during construction.
- August 18, 2017 Consultant developed an analysis of the comparative cost and difficulty of construction corridor width through wetlands. A more narrow path adds construction complexity but impacts fewer wetlands and costs less from a mitigation standpoint. Authority staff directed Consultant to utilize the most narrow practical path possible through the wetlands (30-feet wide). The expected net construction cost impact of this decision was under \$10,000.

- August 30, 2017 Met with SWFWMD staff, King Engineering staff and CDM staff at SWFWMD's Tampa office to review 3rd party review comments on the Phase 3B Interconnect Pipeline BODR.
- September 14, 2017 Consultant delivered 60% design drawings to Authority staff.
- September 20, 2017 Authority staff delivered review copies of 60% Design Package to Sarasota County Utility Staff as well as the Solid Waste Department since the project is constructed on lands which fall under their purview.
- September 20, 2017 SWFWMD shared final 3rd party review of the Phase 3B Pipeline Interconnect BODR with Authority staff.
- September 27, 2017 Tentatively scheduled to submit Army Corps of Engineers permit application for the project

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
[Date of Meeting]***

**ROUTINE STATUS REPORTS
ITEM 5**

Partially Treated Aquifer Storage & Recovery Pilot Testing

Project Status Report

Project: Partially Treated Water Aquifer Storage and Recovery

Date: October 4, 2017

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

Cycle 1 for the pilot testing was initiated on February 9, 2017 and completed on April 10th. Approximately 60 MG of water was recharged and about 26 MG was recovered during cycle 1 of the test. Analysis of data collected during Cycle 1 is ongoing. Cycle 2 (recharge) began on July 6th at a rate of approximately 2.5 MGD. Cycle 2 recharge was suspended during Hurricane Irma and was resumed on September 18, 2017. Recharge is scheduled to continue until early/mid October, followed by a storage period and ultimately by a recovery period ending in November/December 2017. Data collection is ongoing.

Project History Briefing

Project: Partially Treated Water Aquifer Storage and Recovery

Date: October 4, 2017

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.
- December 2016

Received notice of permit on December 14, 2016 authorizing pilot testing. Authorized CH2M to begin work on test set-up. Attended meeting with SWFWMD staff in Tampa on December 22nd to discuss project co-funding. Low probability for out-of-cycle funding for FY 2016 and 2017 work on this project.
- January 2017

Conducted project safety & coordination meeting with consultant and Authority staff on January 11th in preparation for beginning the test. Authority staff collecting background samples from production and monitor wells and reservoir 1. Installation of piping to ASR wells S-4 and S-20 and recharge pump is ongoing.
- February 2017

Installation of piping and pumping equipment was completed and background water quality monitoring was completed the week of February 6th and testing (recharge cycle) was initiated on February 9, 2017. An intensive data collection effort in nearby monitor and ASR production wells is ongoing. Recharge rates are averaging approximately 0.7 MGD, and 1.3 MGD into ASR wells S-4 and S-20 respectively.
- March 2017

The recharge portion of this cycle in the testing was completed on March 9, 2017. Total volume of water pumped from Reservoir 1 into S-4 and S-20 was about 60 MG. Storage and recovery portions of the testing are ongoing, as are associated data collection efforts.

- April 2017 Recovery portion of the pilot test was ceased on April 10, 2017 after recovering approximately 26 MG from Testwells S-4 & S-20 (total) in order to enable full scale recovery operations in ASR Wellfield 2. Data collection efforts supporting the pilot testing operations continued.
- May 2017 Data collection efforts associated with the test continued, and analysis of test data is underway to aid in refining the test procedure for Cycle 2 (probable timeframe mid-summer 2017). Authority and CH2M staff met on May 25th to discuss test results and plan Cycle 2 testing.
- June 2017 Authority requested test revision from FDEP on June 22, 2017 to conduct extended cycle 2 in lieu of two separate shorter cycles to complete the pilot testing program. FDEP approval received on June 27, 2017 for the extended cycle. Data analysis from Cycle 1 is ongoing. Preparing for initiation of Cycle 2 (extended) in early July. Authority staff are working with SWFWMD staff on development of the co-funding agreement for the project.
- July 2017 Initiated Cycle 2 recharge on July 6, 2017 at initial rate of 2.6 MGD. Recharge of the entire ASR system is ongoing at this time – although the other 19 ASR wells are being recharged with fully treated drinking water. Data collection is ongoing. The test pump malfunctioned a number of times in July and was ultimately moved off-site by Xylem for re-build.
- August 2017 Re-initiated Cycle 2 recharge on August 2, 2017 at rate of 2.6 MGD. Treated water recharge of the remaining 19 ASR wells is still ongoing at this time. Met with project consultant August 29, 2017 to discuss data collection and ASR Permit Renewal. Pilot Test data collection is ongoing.
- September 2017 Recharg Cycle 2 was suspended between September 6th and September 18th due to Hurricane Irma. Recharge is ongoing and projected to continue into October. Attended Sarasota delegation Meeting September 20, 2017 to discuss funding request for the PTW ASR Project. Data collection is ongoing.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 4, 2017***

**ROUTINE STATUS REPORTS
ITEM 6**

Peace River Facility Water Use Permit Modification/Renewal

Project Status Report

Project: Peace River Facility Water Use Permit Modification/Renewal

Date: October 4, 2017

Prepared by: Mike Coates, P.G., Deputy Director

Project Description

The Authority's Peace River Facility relies on water withdrawn from the Peace River, primarily during high flow conditions, to fill off-stream storage and support the drinking water needs of our Customers. The conditions and limits that govern our withdrawals from the river are established in a Water Use Permit (WUP) issued to the Authority by the Southwest Florida Water Management District. The WUP authorizes a "withdrawal schedule" based on flow conditions in the river at three U.S. Geological Survey gauges upstream of the Peace River Facility.

While the current WUP withdrawal schedule supports the existing storage and treatment configuration, and customer contracted quantities, there are multiple future supplies and supply improvements planned at the Peace River site (and adjacent RV Griffin Reserve) that will rely on an increased harvest of water (above currently permitted quantities) from the Peace River. There is available quantity within the Minimum Flows and Levels established by SWFWMD for the Lower Peace River to enable safe harvest of the additional quantities needed to support future capacity increase projects at this site. This additional harvest will require modification of the the Authority's WUP to allow increased maximum withdrawal rates from the river by the Authority. In addition, renewal of the WUP for increased duration (current permit expires in 2037) should also be considered.

Current status

Staff discussed the concept and rational for this WUP modification/renewal with the Authority Board on February 1, 2017. Board direction was for renewal of the permit for the longest duration allowable, and to consider increase in withdrawal rates from the river to the allowable limit in the established MFL. Authority representatives met with SWFWMD staff on May 4, 2017 to discuss the application for permit renewal and modification. Application package is in final review with projected submittal too SWFWMD in late September.

Project History Briefing

Project: Peace River Facility Water Use Permit Modification/Renewal

Date: October 4, 2017

Prepared by: Mike Coates, P.G., Deputy Director

The following information summarizes the historical milestones and key events of the Peace River Facility Water Use Permit Modification/Renewal Project.

- February 2017 Staff presentation to the Authority Board February 1, 2017 regarding need to consider increased withdrawals from the Peace River to support future projects and demand, and increase term of the Authority's existing WUP. Board direction was to request longest permit duration allowable, and maximum withdrawal allowable under the current MFL and eliminate delivery quantity.
- March 2017 Staff and consultants assembling supporting information for withdrawal increase and extended permit term. Pre-application meeting with SWFWMD proposed in early May.
- April 2017 Staff and consultants preparation for meeting with SWFWMD on May 4th to discuss the application.
- May 2017 Authority representatives met with SWFWMD staff on May 4th in Tampa to discuss the WUP renewal and modification. February 2017 Authority Board direction pertaining to changes in the permit and permit duration were conveyed to District staff along with history of the facility, review of supply operations and future planning for water supply development at the Peace River Facility site. Meeting held with project consultant (PWR) on May 11th to develop application outline based on SWFWMD meeting.
- June 2017 Working on application document including demand projections, conservation plans, facility history, operations discussion and HBMP.
- July 2017 Met with project consultant (PWR) July 7th to discuss application preparation progress to date. Continuing work on application and supporting documents.

- August 2017 Met with project consultant (PWR) August 8th and 25th to review and refine WUP application documents. Continuing work on application and supporting documents.
- September 2017 Final draft of application in circulation for review September 19th. Continued working on refining application and supporting materials. Ordered application processing check for SWFWMD (\$3,750) on September 19, 2017. On schedule to submit application late September.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
[Date of Meeting]***

**ROUTINE STATUS REPORTS
ITEM 7**

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: September 15, 2017

Mosaic Fertilizer, LLC- South Fort Meade Mine

On September 6, 2017, the Department of Environmental Protection (“DEP”) gave notice of issuance of Environmental Resource Permit (“ERP”) No. MMR_221122-022 to Mosaic Fertilizer, LLC (“Mosaic”), approving Mosaic’s July 14, 2017 application to modify its ERP No. MMR_221122-019 for its South Fort Meade Hardee County Mine. This ERP modification adds seven new parcels and two road segments totaling 47.9 acres to Mosaic’s existing mine. The existing land uses of the additional parcels being added by this ERP modification are mostly agricultural, residential and roadway, with no wetlands and 0.8 acres of upland cut ditches.

The lands added by this ERP modification will be incorporated into the existing stormwater management system of the South Fort Meade Hardee County Mine and will be mined and reclaimed to match existing elevations. The culverted, approximately 50-foot length of stream under Boyd Cowart Road will be replaced with a stream channel and incorporated into the final reclamation designs for the adjacent stream segments previously approved for mining. No other changes are proposed to the rest of the existing

mine.

This project is located in Hardee County and discharges treated excess process wastewater, stormwater runoff, groundwater inflow, and reclaimed domestic wastewater from designated outfalls which discharge to unnamed swales, Little Charlie Creek or its tributaries, that ultimately discharge to Peace River.

Mosaic Fertilizer, LLC- Fort Meade Mine

On August 2, 2017, the Department of Environmental Protection (“DEP”) issued Time Extension Permit No. MMR_076455-007 to Mosaic for its Fort Meade Mine located in Polk County, Florida. On July 17, 2017, DEP received a request (assigned File No. MMR_0076455-050) from Mosaic to modify its ERP by extending the permit’s expiration by date five (5) years. This permit modification extends the expiration date from August 16, 2017 to August 16, 2022. The permit modification does not involve any new work, any new work locations, or any new activities, and will not alter, replace, or otherwise eliminate the requirements for performing the work required by the permit. DEP’s letter approving the permit modification states that there will be no additional wetland impacts or increase in project area as a result of this modification.

Mosaic Fertilizer, LLC- West Ona Pipeline Corridor

On July 21, 2017, DEP approved issuance of ERP No. MMR_142476-074, to Mosaic, which modifies Mosaic’s existing permit for its West Ona Pipeline Corridor located in Hardee, Hillsborough and Manatee Counties. This permit modification adds approximately 7.7 acres to the West Ona Operations Corridor for the purposes of installing a west to east



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powerline corridor. The permit modification also extends the southern boundary of the pipeline corridor, adding an approximate 5.5 acres for purposes of installing a pre-fabricated concrete utility pole within an upland area. The general and specific conditions of the permit remain unchanged and remain in effect, and DEP's letter approving the permit modification states that the proposed modification is not expected to result in any adverse environmental impact or water quality degradation. The permit expiration date will remain unchanged from the original date of May 18, 2048.

The West Ona Operations Corridor is located mainly within the existing Ft. Green Mine with small portions of the pipeline corridor located within the South Pasture and Four Corners Mine areas, in Hardee, Manatee, and Hillsborough Counties. Wetlands and other surface waters within the West Ona Operations Corridor project boundary are associated with the Horse Creek, which ultimately flows to the Peace River.

Mosaic Fertilizer, LLC- Wingate Creek Mine

The current National Pollutant Discharge Elimination System ("NPDES") permit for the Wingate Creek Mine (FL0032522) includes three existing outfalls: D-001 to Wingate Creek, D-002 to Johnson Creek, and D-004 to Horse Creek, which ultimately flows to the Peace River. On May 23, 2017, Mosaic submitted its NPDES renewal application (FL0032522-010) ("Application") for its Wingate Creek Mine. The Application is for a renewal of an existing permit but also requests several modifications to the monitoring parameters, schedules and facility descriptions in the NPDES permit. In addition, the Application requests to modify the facility description to indicate the transfer of water



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between Wingate Creek and other Mosaic mine facilities by adding the following language:

“A hydrological connection exists between the Wingate Creek, South Pasture Mine (FL0040177), Fort Green/Payne Creek (FL0027600) and Four Corners (FL0036412) Mines. This permit authorizes the transfer of surplus water for environmental safeguard and management purposes between the above referenced mine facilities and recognizes boundary overlaps including mining, reclamation, and stormwater management activity in the footprint(s) of the mines.” The Application also includes proposed changes to the facility description language to reflect the fact that the Domestic Wastewater Treatment Plant referenced under permit FLA012622 has been decommissioned and a county permitted commercial septic system has been installed to provide sanitary wastewater treatment. Finally, the Application removes references to Outfall D-001 (which is being abandoned) and the former Fort Green site and permit transfers for property and Outfall D-004 from the draft facility language and proposes the following monitoring changes: reduce the sand tailings monitoring from annually to once per permit cycle; reduce or eliminate monitoring for several analytes; eliminate total suspended solids and fixed solid monitoring; reduce sulfate monitoring to annually from the current monthly basis; reduce arsenic monitoring to quarterly from the current monthly basis; reduce fluoride monitoring to annually from the current quarterly basis; reduce oil and grease monitoring to annually from the current monthly basis; reduce Gross Alpha monitoring to annually from the current quarterly basis; and change dissolved oxygen monitoring to address the new dissolved oxygen percent saturation standard. One of Mosaic’s submittals in support

of its renewal application to DEP explains that “Outfall D-001 has not discharged since August 2005, and therefore decommissioning the outfall will not affect the discharge characteristics, timing, volume, or loading of future discharge to the remaining outfalls.”

On July 19, 2017, the Manatee County Parks & Natural Resources Department (PNRD) provided the following comments to DEP on the Wingate Creek Mine NPDES permit renewal Application:

PNRD staff has closely reviewed all materials related to the NPDES permit and the designated uses of the receiving waterbodies, including Johnson Creek, Wingate Creek, Myakka River and Horse Creek.

Regarding the applicant's request to reduce or eliminate monitoring for several analytes, reducing the monitoring interval to annual will be uninformative for the following parameters: sulfate, fluoride, oil and grease, and gross alpha. We recommend the current monitoring interval be maintained or, if deemed necessary, reduced to quarterly, at a minimum.

Additionally, on August 21, 2017, DEP received comments from ManaSota-88, Inc. recommending that DEP deny the Application by Mosaic which “seeks a permit to discharge excess process wastewater, stormwater runoff and reclaimed groundwater via exiting Outfalls D-002 and D-004 at the Wingate Creek Mine.” The comments allege that the draft permit fails to meet legal mandates and fails to consider degradation of Outstanding Florida Waters.

The ManaSota-88, Inc. comments also allege that applicant has failed to provide reasonable assurance that it will be able to comply with the permit conditions and that the draft permit: fails to provide reasonable assurance that the discharges will reduce the quality of the receiving waters below the classification established for them; allows the regulatory maximum limitations of most parameters; contains monitoring frequencies that

are too infrequent for most parameters; fails to set any enforceable limitations on nutrients (total phosphorus and total nitrogen); excludes several parameters that should be monitored and/or have discharge limitations; does not adequately limit acute toxicity; fails to ensure the propagation and maintenance of a healthy, well-balanced population of fish and wildlife; fails to provide reasonable assurance that the discharge will not cause or contribute to downstream water quality standard violations; and fails to protect state-owned lands.

Mosaic Fertilizer, LLC- Water Use Permit Renewal

On June 7, 2017, the Southwest Florida Water Management District (“SWFWMD”) received a water use permit application (“WUP Application”) (WUP No. 9741.018) from Mosaic Fertilizer, LLC for agricultural uses in DeSoto, Manatee and Sarasota Counties, located in the Peace River and Manasota Basins, and the Southern Water Use Caution Area. The WUP Application is a renewal and requests an allocation of 1.831 million gallons per day (“MGD”) average. The allocation currently authorized under the existing water use permit is 1.571 MGD. The WUP Application was completed on August 7, 2017 after several responses and information were submitted by Mosaic in response to requests for additional information and clarification letters from DEP. As of the date of this Basin Report, SWFWMD has not yet issued any notice of agency action approving or denying on the WUP Application.



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JDC Development, LLC- Ft. Meade Facility

On July 26, 2017, JDC Development, LLC (“JDC”) submitted information to DEP in response to DEP’s July 7, 2017 Request for Additional Information (“RAI”) regarding JDC’s Application No. FL0757471-004-ISW/NR for its Ft. Meade Facility, known as the JDCDevelopment Demo Plant and Pilot Plant Project (“Project”). The response included additional information regarding discharges during rainfall events, a revised water balance and an updated Best Management Practices Plan. On August 19, 2017, JDC sent an e-mail correspondence to DEP stating that JDC would need additional time to supplement its July 26, 2017 response to the RAI so that it can collect and analyze samples of the stormwater pond and flue gas desulphurization (“FGD”) pond (a lined settling pond where FGD sludge, a mixture of water and calcium sulfate, will be conveyed for treatment) for analysis and submit completed tables with such information to DEP.

The stated purpose of the Project is “to demonstrate the commercial viability and environmental footprint of the recently patented Improved Hard Process (IHP),” a process for “producing high-quality phosphoric acid using low-quality phosphate rock” for agriculture and industry “without producing any toxic gypsum wastes.” The facility is a demonstration facility for the production of phosphoric acid using the IHP process and will test various qualities of phosphate rock raw material in the IHP process, allowing potential licensors to validate the process for the phosphate ore sources they have available. The demo plant is currently idle and the pilot plant is being designed with construction and commissioning to occur in the second half of 2017 and startup of operations in 2018. The

receiving waterbody for the Project is McCullough Creek, and the Project is located two miles west of the City of Fort Meade in Polk County and in the Peace River watershed.

Wastewater Spills Due to Recent Heavy Rainfall Events

On August 28, 2017, DEP received a Wastewater Malfunction/Abnormal Event Report form (“Report”) regarding a spill of untreated/raw wastewater in DeSoto County, specifically at manholes located at Magnolia and Parker Aves. and at SR70 and Parker Ave. in Arcadia, Florida. The Report names the William Tyson Wastewater Treatment Plant (permit no. FL0027511-011) and lists the responsible party as the City of Arcadia. The spill began on August 25, 2017 and was listed as “ongoing” through the date of the Report. The amount of discharge was 250,000+ gallons, none of which was recovered, and was caused by heavy rainfall. The area(s) identified as affected by the spill were surface water, specifically the Peace River, and the ground. The corrective or remedial actions taken were disinfection and the posting of signs near the affected areas. The Report stated that samples would be taken once the discharge ceased and the area was cleaned. As for preventative plans or measures, the Report stated that currently a sanitary sewer evaluation survey (“SSES”) evaluation was being completed and that the corrections recommended would be implemented.

Other wastewater spills were also reported to DEP throughout August and September, 2017 in DeSoto, Polk, Charlotte, Manatee and Hardee Counties, but were all reported as being contained on-site and/or as not affecting any surface waters or sources of drinking water.