

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING**

**AGENDA**

**October 3, 2018 @ 9:30 a.m.**

DeSoto County Administration Building  
Commission Chambers, First Floor  
201 East Oak Street, Arcadia, Florida

Additional information may be obtained by contacting the Peace River Manasota Regional Water Supply Authority, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202 or through the Authority's website [www.regionalwater.org](http://www.regionalwater.org). Persons with disabilities who need assistance may call (941) 316-1776 at least two business days in advance to make appropriate arrangements. No Stenographic record by a certified court reporter is being made of this meeting. Accordingly, any person who may seek to appeal any decisions involving the matters noticed herein will be responsible for making verbatim record of the testimony and evidence at this meeting which may be necessary to appeal such decisions.

**BOARD OF DIRECTORS**

Commissioner Alan Maio, Sarasota County, Chairman

Commissioner Elton A. Langford, DeSoto County, Vice Chairman

Commissioner Ken Doherty, Charlotte County

Commissioner Priscilla Trace, Manatee County

**CALL TO ORDER**

**INVOCATION**

Commissioner Elton Langford

**PLEDGE OF ALLEGIANCE**

Led by the Board

**WELCOME GUESTS**

**HOST COUNTY REMARKS**

Mandy Hines, DeSoto County Administrator

**PUBLIC COMMENTS**

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

**RESOLUTIONS/PRESENTATIONS**

1. Employee Service Recognition
2. Recognition of Kevin Morris certification as Public Works Executive by the American Public Works Association

**CONSENT AGENDA**

1. Minutes of July 25, 2018 Board of Directors Meeting
2. Transfer of Funds from the General Fund to Utility Reserve Fund
3. Disbursement of Funds for FY 2018 Debt Service Coverage Payments

4. Consultant Ranking and Agreement for Professional Services Related to the Maintenance Facility Project Construction Phase Services
5. Letter of appreciation to Michael Babb for service on the SWFWMD Governing Board
6. Southwest Florida Water Management District FY 2020 Cooperative Funding Initiative Applications
  - a. Partially Treated Water Aquifer Storage and Recovery Project
  - b. Regional Loop Phase 3B Interconnect
7. First Amendment to Agreement for State Lobbyist Services with Diane R. Salz Governmental Consulting
8. Fourth Amendment to Agreement for General Counsel Services with Manson Bolves Donaldson Varn, P.A.
9. Work Order to Hazen and Sawyer for Water Quality Master Plan
10. Closed Door Attorney – Client Session pursuant to Section 286.011(8), Florida Statutes, on October 3, 2018 @ 11:30 a.m. (or as soon thereafter) in DeSoto County Board Conference Room to discuss settlement negotiations and/or strategy related to litigation expenditures covering the DOAH hearing captioned Polk Regional Water Cooperative (Case No. 18-3276), Polk County (Case No. 18-3278), City of Bartow (Case No. 18-3280), City of Ft. Meade (Case No. 18-3282), City of Lakeland (Case No. 18-3283) City of Wauchula (Case No. 18-3288) and City of Winter Haven (Case No. 18-3289) vs. Peace River Manasota Regional Water Supply Authority and Southwest Florida Water Management District.

#### **REGULAR AGENDA**

1. Water Supply Conditions – Staff Presentation
2. Annual Review of Executive Director

#### **GENERAL COUNSEL’S REPORT**

1. Peace River Facility Water Use Permit Modification/Renewal
2. Phase 1 Regional Interconnect Property Acquisition

#### **EXECUTIVE DIRECTOR’S REPORT**

1. Lakewood Ranch Administrative Office Negotiation Update

#### **ROUTINE STATUS REPORTS**

1. Hydrologic Conditions Report
2. Check Registers for July and August 2018
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
6. Water Supply Master Plan 2020
7. Peace River Basin Report
8. Peace River Facility ASR Operating Permit Renewal

#### **RECESS BOARD OF DIRECTORS MEETING**

Board of Directors meeting will recess for workshop and closed door attorney-client session.

#### **RECONVENE BOARD OF DIRECTORS MEETING**

#### **BOARD MEMBER COMMENTS**

## **PUBLIC COMMENTS**

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

## **ANNOUNCEMENTS**

### Next Authority Board Meeting

Wednesday, December 5, 2018 @ 9:30 a.m.  
Charlotte County Administration Center  
Commission Chambers, Room 119  
18500 Murdock Circle, Port Charlotte, Florida

## **ADJOURNMENT**

**Visit the Board Meetings page of our website [www.regionalwater.org](http://www.regionalwater.org) to access the Agenda Packet**

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**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*October 3, 2018*

**RESOLUTIONS/PRESENTATIONS**

**ITEM 1**

**[AMENDED; 10/01/18]**

**Employee Service Recognition**

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The Authority's employees are its most valuable resources. Employee service recognition provides the Board with the opportunity to personally recognize and thank our dedicated employees who have achieved significant milestones in longevity with the Authority.

The Authority is pleased to recognize the following employee for their service.

<b>Milestone</b>	<b>Employee</b>	<b>Position</b>
5 Years	Patrick Pritchett	Instrumentation Technician II
10 Years	Michael Chell	Operation Supervisor
10 Years	David Badder	Water Plant Operator - C

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
October 3, 2018**

**RESOLUTIONS/PRESENTATIONS  
ITEM 2**

**Employee Service Recognition**

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Kevin Morris was recognized by the American Public Works Association with certification as Public Works Executive at the Association's national recognition ceremony on August 27.





## Donald C. Stone Center

### *Level 3: Public Works Executive*

August 7, 2018

Kevin E. Morris, PWE  
Science and Technology Officer  
Peace River Manasota Water Supply Authority  
9415 Town Center Pkwy  
Lakewood Ranch, FL 34202-5134

Dear Kevin:

The Credentialing Council recently met to review your professional portfolio. Submission of your portfolio is a significant milestone in your professional career. Congratulations – the Council agreed that you have earned the Public Works Executive (PWE) credential. The American Public Works Association hereby authorizes you to use the PWE designation after your name.

Your certificate and pin will be awarded this year during the APWA Awards & Recognition Ceremony. The APWA Awards ceremony will be held on Monday, August 27, at the Kansas City Convention Center; you and your mentor will be mentioned during the program. If you cannot attend the ceremony, your pin and certificate will be presented at a chapter event or mailed to you. A news release will be prepared for your local paper; Kevin Clark will contact you before PWX regarding the news release.

Please remember that you will need to continue your professional development by accruing professional development hours to maintain your credential. You will receive information in a separate communication that will contain the form to record your hours and information about what constitutes professional development hours. Examples of acceptable activities include volunteering at your chapter, publishing articles, and making presentations at schools during National Public Works Week.

If you have any questions, please feel free to contact staff at [certification@apwa.net](mailto:certification@apwa.net), congratulations, again, on your accomplishment.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Lawlor', written over a circular stamp or seal.

John Lawlor, Chair  
DCS Center Credentialing Council

cc: John Lawlor  
Teresa Scott, Mentor

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*October 3, 2018*

**CONSENT AGENDA**  
**ITEM 1**

**Minutes of July 25, 2018 Board of Directors Meeting**

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**Recommended Action -**

**Motion** to approve minutes of July 25, 2018 Board of Directors meeting.

Draft minutes of the July 25, 2018 Board of Directors meeting are provided for Board approval.

**Attachments:**

Draft Minutes of July 25, 2018 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

July 25, 2018

***Board Members Present:***

Commissioner Alan Maio, Sarasota County, Chairman  
Commissioner Ken Doherty, Charlotte County  
Commissioner Priscilla Trace, Manatee County  
Julian DeLeon, Utility Director, Desoto County (Alternate)

***Staff Present:***

Patrick Lehman, Executive Director  
Doug Manson, General Counsel  
Mike Coates, Deputy Director  
Ann Lee, Finance & Administration Manager  
Kevin Morris, Engineering & Projects Manager  
Richard Anderson, System Operations Manager  
Rachel Kersten, Agency Clerk

***Others Present:***

A list of others presents who signed the attendance roster for this meeting is filed with the permanent records of the Authority.

**CALL TO ORDER**

Commissioner Maio called meeting to order.

**INVOCATION**

Commissioner Doherty offered the invocation.

**PLEDGE OF ALLEGIANCE**

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

**HOST COUNTY REMARKS**

Sarasota County Administrator Jonathan Lewis provided the host county welcome and opening remarks.



## CHANGES TO AGENDA

Commissioner Maio asked Mr. Lehman for any changes to the agenda. Mr. Lehman responded the agenda was amended July 23, 2018 and provided to the Board and posted on the Authority's website. Consent Item No. 9 has been deleted and Consent Item No. 8 motion has been revised.

## PUBLIC COMMENTS

There were no public comments.

## PUBLIC HEARING – BUDGET FOR FY 2019

### 1. Open Public Hearing

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

### 2. Presentation of Budget for FY 2019

Mr. Lehman presented the proposed final Budget for FY 2019. 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 2019 was approved by the Board on April 4, 2018 and subsequently posted on the Authority's website along with all supporting data for the public and any interested persons to review. The Board approved the '5-Year Capital Improvements Program and 20-Year Capital Needs Assessment' at the May 30, 2018 Board meeting. The final proposed Budget for FY 2019 is \$59,634,692 and contains no changes from the approved Tentative Budget.

Mr. Lehman gave a budget analysis. The FY 2019 budget contains an increase of roughly \$10.2 million over last year's budget. Key points from this analysis included:

- Costs consistent with increased water demand
- Staffing items including:
  - Personnel compensation increase budgeted at 4%
  - Health insurance increase budgeted at 5%
  - One new staff position - a Land Management/Environmental Monitoring position providing 49 full time employees
- Prioritization of R&R funding to maintain our infrastructure,
- Incorporates FY 2019 costs of adopted 5-Year Capital Improvement Program, and
- Reflects grant funds for CIP projects providing 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 with the slight up-tick this year being specifically related to projects. Mr. Lehman reviewed the key aspects of the budget with the breakdown of expenditures and available funds.

The water rate, member fee and planning assessment for FY 2019 were presented as contained in the budget. The base rate charge [fixed cost based on water allocation] is an increase of less than 1.6%, consistent with the projected increase in water demand. The water use charge [based on actual delivery of water] remains \$0.74 per thousand gallons for the sixth year in a row. The member fee and planning assessment has slightly increased.

Mr. Lehman recommended that the proposed budget of \$59,634,692 for FY 2019 be approved by the board.

Commissioner Maio asked the Board if there were any questions or comments.

Commissioner Doherty stated that with the numerous incoming revenue streams he would like to see a graphic or flow chart showing how these incoming revenues are filtered into each fund, and based on this flow set a policy if one did not already exist.

Mr. Lehman explained that the flow of funds is set by the Authority's bond covenants, and that per Commissioner Doherty's request, he will bring the information and requested graphics as an agenda item at the October meeting.

### **3. Public Comment**

There were no public comments.

### **4. Close Public Hearing**

Commissioner Maio closed the public hearing at 9:46 a.m.

## **BUDGET FOR FY 2019**

### **1. Adoption of Budget for FY 2019**

The proposed Budget for FY 2019 in the amount of \$59,634,692 was presented for Board consideration.

**Motion was made by Commissioner Doherty, seconded by Commissioner Trace, to approve the Budget for FY 2019 in the amount of \$59,634,692. Motion was approved unanimously.**

### **2. Resolution 2018-09 'Resolution Setting Forth Rates, Fees and Charges for FY 2019'**

Resolution 2018-09 formalizes the Board adoption of the Budget for FY 2019 and establishes the rates, fees and charges by the Authority for FY 2019 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 Doherty, seconded by Commissioner Trace, to approve Resolution 2018-09 'Resolution Setting Forth Rates, Fees and Charges for FY 2019'. Motion was approved unanimously.**

## **CONSENT AGENDA**

- 1. Minutes of May 30, 2018 Board of Directors Meeting**
- 2. U.S. Geological Survey Joint Funding Agreement #19ESFL000000107**
- 3. Resolution 2018-10 'Florida Water Professionals Month'**
- 4. Professional Services Contract, Scope and Fee for 'Integrated Regional Water Supply Plan 2020'**
- 5. Policy for Development of SWFWMD Cooperative Funding Initiative Application**

- 6. Annual Regulatory Plan 2018-2019
- 7. Special District Public Facilities Report – 2017 [Reaffirmation with no changes]
- 8. Maintenance Office and Warehouse Construction – Transfer Funds from General Fund to CIP Fund and Approve Bid and Award Contract for Construction to L. Cobb Construction, Inc. for an amount not-to-exceed \$2,544,280.24 [AMENDED; 7/23/2018]
- ~~9. Transfer Funds from General Fund to CIP Fund in the Amount of \$500,000 [REMOVED; 7/23/2018]~~
- 10. Declaration of Surplus
- 11. Authorization for Regional Integrated Loop System Phase 1 Interconnect [U.S. 17 to Punta Gorda] Property Purchase
- 12. Ratify Authorization for Emergency Replacement of Plant 3&4 Transfer Pump Header Piping

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

**REGULAR AGENDA**

**1. Water Supply Conditions - Staff Presentation**

Richard Anderson presented Water Supply Conditions at the Peace River Facility as of July 10, 2018.

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

May Water Demand	19.23 MGD
May River Withdrawals	59.04 MGD
<u>Storage Volume:</u>	
Reservoirs	5.96 BG
ASR	<u>6.85 BG</u>
Total	12.81 BG

Rainfall in the Peace River basin averaged around 11-inches during the month of May. In the month of June, we got another almost 9-inches. As of July 10<sup>th</sup> the basin had averaged about 6-inches total rainfall.

Mr. Anderson reviewed the historical monthly Peace River flows and said that because of the tremendous amount of rain received in May & June river flow averaged about 3,800 CFS during this last reporting period. River withdrawals were suspended through May because the water quality was deteriorated. We re-initiated pumping June 10<sup>th</sup> and averaged about 45 MGD for the month. Through July, the average withdrawal was approximately 60 MGD.

Reservoir storage as of yesterday is right at 6.5 BG. Mr. Anderson stated that the ASR system is still in storage mode with over 6.8 BG in storage.

Mr. Anderson said the Authority and its customers have about 105 MGD in average day production capacity. In the month of June, 22.91 MGD was delivered by the Authority and 46.49 MGD was produced by Authority customers for a total regional production of 69.40 MGD. Of that amount, about

3.48 MGD was exported to non-Authority customers. This makes the total water demand for Authority Customers approximately 65.92 MGD for the month.

Mr. Anderson reviewed the current demand and supply conditions for each of the members/customers for the month of June and the cumulative historical annual average usage of the region. Authority members account for just over 66% of the region's demand.

## **2. On-Going Projects Overview/Status – Staff Presentation**

Kevin Morris gave a presentation detailing status on four of the Authority's currently on-going CIP projects:

1. Regional Integrated Loop System Phase 1 Interconnect Project
2. Regional Integrated Loop System Phase 3B Interconnect Project

Commissioner Doherty asked about the clearance of the aerial crossing at Cow Pen Slough. Mr. Morris responded the design is approximately 4-feet.

3. Peace River Facility Storm Water Management System Improvements
4. Filter Cell Structural Cover Project

Commissioner Maio suggested that the Board stop and discuss the Filter Cell Structural Cover Project and whether or not we should move forward in getting bids on the project.

Commissioner Doherty stated that he felt moving forward and bidding the project was the right way to go because we need to know costs. He asked Mr. Lehman if this project would be an example of the smaller common benefit CIP type project.

Mr. Lehman said yes, because this project would be beneficial to all customers across the board.

Commissioner Doherty suggested using this as an example to aid the authority in framing a common benefit project definition and policy.

Commissioner Maio asked if the consensus of the Board would be to ask for 180-day guarantee on any bids received. The Board members agreed that this would be appropriate.

## **3. Partially Treated Water ASR Pilot Test Results and Next Steps – Staff Presentation**

Mike Coates presented the Board with update on the Partially Treated Water ASR Pilot to review testing results and discuss next steps.

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 Facility, it is operationally expensive. Water in ASR is treated twice to drinking water standards; first on injection in accordance with our existing operations permit for ASR; and again upon recovery. Operationally this makes water from ASR twice as expensive as water from the raw water reservoir system.

Converting to a partially treated ASR system (minimal filtration and possibly disinfection prior to injection) has the potential to offer cost savings, improve ASR recovery efficiency, and may provide

opportunities to obtain groundwater credit for over-recharging the Floridan Aquifer in the Southern Water Use Caution Area.

Mr. Coates stated that cycle testing began in February 2017 and was completed in January 2018. Data collection associated with the test was completed in early February and the evaluation of test data then began. The reported water quality summary results from this pilot testing are in and what we have seen is a gradual increase of arsenic in storage zone wells in the area of influence of the test wells. We've also seen an increase of coliform bacteria in some monitoring wells in the area of influence, specifically high in M-12, M-14 & M-15, and E-coli in some of the samples, but at low levels.

As for the well performance summary results, Mr. Coates said that the testing showed that the filter bags removed large particulates, but there was a small loss of capacity associated with algae and fine sediment. However, it was found that brief recovery periods from well and pump-surge was effective in restoring this capacity.

Mr. Coates explained that overall what we've learned is that Partially Treated Water ASR is feasible here. It will require permit modification and ZOD (zone of discharge) or WQCE (water quality criteria exemption) and the implementation plan would require more details such as: a new pump station at Reservoir 1, then possible addition of filtration and disinfection, additional property control and monitoring wells, and possible reconfiguration of the production wells. Mr. Coates stated that it may be in the Authority's best interest to consider incremental implementation to get a better handle on probable costs. This would involve conversion of ASR wellfield 2 first.

The next steps in this process will occur over the next 12 – 15 months and include finalizing the draft report from testing, obtaining permitting that authorizes use of partially treated water ASR, contracting for design services and then reviewing project needs and costs at the end of preliminary design.

Mr. Coates then requested a motion from the Board to move forward with permitting for the use of fully treated drinking water and/or partially treated surface water (at the Authority's option) for ASR Wellfields at the Peace River Facility.

Commissioner Maio asked if it would make sense to add a section on investigating the cost of purchasing additional land shown by Mr. Coates adjacent to the RV Griffin Reserve and ASR wellfield to the list of next steps for the project.

Mr. Coates stated that yes, that can be added to the list.

Commissioner Doherty agreed and said that with \$1.5 million dollars per ASR well, it makes sense to see what kind of costs would be involved with property acquisition and the feasibility of these purchases.

Commissioner Trace stated that she is not opposed with acquiring more property, but she is concerned that enough testing has not yet been done related to this project and putting bacteria down into the aquifer. She continued to say that she fully supports moving forward with additional testing, but feels it is too soon to move forward with putting water down into the aquifer at this point.

Commissioner Maio asked if he understood correctly that to move forward with permitting we would have to perform quite a bit more testing.

Mr. Coates stated that he believes we have enough information to move forward to submit for permit of the project, but not enough information to build it. The first step in the process would be to get a permit for this project. If we can't get a permit there is no need to do anything else. The staff recommendation is

to go ahead and investigate purchasing the property so that we may then attempt to obtain the permitting. Once that permitting is done, with board approval we can begin the preliminary design work and any additional testing.

Commissioner Trace asked if the Authority obtains the permit, would we go ahead and proceed regardless? She again stressed her concerns for additional testing and stated that it's the verbiage of the motion that causes the concern.

Mr. Manson clarified that the motion requested is to just move forwarding with permitting at this point. The Authority is not requesting a motion to grant the ability to actually move forward with injecting at this time. He stated that the concept is to perform future testing before going any further, the current goal and request is to gain consensus on moving forward with permitting the project.

Commissioner Doherty stated that permitting is the first domino that has to fall in this process to see if this all is even possible, and supports moving forward with that aspect.

**Motion to move forward with investigating the cost of property acquisition and permitting for the use of fully treated drinking water and/or partially treated surface water (at the Authority's option) for ASR Wellfields at the Peace River Facility was made by Commissioner Trace, seconded by Commissioner Doherty. Motion was approved unanimously.**

#### **4. Board Meeting Video Procedure**

Mr. Coates presented the Board with an update to the request made by Mr. Lehman at the last meeting to look into options to video Board meetings that are currently in the dark; primarily the DeSoto County and Peace River Facility venues. Staff has retained a firm in the past to video at these locations but they were not particularly reliable post production. Staff obtained a proposal for video with a new vendor and if the Board would like we can move forward with contracting these services. The quote currently is for approximately \$1,400 per meeting for the recording and post production work involved, including embedding the slideshows.

Commissioner Doherty said he appreciated Mr. Coates bringing this forward again and feels that it is important to be consistent and have the video of each of these meetings.

Commissioner Maio stated that of all the things we are currently in the mix of, \$1400 is a nominal expense to do this.

The Board gave consensus that this is something they approve and would like staff to move forward with securing video of meetings.

#### **5. Lakewood Ranch Office Acquisition Study**

Ann Lee gave a presentation to the Board on the Authority's Administrative office located in Lakewood Ranch, which was listed for sale in October 2017.

The Authority's current lease term on the building is 3 years with 2% annual escalation (ending April 31, 2020) and the option to renew at same terms for an additional 3 years. The current lease payment is

\$13.60 per ft<sup>2</sup> (\$102,448.80 annually) with Common Area Maintenance (CAM) costs of \$6.40 per ft<sup>2</sup> (\$48,211.20 annually).

The property is not currently under contract and the owners are giving the Authority the first right of purchase. Ms. Lee stated that when we learned that the building was on the market, we asked Susan Goldstein to update the sales market study that she performed last year in conjunction with our lease renewal. Ms. Goldstein reviewed both the current properties on the market and recently sold properties that were the most similar to the Lakewood Ranch office and within a 5-mile radius. Her report indicates that the market value of the property is between \$1.5 million and \$2 million.

Mrs. Lee explained that if the Authority were to purchase the currently leased property, there could be substantial cost savings as the Authority would not be subject to property taxes and would not need a property manager. Additional benefits include a short-term revenue stream from the other building tenant, as well as having the ability to easily expand into the tenant's space the future as may be needed.

Ms. Lee then asked for the Board's direction to move forward with negotiations for the potential purchase of the Lakewood Ranch Administrative Office.

Commissioner Doherty stated that he is in favor of owning something versus leasing something, and with the Authority planning on being around forever, it makes sense. However, he stated that he would not only like to look at this option, but also investigate the option and feasibility of relocating the administrative staff to the facility in DeSoto County.

Ms. Lee stated that we could explore the idea and feasibility of the facility for an administrative office.

Commissioner Trace said that her only question would be where is the money for the acquisition going to come from, and stated that as far as potentially building an administrative office down south as an alternative – we need to ask the staff where most of their work is done. Relocating them to DeSoto County may not be the most efficient manner of business.

Commissioner Maio stated that he would also like to add that the potential savings of relocating those staff members is not worth losing them because of distance. He also stated that it would be important to let the tenant know during this process that we are in no rush to have them vacate. Part of the attraction of potential acquisition is their monthly rent payment.

**Motion to move forward with negotiating a purchase price and conducting a feasibility study on the most cost-efficient location for the administrative staff was made by Commissioner Trace, seconded by Commissioner Doherty. Motion was approved unanimously.**

## BOARD DISCUSSION AGENDA

1. Authority Business Plan for CIP
  - a. Current Business Model/Members' Investment and Methodology
  - b. Future Business Plan/Next Steps

Mr. Lehman presented the Board with a review of the Authority history, the current business model and Member's investment & methodology, and then opened the discussion on the Authority's future business plan and next steps.

Commissioner Maio thanked Mr. Lehman for bringing all of these items up for discussion and stated that he would like to hear from his fellow commissioners as to their thoughts on creating time to address these things and he would personally would like to see an expanded workshop on the issues.

Commissioner Trace stated that she felt it would be best to have just a workshop, separate from the regularly planned Board meeting to sit down and discuss these items. We are not reinventing the wheel, there are a lot of people out there doing what we are in different ways, and we should be able to come up with a business model. She again stated that she agreed with Commissioner Maio that a less formal and separated workshop setting would be beneficial to cover this stuff.

Mr. DeLeon gave an example of pipeline relocations and asked Mr. Lehman how things of that nature would be funded.

Mr. Lehman stated that we are just starting to run into that sort of situation, specifically in Charlotte County where Kings Highway may be widened eventually, and it is a question that needs to be discussed and answered by the Board.

Commissioner Doherty thanked Commissioner Maio for coming right out and saying that we need more workshops, and commended Mr. Lehman on his presentation and framing the major elements that need discussion. He stated that we sort of hit on some of these during the very first workshop in Lakewood Ranch when we talked about doing an inventory of everything that's out in the region and discussed the members and the customers that will undoubtedly be facing expansion issues in the future. Are they going to expand their supplies in their facilities on their own nickel etcetera, but right now they are interconnected with us and that might be an option for these municipalities down the road as opposed to expanding their facilities.

Commissioner Doherty continued and said again, we need to spend a lot more time on the four major categories Mr. Lehman outlined in his presentation and that we try to tackle all this as a process. He stated that he would recommend putting together a bullet list of the policy gaps needed, a list that we can add to as time goes on, and one that the Authority staff can then take and really engage with our staffs, administrators, managers, and directors to work over some of the details around these policies. Commissioner Doherty said he thought it would be wise for us to get their staff involved with this early on before the Board sits down and gets too deep into the policy making process itself. This approach is going to take more coordination and time to accomplish – getting all these staff members in the same room at the same time will be a challenge – he reiterated that he thinks this will be the best and most efficient way for us to do this.

Commissioner Maio stated that he knows Mr. Lehman does get together with all the members staff from time to time, and that he personally is sensitive to the fact that he does not want to get ahead of the rest of his Board of County Commissioners, nor does he want to get too far out to field without talking to staff.



Commissioner Maio said that with that in mind he likes the idea of the bullet list and laying out a number of workshops. But before these workshops, having the Authority staff meet with their staff for review of the bullet items to be discussed.

Commissioner Maio then posed the question to the Board on how often and what length of time is everyone willing to meet on the bulleted items? He stated that personally he feels that if we are going to do a workshop in a setting that's more comfortable then he is not opposed to a 3 or 4-hour workshop with a break in the middle, but would like to hear from everyone else on how frequent if we want to do this and still maintain our regular schedule of every other month.

Commissioner Trace stated that she has no problem with the workshops as long as there is a day that everyone can all meet, and that she would recommend keeping the meeting schedule as is and plan workshops in addition to this as needed. She said that she is not opposed to working through lunch and getting in 5 or 6 good hours to cover what is needed if necessary.

Commissioner Doherty stated that he feels as if we really need to increase the frequency of our meetings, and that he will defer and let Mr. Lehman lead the way on working with all of the staff on making that happen. The challenge will be at the beginning of the process, getting that bulleted list together, and then meeting to get the Boards agreement on the list of policies that we need so that the staff meetings can begin.

Commissioner Maio addressed Mr. Lehman and stated that a good path may be to take the time between now and the next meeting to compile a bullet list of issues and then review it in October with the Board to get the greenlight on the items and go from there.

Mr. Lehman said that he believes it is reasonable to come back to the October Board meeting with that list and asked for confirmation that the Board is comfortable with waiting until this time rather than attempting to schedule another additional meeting between now and then for this.

Commissioner Maio confirmed that yes, that he thinks that this is a great plan.

#### **GENERAL COUNSEL'S REPORT**

Mr. Manson provided a brief litigation update on the seven petitions filed. A hearing has been set on the matter for between January 28, 2019 – February 15, 2019. A motion to dismiss based on speculative claims were filed last week on all seven of the petitions by both the Water Management District and The Authority. The hope is that within the next 30 – 45 days we will have a response on these motions.

Mr. Manson also stated that he was approached by the Counsel for the City of Lakeland with an indication that they would be interested in mediation for settlement. He stated that he has always been of the mind that if there is a chance to reach settlement without litigation, then that is the way to go. Mediation is nonbinding and he has not received any settlement offers up to this point. Mr. Manson stated that because there is the potential for these offers, he would like to request a closed-door session to discuss the litigation and mediation strategies with the Board as it relates to the filed petitions.

Commissioner Doherty stated that he appreciates Mr. Manson requesting the Closed-Door Session and said that he feels like mediation seems like a good approach given it is non-binding.

DRAFT

**EXECUTIVE DIRECTOR’S REPORT**

Mr. Lehman reminded the Board that the annual Water Forum is scheduled in Orlando for October 4<sup>th</sup> & 5<sup>th</sup>, and said that he would be sending out an email with additional information to Board Members shortly.

**ROUTINE STATUS REPORTS**

There were no Board comments on routine status reports.

**BOARD MEMBER COMMENTS**

Commissioner Doherty asked that the Authority staff insure that they are keeping on top of the conversations surrounding the Mosaic watershed situation and commenting as appropriate

Mr. Manson confirmed that we are monitoring and staying abreast of all conversations and participate as needed.

**PUBLIC COMMENTS**

There were no public comments.

**ANNOUNCEMENTS**

Next Authority Board Meeting  
Wednesday, October 3, 2018 @ 9:30a.m.  
DeSoto County Administration Building  
Commission Chambers, First Floor  
201 East Oak Street, Arcadia, Florida

Future Authority Board Meetings  
December 5, 2018 @ 9:30 a.m. – Charlotte County Administration Center, Port Charlotte, Florida

**ADJOURNMENT**

There being no further business to come before the Board, the meeting adjourned at 11:38 a.m.

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Commissioner Alan Maio  
Chairman

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*October 3, 2018*

**CONSENT AGENDA**  
**ITEM 2**

**Transfer of Funds from General Fund to Utility Reserve Fund**

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**Recommended Action -**

**Motion** to approve the transfer of \$330,000 from the General Fund to the Utility Reserve Fund.

In accordance with the Authority's Budget Policies [February 6, 2013], the Authority is to maintain an uncommitted Utility Reserve Fund with a minimum balance equivalent to 180 days of the total operations and maintenance expenditures as reflected in the annual budget. The Approved FY2019 Budget included total operation and maintenance expenses of \$19,514,400 of which 180 days' worth of the total expenditures is \$9,757,000. The current Utility Reserve Fund balance is \$9,427,000. Adequate funds currently exist in the General Fund (Operations) to transfer the additional \$330,000 to the Utility Reserve Fund to comply with the Authority's policies.

**Budget Action:** None

**Attachments:**

Tab A Authority Budget Policies [February 6, 2013]

Tab B Authority Fund Balances [August 31, 2018]

**TAB A**  
**Authority Budget Policies [February 6, 2013]**

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

## BUDGET POLICIES

### Purpose and Intent:

1. Establish policies for reserve accounts.
2. Identify the funds to which the policies apply.
3. Provide guidance as to how reserves are to be used and replenished.

### General Considerations:

1. To maintain adequate reserves is important for the Authority's financial well-being, and for being prepared for periods of time of revenue shortfalls, natural disasters, unanticipated expenditures, and to ensure stable water rates.
2. Adequate fund balance levels are essential component of the Authority's overall financial management and a key factor in measurement of the Authority's financial strength by bond rating agencies.
3. The Authority seeks to maintain the highest possible credit ratings that can be achieved without compromising the mission of the Authority and meeting all contractual obligations.
4. The Authority will adopt fund classification guidelines reflecting the Government Accounting Standards Board (GASB) Statement No. 54.

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

## BUDGET POLICIES

### 1. Unrestricted Cash Reserve Policy [Redefine Existing Policy]:

#### Utility Reserve Fund:

The Authority establishes a policy to maintain an uncommitted Utility Reserve Fund with a minimum balance equivalent to 180 days of the total operations and maintenance expenditures in the Authority's annual budget. Utility Reserve Fund is the residual classification for the Enterprise Fund and represents fund balance that has not been restricted, committed or assigned to specific purposes within the Enterprise Fund.

### 2. Rate Stabilization:

The Authority establishes a policy to maintain Rate Stabilization account that can be used to mitigate water rate increase in the Authority's annual budget. The Authority Board of Directors may transfer into the Rate Stabilization Reserve such moneys which are on deposit in the Utility Reserve Fund as it deems appropriate. It is the goal of the Authority to maintain a balance at the end of each fiscal year of \$1 million in the Rate Stabilization account.

### 3. Renewal and Replacement Fund:

The Authority's bond documents [2005 Bonds and 2010 Bonds] establishes a Renewal and Replacement Reserve Fund requirement on the date of calculation, an amount of money equal to (1) five percent of the Gross Revenues for the preceding fiscal year or (2) such greater or lesser amount as may be certified by the consulting engineers in an amount appropriate. The Authority establishes a policy to maintain a minimum balance in the Replacement and Renewal Reserve Fund of two million dollars unless either of the above conditions requires a greater minimum amount be maintained in the fund.

Renewal and Replacement charges are established by the Authority for the exclusive purpose of funding renewals and replacements of water supply facilities. The charges are established to satisfy the requirements of the Authority's obligations and shall be set forth in the annual budget approved by the Authority board of directors. Renewal and Replacement costs are the capital expenditures set forth in the annual budget approved by the Authority board of directors for the ordinary renewal, replacement, upgrade and betterment of water supply facilities. Renewal and Replacement costs do not include capital expenditures associated with the expansion or addition of water treatment, storage, pumping or transmission capacity or the costs associated with reconstruction of any major components of the water supply facilities.

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

## BUDGET POLICIES

### 4. Debt Service Coverage:

For each fiscal year, the Authority covenanted in Bond resolutions to fix, establish, maintain and collect such rates, fees and charges, and revise them from time to time, whenever necessary, so as to always provide in each fiscal year net revenues equal to (1) at least 115% of the annual debt service becoming due in such fiscal year; and (2) at least 100% of any (a) amounts required by the terms of the Bond resolutions to be deposited in the Reserve Account or with any issuer of a Reserve Account Letter of Credit or Reserve Account Insurance Policy in such fiscal year, and (b) any payments required to be made to Charlotte County and DeSoto County pursuant to the Master Water Supply Contract due in such fiscal year.

The Authority establishes a policy to budget for debt service coverage of 150% to assure compliance with bond covenants and maintain the highest possible credit ratings that can be achieved without compromising the mission of the Authority and meeting all contractual obligations. Debt service coverage is budgeted based on each customer's respective debt obligation. Funds budgeted for debt service coverage for each customer is to be maintained on behalf of that customer.

### 5. General Fund [Operation, Maintenance and Administration Fund]:

Moneys in the Revenue Account shall first be used each month to deposit in the General Fund [aka Operation, Maintenance and Administration Fund] such sums as are necessary to pay operations and maintenance costs for the ensuing month; provided the Authority may transfer moneys from the Revenue Account at any time to pay operating and maintenance costs to the extent there is a deficiency in the Operation, Maintenance and Administration Fund for such purpose. Amounts in the Operation, Maintenance and Administration Fund shall be paid out from time to time by the Authority for operating and maintenance costs. The Authority establishes a policy to fund an operating reserve within the Operation, Maintenance and Administration Fund in an amount which shall be equal to the monthly average of operating and maintenance costs for the preceding fiscal year as provided in the Authority's preceding budget. Moneys in the operating reserve shall be used to pay operating and maintenance costs to the extent other moneys in the Operation, Maintenance and Administration Fund are not available for such purposes.



**TAB B**  
**Authority Fund Balances [August 31, 2018]**



<b>Fund Balances as of August 31, 2018</b>	<b>GENERAL FUND [OPERATIONS]</b>	<b>RENEWAL &amp; REPLACEMENT FUND</b>	<b>RATE STABILIZATION</b>	<b>SINKING FUND</b>	<b>UTILITY RESERVE FUND</b>	<b>CONSTRUCTION</b>	<b>TOTAL</b>
ACCOUNTS							
PNC - Checking	\$2,554,192					\$558,795	\$3,112,987
SBA Account Fund	\$3,504,582	\$2,976,657	\$2,025,390	\$6,125,334	\$9,427,583	\$6,049,482	\$30,109,028
<b>FUND BALANCE</b>	<b>\$6,058,774</b>	<b>\$2,976,657</b>	<b>\$2,025,390</b>	<b>\$6,125,334</b>	<b>\$9,427,583</b>	<b>\$6,608,276</b>	<b>\$33,222,014</b>
Orange Hammock Easement (BOD Approved 4/4/18)	(\$2,000,000)						(\$2,000,000)
<b>ADJUSTED FUND BALANCE</b>	<b>\$4,058,774</b>	<b>\$2,976,657</b>	<b>\$2,025,390</b>	<b>\$6,125,334</b>	<b>\$9,427,583</b>	<b>\$6,608,276</b>	<b>\$31,222,014</b>

Budget Policies

- General Fund: Policy to fund an operating reserve within the General Funding an amount which shall be equal to average monthly O&M costs. [approximately \$3.2 M]
- R&R Reserve Fund: Policy to maintain a minimum balance in the R&R Reserve Fund of \$2 M.
- Rate Stabilization Account: Goal to maintain balance at the end of each fiscal year of \$1 M.
- Utility Reserve Fund: Policy to maintain an uncommitted balance of 180 days of O&M expenditures in the Authority's annual budget. [approximately \$9.2 M]

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*October 3, 2018*

**CONSENT AGENDA**  
**ITEM 3**

**Disbursement of Funds for**  
**FY 2018 Debt Service Coverage Payments**

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**Recommended Action -** **Motion** to approve fund disbursements in accordance with the FY 2019 Budget.

Funds were collected for debt service coverage to meet bond covenants in the base rate charge from Authority Customers in FY 2018. The FY 2019 Budget includes the disbursement of these funds back to the respective Customers. The disbursements of funds as approved in the FY 2019 Budget are shown below.

<b>Customer</b>	<b>Fund Disbursement</b>
Charlotte County	\$268,843
DeSoto County	\$33,813
Sarasota County	\$889,570
City of North Port	\$153,408
Total	\$1,345,634

**Budget Action:** No action needed.

**Attachments:**  
FY 2019 Budget page 6

Peace River Manasota Regional Water Supply Authority  
FY 2019 Budget

EXPENDITURES	Administrative Office	Facilities	Total Enterprise Fund
<b><u>NON-RATE RELATED EXPENDITURES</u></b>			
<b>Projects</b>			
CIP Projects		19,275,000	19,275,000
Renewal & Replacement Projects		2,594,900	2,594,900
Resource/Supply Development Projects		200,000	200,000
Subtotal		22,069,900	22,069,900
<b>Fund Disbursements</b>			
Charlotte County		268,843	268,843
DeSoto County		33,813	33,813
Sarasota County		889,570	889,570
North Port		153,408	153,408
Subtotal		1,345,634	1,345,634
<b>Total Non-Rate Related Expenditures</b>		<b>23,415,534</b>	<b>23,415,534</b>
<b>Total Expenditures</b>	<b>764,200</b>	<b>58,870,492</b>	<b>59,634,692</b>

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*October 3, 2018*

**CONSENT AGENDA**  
**ITEM 4**

**Consultant Ranking and Agreement for Professional Services Related to the  
Maintenance Facility Project Construction Phase Services**

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**Recommended Action -**

**Motion** to approve consultant ranking and authorize the Executive Director to execute the Agreement for Professional Services Related to the Maintenance Facility Project Construction Phase Services with AECOM Technical Services, Inc. for an amount not-to-exceed \$260,170.

The Authority has a need for Construction Phase Services (professional engineering and inspection services) for the Maintenance Facility Project which will begin construction in late October. The construction contract for this project was awarded at the July 25, 2018 Board Meeting to L. Cobb Construction of Wauchula, Florida.

Advertisement for Construction Phase Services (professional engineering and inspection services) was published on August 2, 2018. Only one Statement of Qualification was timely received in response to the advertisement, that being from AECOM Technical Services, Inc., the firm that designed the Maintenance Facility. In accordance with Authority procurement policy, the Authority's Professional Services Evaluation Committee (PSEC) reviewed the SOQ in a publicly noticed meeting. The PSEC recommendation, accepted by the Executive Director, ranked AECOM Technical Services as the top-ranked firm for this project and authorized negotiations for a contract, scope and fee with AECOM for the Construction Phase services (professional engineering and inspection) on the Maintenance Facility.

Staff has negotiated an agreement providing scope and fee and recommends the Board approve consultant selection and authorize the Executive Director to execute the Professional Services Agreement for Maintenance Facility Project Construction Phase Services with AECOM Technical Services, Inc. in an amount not-to-exceed \$260,170, which includes an owner's contingency in the amount of \$15,000 to be used at the discretion of the Executive Director as may be needed for unforeseen issues.

**Budget Action** – No action needed (Project funded in the FY 2019 budget and 5-year CIP).

**Attachments:**

- Tab A Staff Memorandum (includes: evaluation committee meeting score tabulation, agenda, sign-in sheet as well as the Notice of Intended Decision and Request for Qualifications)
- Tab B Agreement (includes Contract, Work Order, fee schedule, Insurance Certificates and submitted SOQ)

TAB A

Staff Memorandum

(includes: evaluation committee meeting score tabulation, agenda, sign-in sheet  
as well as the Notice of Intended Decision and Request for Qualifications)

## MEMORANDUM

DATE: October 3, 2018

TO: Patrick Lehman, Executive Director

FROM: Ford Ritz, Project Manager

RE: Peace River Maintenance Facility  
Construction Phase Professional Engineering Services

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### **Recommendation**

Staff recommends Board approval of the Agreement for Construction Phase Professional Engineering Services with AECOM Technical Services Inc. for the Peace River Maintenance Facility (Maintenance Facility) at a cost not to exceed \$260,170.00, inclusive of a \$15,000.00, Owner's Allowance.

### **Background**

The Authority requested (advertised) for Consultant Statements of Qualifications (SOQs) for construction phase engineering services for the Maintenance Facility on August 2, 2018. Notification of the project opportunity was publically advertised and distributed to every consultant who is a current member of the Authority's library of as-needed consultants. However, only AECOM Technical Services, Inc., who is also the Maintenance Facility Design & Permitting - Engineer-of-Record timely, submitted an SOQ package by the September 4, 2018 deadline.

The Authority Professional Services Evaluation Committee (PSEC) reviewed and discussed AECOM's submittal on September 6, 2018. Review criteria included: (1) Consultant Competence and Qualifications, (2) Consultant Experience on Similar Projects, (3) Project Manager Qualifications and Experience, (4) Consultant Staff Resources Availability, (5) Consultant Past Record on Authority Projects, and (6) Office Proximity to Authority Service Area. The committee rank sheet is attached.

The PSEC found AECOM Technical Services, Inc. to be well qualified for the project and made a recommendation to the Executive Director that they be selected for the project. Based upon feedback from the PSEC, the Executive Director approved staff to negotiate the agreement and scope and fee for construction phase services with AECOM Technical Services, Inc. The Agreement (contract, scope and fee) for construction phase professional engineering services is attached.

<b>Ranking</b>	<b>Firm</b>	<b>Office Location</b>
1	AECOM Technical Services, Inc.	Fort Meyers

### **Description of Project**

The new Maintenance Facility will provide one location for Maintenance Staff. Likewise instruments, equipment and materials storage will be consolidated. The facility is comprised of a 4,225-sf single story masonry-type office building providing multiuse office/work space and an adjacent 7,530-sf metal warehouse, with a climate-controlled room for sensitive equipment, and a 1,400-sf covered area for vehicle and equipment storage. Other improvements includes site work, paving, sidewalks, storm water management appurtenances, exterior lighting and installation of a package sanitary lift station and associated force main.

### **Discussion**

As Engineer-of-Record during construction, AECOM Technical Services, Inc. will provide professional engineering services including; construction administration, and specialty construction inspection services. This includes, preparing conformed documents, issuing the Notice-to-Proceed to the Contractor, review of Contractor submittals, schedules, payment applications, preparing requests for information, performing routine and specialty inspections, verification of materials, documentation of construction, management of material testing and surveying sub-consultants, preparing work change directives, conducting project progress meetings, preparing record drawings, completion of project close out documentation and providing assistance and guidance to Authority Staff during construction. As a cost savings, Authority Staff will perform much of the onsite inspection duties and documentation of work progress. The Maintenance Facility project is scheduled for completion in the fall of 2019.

Copies of the following are attached:

- 1) Evaluation committee ranking form
- 2) Public meeting agenda and sign-in sheet
- 3) Notice of Intended Decision
- 4) Request for Statement of Qualifications
- 5) AECOM Technical Services, Inc. Work Order Scope and Fee



**Peace River Manasota Regional Water Supply Authority**  
**Maintenance Facility: Professional Engineering Construction Phase Services SOQ**  
**Tabulation Sheet**

**PSEC Meeting: September 6, 2018 @ 2:00 pm**

CONTRACTOR	Criteria						TOTAL (100 points)
	1 (20 points)	2 (20 points)	3 (40 points)	4 (10 points)	5 (5 points)	6 (5 points)	
Aecom	19	19	37	8	4	4	91

Criteria:

- 1 Consultant (team) Competence/Qualifications
- 2 Consultant (team) Experience on Similar Projects
- 3 Project Manager Qualifications and Experience
- 4 Consultant Staff Resources Availability
- 5 Consultant (team) Past Record on Authority Projects
- 6 Office Proximity to Authority Service Area

Member Signatures:



Richard Anderson, Systems Operations Manager (PRMRWSA)



Ford Ritz, Project Engineer III (PRMRWSA)



Tom Dobbs, Construction Manager (PRMRWSA)



Chris Rogers, Project Manager (PRMRWSA)



# Peace River Manasota

Regional Water Supply Authority

## **SELECTION COMMITTEE MEETING**

**REQUEST FOR STATEMENT OF QUALIFICATIONS  
Maintenance Facility Construction Phase Services**

**September 6, 2018 @ 2:00 PM  
9415 Town Center Pkwy, Lakewood Ranch, FL 34202**

## **AGENDA**

### **Selection Committee Members**

Richard Anderson, Systems Operations Manager (PRMRWSA)

Ford Ritz, Project Engineer III (PRMRWSA)

Tom Dobbs, Construction Manager (PRMRWSA)

Chris Rogers, Project Manager (PRMRWSA)

### **Firms Submitting SOQ**

**Submittal Date: September 4, 2018 @ 2:00 PM**

AECOM Technical Services, Inc.

**CALL TO ORDER**

**PUBLIC COMMENTS**

**REVIEW SOQ REQUIREMENTS AND SCOPE**

**DISCUSSION OF SOQ SUBMITTALS**

**RANK FIRMS**

**ADJOURN**



# Peace River Manasota

Regional Water Supply Authority

## SELECTION COMMITTEE MEETING

REQUEST FOR STATEMENT OF QUALIFICATIONS  
Maintenance Facility Construction Phase Services

September 6, 2018 @ 2:00 PM  
9415 Town Center Pkwy, Lakewood Ranch, FL 34202

### SIGN IN SHEET

Name	Signature
CHRIS ROGERS	Chris Rogers
Ann Lee	[Signature]
Ford Ritz	Ford Ritz
Tom Dobbs	Tom Dobbs
RICHARD ANDERSON	Richard Anderson

**NOTICE OF INTENDED DECISION FOR AWARD OF CONTRACT -  
PROFESSIONAL ENGINEERING SERVICES:  
MAINTENANCE FACILITY CONSTRUCTION PHASE SERVICES**

**Recommended Action -**

**Motion** to approve Professional Services Evaluation Committee recommendation and authorize the Executive Director to execute the negotiated a contract, scope and fee for Professional Engineering Services to perform and complete the Maintenance Facility Construction Phase Services Project.

Statements of Qualification were requested from consultants for the purpose of providing 'Professional Engineering Services' to perform and complete the Maintenance Facility Construction Phase Services Project in accordance with the Authority's Procurement Policy. One (1) Statement of Qualification was timely received by the September 4, 2018 submittal deadline and was evaluated and ranked by the Authority's Professional Services Evaluation Committee (PSEC) in accordance with the Authority Procurement Policy.

Staff recommends that the Executive Director approve the PSEC ranking and recommendation, and negotiates a contract, scope and fee for 'Professional Engineering Services' to perform and complete the Authority's 'Maintenance Facility Construction Phase Services Project' with AECOM Technical Services, Inc. The negotiated contract, scope and fee will be presented to the Authority Board for consideration at a future Board meeting.

<b>Firm</b>	<b>Office Location</b>
AECOM Technical Services, Inc.	Fort Myers, FL

**Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security requirement by law within the time allowed for filing a bond shall constitute a waiver of proceeding under chapter 120, Florida Statutes.**

Posted: September 6, 2018

Revised September 7, 2018

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**INFORMATION PACKAGE**  
**for**  
**PROFESSIONAL ENGINEERING SERVICES**  
**for the**  
**MAINTENANCE FACILITY PROJECT CONSTRUCTION PHASE SERVICES**  
**REQUEST FOR STATEMENT OF QUALIFICATIONS**

The Peace River Manasota Regional Water Supply Authority (Authority) is requesting ‘Statement of Qualifications’ (SOQ) from consultants (Consultant) to perform and complete construction phase services (Project) associated with the construction of two structures: a single story, masonry-type office building that measures 4,225 sf along with a 7,530 sf metal warehouse building located adjacent to the office building (Facilities Construction). The Facilities Construction includes other site work such as the installation of a small sanitary package lift station with a short force main as well as associated storm water management appurtenances and asphalt paving work.

**AUTHORITY BACKGROUND**

The Authority is an independent special district of the State of Florida, created and existing pursuant to Chapter 373, 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 Authority’s 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 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 system also includes approximately 70 miles of large-diameter drinking water transmission system pipelines and associated remote pumping stations and finished water storage tanks.

**SCOPE OF SERVICES**

The Consultant will provide all engineering, architectural, materials testing, surveying, construction management, and inspection services for the Facilities Construction to be built at the Peace River Facility. The Facilities Construction has been designed and permitted by the design engineer-of-record AECOM Inc. The Authority has accepted a bid for project construction for approximately \$2.5 Million. The Authority is now soliciting the services of a consultant to provide engineering services for the construction phase of the Project. Specific

areas of responsibility will include, but not be limited to, the following:

- Coordinate and issue Notice to Proceed to Contractor.
- Plan, coordinate, and conduct project meetings with Contractor and/or Authority Staff including development and distribution of meeting minutes.
- Review and processing of Contractor pay requests including verification of stored materials.
- Technical submittal review, processing, and tracking using online tools to facilitate and accelerate this process.
- Review of the drawings and specifications as necessary to respond to Requests for Information/Clarification by Contractor.
- Interface with Authority staff for all utility locates.
- Various materials testing needs as required.
- Work change directive development, coordination, and negotiation.
- Change order development, coordination, and negotiation.
- Periodic construction inspection to confirm professional and workmanlike standards are being met by tradesmen and to insure the site is being kept in an orderly, neat, and clean appearance.
- Pre-pour slab inspections to verify rebar schedule and placement, any associated conduits to be embedded, quality and condition of formwork and that any anchor bolt placement templates are properly secured and positioned.
- Coordinate with Contractor for material deliveries to avoid impacts to Authority operations while maintaining security protocols.
- Take digital photographs of the work as it progresses as well as any trenches dug before they are filled/covered and the work is concealed from view.
- Quality control verification that items delivered meet specifications approved.
- Interface with and accompany regulatory agency personnel on any site inspections.
- Review and analysis of Contractor schedule submittals.
- Review and analysis of any Contractor claims, including weather-related claims.
- Periodic review of Contractor as-built information.
- Survey work as needed to establish benchmarks, re-establish benchmarks that may become destroyed during the course of the work and surveying to verify Contractor grades, slopes, and as-built information.
- Coordinate walk-through inspections and development and management of punchlist items related to closeout procedures.
- Coordinate and issue certificates for Substantial Completion and Final Completion to Contractor.
- Manage and consolidate warranty certificates in a notebook with appropriate start and expiration dates.
- Develop a final reconciliatory change order.
- Preparation of final Record Drawings.

## BACKGROUND MATERIALS

The documents listed below for the Project are available for downloading by visiting the Authority's website at [www.regionalwater.org](http://www.regionalwater.org) and clicking on the Procurement Tab. These items are also available for review at the Authority's administrative office at 9415 Town Center Parkway, Lakewood Ranch, Florida 34202 (if interested - please contact Rachel Kersten for appointment 941-316-1776).

1. Facilities Construction ('Maintenance Facility Project') – Bid Documents Package.
2. Bid Tab with Notice of Intended Decision and Engineer's letter of recommendation for the Facilities Construction ('Maintenance Facility Project').

### GENERAL PROJECT SCHEDULE

A summary schedule for this Project is presented below. Dates may be changed at the discretion of the Authority.

<u>Milestone</u>	<u>Expected Date of Completion</u>
(1) Advertise for Consultant SOQ	08/02/2018
(2) Final Date for Questions	08/28/2018
(3) SOQ Submittals Due to the Authority	09/04/2018
(4) PSEC <sup>(a)</sup> Meeting to consider Consultant rankings	09/06/2018
(5) Consultant Selection <sup>(b)</sup>	10/03/2018 (Board Action)
(6) Contract, Scope of Work & Fee Negotiation	10/03/2018 – 10/17/2018
(7) Approve Contract & Scope of Work <sup>(c)</sup>	10/17/2018
(8) Notice to Proceed (estimated)	10/17/2018
(9) Project Closeout (estimated)	01/10/2020

- (a) PSEC = Professional Services Evaluation Committee. All PSEC meetings are publicly noticed.
- (b) The PSEC's Consultant ranking and a recommendation to negotiate a contract, scope, and fee for the Project will be presented to the Executive Director for consideration, the Executive Director will then seek concurrence from the Authority Board on the selection and request delegated authorization to execute a contract with a not-to-exceed fee ceiling limit.
- (c) Executive Director to execute negotiated contract and scope/fee pursuant to delegated authority from the Authority Board.

The Authority reserves the right to delay scheduled dates if determined to be in the best interest of the Authority. Any changes, delays or addenda related to this SOQ will be sent to all Consultants recorded as having received the original SOQ.

### CONSULTANT SELECTION PROCESS

Consultant selection shall be in accordance with the Section 287.055, Florida Statutes, and Consultants Competitive Negotiation Act, and the Authority's Procurement Policy (adopted January 2016 or latest revision). The Authority's Procurement Policy can be viewed in its

entirety on the Authority's website at [www.regionalwater.org](http://www.regionalwater.org) [click on Procurement] refer to Section 5.4. A copy of the Authority's standard professional services contract form is included in this information package. The contents of the SOQ of the successful Consultant will be incorporated into a written agreement in terms acceptable to the Authority at its absolute discretion. By submitting a SOQ, Consultant agrees to all the terms and conditions of this Request for Statement of Qualifications and those included in the Authority's standard professional services contract. If Consultant desires to propose a change to a term or condition of this Request for Statement of Qualifications or the Authority's standard professional services contract, Consultant must submit its request by submitting a question as provided for below.

After issuance of this Request for Statement of Qualifications, prospective Consultants or their agents, representatives or persons acting at the request of such Consultant 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 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 via email to Ann Lee at [ALee@regionalwater.org](mailto:ALee@regionalwater.org) no later than 5:00 p.m. Eastern Standard Time on August 28, 2018. **Consultants are responsible to review the Authority's website for the Authority's responses to any questions timely submitted.**

#### STATEMENT OF QUALIFICATION MINIMUM REQUIREMENTS

Each SOQ must include the following:

1. Legal name, address, phone number and email of Consultant;
2. Principal office locations of submitting Consultant and any proposed partners/sub-consultants;
3. Legal form of company, i.e. partnership, corporation, joint venture, (if joint venture, identify the members);
4. Copy of Florida Professional Licenses as applicable (business and/or individual);
5. Qualifications and professional experience for Consultant's "Project Manager" who is proposed to serve as point of contact for any and all work assigned by the Authority;
6. Qualifications and professional experience of other key personnel who will be assigned to conduct project services listed within the Scope of Services, and the location of the office to which they are assigned;
7. Description and examples of projects completed by Consultant relating to the project service areas listed above, including budget and completion time information;
8. Current and projected workloads for proposed key staff during proposed project timeframe;
9. Disclosure of whether Consultant currently represents Charlotte, DeSoto, Manatee and Sarasota counties, and the City of North Port (Customers), in any way;
10. Disclosure of any litigation Consultant is involved in against any of the Authority Customers (listed above), either directly or retained for testimony and expertise on behalf of any other entity in litigation against the Authority or any of its Customers;
11. List of three (3) clients that are Florida public entities the Authority can contact as references with respect to Consultants work performance on projects similar to the Project;



and

12. Required forms:

- Key Personnel Form (below);
- Signed Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes (below); and
- Reference Forms.

Costs shall not be submitted with the SOQ as fee schedules will be negotiated after the selection of the Consultant. Two 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 sub-consultant 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 twelve (12) one-sided pages for all requested information described herein with the following exceptions: Required forms (listed in Item 12) above; front and back SOQ covers; transmittal letter; and section dividers are excluded from the total 12-page count. All pages shall be standardized 8 ½ x 11 inches in size, margins not less than 1-inch, standard black text and minimum 12-point font size.

Consultants desiring to provide these professional services to the Authority must submit six (6) paper copies (one (1) copy shall be unbound) and six (6) electronic PDF copies of their SOQ in accordance with the requirements contained in the information package to:

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 4, 2018**. 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 grant any award resulting from this Request for Statement of Qualifications. If awarded, no contract will be formed between the Consultant and the Authority until an agreement is executed by both parties.

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. Consultant (team) Competence/Qualifications	20 points
2. Consultant (team) Experience on Similar Projects	20 points
3. Project Manager Qualifications and Experience	40 points
4. Consultant staff resources availability	10 points
5. Consultant (team) past record on Authority Projects	5 points
6. <u>Office Proximity to Authority Service Area</u>	<u>5 points</u>
<b>TOTAL</b>	<b>100 points</b>

**KEY PERSONNEL**  
*for*  
**PROFESSIONAL SERVICES**  
**FOR THE MAINTENANCE FACILITY CONSTRUCTION PHASE SERVICES**

The Consultant's proposed Project Manager, project team, and key personnel are to be indicated below. Each person must be identified with their job classification, area of expertise, and work location.

<u>Person's Name</u>	<u>Job Classification</u>	<u>Area of Expertise</u>	<u>Office Location</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
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_____	_____	_____	_____
_____	_____	_____	_____

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 Paragraph 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 Paragraph 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 Paragraph 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 Paragraph 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 for the provision of goods or services 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 \_\_\_\_\_, 2018. Personally known \_\_\_\_\_ OR produced identification \_\_\_\_\_  
(Type of Identification)

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Name (Printed)

(Printed typed or stamped Commissioned name of Notary Public)

**REFERENCES**

Consultant must provide three (3) references for projects they have completed which are similar to this Project.

Consultant Name: \_\_\_\_\_

Reference Entity: \_\_\_\_\_

Reference Contact Person: \_\_\_\_\_

Reference Address: \_\_\_\_\_

Reference Email Address: \_\_\_\_\_

Reference Phone No.: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Location: \_\_\_\_\_

Consultant Project Manager: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Date Project Commenced: \_\_\_\_\_

Date of Final Completion: \_\_\_\_\_

Description of Work Performed: \_\_\_\_\_

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TAB B  
Agreement  
(includes Fee Schedule, Work Order, Insurance Certificates and submitted SOQ)



**AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO THE  
MAINTENANCE FACILITY PROJECT CONSTRUCTION PHASE SERVICES**

The Agreement is made this 3rd day of October, 2018 (“Effective Date”) between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an independent special district created pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes, acting by and through its governing Board of Directors, hereinafter referred to as the “Authority”, whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, and AECOM Technical Services, Inc., hereinafter referred to as “Consultant”, whose address is 4415 Metro Parkway, Suite 404, Fort Myers, Florida 33916.

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

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

WHEREAS, the Authority commissioned the design and permitting of two structures: a single story, masonry-type office building that measures 4,225 sf along with a 7,530 sf metal warehouse building located adjacent to the office building (the “Project”). The Project also includes other site work such as the installation of a small sanitary package lift station with a short force main as well as associated storm water management appurtenances and asphalt paving work; and

WHEREAS, the Authority has selected Consultant in accordance with the Authority's Procurement Policy to provide Professional Services; and

WHEREAS, Consultant desires to perform and complete Professional Services associated with the Project for the Authority, and has the experience, staff and resources to perform those services.

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

### **SECTION 1. DEFINITIONS**

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

- A. "Agreement" – This written document and the Agreement Documents set forth in Section 7 hereof, as it may be amended from time to time.
- B. "Fee Schedule" – Schedule showing billing rates for Consultant's various personnel classifications that serves as a basis for budget development on tasks within the Scope of Services, and which is included as Exhibit "A" in the Agreement.
- C. "Professional Services" – Services to be provided by Consultant to the Authority generally consisting of engineering, architectural, surveying, materials testing, construction management and oversight, and any other professional services required as the successor engineer for the planned Project.
- D. "Project" – The Maintenance Facility Project, which will, at a minimum, result in complete and successful construction of the Maintenance Facility Office and Warehouse structures, associated parking, sanitary and stormwater facilities as planned for the facilities such that they have earned certificates of occupancy, as applicable, and are accepted for use by the Authority.

- E. “Scope of Services” – The Professional Services to be provided by the Consultant, which includes specific tasks and duties as included in Exhibit “A” to be conducted by Consultant within a pre-determined timeframe for a specified fee related to the development and completion of the Project, which includes data collection, studies, analysis, interpretation, design, meetings and other such efforts required to complete the Project.
- F. “System” – All real property, interest in real property, fixtures, personal property, wells, buildings, treatment systems, pumps, pipelines, storage facilities, reservoirs, aquifer storage and recovery facilities and appurtenant or associated facilities of the Authority used in the storage, treatment and delivery of water to Authority customers.
- G. “Submittal” – Drawings, maps, tests, samples, applications, progress schedules and other schedules, progress reports and other reports, and any other documents required for submission by the Agreement.

**SECTION 2. ENGAGEMENT OF CONSULTANT**

The Authority hereby agrees to engage Consultant, and Consultant hereby agrees to perform Professional Services as directed by the Authority. Key personnel and subconsultants/contractors shall not be assigned to or removed from the Project by Consultant without the prior written approval of the Authority. Both parties agree that replacement of key personnel and subconsultant/contractors must be with equal or more qualified persons, and must be approved by the Authority before a new member works on a Project.

**SECTION 3. SCOPE OF SERVICES AND THE CONSULTANT’S RESPONSIBILITY**

Consultant shall complete the Scope of Services (see Exhibit “A”), which includes the Project’s objective, Professional Services tasks, staffing, performance schedule, and estimated costs. Consultant shall proceed and furnish the Scope of Services upon authorization by the Authority.

Any modification to the Scope of Services must be approved in writing by the Authority. In addition to the Professional Services set forth in the Scope of Services, the Consultant shall perform the following:

- A. Consultant shall secure at its own expense, all personnel, facilities, and equipment required to perform the services necessary to complete the Scope of Services.
- B. Consultant shall maintain an adequate and competent professional staff appropriately certified/licensed and operating within the State of Florida.
- C. Consultant shall designate in writing a single representative with whom the Authority shall coordinate the Scope of Services tasks, which shall be the Project Manager listed in the Statement of Qualifications incorporated into this Agreement pursuant to Section 7, unless otherwise revised in accordance with Section 2. This representative shall have the authority to transmit instructions, receive information, and interpret and deliver Consultant's policies, opinions and decisions related to the Scope of Services..
- D. Consultant shall secure all licenses or permits required by law for the completion of the Scope of Services and shall be in compliance with all federal, state and local law, statutes, rules, regulations, ordinances, orders and decisions in effect at the time of the execution of the Agreement and during the time of performance of such services.
- E. Consultant shall, at all times, keep the Authority advised as to the status of the Project including, but not limited to, the progress on individual tasks within the Scope of Services. The Authority and its authorized representatives shall have the right to visit any work site and the office of Consultant at any reasonable time for purposes of inspection.
- F. Consultant shall cooperate with other consultants, construction contractors, and suppliers retained by the Authority as needed.

- G. The Authority shall have the right during the three (3) year period following the expiration or termination of the Agreement to audit Consultant with regard to any financial matters in connection with the services provided under this Agreement. The requested audit shall be performed by a certified public accountant selected and paid for by the Authority. Consultant shall make all documents and data available to the Authority or its designated auditor. Consultant may have the audit reviewed by Consultant's auditor at Consultant's expense.

#### **SECTION 4. THE AUTHORITY'S RESPONSIBILITY**

Except as otherwise provided in the Scope of Services, the Authority's responsibilities are as follows:

- A. To designate the Authority's Executive Director to act on the Authority's behalf with respect to all matters relating to the Scope of Services. The Executive Director shall have complete authority to authorize changes to the Scope of Services; transmit instructions; receive information; approve invoices and authorize payments thereon; and interpret and define Authority's policies and decisions with respect to materials, elements, sub-consultants, key personnel and systems pertinent to Consultant's services.
- B. To provide, within a reasonable time from request of Consultant, existing data, plans, reports and other information in the Authority's possession or under the Authority's control that are necessary or may be helpful to Consultant in performance of their duties, and to provide full information regarding requirements of the Project and the Scope of Services, including objectives, budget constraints, criteria, and other pertinent requirements.
- C. To furnish required information and services and render approvals and decisions as expeditiously as necessary for the orderly progress of Consultant's services.

## **SECTION 5. TIME OF PERFORMANCE**

Consultant shall commence providing services in the Scope of Services upon receipt of a Notice to Proceed and shall satisfactorily complete such services for the Scope of Services within the established schedule.

## **SECTION 6. COMPENSATION**

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

- A. Compensation shall be established based on the Fee Schedule and tasks included in the Scope of Services, both of which are included in Exhibit "A". Final payment will be subject to successful completion of the Scope of Services in accordance with the terms of this Agreement. The Fee Schedule in Exhibit "A" may be adjusted based upon written approval by the Executive Director.
- B. The fair and reasonable expenses of the Consultant necessarily incurred in the performance of the duties herein described and agreed to by the Authority shall, upon proper invoice and detail, be paid by the Authority, at actual cost with no mark-up. The Authority shall also pay out-of-pocket expenses, at actual cost with no mark-up, incurred by Consultant for the Authority relating to the provision of Professional Services, and agreed to by the Authority's Executive Director. Expenses, which may be incurred by the Consultant for travel or hotels, must be pre-approved by the Authority's Executive Director and, if pre-approved, will be reimbursed in accordance with Exhibit "B", Authority Resolution 2018-01 *Resolution Establishing Per Diem and Travel Expenses*. This paragraph supersedes any conflicts that may occur with Exhibit "A".

- C. Consultant shall prepare and submit to the Authority's Executive Director for approval monthly invoices for the services rendered and expenses incurred pursuant to completion of each task from the Scope of Services. All invoices shall be on a calendar month basis. Invoices must be submitted to the Executive Director by the 20<sup>th</sup> day of the month for services completed the previous month. Payment shall be made in accordance with paragraph A from the date when it is stamped as received by the Authority unless payment is not approved by the Executive Director pursuant to paragraph D. All invoices shall be accompanied by a report identifying the nature and progress of the services performed and in a format approved by the Executive Director.
- D. The Authority reserves the right to withhold payment to Consultant for failure to perform services in accordance with the provisions of the Agreement and the Authority shall promptly notify Consultant if any invoice or report is found to be unacceptable and will specify the reasons therefore.
- E. Consultant shall have the right to suspend services under the Agreement if an invoice becomes delinquent. "Delinquent" shall be defined as an invoice not being paid within sixty (60) days from receipt thereof by the Authority. Consultant's right to suspend services does not become effective if the Authority has withheld payment of an invoice for cause.
- F. Disputes regarding a monthly invoice and/or report shall be resolved pursuant to Section 218.76(2), Florida Statutes, as may be amended.
- G. The Authority may, in addition to other remedies available at law or equity, retain such monies from amounts due Consultant as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the Authority. The Authority may set off any liability or other obligation of the Consultant or its affiliates to the

Authority against any payments due the Consultant under any agreement with the Authority.

## **SECTION 7. AGREEMENT DOCUMENTS**

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

- A. Consultant's 2018 Statement of Qualifications, entitled "Professional Engineering Services for the Maintenance Facility Project Construction Phase Services", September 4, 2018.
- B. Fee Schedule and Scope of Services, attached hereto as Exhibit "A",
- C. Authority Resolution 2018-01 *Resolution Establishing Per Diem and Travel Expenses*, (or latest revision) attached hereto as Exhibit "B",
- D. Certificate of Insurance, attached hereto as Exhibit "C", and
- E. Any written amendments, modifications, or addenda to the Agreement.

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

## **SECTION 8. DOCUMENTS AND DATA**

- A. Consultant will provide the Authority with any and all reports, models, studies, record drawings, maps or other documents resulting from the Project and Scope of Services at no cost to the Authority. Additionally, an electronic and hardcopy set of any final reports must be submitted to the Authority at no cost to the Authority unless additional copies beyond those deliverables identified in the Scope of Services are requested. In the case of additional requested copies, the supplemental cost for such deliverables will be negotiated on a case by case basis in advance of authorization to commence production. All original documents prepared by Consultant are instruments of service and shall



become property of the Authority. The use of data gathered under the Agreement shall be restricted and limited to the purposes of the Agreement, excluding the data in the public domain, and shall not be used in connection with other contracts or for other clients of Consultant without written permission of the Authority. Consultant will provide the Authority with reproducible copies of all reports and other documents. Copies of electronic media used to store data shall be provided to the Authority in a format suitable for hard copy print out. Reports, record drawings, documents and maps obtained from other agencies in the course of executing the Project shall be considered the property of the Authority and will be delivered by Consultant to the Authority upon the Authority's request and/or completion of the Project and Scope of Services.

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

liability to Consultant. However, this does not constitute a disclaimer of the professional competency of the original work as used within the Project and Professional Services.

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

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

- G. Consultant shall not publish, copyright, or patent any of the data furnished or developed pursuant to the Scope of Services without first obtaining the Authority's written consent.
- H. Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law). In addition to this Agreement's requirements and as required by Section 119.0701(2), Florida Statutes, the Consultant shall (1) keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of the Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority. Pursuant to Subsection 119.071(3)(b), Florida Statutes, building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, water treatment facility or other structure owned or operated by the Authority are exempt from the inspection, examination and duplication of public records provisions of Subsection 119.07(1), Florida Statutes, and Subsection 24(a), Article I of the State Constitution. Information made exempt by Subsection

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

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

#### **SECTION 9. STANDARD OF PERFORMANCE**

Consultant shall perform and complete the Scope of Services in a timely manner and in accordance with the standard of care, skill and diligence customarily provided by an experienced professional organization rendering the same services, and in accordance with sound principles and practices. The Authority shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services called for hereunder, or the character, quality, amount, or value thereof. The

decision of the Authority upon all such claims, questions, or disputes shall be reasonable and in adherence with sound principles and practices applicable to the professional services.

#### **SECTION 10. CONSULTANT'S ACKNOWLEDGEMENTS AND REPRESENTATIONS**

Consultant acknowledges and explicitly represents to the Authority the following:

- A. Consultant is duly authorized to conduct business in the State of Florida.
- B. In connection with the services to be performed under the Agreement, Consultant will abide by and assist the Authority in satisfying all applicable federal, state and local laws, rules, regulations and guidelines (including but not limited to the Americans with Disabilities Act) relative to performance under this Agreement. Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin. Consultant will obtain and maintain all permits and licenses necessary for its performance under this Agreement.
- C. Consultant recognizes that:
  - 1. Authority is contractually obligated to furnish potable water to the Authority's customers who have an immediate need for such water;
  - 2. The performance of the services provided for within the Scope of Services may interface with work performed by others; and
  - 3. Authority may suffer financial loss if the services are not completed within the time periods set forth in the Scope of Services, or any extensions thereof.
- D. Consultant has familiarized itself with the nature and extent of the Agreement, services expected to be performed under the Agreement, and federal, state and local laws, statutes, rules, regulations, ordinances, orders and decisions, that may affect Consultant's performance of the Agreement.

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

**SECTION 11. SUSPENSION OF PROJECT – EXTRA SERVICES**

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

the services of Consultant beyond the Scope of Services in the Agreement and constitutes Extra Services. If the Authority determines such service does constitute Extra Services, it shall provide extra compensation to Consultant negotiated by the Authority and Consultant based upon the provisions of Section 6 above.

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

comply with the terms and conditions of the Agreement or otherwise perform their duties under this Agreement.

- F. If Authority requires Consultant to assist with an audit of Project costs, such assistance shall not be considered Extra Services.

**SECTION 12. SUBCONTRACTORS**

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

**SECTION 13. INDEPENDENT CONTRACTOR**

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



remain as to the Authority, a wholly independent contractor and that Consultant's obligations to the Authority are solely as prescribed by the Agreement.

#### **SECTION 14. INSURANCE**

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

3. Comprehensive Automobile Liability. Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
    - a. \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
    - b. Owned Vehicle.
    - c. Hired and Non-Owned Vehicles.
    - d. Employee Non-Ownership.
    - e. Additional Insured. Authority is to be specifically included as additional insured.
    - f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
  
  4. Professional Liability. Coverage must include:
    - a. Minimum limit of \$1,000,000.00 per occurrence or claim of malpractice, negligence, error and omissions.
    - b. Minimum limit of \$1,000,000.00 in the aggregate for claims of malpractice, negligence, error and omissions.
    - c. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
- C. Consultant must deliver to the Authority Certificates of Insurance evidencing the insurance coverage specified in this Section 14 prior to commencing services under the Agreement. The required Certificates of Insurance not only shall name types of policies provided but also shall refer specifically to the Agreement.
- D. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the Authority, licensed to do business in the State of Florida and with a resident agent designated for the service of process. Consultant shall provide the Authority with financial information concerning any self-insurance fund insuring Consultant. At the Authority's option, self-insurance fund financial information may be waived.
- E. All the policies of insurance so required of Consultant, except workers compensation and professional liability, shall be endorsed to include as additional insureds: the Authority, its directors, officers, employees and agents. Such insurance policies shall include or be

endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance, which might be applicable to any loss, the insurance required of Consultant shall be considered primary, and all other insurance shall be considered excess. The cross liability clause does not increase the limits of liability or aggregate limits of the policy.

- F. Deductible and self-insured retention amounts shall be subject to approval by the Authority, which approval shall not be unreasonably withheld. Consultant is responsible for the amount of any deductibles or self-insured retentions.
- G. Approval of the insurance by the Authority shall not relieve or decrease the liability of Consultant hereunder. Consultant acknowledges and agrees the Authority does not in any way represent the insurance (or the limits of insurance) specified in this Section 14 is sufficient or adequate to protect Consultant's interests or liabilities, but are merely minimums.
- H. All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the Authority and Consultant by certified mail. Consultant shall give notice to the Authority within twenty-four (24) hours of any oral or written notice of adverse change, non-renewal or cancellation. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

- I. All insurance required hereunder shall remain in full force and effect until final payment and at all times thereafter when Consultant may be observing the correction, removal or replacement of defective work.
- J. Professional liability insurance shall continue in force until the end of the fifth (5<sup>th</sup>) calendar year following the calendar year in which the Agreement is terminated. The current professional liability insurance policy, if not renewed, shall provide for an extended reporting period on the existing policy through said fifth (5<sup>th</sup>) calendar year.
- K. Consultant shall, upon request by the Authority, deliver to the Authority a copy of each insurance policy purchased by Consultant.
- L. All policies, except for workers' compensation and professional liability, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of subrogation against the Authority, its consultants, directors, officers, employees, representatives or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Consultant or Consultant's insurance carriers.
- M. The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of the Consultant's obligations under the Agreement, including any indemnity or hold harmless provision.
- N. Consultant shall require each of its subcontractors, suppliers and other persons or organizations working for Consultant to procure and maintain, until the completion of that party's services, insurance of the types and in the coverage amounts required to be carried by Consultant in the Agreement unless the Authority agrees, in writing, to other types of coverage and/or lower coverage amounts. Provided, however, professional liability insurance shall not be required under the Agreement for subcontractors, suppliers or other persons or organizations working for Consultant, unless such party is a licensed

professional. The preceding sentence does not preclude Consultant for requiring such insurance. Consultant shall be responsible for ensuring all of its subcontractors, suppliers and other persons or organizations working for Consultant in connection with the Project comply with all of the insurance requirements contained herein relative to each such party. The Consultant must obtain Certificates of Insurance from any subcontractor otherwise the Consultant must provide evidence satisfactory to the Authority that coverage is afforded to the subcontractor or by the Consultant's insurance policies.

#### **SECTION 15. INDEMNIFICATION OF THE AUTHORITY**

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

#### **SECTION 16. TERM OF AGREEMENT**

The term of this Agreement is for the duration of the Project or a period of three (3) years from the Effective Date whichever comes first, unless terminated pursuant to the provisions of this Agreement.

#### **SECTION 17. TERMINATION OF AGREEMENT BY THE AUTHORITY/SURVIVAL**

A. The Agreement may be terminated by the Authority, with or without cause, upon ten (10) days written notice to the Consultant. Termination will be effective on the date provided in the notice. In the event of termination under this section, the Consultant shall be

entitled to compensation for all services provided to the Authority up to the date of termination, which are within the Scope of Services, and are allowed under this Agreement. If the Agreement is so terminated, Consultant must promptly deliver to the Authority copies of all then completed deliverable items and all tracings, drawings, survey notes and other documents that directly support the deliverables prepared by Consultant.

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

1. Section 3(G) and 11(F), regarding Audits;
2. Section 8, regarding Documents and Data;
3. Section 14(J), regarding Professional Liability Insurance;
4. Section 15, regarding Indemnification of the Authority;
5. Section 17, regarding Termination of Agreement by the Authority/Survival;
6. Section 18, regarding Default/Remedies;
7. Section 21, regarding Truth-In-Negotiations/Public Entity Crimes Affidavit
7. Section 25, regarding Dispute Resolution; and
8. Section 26, regarding Controlling Law/Attorney Fees.

#### **SECTION 18. DEFAULT/REMEDIES**

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

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

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

#### **SECTION 19. SEVERABILITY**

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

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

**SECTION 20. PROHIBITION AGAINST CONTINGENCY FEES**

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

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

- A. Consultant certifies that wage rates and other factual unit costs included in the Fee Schedule are accurate, complete and current as of the Effective Date. Fees, prices, and any additions to Exhibit “A” shall be adjusted to exclude any significant sums by which the Authority determines the Agreement Fee Schedule or Scope of Services price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Any such adjustments will be made within one (1) year following the end of this Agreement.
- B. Pursuant to Subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids,



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

#### **SECTION 22. SUCCESSORS AND ASSIGNS**

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

#### **SECTION 23. FORCE MAJEURE**

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

#### **SECTION 24. NO THIRD PARTY BENEFICIARY**

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

#### **SECTION 25. DISPUTE RESOLUTION**

In the event any dispute or disagreement arises during the term of this Agreement, the Consultant shall fully perform the Scope of Services in accordance with the Authority's written instructions and may claim additional compensation. The Consultant is under a duty to seek clarification and

resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment or other proposed dispute resolution to the Authority's Executive Director no later than ten (10) days after the precipitating event. The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options. No services shall be delayed or postponed pending resolution of any disputes or disagreements.

#### **SECTION 26. CONTROLLING LAW/ATTORNEY FEE**

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

#### **SECTION 27. CONFLICTING EMPLOYMENT**

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

#### **SECTION 28. SCRUTINIZED COMPANIES**

Pursuant to Section 287.135, Florida Statutes, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or has been engaged in business operations in Cuba or Syria, shall be ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more. By signing this Agreement, Consultant certifies that it is not currently on either of the aforementioned lists and agrees to notify the Authority if placement on either list occurs. If Consultant submits a false certification, the Authority may terminate this Agreement and bring a civil action against the Consultant, which

may result in a penalty equal to the greater of \$2 million or twice the fee for completion of the Scope of Services resulting from this Agreement and all reasonable attorney's fees and costs. The Authority may also terminate the Agreement if the Consultant is deemed to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

### **SECTION 29. NOTICES**

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

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

If to the Consultant: AECOM Technical Services, Inc.  
4415 Metro Parkway, Suite 404  
Fort Myers, Florida 33916  
Attention: Ronald Cavalieri, Principal-In-Charge

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

### **SECTION 30. EXTENT OF AGREEMENT**

A. The Agreement represents the entire and integrated agreement between the Authority and Consultant and supersedes all prior negotiations, representations or agreement, either written or oral for services under a blanket agreement of this nature. This Agreement in not connected with nor affects separate agreement(s) arrived at through formal solicitation for professional services associated with large, dedicated capital improvement projects as may be awarded by the Authority Board of Directors.

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

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

ATTEST:

**PEACE RIVER MANASOTA**  
REGIONAL WATER SUPPLY AUTHORITY

BY: \_\_\_\_\_

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

WITNESS:

*Bay Lars*  
\_\_\_\_\_

*C. Scott Lee 9/19/18*  
\_\_\_\_\_

PREPARED BY:

C. Scott Lee, P.E. Date  
Vice President  
AECOM Technical Services, Inc.

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



**EXHIBIT A**  
**Maintenance Facility Project**  
**Construction Phase Scope of Services**

AECOM Technical Services, Inc. (CONSULTANT) completed the design of the Peace River Maintenance Facility (PRMF) under a separate authorization to the Peace River Manasota Regional Water Supply Authority (AUTHORITY). The AUTHORITY has recently awarded construction of the PRMF to L Cobb Construction and has now retained CONSULTANT to provide construction phase services for the PRMF.

**A. SCOPE OF SERVICES**

**TASK 1 – Project Management**

Project management activities include coordination of CONSULTANT project staff, monitoring of progress and project costs, and monthly invoicing.

**TASK 2 – Construction Contract Administration**

1. Provide miscellaneous construction contract administration by consultation and communication with the AUTHORITY's Project Manager through the course of construction.
2. Compile conformed contract documents, which will include posting the information contained in the addendums prepared during bidding to the drawings and specifications for the project; and issuing the drawings and specifications for construction.
3. Prepare the agenda for the pre-construction meeting, attend/conduct the meeting, and prepare meeting minutes.
4. Visit the project site monthly for a progress meeting and site visit. For progress meetings, CONSULTANT will prepare agenda, conduct the meeting, and prepare minutes. As needed, supporting disciplines will also participate in project meetings via conference call. For site visits, CONSULTANT will observe the progress and status of construction in cooperation with the AUTHORITY's staff. The estimated number of monthly meetings/site visits is presented in the Fee Schedule.
5. Prepare agenda, conduct the meeting, and prepare minutes for a second monthly progress meeting, which will be by conference call. As needed, supporting disciplines will also participate. The estimated number of conference call progress meetings is presented in the Fee Schedule.
6. Arrange for CONSULTANT's supporting disciplines to visit the project site periodically to observe construction in cooperation with the AUTHORITY's staff. The estimated number of periodic site visits is presented in the Fee Schedule.
7. Perform a Substantial Completion walk through and develop final punch list in conjunction with AUTHORITY's staff.
8. Subsequent to the completion of all punch list items, perform a Final Completion walk through in conjunction with AUTHORITY's staff.

9. Assist AUTHORITY with the following services related to contract closeout:
  - a. Prepare Certificate of Substantial Completion
  - b. Prepare Certificate of Final Completion
  - c. Prepare a close out check list for items required by the contract documents
  - d. Review contractor's assembly of warranty documents
  - e. Prepare close out Change Order
10. Review and compile record documents based upon completed documents and other information furnished to CONSULTANT by the contractor. Finalize the record documents with dates, notations, and sign/seal for AUTHORITY's official record of the project.

### **TASK 3 – Document Review and Processing**

1. Receive submittals and re-submittals (including shop drawings, product data and samples) from Contractor, review and take appropriate action regarding them, but only review same for general conformity with the design concept of the Project and the general intent of the contract documents. Shop drawings, samples, and other submission reviews by CONSULTANT shall not include checking of specifics, dimensions or openings for potential conflict. CONSULTANT's review of a specific item shall not indicate approval of an assembly of which the item is a component. CONSULTANT will prepare and maintain a log of submittals to include submittal number, subject, date received, reviewer, action taken and date returned. The estimated number of shop drawing submittals and resubmittals is presented in the Fee Schedule.
2. Receive Operation and Maintenance (O&M) Manuals from Contractor, and review and take appropriate action on them, but shall only review same for compliance with the specifications with regard to format, labeling, names, dates, addresses, phone numbers, and the general intent of the contract documents. The specific O&M content of each manual will be the responsibility of the contractor and their equipment supplier. CONSULTANT will prepare and maintain a log of O&Ms to include O&M number, subject, date received, reviewer, action taken and date returned. The estimated number of O&Ms is presented in the Fee Schedule.
3. Prepare responses to Contractor's written Requests-for-Information (RFIs). Provide interpretations of the contract documents and clarifications or explanations of the design intent and requirements. Prepare and maintain a log of RFIs, noting the date received, subject, resolution and date response was returned. The estimated number of RFIs is presented in the Fee Schedule.
4. Assist the AUTHORITY with review and approval of progress payments for the duration of the construction contract. After receipt and review of each application for payment, provide written notice to the AUTHORITY recommending payment to the Contractor, or return the request to the Contractor providing written notice of CONSULTANT's reason for disapproval. Such recommendations of payment will constitute CONSULTANT's representation to AUTHORITY, based on such observations and review that, to the best of CONSULTANT's knowledge, information and belief, Contractor's work has progressed to the point indicated. The estimated number of progress payments is presented in the Fee Schedule.
5. Assist AUTHORITY with the management and processing of proposed Changes to the Work using the AUTHORITY's typical process to receive a Proposed Change Order (PCO) from the contractor, followed by completion of a Request for Change Proposal (RFCP) and a Work Change Directive (WCD). CONSULTANT will review with the AUTHORITY the scope, cost and time contained in each PCO. Upon mutual acceptance, CONSULTANT will prepare the companion RFCP and WCD. CONSULTANT will also prepare and maintain a log of the PCOs,



RFCPs, and WCDs to track during the course of construction, monitor the status of the construction contract allowance, and facilitate roll up for a single close out change order at the end of construction. The estimated number of PCO/RFCP/WCD combinations is presented in the Fee Schedule.

6. Set up and maintain a “Sharepoint” server site to be used by the AUTHORITY, CONSULTANT, and contractor to store, upload, download, and otherwise provide a common location for project documents such as, but not limited to, meeting minutes, submittals, RFIs, pay applications and PCO/RFCP/WCDs. The time period for maintaining the Sharepoint site is presented in the Fee Schedule. At the conclusion of the project, CONSULTANT will transfer all stored information to CD for the AUTHORITY’s records.

#### **TASK 4 – Subconsultant Support Services**

In support of construction phase services, CONSULTANT will subcontract certain services as described below.

1. Materials testing to perform compaction, densities, concrete slumps, concrete cores, paving, etc. during construction as called for in the contract documents. CONSULTANT and subconsultant will review results of specified field testing and provide AUTHORITY and contractor notice when testing has not met contractual requirements.
2. Survey, if required, to perform work such as re-establish AUTHORITY’s bench marks and verify field conditions.

#### **TASK 5 – Assembly and Printing of Drawings/Specifications**

CONSULTANT will assemble, print and deliver to the AUTHORITY conformed drawings and specifications, building department drawings and specifications, and record drawings and specifications. Drawings will be by full size 22 x 32 sheets and specifications will be double-sided 8-1/2 x 11 pages contained in 3-ring binders. The estimated numbers of documents for each requirement is presented in the Fee Schedule.

### **B. TIME OF PERFORMANCE**

CONSULTANT will complete this scope of services over a 14-month period, from the construction date of Notice-to-Proceed. It is anticipated that active construction will be completed over a 12-month period. Should there be delays in construction, in receiving information from others, or in obtaining subsequent authorization, approvals, and review comments from the AUTHORITY, contractor, and other governmental agencies, this schedule will be updated and adjusted as mutually agreed upon by CONSULTANT and the AUTHORITY; with the compensation likewise adjusted if appropriate. CONSULTANT shall not be responsible for delays that occur as the result of action or inaction of others.

### **C. AUTHORITY RESPONSIBILITIES**

1. Enter into an agreement with the construction contractor.
2. Provide fulltime administration of the construction contract.
3. Provide fulltime observation of construction whenever the contractor is working. Prepare daily reports and take photographs as appropriate to document the work.

4. Coordinate with CONSULTANT's project manager and RPR.
5. Review all documents presented by CONSULTANT. As deemed appropriate, obtain advice of an attorney, insurance counselor, and any others for such review and render decisions pertaining thereto within reasonable time so as not to delay the services of CONSULTANT.

#### **D. EXCLUSIONS AND ADDITIONAL PROVISIONS**

1. CONSULTANT shall have no responsibility for construction means, methods, techniques, sequences or procedures or site safety and safety precautions and programs in connection with the construction work, all of which are solely the contractor's responsibility.
2. CONSULTANT shall not have control over or charge of acts or omissions of the contractor or subcontractors, or their agents or employees, or of any other persons performing portions of the construction work.
3. CONSULTANT's site visits and on-site observations are provided in order to observe as an experienced and qualified professional the progress and quality of the various aspects of the work of the construction contractor. Such visits and observations are not intended to be exhaustive, or to extend to every aspect of the work in progress, or to involve detailed inspections of the work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement; but rather are limited to spot checking, selective sampling and similar methods of general observation of the work. Based on information obtained during such visits and observations, CONSULTANT shall endeavor to determine, in general, if such work is proceeding in accordance with the construction contract documents, shall keep AUTHORITY informed of the progress of the work, and report to the AUTHORITY any deficiencies in the work of which the CONSULTANT has direct knowledge.
4. Site visits are not included as a part of the RFI process or budget. It is assumed that contractor and/or the AUTHORITY will be able to adequately describe the construction issues with photographs, drawings and/or narrative descriptions.
5. Since record documents are based on information provided by others, CONSULTANT shall not have ultimate responsibility for the accuracy of the information contained in such documents, which shall remain with the contractor. CONSULTANT assumes record documentation reflects the completed work and that record drawings will be submitted in an AUTOCAD version compatible with CONSULTANT's construction drawings as required in contract documents.
6. During the course of the project, the AUTHORITY may request additional services from the CONSULTANT. Additional services shall be provided as mutually agreed between the AUTHORITY and CONSULTANT.
7. Notwithstanding any other provision to the contrary in the Agreement or otherwise, CONSULTANT shall perform its services consistent with the professional skill and care ordinarily provided by members of CONSULTANT's profession practicing in the same or similar locality under the same or similar circumstances. CONSULTANT shall perform its services as expeditiously as is consistent with the professional skill and care and the orderly progress of the Project. No warranty or guarantee, express or implied, is made or intended by the Agreement.

## **E. COMPENSATION**

1. Following this Scope of Services, and included as part of Exhibit A, is CONSULTANT's Fee Schedule, which provides a task listing, estimated level of effort, and estimated fee. The total fee for the services described in the Scope of Services shall not exceed \$260,170; which as indicated on the Fee Schedule is comprised of \$245,170 plus \$15,000 Authority's allowance.
2. AUTHORITY shall pay the CONSULTANT using a billing rate method of compensation based upon CONSULTANT's Hourly Rate Sheet for this project, which is included on the page following the Fee Schedule. Monthly invoices will be prepared based upon the labor category hourly rate for each employee, multiplied by the hours worked by that particular employee.
3. Based upon actual execution of the work, the labor category, hours, fees, and other costs/expenses for each task and/or subtask may vary from that shown on the Fee Schedule, but the total fee will not be exceeded unless authorized by AUTHORITY in writing.
4. Certain assumptions have been made in developing the fee for services. To the extent possible, they are stated in this Scope of Services and in the Fee Schedule. If changes to the work result in changes in the level of effort presented herein, the Scope of Services and Fee Schedule will be revised by mutual agreement.

## Fee Schedule

**Maintenance Facility Project - Construction Phase Services  
Peace River Facility**

**PRMRWSA**

Task Description	Personnel Hours						Budget			
	Program Manager II	Project Manager II	Project Engr/Arch II	Engr/Arch III	Designer I	Senior Admin	Total Hours	Labor	ODCs	Total
<b>Task Group 1 - Project Management</b>										
1. Ongoing PM (14 months)	24	56				28	108	\$ 20,880		\$ 20,880
<b>Subtotal</b>	<b>24</b>	<b>56</b>	-	-	-	<b>28</b>	<b>108</b>	<b>\$ 20,880</b>	<b>\$ -</b>	<b>\$ 20,880</b>
<b>Task Group 2 - Construction Contract Administration</b>										
1. Miscellaneous assistance (12 months)	16	24	24			24	88	\$ 15,440		\$ 15,440
2. Pre-construction mtg		6	8				14	\$ 2,680	\$ 300	\$ 2,980
3. Compile conformed contract documents		2			6	8	16	\$ 1,660		\$ 1,660
4. Monthly progress meetings & site visit (12)		72				12	84	\$ 16,680	\$ 1,200	\$ 17,880
5. Monthly conference call (12)		24				12	36	\$ 6,120		\$ 6,120
6. Periodic site visits by designers (8)			56				56	\$ 9,520		\$ 9,520
7. Conduct initial punch list inspection at substantial completion		6	24				30	\$ 5,400		\$ 5,400
8. Conduct final punch list inspection/verification		8					8	\$ 1,760		\$ 1,760
9. Assist with contract close out		16	16	16		8	56	\$ 8,800		\$ 8,800
10. Finalize record drawings prepared by Contractor		4	4	4	16		28	\$ 3,820		\$ 3,820
<b>Subtotal</b>	<b>16</b>	<b>162</b>	<b>132</b>	<b>20</b>	<b>22</b>	<b>64</b>	<b>416</b>	<b>\$ 71,880</b>	<b>\$ 1,500</b>	<b>\$ 73,380</b>
<b>Task Group 3 - Document Review &amp; Processing</b>										
1. Shop drawings (150)		75	150	300		75	600	\$ 84,750		\$ 84,750
2. Manufacturer O&Ms (10)		5	10	20		5	40	\$ 5,650		\$ 5,650
3. RFIs (30)		15	15	30		15	75	\$ 10,650		\$ 10,650
4. Monthly Pay Apps (12)		12				6	18	\$ 3,060		\$ 3,060
5. PCOs with RFCPs/WCDs (30)		30	60			30	120	\$ 18,900		\$ 18,900
6. Set up and maintain SharePoint site (14 months)		4				40	44	\$ 3,680	\$ 1,750	\$ 5,430
<b>Subtotal</b>	<b>-</b>	<b>141</b>	<b>235</b>	<b>350</b>	<b>-</b>	<b>171</b>	<b>897</b>	<b>\$ 126,690</b>	<b>\$ 1,750</b>	<b>\$ 128,440</b>
<b>Task Group 4 - Subconsultant Support Services</b>										
1. Materials Testing (Proposal from GFA = \$11,314)		4				4	8	\$ 1,160	\$ 11,500	\$ 12,660
2. Survey Allowance		2				2	4	\$ 580	\$ 3,000	\$ 3,580
<b>Subtotal</b>	<b>-</b>	<b>6</b>	-	-	-	<b>6</b>	<b>12</b>	<b>\$ 1,740</b>	<b>\$ 14,500</b>	<b>\$ 16,240</b>
<b>Task Group 5 - Assembly and Printing of Drawings/Specifications</b>										
1. Conformed Drawings (10)		1			2	1	4	\$ 510	\$ 1,000	\$ 1,510
2. Conformed Specifications (10)		1				2	3	\$ 360	\$ 1,500	\$ 1,860
3. Building Dept Drawings (3)		1			1	1	3	\$ 400	\$ 300	\$ 700
4. Building Dept Specifications (1)		1				1	2	\$ 290	\$ 150	\$ 440
5. Record Drawings (4)		1			2	1	4	\$ 510	\$ 400	\$ 910
6. Record Specifications (4)		1				2	3	\$ 360	\$ 450	\$ 810
<b>Subtotal</b>	<b>-</b>	<b>6</b>	-	-	<b>5</b>	<b>8</b>	<b>19</b>	<b>\$ 2,430</b>	<b>\$ 3,800</b>	<b>\$ 6,230</b>
<b>Total</b>	<b>40</b>	<b>371</b>	<b>367</b>	<b>370</b>	<b>27</b>	<b>277</b>	<b>1,452</b>	<b>\$ 223,620</b>	<b>\$ 21,550</b>	<b>\$ 245,170</b>
<b>Authority's Allowance</b>	<i>to be utilized only when mutually agreed</i>								<b>\$ 15,000</b>	
<b>Grand Total</b>									<b>\$ 260,170</b>	

Hourly rates are from the attached Consultant's Rate Sheet for this project dated September 2018.

If a different Labor Category than shown works on the project, an appropriate corresponding hourly rate will be used.

<u>Labor Category</u>	<u>\$/HR</u>
Program Manager II	\$275.00
Project Manager II	\$220.00

## Maintenance Facility Project - Construction Phase Services

### Consultant Rate Sheet

September 2018

Labor Categories	Hourly Billing Rate Range	
	Minimum	Maximum
Program Manager II	250	285
Program Manager I	230	265
Project Manager III	200	235
Project Manager II	175	220
Project Manager I	130	180
Project Engineer/Architect III	155	210
Project Engineer/Architect II	130	175
Project Engineer/Architect I	120	165
Engineer/Architect IV	105	145
Engineer/Architect III	100	135
Engineer/Architect II	85	115
Engineer/Architect I	75	100
Designer II	95	130
Designer I	90	120
CADD Tech	65	90
Inspector	95	130
Senior Administrative/Clerical	65	90
Staff Administrative/Clerical	60	75

#### Direct Project Expenses:

1. Mileage for vehicles in accordance with Exhibit B.
2. Other direct costs (reprographics, supplies, etc) at cost with no mark up.
3. Subconsultant services at cost with no mark up.



## EXHIBIT B

### PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

#### Resolution 2018-01

#### RESOLUTION ESTABLISHING PER DIEM AND TRAVEL EXPENSES

**WHEREAS**, the Peace River Manasota Regional Water Supply Authority (Authority), was created pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes; and

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

**WHEREAS**, the Authority meets the definition of a “public agency” under Section 112.061, Florida Statutes; and

**WHEREAS**, Section 112.061(14)(a)4., Florida Statutes, allows special districts to establish rates by the enactment of a resolution that may vary from the per diem rate or mileage rate provided in the statute; and

**WHEREAS**, the Authority approved Resolution 2005-09 establishing per diem and travel expenses on November 2, 2005; and

**WHEREAS**, the Authority finds that the meal allowance and mileage reimbursable rates established in 2005 are now inadequate for the purpose for which they were intended and should, therefore, be revised; and

**WHEREAS**, the meal allowance rates for federal employees, as annually published by the U.S. Government Services Administration (GSA), and the Internal Revenue Service (IRS) mileage reimbursement rate for use of a privately-owned vehicle are hereby deemed reasonable and adequate as such rates are current and take into account regional cost differences.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, THAT:**

Section 1. The above recitals are true and correct, and are fully incorporated herein.

Section 2. Resolution 2005-09 is repealed and rescinded.

Section 3. The meal allowance rates shall be the rates established by the GSA based on the location of the work activity, as updated annually on October 1.

Section 4. The mileage reimbursement rate shall be the “standard mileage rate for business use of a vehicle” established by the IRS, as updated annually on January 1, or as otherwise adjusted from time to time by the IRS.

Section 5. The revised meal allowance and mileage reimbursement rates shall immediately take effect and shall adjust in accordance with this Resolution without further action of the Board of Directors.


Section 6. All other paragraphs of Section 112.061, Florida Statutes, shall remain in effect regarding per diem and travel expenses of public officers, employees, and authorized persons of the Authority.

Duly passed on this Second day of February 2018 by the Board of Directors of the Peace River Manasota Regional Water Supply Authority in Arcadia, Florida.

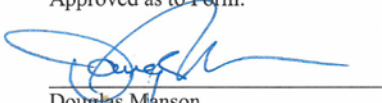
Attest:

  
Patrick J. Lehman  
Executive Director

Peace River Manasota Regional  
Water Supply Authority

  
Commissioner  
Chairman

Approved as to Form:

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

**BOARD APPROVED**

FEB - 2 2018

**Peace River Manasota**  
Regional Water Supply Authority



EXHIBIT C  
(Certificate of Insurance)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@Marsh.Com CN101348564-STND-GAUE-18-19      01      2020	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No. Ext):</b> _____	<b>FAX (A/C, No.):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A : ACE American Insurance Company</b>		22667
<b>INSURER B : N/A</b>		N/A
<b>INSURER C : Illinois Union Insurance Co</b>		27960
<b>INSURER D : SEE ACORD 101</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**COVERAGES      CERTIFICATE NUMBER:      LOS-002403502-01      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____			HDO G71093669	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25157229	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input checked="" type="checkbox"/> N    N / A			SEE ACORD 101	04/01/2018	04/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 2,000,000 E L DISEASE - EA EMPLOYEE \$ 2,000,000 E L DISEASE - POLICY LIMIT \$ 2,000,000
C	<b>ARCHITECTS &amp; ENG.</b> <b>PROFESSIONAL LIAB.</b>			EON G21654693 *CLAIMS MADE*	04/01/2018	04/01/2019	Per Claim/Agg \$1,000,000 Defense Included

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Re: AECOM Project No: 04105543.1000; Maintenance Facility Project - Construction Phase Services

Peace River Manasota Regional Water Supply Authority is named as additional insured for GL & AL coverages, but only as respects work performed by or on behalf of the named insured and where required by written contract. Waiver of Subrogation is applicable where required by written contract with respect to GL, AL and WC. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract with respect to the GL & AL coverages. Contractual Liability is included in the General Liability coverage.

**CERTIFICATE HOLDER      CANCELLATION**

Peace River Manasota Regional Water Supply Authority 9415 Town Center Parkway Lakewood Ranch, FL 34202	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> of Marsh Risk & Insurance Services James L. Vogel
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**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Marsh Risk & Insurance Services		<b>NAMED INSURED</b> AECOM AECOM Technical Services, Inc. 4415 Metro Parkway, Suite 404 Fort Myers, FL 33916	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

Workers Compensation/Employer Liability cont.

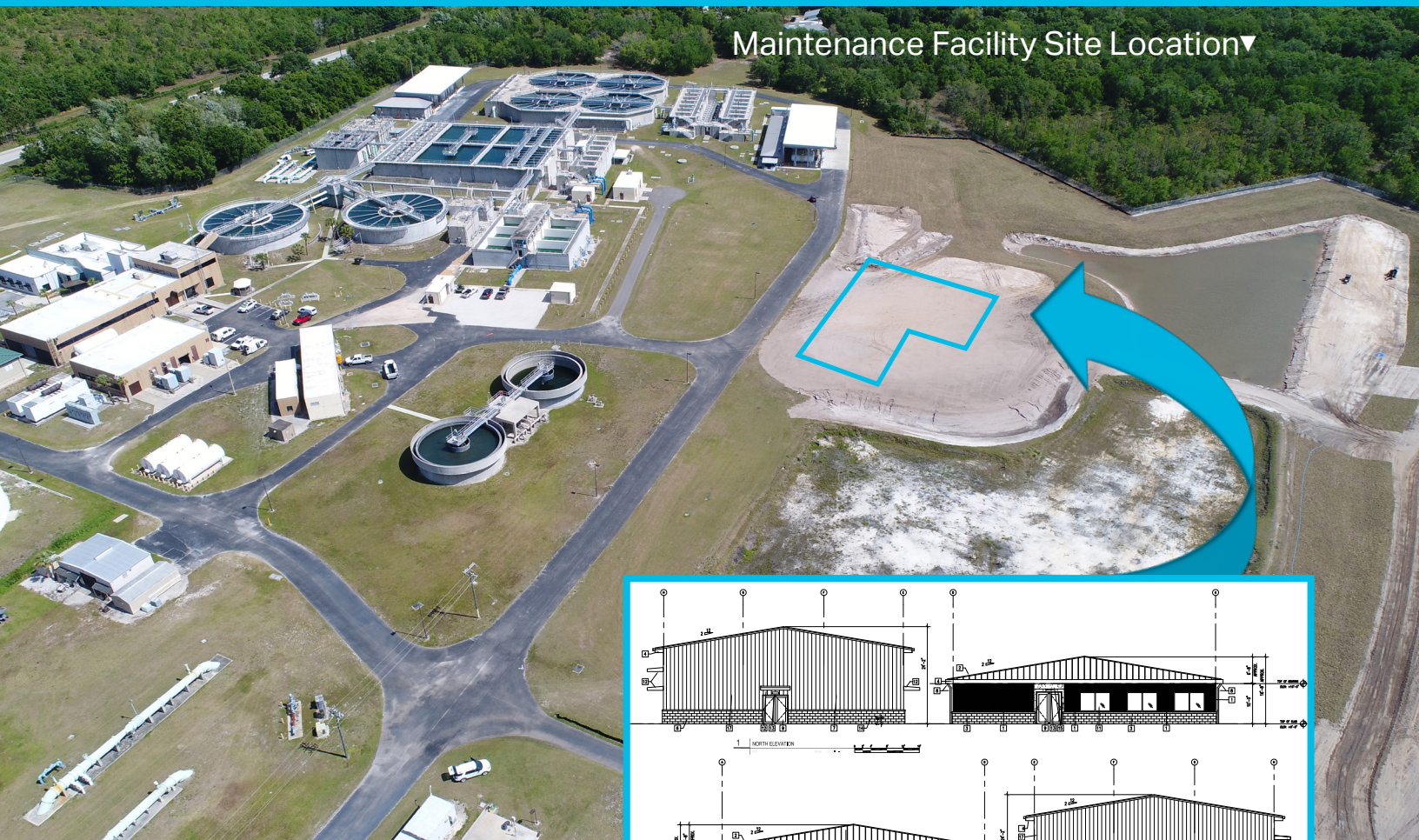
Policy Number	Insurer	States Covered
WLR C64788759	Indemnity Insurance Company of North America - NAIC # 43575	AOS
WLR C64788723	ACE American Insurance Company - NAIC # 22667	CA and MA
SCF C64788747	ACE American Insurance Company - NAIC # 22667	WI Retro
WCU C64788802	ACE American Insurance Company - NAIC # 22667	OH, Ohio Qualified Self Insured (QSI) - SIR: \$500,000; Only applicable to specific qualified entities self-insured in the state of Ohio

# Peace River Manasota Regional Water Supply Authority

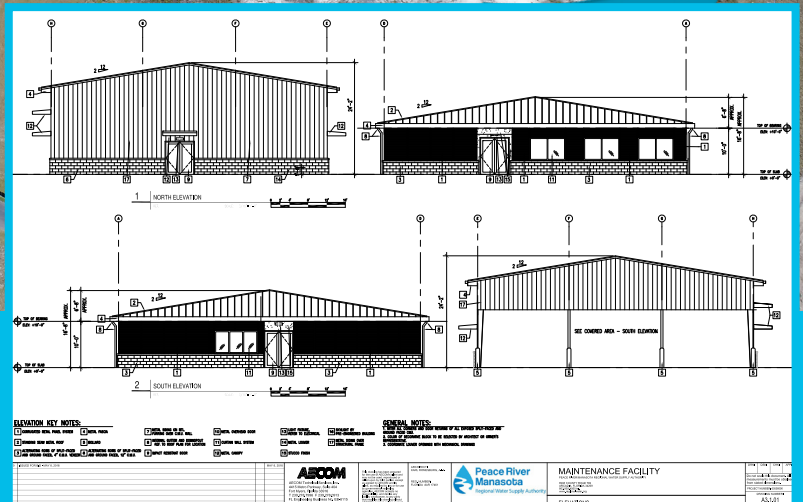


## Professional Engineering Services for the Maintenance Facility Project Construction Phase Services

September 4, 2018



Maintenance Facility Site Location ▼



Maintenance Facility Plans ▲

**TRANSMITTAL LETTER**

September 4, 2018

Mr. Patrick J. Lehman, Executive Director

**Peace River Manasota Regional Water Supply Authority**

9415 Town Center Parkway

Lakewood Ranch, Florida 34202

**Re: SOQ for Professional Engineering Services for the Maintenance Facility  
Project Construction Phase Services**

Dear Professional Services Evaluation Committee Members:

The Peace River Manasota Regional Water Supply Authority (Authority) is seeking a well-qualified firm to provide professional engineering construction phase services. The work includes construction of a single-story masonry office building and an adjacent pre-engineered metal warehouse building. Site work includes the installation of a small sanitary package lift station/force main as well as associated storm water management appurtenances and asphalt paving. The construction phase services include all engineering, architectural, materials testing, surveying, construction management, and inspection services for the construction of the Maintenance Facility to be built at the Peace River Facility.

AECOM Technical Services, Inc. (AECOM) is a national leader in every aspect of public utilities facilities and infrastructure and is especially well qualified to serve the Authority on this important contract. The scope of services aligns with our core business, including the design and construction of administrative offices and warehouse buildings for water treatment facilities. Selecting AECOM will provide the Authority with:

**A Highly Qualified and Competent Team:** To meet the requirements for this project, AECOM has assembled an exceptional team of engineers, architects, designers and construction specialists that will work diligently to complete all construction phase services. As the design engineer-of-record for the Maintenance Facility, our insight to the design and knowledge of issues that may arise during construction allows us to partner with the contractor to avoid problems and successfully complete the project.

AECOM has teamed with two highly experienced and specialized local firms to assist us in the completion of the construction phase services. **GFA International, Inc.** (GFA) and **EF Gaines Survey Services, Inc.** (EFG), both in Fort Myers, will be responsible for materials testing during construction and construction surveys, respectively. Our subconsultant partners will serve as part of an integrated team, allowing the Authority a single point of contact through AECOM. AECOM has worked alongside our subconsultant partners in the past on similar services.



**A Firm with Extensive Experience on Similar Projects:** AECOM has extensive experience with the design and construction of administrative offices and warehouse facilities. This comes from facilities located on potable water and wastewater plants designed by our Water & Wastewater Group, as well as standalone facilities designed by our Buildings and Places Group. Project examples range from relatively small one-story operations buildings to relatively large full-service operations and maintenance centers such as the Lee County Transit Facility, with almost 100,000 SF of building floor space spread over four structures sited on about 25 acres. AECOM's experience also includes the planning, design and construction of the Authority's Water Quality Training Facility (WQTF) at the Peace River Facility.

**A Highly Qualified and Experienced Project Manager:** Mr. Tim Curran, PE, will lead the team as AECOM's project manager. Tim has 37 years of Florida experience covering water, wastewater, and reuse facility planning, evaluation, modeling, design, cost estimating, construction, start-up, training, and project management. Tim has extensive experience managing projects for the Authority and a proven ability to meet your expectations. He most recently served as the project manager for design of the Authority's Maintenance Facility (the subject of this SOQ), and for design/construction of the Peace River WQTF. Tim has also been involved in many other public utility projects that involved the design and construction of administration and/or warehouse-style facilities. He also worked with the Authority on projects like the Peace River Option, Peace River Facility Expansion, ASR Wellfield No. 2, ASR-to-Raw Interconnect and miscellaneous paving and drainage at the Ranch House on the westerly side of the plant site. Tim is thoroughly familiar with the Authority's standards, infrastructure and specifically this project's requirements.

**Extensive Staff Resources and Availability:** As indicated herein, the AECOM team has the necessary availability to meet the needs of this assignment. AECOM is noted for an unparalleled depth of staff. This depth was quickly mobilized for the Maintenance Facility when design team members left the firm. AECOM was able to immediately identify and assign new electrical and mechanical/plumbing engineers located in our Tampa office. In Florida alone, AECOM has over 1,300 engineers, architects and support personnel.

**A Proven Past Record of Successfully Completing Authority Projects:** For over 20 years AECOM has completed many important projects for the Authority, including the Peace River WQTF, design and construction of the Peace River Option and Peace River Facility Expansion program, and most recently the design of the subject Maintenance Facility. AECOM is currently serving the Authority under a General Engineering Services Contract. Since 2009 we have completed approximately \$3M in planning, design and construction-phase engineering services.



**Local Office Near the Authority Service Area:** AECOM has extensive resources located close to the Authority’s Service Area. The Maintenance Facility project will be managed out of AECOM’s Fort Myers office, which is located less than 50 miles from the Peace River Facility and about 75 miles from the Authority’s Lakewood Ranch office. In addition, AECOM has offices throughout Florida, including extensive resources in Tampa, Orlando and Coral Gables. As proven on our past work with the Authority, AECOM will provide the necessary resources and be responsive to the Authority’s needs throughout the duration of this project.

As you read the additional information submitted in this proposal you will gain a better understanding of our qualifications to provide construction-phase services on this project and assure that they are completed to the standards required (and expected) by the Authority and AECOM’s stringent internal quality requirements.

AECOM has reviewed the Request for SOQ as well as the sample agreement. While we substantially agree with the terms included therein, in the event of award, AECOM respectfully reserves the right to negotiate final mutually agreeable contractual provisions as we have successfully done in the past.

We have organized our submittal as indicated below, including each of the 12 items identified in your Request for Statement of Qualifications.

**SOQ Requirements**

- 1. Legal Name, Address, Phone Number and Email of Consultant ..... 1
- 2. Principal Office Locations – Prime and Sub ..... 1
- 3. Legal Form of Company ..... 1
- 4. Florida Professional Licenses..... 1
- 5. Project Manager Qualifications and Experience ..... *(Evaluation Factor #3)* ..... 4
- 6. Key Personnel Qualifications and Experience ..... 5
  - A. Key Personnel..... *(Evaluation Factor #1)* ..... 5
    - Team Organization Chart..... 6
  - B. Past Record on Authority Projects ..... *(Evaluation Factor #5)* ..... 8
  - C. Office Proximity to Authority Service Area..... *(Evaluation Factor #6)* ..... 9
- 7. Relevant Project Experience ..... *(Evaluation Factor #2)* ..... 9
- 8. Key Staff Workloads ..... *(Evaluation Factor #4)* ..... 11
- 9. Work with Authority Customers Disclosure..... 12
- 10. Litigation with Authority Customers Disclosure ..... 12
- 11. References..... N/A
- 12. Required Forms ..... N/A
  - Key Personnel ..... N/A
  - Public Entity Crimes Statement ..... N/A

# **AECOM**

We are proud of the relationship that we have established with the Authority. On behalf of our Team, we look forward to partnering with Authority staff on this important project. We give you our personal commitment to produce quality work, on time and within budget, and to the Authority's satisfaction. Please do not hesitate to call if you have any questions or require additional information.

Sincerely,

**AECOM Technical Services, Inc.**



C. Scott Lee, PE  
Authorized Signatory  
scott.lee@aecom.com  
P: 352.638.5320



Ronald Cavalieri, PE  
Principal-in-Charge  
ronald.cavalieri@aecom.com  
P: 239.278.7996



## 1. LEGAL NAME, ADDRESS, PHONE NUMBER AND EMAIL OF CONSULTANT

### AECOM Technical Services, Inc.

4415 Metro Parkway, Suite 404

Fort Myers, Florida 33916

☎ (239) 278-7996

Ronald.Cavalieri@aecom.com

## 2. PRINCIPAL OFFICE LOCATIONS – PRIME AND SUB

AECOM's principal office location throughout this contract will be our Fort Myers office location as shown above. Our subconsultant partners, **GFA International, Inc. (GFA)** and **E.F. Gaines Surveying Services, Inc. (EFG)**, are also both located in Fort Myers.

### GFA International, Inc.

5851 Country Lake Drive

Fort Myers, Florida 33905

☎ (239) 489-2443

[Jeffd@teamgfa.com](mailto:Jeffd@teamgfa.com)

### E.F. Gaines Surveying Services, Inc.

5235 Ramsey Way, Suite 10

Fort Myers, Florida 33907

☎ (239) 418-0126

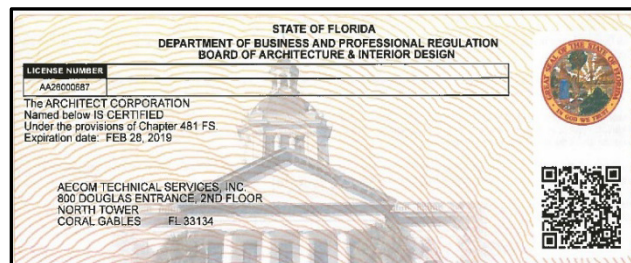
[liz@efgaines.com](mailto:liz@efgaines.com)

## 3. LEGAL FORM OF COMPANY

AECOM is a corporation, fully licensed and certified in the State of Florida, and will serve as prime consultant throughout the duration of this contract.

## 4. FLORIDA PROFESSIONAL LICENSES

AECOM is licensed to offer engineering and architecture services in Florida.



**AECOM** is authorized to transact business in Florida.

**State of Florida  
Department of State**


I certify from the records of this office that AECOM TECHNICAL SERVICES, INC. is a California corporation authorized to transact business in the State of Florida, qualified on August 21, 1995.

The document number of this corporation is F9500004014.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on April 5, 2018, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Tenth day of April, 2018*



*Ken Detzner*  
**Secretary of State**

Tracking Number: CU:8513216466

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

**AECOM staff licenses.**

Licensee Details	
<b>Licensee Information</b>	
Name:	BURGHARDT, ROBERT EDWARDS
Main Address:	3619 SW 16TH STREET MIAMI Florida 33145
County:	DADE
<b>License Information</b>	
License Type:	Architect
Rank:	Architect
License Number:	AR93500
Status:	Current,Active
Licensure Date:	10/19/2006
Expires:	02/28/2019

Licensee Details	
<b>Licensee Information</b>	
Name:	EZAZI, ARJANG H (Primary Na
Main Address:	7622 PINE VALLEY STREET BRADENTON Florida 34202
County:	MANATEE
<b>License Information</b>	
License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	40109
Status:	Current,Active
Licensure Date:	08/29/1988
Expires:	02/28/2019

**AECOM staff licenses (Cont'd)**

Licensee Details	
<b>Licensee Information</b>	
Name:	CAVALIERI, RONALD RAYMOND
Main Address:	2903 GILFORD WAY NAPLES Florida 34119
County:	COLLIER
<b>License Information</b>	
License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	65850
Status:	Current,Active
Licensure Date:	01/30/2007
Expires:	02/28/2019

Licensee Details	
<b>Licensee Information</b>	
Name:	CURRAN, TIMOTHY MARTIN
Main Address:	4315 KIPLING AVE PLANT CITY Florida 33566
County:	HILLSBOROUGH
<b>License Information</b>	
License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	34809
Status:	Current,Active
Licensure Date:	08/02/1984
Expires:	02/28/2019

Licensee Details	
<b>Licensee Information</b>	
Name:	ROMESBURG, KARL A (Primary
Main Address:	14960 DUNBARTON PLACE MIAMI LAKES Florida 33016
County:	DADE
<b>License Information</b>	
License Type:	Architect
Rank:	Architect
License Number:	AR0017461
Status:	Current,Active
Licensure Date:	06/13/2001
Expires:	02/28/2019

Licensee Details	
<b>Licensee Information</b>	
Name:	MOTIWALA, KHALID (Prim
Main Address:	101 S EOLA DRIVE APT 1021 ORLANDO Florida 32801
<b>License Information</b>	
License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	50633
Status:	Current,Active
Licensure Date:	08/01/1996
Expires:	02/28/2019

Licensee Details	
<b>Licensee Information</b>	
Name:	SAKALES, MICHAEL ROY (Prim
Main Address:	3014 DOWNAN POINT DR. LAND O LAKES Florida 34638
County:	PASCO
<b>License Information</b>	
License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	67588
Status:	Current,Active
Licensure Date:	01/23/2008
Expires:	02/28/2019

## AECOM staff licenses (Cont'd)

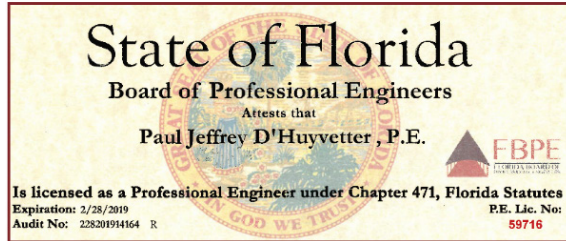
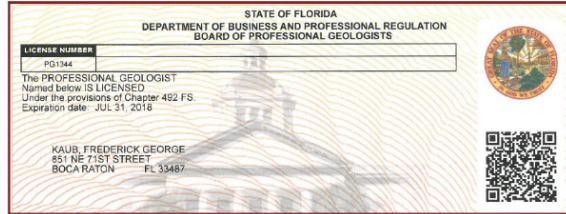
### Licensee Details

Licensee Information	
Name:	RECTOR, JOHN TYE (Primary Na
Main Address:	13908 PLAINVIEW ROAD ODESSA Florida 33556000
County:	PASCO
License Information	
License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	53292
Status:	Current, Active
Licensure Date:	08/17/1998
Expires:	02/28/2019

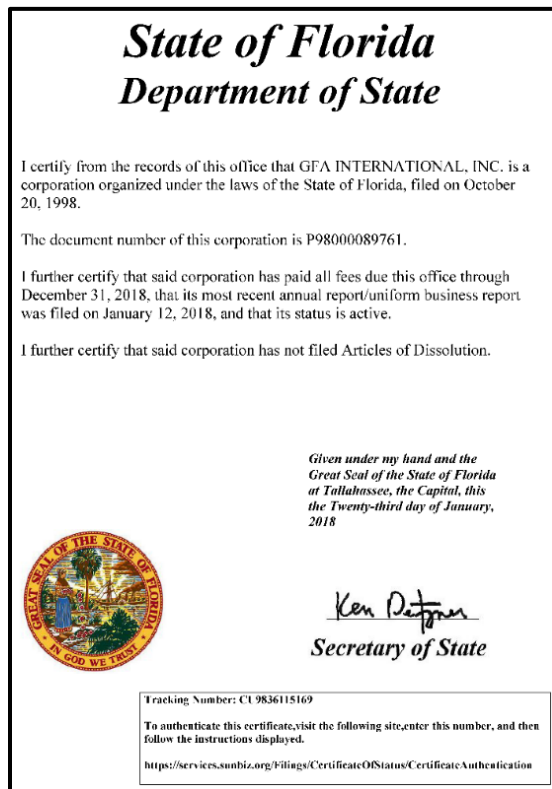
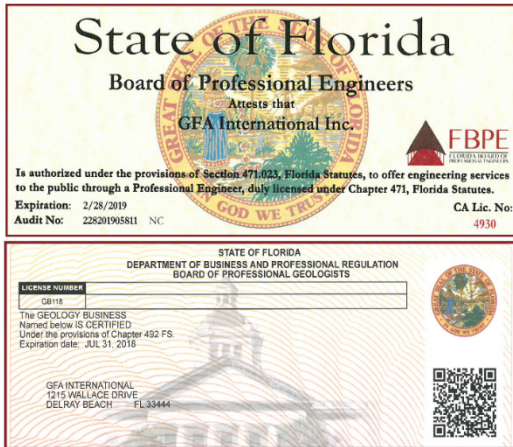
### Licensee Details

Licensee Information	
Name:	OVERBEEK, WILLIAM L (Prim
Main Address:	1042 FOGGY BROOK PLACE LONGWOOD Florida 32750
County:	SEMINOLE
License Information	
License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	50398
Status:	Current, Active
Licensure Date:	05/30/1996
Expires:	02/28/2019

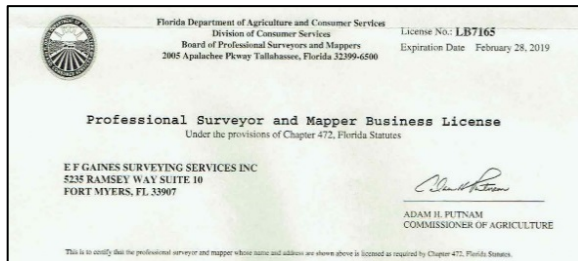
## GFA staff licenses



## GFA is a licensed Florida geology Firm.

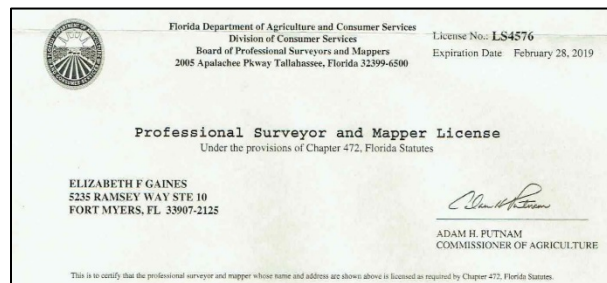


## EFG is a licensed Florida Survey Firm.



Detail by Entity Name	
Florida Profit Corporation E.F. GAINES SURVEYING SERVICES, INC.	
Filing Information	
Document Number	P02000039324
FEI/EIN Number	04-3653931
Date Filed	04/04/2002
Effective Date	04/01/2002
State	FL
Status	ACTIVE

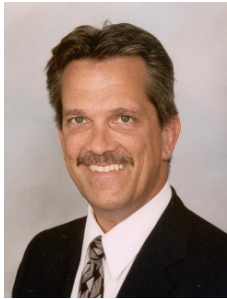
## EFG staff license



PRMRWSA - SOQ for Maintenance Facility Project  
Construction Phase Services

AECOM  
Page 3

## 5. PROJECT MANAGER QUALIFICATIONS AND EXPERIENCE (EVAL. CRITERIA #3)



**Tim Curran, PE (Tampa, FL Office)** will serve as AECOM's project manager for this important project. Tim is well known to the Authority through his work on multiple task work orders under our General Engineering Consultant services contract with the Authority. Tim has a Master of Science degree and a Bachelor of Science degree in Environmental Engineering from the University of Central Florida. He has maintained his Florida Professional Engineering license since 1984 and brings more than 37 years of experience on similar projects and services.

His extensive engineering experience covers the full range of water, wastewater, and reuse facility planning, evaluation, modeling, design, cost estimating, construction, start-up, training, and project management; with a full complement of studies, master plans, and designs of pump stations, pipelines and treatment plants. His experience is extensive and includes a wide range of project types. Notable examples include:

**Peace River Maintenance Office and Warehouse Building, Peace River Manasota Regional Water Supply Authority, Arcadia, FL.** Project manager for the review and re-design of maintenance facilities that had been originally designed in 2006. Upon completion of a code review and cost estimate, the Authority decided to proceed with implementation. The new buildings include offices, a library, team meeting rooms, an instrumentation work room, breakroom, covered/enclosed storage and climate-controlled storage.

**Water Quality Training Facility, Peace River Peace River Manasota Regional Water Supply Authority, Arcadia, FL.** Project manager for the design and construction of a new building on the Peace River Facility (PRF) site, which included offices, a training room, a conference room, a kitchen and a full-service laboratory. The new building connects to the old operations building; significantly increasing and upgrading the onsite administrative functions.

**Design/Construction Phase Services for Buildings and Warehouses in Florida.** Project manager/engineer for various public utility projects that contained an administration office building and/or pre-engineered metal building (PEMB).

Oldsmar RO WTP Admin/PEMB  
Vero Beach RO WTP Admin/PEMB  
Cape Coral SWWRF Admin

Fort Myers MS WTP Admin/PEMB  
Collier County MS WTP Admin  
Pinellas William Dunn WRF Admin

St Pete Lift Station 85 PEMB  
St Pete Dewatering PEMB  
Orlando WCII Admin

**Peace River Aquifer Storage and Recovery Wellfield, Arcadia, FL.** Task leader for the evaluation and design of a new ASR wellfield including wellheads, pumps, pipelines, and instrumentation. System consisted of 12 new ASR wells with a recharge and recovery capacity of 1.0-mgd each. Project increased the Peace River ASR wellfield capacity from 9 mgd to 21 mgd.

**Peace River Facility ASR to Raw Interconnect, Arcadia, FL.** Project manager/engineer during design and construction of a hard-piped interconnect between ASR Wellfield #2 and the raw water supply pipeline to Reservoir #2. This made beneficial use of the ASR system by being able to fill the reservoir when the PRF was off river.

**Peace River Facility Pumping Improvements, Arcadia, FL.** Task leader for preliminary design and final design of major pumping facilities for the 48-mgd Peace River water treatment plant, including 90-mgd raw water, 22-mgd recycle, 54-mgd reservoir, 20-mgd North High Service, and 40-mgd South High Service facilities, including both vertical turbine and split-case horizontal pumps with motors as large as 600 HP.

**Peace River Facility Sludge Improvements, Arcadia, FL.** Task leader for evaluation of options, preliminary design, and final design of a new mechanical dewatering facility to process 30,000 lbs/day of alum sludge produced by the 48-mgd coagulation / sedimentation/filtration Peace River water treatment plant.

**RO Feasibility Study, Peace River Peace River Manasota Regional Water Supply Authority, Arcadia, FL.** Project manager for AECOM's role in the preparation of a feasibility study to consider including reverse osmosis supply and treatment as part of the overall water supply system for the Peace River WTF. Completely dependent upon surface water with traditional treatment using coagulation, sedimentation, and filtration, RO was shown to be feasible and would provide an opportunity to diversify as the Authority continues to expand and regionalize.

**Peace River Option Water Treatment Plant Expansion, Arcadia, FL.** Task leader for design of all yard piping improvements to accommodate expansion of the Peace River Facility from 12 to 24 mgd.

In summary, our project manager brings extensive experience with similar projects, knows the Authority's processes and procedures and is intimately familiar with this project.

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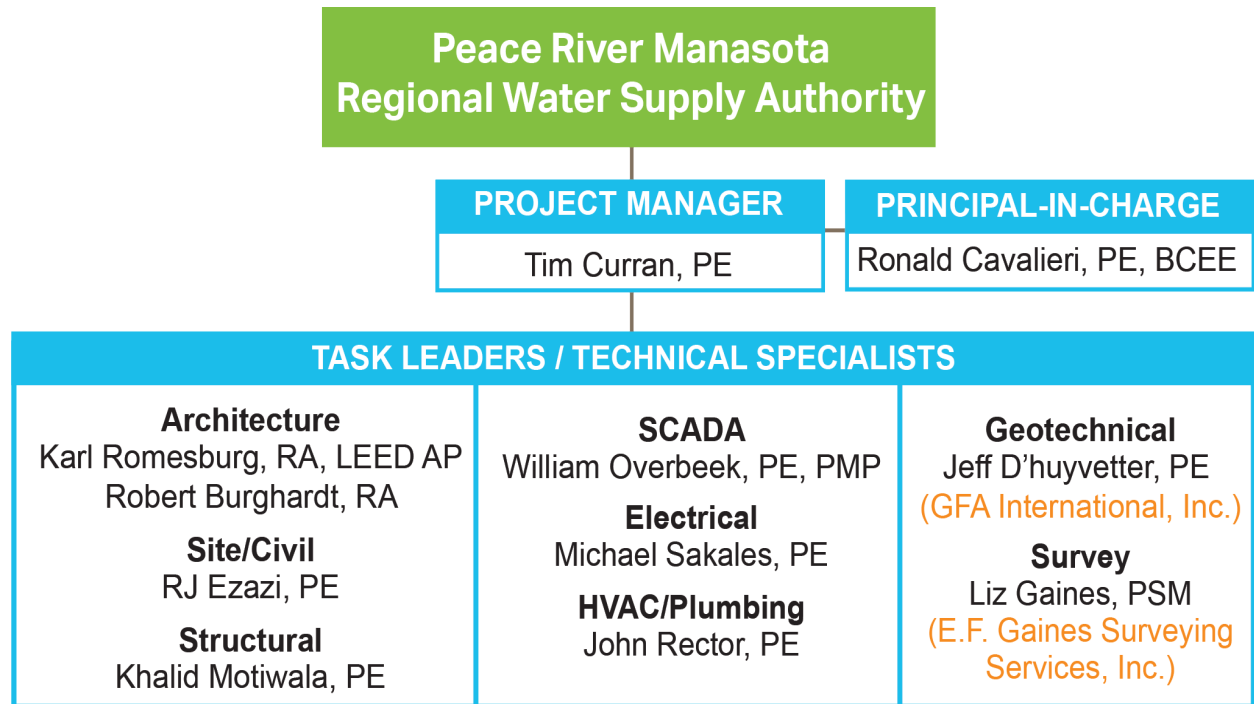
## **6. KEY PERSONNEL QUALIFICATIONS AND EXPERIENCE (EVAL. CRITERIA #1)**

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The AECOM team is intimately familiar with the required scope of services and expectations. We bring together a multidiscipline team with technical expertise with the design and construction of administration office buildings and warehouse facilities. Our team will undertake this assignment in a partnering and supporting relationship with the Authority to ensure complete responsiveness to all the Authority's needs. As the engineer of record (EOR) for design of the maintenance facility, our insight to the design intent and knowledge of issues that may arise during construction allows us to partner with the contractor to avoid problems and successfully complete the project.

**A. KEY PERSONNEL.** Similar to our Project Manager, many of our proposed team have extensive experience working directly for the Authority and bring a clear understanding of expectations, procedures and this project. AECOM's philosophy on project delivery is to involve the right personnel with the right technical expertise and

experience needed, so that the Authority receives outstanding service. Our project team provides the benefits of Florida-based expertise and a strong local presence.



All team members AECOM unless otherwise noted.



**Ron Cavalieri, PE, BCEE (Ft. Myers, FL Office)** will serve as AECOM’s Principal-in-Charge and will be an additional point of contact for the Authority on this important project. Ron will be available to the Authority from AECOM’s Ft. Myers, Florida office and serves as the Contract Manager on the Authority’s General Engineering Consultant services contract. He is a Board Certified Environmental Engineer (BCEE) by the American Academy of Environmental Engineers.



**Karl Romesburg, RA, LEED AP (Coral Gables, FL Office)** is an AECOM senior architect with 21 years of experience in design, construction documents, specifications, permitting and construction management. His project experience includes state and municipal government offices, maintenance buildings, and transportation facilities. He has been a project architect on large and complex projects for public and private clients. *For example, this project, the Peace River Maintenance Facility (PRMF), a regional transportation management center for FDOT, and the Hialeah Water Treatment plant administration and support buildings.*



**Robert Burghardt, RA (Coral Gables, FL Office)** is an AECOM senior architect with 21 years of experience in the field of Architecture and Construction Management. His experience includes government offices, maintenance buildings, and transportation facilities. *His similar projects include the Peace River Water Quality Training Facility (WQTF); PRMF Maintenance Office and Warehouse Buildings; Industrial, Administration and Support Buildings for the Hialeah Water Treatment Plant; and Lee County Transportation Authority Administrative and Maintenance Facilities. Robert was responsible for the architectural design on the PRMF.*



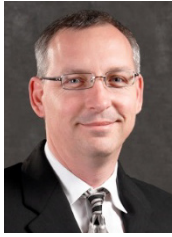
**RJ Ezazi, PE (Tampa, FL)** is an AECOM senior civil engineer with over 35 years of experience in design, permitting, construction, and management of large and small projects for public and private clients. His experience includes design of urban stormwater facilities; flood control structures; water and sewer line extensions; lift stations and force mains; roadway and intersections; residential, commercial, and institutional facilities; and construction engineering and inspection. *His similar projects include the Peace River WQTF; PRMF Maintenance Office and Warehouse Buildings; FDOT District 5 Regional Transportation Management Facility and Lee County Transportation Authority Administrative and Maintenance Facilities. RJ was responsible for the site design on the PRMF.*



**Khalid Motiwala, PE (Orlando, FL Office)** is a senior structural engineer with 28 years of experience specializing in structural engineering projects. He has served as a professional engineer in the areas of structural design of water and wastewater treatment facilities, pump stations, box culverts, retaining walls and industrial facilities. *His relevant projects include the Peace River WQTF; Peace River PRMF Maintenance Office and Warehouse Buildings and the Peace River WTP Expansion. Khalid was responsible for the architectural design on the PRMF.*



**William L. Overbeek, PE, PMP (Orlando, FL Office)** has over 33 years of experience in construction engineering design, and SCADA process control and instrumentation. He specializes in process control engineering, especially in Water/Wastewater Treatment applications. His background includes SCADA System design, construction, integration, and start-up. *He led the SCADA design for this project, the PRMF Maintenance Office and Warehouse Buildings, and has designed the SCADA interface between field devices/systems and the operations centers for numerous water and wastewater facilities.*



**Michael Sakales, PE (Tampa, FL Office)** is a Senior Electrical Engineer with 17 years of experience in electrical design including medium voltage power, low voltage power, lighting, grounding, lightning protection, fire alarm and SCADA design. Design and construction phase experience includes administrative buildings, warehouses, site lighting, toll plaza buildings, gantry structures, airports, parking garages, churches, restaurants, retail facilities, water/wastewater treatment plants and pumping stations, and vehicle maintenance facilities. *His similar experience includes the Manatee County NWRf Maintenance Building and the FDOT District Five Cocoa-Brevard Operations Center.*



**John Rector, PE (Tampa, FL Office)** has 24 years of experience designing complete mechanical systems for commercial, institutional, and industrial facilities. Clients have included federal, state and local municipal government as well as private sector. His expertise extends to heating, ventilating, air conditioning, piping, energy management/control systems, steam plants, life cycle cost analyses, and energy conservation evaluations. *His similar experience includes the FDOT District Five Cocoa-Brevard Operations Center and the FDOT District 1 Manatee Operations Center.*

**GFA International, Inc. (GFA)** will provide Geotechnical Engineering services including construction material testing services. With more than 49 employees in their Fort Myers office and 185 Florida-based staff, GFA has successfully been providing services in Florida since 1988. In fact, GFA worked with the Authority providing all geotechnical services for the proposed Maintenance Facility project site and brings an unparalleled knowledge of subsurface soil conditions.

**E.F. Gaines Survey Services, Inc. (EFG)** will provide surveying services related to construction benchmarks and verification of the contractor’s work as required. With the understanding that the contractor will be providing construction-related surveys, EFG will provide added value from their design survey work on the site. EFG is a licensed surveying and mapping firm out of Ft. Myers and has provided design-related surveying services to both public and private sector clients since 2002.

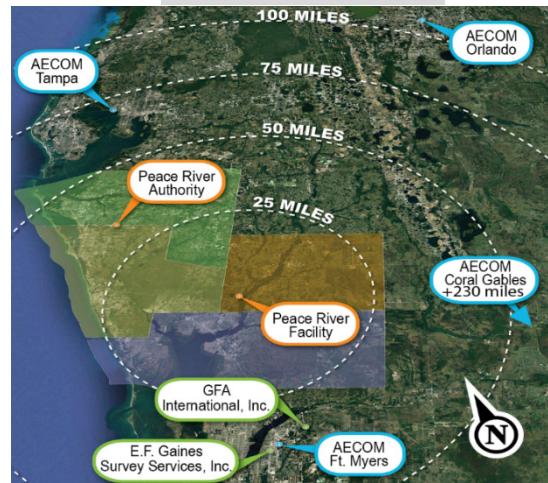
**B. PAST RECORD ON AUTHORITY PROJECTS.** (EVAL. CRITERIA #5) AECOM has an impressive record of working for the Authority and meeting schedule and budget requirements. Our team has successfully served as one of the Authority’s General Engineering Consultants and has completed a wide-range of services. Some of AECOM’s successful projects include:

- Maintenance Facility Design
- Water Quality Training Facility
- Peace River Option
- Peace River Facility Expansion
- Water Quality Master Plan
- ASR Wellfield No. 2
- ASR-to-Raw Interconnect
- RO Feasibility Study



### C. OFFICE PROXIMITY TO AUTHORITY SERVICE AREA. (EVAL. CRITERIA #6)

AECOM has extensive resources located near the Authority's service area. AECOM's Ft. Myers office will serve as the principal office for this contract, which is located less than 50 miles from the Peace River Facility and about 75 miles from the Authority's Lakewood Ranch office. The professionals assigned to this team work from several of our Florida offices shown on the adjacent map. With electronic management and file protocols in place, our team works together throughout the State on similar assignments and will have no problem providing prompt service to the Authority.



### 7. RELEVANT PROJECT EXPERIENCE (EVAL. CRITERIA #2)

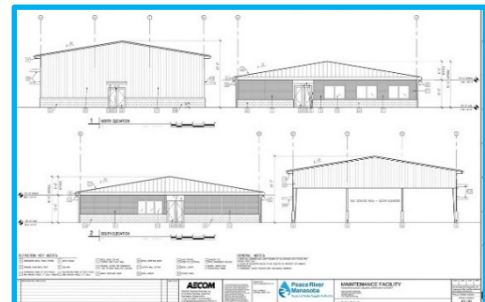
A successful project is where creative, high quality, and accurate work products are delivered to the client on time, within established budgets, and to client expectations. We believe a project is not successful unless the client is completely satisfied with the professional services provided by AECOM and our subconsultants. The following successful projects that involved administration office buildings and/or warehouse-style structures reflect our ability to meet and exceed the Authority's needs.

#### **Peace River Maintenance Office and Warehouse Facility (PRMF), Peace River Manasota Regional Water Supply Authority.**

Code review and re-design of maintenance facilities that had been originally designed in 2006. The new buildings include offices, a library, team meeting rooms, an instrumentation work room, breakroom, covered/enclosed storage and climate-controlled storage.

**Budget:** \$2.5M | **Schedule:** Design completed May 2018 |

**Team Members:** Tim Curran, Ron Cavalieri, Khalid Motiwala, RJ Ezazi, Robert Burghardt, Karl Romesburg, Bill Overbeek



#### **Water Quality Training Facility (WQTF), Peace River Manasota Regional Water Supply Authority.**

Design and construction phase services of a new building on the PRF site, which included offices, a training room, a conference room, a kitchen and a full-service laboratory. The new building connects to the old operations building; significantly increasing and upgrading the onsite administrative functions.

**Budget:** \$2.1M | **Schedule:** Completed in 2015 |

**Team Members:** Tim Curran, Khalid Motiwala, RJ Ezazi, Robert Burghardt



**Oldsmar RO WTP.** Study, design and construction phase services (including fulltime inspection) for a new water supply facility that included a pre-engineered metal building with the warehouse-style process bay (9,200 SF) connected to a two-story operations building (4,700 SF per floor). **Budget:** \$9.5M | **Schedule:** Completed in 2012 | **Team Members:** Tim Curran, Khalid Motiwala



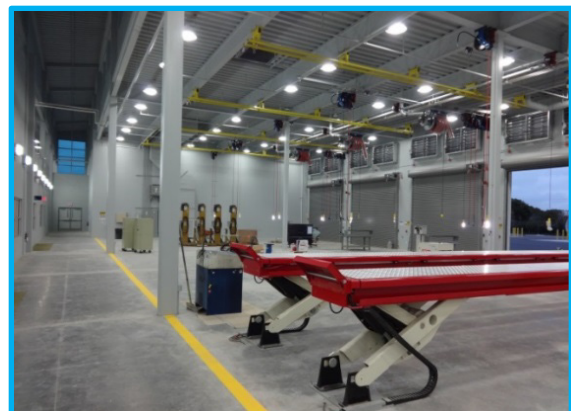
**St. Petersburg Dewatering Facility.** Study, design and construction phase services for a new sludge dewatering facility that involved an 8,300 SF pre-engineered metal building with a warehouse-style process area, truck loading bay, and air-conditioned electrical room. **Budget:** \$5M | **Schedule:** Completed in 2018 | **Team Members:** Tim Curran, Khalid Motiwala



**St Petersburg Albert Whitted Master Lift Station 85.** Study, design and construction phase services for a new 23 mgd master lift station that was fully contained within a 6,000 SF pre-engineered metal building. The warehouse-style structure enclosed the wet well, pumps, electrical room, emergency generator, odor control and other support systems, while blending into the adjacent metal airplane hangars at the Albert Whitted Municipal Airport. **Budget:** \$7M | **Schedule:** Completed in 2015 | **AECOM Team Members:** Tim Curran, Khalid Motiwala, Karl Romesburg, RJ Ezazi



**Lee County Lee Tran Administration, Operations and Maintenance Facility.** Design and construction phase services for a new LEED certified project consisting of four buildings including Administration/Operations (33,000 SF), Bus Maintenance (45,000 SF), Bus Fuel/Detailing (8,400 SF), and Bus Wash Station (5,800 SF). **Budget:** \$30M | **Schedule:** Completed in 2015 | **AECOM Team Members:** Robert Burghardt, RJ Ezazi, Ron Cavalieri



**Hialeah RO WTP.** Design and construction phase services for a new ROWTP contained within a 44,000 SF tilt up construction building with administration offices, laboratory, process area, chemical storage and various site buildings. Budget: \$100 million project (\$8 million for the building shell). **Budget:** \$100M (\$8M building shell) | **Schedule:** Completed in 2013 | **AECOM Team Members:** Robert Burghardt, Karl Romesburg



**FDOT District 5 Cocoa/Brevard Operations Complex.** AECOM provided design and construction phase services for a new administration building (19,000 SF), vehicle repair shop, vehicle wash station, and supporting buildings plus renovation of the existing fueling island. **Budget:** \$15M | **Schedule:** Completed in 2018 | **AECOM Team Members:** John Rector, Michael Sakales, RJ Ezazi



**8. KEY STAFF WORKLOADS (EVAL. CRITERIA #4)**

**AECOM** uses a total management tool, electronic Project Management (ePM), that schedules projects, staffing needs and availability with weekly updates. This tool also provides workload projections and initiates staffing adjustments well in advance of the actual need for services. A critical input in the workload projection is a project delivery plan with schedule for each project.

The workload database tool reports the distribution of work that is “in-hand” or authorized and compares that to the staff hours available. It allows each office, and the entire company, to assess current staffing needs and to forecast future needs to meet our client’s workload and schedules.

Each office conducts weekly staff meetings to review resource allocation and client schedules. If the Authority requests schedule changes, AECOM’s workload database system will be used to evaluate shifting resources to meet the project’s needs.

The individuals presented within this response are available to begin work upon issuance of a notice to proceed and will remain engaged until the project requirements

Name	Current / Projected Availability
Tim Curran, PE	20% / 35%
Ronald Cavalieri, PE	15% / 25%
<b>Technical Leaders</b>	
Karl Romesburg, RA	20% / 35%
Robert Burghardt, RA	20% / 35%
RJ Ezazi, PE	15% / 25%
Khalid Motiwala, PE	15% / 25%
Michael Sakales, PE	15% / 25%
John Rector, PE	15% / 25%
Bill Overbeek, PE, PMP	15% / 25%

have been met. The adjacent summary of our team's key technical leaders' current and projected workload over the anticipated duration of this project illustrates that we have complete availability to manage the construction phase services for this project. Additionally, AECOM brings over 1,300 employees located in Florida to provide additional resources, if needed.

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## **9. WORK WITH AUTHORITY CUSTOMERS DISCLOSURE**

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**AECOM** currently holds contracts with Charlotte, Manatee, and Sarasota Counties and the City of North Port, but has no existing work with DeSoto County. Except for small assignments with Sarasota County under a MSA, AECOM has no utility work with the Authority Customers. The following describes the projects on which we are currently working:

**Charlotte County:** AECOM has a contract with Charlotte County as the general consultant for the Charlotte County Airport Authority with project work focused on Punta Gorda Airport. E.F. Gaines Surveying is providing surveying services for the Punta Gorda Airport Wetland Mitigation Project.

**Manatee County:** AECOM currently holds a General Engineering contract with Manatee County. In addition, we are performing Bridge Design Over Manatee River at Fort Hamer Road, design of a new two-lane bridge and approach roadways linking Upper Manatee River Road with Fort Hamer Road. AECOM also has a project performing DFIRM mapping for the County, which is near completion.

**Sarasota County:** AECOM currently holds a contract with Sarasota County for the Honore Avenue/Pinebrook Road Extension, Phase VII, providing project administration and construction engineering and inspection services on a new roadway project. AECOM also has a continuing services contract with Sarasota County and is currently working on a few small assignments.

**City of North Port:** AECOM is providing construction engineering and inspection services for a LAP-funded pedestrian lighting project on US 41.

**Desoto County:** AECOM is not providing services. E.F. Gaines is providing surveying services for the Arcadia Airport Helicopter Hangar Project.

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## **10. LITIGATION WITH AUTHORITY CUSTOMERS DISCLOSURE**

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**AECOM** and our subconsultant partners, GFA International, Inc. and E.F. Gaines Survey Services, Inc., are not currently involved in litigation against any of the Authority customers.

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## **11. REFERENCES**

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Our client references are 1) The Authority, 2) City of St. Petersburg and 3) Lee County. Completed reference forms follow.

### Reference 1

<b>CONSULTANT NAME:</b>	AECOM Technical Services, Inc.
<b>REFERENCE ENTITY:</b>	Peace River Manasota Regional Water Supply Authority
<b>REFERENCE CONTACT PERSON:</b>	Ford Ritz
<b>REFERENCE ADDRESS:</b>	9415 Town Center Parkway, Lakewood Ranch, FL 34202
<b>REFERENCE EMAIL ADDRESS:</b>	<a href="mailto:FRitz@regionalwater.org">FRitz@regionalwater.org</a>
<b>REFERENCE PHONE NUMBER:</b>	813.394.1627
<b>PROJECT NAME:</b>	Water Quality Training Facility
<b>PROJECT LOCATION:</b>	8998 SW CR 769, Arcadia, FL
<b>CONSULTANT PROJECT MANAGER:</b>	Tim Curran, PE
<b>CONTRACT AMOUNT:</b>	\$2.1M
<b>DATE PROJECT COMMENCED:</b>	2014
<b>DATE OF FINAL COMPLETION:</b>	2015
<b>DESCRIPTION OF CONSULTANT'S WORK:</b>	Design and construction of a new building located on the Peace River Facility site, which included offices, a training room, a conference room, a kitchen, bathrooms and a full-service laboratory. The new building connects to the old operations building; significantly increasing and upgrading the available onsite administrative functions.



## Reference 2

<b>CONSULTANT NAME:</b>	AECOM Technical Services, Inc.
<b>REFERENCE ENTITY:</b>	St. Petersburg, Florida
<b>REFERENCE CONTACT PERSON:</b>	David Abbaspour, PE
<b>REFERENCE ADDRESS:</b>	One 4 <sup>th</sup> Street North, St. Petersburg, FL 33701
<b>REFERENCE EMAIL ADDRESS:</b>	<a href="mailto:David.Abbaspour@StPete.org">David.Abbaspour@StPete.org</a>
<b>REFERENCE PHONE NUMBER:</b>	727.892.5382
<b>PROJECT NAME:</b>	SWWRF Dewatering Facility
<b>PROJECT LOCATION:</b>	3800 54 <sup>th</sup> Avenue, St Petersburg, FL 33711
<b>CONSULTANT PROJECT MANAGER:</b>	Tim Curran, PE
<b>CONTRACT AMOUNT:</b>	\$5M
<b>DATE PROJECT COMMENCED:</b>	2016
<b>DATE OF FINAL COMPLETION:</b>	2018
<b>DESCRIPTION OF CONSULTANT'S WORK:</b>	After numerous design and construction phase Projects, AECOM has provided to the City over the past 15 years, this recent project was a new sludge dewatering facility. It was implemented as part of a larger Biosolids-to-Energy project that will regionally treat/process all the City's wastewater sludge. The new dewatering building was a warehouse-style structure using a pre-engineered metal building, containing a process area, truck loading bays and electrical equipment room.



### Reference 3

<b>CONSULTANT NAME:</b>	AECOM Technical Services, Inc.
<b>REFERENCE ENTITY:</b>	Lee County, Florida
<b>REFERENCE CONTACT PERSON:</b>	Steven Myers
<b>REFERENCE ADDRESS:</b>	3401 Metro Parkway, Ft. Myers, FL 33901
<b>REFERENCE EMAIL ADDRESS:</b>	<a href="mailto:slmyers@leegov.com">slmyers@leegov.com</a>
<b>REFERENCE PHONE NUMBER:</b>	239.533.8726
<b>PROJECT NAME:</b>	Lee Tran Administration, Operations and Maintenance Facility
<b>PROJECT LOCATION:</b>	3401 Metro Parkway, Ft. Myers, FL 33901
<b>CONSULTANT PROJECT MANAGER:</b>	Ethan Loubriel, RA
<b>CONTRACT AMOUNT:</b>	\$1,994,578
<b>DATE PROJECT COMMENCED:</b>	June 2011
<b>DATE OF FINAL COMPLETION:</b>	March 2015
<b>DESCRIPTION OF CONSULTANT'S WORK:</b>	Design and construction phase services for a new LEED certified project consisting of four buildings including Administration / Operations (33,000 SF), Bus Maintenance (45,000 SF), Bus Fuel/Detailing (8,400 SF), and Bus Wash Station (5,800 SF).



**KEY PERSONNEL**  
*for*  
**PROFESSIONAL SERVICES**  
**FOR THE MAINTENANCE FACILITY CONSTRUCTION PHASE SERVICES**

The Consultant's proposed Project Manager, project team, and key personnel are to be indicated below. Each person must be identified with their job classification, area of expertise, and work location.

<u>Person's Name</u>	<u>Job Classification</u>	<u>Area of Expertise</u>	<u>Office Location</u>
<u>Tim Curran, PE</u>	<u>Project Manager</u>	<u>Project Management</u>	<u>Tampa, Florida</u>
<u>Ron Cavalieri, PE</u>	<u>Principal-in-Charge</u>	<u>W&amp;WW Infrastructure</u>	<u>Ft. Myers, FL</u>
<u>Karl Romesburg, RA</u>	<u>Architect</u>	<u>Architecture</u>	<u>Coral Gables, FL</u>
<u>Robert Burghardt, RA</u>	<u>Architect</u>	<u>Architecture</u>	<u>Coral Gables, FL</u>
<u>RJ Ezazi, PE</u>	<u>Civil Engineer</u>	<u>Site/Civil</u>	<u>Tampa, FL</u>
<u>Khalid Motiwala, PE</u>	<u>Structural Engineer</u>	<u>Structures</u>	<u>Orlando, FL</u>
<u>Bill Overbeek, PE</u>	<u>SCADA Engineer</u>	<u>SCADA</u>	<u>Orlando, FL</u>
<u>Michael Sakales, PE</u>	<u>Electrical Engineer</u>	<u>Electrical Engineering</u>	<u>Tampa, FL</u>
<u>John Rector, PE</u>	<u>Mechanical Engineer</u>	<u>HVAC/Plumbing</u>	<u>Tampa, FL</u>
<u>Jeff D'huyvetter, PE</u>	<u>Geotechnical Engineer</u>	<u>Geotechnical Engineering</u>	<u>Ft. Myers, FL</u>
<u>Elizabeth Gaines, PSM</u>	<u>Surveyor</u>	<u>Surveying</u>	<u>Ft. Myers, FL</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 C. Scott Lee, PE, Authorized Signatory  
(Print individual's name and title)

for AECOM Technical Services, Inc.  
(Print name of entity submitting sworn statement)

whose business address is 4415 Metro Parkway, Suite 404, Fort Myers, FL 33916

and (if applicable) its Federal Employer Identification Number (FEIN) is 99-2661922  
(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 Paragraph 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 Paragraph 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 Paragraph 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 Paragraph 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 for the provision of goods or services 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.)**

X 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.

C. Scott Lee  
(Signature)

STATE OF Florida

COUNTY OF Orange

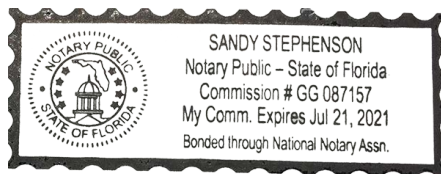
Sworn to and subscribed before me this 31st day of August, 2018. Personally known

C. Scott Lee, PE OR produced identification N/A.  
(Type of Identification)

Sandy Stephenson  
Notary Public  
Name (Printed) Sandy Stephenson

My commission expires 07-21-2021.

(Printed typed or stamped Commissioned name of Notary Public)



## **About AECOM**

AECOM is built to deliver a better world. We design, build, finance and operate infrastructure assets for governments, businesses and organizations in more than 150 countries. As a fully integrated firm, we connect knowledge and experience across our global network of experts to help clients solve their most complex challenges. From high-performance buildings and infrastructure, to resilient communities and environments, to stable and secure nations, our work is transformative, differentiated and vital. A Fortune 500 firm, AECOM had revenue of approximately \$18.2 billion during fiscal year 2017. See how we deliver what others can only imagine at [aecom.com](http://aecom.com) and [@AECOM](https://twitter.com/AECOM).

## **Contact**

Tim Curran, PE

Phone: 407.513.8263

Email: [Tim.Curran@aecom.com](mailto:Tim.Curran@aecom.com)

**[aecom.com](http://aecom.com)**

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
October 3, 2018**

**CONSENT AGENDA  
ITEM 5**

**Letter of Appreciation to Michael Babb for Service on the SWFWMD Governing Board**

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**Recommended Action -**

**Motion** for letter of appreciation to Michael Babb for service on the Southwest Florida Water Management District Governing Board.

Michael Babb served on the Governing Board of the Southwest Florida Water Management District from June 2011 through July 2019. Mr. Babb's professionalism and steadfast water advocacy on the Governing Board has been instrumental in furthering the partnership between the SWFWMD and the Authority in the development of a regional water supply system for the benefit of the citizens of the four counties.

Staff recommends the Authority extend a letter of appreciation to Mr. Babb for his years of service to this region on the SWFWMD Governing Board.

**Attachments:** Draft letter of Appreciation

October 3, 2018

Mr. Michael Babb

[REDACTED]  
[REDACTED]  
[REDACTED]

Re: Commendation for Service on the SWFWMD Governing Board

Dear Mr. Babb:

The Board of Directors of the Peace River Manasota Regional Water Supply Authority extends its sincere appreciation for your service on the SWFWMD Governing Board. Your professionalism and steadfast water advocacy throughout your tenure on the Governing Board has been instrumental in furthering the continued partnership between the SWFWMD and the Authority in the development of a regional water supply system for the benefit of the citizens of the four counties comprising the Authority now and into the future. Your dedicated service and tremendous duty stands as a reminder of the accomplishments that can be achieved by working together.

The Authority Board and staff thank you for your service and we hope that you continue to contribute in the future for the betterment of the natural resources and citizens of our community.

Sincerely,

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Alan Maio, Chairman

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Ken Doherty, Commissioner

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Elton A. Langford, Vice Chairman

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Priscilla Trace, Commissioner

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Patrick Lehman, Executive Director

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Douglas Manson, General Counsel

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*October 3, 2018*

**CONSENT AGENDA**  
**ITEM 6**

**Southwest Florida Water Management District**  
**FY 2020 Cooperative Funding Initiative Applications**

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**Recommended Action -**

**Motion** to authorize submittal of FY 2020 Cooperative Funding Initiative Applications to SWFWMD for two regional projects and approve recommended project co-funding ranking.

FY 2020 Cooperative Funding Initiative applications for the Southwest Florida Water Management Districts (SWFWMD) are due October 5, 2018. Two (2) Authority projects are proposed for submittal requesting up to 50% funding of eligible costs for each project. SWFWMD policy requires that an applicant provide a funding order ranking if more than one project is submitted in a funding year. Recommended ranking is shown in the table below. Both projects are on-going and project details are attached.

Rank	Project	Estimated Project Cost
1	Regional Integrated Loop System - Phase 3B Interconnect [S.R. 681 to Clark Road]	\$16.7 M
2	Partially Treated Water ASR	\$7.76 M

**Budget Action** – No action needed (Projects are in the FY 2019 budget & approved 5-year CIP).

**Attachments:**

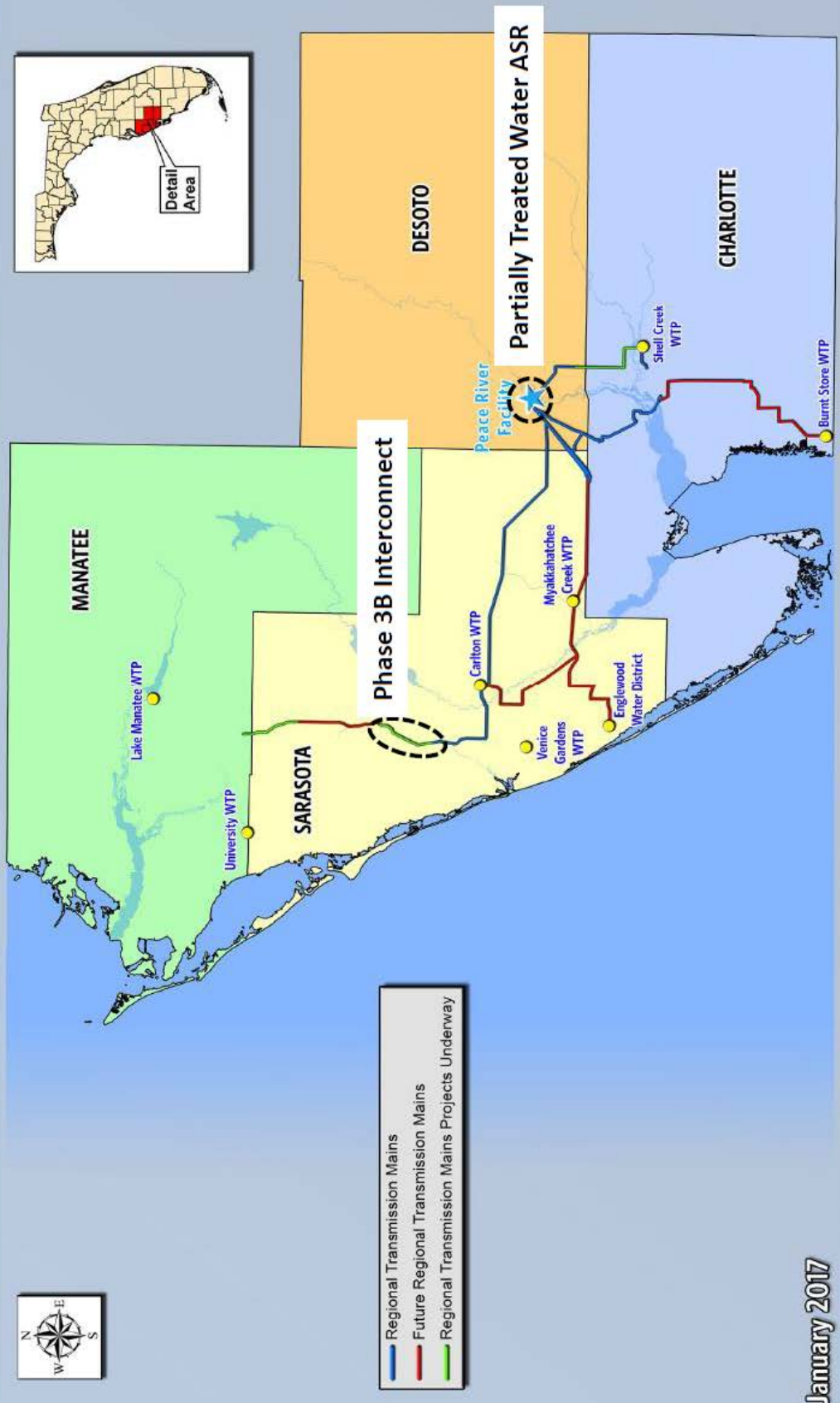
Tab A Projects Location Map

Tab B Project Descriptions

TAB A  
Projects Location Map

# Project Location Map

## Peace River Manasota Regional Water Supply Authority Regional Vision for 2035



January 2017



TAB B  
FY 2020 Co-Funding Projects Information

## **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: 5 miles

Diameter: 48-inch & 36-inch

Total Cost: \$16,700,000 (Pipeline project only)

Component	Estimated Cost
Pipeline	\$16,700,000

Completion time: 58 months (Projected completion 2021)

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: Four (4) miles of 48-inch diameter, and one mile of 36-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 project design work and third-party review. A separate funding agreement is under development for 50% of the remainder of the project costs. \$500K in State funding has also been applied to the project. There are no land-acquisition costs for the project as it is all on County-owned property. The Project is in the Authority’s 5-year CIP.

## **Partially Treated Water Aquifer Storage and Recovery (ASR) Concept [Peace River Facility]**

Location: Peace River Facility in DeSoto County

Total Cost: \$7,755,000

Component Costs	Estimated Cost
Testing & Permitting	\$295,000
Pumping Facility and pipeline connection for ASR Recharge	\$7,460,000

Completion time: 72 months. (Projected completion 2022)

**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:** The project was initiated in 2016 with a desk-top study of the potential use of partially treated water rather than fully treated drinking water for ASR recharge and storage. In 2018 the Authority has completed a 1-year pilot testing program recharging partially treated water from reservoir 1 into two existing ASR wells. Subsequent work has included analysis of test data and applying to the FDEP for authorization to utilize partially treated water in ASR wellfield 2. Pending successful completion of the permitting effort and Board authorization to proceed, design work (possibly including additional testing) will be completed to support construction of new capital facilities (pumping, monitoring, filtration, etc.) enabling implementation of partially treated water ASR.

**Funding Details:** Project costs are estimated based on a 2016 desk-top study and pilot testing work completed in 2018. Costs will be refined through the permitting process and design phases. A co-funding agreement was executed in FY 2018 for SWFWMD co-funding (50% level) through the 30% design phase and 3<sup>rd</sup> party review providing a maximum District contribution of \$120,500 for those stages of the project. Additional funding will be considered upon completion of third-party review (expected 2020). The State of Florida has also provided a \$1M grant for the project. The Project is in the Authority's 5-year CIP.

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*October 3, 2018*

**CONSENT AGENDA**  
**ITEM 7**

**First Amendment to Agreement for State Lobbyist Services with  
Diane R. Salz Governmental Consulting**

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**Recommended Action -**

**Motion** to approve First Amendment to Agreement for State Lobbyist Services with Diane R. Salz Governmental Consulting.

The Authority's existing Agreement for State Lobbyist Services with Diane R. Salz Governmental Consulting is effective October 1, 2016 for a term of two (2) years and provides for up to three (3) additional one-year extensions upon mutual consent. The existing agreement expires September 30, 2018. Staff recommends a one-year extension as provided by the existing Agreement with an annual increase in compensation from \$45,000 to \$48,600.

**Budget Action:** No action needed.

**Attachments:**

Tab A First Amendment to Agreement for State Lobbyist Services  
Tab B Existing Agreement for State Lobbyist Services

TAB A  
First Amendment to Agreement for State lobbyist Services

FIRST AMENDMENT  
TO  
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY AGREEMENT  
FOR STATE LOBBYIST SERVICES

This FIRST AMENDMENT entered into and effective this 1<sup>st</sup> day of October, 2018 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 Diane R. Salz Governmental Consulting, hereinafter referred to as the “Consultant”, whose address is 2529 Goose Pond Court, Tallahassee, Florida 32308, and collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the Authority and Consultant entered into the Peace River Regional Water Supply Authority Agreement for State Lobbyist Services on October 5, 2016 (“Agreement”);

WHEREAS, Paragraph 8.1 of the Agreement provides for a two (2) year term beginning October 1, 2016, and allows for an extension of the Agreement by mutual agreement;

WHEREAS, Paragraph 12.2 of the Agreement sets an annual lump sum compensation of \$45,000 payable in monthly installments;

WHEREAS, Paragraph 5 of the Agreement provides that it may only be modified by a written document duly executed by the Parties; and

WHEREAS, the Parties wish to extend the term of the Agreement for one year and increase the compensation for services.

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. The first sentence of Paragraph 8.1 is deleted and replaced with the following:

8.1 This Agreement is effective through October 1, 2019, unless earlier terminated as stated herein.

2. The first sentence of Paragraph 12.2 is deleted and replaced with the following:

12.2 The Authority agrees to compensate the Consultant an annual lump sum amount of \$48,600.00 for services detailed in **Exhibit “A”** payable in monthly

installments of \$4,050.00. The Consultant shall be an additional LobbyTools user to the Authority's account at no charge.

3. 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

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Patrick J. Lehman, P.E.  
Executive Director

---

Alan Maio, Chair

---

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

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Diane R. Salz, President and Owner

TAB B  
Existing Agreement for State Lobbyist Services



NOV - PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
NOV - 30 2016 AGREEMENT FOR STATE LOBBYIST SERVICES

RECEIVED  
RECEIVED

This Agreement for State Lobbyist Services ("Agreement") is made as of the 5<sup>th</sup> day of October, 2016, by and between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY ("Authority"), an independent special district created pursuant to Sections 163.01 and 373.713, Florida Statutes, and DIANE R. SALZ GOVERNMENTAL CONSULTING ("Consultant").

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

WHEREAS, the Authority desires to retain a consultant to provide State Lobbyist Services; and

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

WHEREAS, the Consultant submittal responding to the Request for Proposals September 13, 2016 is incorporated herein by reference and made a part of this Agreement; and

WHEREAS, Consultant desires to render State Lobbyist Services to the Authority, and has the experience, staff and resources to perform those services.

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

1. REMEDIES.

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.

**2. WAIVER OF JURY TRIAL AND ENFORCEMENT COSTS.**

1.1 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.

1.2 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.

**3. LICENSE TO PRACTICE.**

The Consultant 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.

**4. SEVERABILITY.**

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.

**5. ENTIRETY OF CONTRACTUAL AGREEMENT.**

The Authority and Consultant 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.

**6. WAIVER.**

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.

**7. THIRD PARTY BENEFICIARIES.**

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

**8. TERM, TERMINATION AND EFFECT OF TERMINATION.**

8.1 The term of this Agreement is three years from the October 1, 2016 through September 30, 2018 unless earlier terminated as stated herein. The parties may agree in writing to extend the term for three (3) additional one (1) year periods upon mutual written agreement of both parties.

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

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

**9. COMPLIANCE.**

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.

**10. EFFECTIVENESS.**

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.

**11. INDEPENDENT CONTRACTOR.**

No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's officers, directors, employees, independent contractors, representatives or agents performing services for Consultant 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 Consultant 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.

## **12. SERVICES AND COMPENSATION.**

12.1 The scope of services under this Agreement shall be for the Consultant to provide legislative services for the Authority as more specifically detailed in Exhibit "A".

12.2 The Authority agrees to compensate the Consultant an annual lump sum amount of \$45,000 for the services detailed in Exhibit "A" payable in monthly installments of \$3,750. This compensation includes travel expenses for meetings and for up to two trips to the Authority's region.

12.3 The Authority shall reimburse the Consultant for the Consultant's fees for legislative and executive lobbyist registration and additional travel requested by the Authority ("Authorized Travel") above the two trips to the Authority's region. Such expenses will be invoiced with the monthly statement and itemized accordingly. No charges will be expensed for cellular phone service, duplication, long distance telephone calls, subscription tracking tools, and any other incidental expenses. The Authority will reimburse the Consultant for any Authorized Travel in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

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

12.5 The Consultant 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 Consultant's invoice.

12.6 All invoices shall summarize work performed. For all expenses, the Authority requires documentation that is sufficient to establish that the expense was actually incurred.

## **13. NOTICES.**

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

## **EXHIBIT A – SCOPE OF SERVICES**

The overall goal of the scope of services to be provided by Consultant is to effectively leverage fiscal resources for water supply projects funding to meet existing and projected potable water supply demands within the Authority's four county area and to ensure that legislation does not negatively impact the Authority. Consultant shall perform the following specific services.

1. Advise Authority of opportunities to build relationships with other water user groups and forge partnerships for maximizing fiscal resource leveraging potentials;
2. Represent the interests of the Authority at meetings of the Governor's Office, Department of Environmental Protection and other agencies concerning water supply project funding, water conservation initiatives, and other water supply budget and policy matters that may impact the Authority or its member counties;
3. Represent the interests of the Authority at meetings of the Florida House of Representatives and Florida Senate, key legislative leadership, local delegations, and stakeholder groups;
4. Ensure that water supply development projects deemed important to the Authority are processed by appropriate agencies in a timely manner;
5. Advise the Authority of potential fiscal resource leveraging opportunities available from state, Southwest Florida Water Management District and other agencies;
6. Monitor legislation during any legislative committee week or legislative session for the Authority's legislative priorities and other issues that may impact the Authority;
7. Ensure that appropriate coordination is carried out with all related local, regional, and state agencies;
8. Ensure that the Authority is kept apprised of the status of legislative and funding activities and provide routine communication to the Executive Director on actions that may impact the Authority;
9. Monitor key legislative meetings, workshops, and hearings related to resource leveraging opportunities available to the Authority;
10. Provide key legislative members with information promoting the Authority and its water supply development activities;
11. Work in coordination with Board and Executive Director to develop legislative priorities;
12. Advise the Authority on strategies to enlist legislative support; and
13. Advocate on the Authority's behalf before Florida legislative and executive branches on Authority's priorities and appropriations and against legislation that may negatively impact the Authority.

other address as may from time to time be designated in writing by Authority's Board of Directors. All notices to the Consultant shall be given to Diane Salz, President and Owner, Diane R. Salz Governmental Consulting, 2529 Goose Pond Court, Tallahassee, Florida 32308.

**14. COUNTERPARTS.**

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:

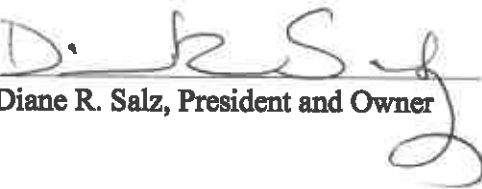
By:   
Patrick Lehman, Executive Director

By:   
Christopher G. Constance, Chairman

Prepared by

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

Consultant

By:   
Diane R. Salz, President and Owner

**BOARD APPROVED**

OCT - 5 2016

**Peace River Manasota  
Regional Water Supply Authority**

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
October 3, 2018**

**CONSENT AGENDA  
ITEM 8**

**Fourth Amendment to Agreement for General Counsel Services with  
Manson Bolves Donaldson Varn, P.A.**

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**Recommended Action -**

**Motion** to approve Fourth Amendment to Peace River Manasota Regional Water Supply Authority Agreement for General Counsel Services with Manson Bolves Donaldson Varn, P.A.

The Authority's existing Agreement for General Counsel Services with Manson Bolves Donaldson Varn, P.A. is effective October 1, 2015 for a term of three (3) years and expires September 30, 2018. Staff recommends amendment to the agreement for a five-year extension to the agreement with total fees not-to-exceed \$195,000 for FY 2019.

**Budget Action:** No action needed.

**Attachments:**

Tab A Fourth Amendment to Agreement for General Counsel Services

Tab B Existing Agreement for General Counsel Services

TAB A  
Fourth Amendment to Agreement for General Counsel Services



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

This FOURTH AMENDMENT entered into and effective this 1<sup>st</sup> day of October, 2018 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 109 North Brush Street, Suite 300, Tampa, Florida 33602, 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, which was subsequently amended on October 5, 2016, October 4, 2017, and May 30, 2018 (“Agreement”);

WHEREAS, Paragraph 9.1 of the Agreement provides for a three year term beginning October 1, 2015, and allows for an extension of the Agreement by mutual agreement;

WHEREAS, Paragraph 13.2 of the Agreement sets the total not to exceed amount for legal fees for Fiscal Year 2018 at One Hundred and Eighty Thousand Dollars (\$180,000), not including litigation fees associated with the formal administrative hearing challenging the Authority’s water use permit and litigation fees associated with the acquisition of easements necessary for the Phase 1 pipeline project (collectively the “Litigation Fees”), and requires the Authority Board of Directors to set the amount for total not to exceed amount for 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; and

WHEREAS, the Parties wish to extend the term of the Agreement and set the total not to exceed amount for legal fees for Fiscal Year 2019, excluding Litigation Fees.

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 9.1 is hereby deleted and replaced with the following:

9.1 The term of this Agreement is for five (5) years from October 1, 2018 unless earlier terminated as stated herein. The parties may agree in writing to extend the term.

2. The first sentence of Paragraph 13.2 is deleted and replaced with the following:

13.2 The Authority agrees to compensate the Firm \$225.00 an hour blended rate for attorneys and \$90.00 for paralegals for work performed within the scope set forth in Exhibit "A"; however, the total fees for Authority fiscal year 2019 (October 1, 2018 to September 30, 2019) shall not exceed One Hundred and Ninety-Five Thousand Dollars (\$195,000.00).

3. 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 FOURTH AMENDMENT on the day and year set forth above.

ATTEST:

PEACE RIVER MANASOTA  
REGIONAL WATER SUPPLY  
AUTHORITY

---

Patrick J. Lehman, P.E.  
Executive Director

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Alan Maio, Chair

---

Douglas Manson, Shareholder

TAB B  
Existing Agreement for General Counsel Services

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

This THIRD AMENDMENT entered into and effective this 30<sup>th</sup> day of May, 2018 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 109 North Brush Street, Suite 300, Tampa, Florida 33602, 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, which was subsequently amended on October 5, 2016 and October 4, 2017 ("Agreement");

WHEREAS, Paragraph 13.2 of the Agreement sets the total legal fees for Fiscal Year 2018, specifies that litigation legal services are not included within such amount, and provides that the provision of litigation legal services shall be contracted by amendment to the Agreement;

WHEREAS, Paragraph 13.3 of the Agreement provides that the Authority, through recommendation of the Executive Director and approval by the Board of Directors and Firm, may add additional services and compensation;

WHEREAS, Paragraph C. of Exhibit "A" of the Agreement provides that the Firm will provide litigation legal services pursuant to a separate work order or amendment to the Agreement, which sets the Firm's current standard litigation fees and an estimated budget for the litigation process;

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

WHEREAS, due to the filing of petitions for formal administrative hearing challenging the Authority's water use permit, litigation legal services by the Firm are needed and the Firm desires to provide such services in support and defense of the Authority's Water Use Permit No. 20010420.010; and

WHEREAS, easement needs to be obtained that will require the commencement of litigation to secure for the Phase 1 pipeline project.

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. A new Exhibit "B", which is attached to this Third Amendment, is added to the Agreement.
2. The terms, covenants and conditions set forth in the Agreement that have not been specifically amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this THIRD AMENDMENT on the day and year set forth above.

ATTEST:

  
Patrick J. Lehman, P.E.  
Executive Director

PEACE RIVER MANASOTA  
REGIONAL WATER SUPPLY  
AUTHORITY

  
Alan Maio, Chair

**BOARD APPROVED**

**MAY 30 2018**

**Peace River Manasota  
Regional Water Supply Authority**

  
Douglas Manson, Shareholder

**Exhibit "B"**  
**LITIGATION LEGAL SERVICES**  
**ASSOCIATED WITH THE AUTHORITY'S WATER USE PERMIT**

The Firm shall provide litigation legal services associated with the Authority's Water Use Permit No. 20010420.010 at the following rates:

Senior Attorneys:     \$350.00

Associates:            \$225.00

The estimated budget for the provision of litigation legal services in the litigation regarding the Water Use Permit in this matter is:

**\$500,000.00**

The estimated budget for the provision of litigation legal services for condemnation necessary for the Phase I pipeline project.

**\$50,000.00**

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

This **FIRST AMENDMENT** entered into and effective this 4<sup>th</sup> 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:

  
\_\_\_\_\_  
Patrick J. Lehman, P.E.  
Executive Director

PEACE RIVER MANASOTA  
REGIONAL WATER SUPPLY  
AUTHORITY

  
\_\_\_\_\_  
Alan Maio, Chair

BOARD APPROVED

OCT - 4 2017

Peace River Manasota  
Regional Water Supply Authority

  
\_\_\_\_\_  
Douglas Manson, Shareholder



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

This **FIRST AMENDMENT** entered into and effective this 5<sup>th</sup> 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.

<b><u>Type of Coverage</u></b>	<b><u>Amount of Coverage</u></b>
<b>Professional liability/ Errors and Omissions</b>	\$300,000 annual aggregate
<b>Commercial General Liability Insurance</b>	\$1,000,000 per occurrence \$2,000,000 aggregate
<b>Automobile Liability (optional /per case basis)</b>	\$1,000,000 combined Single Limit
<b>Workers' Compensation</b>	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.

ATTESTS:

By:

  
Patrick Lehman, Executive Director

**Peace River Manasota Regional Water  
Supply Authority**

By:

  
John R. Chopie, Chair

**BOARD APPROVED**

**AUG - 5 2015**

**Peace River Manasota  
Regional Water Supply Authority**

**Manson Bolves Donaldson, P.A.**

By:

  
Douglas Manson, Shareholder

## **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 3, 2018*

**CONSENT AGENDA**  
**ITEM 9**

**Work Order to Hazen and Sawyer for Water Quality Master Plan**

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**Recommended Action -**

**Motion** to authorize the Executive Director to approve a Work Order to Hazen and Sawyer for the 2020 Water Quality Master Plan with a cost not-to-exceed \$174,010.

Maintaining and expanding regional and local water supply connectivity promotes resilience and reliability for the region. This connectivity can also present management challenges associated with maintaining the quality of drinking water delivered through a supply system carrying and mixing waters of differing character. Water supply characteristics and treatment process differences impart slightly different water quality characteristics from each source. Additionally, disinfection strategies and corrosion control practices vary across the region based on each utility's needs and preference. Understanding the character and distribution of these water quality differences, the problems associated with mixing of such waters, and formulating means and methods to maintain excellent water quality in regional and local water supply systems is the goal of the Water Quality Master Plan. The propose plan will:

- Assess the current regional water quality provided to Authority Customers and recommend means and methods for continued production and delivery of regional supply that meets regulatory and Customer needs;
- Assess regional system and Customer facility/system water quality and provide guidance on implementation of strategies/methods for water quality improvements;
- Assess the potential implications of establishing regional water quality standards for water input into and delivered through the regional system, and;
- Provide a review of future regulations that could impact PRMRWSA and its Customers.

Development of a Water Quality Master Plan is identified in the Authority's Strategic Plan and is approved as part of the FY 2019 budget. This work is proposed to be conducted by Hazen and Sawyer through the Authority's library of professional consultants. Staff recommends the Board authorize the Executive Director to approve a Work Order to Hazen and Sawyer Inc., for the 2020 Water Quality Master Plan for a cost not-to-exceed \$174,010 which includes a contingency amount of \$15,000 to be used only at the Executive Director's discretion as may be needed for unforeseen issues.

**Budget Action:** No action needed.

**Attachments:**

Work Order for the 2020 Water Quality Master Plan for Hazen and Sawyer Inc.

## Peace River Manasota Regional Water Supply Authority

### Water Quality Master Plan

#### Scope of Services

#### INTRODUCTION

Hazen and Sawyer (Hazen) has been selected as one of Peace River Manasota Regional Water Supply Authority's (PRMRWSA's) general services consultants in accordance with the Agreement for Consulting Engineering Service (AGREEMENT) dated December 2, 2015. Professional services performed under this scope of services are to be performed in accordance with applicable conditions set forth in that AGREEMENT.

The PRMRWSA currently provides potable water to four Customers; Charlotte County, DeSoto County, Sarasota County and the City of North Port. While Manatee County is a Member and a contract Customer of the Authority, the County does not currently receive any water from the PRMRWSA. However, there are plans to interconnect and deliver water to Manatee County in the future. The Authority also operates and maintains an emergency interconnect with the City of Punta Gorda.

The PRMRWSA drinking water facility (Peace River Water Treatment Facility or PRF) is located in DeSoto County. Water produced at the PRF is delivered to PRMRWSA Customers through approximately 70 miles of large diameter transmission mains. The PRF has a treatment capacity of 51 million gallons per day (MGD) and treats surface water from its two storage reservoirs (combined capacity of 6.52 billion gallons). All raw water in the reservoirs originates from the Peace River but the reservoirs are also augmented by withdrawals from the PRMRWSA Aquifer Storage and Recovery (ASR) system during dry periods. The ASR system is currently recharged with potable water, but testing is on-going for using partially treated surface water for ASR recharge and storage in the future. At the PRF, raw water is treated with powdered activated carbon (PAC) for taste and odor control followed by alum coagulation, flocculation, sedimentation, primary disinfection with free chlorine, followed by chloramine formation, filtration and pH stabilization. PRMRWSA is required to meet current federal and state drinking water regulations, and no additional water quality requirements have been established between PRMRWSA and their customers regarding delivered water. As a result, PRMRWSA utilizes the Florida Department of Environmental Protection (FDEP) drinking water standard maximum limits for regulated water quality parameters.

PRMRWSA requested that Hazen prepare a Water Quality Master Plan (WQMP) with a 20-year planning horizon (Year 2020 through 2040) to:

- Assess the current regional water quality provided to Authority Customers and recommend means and methods for continued production and delivery of regional supply that meets regulatory and Customer needs
- Assess regional system and Customer facility/system water quality and provide guidance on implementation of strategies/methods for water quality improvements;
- Assess the potential implications of establishing regional water quality standards for

- water input into and delivered through the regional system, and
- Provide a review of future regulations that could impact PRMRWSA and its Customers.

The scope of services includes the following tasks:

- Task 1 – Project Management
- Task 2 – Kickoff Meeting and Data Review
- Task 3 – Regional Distribution System Water Quality Assessment and Recommendations
- Task 4 – Regional Water Quality Standards Evaluation
- Task 5 – Regulatory Assessment
- Task 6 – WQMP Report Preparation

The detailed scope of services follows.

## **A. SCOPE OF SERVICES**

### **Task 1 – Project Management**

This task will involve overall project management by Hazen, as well as coordination with PRMRWSA and the Engineer (HDR) developing the PRMRWSA Water Supply Master Plan.

#### **1.1 – Budget Management and Project Coordination**

Manage the budget, schedule, and invoicing throughout the duration of the project. Hazen will coordinate with PRMRWSA's Project Manager throughout the project via meetings, email, and phone conversations to respond to questions, provide project updates, and discuss project requirements.

#### **1.2 – Water Supply Master Plan Coordination**

Hazen will coordinate with the Engineer performing the PRMRWSA Water Supply Master Plan to obtain relevant water quality modeling information for the regional system, as well as a narrative of current and proposed operational protocols for conveyance of water at interconnects between PRMRWSA and its MGs, customers, and non-member partners. This task will be limited to 40 hours of effort.

#### **1.3 – Schedule Coordination**

Hazen will prepare a schedule which will incorporate all proposed tasks. The schedule will identify key deliverables and milestones throughout the project duration. The schedule will also note specific tasks that are contingent upon activities to be completed by the Engineer conducting the PRMRWSA Water Supply Master Plan.

### **Task 2 – Kickoff Meeting and Data Review**

#### **2.1 – Kickoff Meeting**

Hazen will lead an in-person kickoff meeting with PRMRWSA staff. The purpose of the kickoff meeting is to introduce the team, and to discuss project scope, anticipated

activities, project schedule, and communication protocols. Hazen will submit a data request prior to the meeting and will review data needs during the kickoff meeting. Hazen will prepare an agenda and distribute meeting minutes from the kickoff meeting.

## **2.2 – Data Review and Analysis**

Prior to the kickoff meeting, two data requests will be submitted to the PRMRWSA Project Manager: one intended for delivery to PRMRWSA staff and one intended for delivery to PRMRWSA Customer staff.

The data request for PRMRWSA staff will include, but is not limited to:

- 2015 Water Supply Master Plan (Hazen has an electronic copy dated 4/2015)
- Raw water source management – input from PRMRWSA on the triggers for selecting each of the water sources.
- Two or more calendar years of total organic carbon (TOC) concentration data, as well as surrogate parameters, such as UV-254, for raw river water, raw reservoir water, finished water, withdrawn water from the aquifer storage and recovery (ASR) system, and sampling points in the distribution system. Data to be provided in Excel format,
- Two or more calendar years of Monthly Operating Reports (MORs),
- Two or more calendar years of disinfection byproduct (DBP) concentration data for finished water, withdrawn water from ASR system, and sampling points in the distribution system,
- Two or more calendar years of Lead and Copper Rule compliance data,
- Two or more years of annual FAC 62-550 facility and system water quality data as reported to the FDEP,
- Process flow diagram (PFD) and record drawings for the PRF (digital/PDF versions, if possible),
- Information regarding operational protocols and/or standard operating procedures for PRF liquid and solids processes,
- Daily quantities and TDS (or conductivity) data on raw water diverted from the river over the study period.
- Daily raw water reservoir storage volume over the study period,
- Daily TDS (or conductivity) data on raw water pumped to the treatment plant from the reservoir system and for the finished water over the study period,
- Data on ASR Recovery operations including the date recovery started and stopped, the daily recovery rate and Bromide, TDS (or conductivity) data as available,

The data request for Customer governments will include, but is not limited to:

- Two or more calendar years of TOC concentration data for points of connection (POCs) and sampling points in the MG/customer distribution system. Data to be provided in Excel format,
- Two or more years of annual FAC 62-550 facility and system water quality data as reported to the FDEP,
- Two or more calendar years of disinfection byproduct (DBP) concentration data for finished water at the interconnect points and sampling points in the distribution system. Data to be provided in Excel format,
- Two or more calendar years of Lead and Copper Rule compliance data. Data to be provided in Excel format,
- A description of triggers and protocols for distribution system flushing, including any nitrification assessment and control practices used by the utility,
- Two or more calendar years of water usage and flushing flow rates. Data to be provided in Excel format,
- Two or more calendar years of retail customer complaint data to assist in identifying areas of concern within service areas,
- A description of corrosion control strategies currently in practice,
- System storage, distribution system chlorine boosting and control methodology (if any)
- System residual and pH data

Hazen will tabulate and review the information collected from the above data requests to establish a source water, treated water, delivered water, and Customer distribution water quality “baseline” for the PRMRWSA. Each baseline will include data throughout the course of the year, identify the range of conditions, and the typical conditions.

Hazen will also review raw water, treated water, distribution system, and Customer operational protocols to identify the operating conditions that correlate to the water quality baselines discussed in the above paragraph.

Hazen will review water quality data and operational protocols to develop an operational baseline at the PRF for the liquid and solid treatment systems.

### **Task 2.3 – Water Quality and Operational Baseline Review Meeting**

Hazen will meet with PRMRWSA staff to review the findings from the data review and development of water quality and operational baselines. Hazen will develop a Powerpoint presentation to present a summary of the findings, receive comments from

PRMRWSA staff, and reach consensus on information to be incorporated into the WQMP.

### **Task 3 – Regional Distribution System Water Quality Assessment**

This task will include a limited assessment of the potential impacts of regional distribution system operation and water quality based on treatment changes at the PRF. Task 3.1 will include one workshop to provide an opportunity for discussion between PRMRWSA, MG, and customer staff to review findings in Tasks 3.2 and 3.3. Task 3.2 will assess potential PRF treatment improvements and their impact on the distribution systems, while Task 3.3 will evaluate the various existing approaches to corrosion control across the region and the potential for a future unified regional approach.

#### **3.1 – MG and Customer Workshop**

One workshop will be facilitated by Hazen and is intended for staff attendance from PRMRWSA, MGs, and customers. The purpose of the workshop will be to discuss findings from Subtasks 3.2 and 3.3, such as those pertaining to the relationship between delivered water quality and flushing requirements and the compatibility of different corrosion control strategies across the systems. Two engineers from Hazen will attend the workshop. Hazen will prepare a Powerpoint presentation for the workshop and distribute meeting minutes after the workshop to summarize the discussion.

#### **3.2 –Treatment Evaluation to Assess Potential Impacts to the MG Systems**

This task will include identifying the status quo with respect to current flushing practices, review the water quality and operational practices that are impacting flushing, and identify next steps for further evaluation to help reduce flushing needs. To establish an understanding of current flushing practices, MGs and customers will be asked to provide flushing data, as well as a description of flushing triggers and protocols, as part of Task 2. One common cause cited for flushing is low chloramine residual and some research suggests that TOC and temperature are two important variables.

A desktop evaluation will be conducted to identify the required treatment to lower the TOC levels and the potential improvements to the distribution system. Up to three technologies for TOC removal will be considered for additional TOC removal at the PRF (One of these technologies will include a 5.0 MGD Reverse Osmosis system treating raw brackish water blended with filtered water from the PRF). Available TOC removal processes will be described in terms of their potential performance (i.e., range of anticipated TOC concentrations that may be achieved), conceptual cost (Based on size of system (\$/MGD of capacity)), and compatibility with existing processes at the PRF.

To assist with the desktop evaluation, this task will include TOC characterization of the raw and finished water as well as after each major treatment process by way of fluorescence excitation emission matrices (EEMs) for two sampling events. One sampling event will be scheduled for the dry season and the other for the wet season. Samples will be collected at the same locations for the EEMs for disinfection by-product formation potential (DBPFP) and TOC analyses. EEMs provide a fluorescent signature for raw water TOC, as well as the TOC that remains after existing treatment. The various peaks within the fluorescent signature speak to the relative significance of TOC components (e.g., humic fraction, fulvic fraction, protein fraction). TOC characterization

will help inform the relationships observed between TOC, disinfection byproduct formation, and chloramine stability. The TOC characterization may also help with evaluating the suitability of various TOC removal processes.

### **3.3 – Corrosion Control Evaluation**

The existing corrosion control strategies for each MG/customer will be reviewed with the intent to create a regionally spatial representation of the various methods in use. An overall description and water quality requirements will be developed for each corrosion control strategy identified by PRMRWSA, MGs, and customer staff.

Interfaces between corrosion control strategies will be identified (i.e., where one strategy may be blended with another due to the movement of water) as well as the shifting of interface zones based on regional source rotation on a seasonal basis. The interface information will be based on work by the Water Supply Master Plan Engineer. The compatibility of identified corrosion control strategies at interfacial regions will be reviewed, including the agreement and/or disagreement between water quality requirements for the successful operation of each identified corrosion control strategy.

In addition to discussing the compatibility of corrosion control strategies that are currently in use, the potential advantages and disadvantages of a regional corrosion control strategy will be evaluated. This effort will include a qualitative discussion on the technical implications of a regional corrosion control strategy. This discussion will support further evaluation of regional water quality standards in Task 4.

### **3.4 Task 3 Review Meeting**

Hazen will meet with PRMRWSA staff to review the findings from Tasks 3.1-3.3. Hazen will develop a Powerpoint presentation to present a summary of the findings, receive comments from PRMRWSA staff, and reach consensus on information to be incorporated into the WQMP.

## **Task 4 – Regional Water Quality Standards Evaluation**

This task will include an evaluation of potential regional water quality standards and standard operating procedures/guidelines that could be imposed on all inputs to the regional distribution system. Regional water quality standards would require buy-in from PRMRWSA, as well as all its Customers. If implemented, finished water from PRMRWSA may be subject to water quality standards in addition to federal and state water quality requirements. Finished water that enters the regional distribution system by way of other entities would also be subject to these requirements. This task will be limited to identifying these potential standards, but not formalizing them as policy.

### **4.1 – Review of Precedents for Regional Water Quality Standards**

This task will include the identification and discussion of potential frameworks used by up to 3 other wholesale water suppliers in Florida and other states for the establishment and implementation of regional water quality standards. These examples will serve as points of reference for PRMRWSA, and Customer consideration of contractual requirements and/or BMPs for regional water quality standards. Hazen will review the different frameworks and identify advantages and disadvantages associated with



regional water quality standards for incorporation into the WQMP.

#### **4.2 – MG and Customer Workshop**

This task includes one workshop that will be facilitated by Hazen and is intended for staff attendance from PRMRWSA, and Customers. At the workshop, MGs and customers will be asked to provide input as to the water quality parameters that they prioritize at interconnects, as well as any suggested triggers for action outside of federal and state requirements. Hazen will present information obtained during Task 4.1 to get feedback from Customers. For example, Customer staff will be asked if an action plan may be triggered by the TOC concentration at a point of connection exceeding a given value and/or what water quality parameters and associated ranges dictate when operational adjustments are needed.

#### **Task 5 – Regulatory Assessment**

Hazen will review both existing and anticipated future regulatory requirements to establish a framework under which existing and potential future treatment processes at the PRF should be evaluated. Existing rules and requirements that will be considered include the Surface Water Treatment Rule (SWTR), Long-term 2 Enhanced SWT, Stage 2 Disinfectants/Disinfection Byproducts Rule (D/DBPR), Lead and Cooper Rule (LCR), and Total Coliform Rule (TCR). Addition to currently regulated parameters, potential future regulations and contaminants will also be considered, including:

- Unregulated Contaminants Monitoring Rule 4 (UCMR4) contaminants:
  - Brominated haloacetic acids, including HAA6Br and HAA9
  - Manganese
  - Cyanotoxins (USEPA established health advisories for two cyanotoxins in 2015)
  - Hexavalent chromium
  - Strontium
  - Bromide
- Lead and Copper Rule (LCR) long-term revisions
- Perchlorate (DBP formed from hypochlorite systems)
- Other contaminants of potential regulatory concern (e.g., perfluorinated compounds, nanoparticles, etc.)

Hazen will provide a summary of the current regulations and pending or potential future drinking water regulations that may influence decisions about operations and/or treatment technology selection at the PRF. Using the Hazard Analysis and Critical Control Point (HACCP) approach, Hazen will develop a matrix of the regulations with the various existing treatment technologies at the PRF to assist in the evaluation of existing treatment barriers, source water monitoring, and process monitoring. This task will allow PRMRWSA to consider a source water and treatment process monitoring program that is focused on prioritized risks and the ongoing maintenance of

critical barriers.

## **Task 6 – Water Quality Master Plan Report**

The reference materials, approach, findings, and recommendations of the previous tasks will be documented in the WQMP.

### **6.1 – Draft Water Quality Master Plan**

The draft WQMP will summarize the data, approach, findings, and recommendations from Tasks 2 through 5. More specifically, the draft report will include:

- Description of the PRMRWSA treatment and delivery baseline developed in Task 2
- Findings related to regional approaches for improved water quality and distribution system management
- Potential regional water quality standards and potential frameworks and anticipated implications of implementation; and
- Summary of current and potential future regulatory requirements.

All data collected as part of the WQMP effort will be organized and documented as appendices to the draft WQMP report. The draft WQMP report will be electronically submitted to PRMRWSA staff in native file format for review and comment.

### **Task 6.2 – Draft Water Quality Master Plan Review Meeting**

Hazen will meet with PRMRWSA staff to review the draft WQMP. Hazen will receive comments from PRMRWSA staff and reach consensus on edits to be incorporated into the Final WQMP.

### **Task 6.3 – Final Water Quality Master Plan**

Upon receipt of comments from PRMRWSA and discussion at the review meeting, Hazen will prepare the final WQMP. Final documents will be electronically submitted to PRMRWSA for approval before the completion of the project.

### **Task 6.4 – Presentation to PRMRWSA Board**

Two engineers from Hazen will attend one Board meeting to present the WQMP to the PRMRWSA Board. Prior to the meeting, Hazen will prepare a draft PowerPoint presentation for review by PRMRWSA staff. Revisions from PRMRWSA will be incorporated into an updated draft PowerPoint presentation by Hazen for a second round of review and feedback from PRMRWSA staff. After the second review period, final comments will be incorporated into the presentation by Hazen.

## **B. DELIVERABLES**

### **Task 1 Deliverables**

- Monthly invoices and status reports

- Project schedule (updates with monthly status reports)

#### **Task 2 Deliverables**

- Kickoff meeting agenda and minutes
- Formal data request to PRMRWSA staff and MG/customer staff
- Data review and operational and water quality baseline meeting agenda and minutes

#### **Task 3 Deliverables**

- MG and customer workshop agenda and minutes
- Task 3 review meeting agenda and minutes

#### **Task 4 Deliverables**

- Review of precedents for regional water quality standards will be included in the WQMP report
- MG and customer workshop agenda and minutes

#### **Task 5 Deliverables**

- No deliverables; regulatory assessment to be included in the WQMP report

#### **Task 6 Deliverables**

- Electronic copy of draft WQMP report for PRMRWSA review
- Electronic copy of final WQMP report in native file format
- Electronic copy of draft WQMP Board Meeting presentation for the first round of PRMRWSA review
- Electronic copy of draft WQMP Board Meeting presentation for the second round of PRMRWSA review
- Electronic copy of final WQMP Board Meeting presentation

### **C. ASSUMPTIONS**

1. PRMRWSA will provide chemicals and equipment for jar testing.
2. Hazen will not review contractual, legal, or other non-technical elements related to the analysis of a regional-wide set of water quality standards.
3. PRMRWSA, and Customers will provide requested data in electronic format that can be edited and manipulated, where possible.
4. PRMRWSA will be responsible for any sampling and laboratory testing required for the above scope.

### **D. SCHEDULE**

Schedule for Hazen services will commence upon Notice-to-Proceed and a kickoff meeting with PRMRWSA should be scheduled within two weeks. See table below for scheduled time periods for tasks/deliverables.

<b>Task</b>	<b>Number of Calendar Days from Notice to Proceed</b>
Task 1. Project Management	365
Task 2. Kickoff Meeting and Data Review	90
Task 3. Regional Distribution System Water Quality Assessment and Recommendations	180
Task 4. Regional Water Quality Standards Evaluation	240
Task 5. Regulatory Assessment	240
Task 6. Water Quality Master Plan Report	365

**E. COMPENSATION**

The PRMRWSA agrees to compensate Hazen for Tasks 1 through 6 on a lump sum basis with a not-to-exceed fee of \$174,010 as provided for in Section 6 of the AGREEMENT. The fee includes a \$15,000 Owner’s Allowance for any additional services that may be requested and authorized by PRMRWSA. It should be noted that task level fees are estimates only and Hazen reserves the right to transfer funds between tasks with PRMRWSA’s approval. If additional work is required that exceeds the total amount specified in this assignment, an addendum will be provided and subject to approval by PRMRWSA prior to proceeding with the requested work. Progress payments will be due and payable monthly and shall identify personnel, hours worked, hourly rate, and personnel classification. Breakdown by task is as follows:

<b>Bundled Asset Line Item Expansion</b>	<b>Basis</b>	<b>Compensation</b>
Task 1. Project Management	LS	\$21,580
Task 2. Kickoff Meeting and Data Review	LS	\$23,900
Task 3. Regional Distribution System Water Quality Assessment and Recommendations	LS	\$37,950
Task 4. Regional Water Quality Standards Evaluation	LS	\$16,280
Task 5. Regulatory Assessment	LS	\$7,940
Task 6. Water Quality Master Plan Report	LS	\$51,360
Owner's Allowance	LS	\$15,000
<b>Total</b>		<b>\$174,010</b>

The PRMRWSA's Executive Director is authorized to adjust task item amounts and reallocate funds between tasks if such adjustment does not result in an increase to the total fee amount. The above budgeted task amounts are not to be exceeded without prior written approval of the Authority.

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*October 3, 2018*

**CONSENT AGENDA**  
**ITEM 10**

**Closed Door Attorney - Client Session**

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**Recommended Action -**

**Motion** to conduct Closed Door Attorney – Client Session pursuant to Section 286.011(8), Florida Statutes, on October 3, 2018 @ 11:30 a.m. (or as soon thereafter) to be convened in DeSoto County Board Conference Room to discuss settlement negotiations and/or strategy related to litigation expenditures covering the DOAH hearing captioned Polk Regional Water Cooperative (Case No. 18-3276), Polk County (Case No. 18-3278), City of Bartow (Case No. 18-3280), City of Ft. Meade (Case No. 18-3282), City of Lakeland (Case No. 18-3283) City of Wauchula (Case No. 18-3288) and City of Winter Haven (Case No. 18-3289) vs. Peace River Manasota Regional Water Supply Authority and Southwest Florida Water Management District.

Based on the seven petitions requesting formal administrative hearings that have been filed with the Southwest Florida Water Management District associated with the issuance of the Authority's water use permit 20010420.010, Mr. Manson advises the Board of Directors that a closed door attorney-client session is needed to discuss settlement negotiations and/or strategy related to litigation expenditures. The closed door attorney-client session will be attended by the following: Board members Maio, Langford, Doherty and Trace, Executive Director Patrick Lehman, General Counsel Douglas Manson, and a court reporter.

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*October 3, 2018*

**REGULAR AGENDA**  
**ITEM 1**

**Water Supply Conditions**

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**Presenter -** Richard Anderson, System Operations Manager

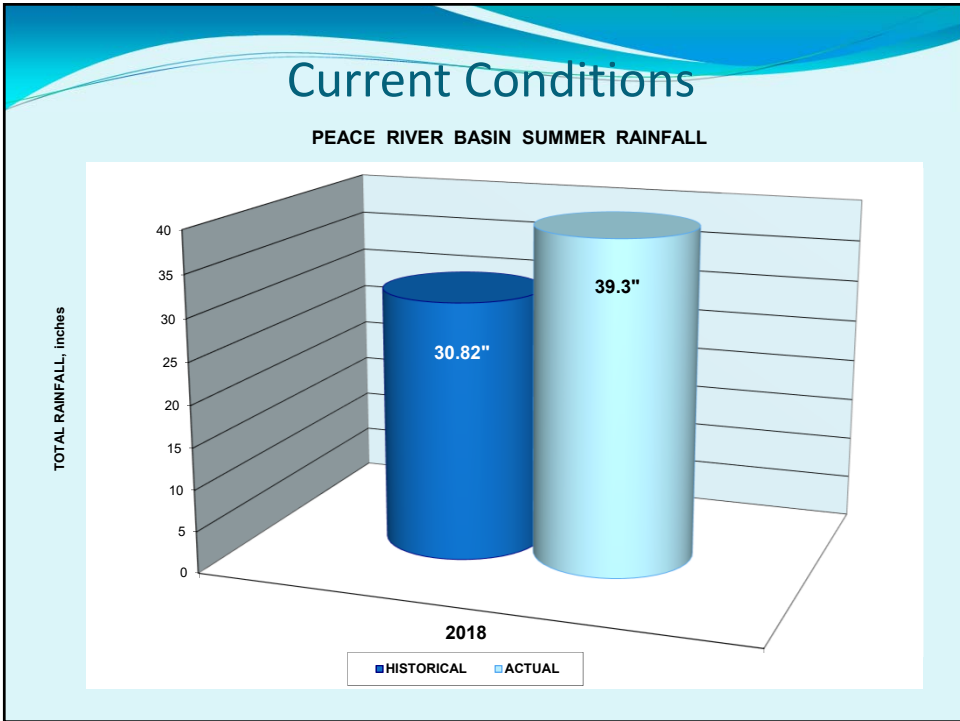
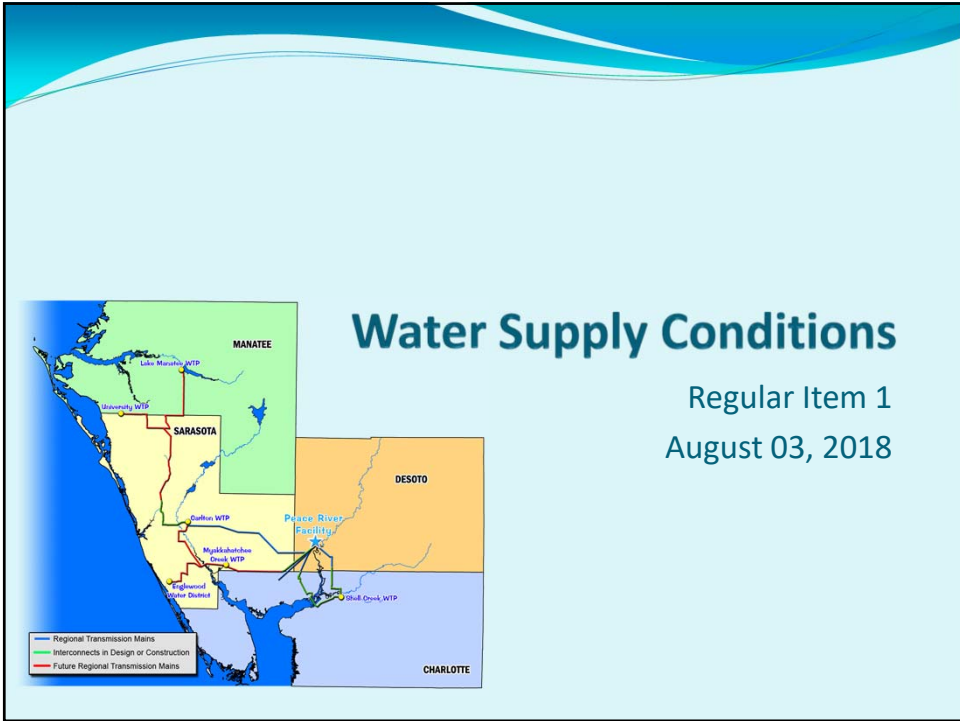
**Recommended Action -** **Status Report.** This item is presented for the Board's information and no action is required.

Water Supply Conditions at the Peace River Facility as of September 18, 2018.

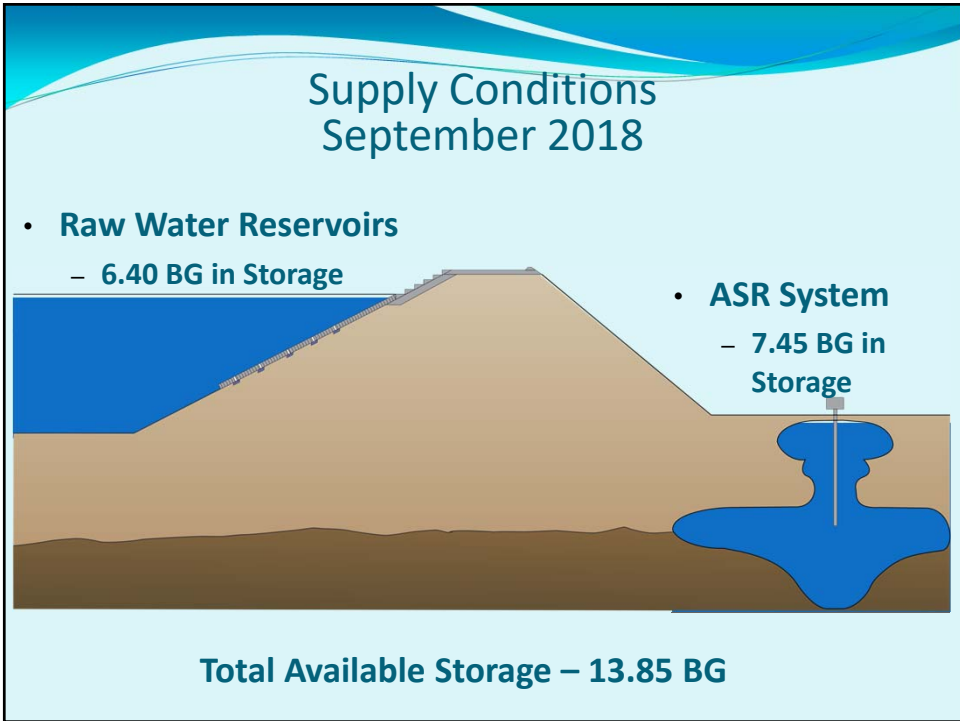
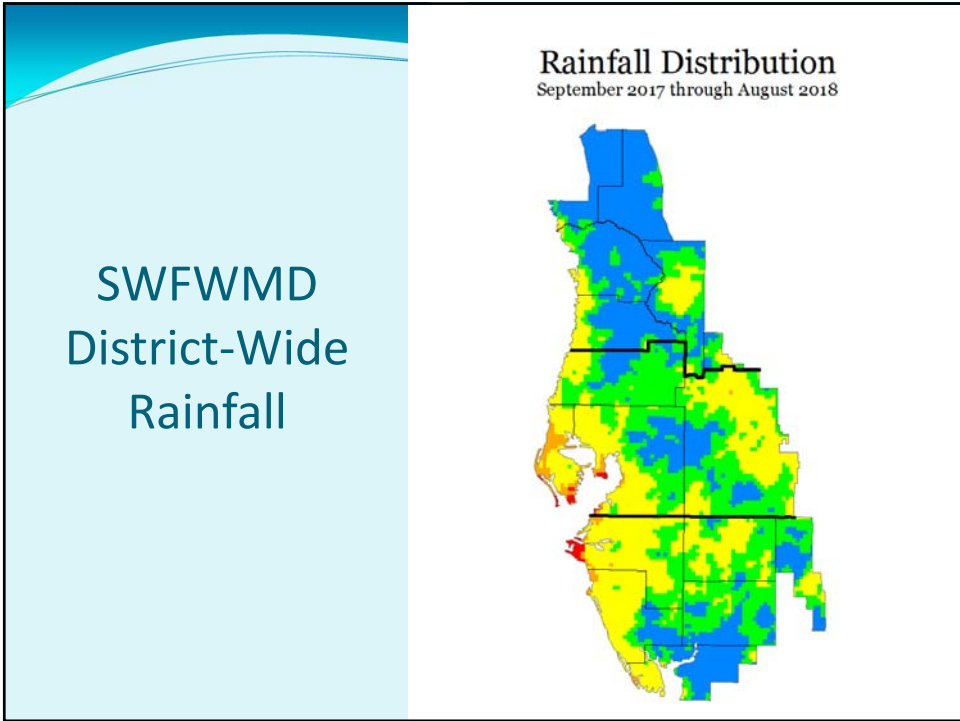
- Water Supply Quantity: Excellent
- Treated Water Quality: Excellent

September Water Demand	20.01 MGD
September River Withdrawals	28.15 MGD
<u>Storage Volume:</u>	
Reservoirs	6.40 BG
ASR	<u>7.45 BG</u>
Total	13.85 BG

**Attachments:**  
Presentation Materials







## Regional Water Production and Use August 2018



Source	Capacity [MGD]	August 2018 [MGD]
Authority System	34.70	21.50
County & City Facilities	69.97	41.05
<b>Total Capacity &amp; Production</b>	<b>104.7</b>	<b>62.55</b>
Export to Non Authority Customers	NA	(3.43)
<b>Authority Customer Total Water Use</b>	<b>104.7</b>	<b>59.12</b>

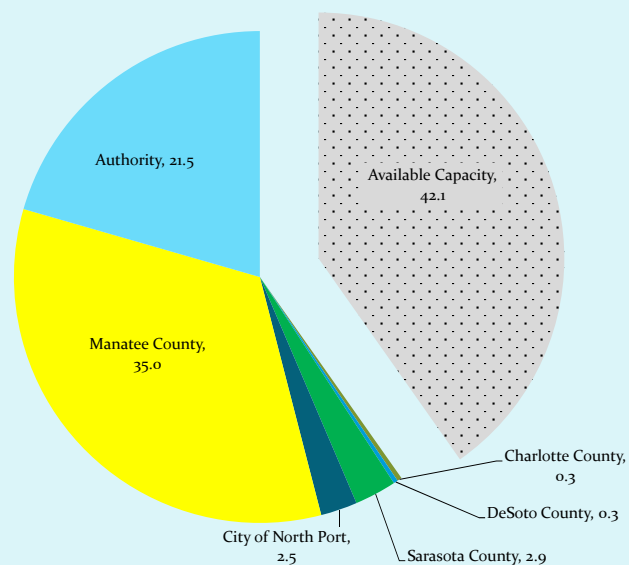
## Regional Utilization August 2018

104.7 MGD  
Available

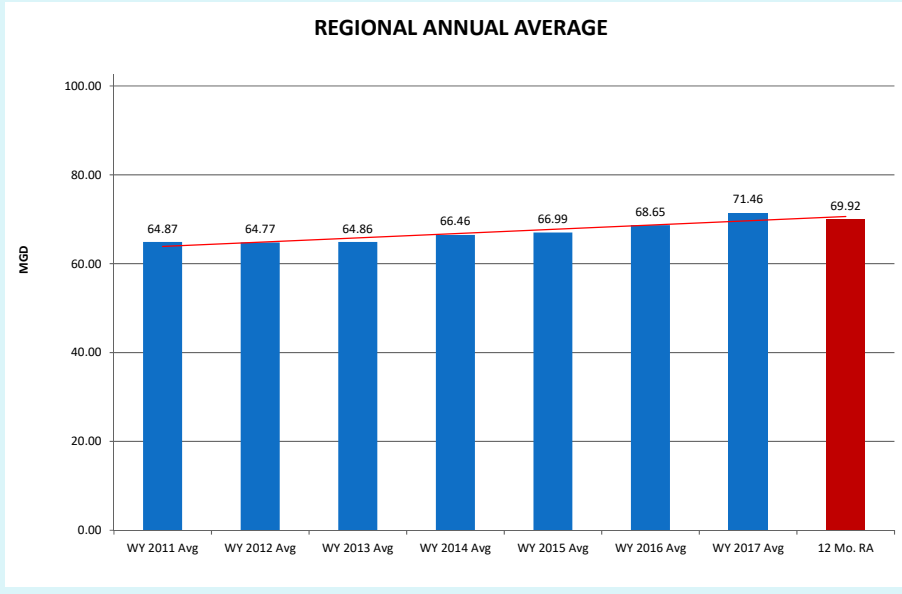
62.55 MGD  
Used

42.15 MGD  
Available

59.75 %  
Utilized



## Regional Demand

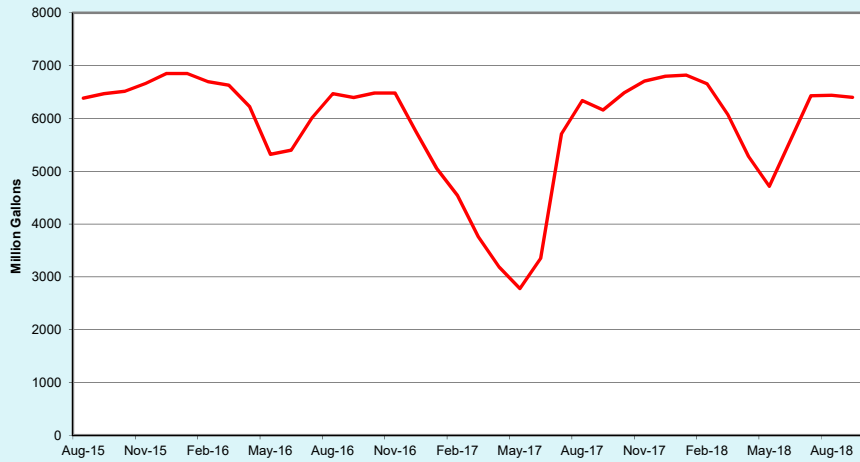


## Questions?



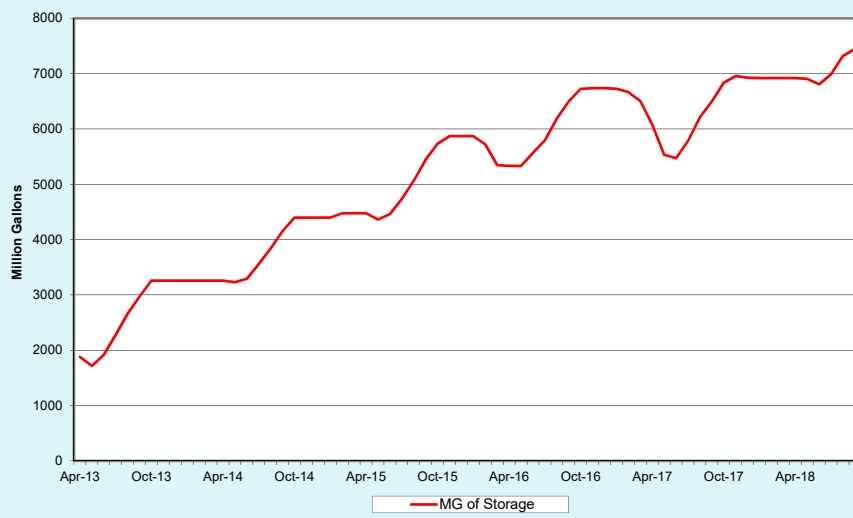
# Surface Water Storage

Peace River Facility Reservoir System Storage



# ASR Storage

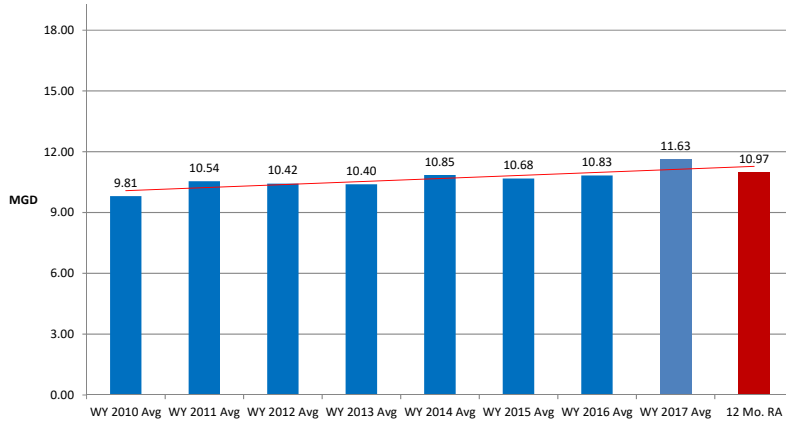
Peace River Facility ASR System Storage



## Charlotte County

Source	Capacity [MGD]	August 2018 [MGD]
Peace River Facilities	16.10	9.37
Charlotte Self Supply	3.17	0.31
<b>TOTAL</b>	<b>19.27</b>	<b>9.68</b>

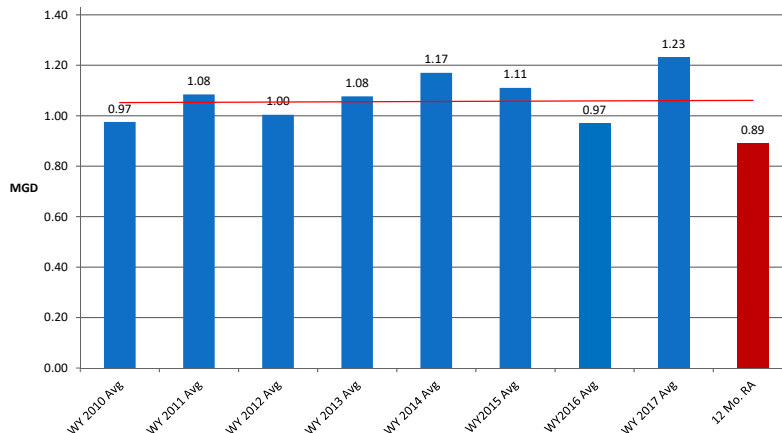
### ANNUAL AVERAGE USAGE



## Desoto County

Source	Capacity [MGD]	August 2018 [MGD]
Peace River Facilities	0.675	0.63
Desoto Self Supply	0.75	0.30
<b>TOTAL</b>	<b>1.425</b>	<b>0.93</b>

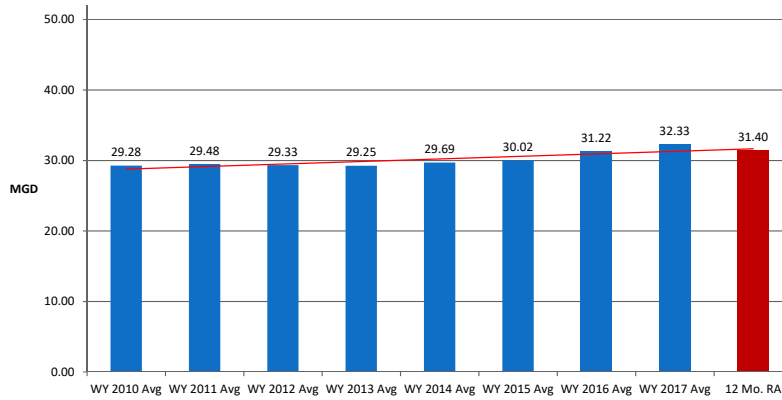
### ANNUAL AVERAGE USAGE



## Manatee County

Source	Capacity [MGD]	August 2018 [MGD]
Manatee Self Supply	52.00	27.62
Export to Sarasota Co.	NA	3.99
Export to Others	NA	3.43
<b>TOTAL</b>	<b>52.00</b>	<b>35.04</b>

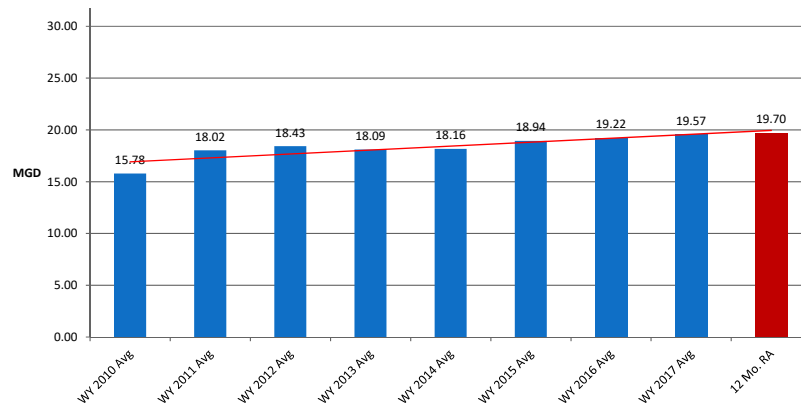
### ANNUAL AVERAGE USAGE



## Sarasota County

Source	Capacity [MGD]	August 2018 [MGD]
Peace River Facilities	15.06	11.13
Import from Others	8.00	4.03
County Self Supply (Wellfields)	10.52	2.88
<b>TOTAL</b>	<b>33.58</b>	<b>18.04</b>

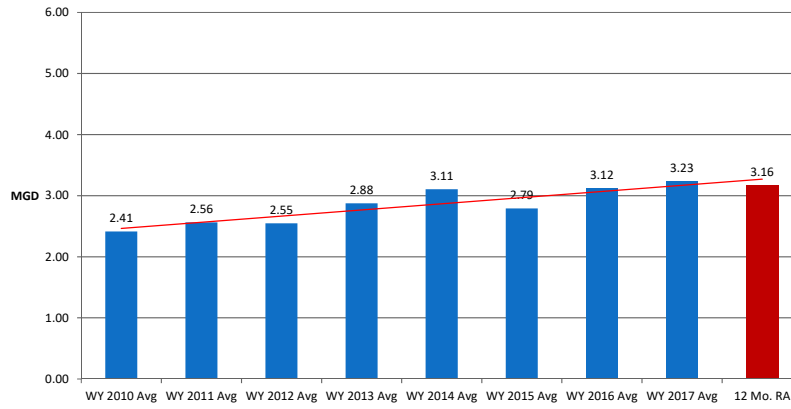
### ANNUAL AVERAGE USAGE



# North Port

Source	Capacity [MGD]	August 2018 [MGD]
Peace River Facilities	2.865	0.37
North Port Self Supply	3.30	2.52
Water Exchanged/Transferred	N/A	-0.04
<b>TOTAL</b>	<b>6.165</b>	<b>2.86</b>

## ANNUAL AVERAGE USAGE



**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*October 3, 2018*

**REGULAR AGENDA**  
**ITEM 2**

**Annual Review of Executive Director**

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**Presenter -**

Commissioner Alan Maio, Chairman

Authority policy provides that the chairman shall review the evaluation forms completed and submitted by each Board member and develop any appropriate recommendations which shall be presented for consideration by the Board. Commissioner Maio will meet with Mr. Lehman and based on the overall review bring a recommendation the Board for its consideration at the December meeting.



PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
 EXECUTIVE DIRECTOR EVALUATION  
 October 3, 2018

Director	Communication	Leadership	Integrity and Professionalism	Organizational and Project Oversight	Intergovernmental Relations/ Oversight with Others	Budget Planning and Oversight	Judgement and Decision Making	Total	Average
Alan Maio	5	5	5	5	5	5	5	35	5
Elton Landford	5	5	5	5.0	5	5	5	35	5
Ken Doherty	4	4.5	5	4.5	4.5	4.5	4.5	31.5	4.5
Pricilla Trace	4	4	4.0	4.0	3	4.0	4.0	27	3.9
Average	4.5	4.6	4.8	4.6	4.4	4.6	4.6	32	4.6

Rating Scale:

- 5 Excellent
- 4 Good
- 3 Satisfactory
- 2 Fair
- 0-1 Unsatisfactory

**Commissioner Maio**

## EXECUTIVE DIRECTOR EVALUATION

EXECUTIVE DIRECTOR:

PAT LEHMAN

COMMISSIONER:

ALAN MAIO

EVALUATION PERIOD:

2018

to

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### EVALUATION INSTRUCTIONS:

#### **PERFORMANCE CATEGORIES**

The Performance Categories that comprise this evaluation tool may be considered subjective, but they are closely aligned with the duties that are performed regularly by the incumbent. With each Performance Category are listed a few key elements for the evaluator to consider. Please score each Performance Category based on the elements listed and other relevant criteria.

#### **RATING SCALE FOR QUALITY OF PERFORMANCE**

The following rating scale should be used to rate each specific statement under each of the performance dimensions of the Personnel Performance Assessment and Evaluation, and to rate overall performance in each of the categories. Overall performance rating shall determine the merit increase of the executive director as shown in parenthesis.

- 5 **EXCELLENT**: The incumbent consistently demonstrates performance that significantly surpasses reasonable expectations related to the performance dimension.
- 4 **GOOD**: The incumbent consistently demonstrates performance that often surpasses reasonable expectations related to the performance dimension. The individual demonstrates no appreciable performance deficiencies.
- 3 **SATISFACTORY**: The incumbent consistently achieves the reasonable expectations related to the performance dimension. The individual demonstrates an acceptable degree of competence and performance.
- 2 **FAIR**: The incumbent achieves the minimum of expectations related to the performance dimension. The individual requires development in specific areas in order to meet the reasonable expectations for the performance dimension.
- 0-1 **UNSATISFACTORY**: The incumbent occasionally achieves minimum expectations related to the performance dimension and may be unsuited for the position.

1. **ABILITY TO COMMUNICATE**

Provide effective level of communications to Commissioners and the public and follow up regarding issues and services.

- Expresses information orally in a clear and concise manner when making presentations to groups or individuals
- Ensures open lines of communication with the Commissioners and all levels of the organization by providing updates related to policy changes, project status, and other items of importance
- Maintains effective communications with the media, and is proactive in providing accurate information that is important to the public

Overall Rating for Ability to Communicate:	5
<u>Comments:</u> PAT EXCELS AT THIS. HE CONSISTENTLY UPDATES ALL FOUR COMMISSIONERS INDIVIDUALLY. HE PROVIDES ALL MEDIA COMPLETE INFORMATION ON THE BOARDS VIEW.	

2. **LEADERSHIP**

Provide leadership and supervision for the Authority to insure accountability and productivity.

- Leads by example by adhering to the Authority's established policies, rules, and procedures, and ensuring that subordinates do the same
- Motivates people, sparks others to take action, and takes action himself to achieve goals and policies of the Board
- Capable and composed in high pressure situations

Overall Rating for Leadership:	5
<u>Comments:</u> VERY CAPABLE AND COMPOSED IN HIGH PRESSURE SITUATIONS. STAFF PRESENTATIONS ARE EXCELLENT. STAFF MORALE IS EXCELLENT.	

3. **INTEGRITY AND PROFESSIONALISM**

**Builds credibility, confidence, and a reputation for professionalism with the public, co-workers, and Commissioners.**

- Sets and adheres to high ethical standards of behavior, both personally and professionally
- Leads the organization by example in adhering to the Authority's established policies, rules, and procedures, and ensuring that subordinates do the same
- Ensures that all business conducted by the PRMRWSA is free of conflicts of interest or practices that might be construed as illegal, unethical, or un-professional

Overall Rating for Integrity and Professionalism:	5
<b>Comments:</b> PAT INSURES WE ALL ADHERE EXACTLY TO SUNSHINE & ETHICS RULES HE LEAD BY EXAMPLE, AND ALL HIS SUBORDINATES FOLLOW THAT EXAMPLE	

4. **ORGANIZATIONAL AND PROJECT OVERSIGHT**

**Provide oversight and insure progress continues toward completing high priority capital projects as determined by the 5-year strategic plan.**

- Follows through on issues
- Brings people together successfully around tasks
- Manages the process of decision making well; knows who to involve on what issue
- Sets priorities and manages time well

Overall Rating for Organizational and Project Oversight:	5
<b>Comments:</b> HAVING BEEN A PRINCIPAL IN A LARGE NATIONAL ENGINEERING FIRM, I MONITOR PROCESS, BIDDING, CONSTRUCTION & COMPLETION OF CAPITAL PROJECTS. PAT & STAFF DO AN EXCELLENT JOB.	

**5. INTERGOVERNMENTAL RELATIONS AND INTERACTIONS WITH OTHERS**

**Establish and maintain productive Intergovernmental Relationships (IGR).**

- Consistently acts in a manner that is courteous and professional, including attendance at meetings, returning phone calls/messages, and adhering to scheduled appointments
- Maintains effective working relationships with members of the Board, regulatory agencies, with citizens, community leaders, other outside agencies and the media
- Acknowledges the efforts of others, and gives appropriate credit for their accomplishments
- Works effectively with others over whom he has no direct authority
- Skilled at relating to many different types of people

Overall Rating for Intergovernmental Relations and Interactions with Others:	5
<b>Comments:</b> PAT MAINTAINS EXCELLENT RELATIONSHIPS WITH LOCAL, COUNTY, STATE STAFF & ELECTED. THE SAME WITH SWFWD STAFF & BOARD	

**6. BUDGET PLANNING AND OVERSIGHT**

**Develop and present annual budget to the Board to meet financial challenges facing the organization.**

- Ensures that the annual budget process meets the operational needs of the organization, follows all legal requirements, and is submitted in a timely manner that allows appropriate review and modification
- Develops effective monitoring mechanisms to ensure that the organization is meeting its committed deadlines and timetables

Overall Rating for Budget Planning and Oversight:	5
<b>Comments:</b> OUR BUDGETS ARE PRESENTED IN A CLEAR AND ACCURATE MANNER AND A DEEPEED ACCOUNT, I DRILL DOWN WITH PAT TO MOST OF IT.	

**7. JUDGMENT AND DECISION MAKING**

- Develops effective monitoring mechanisms to ensure that the organization is meeting its committed deadlines and timetables Exercises sound judgment in determining those issues that should appropriately be submitted to the Board for consideration or approval
- Makes logical decisions based on a thorough review of available information and soliciting input from appropriate sources, but is also able to effectively make decisions rapidly in situations where information is limited and the outcome might be uncertain
- Assumes command of tasks presenting difficult or unusual circumstances and effectively assumes charge of field situations or incidents, when necessary. Able to discern when it is necessary to assume charge of situations that would normally be handled by a subordinate; and when it is necessary to only provide guidance and support.

Overall Rating for Judgment and Decision Making:	5
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**Comments:**

*PAT PERFORMS AS THE ABOVE THREE BULLETS NOTES. THIS WAS VERY EVIDENT IN THE RECENT, ONGOING PERMIT CHALLENGE BY POLK WATER GROUP.*

**SUMMARY:**

ABILITY TO COMMUNICATE	5
LEADERSHIP	5
INTEGRITY AND PROFESSIONALISM	5
ORGANIZATIONAL AND PROJECT OVERSIGHT	5
INTERGOVERNMENTAL RELATIONS AND INTERACTIONS WITH OTHERS	5
BUDGET PLANNING AND OVERSIGHT	5
JUDGMENT AND DECISION MAKING	5
<b>OVERALL SCORE</b>	<b>5</b>

**EVALUATOR'S COMMENTS: (if any)**

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Evaluator Signature: *[Handwritten Signature]* Date: 9/29/15

**EXECUTIVE DIRECTOR'S COMMENTS: (if any)**

[Empty rectangular box for Executive Director's comments]

Executive Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**Commissioner Langford**



## EXECUTIVE DIRECTOR EVALUATION

EXECUTIVE DIRECTOR: Patrick Lehman  
COMMISSIONER: Elton A. Langford  
EVALUATION PERIOD: January 2018 to December 2018

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### EVALUATION INSTRUCTIONS:

#### **PERFORMANCE CATEGORIES**

The Performance Categories that comprise this evaluation tool may be considered subjective, but they are closely aligned with the duties that are performed regularly by the incumbent. With each Performance Category are listed a few key elements for the evaluator to consider. Please score each Performance Category based on the elements listed and other relevant criteria.

#### **RATING SCALE FOR QUALITY OF PERFORMANCE**

The following rating scale should be used to rate each specific statement under each of the performance dimensions of the Personnel Performance Assessment and Evaluation, and to rate overall performance in each of the categories. Overall performance rating shall determine the merit increase of the executive director as shown in parenthesis.

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- 0-1 **UNSATISFACTORY**: The incumbent occasionally achieves minimum expectations related to the performance dimension and may be unsuited for the position.

**1. ABILITY TO COMMUNICATE**

**Provide effective level of communications to Commissioners and the public and follow up regarding issues and services.**

- Expresses information orally in a clear and concise manner when making presentations to groups or individuals
- Ensures open lines of communication with the Commissioners and all levels of the organization by providing updates related to policy changes, project status, and other items of importance
- Maintains effective communications with the media, and is proactive in providing accurate information that is important to the public

Overall Rating for <b>Ability to Communicate</b> :	5
<u>Comments:</u>	

**2. LEADERSHIP**

**Provide leadership and supervision for the Authority to insure accountability and productivity.**

- Leads by example by adhering to the Authority's established policies, rules, and procedures, and ensuring that subordinates do the same
- Motivates people, sparks others to take action, and takes action himself to achieve goals and policies of the Board
- Capable and composed in high pressure situations

Overall Rating for <b>Leadership</b> :	5
<u>Comments:</u>	

**3. INTEGRITY AND PROFESSIONALISM**

**Builds credibility, confidence, and a reputation for professionalism with the public, co-workers, and Commissioners.**

- Sets and adheres to high ethical standards of behavior, both personally and professionally
- Leads the organization by example in adhering to the Authority's established policies, rules, and procedures, and ensuring that subordinates do the same
- Ensures that all business conducted by the PRMRWSA is free of conflicts of interest or practices that might be construed as illegal, unethical, or un-professional

Overall Rating for <b>Integrity and Professionalism</b> :	<b>5</b>
<b><u>Comments:</u></b>	

**4. ORGANIZATIONAL AND PROJECT OVERSIGHT**

**Provide oversight and insure progress continues toward completing high priority capital projects as determined by the 5-year strategic plan.**

- Follows through on issues
- Brings people together successfully around tasks
- Manages the process of decision making well; knows who to involve on what issue
- Sets priorities and manages time well

Overall Rating for <b>Organizational and Project Oversight</b> :	<b>5</b>
<b><u>Comments:</u></b>	

**5. INTERGOVERNMENTAL RELATIONS AND INTERACTIONS WITH OTHERS**

**Establish and maintain productive Intergovernmental Relationships (IGR).**

- Consistently acts in a manner that is courteous and professional, including attendance at meetings, returning phone calls/messages, and adhering to scheduled appointments
- Maintains effective working relationships with members of the Board, regulatory agencies, with citizens, community leaders, other outside agencies and the media
- Acknowledges the efforts of others, and gives appropriate credit for their accomplishments
- Works effectively with others over whom he has no direct authority
- Skilled at relating to many different types of people

Overall Rating for <b>Intergovernmental Relations and Interactions with Others:</b>	<b>5</b>
<b><u>Comments:</u></b>          	

**6. BUDGET PLANNING AND OVERSIGHT**

**Develop and present annual budget to the Board to meet financial challenges facing the organization.**

- Ensures that the annual budget process meets the operational needs of the organization, follows all legal requirements, and is submitted in a timely manner that allows appropriate review and modification
- Develops effective monitoring mechanisms to ensure that the organization is meeting its committed deadlines and timetables

Overall Rating for <b>Budget Planning and Oversight:</b>	<b>5</b>
<b><u>Comments:</u></b>          	

**7. JUDGMENT AND DECISION MAKING**

- Develops effective monitoring mechanisms to ensure that the organization is meeting its committed deadlines and timetables Exercises sound judgment in determining those issues that should appropriately be submitted to the Board for consideration or approval
- Makes logical decisions based on a thorough review of available information and soliciting input from appropriate sources, but is also able to effectively make decisions rapidly in situations where information is limited and the outcome might be uncertain
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Overall Rating for <b>Judgment and Decision Making</b> :	<b>5</b>
<u>Comments:</u>	

**SUMMARY:**

<b>ABILITY TO COMMUNICATE</b>	<b>5</b>
<b>LEADERSHIP</b>	<b>5</b>
<b>INTEGRITY AND PROFESSIONALISM</b>	<b>5</b>
<b>ORGANIZATIONAL AND PROJECT OVERSIGHT</b>	<b>5</b>
<b>INTERGOVERNMENTAL RELATIONS AND INTERACTIONS WITH OTHERS</b>	<b>5</b>
<b>BUDGET PLANNING AND OVERSIGHT</b>	<b>5</b>
<b>JUDGMENT AND DECISION MAKING</b>	<b>5</b>
<b>OVERALL SCORE</b>	<b>35</b>

**EVALUATOR'S COMMENTS: (if any)**

Once Again Pat exceeds in his role AS Director. His experience in this position along with a excellent team of professional Staff he has put together make's the Water Authority the Successful operation that is is.

Evaluator Signature: Elton J. Langford Date: 9-4-2018

**EXECUTIVE DIRECTOR'S COMMENTS: (if any)**

Executive Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Commissioner Doherty**



## EXECUTIVE DIRECTOR EVALUATION

EXECUTIVE DIRECTOR:

PAT LEHMAN

COMMISSIONER:

KEN DOHERTY

EVALUATION PERIOD:

Nov., 2017 to SEPT., 2018

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### EVALUATION INSTRUCTIONS:

#### **PERFORMANCE CATEGORIES**

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#### **RATING SCALE FOR QUALITY OF PERFORMANCE**

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- 0-1 **UNSATISFACTORY:** The incumbent occasionally achieves minimum expectations related to the performance dimension and may be unsuited for the position.

**1. ABILITY TO COMMUNICATE**

**Provide effective level of communications to Commissioners and the public and follow up regarding issues and services.**

- Expresses information orally in a clear and concise manner when making presentations to groups or individuals
- Ensures open lines of communication with the Commissioners and all levels of the organization by providing updates related to policy changes, project status, and other items of importance
- Maintains effective communications with the media, and is proactive in providing accurate information that is important to the public

Overall Rating for <b>Ability to Communicate</b> :	4.0
<u>Comments:</u>	

**2. LEADERSHIP**

**Provide leadership and supervision for the Authority to insure accountability and productivity.**

- Leads by example by adhering to the Authority's established policies, rules, and procedures, and ensuring that subordinates do the same
- Motivates people, sparks others to take action, and takes action himself to achieve goals and policies of the Board
- Capable and composed in high pressure situations

Overall Rating for <b>Leadership</b> :	4.5
<u>Comments:</u>	

**3. INTEGRITY AND PROFESSIONALISM**

**Builds credibility, confidence, and a reputation for professionalism with the public, co-workers, and Commissioners.**

- Sets and adheres to high ethical standards of behavior, both personally and professionally
- Leads the organization by example in adhering to the Authority's established policies, rules, and procedures, and ensuring that subordinates do the same
- Ensures that all business conducted by the PRMRWSA is free of conflicts of interest or practices that might be construed as illegal, unethical, or un-professional

Overall Rating for <b>Integrity and Professionalism</b> :	5.0
<u>Comments:</u>	

**4. ORGANIZATIONAL AND PROJECT OVERSIGHT**

**Provide oversight and insure progress continues toward completing high priority capital projects as determined by the 5-year strategic plan.**

- Follows through on issues
- Brings people together successfully around tasks
- Manages the process of decision making well; knows who to involve on what issue
- Sets priorities and manages time well

Overall Rating for <b>Organizational and Project Oversight</b> :	4.5
<u>Comments:</u>	

**5. INTERGOVERNMENTAL RELATIONS AND INTERACTIONS WITH OTHERS**

**Establish and maintain productive Intergovernmental Relationships (IGR).**

- Consistently acts in a manner that is courteous and professional, including attendance at meetings, returning phone calls/messages, and adhering to scheduled appointments
- Maintains effective working relationships with members of the Board, regulatory agencies, with citizens, community leaders, other outside agencies and the media
- Acknowledges the efforts of others, and gives appropriate credit for their accomplishments
- Works effectively with others over whom he has no direct authority
- Skilled at relating to many different types of people

Overall Rating for <b>Intergovernmental Relations and Interactions with Others:</b>	4.5
<u>Comments:</u>	

**6. BUDGET PLANNING AND OVERSIGHT**

**Develop and present annual budget to the Board to meet financial challenges facing the organization.**

- Ensures that the annual budget process meets the operational needs of the organization, follows all legal requirements, and is submitted in a timely manner that allows appropriate review and modification
- Develops effective monitoring mechanisms to ensure that the organization is meeting its committed deadlines and timetables

Overall Rating for <b>Budget Planning and Oversight:</b>	4.5
<u>Comments:</u>	

**7. JUDGMENT AND DECISION MAKING**

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- Makes logical decisions based on a thorough review of available information and soliciting input from appropriate sources, but is also able to effectively make decisions rapidly in situations where information is limited and the outcome might be uncertain
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Overall Rating for <b>Judgment and Decision Making</b> :	4.5
<u>Comments:</u>	

**SUMMARY:**

ABILITY TO COMMUNICATE	4.0
LEADERSHIP	4.5
INTEGRITY AND PROFESSIONALISM	5.0
ORGANIZATIONAL AND PROJECT OVERSIGHT	4.5
INTERGOVERNMENTAL RELATIONS AND INTERACTIONS WITH OTHERS	4.5
BUDGET PLANNING AND OVERSIGHT	4.5
JUDGMENT AND DECISION MAKING	4.5
<b>OVERALL SCORE</b>	<b>31.5</b>

**EVALUATOR'S COMMENTS: (if any)**

MR. LEHMAN'S PERFORMANCE DURING THE PAST YEAR HAS BEEN VERY GOOD. LOOKING AHEAD, RESOLVING THE SWFWMD PERMIT CHALLENGE WILL BE CRITICAL, ALONG WITH SCHEDULING MORE FREQUENT BOARD WORKSHOPS SO THAT BOARD POLICY CAN BE ESTABLISHED ON THE VARIOUS FACETS OF C.I.P. FUNDING FOR THE AUTHORITY.

Evaluator Signature:  Date: 9/12/18

**EXECUTIVE DIRECTOR'S COMMENTS: (if any)**

Executive Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Commissioner Trace**

## EXECUTIVE DIRECTOR EVALUATION

EXECUTIVE DIRECTOR: Patrick Lehman

COMMISSIONER: Priscilla Trace, Manatee County

EVALUATION PERIOD: January 2018 to December 2018

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### EVALUATION INSTRUCTIONS:

#### **PERFORMANCE CATEGORIES**

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#### **RATING SCALE FOR QUALITY OF PERFORMANCE**

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- 0-1 **UNSATISFACTORY:** The incumbent occasionally achieves minimum expectations related to the performance dimension and may be unsuited for the position.



**1. ABILITY TO COMMUNICATE**

**Provide effective level of communications to Commissioners and the public and follow up regarding issues and services.**

- Expresses information orally in a clear and concise manner when making presentations to groups or individuals
- Ensures open lines of communication with the Commissioners and all levels of the organization by providing updates related to policy changes, project status, and other items of importance
- Maintains effective communications with the media, and is proactive in providing accurate information that is important to the public

Overall Rating for <b>Ability to Communicate</b> :	4
<b>Comments:</b> Very open to communications and debate	

**2. LEADERSHIP**

**Provide leadership and supervision for the Authority to insure accountability and productivity.**

- Leads by example by adhering to the Authority's established policies, rules, and procedures, and ensuring that subordinates do the same
- Motivates people, sparks others to take action, and takes action himself to achieve goals and policies of the Board
- Capable and composed in high pressure situations

Overall Rating for <b>Leadership</b> :	4
<b>Comments:</b>	

**3. INTEGRITY AND PROFESSIONALISM**

**Builds credibility, confidence, and a reputation for professionalism with the public, co-workers, and Commissioners.**

- Sets and adheres to high ethical standards of behavior, both personally and professionally
- Leads the organization by example in adhering to the Authority's established policies, rules, and procedures, and ensuring that subordinates do the same
- Ensures that all business conducted by the PRMRWSA is free of conflicts of interest or practices that might be construed as illegal, unethical, or un-professional

Overall Rating for <b>Integrity and Professionalism:</b>	4
<b>Comments:</b> Keeps transparency fore front	

**4. ORGANIZATIONAL AND PROJECT OVERSIGHT**

**Provide oversight and insure progress continues toward completing high priority capital projects as determined by the 5-year strategic plan.**

- Follows through on issues
- Brings people together successfully around tasks
- Manages the process of decision making well; knows who to involve on what issue
- Sets priorities and manages time well

Overall Rating for <b>Organizational and Project Oversight:</b>	4
<b>Comments:</b>	

**5. INTERGOVERNMENTAL RELATIONS AND INTERACTIONS WITH OTHERS**

**Establish and maintain productive Intergovernmental Relationships (IGR).**

- Consistently acts in a manner that is courteous and professional, including attendance at meetings, returning phone calls/messages, and adhering to scheduled appointments
- Maintains effective working relationships with members of the Board, regulatory agencies, with citizens, community leaders, other outside agencies and the media
- Acknowledges the efforts of others, and gives appropriate credit for their accomplishments
- Works effectively with others over whom he has no direct authority
- Skilled at relating to many different types of people

Overall Rating for <b>Intergovernmental Relations and Interactions with Others:</b>	3
<b><u>Comments:</u></b>	

**6. BUDGET PLANNING AND OVERSIGHT**

**Develop and present annual budget to the Board to meet financial challenges facing the organization.**

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- Develops effective monitoring mechanisms to ensure that the organization is meeting its committed deadlines and timetables

Overall Rating for <b>Budget Planning and Oversight:</b>	4
<b><u>Comments:</u></b>	

**7. JUDGMENT AND DECISION MAKING**

- Develops effective monitoring mechanisms to ensure that the organization is meeting its committed deadlines and timetables Exercises sound judgment in determining those issues that should appropriately be submitted to the Board for consideration or approval
- Makes logical decisions based on a thorough review of available information and soliciting input from appropriate sources, but is also able to effectively make decisions rapidly in situations where information is limited and the outcome might be uncertain
- Assumes command of tasks presenting difficult or unusual circumstances and effectively assumes charge of field situations or incidents, when necessary. Able to discern when it is necessary to assume charge of situations that would normally be handled by a subordinate; and when it is necessary to only provide guidance and support.

Overall Rating for <b>Judgment and Decision Making</b> :	4
<u>Comments:</u>	

**SUMMARY:**

ABILITY TO COMMUNICATE	4
LEADERSHIP	4
INTEGRITY AND PROFESSIONALISM	4
ORGANIZATIONAL AND PROJECT OVERSIGHT	4
INTERGOVERNMENTAL RELATIONS AND INTERACTIONS WITH OTHERS	3
BUDGET PLANNING AND OVERSIGHT	4
JUDGMENT AND DECISION MAKING	4
<b>OVERALL SCORE</b>	27

**EVALUATOR'S COMMENTS: (if any)**

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Evaluator Signature: Prinilla Innes Date: 8/28/18

**EXECUTIVE DIRECTOR'S COMMENTS: (if any)**

[Empty rectangular box for executive director comments]

Executive Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*October 3, 2018*

**GENERAL COUNSEL'S REPORT**

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**Presenter -** Douglas Manson, General Counsel

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

**1. Peace River Facility Water Use Permit Modification/Renewal**

Mr. Manson will provide an update on-going the litigation and review the presentation 'Regional Water Supply Project Proposal' given by Brian Armstrong, SWFWMD Executive Director, to the Polk Regional Water Cooperative on September 19.

**Attachments:**

Presentation 'Regional Water Supply Project Proposal'

# **REGIONAL WATER SUPPLY PROJECT PROPOSAL**

Polk County Cooperative  
September 19, 2018

## **ISSUES AT HAND**

- Polk County and their municipalities need sustainable potable water at a reasonable cost
- Upper Floridan groundwater is the preferred source but unavailable
- Competition has arisen over less desirable alternative sources of water
- Litigation has commenced to resolve competition for water which will continue if not abated

## LESSONS LEARNED FROM TWO PREVIOUS WATER WARS

### LITIGATE PERMITS

- Many *millions* of taxpayer dollars spent on legal fees
- Did not produce any water supplies
- Created animosity between governmental bodies
- Created public distrust in government

### WATER SUPPLY DEVELOPMENT

- Millions spent on water supply projects
- Produced significant water supplies
- Created cooperation between governmental bodies
- Encouraged public trust in government

## COMPARISON OF WATER SUPPLY SOURCES

### Upper Peace or Alafia Rivers

- Expensive to treat
  - Many contaminants
- Expensive to store
  - Reservoir required
- Poor dependability
  - Subject to periodic rainfall deficit

### Upper Floridan Groundwater

- Little or no treatment required
- No storage required
- Excellent dependability



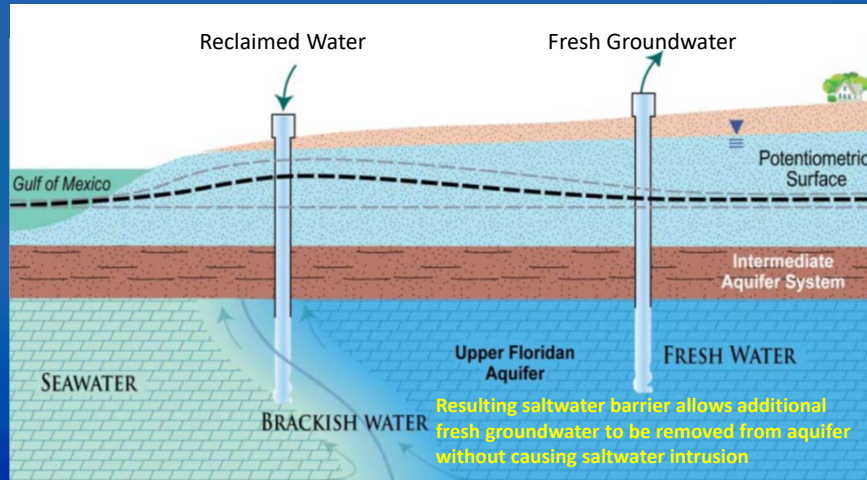
## **OUR PROPOSAL**

- Develop a long term, sustainable water supply for Polk County
- Less costly and more dependable than the surface water projects currently proposed by the Cooperative
- Cost sharing for local water users benefit
- Abate competition for water

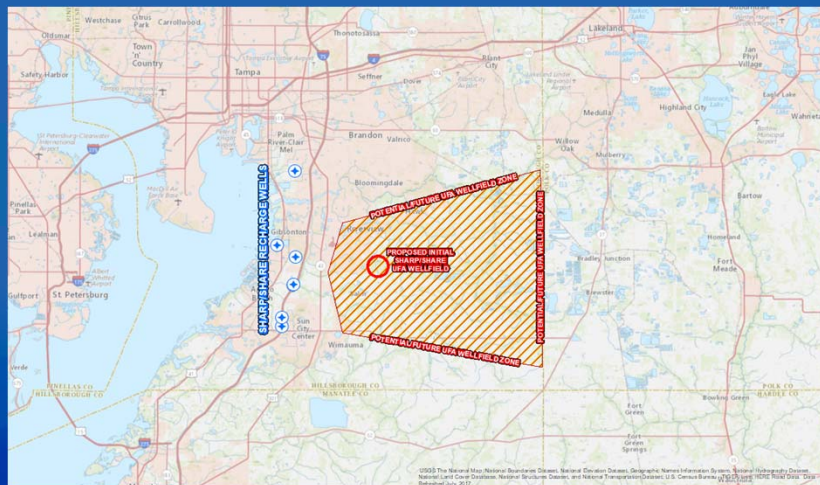
## **SHARP/SHARE Project**

- Hillsborough County, in partnership with the SWFWMD, has created a substantial source of Upper Floridan groundwater through a saltwater barrier project
- This project is known as SHARP/SHARE
- This water could be shared with Polk County and others to meet future water supply needs

# SHARP/SHARE Project Coastal Aquifer Recharge



# SHARP/SHARE ZONE OF WITHDRAWAL



## **PROJECT PROPOSAL COMPONENTS**

- All parties (Polk County Cooperative, Tampa Bay Water, Peace River Manasota Water Supply Authority and the SWFWMD) stand down on litigation and competing water use applications for up to one year to work on this project elements and agreements
- Hillsborough County would be fairly compensated for generation of the water supply by those taking the groundwater
- Polk County Cooperative enters into an agreement to share water from SHARP/SHARE

## **SUMMARY**

- Much lower cost and more dependable water supply for Polk County
- Regional cooperation instead of confrontation
- Taxpayer dollars spent on water development projects instead of legal fees

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*October 3, 2018*

**EXECUTIVE DIRECTOR'S REPORT**

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**Presenter -** Patrick Lehman, Executive Director

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

**1. Lakewood Ranch Administrative Office Negotiation Update**

The Administrative Office building was under reconstruction work by the owner through August and into September pushing back retaining an appraisal. An appraiser has been retained and onsite September 19. Upon completion and submittal of the appraisal documents staff will contact the owner for discussion. Potential purchase and other option comparisons are intended to be brought to the Board at the December meeting.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
October 3, 2018***

**ROUTINE STATUS REPORTS  
ITEM 1**

**Hydrologic Conditions Report**

## MEMORANDUM

**Project:** Hydrologic Conditions Report

**Date:** October 3, 2018

**Developed By:** Mike Coates, Deputy Director

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This memorandum summarizes rainfall and surface water conditions, and the Authority's current water storage and supply conditions for the month of September 2018, and the preceding 12-month period.

### Rainfall Conditions & Projections

Rainfall in the Peace River Basin for the past 12-months is 1.5 inches below-normal. This data covers the 12-months through September 18<sup>th</sup> (see Table 1). Rainfall for September 2018 (through 9/18) totaled 2.4 inches while the historical average rainfall for the full month of September is 7.3 inches.

Region-wide rainfall conditions reported by SWFWMD for the 12-month period ending August 2018 are shown in Figure 1 (this is most up-to-date map available). Conditions shown for the Authority's 4-county service area on Figure 1 generally indicate near normal rainfall conditions in the coastal region and wet to very wet conditions inland.

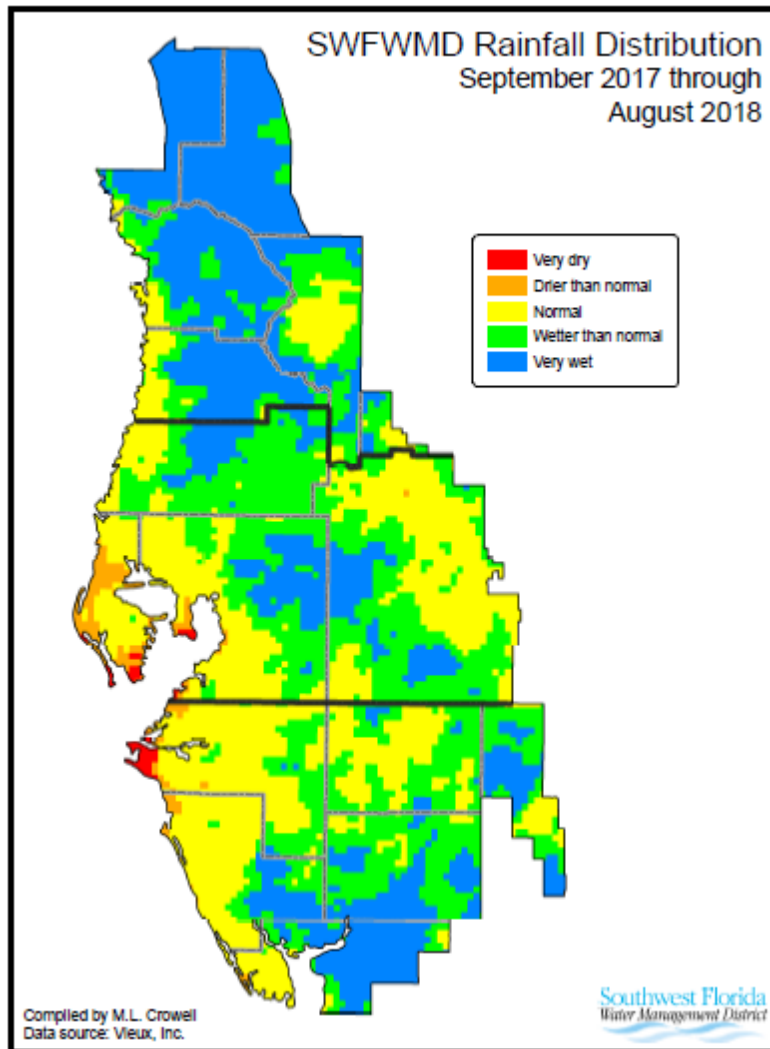
Projections for the next three months (October - December) from NOAA are for above-normal temperatures and above-normal rainfall for southwest Florida. The NOAA extended forecast is for ENSO-neutral (neither El Nino nor La Nina) until fall, followed by a high probability for development of El Nino conditions in late fall and winter. El Nino typically brings cooler wetter winters to the Florida peninsula.

Table 1 (Peace River Basin Rainfall - Inches)

Item	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep (1)	Total
<b>Long-Term Avg.</b>	3.19	1.73	1.87	2.14	2.56	2.96	2.56	3.89	8.31	8.01	7.61	7.31	52.2
<b>Actual Past 12 Months</b>	2.75	0.77	0.99	2.10	0.93	0.43	2.70	12.1	9.00	10.7	5.80	2.40	50.7
<b>Difference</b>	-0.44	-0.96	-0.88	-0.04	-1.63	-2.53	0.14	8.21	0.69	2.69	-1.81	-4.90	-1.50

(1) Rainfall 9/01 through 9/18

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 2018 flow in the “Peace River at Fort Meade” (upper part of the watershed) was well above historical normal levels (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 considerably above historical normal in September (see Figure 4).

Figure 2 (Peace River Basin showing selected gage locations and Location of PRF)

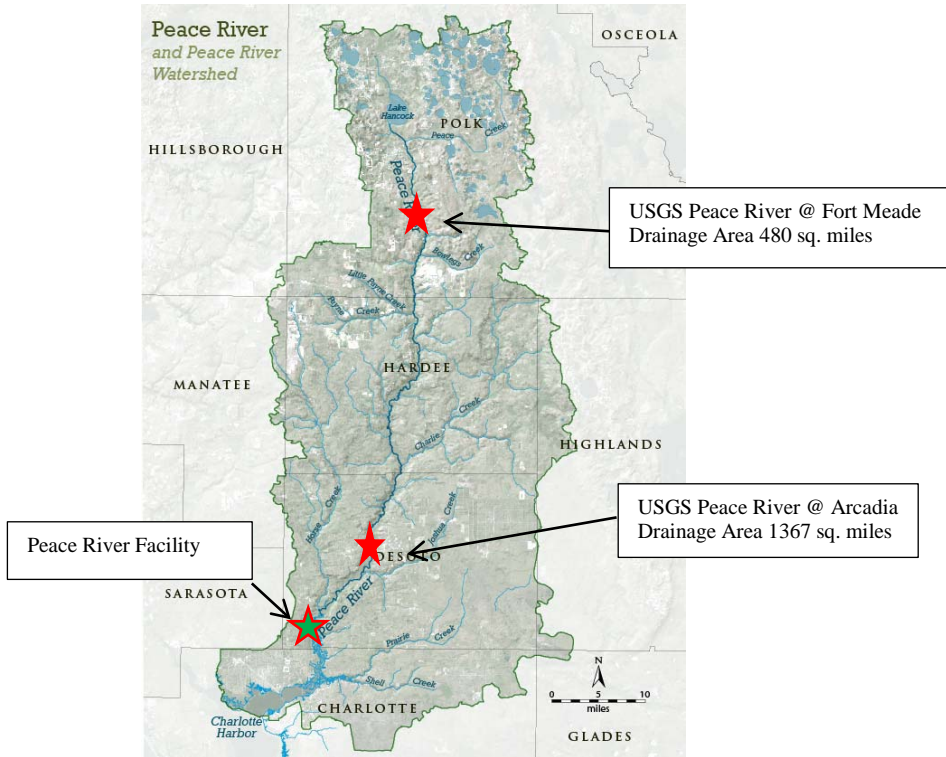


Figure 3 (Peace River Flow @ Fort Meade)

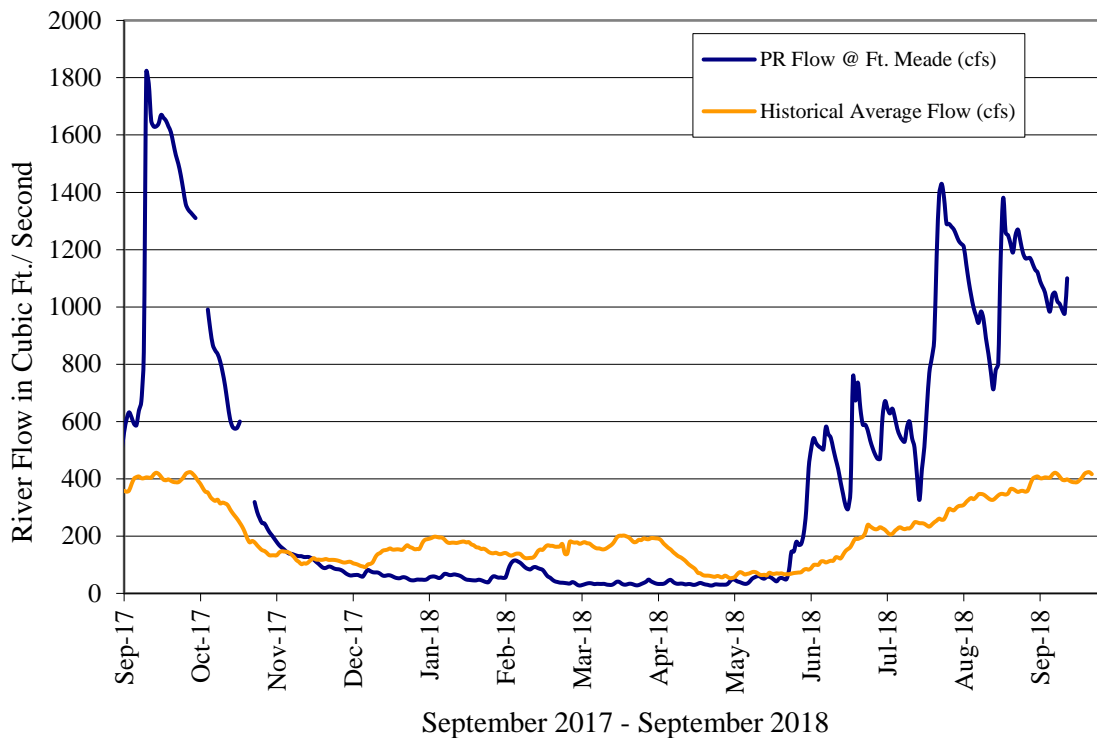
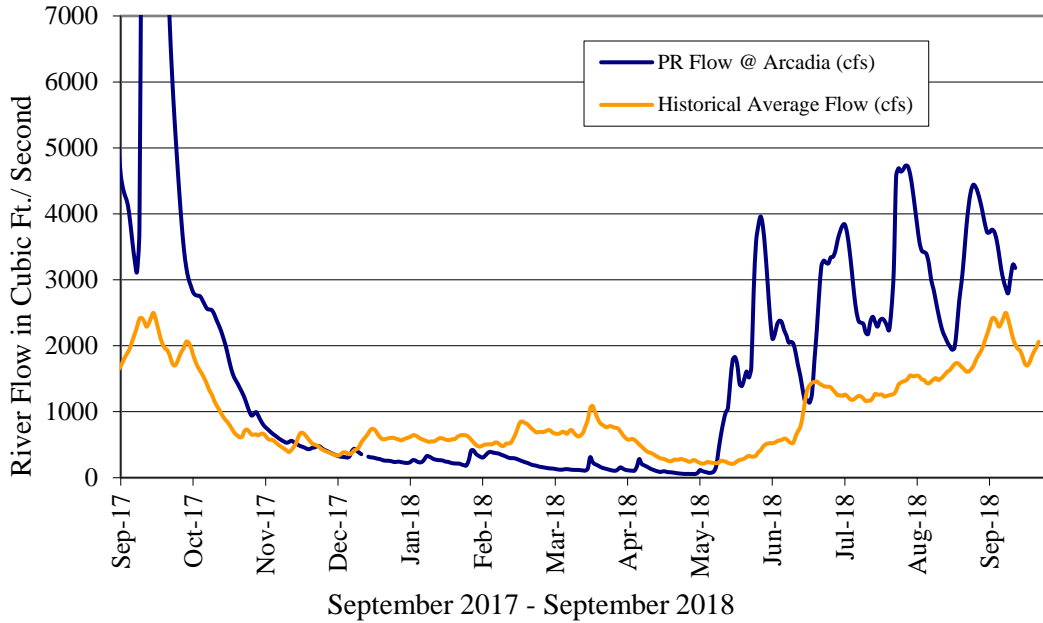




Figure 4 (Peace River Flow @ Arcadia)



**River Withdrawals, Finished Water Production & Demand**

Water withdrawals from the Peace River in August and September were limited by the full raw water storage conditions. Average withdrawals of about 29 MGD (both months) were adequate to maintain the full raw water storage condition in the reservoir system.

Figure 5 (Withdrawals from Peace River)

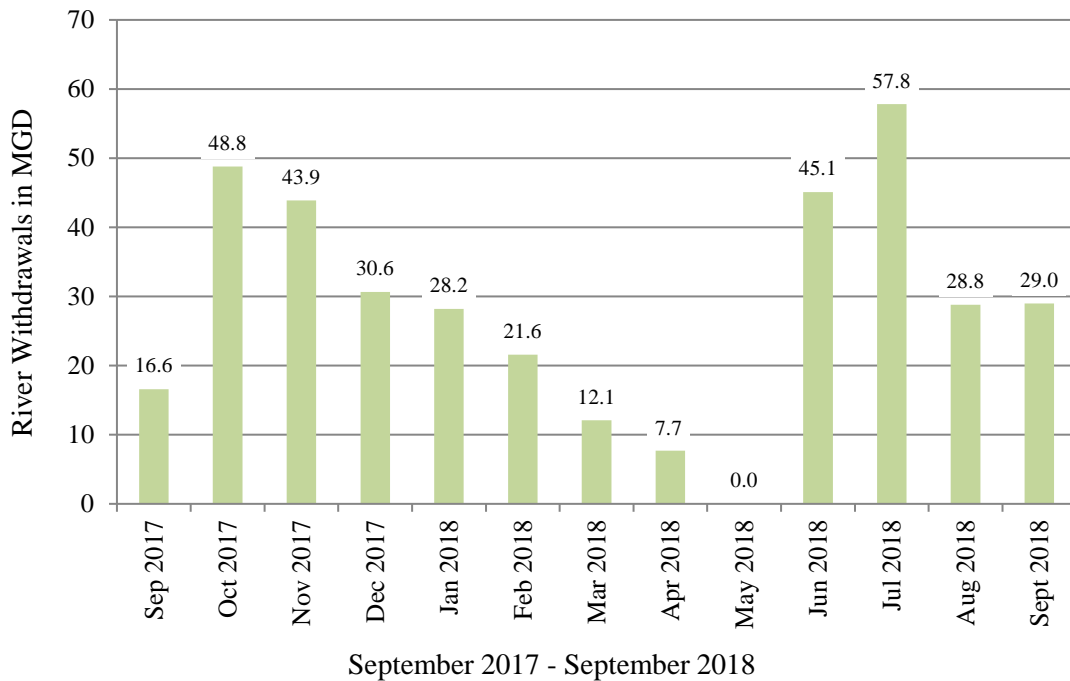
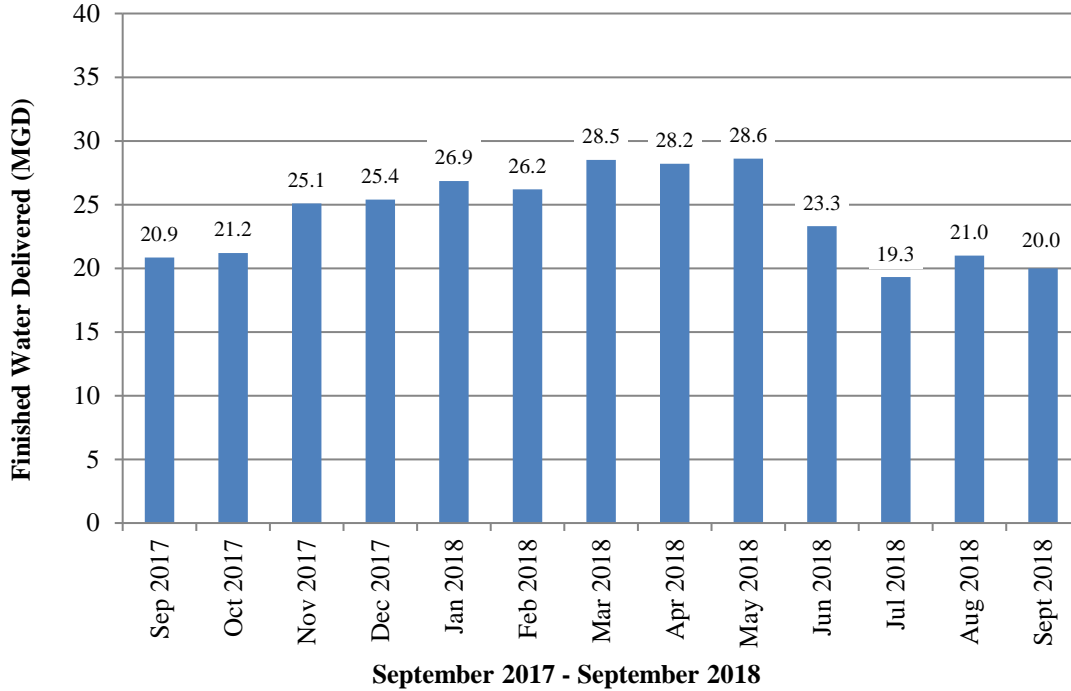


Figure 6 shows monthly finished water deliveries to Customers for the 12-month period ending mid-September 2018. Finished water delivery to Customers during September averaged about 20 MGD. This is slightly lower than deliveries in September 2017. Seasonal water delivery (exchange) from Punta Gorda to the Regional System is ongoing.

Figure 6 (Peace River Facility Deliveries to Customers)



### Stored Supplies at the PRF

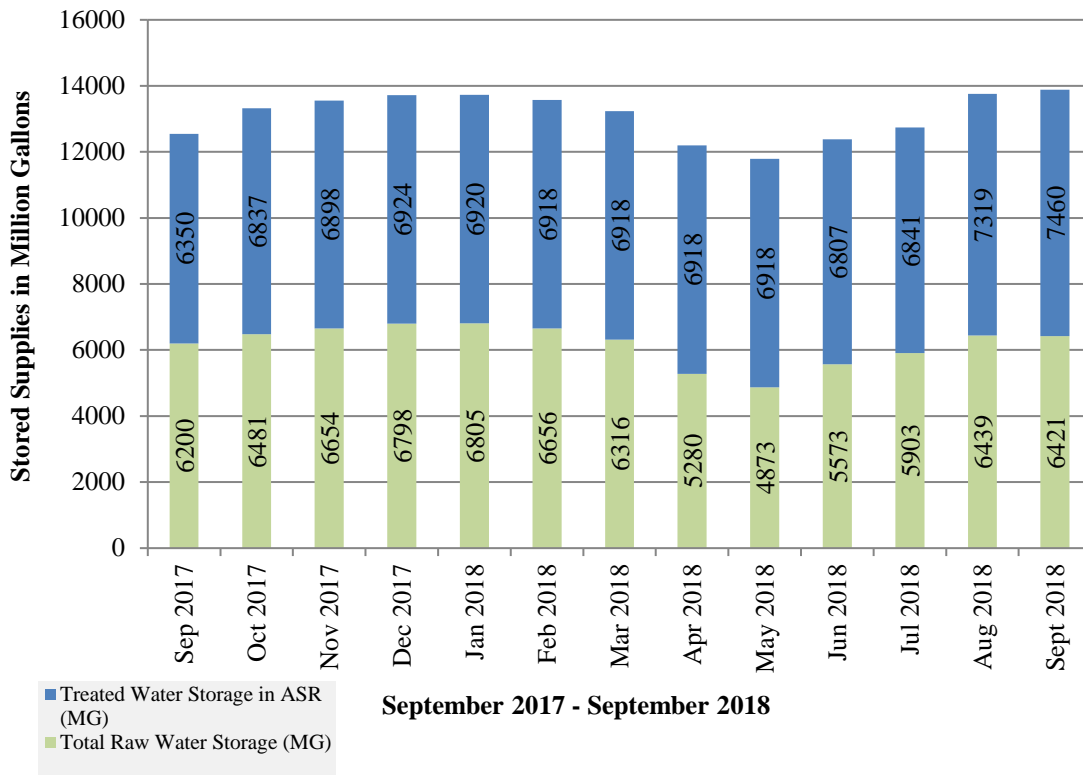
The Authority maintains two large capacity off-stream storage systems at the PRF. The primary storage is raw river water stored in Reservoir No. 1 and No. 2. When flow in the River is high enough, a small percentage of that flow is harvested at the Authority’s pumping facility on the Peace River and 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. The maximum raw water storage capacity in September is 6.5 BG. **Raw water stored as of mid-September 2018 totaled about 6.4 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 was approximately 6.3 BG, however a much greater volume can be stored in this system. 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. The ASR system is currently “in recharge” which means that water is being treated and pumped into the system. Due to relatively high reservoir storage conditions this spring, withdrawals from ASR were

conducted between late May and mid June for routine exercise and testing of the ASR 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 2018 totaled 7.46 BG.**

Stored raw water supplies (combined storage in Reservoir No. 1 and No. 2) and stored water in the ASR system for the past year are shown in Figure 8. **The total water in storage as of mid-September 2018 was about 13.9 BG.** This is about 1.35 BG more than the water in storage as of September 2017.

Figure 8 (Stored Water Supplies)



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
October 3, 2018***

**ROUTINE STATUS REPORTS  
ITEM 2**

**Check Registers for July and August 2018**

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
CHECK REGISTER: JULY & AUGUST 2018**

Bank Code:		PUBLIC FUNDS INTEREST CHECKING (PNC)	
Date	Document Number	Payee Name / Description	Amount
07/05/2018		QuickBooks Payroll Service	\$ 77,256.24
07/06/2018	ACH750	AA ELECTRIC SE INC.	\$ 3,019.24
07/06/2018	ACH751	Advanced Overhead Systems	\$ 2,868.75
07/06/2018	ACH752	ADVANTAGE CARE INC.	\$ 40.00
07/06/2018	ACH753	Air Mechanical & Service Corp.	\$ 1,038.30
07/06/2018	ACH754	AIRGAS SPECIALTY PRODUCTS	\$ 3,071.71
07/06/2018	ACH755	AIRGAS USA, LLC	\$ 255.16
07/06/2018	ACH756	ALLIED ELECTRONICS, INC.	\$ 2,959.16
07/06/2018	ACH757	ALLIED UNIVERSAL CORP.	\$ 15,202.88
07/06/2018	ACH758	ANN LEE	\$ 290.00
07/06/2018	ACH759	BENCHMARK ENVIROANALYTICAL INC	\$ 2,232.21
07/06/2018	ACH760	BLACK & VEATCH	\$ 2,488.00
07/06/2018	ACH761	Brenntag Mid-South Inc	\$ 35,584.79
07/06/2018	ACH762	Chemtrade Chemicals US LLC	\$ 47,874.89
07/06/2018	ACH763	FEDERAL EXPRESS	\$ 10.09
07/06/2018	ACH764	FEI-FT.MYERS WATERWORKS #127	\$ 202.30
07/06/2018	ACH765	FLUID CONTROL SPECIALTIES, INC.	\$ 1,986.40
07/06/2018	ACH766	Hach Company	\$ 1,984.85
07/06/2018	ACH767	HALFACRE CONSTRUCTION COMPANY	\$ 67,470.00
07/06/2018	ACH768	Hudson Pump	\$ 24,936.59
07/06/2018	ACH769	HVMI, LLC	\$ 8,694.30
07/06/2018	ACH770	J. H. HAM ENGINEERING INC.	\$ 12,356.55
07/06/2018	ACH771	Jacobi Carbons Inc	\$ 95,883.00
07/06/2018	ACH772	JOHNSON ENGINEERING, INC.	\$ 1,500.00
07/06/2018	ACH773	KEETON'S OFFICE & ART SUPPLY	\$ 1,237.36
07/06/2018	ACH774	M&M CONTRACTORS INC.	\$ 3,370.72
07/06/2018	ACH775	Natural Resources LLC	\$ 86,621.50
07/06/2018	ACH776	NOV Process & Flow Technologies US	\$ 17,257.83
07/06/2018	ACH777	PORT CHARLOTTE LOCK AND KEY	\$ 595.00
07/06/2018	ACH778	PROGRESSIVE WATER RESOURCES, LLC	\$ 21,214.00
07/06/2018	ACH779	RICHARD ANDERSON	\$ 331.00
07/06/2018	ACH780	SIMS CRANE & EQUIPMENT	\$ 642.00
07/06/2018	ACH781	Sumner Land Management LLC	\$ 2,928.00
07/06/2018	ACH782	SUNSHINE ACE HARDWARE	\$ 374.11
07/06/2018	ACH783	SUNSHINE STATE ONE CALL OF FL, INC.	\$ 75.09
07/06/2018	ACH784	TKW CONSULTING ENGINEERS, INC.	\$ 1,732.50
07/06/2018	ACH785	TRANSCAT, INC.	\$ 1,162.25
07/06/2018	ACH786	TRINOVA INC.	\$ 857.76
07/06/2018	ACH787	TRULY NOLEN BRANCH 079	\$ 258.00
07/06/2018	ACH788	UPS	\$ 86.04
07/06/2018	ADB7618	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 993.06
07/06/2018	dbt070618	United States Treasury	\$ 25,923.10
07/06/2018	DBT70618	Valic	\$ 7,029.55
07/11/2018	37517	ALL FLORIDA WATER-TAMPA	\$ 211.58
07/11/2018	37518	ANIXTER INC.	\$ 5,100.00
07/11/2018	37519	AWWA	\$ 690.00
07/11/2018	37520	BILL'S BOTTLED WATER SERVI CE	\$ 21.75
07/11/2018	37521	CH2M HILL ENGINEERS INC.	\$ 23,150.00
07/11/2018	37522	CINTAS	\$ 400.42
07/11/2018	37523	D. M. CONSTRUCTION CORP.	\$ 9,652.22
07/11/2018	37524	EUROFINS EATON ANALYTICAL, LLC	\$ 492.00
07/11/2018	37525	Fisher Scientific	\$ 268.22
07/11/2018	37526	GARNEY COMPANIES INC.	\$ 47,559.00
07/11/2018	37527	GOODYEAR AUTO SERVICE CENTER	\$ 139.50
07/11/2018	37528	HOME DEPOT	\$ 761.57
07/11/2018	37529	JAN-PRO OF MANASOTA	\$ 249.00
07/11/2018	37530	La France Dry Cleaners & Alternations	\$ 450.00
07/11/2018	37531	RANCH PROPERTY HOLDINGS LLC	\$ 12,555.00

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
CHECK REGISTER: JULY & AUGUST 2018**

Bank Code:		PUBLIC FUNDS INTEREST CHECKING (PNC)	
Date	Document Number	Payee Name / Description	Amount
07/11/2018	37532	RAPID SECURITY SOLUTIONS, LLC	\$ 925.00
07/11/2018	37533	TAMPA ARMATURE WORKS, INC.	\$ 4,054.00
07/11/2018	37534	Tire Choice & Total Car Care	\$ 72.47
07/11/2018	37535	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 302.93
07/11/2018	37536	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
07/11/2018	37537	WOMACK SANITATION INC.	\$ 1,202.00
07/17/2018	ADB71718	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 170.77
07/17/2018	DBT71718	FLORIDA DEPT OF ENVIRONMENTAL PROT	\$ 6,000.00
07/19/2018		QuickBooks Payroll Service	\$ 75,153.98
07/20/2018	ACH789	AAA Cooper Transportation	\$ 232.70
07/20/2018	ACH790	Advanced Overhead Systems	\$ 1,020.00
07/20/2018	ACH791	Air Mechanical & Service Corp.	\$ 611.98
07/20/2018	ACH792	AIRGAS USA, LLC	\$ 46.85
07/20/2018	ACH793	ALLIED ELECTRONICS, INC.	\$ 1,399.23
07/20/2018	ACH794	ALLIED UNIVERSAL CORP.	\$ 2,364.80
07/20/2018	ACH795	BENCHMARK ENVIROANALYTICAL INC	\$ 7,573.90
07/20/2018	ACH796	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 269.25
07/20/2018	ACH797	Brenntag Mid-South Inc	\$ 35,602.67
07/20/2018	ACH798	CHARLOTTE COUNTY UTILITIES	\$ 164,694.84
07/20/2018	ACH799	Chemtrade Chemicals US LLC	\$ 35,878.16
07/20/2018	ACH800	Commerical Fire & Communications	\$ 312.00
07/20/2018	ACH801	CORONADO LAWN SERVICE OF FL	\$ 9,730.00
07/20/2018	ACH802	CROM ENGINEERING & CONSTRUCTION SVC	\$ 86,590.00
07/20/2018	ACH803	DESOTO COUNTY (V)	\$ 66,333.33
07/20/2018	ACH804	DIANE R. SALZ	\$ 3,750.00
07/20/2018	ACH805	FEDERAL EXPRESS	\$ 41.16
07/20/2018	ACH806	FORD RITZ	\$ 422.00
07/20/2018	ACH807	FRONTIER COMMUNICATIONS	\$ 216.98
07/20/2018	ACH808	Hach Company	\$ 256.36
07/20/2018	ACH809	HVMI, LLC	\$ 10,357.30
07/20/2018	ACH810	Jacobi Carbons Inc	\$ 28,588.20
07/20/2018	ACH811	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 495.00
07/20/2018	ACH812	JANICKI ENVIRONMENTAL, INC.	\$ 12,080.00
07/20/2018	ACH813	KEETON'S OFFICE & ART SUPPLY	\$ 734.54
07/20/2018	ACH814	MCMASTER-CARR SUPPLY CO	\$ 105.33
07/20/2018	ACH815	Mike Coates (v)	\$ 285.33
07/20/2018	ACH816	PURVIS GRAY & COMPANY	\$ 6,437.50
07/20/2018	ACH817	Sharek Solutions	\$ 3,350.00
07/20/2018	ACH818	TKW CONSULTING ENGINEERS, INC.	\$ 1,992.50
07/20/2018	ACH819	UPS	\$ 34.07
07/20/2018	ACH820	USA Bluebook	\$ 1,586.46
07/20/2018	ACH821	VOYAGER FLEET SYSTEMS, INC.	\$ 2,156.90
07/20/2018	ADB72018	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 1,163.83
07/20/2018	Dbt07202018	United States Treasury	\$ 25,041.30
07/20/2018	DBT072018	Valic	\$ 6,837.50
07/24/2018	37538	Automated Integration	\$ 23,250.00
07/24/2018	37539	BATTERIES PLUS BULBS #451	\$ 1,042.75
07/24/2018	37540	CENTURYLINK	\$ 1,900.10
07/24/2018	37541	CH2M HILL ENGINEERS INC.	\$ 13,500.00
07/24/2018	37542	CHARLOTTE COUNTY BCC - LANDFILL	\$ 7,708.98
07/24/2018	37543	D. M. CONSTRUCTION CORP.	\$ 8,571.44
07/24/2018	37544	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 2,022.95
07/24/2018	37545	DMS-FINANCIAL MGMT SERVICES	\$ 295.25
07/24/2018	37546	Fisher Scientific	\$ 2,232.77
07/24/2018	37547	FLORIDA POWER & LIGHT COMPANY	\$ 125,769.06
07/24/2018	37548	JET AUTO SERVICE	\$ 1,037.87
07/24/2018	37549	QUALITY STARTER & ALT SER INC.	\$ 362.90
07/24/2018	37550	SARASOTA HERALD TRIBUNE	\$ 104.50
07/24/2018	37551	SOLINST CANADA LTD	\$ 872.96

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
CHECK REGISTER: JULY & AUGUST 2018**

Bank Code:		PUBLIC FUNDS INTEREST CHECKING (PNC)	
Date	Document Number	Payee Name / Description	Amount
07/24/2018	37552	THE SUN	\$ 57.20
07/24/2018	37553	THERMO ELECTRON NORTH AMERICA LLC	\$ 1,063.25
07/24/2018	37554	UNITED STATES GEOLOGICAL SURVEY	\$ 7,280.00
07/24/2018	37555	VERIZON WIRELESS	\$ 510.60
07/24/2018	37556	WEST COAST MOWING	\$ 2,993.00
07/27/2018	DBT072718	FLORIDA DIVISION OF RETIREMENT	\$ 27,380.38
07/27/2018	Auto72418	PNC Bank	\$ 4,530.36
07/30/2018	DBT073018	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 1,163.83
07/30/2018	DBT0732018	United States Treasury	\$ 25,036.04
07/30/2018	dbt073018	Valic	\$ 6,781.34
07/31/2018			\$ 316.52
08/02/2018		QuickBooks Payroll Service	\$ 75,810.77
08/03/2018	ACH822	ADVANTAGE CARE INC.	\$ 80.00
08/03/2018	ACH823	Air Mechanical & Service Corp.	\$ 2,475.00
08/03/2018	ACH824	AIRGAS SPECIALTY PRODUCTS	\$ 3,083.47
08/03/2018	ACH825	ALLIED ELECTRONICS, INC.	\$ 660.20
08/03/2018	ACH826	ALLIED UNIVERSAL CORP.	\$ 18,868.34
08/03/2018	ACH827	BENCHMARK ENVIROANALYTICAL INC	\$ 1,105.52
08/03/2018	ACH828	Brenntag Mid-South Inc	\$ 21,979.89
08/03/2018	ACH829	Chemtrade Chemicals US LLC	\$ 41,929.99
08/03/2018	ACH830	DONALD MORTON	\$ 150.00
08/03/2018	ACH831	EARTH BALANCE	\$ 37,098.73
08/03/2018	ACH832	Entech	\$ 7,543.00
08/03/2018	ACH833	FEDERAL EXPRESS	\$ 21.42
08/03/2018	ACH834	FEI-FT.MYERS WATERWORKS #127	\$ 506.77
08/03/2018	ACH835	Hach Company	\$ 5,086.54
08/03/2018	ACH836	J. H. HAM ENGINEERING INC.	\$ 6,237.51
08/03/2018	ACH837	Jacobi Carbons Inc	\$ 63,909.60
08/03/2018	ACH838	KEETON'S OFFICE & ART SUPPLY	\$ 211.37
08/03/2018	ACH839	PMC ENGINEERING LLC	\$ 2,860.17
08/03/2018	ACH840	PRO-CHEM INC.	\$ 860.30
08/03/2018	ACH841	SHALINA ODEGARD	\$ 345.63
08/03/2018	ACH842	SIMS CRANE & EQUIPMENT	\$ 1,476.60
08/03/2018	ACH843	SUNSHINE ACE HARDWARE	\$ 341.81
08/03/2018	ACH844	TRANSCAT, INC.	\$ 773.94
08/03/2018	ACH845	TRINOVA INC.	\$ 505.33
08/03/2018	ACH846	UPS	\$ 11.63
08/03/2018	ACH847	VANASSE HANGEN BRUSTLIN, INC	\$ 11,468.63
08/09/2018	37557	ALL FLORIDA WATER-TAMPA	\$ 211.58
08/09/2018	37558	AMAZON	\$ 1,065.09
08/09/2018	37559	APPLIED DRILLING ENGINEERING, INC.	\$ 6,200.00
08/09/2018	37560	BILL'S BOTTLED WATER SERVI CE	\$ 21.75
08/09/2018	37561	CED - Port Charlotte	\$ 35.25
08/09/2018	37562	CH2M HILL ENGINEERS INC.	\$ 4,610.00
08/09/2018	37563	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 82,245.97
08/09/2018	37564	CHARLOTTE HARBOR NTL ESTUARY PRGRM	\$ 3,500.00
08/09/2018	37565	CINTAS	\$ 429.41
08/09/2018	37566	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 1,383.29
08/09/2018	37567	DESOTO CO CHAMBER OF COMMERCE	\$ 235.00
08/09/2018	37568	DESOTO COUNTY WATER UTILITY	\$ 2,149.20
08/09/2018	37569	DEX IMAGING	\$ 24.00
08/09/2018	37570	DOMINION EXTERMINATORS	\$ 130.00
08/09/2018	37571	Fisher Scientific	\$ 343.75
08/09/2018	37572	FLORIDA DEPARTMENT OF STATE	\$ 150.00
08/09/2018	37573	FLORIDA VALVE & EQUIPMENT, LLC	\$ 1,336.00
08/09/2018	37574	GARNEY COMPANIES INC.	\$ 13,765.00
08/09/2018	37575	GRAYBAR	\$ 146.84
08/09/2018	37576	HOME DEPOT	\$ 564.20
08/09/2018	37577	JAN-PRO OF MANASOTA	\$ 249.00

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
CHECK REGISTER: JULY & AUGUST 2018**

Bank Code:		PUBLIC FUNDS INTEREST CHECKING (PNC)	
Date	Document Number	Payee Name / Description	Amount
08/09/2018	37578	Locher Environmental LLC	\$ 25,276.12
08/09/2018	37579	MAIN GATE ENTERPRISES INC.	\$ 2,829.98
08/09/2018	37580	MSC INDUSTRIAL SUPPLY CO.	\$ 867.08
08/09/2018	37581	SAM'S CLUB	\$ 204.25
08/09/2018	37582	SARASOTA HERALD TRIBUNE	\$ 239.25
08/09/2018	37583	SHIPPING POST	\$ 26.53
08/09/2018	37584	SUNBELT RENTALS	\$ 317.40
08/09/2018	37585	THE SUN	\$ 306.02
08/09/2018	37586	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
08/09/2018	37587	WEST COAST MOWING	\$ 5,644.00
08/09/2018	37588	WOMACK SANITATION INC.	\$ 298.00
08/14/2018	Dbt081418	United States Treasury	\$ 25,982.82
08/14/2018	Dbt81418	Valic	\$ 6,899.12
08/16/2018		QuickBooks Payroll Service	\$ 78,686.60
08/17/2018	ACH848	Air Mechanical & Service Corp.	\$ 745.08
08/17/2018	ACH849	AIRGAS SPECIALTY PRODUCTS	\$ 2,977.68
08/17/2018	ACH850	ALLIED ELECTRONICS, INC.	\$ 1,674.25
08/17/2018	ACH851	ALLIED UNIVERSAL CORP.	\$ 14,162.15
08/17/2018	ACH852	Barney's Pumps, Inc.	\$ 11,900.00
08/17/2018	ACH853	BENCHMARK ENVIROANALYTICAL INC	\$ 7,390.56
08/17/2018	ACH854	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 269.25
08/17/2018	ACH855	Brenntag Mid-South Inc	\$ 43,948.45
08/17/2018	ACH856	CHARLOTTE COUNTY UTILITIES	\$ 164,694.84
08/17/2018	ACH857	Chemtrade Chemicals US LLC	\$ 51,900.49
08/17/2018	ACH858	CORONADO LAWN SERVICE OF FL	\$ 5,990.00
08/17/2018	ACH859	DESOTO COUNTY (V)	\$ 66,333.33
08/17/2018	ACH860	DIANE R. SALZ	\$ 3,750.00
08/17/2018	ACH861	EARTH BALANCE	\$ 6,155.00
08/17/2018	ACH862	Entech	\$ 12,497.00
08/17/2018	ACH863	ERPORTAL SOFTWARE, INC.	\$ 2,250.00
08/17/2018	ACH864	FEDERAL EXPRESS	\$ 21.44
08/17/2018	ACH865	FEI-FT.MYERS WATERWORKS #127	\$ 1,277.10
08/17/2018	ACH866	FRONTIER COMMUNICATIONS	\$ 218.98
08/17/2018	ACH867	Hach Company	\$ 1,160.94
08/17/2018	ACH868	Haskins Inc.	\$ 1,000.00
08/17/2018	ACH869	HDR ENGINEERING INC.	\$ 12,872.97
08/17/2018	ACH870	Hudson Pump	\$ 13,051.84
08/17/2018	ACH871	J. H. HAM ENGINEERING INC.	\$ 21,765.85
08/17/2018	ACH872	Jacobi Carbons Inc	\$ 63,054.00
08/17/2018	ACH873	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 495.00
08/17/2018	ACH874	JANICKI ENVIRONMENTAL, INC.	\$ 9,810.00
08/17/2018	ACH875	KEETON'S OFFICE & ART SUPPLY	\$ 669.25
08/17/2018	ACH876	MANSON BOLVES DONALDSON VARN, P.A.	\$ 91,180.44
08/17/2018	ACH877	MCMaster-CARR SUPPLY CO	\$ 189.30
08/17/2018	ACH878	MOCK ENGINEERING, INCORPORATED	\$ 180.00
08/17/2018	ACH879	Natural Resources LLC	\$ 5,917.38
08/17/2018	ACH880	PRO-CHEM INC.	\$ 457.68
08/17/2018	ACH881	Revere Controls	\$ 3,850.00
08/17/2018	ACH882	SENSIDYNE, LP	\$ 570.08
08/17/2018	ACH883	Shawn Lewis (V)	\$ 125.00
08/17/2018	ACH884	SUNSHINE ACE HARDWARE	\$ 74.40
08/17/2018	ACH885	TEST GAUGE AND BACKFLOW SUPPLY INC.	\$ 380.91
08/17/2018	ACH886	TOTALFUNDS BY HASLER	\$ 300.00
08/17/2018	ACH887	TRINOVA INC.	\$ 2,728.89
08/17/2018	ACH888	UPS	\$ 56.97
08/17/2018	ACH889	USA Bluebook	\$ 3,678.26
08/17/2018	ACH890	VANASSE HANGEN BRUSTLIN, INC	\$ 3,722.50
08/17/2018	ACH891	VOYAGER FLEET SYSTEMS, INC.	\$ 2,392.23
08/17/2018	ACH892	YSI, Inc.	\$ 482.00



**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
CHECK REGISTER: JULY & AUGUST 2018**

Bank Code:		PUBLIC FUNDS INTEREST CHECKING (PNC)	
Date	Document Number	Payee Name / Description	Amount
08/17/2018	ADBT081718	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 1,163.83
08/23/2018	37589	AWWA	\$ 997.00
08/23/2018	37590	Buffalo Graffix	\$ 837.25
08/23/2018	37591	CENTURYLINK	\$ 1,935.42
08/23/2018	37592	CHARLOTTE COUNTY BCC - LANDFILL	\$ 3,719.82
08/23/2018	37593	D. M. CONSTRUCTION CORP.	\$ 9,237.55
08/23/2018	37594	DMS-FINANCIAL MGMT SERVICES	\$ 299.77
08/23/2018	37595	FENDER'S TIRE & BATTERY INC.	\$ 400.00
08/23/2018	37596	Fisher Scientific	\$ 1,508.18
08/23/2018	37597	FLORIDA POWER & LIGHT COMPANY	\$ 133,346.01
08/23/2018	37598	JET AUTO SERVICE	\$ 463.90
08/23/2018	37599	MAIN GATE ENTERPRISES INC.	\$ 145.00
08/23/2018	37600	MSC INDUSTRIAL SUPPLY CO.	\$ 2,975.00
08/23/2018	37601	PRESTI & NAEGELE	\$ 2,024.00
08/23/2018	37602	RANCH PROPERTY HOLDINGS LLC	\$ 12,555.00
08/23/2018	37603	RING POWER CORPORATION	\$ 1,408.12
08/23/2018	37604	SAM'S CLUB	\$ 130.99
08/23/2018	37605	SHIPPING POST	\$ 26.53
08/23/2018	37606	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 294.55
08/23/2018	37607	VERIZON WIRELESS	\$ 223.83
08/24/2018	Auto82418	PNC Bank	\$ 4,506.89
08/30/2018		QuickBooks Payroll Service	\$ 76,990.67
08/31/2018	ACH893	ADVANTAGE CARE INC.	\$ 40.00
08/31/2018	ACH894	AIRGAS USA, LLC	\$ 47.81
08/31/2018	ACH895	ALFA LAVAL INC.	\$ 2,921.00
08/31/2018	ACH896	ALLIED ELECTRONICS, INC.	\$ 83.16
08/31/2018	ACH897	ALLIED UNIVERSAL CORP.	\$ 9,399.79
08/31/2018	ACH898	BENCHMARK ENVIROANALYTICAL INC	\$ 5,258.72
08/31/2018	ACH899	Brenntag Mid-South Inc	\$ 36,604.53
08/31/2018	ACH900	Chemtrade Chemicals US LLC	\$ 35,943.27
08/31/2018	ACH901	CROM ENGINEERING & CONSTRUCTION SVC	\$ 75,200.00
08/31/2018	ACH902	EARTH BALANCE	\$ 4,132.50
08/31/2018	ACH903	ENDRESS+HAUSER, INC.	\$ 6,145.91
08/31/2018	ACH904	FEDERAL EXPRESS	\$ 25.29
08/31/2018	ACH905	FEI-FT.MYERS WATERWORKS #127	\$ 2,376.41
08/31/2018	ACH906	Fortiline Waterworks	\$ 2,390.67
08/31/2018	ACH907	Hach Company	\$ 1,084.93
08/31/2018	ACH908	J. H. HAM ENGINEERING INC.	\$ 3,536.00
08/31/2018	ACH909	Jacobi Carbons Inc	\$ 94,767.00
08/31/2018	ACH910	JOHNSON ENGINEERING, INC.	\$ 4,086.25
08/31/2018	ACH911	JORDEN RAMOS	\$ 308.99
08/31/2018	ACH912	KEETON'S OFFICE & ART SUPPLY	\$ 816.79
08/31/2018	ACH913	LINDA BURKE	\$ 26.16
08/31/2018	ACH914	MANSON BOLVES DONALDSON VARN, P.A.	\$ 74,544.50
08/31/2018	ACH915	Natural Resources LLC	\$ 7,424.73
08/31/2018	ACH916	PHENOVA, INC.	\$ 528.40
08/31/2018	ACH917	SUNSHINE ACE HARDWARE	\$ 130.53
08/31/2018	ACH918	SUNSHINE STATE ONE CALL OF FL, INC.	\$ 49.01
08/31/2018	ACH919	The Markay Consulting Group LLC	\$ 1,250.00
08/31/2018	ACH920	UPS	\$ 40.69
08/31/2018	ACH921	VANASSE HANGEN BRUSTLIN, INC	\$ 4,307.27
08/31/2018	ADBT083118	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 1,163.83
08/31/2018	DBT083118	United States Treasury	\$ 24,319.90
08/31/2018	DBT83118	Valic	\$ 6,780.98
08/31/2018	dbt83118	FLORIDA DIVISION OF RETIREMENT	\$ 41,236.57
<b>Total</b>			<b>\$ 3,470,214.10</b>

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

**CHECK REGISTER: JULY & AUGUST 2018**

**Alphabetically by Vendor**

Bank Code:		PUBLIC FUNDS INTEREST CHECKING (PNC)	
Date	Document Number	Payee Name / Description	Amount
07/06/2018	ACH750	AA ELECTRIC SE INC.	\$ 3,019.24
07/20/2018	ACH789	AAA Cooper Transportation	\$ 232.70
07/06/2018	ACH751	Advanced Overhead Systems	\$ 2,868.75
07/20/2018	ACH790	Advanced Overhead Systems	\$ 1,020.00
07/06/2018	ACH752	ADVANTAGE CARE INC.	\$ 40.00
08/03/2018	ACH822	ADVANTAGE CARE INC.	\$ 80.00
08/31/2018	ACH893	ADVANTAGE CARE INC.	\$ 40.00
07/06/2018	ACH753	Air Mechanical & Service Corp.	\$ 1,038.30
07/20/2018	ACH791	Air Mechanical & Service Corp.	\$ 611.98
08/03/2018	ACH823	Air Mechanical & Service Corp.	\$ 2,475.00
08/17/2018	ACH848	Air Mechanical & Service Corp.	\$ 745.08
07/06/2018	ACH754	AIRGAS SPECIALTY PRODUCTS	\$ 3,071.71
08/03/2018	ACH824	AIRGAS SPECIALTY PRODUCTS	\$ 3,083.47
08/17/2018	ACH849	AIRGAS SPECIALTY PRODUCTS	\$ 2,977.68
07/06/2018	ACH755	AIRGAS USA, LLC	\$ 255.16
07/20/2018	ACH792	AIRGAS USA, LLC	\$ 46.85
08/31/2018	ACH894	AIRGAS USA, LLC	\$ 47.81
08/31/2018	ACH895	ALFA LAVAL INC.	\$ 2,921.00
07/11/2018	37517	ALL FLORIDA WATER-TAMPA	\$ 211.58
08/09/2018	37557	ALL FLORIDA WATER-TAMPA	\$ 211.58
07/06/2018	ACH756	ALLIED ELECTRONICS, INC.	\$ 2,959.16
07/20/2018	ACH793	ALLIED ELECTRONICS, INC.	\$ 1,399.23
08/03/2018	ACH825	ALLIED ELECTRONICS, INC.	\$ 660.20
08/17/2018	ACH850	ALLIED ELECTRONICS, INC.	\$ 1,674.25
08/31/2018	ACH896	ALLIED ELECTRONICS, INC.	\$ 83.16
07/06/2018	ACH757	ALLIED UNIVERSAL CORP.	\$ 15,202.88
07/20/2018	ACH794	ALLIED UNIVERSAL CORP.	\$ 2,364.80
08/03/2018	ACH826	ALLIED UNIVERSAL CORP.	\$ 18,868.34
08/17/2018	ACH851	ALLIED UNIVERSAL CORP.	\$ 14,162.15
08/31/2018	ACH897	ALLIED UNIVERSAL CORP.	\$ 9,399.79
08/09/2018	37558	AMAZON	\$ 1,065.09
07/11/2018	37518	ANIXTER INC.	\$ 5,100.00
07/06/2018	ACH758	ANN LEE	\$ 290.00
08/09/2018	37559	APPLIED DRILLING ENGINEERING, INC.	\$ 6,200.00
07/24/2018	37538	Automated Integration	\$ 23,250.00
07/11/2018	37519	AWWA	\$ 690.00
08/23/2018	37589	AWWA	\$ 997.00
08/17/2018	ACH852	Barney's Pumps, Inc.	\$ 11,900.00
07/24/2018	37539	BATTERIES PLUS BULBS #451	\$ 1,042.75
07/06/2018	ACH759	BENCHMARK ENVIROANALYTICAL INC	\$ 2,232.21
07/20/2018	ACH795	BENCHMARK ENVIROANALYTICAL INC	\$ 7,573.90
08/03/2018	ACH827	BENCHMARK ENVIROANALYTICAL INC	\$ 1,105.52
08/17/2018	ACH853	BENCHMARK ENVIROANALYTICAL INC	\$ 7,390.56
08/31/2018	ACH898	BENCHMARK ENVIROANALYTICAL INC	\$ 5,258.72
07/11/2018	37520	BILL'S BOTTLED WATER SERVI CE	\$ 21.75
08/09/2018	37560	BILL'S BOTTLED WATER SERVI CE	\$ 21.75
07/06/2018	ACH760	BLACK & VEATCH	\$ 2,488.00
07/20/2018	ACH796	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 269.25
08/17/2018	ACH854	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 269.25
07/06/2018	ACH761	Brenntag Mid-South Inc	\$ 35,584.79
07/20/2018	ACH797	Brenntag Mid-South Inc	\$ 35,602.67
08/03/2018	ACH828	Brenntag Mid-South Inc	\$ 21,979.89
08/17/2018	ACH855	Brenntag Mid-South Inc	\$ 43,948.45
08/31/2018	ACH899	Brenntag Mid-South Inc	\$ 36,604.53
08/23/2018	37590	Buffalo Graffix	\$ 837.25
08/09/2018	37561	CED - Port Charlotte	\$ 35.25
07/24/2018	37540	CENTURYLINK	\$ 1,900.10
08/23/2018	37591	CENTURYLINK	\$ 1,935.42

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY****CHECK REGISTER: JULY & AUGUST 2018****Alphabetically by Vendor**

Bank Code:		PUBLIC FUNDS INTEREST CHECKING (PNC)	
Date	Document Number	Payee Name / Description	Amount
07/11/2018	37521	CH2M HILL ENGINEERS INC.	\$ 23,150.00
07/24/2018	37541	CH2M HILL ENGINEERS INC.	\$ 13,500.00
08/09/2018	37562	CH2M HILL ENGINEERS INC.	\$ 4,610.00
07/24/2018	37542	CHARLOTTE COUNTY BCC - LANDFILL	\$ 7,708.98
08/23/2018	37592	CHARLOTTE COUNTY BCC - LANDFILL	\$ 3,719.82
08/09/2018	37563	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 82,245.97
07/20/2018	ACH798	CHARLOTTE COUNTY UTILITIES	\$ 164,694.84
08/17/2018	ACH856	CHARLOTTE COUNTY UTILITIES	\$ 164,694.84
08/09/2018	37564	CHARLOTTE HARBOR NTL ESTUARY PRGRM	\$ 3,500.00
07/06/2018	ACH762	Chemtrade Chemicals US LLC	\$ 47,874.89
07/20/2018	ACH799	Chemtrade Chemicals US LLC	\$ 35,878.16
08/03/2018	ACH829	Chemtrade Chemicals US LLC	\$ 41,929.99
08/17/2018	ACH857	Chemtrade Chemicals US LLC	\$ 51,900.49
08/31/2018	ACH900	Chemtrade Chemicals US LLC	\$ 35,943.27
07/11/2018	37522	CINTAS	\$ 400.42
08/09/2018	37565	CINTAS	\$ 429.41
07/20/2018	ACH800	Commerical Fire & Communications	\$ 312.00
07/20/2018	ACH801	CORONADO LAWN SERVICE OF FL	\$ 9,730.00
08/17/2018	ACH858	CORONADO LAWN SERVICE OF FL	\$ 5,990.00
07/20/2018	ACH802	CROM ENGINEERING & CONSTRUCTION SVC	\$ 86,590.00
08/31/2018	ACH901	CROM ENGINEERING & CONSTRUCTION SVC	\$ 75,200.00
07/11/2018	37523	D. M. CONSTRUCTION CORP.	\$ 9,652.22
07/24/2018	37543	D. M. CONSTRUCTION CORP.	\$ 8,571.44
08/23/2018	37593	D. M. CONSTRUCTION CORP.	\$ 9,237.55
07/24/2018	37544	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 2,022.95
08/09/2018	37566	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 1,383.29
08/09/2018	37567	DESOTO CO CHAMBER OF COMMERCE	\$ 235.00
07/20/2018	ACH803	DESOTO COUNTY (V)	\$ 66,333.33
08/17/2018	ACH859	DESOTO COUNTY (V)	\$ 66,333.33
08/09/2018	37568	DESOTO COUNTY WATER UTILITY	\$ 2,149.20
08/09/2018	37569	DEX IMAGING	\$ 24.00
07/20/2018	ACH804	DIANE R. SALZ	\$ 3,750.00
08/17/2018	ACH860	DIANE R. SALZ	\$ 3,750.00
07/24/2018	37545	DMS-FINANCIAL MGMT SERVICES	\$ 295.25
08/23/2018	37594	DMS-FINANCIAL MGMT SERVICES	\$ 299.77
08/09/2018	37570	DOMINION EXTERMINATORS	\$ 130.00
08/03/2018	ACH830	DONALD MORTON	\$ 150.00
08/03/2018	ACH831	EARTH BALANCE	\$ 37,098.73
08/17/2018	ACH861	EARTH BALANCE	\$ 6,155.00
08/31/2018	ACH902	EARTH BALANCE	\$ 4,132.50
08/31/2018	ACH903	ENDRESS+HAUSER, INC.	\$ 6,145.91
08/03/2018	ACH832	Entech	\$ 7,543.00
08/17/2018	ACH862	Entech	\$ 12,497.00
08/17/2018	ACH863	ERPORTAL SOFTWARE, INC.	\$ 2,250.00
07/11/2018	37524	EUROFINS EATON ANALYTICAL, LLC	\$ 492.00
07/06/2018	ACH763	FEDERAL EXPRESS	\$ 10.09
07/20/2018	ACH805	FEDERAL EXPRESS	\$ 41.16
08/03/2018	ACH833	FEDERAL EXPRESS	\$ 21.42
08/17/2018	ACH864	FEDERAL EXPRESS	\$ 21.44
08/31/2018	ACH904	FEDERAL EXPRESS	\$ 25.29
07/06/2018	ACH764	FEI-FT.MYERS WATERWORKS #127	\$ 202.30
08/03/2018	ACH834	FEI-FT.MYERS WATERWORKS #127	\$ 506.77
08/17/2018	ACH865	FEI-FT.MYERS WATERWORKS #127	\$ 1,277.10
08/31/2018	ACH905	FEI-FT.MYERS WATERWORKS #127	\$ 2,376.41
08/23/2018	37595	FENDER'S TIRE & BATTERY INC.	\$ 400.00
07/11/2018	37525	Fisher Scientific	\$ 268.22
07/24/2018	37546	Fisher Scientific	\$ 2,232.77
08/09/2018	37571	Fisher Scientific	\$ 343.75
08/23/2018	37596	Fisher Scientific	\$ 1,508.18

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY****CHECK REGISTER: JULY & AUGUST 2018****Alphabetically by Vendor**

Bank Code:		PUBLIC FUNDS INTEREST CHECKING (PNC)	
Date	Document Number	Payee Name / Description	Amount
08/09/2018	37572	FLORIDA DEPARTMENT OF STATE	\$ 150.00
07/17/2018	DBT71718	FLORIDA DEPT OF ENVIRONMENTAL PROT	\$ 6,000.00
07/27/2018	DBT072718	FLORIDA DIVISION OF RETIREMENT	\$ 27,380.38
08/31/2018	dbt83118	FLORIDA DIVISION OF RETIREMENT	\$ 41,236.57
07/24/2018	37547	FLORIDA POWER & LIGHT COMPANY	\$ 125,769.06
08/23/2018	37597	FLORIDA POWER & LIGHT COMPANY	\$ 133,346.01
08/09/2018	37573	FLORIDA VALVE & EQUIPMENT, LLC	\$ 1,336.00
07/06/2018	ACH765	FLUID CONTROL SPECIALTIES, INC.	\$ 1,986.40
07/20/2018	ACH806	FORD RITZ	\$ 422.00
08/31/2018	ACH906	Fortiline Waterworks	\$ 2,390.67
07/20/2018	ACH807	FRONTIER COMMUNICATIONS	\$ 216.98
08/17/2018	ACH866	FRONTIER COMMUNICATIONS	\$ 218.98
07/11/2018	37526	GARNEY COMPANIES INC.	\$ 47,559.00
08/09/2018	37574	GARNEY COMPANIES INC.	\$ 13,765.00
07/11/2018	37527	GOODYEAR AUTO SERVICE CENTER	\$ 139.50
08/09/2018	37575	GRAYBAR	\$ 146.84
07/06/2018	ACH766	Hach Company	\$ 1,984.85
07/20/2018	ACH808	Hach Company	\$ 256.36
08/03/2018	ACH835	Hach Company	\$ 5,086.54
08/17/2018	ACH867	Hach Company	\$ 1,160.94
08/31/2018	ACH907	Hach Company	\$ 1,084.93
07/06/2018	ACH767	HALFACRE CONSTRUCTION COMPANY	\$ 67,470.00
08/17/2018	ACH868	Haskins Inc.	\$ 1,000.00
08/17/2018	ACH869	HDR ENGINEERING INC.	\$ 12,872.97
07/11/2018	37528	HOME DEPOT	\$ 761.57
08/09/2018	37576	HOME DEPOT	\$ 564.20
07/06/2018	ACH768	Hudson Pump	\$ 24,936.59
08/17/2018	ACH870	Hudson Pump	\$ 13,051.84
07/06/2018	ACH769	HVMI, LLC	\$ 8,694.30
07/20/2018	ACH809	HVMI, LLC	\$ 10,357.30
07/06/2018	ACH770	J. H. HAM ENGINEERING INC.	\$ 12,356.55
08/03/2018	ACH836	J. H. HAM ENGINEERING INC.	\$ 6,237.51
08/17/2018	ACH871	J. H. HAM ENGINEERING INC.	\$ 21,765.85
08/31/2018	ACH908	J. H. HAM ENGINEERING INC.	\$ 3,536.00
07/06/2018	ACH771	Jacobi Carbons Inc	\$ 95,883.00
07/20/2018	ACH810	Jacobi Carbons Inc	\$ 28,588.20
08/03/2018	ACH837	Jacobi Carbons Inc	\$ 63,909.60
08/17/2018	ACH872	Jacobi Carbons Inc	\$ 63,054.00
08/31/2018	ACH909	Jacobi Carbons Inc	\$ 94,767.00
07/20/2018	ACH812	JANICKI ENVIRONMENTAL, INC.	\$ 12,080.00
08/17/2018	ACH874	JANICKI ENVIRONMENTAL, INC.	\$ 9,810.00
07/20/2018	ACH811	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 495.00
08/17/2018	ACH873	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 495.00
07/11/2018	37529	JAN-PRO OF MANASOTA	\$ 249.00
08/09/2018	37577	JAN-PRO OF MANASOTA	\$ 249.00
07/24/2018	37548	JET AUTO SERVICE	\$ 1,037.87
08/23/2018	37598	JET AUTO SERVICE	\$ 463.90
07/06/2018	ACH772	JOHNSON ENGINEERING, INC.	\$ 1,500.00
08/31/2018	ACH910	JOHNSON ENGINEERING, INC.	\$ 4,086.25
08/31/2018	ACH911	JORDEN RAMOS	\$ 308.99
07/06/2018	ACH773	KEETON'S OFFICE & ART SUPPLY	\$ 1,237.36
07/20/2018	ACH813	KEETON'S OFFICE & ART SUPPLY	\$ 734.54
08/03/2018	ACH838	KEETON'S OFFICE & ART SUPPLY	\$ 211.37
08/17/2018	ACH875	KEETON'S OFFICE & ART SUPPLY	\$ 669.25
08/31/2018	ACH912	KEETON'S OFFICE & ART SUPPLY	\$ 816.79
07/11/2018	37530	La France Dry Cleaners & Alternations	\$ 450.00
08/31/2018	ACH913	LINDA BURKE	\$ 26.16
08/09/2018	37578	Locher Environmental LLC	\$ 25,276.12
07/06/2018	ACH774	M&M CONTRACTORS INC.	\$ 3,370.72

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY****CHECK REGISTER: JULY & AUGUST 2018****Alphabetically by Vendor**

Bank Code:		PUBLIC FUNDS INTEREST CHECKING (PNC)	
Date	Document Number	Payee Name / Description	Amount
08/09/2018	37579	MAIN GATE ENTERPRISES INC.	\$ 2,829.98
08/23/2018	37599	MAIN GATE ENTERPRISES INC.	\$ 145.00
08/17/2018	ACH876	MANSON BOLVES DONALDSON VARN, P.A.	\$ 91,180.44
08/31/2018	ACH914	MANSON BOLVES DONALDSON VARN, P.A.	\$ 74,544.50
07/20/2018	ACH814	MCMASTER-CARR SUPPLY CO	\$ 105.33
08/17/2018	ACH877	MCMASTER-CARR SUPPLY CO	\$ 189.30
07/20/2018	ACH815	Mike Coates (v)	\$ 285.33
08/17/2018	ACH878	MOCK ENGINEERING, INCORPORATED	\$ 180.00
08/09/2018	37580	MSC INDUSTRIAL SUPPLY CO.	\$ 867.08
08/23/2018	37600	MSC INDUSTRIAL SUPPLY CO.	\$ 2,975.00
07/06/2018	ACH775	Natural Resources LLC	\$ 86,621.50
08/17/2018	ACH879	Natural Resources LLC	\$ 5,917.38
08/31/2018	ACH915	Natural Resources LLC	\$ 7,424.73
07/06/2018	ACH776	NOV Process & Flow Technologies US	\$ 17,257.83
08/31/2018	ACH916	PHENOVA, INC.	\$ 528.40
08/03/2018	ACH839	PMC ENGINEERING LLC	\$ 2,860.17
07/27/2018	Auto72418	PNC Bank	\$ 4,530.36
08/24/2018	Auto82418	PNC Bank	\$ 4,506.89
07/06/2018	ACH777	PORT CHARLOTTE LOCK AND KEY	\$ 595.00
08/23/2018	37601	PRESTI & NAEGELE	\$ 2,024.00
08/03/2018	ACH840	PRO-CHEM INC.	\$ 860.30
08/17/2018	ACH880	PRO-CHEM INC.	\$ 457.68
07/06/2018	ACH778	PROGRESSIVE WATER RESOURCES, LLC	\$ 21,214.00
07/20/2018	ACH816	PURVIS GRAY & COMPANY	\$ 6,437.50
07/24/2018	37549	QUALITY STARTER & ALT SER INC.	\$ 362.90
07/05/2018		QuickBooks Payroll Service	\$ 77,256.24
07/19/2018		QuickBooks Payroll Service	\$ 75,153.98
08/02/2018		QuickBooks Payroll Service	\$ 75,810.77
08/16/2018		QuickBooks Payroll Service	\$ 78,686.60
08/30/2018		QuickBooks Payroll Service	\$ 76,990.67
07/11/2018	37531	RANCH PROPERTY HOLDINGS LLC	\$ 12,555.00
08/23/2018	37602	RANCH PROPERTY HOLDINGS LLC	\$ 12,555.00
07/11/2018	37532	RAPID SECURITY SOLUTIONS, LLC	\$ 925.00
08/17/2018	ACH881	Revere Controls	\$ 3,850.00
07/06/2018	ACH779	RICHARD ANDERSON	\$ 331.00
08/23/2018	37603	RING POWER CORPORATION	\$ 1,408.12
08/09/2018	37581	SAM'S CLUB	\$ 204.25
08/23/2018	37604	SAM'S CLUB	\$ 130.99
07/24/2018	37550	SARASOTA HERALD TRIBUNE	\$ 104.50
08/09/2018	37582	SARASOTA HERALD TRIBUNE	\$ 239.25
08/17/2018	ACH882	SENSIDYNE, LP	\$ 570.08
08/03/2018	ACH841	SHALINA ODEGARD	\$ 345.63
07/20/2018	ACH817	Sharek Solutions	\$ 3,350.00
08/17/2018	ACH883	Shawn Lewis (V)	\$ 125.00
08/09/2018	37583	SHIPPING POST	\$ 26.53
08/23/2018	37605	SHIPPING POST	\$ 26.53
07/06/2018	ACH780	SIMS CRANE & EQUIPMENT	\$ 642.00
08/03/2018	ACH842	SIMS CRANE & EQUIPMENT	\$ 1,476.60
07/24/2018	37551	SOLINST CANADA LTD	\$ 872.96
07/06/2018	ADBT7618	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 993.06
07/17/2018	ADBT71718	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 170.77
07/20/2018	ADBT72018	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 1,163.83
07/30/2018	DBT073018	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 1,163.83
08/17/2018	ADBT081718	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 1,163.83
08/31/2018	ADBT083118	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 1,163.83
07/06/2018	ACH781	Sumner Land Management LLC	\$ 2,928.00
08/09/2018	37584	SUNBELT RENTALS	\$ 317.40
07/06/2018	ACH782	SUNSHINE ACE HARDWARE	\$ 374.11
08/03/2018	ACH843	SUNSHINE ACE HARDWARE	\$ 341.81

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY****CHECK REGISTER: JULY & AUGUST 2018****Alphabetically by Vendor**

Bank Code:		PUBLIC FUNDS INTEREST CHECKING (PNC)	
Date	Document Number	Payee Name / Description	Amount
08/17/2018	ACH884	SUNSHINE ACE HARDWARE	\$ 74.40
08/31/2018	ACH917	SUNSHINE ACE HARDWARE	\$ 130.53
07/06/2018	ACH783	SUNSHINE STATE ONE CALL OF FL, INC.	\$ 75.09
08/31/2018	ACH918	SUNSHINE STATE ONE CALL OF FL, INC.	\$ 49.01
07/11/2018	37533	TAMPA ARMATURE WORKS, INC.	\$ 4,054.00
08/17/2018	ACH885	TEST GAUGE AND BACKFLOW SUPPLY INC.	\$ 380.91
08/31/2018	ACH919	The Markay Consulting Group LLC	\$ 1,250.00
07/24/2018	37552	THE SUN	\$ 57.20
08/09/2018	37585	THE SUN	\$ 306.02
07/24/2018	37553	THERMO ELECTRON NORTH AMERICA LLC	\$ 1,063.25
07/11/2018	37534	Tire Choice & Total Car Care	\$ 72.47
07/06/2018	ACH784	TKW CONSULTING ENGINEERS, INC.	\$ 1,732.50
07/20/2018	ACH818	TKW CONSULTING ENGINEERS, INC.	\$ 1,992.50
08/17/2018	ACH886	TOTALFUNDS BY HASLER	\$ 300.00
07/11/2018	37535	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 302.93
08/23/2018	37606	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 294.55
07/06/2018	ACH785	TRANSCAT, INC.	\$ 1,162.25
08/03/2018	ACH844	TRANSCAT, INC.	\$ 773.94
07/06/2018	ACH786	TRINOVA INC.	\$ 857.76
08/03/2018	ACH845	TRINOVA INC.	\$ 505.33
08/17/2018	ACH887	TRINOVA INC.	\$ 2,728.89
07/06/2018	ACH787	TRULY NOLEN BRANCH 079	\$ 258.00
07/11/2018	37536	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
08/09/2018	37586	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
07/24/2018	37554	UNITED STATES GEOLOGICAL SURVEY	\$ 7,280.00
07/06/2018	dbt070618	United States Treasury	\$ 25,923.10
07/20/2018	Dbt07202018	United States Treasury	\$ 25,041.30
07/30/2018	DBT0732018	United States Treasury	\$ 25,036.04
08/14/2018	Dbt081418	United States Treasury	\$ 25,982.82
08/31/2018	DBT083118	United States Treasury	\$ 24,319.90
07/06/2018	ACH788	UPS	\$ 86.04
07/20/2018	ACH819	UPS	\$ 34.07
08/03/2018	ACH846	UPS	\$ 11.63
08/17/2018	ACH888	UPS	\$ 56.97
08/31/2018	ACH920	UPS	\$ 40.69
07/20/2018	ACH820	USA Bluebook	\$ 1,586.46
08/17/2018	ACH889	USA Bluebook	\$ 3,678.26
07/06/2018	DBT70618	Valic	\$ 7,029.55
07/20/2018	DBT072018	Valic	\$ 6,837.50
07/30/2018	dbt073018	Valic	\$ 6,781.34
08/14/2018	Dbt81418	Valic	\$ 6,899.12
08/31/2018	DBT83118	Valic	\$ 6,780.98
08/03/2018	ACH847	VANASSE HANGEN BRUSTLIN, INC	\$ 11,468.63
08/17/2018	ACH890	VANASSE HANGEN BRUSTLIN, INC	\$ 3,722.50
08/31/2018	ACH921	VANASSE HANGEN BRUSTLIN, INC	\$ 4,307.27
07/24/2018	37555	VERIZON WIRELESS	\$ 510.60
08/23/2018	37607	VERIZON WIRELESS	\$ 223.83
07/20/2018	ACH821	VOYAGER FLEET SYSTEMS, INC.	\$ 2,156.90
08/17/2018	ACH891	VOYAGER FLEET SYSTEMS, INC.	\$ 2,392.23
07/24/2018	37556	WEST COAST MOWING	\$ 2,993.00
08/09/2018	37587	WEST COAST MOWING	\$ 5,644.00
07/11/2018	37537	WOMACK SANITATION INC.	\$ 1,202.00
08/09/2018	37588	WOMACK SANITATION INC.	\$ 298.00
08/17/2018	ACH892	YSI, Inc.	\$ 482.00
07/31/2018			\$ 316.52
<b>Total</b>			<b>\$ 3,470,214.10</b>

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY****CHECK REGISTER: JULY & AUGUST 2018****By Amount Largest to Smallest**

Bank Code:		PUBLIC FUNDS INTEREST CHECKING (PNC)	
Date	Document Number	Payee Name / Description	Amount
07/20/2018	ACH798	CHARLOTTE COUNTY UTILITIES	\$ 164,694.84
08/17/2018	ACH856	CHARLOTTE COUNTY UTILITIES	\$ 164,694.84
08/23/2018	37597	FLORIDA POWER & LIGHT COMPANY	\$ 133,346.01
07/24/2018	37547	FLORIDA POWER & LIGHT COMPANY	\$ 125,769.06
07/06/2018	ACH771	Jacobi Carbons Inc	\$ 95,883.00
08/31/2018	ACH909	Jacobi Carbons Inc	\$ 94,767.00
08/17/2018	ACH876	MANSON BOLVES DONALDSON VARN, P.A.	\$ 91,180.44
07/06/2018	ACH775	Natural Resources LLC	\$ 86,621.50
07/20/2018	ACH802	CROM ENGINEERING & CONSTRUCTION SVC	\$ 86,590.00
08/09/2018	37563	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 82,245.97
08/16/2018		QuickBooks Payroll Service	\$ 78,686.60
07/05/2018		QuickBooks Payroll Service	\$ 77,256.24
08/30/2018		QuickBooks Payroll Service	\$ 76,990.67
08/02/2018		QuickBooks Payroll Service	\$ 75,810.77
08/31/2018	ACH901	CROM ENGINEERING & CONSTRUCTION SVC	\$ 75,200.00
07/19/2018		QuickBooks Payroll Service	\$ 75,153.98
08/31/2018	ACH914	MANSON BOLVES DONALDSON VARN, P.A.	\$ 74,544.50
07/06/2018	ACH767	HALFACRE CONSTRUCTION COMPANY	\$ 67,470.00
07/20/2018	ACH803	DESOTO COUNTY (V)	\$ 66,333.33
08/17/2018	ACH859	DESOTO COUNTY (V)	\$ 66,333.33
08/03/2018	ACH837	Jacobi Carbons Inc	\$ 63,909.60
08/17/2018	ACH872	Jacobi Carbons Inc	\$ 63,054.00
08/17/2018	ACH857	Chemtrade Chemicals US LLC	\$ 51,900.49
07/06/2018	ACH762	Chemtrade Chemicals US LLC	\$ 47,874.89
07/11/2018	37526	GARNEY COMPANIES INC.	\$ 47,559.00
08/17/2018	ACH855	Brenntag Mid-South Inc	\$ 43,948.45
08/03/2018	ACH829	Chemtrade Chemicals US LLC	\$ 41,929.99
08/31/2018	dbt83118	FLORIDA DIVISION OF RETIREMENT	\$ 41,236.57
08/03/2018	ACH831	EARTH BALANCE	\$ 37,098.73
08/31/2018	ACH899	Brenntag Mid-South Inc	\$ 36,604.53
08/31/2018	ACH900	Chemtrade Chemicals US LLC	\$ 35,943.27
07/20/2018	ACH799	Chemtrade Chemicals US LLC	\$ 35,878.16
07/20/2018	ACH797	Brenntag Mid-South Inc	\$ 35,602.67
07/06/2018	ACH761	Brenntag Mid-South Inc	\$ 35,584.79
07/20/2018	ACH810	Jacobi Carbons Inc	\$ 28,588.20
07/27/2018	DBT072718	FLORIDA DIVISION OF RETIREMENT	\$ 27,380.38
08/14/2018	Dbt081418	United States Treasury	\$ 25,982.82
07/06/2018	dbt070618	United States Treasury	\$ 25,923.10
08/09/2018	37578	Locher Environmental LLC	\$ 25,276.12
07/20/2018	Dbt07202018	United States Treasury	\$ 25,041.30
07/30/2018	DBT0732018	United States Treasury	\$ 25,036.04
07/06/2018	ACH768	Hudson Pump	\$ 24,936.59
08/31/2018	DBT083118	United States Treasury	\$ 24,319.90
07/24/2018	37538	Automated Integration	\$ 23,250.00
07/11/2018	37521	CH2M HILL ENGINEERS INC.	\$ 23,150.00
08/03/2018	ACH828	Brenntag Mid-South Inc	\$ 21,979.89
08/17/2018	ACH871	J. H. HAM ENGINEERING INC.	\$ 21,765.85
07/06/2018	ACH778	PROGRESSIVE WATER RESOURCES, LLC	\$ 21,214.00
08/03/2018	ACH826	ALLIED UNIVERSAL CORP.	\$ 18,868.34
07/06/2018	ACH776	NOV Process & Flow Technologies US	\$ 17,257.83
07/06/2018	ACH757	ALLIED UNIVERSAL CORP.	\$ 15,202.88
08/17/2018	ACH851	ALLIED UNIVERSAL CORP.	\$ 14,162.15
08/09/2018	37574	GARNEY COMPANIES INC.	\$ 13,765.00
07/24/2018	37541	CH2M HILL ENGINEERS INC.	\$ 13,500.00
08/17/2018	ACH870	Hudson Pump	\$ 13,051.84
08/17/2018	ACH869	HDR ENGINEERING INC.	\$ 12,872.97
07/11/2018	37531	RANCH PROPERTY HOLDINGS LLC	\$ 12,555.00
08/23/2018	37602	RANCH PROPERTY HOLDINGS LLC	\$ 12,555.00

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY****CHECK REGISTER: JULY & AUGUST 2018****By Amount Largest to Smallest**

Bank Code:		PUBLIC FUNDS INTEREST CHECKING (PNC)	
Date	Document Number	Payee Name / Description	Amount
08/17/2018	ACH862	Entech	\$ 12,497.00
07/06/2018	ACH770	J. H. HAM ENGINEERING INC.	\$ 12,356.55
07/20/2018	ACH812	JANICKI ENVIRONMENTAL, INC.	\$ 12,080.00
08/17/2018	ACH852	Barney's Pumps, Inc.	\$ 11,900.00
08/03/2018	ACH847	VANASSE HANGEN BRUSTLIN, INC	\$ 11,468.63
07/20/2018	ACH809	HVMI, LLC	\$ 10,357.30
08/17/2018	ACH874	JANICKI ENVIRONMENTAL, INC.	\$ 9,810.00
07/20/2018	ACH801	CORONADO LAWN SERVICE OF FL	\$ 9,730.00
07/11/2018	37523	D. M. CONSTRUCTION CORP.	\$ 9,652.22
08/31/2018	ACH897	ALLIED UNIVERSAL CORP.	\$ 9,399.79
08/23/2018	37593	D. M. CONSTRUCTION CORP.	\$ 9,237.55
07/06/2018	ACH769	HVMI, LLC	\$ 8,694.30
07/24/2018	37543	D. M. CONSTRUCTION CORP.	\$ 8,571.44
07/24/2018	37542	CHARLOTTE COUNTY BCC - LANDFILL	\$ 7,708.98
07/20/2018	ACH795	BENCHMARK ENVIROANALYTICAL INC	\$ 7,573.90
08/03/2018	ACH832	Entech	\$ 7,543.00
08/31/2018	ACH915	Natural Resources LLC	\$ 7,424.73
08/17/2018	ACH853	BENCHMARK ENVIROANALYTICAL INC	\$ 7,390.56
07/24/2018	37554	UNITED STATES GEOLOGICAL SURVEY	\$ 7,280.00
07/06/2018	DBT70618	Valic	\$ 7,029.55
08/14/2018	Dbt81418	Valic	\$ 6,899.12
07/20/2018	DBT072018	Valic	\$ 6,837.50
07/30/2018	dbt073018	Valic	\$ 6,781.34
08/31/2018	DBT83118	Valic	\$ 6,780.98
07/20/2018	ACH816	PURVIS GRAY & COMPANY	\$ 6,437.50
08/03/2018	ACH836	J. H. HAM ENGINEERING INC.	\$ 6,237.51
08/09/2018	37559	APPLIED DRILLING ENGINEERING, INC.	\$ 6,200.00
08/17/2018	ACH861	EARTH BALANCE	\$ 6,155.00
08/31/2018	ACH903	ENDRESS+HAUSER, INC.	\$ 6,145.91
07/17/2018	DBT71718	FLORIDA DEPT OF ENVIRONMENTAL PROT	\$ 6,000.00
08/17/2018	ACH858	CORONADO LAWN SERVICE OF FL	\$ 5,990.00
08/17/2018	ACH879	Natural Resources LLC	\$ 5,917.38
08/09/2018	37587	WEST COAST MOWING	\$ 5,644.00
08/31/2018	ACH898	BENCHMARK ENVIROANALYTICAL INC	\$ 5,258.72
07/11/2018	37518	ANIXTER INC.	\$ 5,100.00
08/03/2018	ACH835	Hach Company	\$ 5,086.54
08/09/2018	37562	CH2M HILL ENGINEERS INC.	\$ 4,610.00
07/27/2018	Auto72418	PNC Bank	\$ 4,530.36
08/24/2018	Auto82418	PNC Bank	\$ 4,506.89
08/31/2018	ACH921	VANASSE HANGEN BRUSTLIN, INC	\$ 4,307.27
08/31/2018	ACH902	EARTH BALANCE	\$ 4,132.50
08/31/2018	ACH910	JOHNSON ENGINEERING, INC.	\$ 4,086.25
07/11/2018	37533	TAMPA ARMATURE WORKS, INC.	\$ 4,054.00
08/17/2018	ACH881	Revere Controls	\$ 3,850.00
07/20/2018	ACH804	DIANE R. SALZ	\$ 3,750.00
08/17/2018	ACH860	DIANE R. SALZ	\$ 3,750.00
08/17/2018	ACH890	VANASSE HANGEN BRUSTLIN, INC	\$ 3,722.50
08/23/2018	37592	CHARLOTTE COUNTY BCC - LANDFILL	\$ 3,719.82
08/17/2018	ACH889	USA Bluebook	\$ 3,678.26
08/31/2018	ACH908	J. H. HAM ENGINEERING INC.	\$ 3,536.00
08/09/2018	37564	CHARLOTTE HARBOR NTL ESTUARY PRGRM	\$ 3,500.00
07/06/2018	ACH774	M&M CONTRACTORS INC.	\$ 3,370.72
07/20/2018	ACH817	Sharek Solutions	\$ 3,350.00
08/03/2018	ACH824	AIRGAS SPECIALTY PRODUCTS	\$ 3,083.47
07/06/2018	ACH754	AIRGAS SPECIALTY PRODUCTS	\$ 3,071.71
07/06/2018	ACH750	AA ELECTRIC SE INC.	\$ 3,019.24
07/24/2018	37556	WEST COAST MOWING	\$ 2,993.00
08/17/2018	ACH849	AIRGAS SPECIALTY PRODUCTS	\$ 2,977.68
08/23/2018	37600	MSC INDUSTRIAL SUPPLY CO.	\$ 2,975.00



**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY****CHECK REGISTER: JULY & AUGUST 2018****By Amount Largest to Smallest**

Bank Code:		PUBLIC FUNDS INTEREST CHECKING (PNC)	
Date	Document Number	Payee Name / Description	Amount
07/06/2018	ACH756	ALLIED ELECTRONICS, INC.	\$ 2,959.16
07/06/2018	ACH781	Sumner Land Management LLC	\$ 2,928.00
08/31/2018	ACH895	ALFA LAVAL INC.	\$ 2,921.00
07/06/2018	ACH751	Advanced Overhead Systems	\$ 2,868.75
08/03/2018	ACH839	PMC ENGINEERING LLC	\$ 2,860.17
08/09/2018	37579	MAIN GATE ENTERPRISES INC.	\$ 2,829.98
08/17/2018	ACH887	TRINOVA INC.	\$ 2,728.89
07/06/2018	ACH760	BLACK & VEATCH	\$ 2,488.00
08/03/2018	ACH823	Air Mechanical & Service Corp.	\$ 2,475.00
08/17/2018	ACH891	VOYAGER FLEET SYSTEMS, INC.	\$ 2,392.23
08/31/2018	ACH906	Fortiline Waterworks	\$ 2,390.67
08/31/2018	ACH905	FEI-FT.MYERS WATERWORKS #127	\$ 2,376.41
07/20/2018	ACH794	ALLIED UNIVERSAL CORP.	\$ 2,364.80
08/17/2018	ACH863	ERPORTAL SOFTWARE, INC.	\$ 2,250.00
07/24/2018	37546	Fisher Scientific	\$ 2,232.77
07/06/2018	ACH759	BENCHMARK ENVIROANALYTICAL INC	\$ 2,232.21
07/20/2018	ACH821	VOYAGER FLEET SYSTEMS, INC.	\$ 2,156.90
08/09/2018	37568	DESOTO COUNTY WATER UTILITY	\$ 2,149.20
08/23/2018	37601	PRESTI & NAEGELE	\$ 2,024.00
07/24/2018	37544	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 2,022.95
07/20/2018	ACH818	TKW CONSULTING ENGINEERS, INC.	\$ 1,992.50
07/06/2018	ACH765	FLUID CONTROL SPECIALTIES, INC.	\$ 1,986.40
07/06/2018	ACH766	Hach Company	\$ 1,984.85
08/23/2018	37591	CENTURYLINK	\$ 1,935.42
07/24/2018	37540	CENTURYLINK	\$ 1,900.10
07/06/2018	ACH784	TKW CONSULTING ENGINEERS, INC.	\$ 1,732.50
08/17/2018	ACH850	ALLIED ELECTRONICS, INC.	\$ 1,674.25
07/20/2018	ACH820	USA Bluebook	\$ 1,586.46
08/23/2018	37596	Fisher Scientific	\$ 1,508.18
07/06/2018	ACH772	JOHNSON ENGINEERING, INC.	\$ 1,500.00
08/03/2018	ACH842	SIMS CRANE & EQUIPMENT	\$ 1,476.60
08/23/2018	37603	RING POWER CORPORATION	\$ 1,408.12
07/20/2018	ACH793	ALLIED ELECTRONICS, INC.	\$ 1,399.23
08/09/2018	37566	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 1,383.29
08/09/2018	37573	FLORIDA VALVE & EQUIPMENT, LLC	\$ 1,336.00
08/17/2018	ACH865	FEI-FT.MYERS WATERWORKS #127	\$ 1,277.10
08/31/2018	ACH919	The Markay Consulting Group LLC	\$ 1,250.00
07/06/2018	ACH773	KEETON'S OFFICE & ART SUPPLY	\$ 1,237.36
07/11/2018	37537	WOMACK SANITATION INC.	\$ 1,202.00
07/20/2018	ADB72018	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 1,163.83
07/30/2018	DBT073018	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 1,163.83
08/17/2018	ADB7081718	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 1,163.83
08/31/2018	ADB7083118	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 1,163.83
07/06/2018	ACH785	TRANSCAT, INC.	\$ 1,162.25
08/17/2018	ACH867	Hach Company	\$ 1,160.94
08/03/2018	ACH827	BENCHMARK ENVIROANALYTICAL INC	\$ 1,105.52
08/31/2018	ACH907	Hach Company	\$ 1,084.93
08/09/2018	37558	AMAZON	\$ 1,065.09
07/24/2018	37553	THERMO ELECTRON NORTH AMERICA LLC	\$ 1,063.25
07/11/2018	37536	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
08/09/2018	37586	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
07/24/2018	37539	BATTERIES PLUS BULBS #451	\$ 1,042.75
07/06/2018	ACH753	Air Mechanical & Service Corp.	\$ 1,038.30
07/24/2018	37548	JET AUTO SERVICE	\$ 1,037.87
07/20/2018	ACH790	Advanced Overhead Systems	\$ 1,020.00
08/17/2018	ACH868	Haskins Inc.	\$ 1,000.00
08/23/2018	37589	AWWA	\$ 997.00
07/06/2018	ADB7618	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 993.06
07/11/2018	37532	RAPID SECURITY SOLUTIONS, LLC	\$ 925.00

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Date	Document Number	Payee Name / Description	Amount
07/24/2018	37551	SOLINST CANADA LTD	\$ 872.96
08/09/2018	37580	MSC INDUSTRIAL SUPPLY CO.	\$ 867.08
08/03/2018	ACH840	PRO-CHEM INC.	\$ 860.30
07/06/2018	ACH786	TRINOVA INC.	\$ 857.76
08/23/2018	37590	Buffalo Graffix	\$ 837.25
08/31/2018	ACH912	KEETON'S OFFICE & ART SUPPLY	\$ 816.79
08/03/2018	ACH844	TRANSCAT, INC.	\$ 773.94
07/11/2018	37528	HOME DEPOT	\$ 761.57
08/17/2018	ACH848	Air Mechanical & Service Corp.	\$ 745.08
07/20/2018	ACH813	KEETON'S OFFICE & ART SUPPLY	\$ 734.54
07/11/2018	37519	AWWA	\$ 690.00
08/17/2018	ACH875	KEETON'S OFFICE & ART SUPPLY	\$ 669.25
08/03/2018	ACH825	ALLIED ELECTRONICS, INC.	\$ 660.20
07/06/2018	ACH780	SIMS CRANE & EQUIPMENT	\$ 642.00
07/20/2018	ACH791	Air Mechanical & Service Corp.	\$ 611.98
07/06/2018	ACH777	PORT CHARLOTTE LOCK AND KEY	\$ 595.00
08/17/2018	ACH882	SENSIDYNE, LP	\$ 570.08
08/09/2018	37576	HOME DEPOT	\$ 564.20
08/31/2018	ACH916	PHENOVA, INC.	\$ 528.40
07/24/2018	37555	VERIZON WIRELESS	\$ 510.60
08/03/2018	ACH834	FEI-FT.MYERS WATERWORKS #127	\$ 506.77
08/03/2018	ACH845	TRINOVA INC.	\$ 505.33
07/20/2018	ACH811	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 495.00
08/17/2018	ACH873	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 495.00
07/11/2018	37524	EUROFINS EATON ANALYTICAL, LLC	\$ 492.00
08/17/2018	ACH892	YSI, Inc.	\$ 482.00
08/23/2018	37598	JET AUTO SERVICE	\$ 463.90
08/17/2018	ACH880	PRO-CHEM INC.	\$ 457.68
07/11/2018	37530	La France Dry Cleaners & Alternations	\$ 450.00
08/09/2018	37565	CINTAS	\$ 429.41
07/20/2018	ACH806	FORD RITZ	\$ 422.00
07/11/2018	37522	CINTAS	\$ 400.42
08/23/2018	37595	FENDER'S TIRE & BATTERY INC.	\$ 400.00
08/17/2018	ACH885	TEST GAUGE AND BACKFLOW SUPPLY INC.	\$ 380.91
07/06/2018	ACH782	SUNSHINE ACE HARDWARE	\$ 374.11
07/24/2018	37549	QUALITY STARTER & ALT SER INC.	\$ 362.90
08/03/2018	ACH841	SHALINA ODEGARD	\$ 345.63
08/09/2018	37571	Fisher Scientific	\$ 343.75
08/03/2018	ACH843	SUNSHINE ACE HARDWARE	\$ 341.81
07/06/2018	ACH779	RICHARD ANDERSON	\$ 331.00
08/09/2018	37584	SUNBELT RENTALS	\$ 317.40
07/31/2018			\$ 316.52
07/20/2018	ACH800	Commerical Fire & Communications	\$ 312.00
08/31/2018	ACH911	JORDEN RAMOS	\$ 308.99
08/09/2018	37585	THE SUN	\$ 306.02
07/11/2018	37535	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 302.93
08/17/2018	ACH886	TOTALFUNDS BY HASLER	\$ 300.00
08/23/2018	37594	DMS-FINANCIAL MGMT SERVICES	\$ 299.77
08/09/2018	37588	WOMACK SANITATION INC.	\$ 298.00
07/24/2018	37545	DMS-FINANCIAL MGMT SERVICES	\$ 295.25
08/23/2018	37606	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 294.55
07/06/2018	ACH758	ANN LEE	\$ 290.00
07/20/2018	ACH815	Mike Coates (v)	\$ 285.33
07/20/2018	ACH796	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 269.25
08/17/2018	ACH854	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 269.25
07/11/2018	37525	Fisher Scientific	\$ 268.22
07/06/2018	ACH787	TRULY NOLEN BRANCH 079	\$ 258.00
07/20/2018	ACH808	Hach Company	\$ 256.36
07/06/2018	ACH755	AIRGAS USA, LLC	\$ 255.16

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Bank Code:		PUBLIC FUNDS INTEREST CHECKING (PNC)		
Date	Document Number	Payee Name / Description		Amount
07/11/2018	37529	JAN-PRO OF MANASOTA	\$	249.00
08/09/2018	37577	JAN-PRO OF MANASOTA	\$	249.00
08/09/2018	37582	SARASOTA HERALD TRIBUNE	\$	239.25
08/09/2018	37567	DESOTO CO CHAMBER OF COMMERCE	\$	235.00
07/20/2018	ACH789	AAA Cooper Transportation	\$	232.70
08/23/2018	37607	VERIZON WIRELESS	\$	223.83
08/17/2018	ACH866	FRONTIER COMMUNICATIONS	\$	218.98
07/20/2018	ACH807	FRONTIER COMMUNICATIONS	\$	216.98
07/11/2018	37517	ALL FLORIDA WATER-TAMPA	\$	211.58
08/09/2018	37557	ALL FLORIDA WATER-TAMPA	\$	211.58
08/03/2018	ACH838	KEETON'S OFFICE & ART SUPPLY	\$	211.37
08/09/2018	37581	SAM'S CLUB	\$	204.25
07/06/2018	ACH764	FEI-FT.MYERS WATERWORKS #127	\$	202.30
08/17/2018	ACH877	MCMaster-CARR SUPPLY CO	\$	189.30
08/17/2018	ACH878	MOCK ENGINEERING, INCORPORATED	\$	180.00
07/17/2018	ADBT71718	STATE OF FLORIDA DISBURSEMENT UNIT	\$	170.77
08/03/2018	ACH830	DONALD MORTON	\$	150.00
08/09/2018	37572	FLORIDA DEPARTMENT OF STATE	\$	150.00
08/09/2018	37575	GRAYBAR	\$	146.84
08/23/2018	37599	MAIN GATE ENTERPRISES INC.	\$	145.00
07/11/2018	37527	GOODYEAR AUTO SERVICE CENTER	\$	139.50
08/23/2018	37604	SAM'S CLUB	\$	130.99
08/31/2018	ACH917	SUNSHINE ACE HARDWARE	\$	130.53
08/09/2018	37570	DOMINION EXTERMINATORS	\$	130.00
08/17/2018	ACH883	Shawn Lewis (V)	\$	125.00
07/20/2018	ACH814	MCMaster-CARR SUPPLY CO	\$	105.33
07/24/2018	37550	SARASOTA HERALD TRIBUNE	\$	104.50
07/06/2018	ACH788	UPS	\$	86.04
08/31/2018	ACH896	ALLIED ELECTRONICS, INC.	\$	83.16
08/03/2018	ACH822	ADVANTAGE CARE INC.	\$	80.00
07/06/2018	ACH783	SUNSHINE STATE ONE CALL OF FL, INC.	\$	75.09
08/17/2018	ACH884	SUNSHINE ACE HARDWARE	\$	74.40
07/11/2018	37534	Tire Choice & Total Car Care	\$	72.47
07/24/2018	37552	THE SUN	\$	57.20
08/17/2018	ACH888	UPS	\$	56.97
08/31/2018	ACH918	SUNSHINE STATE ONE CALL OF FL, INC.	\$	49.01
08/31/2018	ACH894	AIRGAS USA, LLC	\$	47.81
07/20/2018	ACH792	AIRGAS USA, LLC	\$	46.85
07/20/2018	ACH805	FEDERAL EXPRESS	\$	41.16
08/31/2018	ACH920	UPS	\$	40.69
07/06/2018	ACH752	ADVANTAGE CARE INC.	\$	40.00
08/31/2018	ACH893	ADVANTAGE CARE INC.	\$	40.00
08/09/2018	37561	CED - Port Charlotte	\$	35.25
07/20/2018	ACH819	UPS	\$	34.07
08/09/2018	37583	SHIPPING POST	\$	26.53
08/23/2018	37605	SHIPPING POST	\$	26.53
08/31/2018	ACH913	LINDA BURKE	\$	26.16
08/31/2018	ACH904	FEDERAL EXPRESS	\$	25.29
08/09/2018	37569	DEX IMAGING	\$	24.00
07/11/2018	37520	BILL'S BOTTLED WATER SERVI CE	\$	21.75
08/09/2018	37560	BILL'S BOTTLED WATER SERVI CE	\$	21.75
08/17/2018	ACH864	FEDERAL EXPRESS	\$	21.44
08/03/2018	ACH833	FEDERAL EXPRESS	\$	21.42
08/03/2018	ACH846	UPS	\$	11.63
07/06/2018	ACH763	FEDERAL EXPRESS	\$	10.09
			<b>Total \$</b>	<b>3,470,214.10</b>

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**CHECK REGISTER: JULY & AUGUST 2018**

**Bank Code:** CONSTRUCTION CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
07/06/2018	CACH21	AECOM TECHNICAL SERVICES, INC.	\$ 4,965.00
07/06/2018	CACH22	KING ENGINEERING ASSOCIATES INC	\$ 28,194.37
07/11/2018	2751	GARNEY COMPANIES INC.	\$ 13,951.78
07/20/2018	CACH23	KING ENGINEERING ASSOCIATES INC	\$ 14,141.33
08/03/2018	CACH24	AECOM TECHNICAL SERVICES, INC.	\$ 7,944.00
08/03/2018	CACH25	KING ENGINEERING ASSOCIATES INC	\$ 29,299.66
08/09/2018	2752	GARNEY COMPANIES INC.	\$ 32,920.67
08/23/2018	2753	Walmart Stores Inc	\$ 2,600.00
08/31/2018	CACH26	KING ENGINEERING ASSOCIATES INC	\$ 28,429.44
<b>Total \$</b>			<b>162,446.25</b>

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

**CHECK REGISTER: JULY & AUGUST 2018**

**Alphabetically by Vendor**

**Bank Code:** CONSTRUCTION CHECKING (PNC)

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
07/06/2018	CACH21	AECOM TECHNICAL SERVICES, INC.	\$ 4,965.00
08/03/2018	CACH24	AECOM TECHNICAL SERVICES, INC.	\$ 7,944.00
07/11/2018	2751	GARNEY COMPANIES INC.	\$ 13,951.78
08/09/2018	2752	GARNEY COMPANIES INC.	\$ 32,920.67
07/06/2018	CACH22	KING ENGINEERING ASSOCIATES INC	\$ 28,194.37
07/20/2018	CACH23	KING ENGINEERING ASSOCIATES INC	\$ 14,141.33
08/03/2018	CACH25	KING ENGINEERING ASSOCIATES INC	\$ 29,299.66
08/31/2018	CACH26	KING ENGINEERING ASSOCIATES INC	\$ 28,429.44
08/23/2018	2753	Walmart Stores Inc	\$ 2,600.00
<b>Total \$</b>			<b>162,446.25</b>

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

**CHECK REGISTER: JULY & AUGUST 2018**

**By Amount Largest to Smallest**

**Bank Code:** CONSTRUCTION CHECKING (PNC)

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
08/09/2018	2752	GARNEY COMPANIES INC.	\$ 32,920.67
08/03/2018	CACH25	KING ENGINEERING ASSOCIATES INC	\$ 29,299.66
08/31/2018	CACH26	KING ENGINEERING ASSOCIATES INC	\$ 28,429.44
07/06/2018	CACH22	KING ENGINEERING ASSOCIATES INC	\$ 28,194.37
07/20/2018	CACH23	KING ENGINEERING ASSOCIATES INC	\$ 14,141.33
07/11/2018	2751	GARNEY COMPANIES INC.	\$ 13,951.78
08/03/2018	CACH24	AECOM TECHNICAL SERVICES, INC.	\$ 7,944.00
07/06/2018	CACH21	AECOM TECHNICAL SERVICES, INC.	\$ 4,965.00
08/23/2018	2753	Walmart Stores Inc	\$ 2,600.00
<b>Total</b>			<b>\$ 162,446.25</b>

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
October 3, 2018***

**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 3, 2018

**Prepared by:** Ford Ritz, P.E., Project Engineer

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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 deliver up to 4-million gallons per day (mgd) of regional finished water to the City's Shell Creek Facility and to receive up to 2-mgd from the Shell Creek Facility. The estimated project cost is \$12-million.

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).

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.

### **Current status**

The Phase 1 Interconnect was Board approved for Design by King Engineering Associates, Inc. (King) on February 25, 2016. Final design and permitting are now complete. Preparation of bid documents, and property acquisition is ongoing. On June 22, 2018 eminent domain proceeding were initiated for certain easement properties. The Authority continues good faith negotiations with these property owners. The Authority anticipates soliciting bids from pre-qualified contractors for the Project this fall, and taking award of a Construction Contract, and the



Engineer's Work Order for Construction Phase Services to the Board in late CY 2018 or early CY 2019. The Phase 1 Project is currently on schedule and on budget.

### **Project History Briefing**

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

**Date:** October 3, 2018

**Prepared by:** Ford Ritz, P.E., Project Engineer

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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 26<sup>th</sup> 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 6<sup>th</sup>. 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-ft 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 11<sup>th</sup>. 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 transects 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 25<sup>th</sup> and May 10<sup>th</sup> 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 16<sup>th</sup> 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 16<sup>th</sup>. On May 24<sup>rd</sup> 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 20<sup>th</sup> 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 10<sup>th</sup> the Authority requested an Amendment to the SWFWMD Cooperative Funding Agreement (CFA) to the revise the Contract Period Schedule. On June 13<sup>th</sup> SWFWMD returned the Amendment to the Agreement for signature by the Authority. The Authority returned signed the Amendment to SWFWMD on June 19<sup>th</sup>.

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 12<sup>th</sup>, 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.

- October & November 2017 – On September 27, 2017 an Operations Coordination meeting was held with the City of Punta Gorda to discuss the Meter Station control valve, and valving that will be installed on the Shell Creek WTP site. On October 3, 2017 the 60% design was submitted to the FDEP, which was subsequently was found to be acceptable by the FDEP. On October 5, 2017 the 60% design was submitted to the SWFWMD which was subsequently found to be acceptable. On October 24, 2017 the 60% design meeting was held with King and the Authority. On October 31, 2017 King submitted the Pipe Wall Thickness

Memo for the Phase 1 pipeline. King also completed the bathymetric survey for the Shell Creek HDD crossing in October.

On November 21, 2017 King submitted the FDOT Permit Application for Phase 1. Property acquisition work continued. The FDOT Permit application was submitted. The FDEP ERP application is anticipated to be submitted in December. King is currently developing the 90% design submittal. The project is on schedule and on budget.

- December 2017 & January 2018 – On December 5, 2017 a meeting was held with Charlotte County Public Works to discuss Right-of-Way Permitting requirements for the Phase 1 Project. On December 13, 2017 King submitted the 90% Design Documents which were distributed to the SWFWMD, FDEP, City of Punta Gorda and Desoto County. King also completed hydraulic and transient modeling for the Phase 1 Interconnect. On December 28, 2017 the Environmental Resource Permit application was submitted to the FDEP. The Application included the Application for Authorization to Use State-Owned Submerged Lands at the Shell Creek crossing. All above permit application are under review by the respective agencies. The Gopher Tortoise Relocation Permit Application is anticipated to be submitted to the Florida Fish and Wildlife Conservation Commission in February. The Phase1 Interconnect Project is on schedule and on budget
- February and March 2018 – King submitted the Phase 1 Interconnect 90% Design Documents on December 13, 2017. A Project Progress Meeting was held with King Engineering on February 12, 2018 to review the updated 90% Design Documents and to discuss permitting and land acquisition status.

On February 9, 2018 the Authority advertised Request(s) for Statement of Qualifications (RFSOQs) for Phase 1 Prime Contractors and Phase 1 Horizontal Directional Drilling (HDD) Subcontractors. The RFSOQs were advertised in local newspapers and posted on the Authority Web Page. On February 23, 2018 the Authority held a meeting with King Engineering to review and discuss Contractor written questions and Authority responses, regarding the RFSOQs. Two addendums for the RFSOQs were posted on the Authority Web Page on February 16, 2018 and February 27, 2018. The Authority received seven SOQs for Prime Contractors and five SOQs for HDD Subcontractors by the March 12, 2018, 2:00pm deadline. From March 12-19 SOQ submittals were evaluated. On March 15, 2018 King and the Authority met to discuss Contractor SOQs. King submitted a Memorandum on Contractor Prequalification in recommendations on March 19<sup>th</sup>. On March 20, 2018 the Authority posted a Notice-of-Intended-Decision on prequalified Prime Contractors and HDD Subcontractors on the Authority website.

The Application for the FDEP Environmental Resource Permit/State Owned Submerged Lands (SSL Easement) was submitted to the FDEP by King Engineering on December 28, 2017. To date the following actions have been taken:

- February 16, 2018 the FDEP Posted Permit 359802-001 on the FDEP Web Page.
- February 20, 2018 and March 1, 2018 King and the Authority held conference calls to discuss responses and clarifications of the posted permit



- March 1, 2018 King posted permit responses/clarifications on the FDEP Web Page
- March 1, 2018 the FDEP responded that a permit modification was required to address the HDD subaqueous route at Shell Creek.
- March 6, 2018 King and the Authority's Attorney held a conference call with the FDEP to discuss the Sovereignty Submerged Lands (SSL) Authorization associated with the Permit.
- March 7, 2018 King submitted /posted the permit modification application.
- March 9, 2018 FDEP noticed that they were in receipt of the permit modification application (359802-002) and the modification is under review.

The FDEP ERP 359802-002 is anticipated to be received by April 1, 2018.

The Phase 1 Gopher Tortoise Permit No. GTC-18-00072 was issued to the Authority on March 20, 2018.

The FDOT permit application (assigned Permit No. 2017-H-197-8) is still under review. We anticipated receiving the permit by May 1, 2018.

The Smith Property - Temporary Construction Easement, and Smith Property - Non-Exclusive Waterline Easement, were recorded in Charlotte County on March 7, 2018. King Engineering is currently having the remaining Phase 1 Interconnect easements (9) appraised for upcoming negotiations with property owners for prospective easements.

On March 21, 2018 a coordination meeting was held with King, the City of Punta Gorda and the Authority at the Shell Creek Water Treatment Plant (SCWTP) to discuss flushing and disinfection of the proposed Phase 1 Interconnect from the south side of Shell Creek to the SCWTP. The Phase 1 Interconnect Project is on schedule and budget.

- April and May 2018 – On April 4, 2018 the Board approved Contractors who prequalified based on review of their Statements-of-Qualification by King and the Authority. This included 6-Prime Contractors and 5-HDD Subcontractors.
  - Prime Contractors included: Felix Associates, Garney Construction, Metro Equipment Service, Reynolds Construction, Westra Construction, and Woodruff and Sons.
  - HDD Subcontractors included: Atlas Trenchless, DBE Utilities, ECI Drilling, MAXX HDD, and TB Landmark.

During April the Appraiser for King completed appraisals 6-easements. Subsequent to obtaining the appraisals Statement of Offer Packages were transmitted to 5-property owners for easements along the Phase 1 Pipeline alignment. On April 4<sup>th</sup> a meeting was held with King, Authority Attorneys (teleconference) and the Property Appraiser. On April 9<sup>th</sup> a meeting was held with King and FLAA (Land Agent) to discuss easements. On May 3, 2018 a meeting was held with King (teleconference) and Authority Attorneys to discuss strategies for obtaining required easements.

On April 13<sup>th</sup> the Drinking Water General Permit application was submitted to the FDEP. The FDEP reviewed and stated that a Drinking Water Specific Permit was required for the Phase 1 Project. On April 18<sup>th</sup> the Drinking Water Specific Permit application was submitted to the FDEP.

Phase 1 Permits to Date:

- Gopher Tortoise permit issued March 20, 2018
- USACOE permit issued March 28, 2018
- FDOT Permit issued April 11, 2018
- FDEP ERP/SSL –May 2018
- FDEP Drinking Water Specific Permit – May 2018

King submitted a Flushing and Disinfection Memo for the Phase 1 Interconnect on April 17, 2018.

The FDEP ERP 359802-002 is anticipated to be noticed in early May.

Property Acquisition / Easements

All property owners along the Phase 1 Interconnect alignment have been contacted.

- South Side of Shell Creek – easements have been obtained
- Shell Creek (properties in water) – Two property owners have been sent Statement Offer Packages
- North Side of Shell Creek – Three property owners have been sent Statement Offer Packages
- Desoto County – One easement, anticipated to be obtained in May.

The Phase 1 Interconnect Project is on schedule and budget. The Authority continues good faith negotiations with property owners for easements.

- June and July 2018

Permits:

On May 14, 2018 the FDEP ERP was advertised for Notice for 14-days. On May 28, 2018 the FDEP ERP was obtained by the Authority. On May 25, 2018 the FDEP Drinking Water Specific Permit was obtained by the Authority. Permits required to be obtained by the Owner have been acquired. These include the FDOT, FDEP ERP, FDEP Drinking Water, USACOE, and Gopher Tortoise, permits.

Easements and Property:

On May 30, 2018 a conference call was held with the Authority, King and Manson Group to discuss strategies to obtain easements. The Authority continues good faith negotiations with two property owners for easements. On June 22, 2018 Eminent Domain proceedings for easement takings, on four properties, were filed with the Circuit Court of Charlotte County. The Berkman Land Trust offered to sell two land parcels in lieu of selling an easement. These parcels are located on the north side of Shell Creek on both the west (pipeline alignment) and on the east side of the City Punta Gorda Reservoir dam. Both parcels are adjacent to the dam, the west parcel includes approximately 40 acres and the east parcel includes approximately 17 acres

**Bidding Documents:**

King Engineering submitted the Phase 1 Project draft Bidding Specifications to the Authority on June 8, 2018, and are currently under review by the Authority.

**Schedule:**

The Authority currently anticipates bidding the Phase 1 Project in mid-September and taking the Construction Contract and the Engineer's Work Order for Construction Phase Services to the Board in December for approval. The Phase 1 Interconnect Project is on schedule, pending favorable easements acquisition, and on budget.

- **August and September 2018**

**Easements and Property:**

On August 23, 2018 a site visit /meeting regarding (Shell Creek Crossing) properties was conducted with the Authority Attorney to discuss outstanding easements.

Due to title complications with the Berkman Land Trust parcel on the east side of the Punta Gorda Reservoir Dam the Authority is only pursuing the purchase of the Land Trust parcel on the west side of the dam which coincides with the Phase 1 Pipeline alignment. On June 22<sup>nd</sup> Eminent Domain proceedings for easement takings, on four properties were filed with the Circuit Court of Charlotte County. The Authority continues good faith negotiations with these property owners.

**Bidding Documents:**

King Engineering submitted the Phase 1 Project draft Final Bidding Documents to the Authority on September 4, 2018. Documents are currently under review by the Authority.

**Permit Summary**

The following permits have been obtained for the Phase 1 Interconnect - FDEP-ERP, FDOT Utility Permit, USACOE Nationwide-12, FWC Gopher Tortoise, and FDEP Permit to Construct Drinking Water System.

**SWFWMD:**

On August 15, 2018 the Authority requested a Second Amendment to the funding Agreement No. 15C00000052.

**Schedule:**

The Authority currently anticipates soliciting bids from pre-qualified contractors this fall and award of the Construction Contract, and the Engineer's Work Order for Construction Phase Engineering Services, late this CY or early CY 2019.

# PHASE 1 CONCEPTUAL ROUTE



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
October 3, 2018***

**ROUTINE STATUS REPORTS  
ITEM 4**

**Regional Integrated Loop System Phase 3B Interconnect Project [S.R. 681 to Clark Rd.]**

## **Project Status Report**

**Project:** Regional Integrated Loop System Phase 3B Interconnect Pipeline Project  
[Preymore Interconnect Clark Road (SR 72)]

**Date:** October 3, 2018

**Prepared by:** Kevin Morris, Manager of Engineering & Projects

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The following information summarizes the project description and current status.

### **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.

Another 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**

In December 2015 the Board approved initiation of design work on the Phase 3B Interconnect. Final Design on the project is nearing completion, and all but one permit (U.S. Army Corps of Engineers) necessary to construct the project has been received. The project team is also working with County staff to insure that completion of this project is coordinated with the 5-mile long interconnecting pipeline that the County is building to convey water from the termination point of Phase 3B to County Pump Station No. 5 located on Proctor Road. Without this interconnecting pipeline, the Phase 3B pipeline would be a dead end line, so it makes little sense to rush into construction. The current project schedule envisions soliciting bids from pre-qualified contractors in summer 2019 so that the construction of both Authority and County pipelines can be completed together.

## **Project History Briefing**

**Project:** Phase 3B Regional Interconnect Pipeline Project

**Date:** October 3, 2018

**Prepared by:** Kevin Morris, Manager of Engineering & Projects

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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 3<sup>rd</sup> 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 3<sup>rd</sup> 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 blow offs.
- 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 3<sup>rd</sup> 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-foot 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 3<sup>rd</sup> 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 3<sup>rd</sup> 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
- October 9, 2017 Submitted Army Corps of Engineers permit application for the project.
- October 10, 2017 Authority staff received draft project technical specifications from King Engineering.
- October 10, 2017 Project team reached consensus on approach on the design approach in the area of the CS-03 flow way in deciding not to rely upon the County weir structure for upstream channel flow control. The design concept will include a double sheet pile wall on either side of the excavation – this reduces risk to the County structure and the pipeline construction project.
- October 23, 2017 FDEP project manager indicated receipt and acceptance of the 60% design package.
- October 23, 2017 Sarasota County Stormwater Department indicated they had no comments on the plans.
- October 30, 2017 Sarasota County Solid Waste Department provided review comments on the 60% Design Plans.
- October 30, 2017 Project team noted discrepancies in the CDM 3<sup>rd</sup> party review cost estimate document to SWFWMD project manager, however, these discrepancies did not result in a material difference to the estimate.
- November 6, 2017 Project team is coordinating with the Sarasota County Solid Waste Department to insure that the casing design for the pipeline under the haul road is sufficient to handle loading of loaded articulated dump truck traffic.
- November 8, 2017 Received feedback from Sarasota County Transportation Department of a future roadway that could cross the pipeline and the project team is working on design changes to reflect a casing in



this area so that the roadway could be built over the line without impact to the pipeline.

- November 14, 2017 Project team scheduled a site visit to Sarasota County Pump Station No. 5 for December 4<sup>th</sup> to view the site with the intent of possibly coordinating flushing and disinfection between the Authority's Phase 3B and the County's 24" pipelines.
- November 17, 2017 King Engineering provided the final Geotechnical Exploration Report for the pipeline route.
- December 4, 2017 The project team toured Sarasota County Pump Station No. 5 to better understand how the Phase 3B project needs to integrate with the County water system.
- December 6, 2017 In a meeting with County personnel the request was made to add fiber optic conduit along with the pipe to give the County the flexibility of pulling in fiber cables for communications/data in the future. Authority staff conferred this direction to the King project team.
- December 28, 2017 Sarasota County personnel (Planning & Development Services/Environmental Protection Department) advised that utility work is exempt from tree permitting except for "Grand Trees" (trees of exceptionally large trunk diameter). There is one such tree along our planned route and the project team is considering the various options.
- January 4, 2018 The King project team provided the Authority with 90% Design documents. Authority staff began their internal review.
- January 12, 2018 The project team coordinates specifications for the requested fiber optic conduit to be buried coincident with the pipeline.
- January 18, 2018 The project team is preparing to submit the ERP permit application to FDEP and has requested a permit application fee check.
- January 22, 2018 Consistent with our intent to prequalify contractors for this project, staff is reviewing the draft Request for Statements of Qualifications developed by King Engineering. It is anticipated that this process will commence shortly culminating with a list of approved contractors being presented for the Board's consideration in April 2018.
- January 23, 2018 Delivered 90% Design Documents to Sarasota County, FDEP and SWFWMD for review.

- February 1-6, 2018 Began coordination with Water Supply Authority legal counsel on easement matters.
- February 9, 2018 Published advertisement constituting the Invitation to Submit Statements of Qualifications for Contractor Prequalification for the Phase 3B Pipeline.
- February 16, 2018 Issued Addendum # 1 to the Invitation to Submit Statements of Qualifications under the Contractor Prequalification effort which began on February 9<sup>th</sup>.
- February 16, 2018 Received review comments from Solid Waste Department that included corrective notes on about a dozen sheets, clarification of soil/fill management expectations, locations for contractor staging areas and access instructions. Solid Waste also expressed caution about potential land use issues that could be associated with truck/contractor access from SR 72 (Clark Road). Finally, they reminded the team of the private property owner who has an easement over county lands that we will need to cross to build the pipeline (*note, this is the same issue was addressed in the earlier bullet reflecting activity from February 1<sup>st</sup> -6<sup>th</sup>).*
- February 27, 2018 Issued Addendum # 2 to the Invitation to Submit Statements of Qualifications under the Contractor Prequalification effort which began on February 9<sup>th</sup>.
- March 1, 2018 Received notice of “no comments” from the Sarasota County Stormwater Department, but they had been copied on the earlier Solid Waste Department’s comments and so had been fully integrated into the discussions from that Department’s review.
- March 1-2, 2018 Sought and received confirmation from the County Solid Waste Department regarding areas it would be suitable for the pipeline contractor to stage from without impacting County operations on the site.
- March 2, 2018 Review meeting with Sarasota County Utilities. The project team was notified that the County intended to construct a 30-inch diameter interconnecting line. The terminal end assembly had originally been sized for 24-inch diameter pipe. The project team indicated they would likely increase the Water Supply Authority pipe to match but needed to discuss with other stakeholders first. The group also discussed options for dealing with a ‘grand tree’ that had been identified along the project route and decided it would be best to schedule a follow-up meeting with County

Natural Resources personnel and involve them in the decision process.

- March 12, 2018 Received prequalification SOQ packages from perspective contractors.
- March 13, 2018 Received FDOT permit for construction along Clark Road (SR 72).
- March 20, 2018 King Engineering develops a letter of recommendation regarding contractor prequalification and Authority posted the Notice of Intended Decision on its website indicating that all five (5) of the Prime Contractors who submitted packages were deemed suitable and recommended they all be approved as Prequalified.
- April 4, 2018 Authority Board of Directors accepts and approves list of prequalified contractors to include (listed alphabetically):

Felix Associates	Stuart, Florida
Garney Construction	Clearwater, Florida
Reynolds Construction	Pompano Beach, Florida
Westra Construction	Palmetto, Florida
Woodruff & Sons	Bradenton, Florida

- April 11, 2018 FDEP issues draft ERP permit.
- April 11, 2018 Project team meets with Sarasota County environmental manager James Dieroff to discuss possible alternatives for the Grand Tree identified along the route.
- April 18, 2018 Project team identified that expected detail regarding mitigation appeared to be missing from the FDEP draft ERP permit, contacted FDEP to discuss and through discussion realized coordination issues stemmed from submittal of the entire BODR, which included all possible routes considered as supplemental information. Project team promised to send revised supplemental information more finely tuned to the selected route that is needed to update the draft ERP by the end of the month.
- April 24, 2018 Project team provides U.S. Army Corps of Engineers permit reviewer with supplemental information requested to help clarify the many legs of the regional integrated loop system pipeline phases and segments.

- April 24, 2018 Notified County and District Project Managers that legal counsel advised resolutions be passed at the next Authority Board Meeting confirming route of the pipeline as well as necessity for need of easements to enable easement acquisition through eminent domain procedures if needed. The preferred path forward will be through amicable negotiations but underpinned by ability to avoid protracted delays if that strategy proves fruitless.
- May 4, 2018 Project team provided to FDEP suggested modifications to the draft project ERP language to clarify certain information including the selected route and mitigation details.
- May 9, 2018 At regularly scheduled professional staff meeting, Authority staff conferred with Sarasota County staff about the above-described easement acquisition plan and the value in scheduling a project update/progress meeting for various key County staff.
- May 9, 2018 Project team met with newly assigned Army Corps permit reviewer to provide a briefing on the project.
- May 10, 2018 Submitted Grand Tree Permit application to Sarasota County.
- May 11, 2018 Army Corps permit reviewer initiates contact with adjacent property owners (this is an important part of their permitting process).
- May 16, 2018 At prompting from County Engineering Consultant Kimley Horn, provided updated hydraulic residence time calculations as developed by King Engineering for the Phase 3B design inclusive of the final pipe sizes/lengths selected.
- May 24, 2018 An meeting was conducted with the single private property interest along the route to provide information, assurances and discuss accommodation of needed permanent and temporary construction easements over property owner's existing ingress/egress easement. The meeting was cordial and a mutually agreeable and amicable path forward was planned.
- May 25, 2018 Army Corps of Engineers publically noticed the project which is a precursor step to permit issuance. The deadline for comments is June 18, 2018.
- June 19, 2018 Negotiated FDEP concurrence to utilize credits from the Myakka Mitigation Bank for this project as there was no other viable options close by.

- June 26, 2018 Submitted Water Main Construction Permit application to the Sarasota County Health Department.
- July 2, 2018 Project team discusses how to best feed fiber optic through casing pipes along with the carrier pipe.
- July 6, 2018 Received direction from Sarasota County Real Estate Department on County expectations for temporary construction and permanent utility line easements.
- July 10, 2018 Received appraisal for Houghtaling access rights, they are of nominal value which would have been useful for condemnation but with amicable negotiations proceeding to cooperatively use the 100' wide strip of land with Mr. Houghtaling, this fact may be immaterial.
- July 12, 2018 Received Sarasota County Department of Health permit for the project.
- July 17, 2018 Participated in meeting with Sarasota County Utility staff on coordinating the Phase 3B pipeline with the County's line from Pump Station No. 5. The group also discussed the inclusion of several casings for possible future roadways. The consensus was that this is good insurance, if the roads are ever built, we will be ready for them, otherwise there might be a need for service interruption in the future to accommodate roadway construction.
- July 18, 2018 Published notification of ERP and ERP Modification.
- July 23, 2018 Submitted RAI # 1 response to the Army Corps of Engineers.
- July 27, 2018 Met with Sarasota County Real Estate Department to give a presentation on the project to provide background for the multiple easements we will be seeking from the County.
- July 30, 2018 Shot aerial drone footage of the project route to use in discussions with County staff.
- August 6, 2018 Received direction from Sarasota County to make a presentation to the County Solid Waste and Stormwater Departments to keep them informed about the pipeline project, to help them understand how it might impact their operations and to solicit suggestions for ways to improve the project.
- August 13, 2018 Met with Authority legal counsel to discuss upcoming contract preparation work.

- August 22, 2018 Met with personnel from the County Stormwater and Solid Waste Departments to present an overview of the pipeline project and solicit feedback/suggestions.
- August 29, 2018 Authorized use of contingency funds to prepare temporary construction and permanent easements descriptions and sketches requested by Sarasota County Real Estate Department.
- September 10, 2018 Army Corps of Engineers staff contacted King Engineering for supplemental wetland mapping information.
- September 10, 2018 Project team realized that the proposed solar powered automated access gate to be installed to protect Mr. Houghtaling's driveway needs to be moved south about 250 feet to reach an area that is sufficiently free of trees so that the solar panels would be assured to receive adequate sunlight.
- September 13, 2018 Army Corps of Engineers staff requested copies of the FDEP ERP permit which had been granted.
- September 18, 2018 Revised project schedule to show tentative hold on bidding until May 2019 to allow time for the County's water main design to progress to a point where we can better assure both pipelines will be completed at about the same time (early 2021).

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
October 3, 2018***

**ROUTINE STATUS REPORTS  
ITEM 5**

**Partially Treated Water Aquifer Storage and Recovery Project**

## **Project Status Report**

**Project:** Partially Treated Water Aquifer Storage and Recovery

**Date:** October 3, 2018

**Prepared by:** Mike Coates, P.G., Deputy Director

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### **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 testing began in February 2017 and was completed in January 2018. Data collection associated with the test was completed in early February. Staff made presentation to the Board on July 25, 2018 recommending that the Authority proceed with permitting effort for partially treated water for ASR on wellfield 2. Final report on the testing was delivered to the Authority on August 11, 2018. Meeting with FDEP Tallahassee permitting staff to discuss PTW ASR in the permit application was conducted August 16<sup>th</sup> and a written clarification of the application was provided to the FDEP on August 23. Currently awaiting FDEP comments (if any) on the permit application.



## **Project History Briefing**

**Project:** Partially Treated Water Aquifer Storage and Recovery

**Date:** October 3, 2018

**Prepared by:** Mike Coates, P.G., Deputy Director

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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 22<sup>nd</sup> 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 11<sup>th</sup> 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 6<sup>th</sup> 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 25<sup>th</sup> 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 Recharge Cycle 2 was suspended between September 6<sup>th</sup> and September 18<sup>th</sup> 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.
- October 2017 Recharge Cycle 2 is ongoing at a rate of about 2.0 MGD. Data collection for the pilot test is ongoing.
- November 2017 Recharge Cycle 2 was terminated on November 1, 2017 and a planned 30-day storage cycle was initiated. As part of the storage cycle all recharge to ASR wellfield 2 has been suspended. ASR Wellfield 1 recharge is continuing. The recovery cycle from test wells S-4 & S-20 is scheduled to commence in early December 2017. Data collection for the pilot test is ongoing. Test pump supplier - Xylem removed their equipment from the ASR pilot test site on November 8<sup>th</sup> & 9<sup>th</sup>.
- December 2017 Recovery Cycle 2 was initiated on December 1, 2017 and will include an approximate 30-day period of recovering water from Test Wells S-4 and S-20. Data collection effort is continuing.
- January 2018 Recovery Cycle 2 was terminated on January 2, 2018. All test equipment (pumping, piping and electrical) has been removed. Data collection and evaluation is ongoing.

- February 2018

Project Consultant is evaluating data collected during the test. On February 7<sup>th</sup> a conference call was held with the FDEP staff in Tallahassee regarding pilot test results and the renewal application for the ASR system. The renewal application must be received by the FDEP by February 23, 2018 to be considered timely. Permit expires on April 23, 2018. Renewal Application was submitted on February 21, 2018.
- March 2018

Work is ongoing regarding the data analysis from the pilot test. Authority and Consultant staff held a project meeting on March 7<sup>th</sup> to discuss ongoing data analysis and project timeframe. Completion of the Final Report for the test program is projected in April 2018.
- April 2018

Held kick-off meeting (phone conference) with SWFWMD staff & project team for co-funding. Work is ongoing but geochemical analysis is behind schedule. Draft report delayed until late May with final report projected in June.
- May 2018

Work is ongoing regarding the data analysis from the pilot test. Consultant projects draft report available May 25, 2018. Projected schedule for Board consideration of the project is July 25, 2018.
- June 2018

Continuing work to finalize pilot test report. Projected schedule for Board consideration of the project is July 25, 2018.
- July 2018

Presented results from pilot testing partially treated water ASR to the Board on 7/25. Received Board authorization to proceed with permitting of PTW ASR for WF 2.
- August 2018

Project staff met with FDEP Tallahassee regulatory staff on 8/16 to discuss test results and inclusion of PTW for ASR in WF 2 in the permit. Based on those discussions, Authority issued written clarification of the request to use PTW on 8/23. FDEP staff continuing evaluation of the application.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
October 3, 2018***

**ROUTINE STATUS REPORTS  
ITEM 6**

**Water Supply Master Plan 2020**

## **Project Status Report**

**Project:** Water Supply Master Plan 2020

**Date:** October 3, 2018

**Prepared by:** Mike Coates, P.G., Deputy Director

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### **Project Description**

At least every five (5) years the Authority updates the Integrated Regional Water Master Plan to ensure that we understand the future needs of the region, and the probable supply sources, system improvements (such as interconnections) and operational management programs required to effectively meet Customer needs. This information is also vital to our cooperative funding partner (SWFWMD) and supports the District's 5-Year Master Plan and their financial engine used to set millage rates and apportion funding to various agency programs.

The Integrated Regional Water Supply Plan 2020 will build on the Authority's 2015 Integrated Regional Water Supply Master Plan. 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. Beginning this effort in FY 2018 enable the project to be completed in a timeframe consistent to support the SWFWMD's 2020 Master Plan development effort.

HDR Engineering has been selected to complete the Integrated Regional Water Master Plan 2020. Project timeframe is 18 months (projected complete in late CY 2019) and budget is \$449,936. SWFWMD has approved 50% co-funding (\$225,000) for this project.

### **Current status**

The Board approved a contract with HDR to complete the 2020 Water Supply Master Plan on July 25, 2018 and the Agreement was executed on August 23, 2018. A formal kick-off meeting was held on September 12, 2018. Data gathering is ongoing.

## **Project History Briefing**

**Project:** Water Supply Master Plan 2020

**Date:** October 3, 2018

**Prepared by:** Mike Coates, P.G., Deputy Director

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The following information summarizes the historical milestones and key events of the Water Supply Master Plan 2020.

- July 2018 Board approved Agreement with HDR Engineering for completion of the Authority's 2020 Water Supply Master Plan. Cost is not to exceed \$449,936. SWFWMD co-funding up to 50% (~\$225,000) is available.
- August 2018 Professional Services Agreement with HDR was executed by all parties on 8/23/2018 and notice to proceed was issued. Data gathering is ongoing
- September 2018 Project kick-off meeting held 9/12/2018 at the Authority's Lakewood Ranch office. HDR, SWFWMD, and Authority staff were present. Data gathering is ongoing.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
October 3, 2018***

**ROUTINE STATUS REPORTS  
ITEM 7**

**Peace River Basin Report**



**MEMORANDUM**

**TO:** Board Members and Pat Lehman  
**FROM:** Doug Manson, Laura Donaldson and Paria Shirzadi Heeter  
**RE:** Peace River Basin Report  
**DATE:** September 13, 2018

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**Mosaic Fertilizer, LLC- South Fort Meade Mine**

On May 23, 2018, the Florida Department of Environmental Protection (“DEP”) approved an Environmental Resource Permit (“ERP”) Modification (MMR\_221122-027) for Mosaic Fertilizer, LLC’s (“Mosaic”) South Fort Meade Hardee County Mine. This ERP Modification does the following: 1) adds eight new parcels and one road segment totaling 222.3 acres to the existing mine; 2) reclassifies 122.3 acres previously identified as undisturbed to mined or disturbed; 3) as a result of items 1 and 2, adds approximately 13.9 additional acres of wetland and other surface water impacts and add as mitigation, approximately 13.6 acres of additional wetland creation; and 4) updates the reclamation/mitigation plans for portions of reclamation parcels to reflect revisions to the final stream and wetland designs including changes to the sizes, shapes and locations of several mitigation wetlands and streams.

The existing land use of the 222.3 acres in the additional eight parcels added by the ERP Modification is predominantly agricultural and includes 0.2 acres of ditched stream,

0.7 acres of forested wetlands and 2.8 acres of herbaceous wetlands. Approximately 3.0 acres of the additional lands will remain undisturbed and approximately 5.0 acres of wetlands and other surface waters (of the additional lands) will be disturbed. The reclassified lands include portions of several formerly inaccessible areas adjacent to the Little Charlie Creek Floodplain and Boyd Cowart Road totaling 122.3 acres (these areas are now accessible to mining with the addition of some of the parcels added by the ERP Modification). The added lands will be incorporated into the existing stormwater management system of the South Fort Meade Hardee County Mine.

Additionally, on June 15, 2018, the Department received a notice of intent from Mosaic to use a General Permit to perform minor activities. The activities include the installation of six surface water gauging stations in wetlands or other surface waters in the Little Charlie Creek, Charlie Creek and Lake Dale Branch watersheds, Class III waters in Hardee County, Florida. On July 12, 2018, DEP issued a letter containing the results of its review of Mosaic's notice of intent to use a general permit. The outcome of the review by DEP staff was as follows: (1) regulatory authorization by DEP was approved; (2) proprietary authorization (related to state-owned submerged lands) was found not to be required; and (3) the project did not qualify for the federal authorization and therefore additional authorization must be obtained prior to commencement of the proposed activity.

Mosaic's approved South Fort Meade Mine is located just south of the Polk/Hardee County line, northeast of Wauchula, and mostly east of the Peace River in Hardee County.

The hydrologic assessment submitted with the modification application states that major sub-watersheds of the project area include the Little Charlie Creek basin (Little Charlie Creek is located within the Peace River-Lower Peace River Watershed).

**Mosaic Fertilizer, LLC- Ona Mine**

On July 12, 2018, DEP approved ERP Modification No. MMR\_169281-018 for Mosaic's Ona Mine. This ERP Modification is for the following: 1) replace the mitigation provided by the Bay Systems Enhancement Project with the Offsite Peace River Preservation Area; 2) revise the on-site mitigation plan so that more of the reclaimed bay swamps are counted as mitigation; 3) update the Payne Creek Restoration Plan to revise the post reclamation land use and incorporate a long term utility easement and temporary dragline walk path corridor; 4) revise the mining and reclamation schedules and update the waste disposal plan due to Mosaic's decision not to construct a new beneficiation plant at the Ona Mine and instead utilize existing facilities at the Four Corners and South Pasture Mines; 5) make minor edits to the Ona Conservation Easement Template; 6) make minor edits to the Long Term Management Plan; 7) update several conditions to match more recently issued permits; and 8) add the hydrologic evaluation report and modeling files for a wetland that were inadvertently not included as part of the original permit.

The ERP Modification states that a conservation easement will be placed on all 935.4 acres of the Offsite Peace River Preservation Area, but only a portion of the total functional gain assessed is needed to replace that provided by the Bay Systems Enhancement Project; the additional 41.9 units of functional gain may be used to offset

impacts on other Mosaic projects in the Peace River Basin. The ERP Modification goes on to state that, since during the permitting process, Mosaic chose to utilize the provisions of Section 10.2.1.2 of the Applicant's Handbook by proposing mitigation that implements all or part of a plan that provides regional ecological value and that provides greater long term ecological value than the area of wetland or other surface water to be adversely affected, DEP did not require Mosaic to implement practicable design modifications to further reduce or eliminate adverse impacts; therefore, all of the approved mitigation and the full 88.6 units of functional gain must be maintained and cannot be used to offset impacts on other projects.

The ERP Modification states that there will be no additional impacts to wetlands or other surface waters as a result of the modification.

**Mosaic Fertilizer, LLC- Ft. Green Mine- West Ona Operations Corridor**

On August 17, 2018, Mosaic submitted a request to DEP for a minor modification to its West Ona Operations Corridor ERP (No. 142476-070) to permit the construction of a temporary mine access road across wetlands along a portion of pipeline corridor. The proposed access road would be installed within the current ERP boundary and would facilitate the movement of mine vehicles between the Ft Green and South Pasture Mines, until the minewide federal permit is issued by the Army Corps of Engineers, at which time the road will then be removed (as more direct travel routes will be available). Stormwater from the road surface will drain to the existing sump inside of the pipeline containment

berms and a culvert will be placed at the base to maintain a hydrologic connection between the east and west sides of road.

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- Bartow Chemical Plant**

On June 25, 2018, DEP received a National Pollutant Discharge Elimination System (“NPDES”) renewal application (Permit No. FL0001589-023) from Mosaic for its Bartow Chemical Plant. On August 21, 2018, Mosaic submitted a response to the DEP’s July 24, 2018 Initial Request for Additional Information (“RAI”) for the permit renewal application. In response to the RAI, Mosaic submitted additional information addressing the following issues: missing information from maps in application regarding “springs and surface water bodies in the area, plus all drinking wells” known to Mosaic; incomplete reports regarding the Fate and Transport Model for the South Phosphogypsum Stack System and regarding the gross alpha exceedances at monitoring wells; the weir equation for calculating flow at Outfall D-002; changes that have been implemented or proposed to prevent the potential release of process water from the R-1 canal (on September 11, 2017, due to a power outage during Hurricane Irma, R-1 canal overflowed releasing process water); and status of missing Brown & Caldwell response memorandum addressing DEP’s comments on the

draft Water Quality Based Effluent Limitation study (“WQBEL”) document submitted with the application.

In addition to renewal, this application requested modifications to the monitoring parameters, schedule, and facility description. Operations at the Bartow Chemical Plant include production of sulfuric acid, phosphoric acid, and ammoniated fertilizer products. The receiving waters for the project’s outfalls are located within the Peace River watershed.

**Mosaic Fertilizer, LLC- South Pierce Complex**

On August 14, 2018, DEP gave notice of issuance of a permit renewal (FL0000370) to Mosaic for its existing South Pierce facility, which is undergoing closure. This permit renewal allows continuation of closure activities at the facility and the discharge of treated process cooling pond water, excess fresh cooling pond water, and excess stormwater via Outfall D-001 into Hookers Prairie and then to the South Prong of the Alafia River, Class III Freshwaters. There are no changes to the effluent limitations and monitoring of the discharge from D-001 from the current permit. This renewal also incorporates the results of a WQBEL in the permit, which are effective upon final issuance of the renewal permit, and includes requirements to monitor potential impacts to groundwater.

Present operations at the facility include the production of sulfuric acid and co-generation of electricity, and support operations include sulfur storage and lime treatment for process wastewater operations. The facility is located at 7450 County Road 630, North

of Cr 630, East of SR 37, in Polk County, and is on or near the border of the Peace River Watershed.

**Mosaic Fertilizer, LLC- New Wales Closed North Phosphogypsum Stack**

On July 20, 2018, DEP gave notice of its preparation of a draft permit (No. FL0178527) for Mosaic's New Wales Closed North Phosphogypsum Stack in Polk County. The permit is in response to Mosaic's application (submitted to DEP on February 21, 2018) to renew its Phosphate Management facility permit for the discharge of only noncontact stormwater via Outfall D-002, subject to DEP approvals for construction and activation of Outfall D-002 as outlined in the permit, in accordance with the monitoring requirements and effluent limitations specified therein. Following DEP approvals, Outfall D-002 will discharge into George Allen Branch (Class III Fresh Waters). This permit requires that Mosaic submit information detailing the location of Outfall D-002, construction design, a WQBEL analysis for the outfall's discharge and its associated receiving waters, and the location of associated monitoring stations for DEP approval. This permit also contains groundwater monitoring for the facility and continues the existing discharge from the facility's Internal Outfall I-001 into the active New Wales system, which is permitted separately under NPDES Permit No. FL0036421.

The New Wales Closed North Phosphogypsum Stack is an unlined closed phosphogypsum stack that occupies an area of approximately 385 acres. The north stack was originally activated in 1975 and continued to receive phosphogypsum until 2000. In 1994, a sinkhole formed in the stack and phosphogypsum deposition was temporarily

discontinued until the sinkhole area was remediated. Phosphogypsum deposition resumed selectively in 1995 to prepare for closure of the north stack. This facility's only permitted NPDES outfall, Outfall D-002, has not yet been constructed. Currently, the 55-acre freshwater pond provides settling/retention prior to discharge through Internal Outfall I-001.

On August 30, 2018, DEP also issued a De Minimis Exemption to Mosaic for construction of a bentonite slurry cut-off wall that extends to the south in order to conduct a thorough site investigation for the New Wales Phase III Extension project at Mosaic's New Wales facility. The purpose of the cut-off wall is to avoid impacting water levels within the wetlands, all work is planned to be outside of the wetland footprint, and any impact to the upland forest area will be restored once the work is completed.

**Mosaic Fertilizer, LLC- New Wales Concentrates Plant**

On July 11, 2018, DEP gave notice of its intent to approve Mosaic's application to renew its Phosphate Management facility permit (No. FL0036421-018) for its New Wales Concentrates Plant in Polk County. The permit authorizes the discharge of stormwater, treated process wastewater, contaminated nonprocess wastewater, and excess groundwater from production and recovery wells in accordance with the monitoring requirements and effluent limitations specified therein, via existing Outfall D-006. Outfall D-006 discharges into the South Prong Alafia River (Class III Fresh Waters). This permit continues the existing groundwater monitoring program for the facility, with the addition of four new Floridan aquifer groundwater monitoring wells.



The permit also explains that the facility has a potential for groundwater discharges from the lined phosphogypsum stack, unlined process-water cooling pond system, and the unlined auxiliary holding pond. A Ground Water Monitoring Plan has been approved for the site to monitor such discharges and a consent order (Consent Order 16-1356) has been executed to address required remedial activities associated with the release of process water resulting from the 2016 sinkhole in the west cell of the Phase II lined stack system.

**CJC Farms Inc.- CJC Farms Reservoir Sand Mine**

On August 20, 2018, DEP received an application for an ERP from CJC Farms Inc. to conduct mining activities at its CJC Farms Reservoir Sand Mine (MMR\_367285-001) and DEP issued a 17-page RAI to CJC Farms Inc. on August 28, 2018. CJC Farms Inc.'s response to the RAI is due by approximately November 28, 2019. The CJC Farms Reservoir Sand Mine project involves a new sand mine, including dredging and mining operations, and will entail extracting fill dirt/sand, top soil, and shell to be hauled offsite. The lake excavation's ultimate purpose is to provide water to irrigate the large amount of crops to the north and west of the site. The proposed excavation when it is complete will create a pond totaling 50.14 acres (reclamation).

The CJC Farms project is located within a 76.14 acre site in Charlotte County, east of SR 31. The proposed project is located within the Peace River Basin and Peace River Watershed.

**SWFWPS Inc. - Water Use Permit**

On July 23, 2018, the Southwest Florida Water Management District (“SWFWMD”) received Permit Application No. 20769.000 from SWFWPS Inc. The application is for a new water use permit (“WUP”) and requests an average allocation of 1.169 million gallons per day (“mgd”) for agricultural uses. The water use is located in Manatee County, in the Southern Water Use Caution Area and Manasota Basin.

**LF LLC- Water Use Permit**

On September 10, 2018, SWFWMD received Permit Application No. 5599.008 from LF LLC to renew and modify its existing WUP. The WUP modification includes an increase in allocation, authorizing an average allocation of 1.169 mgd (previously 0.271 mgd) and peak month allocation of 2.526 mgd (previously 2.209 mgd). The WUP is for agricultural uses and is located in Manatee County, in the Southern Water Use Caution Area and Manasota Basin.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
October 3, 2018***

**ROUTINE STATUS REPORTS  
ITEM 8**

**Peace River Facility Aquifer Storage & Recovery Operating Permit Renewal**

## **Project Status Report**

**Project:** Peace River Facility ASR Operating Permit Renewal

**Date:** October 3, 2018

**Prepared by:** Mike Coates, P.G., Deputy Director

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## **Project Description**

The Authority's Peace River Facility Aquifer Storage and Recovery System Operating Permit will expire on April 23, 2018. Sumbittal by the Authority of a renewal application must be made to the FDEP by February 22, 2018 to meet timely permit renewal requirements. The existing permit covers operation of both ASR wellfields at the Peace River Facility, and also includes a "Water Quality Criteria Exemption" for mobilization of naturally occurring arsenic which is found in the limestone matrix of the storage zone in the Floridan Aquifer, so long as arsenic concentrations do not exceed drinking water standards at the boundaries of property owned or controlled by the Authority.

While the existing operating permit allows only storage of fully treated drinking water in the ASR system, the renewal application is proposed to request either storage of fully treated drinking water or storage of partially treated surface water – as is currently being pilot tested at two wells in ASR Wellfield No. 2. In addition, the FDEP is currently issuing "zone of discharge" authorizations rather than "water quality criteria exemptions" to deal with mobilization of arsenic and other parameters (such as coliform bacteria) that may exceed drinking water standards, but which are contained within an applicants property boundaries or institutional control. Preparation of the renewal application will include request for a "zone of discharge" on Authority Property for parameters identified through the pilot testing program..

## **Current status**

The Authority's application for renewal of the ASR operating permit and issuance of a zone of discharge on Authority controlled property was submitted on February 21, 2018. Authority staff clarified application information for the FDEP in August and provided a third waiver of the timeclock for FDEP (until September 30, 2018) to complete review of the application documents. FDEP has indicated they will be issuing a request for additional information to support the permit by the end of September.

## **Project History Briefing**

**Project:** Peace River Facility ASR Operating Permit Renewal

**Date:** October 3, 2018

**Prepared by:** Mike Coates, P.G., Deputy Director

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The following information summarizes the historical milestones and key events of the Peace River Facility Water Use Permit Modification/Renewal Project.

- October 2017 Met with project consultant October 5, 2017 to discuss ASR Partially Treated Water Pilot Testing and renewal of ASR system operating permit. Authority staff and consultants met with FDEP staff in Tallahassee on October 12, 2017 to discuss the permit renewal application including authorization to use partially treated water for recharge, pending results from the ongoing partially treated water ASR pilot testing program. Application preparation is ongoing.
- November 2017 Preparation of permit application is ongoing. Partially Treated Water ASR Pilot Test ceased recharge phase November 1, 2017 and entered 30-day storage phase. Testing proposed to conclude late December to support application preparation.
- December 2017 Preparation of permit application is ongoing. Partially Treated Water ASR Pilot Test conducted an approximate 1 month recovery phase in December (water was recovered from S-4 and S-20). Recovery continued into early January. Application preparation is progressing.
- January 2018 Preparation of permit application is ongoing. Authority and consultant permit team met on January 17th to discuss the draft application. Application will include provision to operate as a partially treated ASR system.
- February 2018 On February 7, 2018 a phone conference was held with the FDEP in Tallahassee to discuss permit renewal. Consultant is working on the renewal application package. Application check for renewal fee submitted February 15, 2018. Application package submitted to the FDEP on February 21, 2018.
- March 2018 Authority provided waiver of time clock for the application to FDEP on March 22, 2018. Waiver is through June 30, 2018.

- April 2018 FDEP reviewing renewal application package. Authority and consultants working on review of PTW ASR Data for potential inclusion in application
- May 2018 Reviewing draft PTW ASR pilot test report for inclusion into ASR Application.
- June 2018 Met with SWFWMD staff in Tampa to review District comments on the draft PTW ASR Report. Provided FDEP a second waiver of the regulatory timeclock until August 31, 2018 for the ASR permit application review to allow completion of the Pilot Test report and discussions with the Authority Board
- July 2018 Met with FDEP Fort Myers staff on 7/26 to discuss ASR Permit compliance inspection. Provided tour of PRF and ASR Facilities to FDEP Tallahassee staff on 7/27.
- August 2018 On 8/16 met with FDEP Tallahassee permitting staff to discuss permit application and any clarification required for the application. On 8/20 the Authority issued third waiver of the regulatory timeclock until September 30, 2018. Authority issued clarification on the permit application to the FDEP on 8/23.