

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

AGENDA

September 30, 2020 @ 9:30 a.m.

Bradenton Area Convention Center
Long Boat Key Room
One Haben Boulevard, Palmetto, 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. 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 Ken Doherty, Charlotte County, Chairman
Commissioner Priscilla Trace, Manatee County, Vice Chairman
Commissioner Alan Maio, Sarasota County
Commissioner Elton Langford, DeSoto County

CALL TO ORDER

INVOCATION

Commissioner Elton Langford

PLEDGE OF ALLEGIANCE

Led by the Board

WELCOME GUESTS

HOST COUNTY REMARKS

Cheri Coryea, Manatee County Administrator

PUBLIC COMMENTS

Any individual wishing to address the Board on an item on the Consent Agenda or Regular Agenda ("Voting Agenda Items") or an issue that does not appear on the agenda should complete a 'request to speak' card and submit it to the Authority's recording clerk prior to this Public Comments item. Each person that submits a 'request to speak' card will have three (3) minutes to address the Board. Fifteen (15) minutes is provided for this Public Comment item unless additional time is needed for individuals to address the Board on Voting Agenda Items. If the time limit is exhausted and there are still individuals that want to address the Board on non-Voting Agenda Items, the Board will entertain any remaining comments near the end of the meeting. Comments on Voting Agenda Items will be heard first.

RESOLUTIONS/PRESENTATIONS

1. Remembrance of the Honorable Patricia Glass

CONSENT AGENDA

1. Minutes of August 5, 2020 Board of Directors Meeting
2. Disbursement of Funds for FY 2020 Debt Service Coverage Payments
3. Agreement for General Counsel Services with Manson Bolves Donaldson Varn, P.A.
4. "Classification & Pay Plan" Pay Range Indexing
5. Declaration of Surplus
6. Piggy-Back on Sarasota County Contract with Shenandoah General Construction LLC. for Cure In Place Culvert Relining
7. Hydrobiological Monitoring Program Agreement for Environmental Services with Janicki Environmental, Inc.
8. Approve Firms for 'General Professional Engineering Services'
9. Approve Firms for 'General Environmental Services'
10. Approve Firms for 'General Hydrologic Services'
11. Approve Firms for 'General Surveying Services'
12. Consultant Ranking for Feasibility and Routing Study for Phase 2B/2C Regional Integrated Loop Pipeline Project
13. Consultant Ranking for Feasibility and Routing Study for Phase 3C Regional Integrated Loop Pipeline Project

REGULAR AGENDA

1. Water Supply Conditions – Staff Presentation
2. Southwest Florida Water Management District FY 2022 Cooperative Funding Initiative Applications
3. Bond Series 2010A, 2010B and 2014A Refunding

AUTHORITY BOARD WORKSHOP

The Board of Directors Meeting will recess and reconvene following Authority Board strategic planning workshop session.

GENERAL COUNSEL'S REPORT**EXECUTIVE DIRECTOR'S REPORT****ROUTINE STATUS REPORTS**

1. Hydrologic Conditions Report
2. Check Registers for July and August 2020
3. Regional Integrated Loop System Phase 1 Interconnect Project [U.S. 17 to Punta Gorda]
4. Regional Integrated Loop System Phase 3B Interconnect Project [SR 681 to Clark Road]
5. Filter Covers Project at Peace River Facility
6. Maintenance Facility & Warehouse Construction
7. Peace River Basin Report

CHAIRMAN'S REPORT

1. Annual Review of Executive Director
2. Recognition of Commissioner Trace's service to the Authority
3. Election of Vice Chairman

BOARD MEMBER COMMENTS**PUBLIC COMMENTS** *(if necessary)*

Individuals who previously submitted a ‘request to speak’ card to the Authority’s recording clerk and there was inadequate time during the initial Public Comments item for them to speak on non-Voting Agenda Items, will be given three (3) minutes per person to speak on such item.

ANNOUNCEMENTSNext Authority Board Meeting

Wednesday, December 2, 2020 @ 9:30 a.m.
DeSoto County Turner Agri-Civic Center
2250 NE Roan Street, Arcadia, Florida

ADJOURNMENT

Visit the Board Meetings page of our website www.regionalwater.org to access the Agenda Packet

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
September 30, 2020***

**RESOLUTIONS/PRESENTATIONS
ITEM 1**

Remembrance of the Honorable Patricia Glass

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
September 30, 2020

CONSENT AGENDA
ITEM 1

Minutes of August 5, 2020 Board of Directors Meeting

Recommended Action -

Motion to approve minutes of August 5, 2020 Board of Directors meeting.

Draft minutes of the August 5, 2020 Board of Directors meeting are provided for Board approval.

Attachments:

Draft Minutes of August 5, 2020 Board of Directors Meeting

Minutes of Board of Directors Meeting
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
Charlotte County Administration Center
Commission Chambers, Room 119
18500 Murdock Circle, Port Charlotte, Florida

August 5, 2020

Board Members Present:

Commissioner Ken Doherty, Charlotte County, Chairman
Commissioner Priscilla Trace, Manatee County, Vice-Chairman
Commissioner Alan Maio, Sarasota County Commissioner

Staff Present:

Patrick Lehman, Executive Director
Mike Coates, Deputy Director
Doug Manson, General Counsel
Kevin Morris, Engineering & Projects Manager
Ann Lee, Finance & Administration Manager
Richard Anderson, System Operations Manager
Terri Holcomb, Resource Management & Planning 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 Doherty called the meeting to order at 9:30 a.m. Commissioner Doherty acknowledged Commissioner Langford was unable to attend today's meeting.

INVOCATION

Doug Manson, General Counsel offered the invocation.

PLEDGE OF ALLEGIANCE

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

WELCOME GUESTS

Welcoming remarks were made by Charlotte County Commissioner Ken Doherty.

PUBLIC COMMENTS

No public comments were made.

PUBLIC HEARING

1. Open Public Hearing

Commissioner Doherty opened the public hearing at 9:34 a.m.

2. Presentation of Budget for FY 2021

Mr. Lehman presented the proposed final Budget for FY 2021

3. Public Comment

No public comments were made.

4. Close Public Hearing

Motion was made by Commissioner Maio, seconded by Commissioner Trace, to close public hearing. Motion was approved unanimously.

Commissioner Doherty closed the public hearing at 9:44 a.m.

BUDGET FOR FY 2021

1. Adoption of Budget for FY 2021

Mr. Lehman recommended approval of the proposed final Budget for FY 2021 in the amount of \$51,267,201.

Motion was made by Commissioner Trace, seconded by Commissioner Maio, to approve the Budget for FY 2021 in the amount of \$51,267,201. Motion was approved unanimously.

2. Resolution 2020-04 ‘Resolution Setting Forth Rates, Fees and Charges for FY 2021’

Resolution 2020-04 formalizes the Board adoption of the Budget for FY 2021 and establishes the rates, fees and charges by the Authority for FY 2021 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 Maio, seconded by Commissioner Trace, to approve Resolution 2020-04 ‘Resolution Setting Forth Rates, Fees and Charges for FY 2021’. Motion was approved unanimously.

CONSENT AGENDA

- 1. Approve Minutes of May 27, 2020 Board of Directors Meeting**
- 2. Approve Resolution 2020-05 ‘Florida Water Professionals Month’**
- 3. Approve Execution of U.S. Geological Survey Joint Funding Agreement #21MCJFA0103**
- 4. Approve Annual Regulatory Plan 2020-2021**
- 5. Approve Authority Budget Policies Revision**

6. **Approve Transfer Funds from General Fund to Disaster Recovery Reserve in the Amount of \$500,000**
7. **Approve Consultant Ranking for the Peace River Hydrobiological Monitoring Program (HBMP)**
8. **Approve Construction Contract for 25kV Main Power Switchgear Replacement Project**
9. **Approve Purchase Order to Charlotte County for Relocating Phase 1A Pipeline Along Sandhill Blvd.**

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

REGULAR AGENDA

1. Water Supply Conditions – Staff Presentation

Richard Anderson presented the Water Supply Conditions at the Peace River Facility as of July 15, 2020.

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

May Water Demand	31.40 MGD
May River Withdrawals	63.77 MGD
<u>Storage Volume:</u>	
Reservoirs	4.99 BG
ASR	<u>8.14 BG</u>
Total	13.13 BG

Mr. Anderson also reviewed the current demand and supply for each of the Authority customers for the month of May 2020.

2. Peace River Regional Reservoir No. 3 Project (PR³) Consultant Contract

Terri Holcomb presented the Agreement for Professional Services Related to the Peace River Regional Reservoir (PR³) Project with HDR Engineer, Inc. and the associated Work Order No. 1 ‘Siting and Feasibility Phase Services on the Peace River Regional Reservoir (PR³) Project’ for Board approval.

The Agreement for Professional Services Related to the Peace River Regional Reservoir (PR³) Project with HDR Engineering, Inc. is a standard contract utilized by the Authority and it provides the legal framework under which Work Orders for engineering services will be issued on this project.

Work Order No. 1 ‘Siting and Feasibility Phase Services on the Peace River Regional Reservoir (PR³) Project’ with HDR Engineering, Inc. includes wetland and floodplain mitigation evaluations; geotechnical and geological explorations and evaluations; identification and development of permitting plans; development of a decision support framework to evaluate alternatives and production of a Feasibility and Siting Report.

Commissioner Maio commented that he felt it was important to add for those people who may be viewing this later but do not live with it day to day, that we consistently represented throughout this process that we

were not going to sight this reservoir or touch the water on the Orange Hammock Ranch property, and that this Authority has lived up to that representation.

Commissioner Doherty stated that in his pre-agenda conversations with Mr. Lehman he recognized that this would be our last shot on our property to create a reservoir due to the wetlands and the impacts of those wetlands and so forth. Considering this it seems only logical to him that during this phase of the activities we discuss the options of expanding and maximizing our storage capabilities.

Commissioner Maio added that he could not agree more, this is absolutely something we need to analyze and now is the time to do it.

Commissioner Trace stated that she agreed and that it never hurts to look at the options available to us.

Motion was made by Commissioner Trace, seconded by Commissioner Maio, to approve and authorize Executive Director to execute Agreement for Professional Services Related to the Peace River Regional Reservoir (PR³) Project with HDR Engineering, Inc. Motion was approved unanimously.

Motion was made by Commissioner Trace, seconded by Commissioner Maio, to approve and authorize Executive Director to execute Work Order No. 1 'Peace River Regional Reservoir (PR³) Project Siting and Feasibility Phase' for an amount not to exceed \$1,499,983.20. Motion was approved unanimously.

3. Integrated Regional Water Supply Plan 2020

Terri Holcomb and Katie Duty, Senior Project Manager with HDR Engineering, Inc. presented an overview of the Final Report from the Integrated Regional Water Supply Master Plan 2020 Update. The report is an update and expansion of the 2015 Integrated Regional Water Supply Master Plan and is intended to help guide the region to a successful water supply future.

Commissioner Maio asked for confirmation that as part of these planning discussions we are taking a hard look at easements and right of ways that we are going to need. As more subdivisions and houses are built the availability of those easements and right of ways will vanish on us and then we are left to buy expensive, developed land.

Ms. Duty said that yes, this is part of the reason they are recommending the planning and routing feasibility studies for these future projects be done now so this can be heavily considered when looking at the options for routes.

Staff recommended that the Board receive and file the 'Integrated Regional Water Supply Plan 2020 Update' Final Report (HDR; July 2020).

Motion was made by Commissioner Trace, seconded by Commissioner Maio, to receive and file 'Integrated Regional Water Supply Plan 2020 Update' (HDR; July 2020). Motion was approved unanimously.

4. Water Quality Master Plan

Richard Anderson along with Stephanie Ishii of Hazen & Sawyer provided the Board with a presentation reviewing the 2020 Water Quality Master Plan (WQMP) final report conclusions, recommendations and next steps as identified by Hazen & Sawyer.

Commissioner Doherty commented that obtaining consensus to establish and implement regional water quality standards would obviously be quite an effort with each of the individual utilities wanting to look at what costs would be involved, what the standards will look like, and how long it would take to implement it all. Status quo works currently and we meet all the state and federal regulatory requirements at each of our connection points. So, to create a uniform regional standard is an interesting goal, but what is that going to cost each individual utility to implement something like that. It would take some time to figure all of it out.

Ms. Ishii explained that prior to those discussions, one of the first steps would be to increase that monitoring at the sources and points of connection to establish whether there is even a reason to consider those additional standards or if the Authority is already meeting those limits.

Staff recommended that the Board receive and file the 2020 Water Quality Master Plan Final Report (Hazen & Sawyer; May 2020).

Motion was made by Commissioner Maio, seconded by Commissioner Trace, to receive and file 'Peace River Manasota Regional Water Supply Authority Water Quality Master Plan' (Hazen & Sawyer; May 2020). Motion was approved unanimously.

5. Bond Series 2010A and 2010B Refunding Opportunities

Ann Lee and the Authority's Financial Advisor, Alex Bugallo Managing Director of Hilltop Securities, Inc. presented the Board with updated information on the Authority's refunding opportunities for their discussion and consideration.

Low current market rates provide the Authority an opportunity to consider refunding certain outstanding debt for economic reasons. The series 2010A, 2010B(BABs) and Series 2014A are currently callable and can be refunded on a tax-exempt basis. Upon Board consensus and direction, staff will proceed with preparation of the bond refunding documents to be brought back at the next Board meeting on September 30, 2020 for Board action.

Commissioner Maio thanked Mr. Bugallo for his cooperation with this us on these items. He continued by saying that he cannot stress enough on behalf of this Board, speaking just as one commissioner, how critically important it is that we do not lose ground on this interest rate. Understanding that there is a lot of work still to be done and not wanting to trade speed for accuracy, Commissioner Maio asked Mr. Bugallo if there was something we could do today or by calling a special meeting prior to the next Board of Director's meeting scheduled for September 30th to magically get all of the paperwork done and secure these low interest rates as well.

Mr. Bugallo confirmed that yes, there are a lot of moving parts and quite a process with the documentation preparation. He understands that we need to get to the market as quickly as we can and the goal is to proceed as quickly as possible but there is obviously a process in terms of meeting with the rating agencies, preparing the disclosure documents, and it is going to take a little bit of time. Mr. Bugallo added that the schedule they have is very, very, tight but they do understand the urgency and are trying to move it as quickly as possible.

GENERAL COUNSEL'S REPORT

Mr. Manson presented a status report for the Board's information.

EXECUTIVE DIRECTOR’S REPORT

Mr. Lehman presented a status report for the Board’s information and made the recommendation to the Chairman that the Board take an opportunity to walk through the Authority’s Strategic Plan and provide updates to the goals and objectives at a workshop during the next scheduled Board of Directors meeting on September 30, 2020.

ROUTINE STATUS REPORTS

There were no additional Board comments on routine status reports.

BOARD MEMBER COMMENTS

There were no additional Board comments.

PUBLIC COMMENTS

Public comment was made by Tim Ritchie.

ANNOUNCEMENTS

Next Authority Board Meeting

Wednesday, September 30, 2020 @ 9:30 a.m.
Manatee County Administration Center
Honorable Patricia M. Glass Chambers, First Floor
1112 Manatee Ave West, Bradenton, Florida

Future Authority Board Meetings

December 2 @ 9:30 a.m. - DeSoto County Turner Agri-Civic Center, Arcadia, Florida

ADJOURNEMENT

There being no further business to come before the Board, the meeting adjourned at 11:20 a.m.

Commissioner Ken Doherty
Chairman

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
September 30, 2020

CONSENT AGENDA
ITEM 2

Disbursement of Funds for
FY 2020 Debt Service Coverage Payments

Recommended Action - **Motion** to approve Fund Disbursements in accordance with the FY 2021 Budget.

Funds were collected for debt service coverage to meet bond covenants in the base rate charge from Authority Customers in FY 2020. The FY 2021 Budget includes the disbursement of these funds back to the respective Customers. The disbursements of funds as approved in the FY 2021 Budget are shown below.

Customer	Fund Disbursement
Charlotte County	\$268,734
DeSoto County	\$33,747
Sarasota County	\$889,187
City of North Port	\$153,457
Total	\$1,345,125

Budget Action: No action needed.

Attachments:
FY 2021 Budget page 7

**Peace River Manasota Regional Water Supply Authority
FY 2021 Budget**

EXPENDITURES	Administrative Office	Facilities	Total Enterprise Fund
<u>NON-RATE RELATED EXPENDITURES</u>			
Projects			
CIP Projects		6,159,451	6,159,451
Renewal & Replacement Projects		3,000,000	3,000,000
Management & Planning Projects		1,200,000	1,200,000
Subtotal		10,359,451	10,359,451
Fund Disbursements			
Charlotte County		268,734	268,734
DeSoto County		33,747	33,747
Sarasota County		889,187	889,187
North Port		153,457	153,457
Subtotal		1,345,125	1,345,125
Total Non-Rate Related Expenditures		11,704,576	11,704,576
Total Expenditures	483,176	50,784,025	51,267,201

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
September 30, 2020**

**CONSENT AGENDA
ITEM 3**

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

Recommended Action -

Motion to approve 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. was effective October 1, 2015 and amended annually to adjust compensation for the ensuing fiscal year. There have been five (5) amendment to-date. The revised agreement for a term of five (5) years provides a fee schedule as an exhibit that can be adjusted by the Board and total compensation for the fiscal year not-to-exceed approved line item in the approved annual budget, all other conditions remain unchanged.

Budget Action: No action needed.

Attachments:

Draft Agreement for General Counsel Services

**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 _____ day of October, 2020, by and between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY (“Authority”) and MANSON BOLVES DONALDSON VARN, 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 five (5) year from October 1, 2020 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 for work performed within the scope set forth in **Exhibit "A"** at the rates provided in **Exhibit "B"**. The total fees for Authority fiscal year (October 1 through the immediately following September 30) shall not exceed the amount for legal services in the approved Authority budget for the fiscal year. 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 provided in **"Exhibit B"**. 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 "Exhibit C", Authority Resolution 2018-01 Resolution Establishing Per Diem and Travel Expense.

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

14. URGENT LEGAL REPRESENTATION.

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

15. INSURANCE.

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

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

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

16. NOTICES.

16.1 Any and all notices, amendments or alterations to this Agreement or any other communications provided for herein shall be given in writing by email and U.S. Mail. All notices to Authority shall be given to the Executive Director, Peace River Manasota Regional Water Supply Authority, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202 or such other address as may from time to time be designated in writing by Authority's Board of Directors. All notices to the Firm shall be given to Douglas Manson, Manson Bolves Donaldson Varn P.A., 109 North Brush Street, Suite 300, Tampa, Florida 33602.

17. COUNTERPARTS.

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

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

**Peace River Manasota Regional Water
Supply Authority**

ATTESTS:

By: _____
Patrick Lehman, Executive Director

By: _____
Ken Doherty, Chairman

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 and perform as needed legislative representation.
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.
3. The Firm shall provide litigation services to the Authority under this Agreement at the current standard litigation fees set forth in Exhibit B and will provide an estimated budget for the litigation process.

EXHIBIT B – RATE SHEET
Manson Bolves Donaldson Varn, P.A.

Blended Rate for Administrative Scope (All work except litigation)

Attorneys \$250.00 per hour

Paralegals \$125.00 per hour

Current Rate for Litigation

Shareholder/Attorney \$350.00 per hour

Associate/Attorney \$250.00 per hour

Paralegals \$125.00 per hour

EXHIBIT C - SCOPE OF SERVICES

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.

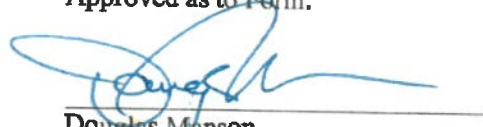
Attest:


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**

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
September 30, 2020**

**CONSENT AGENDA
ITEM 4**

‘Classification & Pay Plan’ Salary Range Indexing

Recommended Action - **Receive and File** Memorandum on ‘Classification & Pay Plan’ Salary Range accepting staff recommendation for Pay Ranges to remain unchanged for FY 2021.

The ‘Classification & Pay Plan’ approved by the Board of Directors December 2019 stipulates that staff is to conduct an annual review of the plan to determine any recommended adjustment to maintain competitiveness of the Authority. Any adjustments are to be applied globally to the system which in effect adjusts the entire salary range. The adjustment will be made on an annual basis as approved by the Board of Directors and effective on October 1st of each fiscal year.

In accordance with the Authority’s policy, staff has conducted a localized survey for pay ranges of our member counties and other local agencies to compare employee compensation. Based on the results of that survey, staff recommends that the Authority’s pay grade ranges remain status quo for FY 2021 as they are currently competitive in the regional market.

Budget Action: No action needed.

Attachments:

Tab A Authority Classification & Pay Plan Policy (applicable sections)
Tab B Staff Memorandum

TAB A
Authority Classification & Pay Plan Policy (applicable sections)

October 2, 2019

Systems Operations Manager	130	\$ 79,307	\$ 101,117	\$ 122,926
Finance and Administration Manager	130	\$ 79,307	\$ 101,117	\$ 122,926
Engineering and Projects Manager	132	\$ 87,436	\$ 111,481	\$ 135,526
Deputy Director	134	\$ 96,398	\$ 122,908	\$ 149,418

CHAPTER 4 – PLAN ADMINISTRATION AND MAINTENANCE

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

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

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

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

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

TAB B
Staff Memorandum

MEMORANDUM

DATE: September 30, 2020

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

THRU: Patrick J. Lehman
Executive Director

FROM: Ann Lee
Finance/Administration Manager

SUBJ: Classification and Pay Plan Pay Range Indexing

According to policy adopted in the Authority's Pay Plan, the Authority is to conduct a formal Classification and Compensation study at least once every 3 - 5 years and localized salary surveys are performed in the interim years by Authority staff. The last formal Classification and Compensation Study was performed by the Archer Company in 2013 and the study was ratified by the Board in December 2018.

In accordance with policy, Authority staff conducted a localized salary survey which included the current pay plans for eight (8) market peers in the geographic area from Tampa to Fort Myers as well as a statewide governmental agency salary survey (PIPIE) & the AWWA 2019 Compensation Survey. Based on staff analysis, the Authority's current pay grades are overall competitive and on par with the regional market for which the Authority competes for talent.

Based on the results of this recent survey, I recommend that the Authority's pay grade ranges remain status quo as they are currently competitive in the regional market.

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

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
September 30, 2020**

**CONSENT AGENDA
ITEM 5**

Declaration of Surplus

Recommended Action -

Motion to approve Declaration of Surplus as listed, authorize the Executive Director to arrange for the public sale through auction of said materials and dispose of any materials left unsold.

In accordance with the Authority's Procurement Policy, supplies may be declared surplus by the Board if they are no longer of use to the Authority including obsolete supplies, scrap materials, and nonexpendable supplies that have completed their useful life cycle. Supplies declared surplus will be offered through online public auction, recycled, donated to other government agencies and/or nonprofit organizations, or disposal if there are no offers for purchase or donation.

Budget Action: No action needed.

Attachments:

Surplus Sale List September 30, 2020



Surplus List: September 30, 2020

Equipment Type	Description	Condition	Asset Tag
Computer	Dell OptiPlex 780	Good-Working Condition	2-0367
Computer	Dell OptiPlex 9010	Good-Working Condition	2-0395
Computer	Dell Precision Tower 3620	Good-Working Condition	2-0488
Computer	Dell Precision Tower 3620	Good-Working Condition	2-0487
Computer	Dell OptiPlex 7010	Good-Working Condition	2-0462
Computer	Dell Precision Tower 3620	Good-Working Condition	2-0468
Computer	Dell OptiPlex 780	Good-Working Condition	2-0372
Computer	Dell Precision Tower 7810	Good-Working Condition	2-0473
Computer	Dell Precision Tower T3610	Good-Working Condition	2-0427
Computer	Dell OptiPlex 9020	Case-Only	2-0416
Computer	Dell Precision M2800	Good-Working Condition	2-0436
Other	Doublewide Trailer (Old Maintenance Building)	Poor	N/A

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
September 30, 2020

CONSENT AGENDA
ITEM 6

**Piggy-Back on Sarasota County Contract with Shenandoah General Construction LLC
for Cure In Place Culvert Relining**

Recommended Action -

Motion to approve and authorize Executive Director to execute Agreement with Shenandoah General Construction LLC under a piggybacking arrangement using a Sarasota County contract for as-needed pipe refurbishment.

Motion to approve and authorize Executive Director to execute a purchase order with Shenandoah General Construction LLC for an amount not-to-exceed \$156,585, which includes a 10% contingency, to rehabilitate three 100 foot long x 72-inch diameter culvert pipes.

Sarasota County completed a competitive selection process for stormwater pipeline infrastructure rehabilitation which resulted in a unit cost-based contract (contract # 2020-396) with Shenandoah General Contracting, LLC in May 2020. The contract is valid for a term of three (3) years with two (2) optional annual renewals (see Tabs A and B).

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

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

Staff recommends the Board approve and authorize Executive Director to execute Agreement with Shenandoah General Construction LLC under a piggybacking arrangement using a Sarasota County contract for as-needed pipe refurbishment. Staff also recommend the Board approve and authorize Executive Director to execute a purchase order with Shenandoah General Construction LLC for an amount not-to-exceed \$156,585, which includes a 10% contingency, to rehabilitate three 100 foot long x 72-inch diameter culvert pipes. R&R funds are budgeted for this project.

Budget Action: No action needed.

Attachments:

Tab A Unit Price Contract with Sarasota County (Solicitation 201922KW)

Tab B Concurrence by County for Authority to Piggyback on Contract

Tab C June 22, 2020 Offer Letter from Contractor

Tab D Agreement between Authority and Shenandoah General Contracting Inc.

Tab E Staff Memo on Triple Barrel 100 foot by 72-Inch Diameter Culvert Repair Project

TAB A
Unit Price Contract with Sarasota County (Solicitation 201922KW)

Contract No. 2020-396
Date: May 20, 2020

UNIT PRICE CONTRACT

This Contract is made and entered into as of the date of execution by both parties, by and between **Sarasota County**, a political subdivision of the State of Florida, hereinafter referred to as the "County" and **Shenandoah General Construction, LLC**, a Florida limited liability company, hereinafter referred to as "Contractor".

WITNESSETH:

The County and Contractor, in consideration of the mutual covenants contained herein, do agree as follows:

I. Materials, Services and Labor: Contractor shall furnish all the labor, services and materials for **Stormwater Pipeline Infrastructure Rehabilitation, Cured in Place Pipe 42- 84 inch pipe Category, Bid# 201922KW**. All work and labor shall be done in accordance with the Contract Documents.

II. Assignment of Work:

- A. Contractor shall be engaged to perform a specific project through the issuance of a Work Assignment.
 - 1. Work Assignments may include line items that are not included in the Unit Price Schedule, attached hereto and incorporated herein as Exhibit A, provided the cumulative cost of those non-competed items do not exceed 25% of the total Work Assignment or \$50,000.00, whichever is less. Pricing for non-competed line items will be negotiated between the County and the Contractor.
- B. If Contractor declines five Work Assignments within a twelve-month period, the Contract may be terminated at the sole discretion of the County.
- C. The total cost of an individual Work Assignment inclusive of all negotiated line items and County authorized contingency shall not exceed the threshold as established by §255.20, F.S.

III. Work Assignment Pricing; Term; Non-Appropriations:

- A. The total amount for all Work Assignments shall not exceed a total contract price of Nine Hundred Thousand Dollars and Zero Cents (\$900,000.00).
- B. The amount for each Work Assignment shall be calculated based upon the extended line item prices set forth in the Unit Price Schedule plus non-competed items, if any. Contractor acknowledges and agrees that no minimum amount of work or payment is guaranteed under this Contract.

BOARD RECORDS
FILED FOR THE RECORD
2020 MAY 20 AM 5:08
KAREN FOSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

C. This Contract shall commence immediately upon execution by both the County and the Contractor and shall continue for a period of three years. Thereafter, the Contract may be renewed for two additional successive one-year periods, subject to written agreement by both parties. Any Work Assignment commenced prior to the expiration of the term or any renewal of this Contract may be completed after the expiration date, provided that the Work Assignment and any extension thereof is authorized in accordance with the County Procurement Manual. In such event, the Contract shall extend and shall be deemed to have the same completion date as the Work Assignment.

D. The County's performance and obligation to pay under this Contract is contingent upon an appropriation of lawfully available funds by the Board of County Commissioners. The County shall promptly notify the Contractor if the necessary appropriation is not made.

IV. Contract Documents: The Contract Documents, together with the Contract comprise the entire agreement between County and Contractor and which are made a part hereof by this reference, consist of the following:

- A. Solicitation and any addenda
- B. General Conditions
- C. Supplemental General and Special Conditions, if any
- D. Technical Specifications
- E. All Work Assignments inclusive of Project Drawings, Specifications and addenda
- F. Work Assignment Purchase Orders
- G. Work Assignment Notice(s) to Proceed
- H. All Contract Modifications

In the event of any conflict among or between Contract Documents, if possible, the conflicting provisions shall be interpreted as a whole in such a way as to carry out the intent of the Contract. If not possible, the order of precedence set forth in General Conditions shall control.

V. Performance and Payment Bond: A Performance and Payment Bond will be required on Work Assignments having a total of \$200,000 or more. A bond may be required on Work Assignments in lesser amounts. If required, the Contractor shall furnish to the County, prior to the commencement of operations under the applicable Work Assignment, a Performance and Payment Bond executed by the Contractor, and a surety company authorized to do business in the State of Florida, in an amount no less than the Work Assignment price, which bond shall be conditioned upon the successful completion of all work, labor, services, and materials to be provided and

furnished hereunder, and the payment of all subcontractors, materialmen, and laborers. The County shall reimburse the Contractor for the actual cost of the Performance and Payment Bond whose cost shall be delineated on the Work Assignment form as a separate line item or included in another line item as noted. The County will only accept a Performance and Payment Bond from a surety with an A.M. Best rating of 'B+' (Very Good) or better. Any such bond shall be provided by the Contractor to the County prior to issuance of a Work Assignment.

VI. Insurance: Contractor shall procure and maintain insurance as specified in Exhibit B, Insurance Requirements, attached hereto and made a part of this Contract.

VII. Contractor's Affidavit: When all Work required by the Work Assignment and contemplated by the Contract as to each Work Assignment, has been completed, inspected, and approved by the County or its duly authorized agent, the Contractor shall furnish to the County the Contractor's affidavit in a form approved by the County. Release(s) of Lien may also be required by the County at its option.

VIII. Payment:

A. Upon certification and approval by the County or its duly authorized agent, monthly payments will be made to the Contractor upon its application for all services or work completed or materials furnished in accordance with the Contract Documents during the invoice period. Prior to Substantial Completion, monthly payments shall be made on the value of materials furnished or services and work completed up to the time of said application, less a retainage amount, as specified in the General Conditions, 13.5, Retainage. Final payment shall be made as provided in the General Condition, 13.12, Final Payment.

B. Monthly payment applications shall be submitted each month on the anniversary date of the Notice to Proceed, or a date agreed to by both parties.

C. Monthly payment applications for less than \$200.00 are not acceptable and will not be processed, except for the final payment application.

IX. Invoicing:

A. The County shall pay the Contractor through payment issued by the Clerk of the Circuit Court in accordance with the Local Government Prompt Payment Act, §218.70, et seq. F.S., upon receipt of the Contractor's payment application and written approval of same by the County's Administrative Agent indicating that services have been rendered in conformity with the Contract Documents. All payment applications must be submitted in a form satisfactory to the Clerk of Court, who initiates disbursements.

B. The Contractor shall submit invoices for payment to the address indicated on the purchase order. Invoices must contain the purchase order number, required identification information, and reflect the Contract prices, terms, and conditions. Invoices containing deviations or omissions will be returned to the Contractor for correction and resubmission. Contractor shall not perform any service or provide products until it has been issued a purchase order number.

X. Time for Performance:

A. Time is of the essence in the performance of all Work under this Contract and Work Assignments. The Contractor specifically agrees that the time for completion of a Work Assignment shall begin on the date specified on the County-issued Notice to Proceed.

B. Contractor also agrees no work will begin prior to such date, and that all work to be performed under the provisions of the Work Assignment shall be completed to Substantial Completion within the time frame specified in each individual Work Assignment, plus an additional 30 calendar days after receipt of the deficiency list for Final Acceptance, subject only to delays caused by Force Majeure or approved Contract Modifications.

XI. Liability of the Contractor: Pursuant to §725.06(2), F.S., the Contractor shall indemnify and hold harmless Sarasota County Government from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract.

This Section of the Contract will survive the completion or termination of the Contract.

XII. Liquidated Damages: The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the County for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the parties to the Contract agree that the liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in the Work Assignment documents exceeds the time(s) allowed therefore, shall be the amount(s) per day as stipulated in the Work Assignment, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein as specified in the Work

Assignment(s). The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that Substantial Completion for each individual Work Assignment is delayed beyond the required date of Substantial Completion shall be negotiated at the time of the Work Assignment between the Administrative Agent and the Contractor. The amount of liquidated damages to be assessed for each calendar day that Final Acceptance for each individual Work Assignment is delayed beyond the required date of Final Acceptance shall be 25% of the Substantial Completion amount.

XIII. Contractor's Representations for Work Assignments: Contractor makes the following representations regarding each Work Assignment:

- A. Contractor has familiarized itself with the nature and extent of the Contract Documents, work, locality, all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of work.
- B. Contractor has investigated and is fully informed of construction and labor conditions, potential obstructions to be encountered, character, quality, and quantities of work to be performed, materials to be furnished, and requirements of the plans where supplied in the Contract Documents.
- C. Contractor has given County written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract and the written resolution thereof by County is acceptable to the Contractor.

XIV. Contractor's Representations for the Contract:

- A. Contractor declares that submission of a bid for the work constitutes an incontrovertible representation that the Contractor has complied with every requirement of this Solicitation.
- B. Contractor represents that Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.
- C. Contractor assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age or sex, in any activity under this Contract.

XV. Public Entity Crimes: Pursuant to §287.133(3)(a), F.S., 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 §287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

XVI. Independent Contractor: The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent or servant of County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor’s sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor’s relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

XVII. Notice Provision: Any notices of default or termination shall be sent by the parties via hand delivery, United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below.

Contract clarifications or questions regarding the interpretation of plans and/or specifications not involving: (a) any Contract claim and/or dispute, (b) questions of time not involving extension, delay, or reduction of time, (c) monetary or compensatory issues, (d) fully executed IFCA’s (Interim Field Change Agreement) and/or (e) material changes to the Contract, shall be sufficiently given if delivered personally or sent via email, or U.S. mail, postage prepaid, addressed as follows.

Contractor Representative:

County’s Administrative Agent:

Name	<u>Daniel DiMura</u>	Name	<u>Lori Crick</u>
Title	<u>Vice President</u>	Title	<u>Business Professional III</u>
Address	<u>1888 NW 22nd Street Pompano, FL 33069</u>	Address	<u>1001 Sarasota Center Blvd Sarasota, FL 34240</u>
Phone	<u>954-975-0098</u>	Phone	<u>941-275-9192</u>
E-mail	<u>D.Dimura@shenandoahc onstruction.com</u>	E-mail	<u>lcrick@scgov.net</u>

XVIII. Termination: Termination of the Contract, for either Cause or for Convenience shall be, as stated in General Conditions, Article 6.0, County’s

Rights. The County reserves the right to terminate any Work Assignment without terminating the Contract or any other uncompleted Work Assignments.

- XXIX. Waivers:** Failure to insist on strict performance of any covenant, condition, or provision of this Contract by a party, its successors or assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this Contract.
- XX. Modifications:** This Contract may be modified only by instrument in writing and signed by the parties.
- XXI. Counterparts:** This Contract may be executed in any number of counterparts, any one of which may be taken as an original.
- XXII. No Third Party Rights:** The parties hereto do not intend nor shall this Contract be construed to grant any rights, privileges or interest to any third party.
- XXIII. Remedies:** The parties hereto agree that remedies for damages or any other remedies provided for herein shall be construed to be cumulative and not exclusive of any other remedy otherwise available under law.
- XXIV. Access to Records:** The Contractor shall maintain books, records, documents, and other materials ("Records") directly pertaining to or connected with the services performed under this Contract. Such Records shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the County, or any of its authorized representatives. Such Records shall be retained for a minimum of ten (10) County fiscal years (October 1-September 30) after completion of the Contract.
- XXV. Severability:** If any provision of this Contract is found by a court of competent jurisdiction to be in conflict with an applicable statute or ordinance, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, but shall not invalidate any other provision of this Contract.
- XXVI. Dispute Resolution:**
- A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.
 - B. In the event of a dispute or claim arising out of this Contract, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.

- C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation.
- D. Any dispute, action or proceeding arising out of or related to this Contract will be exclusively commenced in the state courts of Sarasota County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- E. The parties hereby waive all rights to trial by jury for any litigation concerning this Contract.
- F. This Contract and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- G. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Contract during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XXVII. Local Hiring Initiative: In accordance with Sarasota County's Local Hiring Initiative Resolution No. 2013-127, Contractor is encouraged to work with CareerSource Suncoast, or any other agency designated by the State of Florida as a workforce development agency, to increase employment opportunities for local residents. Local residents are defined as residents of Sarasota County, but that definition may be expanded to include Manatee and Charlotte Counties if the requisite skill-set is not available in Sarasota County. Resolution No. 2013-127 establishes an aspirational goal for contractors and subcontractors to hire 15% minimum local residents as the new hires for construction and construction related projects.

The Contractor is hereby required to include the completed Local Hiring Initiative Participation Form as part of the monthly pay requests.

XXVIII. Scrutinized Companies: §287.135, F.S., prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. Contractor certifies that the organization is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations

in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

XXIX. Public Records:

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:

**Sarasota County
Public Records office
1660 Ringling Blvd.
Sarasota, FL 34236**

**Phone: 941-861-5886
Email: publicrecords@scgov.net**

XXX. Entire Contract: This Contract constitutes the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of the Contract. The Contractor recognizes that any representations, statements, or negotiations made by County representatives do not suffice to legally bind the County in a contractual relationship unless they have been reduced to writing and signed by an authorized County representative. This Contract shall inure to the benefit of and be binding upon the parties, their respective assigns, and successors in interest.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date last below written.

WITNESS:

Signed By: _____

Print Name: Margaret Lary

SHENANDOAH GENERAL CONSTRUCTION, LLC:

Signed By: _____

Print Name: Daniel DiMura

Title: Vice President

Date: May 11, 2020

SARASOTA COUNTY

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

By: _____

Chair

Date: May 20, 2020

ATTEST:

KAREN E. RUSHING, Clerk of the Circuit
Court and Ex-Officio Clerk of the Board
of County Commissioners

By: Karla Montoya
Deputy Clerk

Approved as to form and correctness:

By: [Signature]
County Attorney



**EXHIBIT A
UNIT PRICE SCHEDULE**

CURED IN PLACE PIPE LINING (Sizes 42-inch through 84-inch)			
UNIT PRICE CONTRACT FOR STORMWATER PIPELINE			
INFRASTRUCTURE REHABILITATION, BID #201922KW			
Item No.	Description	Unit	Unit Prices(\$)
A. CIPP LINING (CURED-IN-PLACE PIPE)			
1	Main Lining-42" Equivalent Diameter 16.5 mm (0.650") Nominal Thickness	LF	\$170.00
2	42" Thickness Variance 1.5 mm (0.059")	LF	\$4.00
3	Main Lining - 48" Equivalent Diameter 19.5 mm (0.768") Nominal Thickness	LF	\$213.75
4	48" Thickness Variance 1.5 mm (0.059")	LF	\$4.50
5	Main Lining - 54" Equivalent Diameter 27 mm (1.063") Nominal Thickness	LF	\$298.00
6	54" Thickness Variance 1.5 mm (0.059")	LF	\$8.00
7	Main Lining - 60" Equivalent Diameter 28.5 mm (1.122") Nominal Thickness	LF	\$350.30
8	60" Thickness Variance 1.5 mm (0.059")	LF	\$9.00
9	Main Lining - 72" Equivalent Diameter 33 mm (1.299") Nominal Thickness	LF	\$449.50
10	72" Thickness Variance 1.5 mm (0.059")	LF	\$10.00
11	Main Lining - 84" Equivalent Diameter 36 mm (1.417") Nominal Thickness	LF	\$604.75
12	84" Thickness Variance 1.5 mm (0.059")	LF	\$10.00
B. JOINT REPAIR			
13	Pre-Fabricated Joint Repair (WEKO-Seal or equal) (42" Diameter)	EA	\$980.00
14	Pre-Fabricated Joint Repair (WEKO-Seal or equal) (48" Diameter)	EA	\$1,050.00
15	Pre-Fabricated Joint Repair (WEKO-Seal or equal) (54" Diameter)	EA	\$1,070.00
16	Pre-Fabricated Joint Repair (WEKO-Seal or equal) (60" Diameter)	EA	\$1,220.00

**EXHIBIT A
UNIT PRICE SCHEDULE**

CURED IN PLACE PIPE LINING (Sizes 42-inch through 84-inch)			
UNIT PRICE CONTRACT FOR STORMWATER PIPELINE			
INFRASTRUCTURE REHABILITATION, BID #201922KW			
17	Pre-Fabricated Joint Repair (WEKO-Seal or equal) (72" Diameter)	EA	\$1,485.00
18	Pre-Fabricated Joint Repair (WEKO-Seal or equal) (84" Diameter)	EA	\$1,580.00
19	Pressure Grouting with Cementious Grout (42" Diameter and larger)	GAL	\$88.00
20	Pressure Grouting with Chemical Grout (42" Diameter and larger)	GAL	\$55.00
21	Resin Based Coating over Grouted Joint Repair (Spraywall or Raven 450)	SF	\$42.00
SUBTOTAL (B) JOINT REPAIR			
C. STORMWATER LATERAL RECONNECTION AND REPAIR			
22	Lateral Reconnection & Pressure Grout 4" to 10" Equivalent Diameter	EA	\$250.00
23	Lateral Reconnection & Pressure Grout 12" to 15" Equivalent Diameter	EA	\$350.00
24	Lateral Reconnection & Pressure Grout 18" to 21" Equivalent Diameter	EA	\$350.00
25	Lateral Reconnection & Pressure Grout 24" to 36" Equivalent Diameter	EA	\$450.00
26	Lateral Reconnection & Pressure Grout 36" to 48" Equivalent Diameter	EA	\$450.00
D. CLEANING & TELEVISIONING			
27	Light Cleaning 42" to 60" Equivalent Diameter	LF	\$3.00
28	Light Cleaning 66" to 84" Equivalent Diameter	LF	\$6.00
29	Medium Cleaning 42" to 60" Equivalent Diameter	LF	\$7.00
30	Medium Cleaning 66" to 84" Equivalent Diameter	LF	\$15.00
31	Heavy Cleaning 42" to 60" Equivalent Diameter	LF	\$12.00

**EXHIBIT A
UNIT PRICE SCHEDULE**

CURED IN PLACE PIPE LINING (Sizes 42-inch through 84-inch)			
UNIT PRICE CONTRACT FOR STORMWATER PIPELINE			
INFRASTRUCTURE REHABILITATION, BID #201922KW			
32	Heavy Cleaning 66" to 84" Equivalent Diameter	LF	\$25.00
33	Service Protrusion Removal - Equivalent Dia. 4" to 10"	EA	\$250.00
34	Service Protrusion Removal - Equivalent Dia. 12" to 18"	EA	\$350.00
35	Service Protrusion Removal - Equivalent Dia. 21" to 24"	EA	\$500.00
36	Service Protrusion Removal - Equivalent Dia. 27" to 36"	EA	\$700.00
37	Service Protrusion Removal - Equivalent Dia. 42" to 60"	EA	\$700.00
38	Service Protrusion Removal - Equivalent Dia. 66" to 84"	EA	\$700.00
39	Root Removal - Equivalent Diameter 42" to 60"	JT	\$275.00
40	Root Removal - Equivalent Diameter 66" to 84"	JT	\$325.00
41	Turberculation Removal - Equivalent Diameter 42" to 60"	LF	\$19.00
42	Turberculation Removal - Equivalent Diameter 66" to 84"	LF	\$30.00
43	Concrete Removal at Mouth of Pipe 42" to 60" Equivalent Diameter	LF	\$75.00
44	Concrete Removal at Mouth of Pipe 66" to 84" Equivalent Diameter	LF	\$100.00
E. ANCILLARY SERVICES			
45	Hauling Curing Water or Bypass Water - Pumper Truck Hauling Rate with Driver	HR	\$1.00
46	VAC Truck Hauling Rate with Driver	HR	\$1.00
47	Tanker Truck Hauling Rate with Driver	HR	\$1.00
48	Bypass for Piping Entering Ponds/Lakes -4" Pump	DAY	\$25.00

**EXHIBIT A
UNIT PRICE SCHEDULE**

CURED IN PLACE PIPE LINING (Sizes 42-inch through 84-inch)			
UNIT PRICE CONTRACT FOR STORMWATER PIPELINE			
INFRASTRUCTURE REHABILITATION, BID #201922KW			
49	Bypass for Piping Entering Ponds/Lakes -6" Pump	DAY	\$35.00
50	Bypass for Piping Entering Ponds/Lakes -8" Pump	DAY	\$40.00
51	Cofferdam for Pipes Entering Ponds/Lakes	LF	\$10.00
52	Maintenance of Traffic - Arterial	EA	\$1.00
53	Maintenance of Traffic - FDOT	EA	\$250.00
54	Structure Top Removal & Replacement -Grass	EA	\$2,500.00
55	Structure Top Removal & Replacement - Asphalt	EA	\$3,500.00
56	Structure Top Removal & Replacement - Concrete	EA	\$3,500.00
57	Failed Liner Removal -42" to 60" Equivalent Diameter	LF	\$50.00
58	Failed Liner Removal -66" to 84" Equivalent Diameter	LF	\$75.00
59	Pre-Lining Void Filling	CF	\$100.00
60	Emergency Mobilization	EA	\$100.00

EXHIBIT B
INSURANCE REQUIREMENTS

For purposes of this Exhibit B, the terms "Vendor," "Contractor" and "Consultant" shall be interchangeable and the terms "Contract," "Term Contract" and "Agreement" shall be interchangeable.

CONTRACTOR'S INSURANCE

Contractor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverage (including endorsements) and limits as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Insurance requirements itemized in this Contract and required of the Contractor shall extend to all subcontractors to cover their operations performed under this Contract. The Contractor shall be responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VII or better.

Each insurance policy required by this Contract shall apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.

Contractor shall furnish Certificates of Insurance to the County Administrative Agent evidencing the types and amounts of coverage, including endorsements, required by this Contract prior to commencement of work and prior to expiration of the insurance contract, when applicable. Such Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day notice of cancellation (10 days for non-payment of premium) or non-renewal of coverage. Notwithstanding these notification requirements, the Contractor will be required to provide County with at least 5 days prior written notice of any policy cancellation or non-renewal.

The County reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Contract. County reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

EXHIBIT B
INSURANCE REQUIREMENTS

- A. WORKERS' COMPENSATION:** Contractor shall maintain Workers' Compensation insurance in accordance with Florida Statutes, Chapter 440. Employers Liability to be included with a minimum limit of \$500,000.00 per accident/per disease/per employee. If work is to be performed over or adjacent to navigable water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included.

In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Workers' Compensation policy for all personnel on the worksite.

- B. COMMERCIAL GENERAL LIABILITY:** Contractor shall maintain Commercial General Liability per ISO form CG0001 or its equivalent, including but not limited to coverage for premises and operations, personal injury, products & completed operations, liability assumed under an insured contract, and independent contractors with limits of not less than \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract. There shall be no exclusions for explosion, collapse and underground hazards.

Contractor agrees to endorse **Sarasota County Government** as an additional insured on the Commercial General Liability coverage.

- C. BUSINESS AUTOMOBILE LIABILITY:** Contractor agrees to maintain Business Automobile Liability with limits not less than \$1,000,000.00 combined single limit for each accident covering all Owned, Non-Owned & Hired automobiles used in the performance of this Contract. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

If the Contractor is shipping a product via common carrier, the contractor shall be responsible for any loss or damage sustained in delivery/transit.

- D. UMBRELLA/EXCESS LIABILITY:** Contractor agrees to maintain Umbrella or Excess Liability with limits not less than \$2,000,000.00 each occurrence and in the aggregate. Coverage shall follow the terms of the underlying insurance, including the additional insured provisions.

- E. POLLUTION LIABILITY:** Contractor shall maintain Pollution Liability coverage with limits not less than \$1,000,000 per claim/occurrence for bodily injury, property damage and environmental damage from sudden and gradual occurrences resulting from pollution conditions arising out of the work or services performed under this Contract (including any transportation and disposal of hazardous materials or pollutants). Coverage shall include, but not be limited to, third party liability, clean up, corrective action including assessment, remediation and defense costs. If coverage is written on a claims-made basis: a. Any retroactive date shall precede the effective date of this Contract; b. Contractor shall provide certificates of insurance evidencing the required coverage for a period of two years after final payment under this Contract is made, or provide

EXHIBIT B
INSURANCE REQUIREMENTS

evidence showing Contractor has obtained a two year extended reporting period endorsement.

- F. BUILDERS RISK:** Contractor shall maintain, at Contractor's expense, and keep in force during the term of this Contract, Builder's Risk insurance on an all risks of direct physical loss basis, including without limitation, earth movement, flood and windstorm, for an amount equal to the full Contract Amount plus all subsequent change orders on a replacement cost basis. Insured property shall include portions of the work located away from the site but intended for use at the site, and shall also cover portions of the work in transit.
- a. Such insurance shall be maintained until final payment has been made or until no other person or entity, other than the County has an insurable interest in the property required to be covered.
 - b. Policy shall be endorsed such that the insurance shall not be cancelled or lapse because of any partial use or occupancy of the County.
 - c. **Sarasota County Government**, the Contractor and its subcontractors shall be included as Insureds on the policy.
 - d. Waiver of subrogation is to apply against all parties named as Insureds, but only to the extent the loss is covered.
 - e. Contractor is responsible for the payment of all policy deductibles. Maximum deductible amounts shall not be greater than \$25,000 except for perils of earthquake, flood and windstorm, unless otherwise approved by the County.

TAB B
Concurrence by County for Authority to Piggyback on Contract

From: [Jennifer Slusarz](#)
To: [Lori Crick](#); [Kevin Morris](#); [Jessica Kashary](#)
Cc: [Erik Howard \(elh@johnsoneng.com\)](#); [Chris Rogers](#); [Mike Coates](#)
Subject: RE: Permission to Piggyback on Sarasota County Contract_2020-396
Date: Thursday, July 2, 2020 10:23:03 AM
Attachments: [image001.png](#)
[PR - BidSync Packet - SR 1922 - - - 2-28-2020.pdf](#)
[PR - Notice of Recommended Award - SR 1922 - UPC FOR STORMWATER PIPELINE INFRASTRUCTURE REHABILITATION - UPC FOR STORMWATER PIPELINE INFRASTRUCTURE REHABILITATION - CONSTRUCTION BID - 2-28-2020.pdf](#)
[CO - Unit Price Contract - SHENANDOAH GENERAL CONSTRUCTION, CO. - Contract 2020-396 - 5-21-2020.pdf](#)

Hi Kevin. Sarasota County does not prohibit other entities from piggybacking any of our contracts. If your procurement procedures allow you to piggyback and the vendor is agreeable, you are welcome to piggyback our agreement with Shenandoah. Bid and contract documents are attached for your reference.

Jennifer Slusarz, CPPO, CPPB

Procurement Official
Sarasota County Procurement
1660 Ringling Blvd, Sarasota, FL 34236
Office: 941-861-5267
Cell: 941-479-1065
Email: jslusarz@scgov.net
Web: www.scgov.net

From: Lori Crick <lcrick@scgov.net>
Sent: Thursday, July 2, 2020 9:49 AM
To: Kevin Morris <kmorris@regionalwater.org>; Jessica Kashary <jkashary@scgov.net>; Jennifer Slusarz <jslusarz@scgov.net>
Cc: Erik Howard (elh@johnsoneng.com) <elh@johnsoneng.com>; Chris Rogers <crogers@regionalwater.org>; Mike Coates <mcoates@regionalwater.org>
Subject: RE: Permission to Piggyback on Sarasota County Contract_2020-396

Good Morning Kevin,

I have received your piggyback request and I am forwarding this email over to Sarasota County Procurement. Someone from Procurement will be in contact with you regarding your request.

Regards,
Lori Crick

From: Kevin Morris <kmorris@regionalwater.org>
Sent: Thursday, July 2, 2020 8:52 AM
To: Lori Crick <lcrick@scgov.net>
Cc: Erik Howard (elh@johnsoneng.com) <elh@johnsoneng.com>; Chris Rogers <crogers@regionalwater.org>; Mike Coates <mcoates@regionalwater.org>
Subject: Permission to Piggyback on Sarasota County Contract

Caution: This email originated from an external source. Be Suspicious of Attachments, Links and Requests for Login Information

Lori, we have 3 large diameter (72" diameter) stormwater culvert pipes that are ~ 25 years old and in need of refurbishment (see picture). They run underneath 3 raw water pressure pipelines (painted green in the pic) and are protected by large chunks of rip rap. To remove these culvert pipes and replace in-kind with new would take a large excavator we are worried about the risk associated with heavy equipment trying to extricate the rip rap and pipes while avoiding damage to the overlying pressure pipelines. So we did some investigating and came up with the alternative of relining them with a cured-in-place system. We invited contractors to come and look at our job and one of them (Shenandoah General Construction) said they had a contract with Sarasota County (attached) and they provided a letter offering to do our project for the unit prices identified in your contract with them.

The Authority would like to ask permission from Sarasota County to piggyback on your current contract with Shenandoah for our project? Please let me know if this is a possibility and what steps you would need for me if we can make this happen. I have included the email chain below so you can see how this has been developing. Thanks,

Kevin Morris – Manager of Engineering & Projects
Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, FL 34202
Tel (941) 316-1776
Fax (941) 316-1772

Note: All messages sent or received by staff at the Peace River Mansota Regional Water Supply Authority are subject to the public records laws of the State of Florida.

From: Erik Howard
Sent: Friday, June 12, 2020 3:26 PM
To: Louis Woska <l.woska@shenandoahus.com>
Cc: Garret Kulp <g.kulp@shenandoahus.com>
Subject: RE: Sarasota Contracts

Louis,

As discussed on the phone, the PRMRWSA is moving forward to investigate piggy backing the Sarasota contract. Would you please provide a short letter proposal calling out the line items and

cost for doing the proposed work of lining the three 72-inch pipes? Attached are draft plans, specs and front end docs for the project. Would you please review the frontend documents and state your willingness to abide with the frontend docs within the same said letter? As verbally discussed, the intent is to provide you an ample amount of time to choose from between now and May 2021 to complete the work.

In a separate correspondence (email), would you please provide the contact information for the Sarasota Purchasing agent you worked with and any personal reference from Sarasota County.

Thank you,

Erik L. Howard, P.E., P.S.M.
JOHNSON ENGINEERING, INC.

2122 Johnson Street
Fort Myers, Florida 33901
Direct (239) 461-2441
Main Office (239) 334-0046
Fax: (239) 334-3661
Cell: (239) 707-8091
elh@johnsoneng.com

From: Louis Woska <l.woska@shenandoahus.com>
Sent: Wednesday, June 10, 2020 10:12 AM
To: Erik Howard <elh@johnsoneng.com>
Cc: Garret Kulp <g.kulp@shenandoahus.com>
Subject: RE: Sarasota Contracts

Yes

Best Regards,

Louis J Woska



Pipe Inspection & Restoration Specialist

Shenandoah General Construction

1888 NW 22nd Street, Pompano Beach, FL, 33069

l.woska@shenandoahconstruction.com | www.shenandoahconstruction.com

Direct (386) 479-8318
[Corporate](#) (954) 975-0098
[Fort Pierce](#) (772) 467-8861

[Fort Myers](#)
[Lakeland](#)

(239) 337-9385
(863) 448-9939

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From: Erik Howard <elh@johnsoneng.com>
Sent: Wednesday, June 10, 2020 9:24 AM
To: Louis Woska <l.woska@shenandoahus.com>
Cc: Garret Kulp <g.kulp@shenandoahus.com>
Subject: RE: Sarasota Contracts

Just to confirm. This CIPP in this contract is for ASTM F1216, correct?

Erik L. Howard, P.E., P.S.M.
JOHNSON ENGINEERING, INC.

2122 Johnson Street
Fort Myers, Florida 33901
Direct (239) 461-2441
Main Office (239) 334-0046
Fax: (239) 334-3661
Cell: (239) 707-8091
elh@johnsoneng.com

From: Louis Woska <l.woska@shenandoahus.com>
Sent: Tuesday, June 9, 2020 2:00 PM
To: Erik Howard <elh@johnsoneng.com>
Cc: Garret Kulp <g.kulp@shenandoahus.com>
Subject: Sarasota Contracts

Erik,

Please find attached the three Stormwater Contracts that we have for Sarasota County. All three of these have just been executed and are good for the next five years.

If you need anything else or have any questions please feel free in contacting either Garret or Myself.

Best Regards,

Louis J Woska



Pipe Inspection & Restoration Specialist

Shenandoah General Construction

1888 NW 22nd Street, Pompano Beach, FL, 33069

l.woska@shenandoahconstruction.com | www.shenandoahconstruction.com

Direct	(386) 479-8318
<u>Corporate</u>	(954) 975-0098
<u>Fort Pierce</u>	(772) 467-8861
<u>Fort Myers</u>	(239) 337-9385
<u>Lakeland</u>	(863) 448-9939

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TAB C
June 22, 2020 Offer Letter from Contractor



June 22, 2020

Johnson Engineering
2122 Johnson Street
Ft. Myers, FL 33901

Attn: Erik L. Howard, P.E., P.S.M.

RE: PRMRWSA Triple Barrel 72" Culvert

Dear Mr. Howard,

After visiting the site on CR 769 where the Triple Barrel 72" Stormwater Culverts are located, I am pleased to offer this proposal. Shenandoah General Construction is willing to extend our Sarasota County 201922KW Stormwater Pipeline Infrastructure Rehab CIPP 42-48" contract to you. I have reviewed the draft bid documents provided by Johns Engineering, In. on June 12, 2020 by email. I have reviewed the front-end documents and do not take exception to any conditions however, there may be additional charges for insurance and bonding not accounted for in the Sarasota County Contract. The Sarasota Contract allows for an additional 25% of the contract amount for additional work that can be used for those items not specifically in the scope of the Sarasota Contract.

I look forward to executing an equitable contract with the Peace River Manasota Regional Water Supply Authority. Please see the attachment, Exhibit A, for a proposal based on piggybacking on said contract.

Sincerely,
Shenandoah General Construction

A handwritten signature in black ink that reads 'Louis J. Woska'. The signature is written in a cursive style with a large, looping initial 'L'.

Louis J. Woska
Vice President of Operations



1888 NW 22nd Street
(772) 467-8861

Pompano Beach, FL, 33069
shenandoahus.com

DATE: June 23, 2020 PROPOSAL #P18043
SUBMITTED TO: Peace River Manasota Regional Water
Supply Authority
STREET: 8998 SW County Road 769
CITY, STATE & ZIP: Arcadia, FL 34269
PHONE: (863) 993-4565
FAX:
EMAIL: CRogers@regionalwater.org
JOB NAME: Triple Barrel 72" on CR769
ATTENTION: Chris Rogers

We propose to furnish a crew and all necessary equipment to to clean, televise, and install 72" X 33mm CIPP at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

Heavy Cleaning 66" - 84" Equivalent Diameter	(at \$25.00 Per L.F.)	300 L.F.	\$7,500.00
Main Lining 72" Equivalent Diameter 33mm Nominal Thickness	(at \$449.50 Per L.F.)	300 L.F.	\$134,850.00
Estimated Total:			\$142,350.00

SIGNATURE:

SHENANDOAH GENERAL CONSTRUCTION CO.
Louis Voska

TITLE
Estimator

DATE
06/23/2020

ACCEPTANCE OF PROPOSAL / SIGN & RETURN

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

SIGNATURE: _____

COMPANY NAME:
REPRESENTATIVE:

DATE:
TITLE:

TAB D
Agreement between Authority and Shenandoah General Contracting Inc.

CONTRACT BETWEEN
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
AND SHENANDOAH GENERAL CONSTRUCTION, LLC. FOR PIPELINE
INFRASTRUCTURE REHABILITATION

This Contract is entered into this _____ day of _____, 2020 by and between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY (“Authority”), an independent special district created pursuant to Section 373.1962, Florida Statutes (“F.S.”), now found in Section 373.713, F.S., and Section 163.01, F.S., acting by and through its governing Board of Directors, whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, and SHENANDOAH GENERAL CONSTRUCTION, LLC. (“Contractor”), whose address is 1888 NW 22nd Street, Pompano, Florida 33069, under the terms and conditions set forth in the February 26, 2020 Notice of Award of Bid Stormwater Pipeline Infrastructure Rehabilitation, Cured in Place Pipe 42-84 Inch Pipe Category, Bid #201922KW and Unit Price Contract (“Contract”), attached hereto as Exhibit A.

Section 189.053, F.S., and Article 9 of the Authority’s Procurement Policy allow the Authority, as a special district, to purchase commodities and contractual services from the purchasing agreements of other special districts, municipalities, or counties which have been procured pursuant to competitive bid, requests for proposals, requests for qualifications, competitive selection, or competitive negotiations, and which are otherwise in compliance with general law if the purchasing agreement of the other special district, municipality, or county was procured by a process that would have met the Authority’s procurement requirements (“piggybacking”). On September 30, 2020, the Authority’s Board of Directors approved piggybacking on the Contract.

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

1. Substituted Party. All references in the Contract to Sarasota County shall extend, and be equally applicable, to the Authority for work performed hereunder by Contractor for the Authority. Except for terms that conflict with those herein, both the Authority and Contractor agree to be equally bound by the Contract as if it were fully and directly entered into between the Authority and Contractor.
2. Taxes. The Authority is exempt from payment of all sales, use, or excise taxes.
3. Payment. The Authority will make payment(s) in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, F.S. All references to the Clerk of the Circuit Court or Clerk of Court are replaced with the Authority.
4. Non-Competed Items. Work Assignments may include non-competed items, which are items that are not included on the Contract Unit Price Schedule and are unforeseen

expenses of the project, provided that the cumulative cost of those non-competed items do not exceed 10% of the total Work Assignments.

5. Contingency. The Authority's performance and obligations to pay under the Contract is contingent upon the Authority's Board appropriating funds for each year of this Contract.
6. Venue. Any action referenced in the Contract will be brought in Sarasota County, Florida.
7. Public Records Law. Each party will allow public access to documents and materials made or received by either party in connection with this transaction in accordance with Florida's Public Records Act, Chapter 119, F.S. The Authority will not be required to hold confidential any information or records required to be made available to the public pursuant to Chapter 119, F.S. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT ALEE@REGIONALWATER.ORG; (941)316-1776; OR 9415 TOWN CENTER PARKWAY, LAKEWOOD RANCH, FLORIDA 34202.
8. Insurance. All policies of insurance, except Workers' Compensation, shall contain endorsements naming the "Peace River Manasota Regional Water Supply Authority, its officers, employees, agents and volunteers" as an additional insured with respect to liabilities arising out of the performance of services contained herein.
9. Survival. Provisions in the Contract that survive termination or expiration include those relating to liability, indemnification, governing law, public records law, confidentiality, and others which by their nature are intended to survive.
10. Authority Contact. Any notices or other writings permitted or required to be delivered under the provisions of the Contract should be delivered to the Authority to the attention of Chris Rogers, Authority's Administrative Agent, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202. Chris Rogers can be contacted via telephone at (863) 993-4565.
11. Local Hiring Initiative. Article XXVII is deleted.

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

PEACE RIVER MANASOTA REGIONAL
WATER SUPPLY AUTHORITY


Witness

Patrick J. Lehman, Executive Director

SHENANDOAH GENERAL
CONSTRUCTION, LLC.



Witness



Daniel DiMura, Vice President

PREPARED BY:

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/1/2020

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).

PRODUCER Baldwin Krystyn Sherman 4211 W. Boy Scout Blvd. Suite 800 Tampa FL 33607	CONTACT NAME: PHONE (A/C. No. Ext): 813-984-3200		FAX (A/C. No.): 813-984-3201	
	E-MAIL ADDRESS: certificates@bks-partners.com			
INSURED Shenandoah General Construction Co. Shenandoah General Construction LLC 1888 NW 22nd St Pompano Beach FL 33069	1SHENCON		INSURER(S) AFFORDING COVERAGE	NAIC #
			INSURER A : Zurich American Insurance Company	16535
			INSURER B : American Guarantee & Liability Ins. Co.	26247
			INSURER C : Evanston Insurance Company	35378
			INSURER D :	
			INSURER E :	
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 977032521

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 2,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	GLO670580701	1/31/2020	1/31/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <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	Y	Y	BAP670580901	1/31/2020	1/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	AUC008607105	1/31/2020	1/31/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC670580801	1/31/2020	1/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input type="checkbox"/> Pollution Liability <input type="checkbox"/> Occurrence SIR 5,000	Y		MKLV1ENV102268	1/31/2020	1/31/2021	Each Incident 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Peace River Manasota Regional Water Supply Authority, its officers, employees, agents and volunteers are additional insured with respects to General Liability and Auto Liability. Umbrella follows Form.

CERTIFICATE HOLDER**CANCELLATION**

Peace River Manasota Regional Water Supply Authority 9415 Town Center Parkway Lakewood Ranch FL 34202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

- TO DEALERS COVERAGE FORM
- SISS TO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

In respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies persons or organizations who are insureds or Covered Autos Liability Coverage under the Policy as an Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: SHELDON GEORGE CONSTRUCTION CO Endorsement Effective Date:
--

SCHEDULE

Name Of Person(s) Or Organization(s): ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS OF PRIMARY, CO-CO-TRIBUTORY BASIS, INTERMITTED CONTRACT OR INTERMITTED AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an Insured or Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an Insured under the Non Insured Provision contained in Paragraph A.1. of Section II of Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage forms and Paragraph D.2. of Section I of Covered Autos Coverages of the Auto Dealers Coverage form.

Policy Number
GLO 6705807-01

Endorsement No. 001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMON POLICY CHANGE ENDORSEMENT

ZURICH AMERICAN INSURANCE COMPANY

Named Insured SHENANDOAH GENERAL

Effective Date of change: 01-31-20
12:01 A.M., Standard Time

Agent Name BALDWIN KRISTYN SHERMAN PARTNERS, LLC Agent No. 01202-000

This endorsement will not be used to decrease coverages, increase rates or deductibles or alter any terms or conditions of coverage unless at the sole request of the insured.

COVERAGE PART INFORMATION -- Coverage parts affected by this change as indicated by below.

- Commercial Property
- Commercial General Liability
- Commercial Crime
- Commercial Inland Marine
-
-

The following item(s):

- | | |
|--|---|
| <input type="checkbox"/> Insured's Name | <input type="checkbox"/> Insured's Mailing Address |
| <input type="checkbox"/> Effective/Expiration Date | <input type="checkbox"/> Insured's Legal Status/Business of Insured |
| <input type="checkbox"/> Payment Plan | <input checked="" type="checkbox"/> Coverage Forms and Endorsements |
| <input type="checkbox"/> Add/Delete Vehicle | <input type="checkbox"/> Deductibles |
| <input type="checkbox"/> Additional Interest | <input type="checkbox"/> Classification/Class Codes |
| <input type="checkbox"/> Limits/Exposures | <input type="checkbox"/> Underlying Exposure/Insurance |
| <input type="checkbox"/> Covered Property/Location Description | |

is (are) changed to read **[See Additional Page(s)]**

THE FOLLOWING FORM(S) HAS BEEN AMENDED:
U-GL-1175-F CW 04-13 ADDL INSD-AUTO-OWNERS LESSEES CONTRACTR
ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

The above amendments result in a change in the premiums as follows:

This premium does not include taxes and surcharges.

<input type="checkbox"/> No changes	<input checked="" type="checkbox"/> To be Adjusted at Audit	Additional	Return
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Tax and Surcharge Changes

Additional	Return
------------	--------



ZURICH®

Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 6705807-01	01/11/00	01/11/01	01/11/00	0100000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured SHENANDOAH GENERAL CONSTRUCTION CO

Address (including ZIP Code)

1888 NW 22ND STREET

POMPANO BEACH, FL 33069

This endorsement modifies insurance provided under the

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by

1. Your acts or omissions or
2. The acts or omissions of those acting on your behalf

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured

1. Only applies to the extent permitted by law and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies

This insurance does not apply to

"bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render, any professional architectural, engineering or surveying services including

- a. The preparing, approving or failing to prepare or approve plans, specifications, drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claim against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions

The additional insured must see to it that

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim
2. We receive written notice of a claim or "suit" as soon as practicable and
3. We request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a named Insured in the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement

1. The following is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions

Primary and Noncontributory insurance

This insurance is primary to and will not see contribution to any other insurance available to an additional insured provided that

- a. The additional insured is a named Insured under such other insurance and
- b. You are required by written contract or written agreement that this insurance be primary and not see contribution to any other insurance available to the additional insured.

2. The following Paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions

This insurance is excess over

any other other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance

The most we will pay on behalf of the additional insured is the amount of insurance

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

TAB E

Staff Memo on Triple Barrel 100 foot by 72-inch Diameter Culvert Repair Project

MEMORANDUM

DATE: September 30, 2020

TO: Patrick Lehman, Executive Director

FROM: Kevin Morris, Engineering and Construction Manager

RE: Culvert Pipe Rehabilitation Purchase Order

A series of three (3) 100-foot long, 72-inch diameter metal culvert pipes on Authority property are in need of replacement. These pipes convey stormwater from the RV Griffin Reserve (including the overflow from Reservoir # 1) underneath three (3) major raw water pipelines. It would be difficult to remove and replace in-kind these lines because of their position juxtaposed beneath the raw water pipelines. It would also be a costly and extended project because the pipes are embedded in a field of rip rap boulder armoring that would need to be carefully excavated and then restored. Culvert pipe replacement is estimated to cost approximately \$450,000.



Staff researched options for culvert pipe refurbishment in place. Sarasota County has a standing contract with Shenandoah General Construction LLC to provide stormwater infrastructure pipeline rehabilitation services. They offer a cured-in-place product that is applicable to this application for about one third of the cost of replacement. Under the contract, unit costs for Heavy Cleaning and Main Lining amount to \$142,350. Staff recommends adding 10% as a contingency for a total cost not-to-exceed of \$156,585.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
September 30, 2020

CONSENT AGENDA
ITEM 7

**Hydrobiological Monitoring Program Agreement for Environmental Services
with Janicki Environmental, Inc.**

Recommended Action -

Motion to approve and authorize Executive Director to execute Agreement for Environmental Services Related to the Peace River Hydrobiological Monitoring Program with Janicki Environmental, Inc.

Motion to approve and authorize Executive Director to execute Work Order No. 1 'Peace River HBMP Scope of Services – 2020-2021 HBMP' for an amount not to exceed \$408,362.00.

a. Agreement for Environmental Services Related to the Peace River Hydrobiological Monitoring Program

The HBMP is a monitoring program, ongoing for approximately 40 years, that continues to provide invaluable information on the environmental health of the Peace River and the upper portion of Charlotte Harbor Estuary. The HBMP is a requirement of the Authority's current Water Use Permit for withdrawals from the river. At the August 5, 2020 Meeting the Board authorized the Executive Director to negotiate an environmental services contract and the scope and fee for the first year of HBMP services with Janicki Environmental, Inc. The Agreement for Environmental Services Related to the Peace River Hydrobiological Monitoring Program with Janicki Environmental, Inc. is a standard contract utilized by the Authority and provides the legal framework under which Work Orders for environmental services will be issued on this project.

b. Work Order No. 1 – 2020-2021 HBMP

Work Order No. 1 'Peace River Hydrobiological Monitoring Program (HBMP) 2020-2021 HBMP' with Janicki Environmental, Inc. includes field sampling and laboratory services; monthly operation of eight existing HBMP continuous salinity recorders; data management and quality control; aerial vegetation analysis and compilation of the 2020 HBMP Annual Data Report. The cost of Work Order No. 1 is \$408,362.00 which includes a \$20,000.00 owners allowance in case out-of-scope work is required. Project completion is scheduled for December 2021.

Budget Action: No action needed.

Attachments:

- Tab A Agreement for Environmental Services Related to the Peace River Hydrobiological Monitoring Program
- Tab B Work Order No. 1 'Peace River Hydrobiological Monitoring Program (HBMP) - 2020-2021 HBMP'

TAB A
Agreement for Environmental Services – HBMP

**AGREEMENT FOR ENVIRONMENTAL SERVICES RELATED TO THE
PEACE RIVER HYDROBIOLOGICAL MONITORING PROGRAM**

The Agreement is made this 30th day of September, 2020 (“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 Janicki Environmental, Inc., hereinafter referred to as “Consultant”, whose address is 1155 Eden Isle Drive NE, St. Petersburg, Florida 33704.

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 administers and conducts a hydrobiological monitoring program for the Peace River, including various tributaries of the Peace River and upper Charlotte Harbor to assess environmental conditions, monitor the health of the Peace River and upper Charlotte Harbor system, and the many factors that affect the system; and

WHEREAS, the Authority desires to retain a consultant to implement the existing environmental study program and provide general environmental services for the implementation of the new hydrobiological monitoring program (HBMP) as required by the Southwest Florida Water Management District (SWFWMD) water use permit (WUP) 20010420.010; and

WHEREAS, the Authority solicited for Statement of Qualifications from environmental firms for the Project; and

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

WHEREAS, Consultant desires to perform and complete Environmental Services associated with the HBMP 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. "Environmental Services" – Services to be provided by Consultant to the Authority generally consisting of, but not limited to, collection of monthly lower Peace River and upper Charlotte Harbor HBMP water quality samples at the fixed and moving stations as

specified in the HBMP, laboratory analysis of HBMP monthly water samples, implement and provide a Quality Assurance/Quality Control process for the HBMP monthly water quality data, provide as needed water quality data management and statistical analysis of the HBMP data, annually provide required *HBMP Annual Data Reports*, provide required year five (5) *HBMP Comprehensive Summary Reports*, annually upload HBMP data to STORET / WIN, annually provide HBMP aerial photos of the Peace River riparian vegetation and provide an analysis of vegetation data, collect monthly HBMP continuous recorders data in the Peace River, operate and maintain the continuous recorders as needed, replace continuous recorders as needed, obtain and review river flow and water quality data from other consultants or agencies as needed to complete the statistical analysis and reports required by the Authority and SWFWMD, and any other environmental services required for the HBMP .

- D. “Project” – The Hydrobiological Monitoring Program (HBMP), which will, at a minimum, result in complete and successful continuation of an existing environmental study program that meets the requirements of the approved HBMP program and the permitted conditions found in the Peace River Regional Water Supply Facility SWFWMD WUP 20010420.010. Consultant may need to work in conjunction with other Authority consultants for coordination on other components of the work.
- E. “Scope of Services” – The Environmental Services to be provided by the Consultant will include specific tasks and duties to be conducted within a pre-determined timeframe for a specified fee related to the development and completion of each element of the Project. This Project may be undertaken through one or more Work Orders, each with its own Scope of Services, all developed in accordance with this Agreement. Work Orders will be

provided to the Authority Board of Directors (Board) or the Executive Director as required by the Authority's procurement policy for approval as the Project progresses. Fees will be in accordance with the Consultant Fee Schedule as included in Exhibit "A" and may be amended from time to time for reasonable escalation at the option of the Authority's Executive Director in accordance with Section 6.A.

- 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.
- H. "Work Order" – An authorization for work issued to Consultant, which is comprised of a Scope of Services including deliverables to be completed within a specified timeframe and budget.

SECTION 2. ENGAGEMENT OF CONSULTANT

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

Authority and Consultant may assign other individuals to serve as a key personnel for particular Work Orders as long as such assignment is approved by the Authority.

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

The Project may be undertaken through one or more Work Orders, each with its own Scope of Services, all developed in accordance with this Agreement. Each Work Order will be brought to the Authority Board or the Executive Director as required by the Authority's procurement policy for approval as the Project progresses. Consultant shall develop each Work Order, which will include the intended purpose, objectives, Scope of Service, including the services needed in a task-level breakdown, schedule, deliverables, and estimated costs. Any modification to a Work Order after it has been authorized by the Authority Board or the Executive Director as required by the Authority's procurement policy must be approved in writing by the Authority. In addition to the Environmental Services set forth in the Agreement, 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 Work Order.
- B. Consultant shall maintain an adequate and competent environmental 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 Work Order 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 Work Orders.

- D. Consultant shall secure all licenses or permits required by law for the completion of any Work Order 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 any Work Order. 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 a Work Order, 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 Work Order. The Executive Director shall have complete authority to authorize changes to any Work Order; 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 any Work Order, 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 as defined in any Work Order upon receipt of a Notice to Proceed and shall satisfactorily complete such 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 included in Exhibit "A" for any Work Order approved by the Authority Board of Directors or Executive Director as required by the Authority's procurement policy to include any subsequent scope modifications authorized by the Authority's Executive Director pursuant to Section 4 above. Final payment will be subject to successful completion of Work Orders' 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 Environmental 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 for approval monthly invoices for the services rendered and expenses incurred pursuant to completion of each task from the Work Order. All invoices shall be on a calendar month basis. Invoices must be submitted to the Authority by the 20th 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 Authority 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 Authority.
- 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 May 29, 2020 Statement of Qualifications,
- B. Fee Schedule, 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.
- F. Work Orders as approved by the Authority’s Board or Executive Director as required by the Authority’s procurement policy .

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”, then to approved Work Orders, as they may be amended.

SECTION 8. DOCUMENTS AND DATA

- A. Consultant will provide the Authority with any and all reports, models, studies, maps or other documents resulting from the HBMP at no cost to the Authority. All original documents prepared by Consultant are instruments of service and shall become property of the Authority. The use of data gathered under the Agreement shall be restricted and limited to the purposes of the Agreement, excluding the data in the public domain, and shall not be used in connection with other contracts or for other clients of Consultant without written permission of the Authority. Consultant will provide the Authority with reproducible copies of all reports and other documents. Copies of electronic media used to store data shall be provided to the Authority in a format suitable for hard copy print out. Reports, documents, and maps obtained from other agencies in the course of executing a Work Order shall be considered the property of the Authority and will be delivered by Consultant to the Authority upon the Authority’s request and/or completion of the Project and the various Work Orders.

- 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 interpretive data models, 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 competency of the original work as used within the Work Orders.
- 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 each Work Order shall bear the certification of a person in the full employment of Consultant or duly retained by Consultant and duly licensed and with current registration in the State of Florida in the appropriate professional category.
- E. Consultant shall make any patentable product or result any Work Order and all information, design, specifications, data, and findings available to the Authority. No material prepared in connection with each Work Order 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 any Work Order pursuant to the Agreement shall be at the risk of the Authority. However, this does not constitute a disclaimer of the competency of the original work as used within each Work

Order. At the Authority's discretion, whenever any renderings, photographs of renderings, photographs of model, or photographs of Work Order products, are released by the Authority for publicity, proper credit for documents 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 term of the Agreement, Consultant agrees to provide the Authority with copies of any additional materials in its possession resulting from the performance of each Work Order at no cost. However, this provision shall not be considered a waiver of any claim of attorney/client privilege to which Consultant is entitled.
- G. Consultant shall not publish, copyright, or patent any of the data furnished or developed pursuant to any assigned Work Order without first obtaining the Authority's written consent.
- H. Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law). In addition to this Agreement's requirements and as required by Section 119.0701(2), Florida Statutes, the Consultant shall (1) keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the cost provided by law; (3) ensure 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 subconsultants 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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 Work Orders in a timely manner and in accordance with the standard of care, skill and diligence customarily provided by an experienced professional organization rendering the same services, and in accordance with sound principles and practices. The Authority shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services called for hereunder, or the character, quality, amount, or value thereof. The decision of the Authority upon all such claims, questions, or disputes shall be reasonable and in adherence with sound principles and practices applicable to the Environmental 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 Work Orders 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 Work Order, or any extensions thereof.
- D. Consultant has familiarized itself with the nature and extent of the Agreement, services expected to be performed under the Agreement, and federal, state and local laws, statutes, rules, regulations, ordinances, orders and decisions, that may affect Consultant's performance of the Agreement.
- E. Consultant has reviewed the Agreement (including its Exhibits) and all available information and data shown or indicated in the Agreement and has given the Authority written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in the Agreement or information or data, and the written resolution thereof by the Authority is acceptable to Consultant.
- F. Consultant shall obtain and review all information and data that relates to each Work Order 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 any Work Order 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 Work Orders 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 services in this Agreement by the Authority, and suspensions, termination, or amendments to any Work Order, shall be in writing.
- B. If Consultant is of the opinion that any service the Authority directs it to perform substantially increases the services of Consultant beyond the original Work Order ("Extra Services"), Consultant shall, within ten (10) days of such direction, notify the Authority in writing of this opinion. The Authority shall, within twenty (20) days after receipt of such notification, fairly judge as to whether or not such service in fact increases the services of Consultant beyond the Work Order 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 any Work Orders are 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 Work Order 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 a Work Order during any period is substantially less than the amount that is necessary to meet the Project schedule, the Authority may require Consultant to take whatever action is necessary, in the opinion of the Authority, to put the 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 subconsultants.
- 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 subconsultants to comply with the terms and conditions of the Agreement or otherwise perform their duties under this Agreement.
- G. If Authority requires Consultant to assist with an audit of Project costs, such assistance shall not be considered Extra Services.

SECTION 12. SUBCONSULTANTS

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 at the Authority's sole discretion. Consultant shall be solely responsible for the employment, direction, supervision, compensation and control of any and all, subconsultants, experts or other persons employed by Consultant. Consultant shall cause all, subconsultants, experts or other persons employed by Consultant to abide by the terms and conditions of the

Agreement and all applicable laws as their services affect the Authority. Consultant shall not permit any subconsultant, supplier or other person or organization to perform services unless such subconsultant, 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 subconsultant 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, subconsultants 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, subconsultants or employees are in any manner agents, subconsultants 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 the 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 the 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 the Authority with thirty (30) days written notice of cancellation and/or restriction.

- C. 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. Consultant shall, upon request by the Authority, deliver to the Authority a copy of each insurance policy purchased by Consultant.
- K. All policies, except for workers' compensation shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of subrogation against the Authority, its 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.
- L. 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.
- M. Consultant shall require each of its subconsultants , 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 subconsultants , 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 subconsultants , 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 subconsultant otherwise the Consultant must provide evidence satisfactory to the Authority that coverage is afforded to the subconsultant 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 seven (7) years from the Effective Date whichever comes first, unless terminated pursuant to the provisions of this Agreement. The Authority shall have the option to extend this Agreement for two (2) additional one (1) year periods upon mutual written agreement of both parties. All Work Orders must be

completed within the nine (9) year contract term, unless the Work Order is unavoidably delayed. A Work Order may not be issued for work that exceeds the contract expiration date.

SECTION 17. TERMINATION OF AGREEMENT BY THE AUTHORITY/SURVIVAL

- A. The Agreement may be terminated by the Authority, with or without cause, upon ten (10) days written notice to the Consultant. Termination will be effective on the date provided in the notice. In the event of termination under this section, the Consultant shall be entitled to compensation for all services provided to the Authority up to the date of termination, which are within a Work Order, and are allowed under this Agreement. If the Agreement is so terminated, Consultant must promptly deliver to the Authority copies of all then completed deliverable items and all tracings, drawings, survey notes and other documents that directly support the deliverables prepared by Consultant.
- B. In the event the Agreement should be terminated by Authority or Consultant, the duties and obligations of Consultant under the following provisions shall survive termination and continue in full force and effect:
1. Section 3(G) and 11(F), regarding Audits;
 2. Section 8, regarding Documents and Data;
 3. Section 15, regarding Indemnification of the Authority;
 4. Section 17, regarding Termination of Agreement by the Authority/Survival;
 5. Section 18, regarding Default/Remedies;
 6. Section 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 Work Order fees 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:
 Janicki Environmental, Inc.,
 1155 Eden Isle Drive NE
 St. Petersburg, Florida 33704
 Attention: Susan Janicki, Director

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 is not connected with nor affects separate agreement(s) arrived at through formal solicitation for 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 Sections 6 and 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:

Susan S. Janicki Date
Director
Janicki Environmental, Inc.

PREPARED BY:

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

EXHIBIT A
(Consultant Fee Schedule)

EXHIBIT B
(Authority Resolution 2018-1 Resolution Establishing Per Diem and Travel Expenses)

EXHIBIT C
(Certificate of Insurance)

TAB B
Work Order No. 1 – HBMP 2020-2021

WORK ORDER No. 1
Peace River Hydrobiological Monitoring Program (HBMP)
Scope of Services – 2020-2021 HBMP

SEPTEMBER 30, 2020

INTRODUCTION

The Authority administers and conducts a hydrobiological monitoring program for the Lower Peace River, including various tributaries of the Peace River and upper Charlotte Harbor, to assess environmental conditions, monitor the health of the Peace River and upper Charlotte Harbor system and the many factors that affect the system. This Hydrobiological Monitoring Program (HBMP) is a continuation of an existing comprehensive environmental study program that meets the requirements of the approved HBMP, and the permitted conditions found in the Peace River Regional Water Supply Facility SWFWMD water use permit No. 20010420.010. As defined by the permit conditions, the primary focus and overall objective of the HBMP is to assess the following key issues:

- Monitor river withdrawals from the Peace River by the Facility and evaluate gaged tributary flows from Joshua, Horse, and Shell Creeks, as well as the primary Peace River flows measured at Arcadia gauge and direct rainfall to the lower Peace River.
- Evaluate relationships between the ecology of the lower Peace River/upper Charlotte Harbor system and freshwater inflows.
- Monitor selected water quality and biological variables in order to determine whether the ecological characteristics of the estuary related to freshwater inflows are changing over time.
- Determine the relative degree and magnitude of effects of Peace River withdrawals by the Facility on ecological changes that may be observed in the lower Peace River/upper Charlotte Harbor estuarine system.
- Evaluate whether consumptive freshwater withdrawals significantly contribute to any adverse ecological impacts to the estuary resulting from extended periods of low freshwater inflows.
- Evaluate whether the withdrawals have had any significant effects on the ecology of the estuary, based on related information such as nutrient loadings, fish abundance, or seagrass distribution data collected as part of other studies conducted by the SWFWMD or other parties.

The primary goal of the HBMP study components is to provide the SWFWMD with sufficient information to determine whether the biological communities of the Lower Peace River/upper Charlotte Harbor system have been, are being, or may be adversely impacted by permitted freshwater withdrawals by the Authority's Facility.

The Authority has entered into a contract with Janicki Environmental, Inc. (Janicki) to provide environmental services related to the Peace River Hydrobiological Monitoring Program. This Work

Order No. 1 is for services associated with the 2020 HBMP annual report and 2020-2021 data collection, and other phases of the HBMP will be defined in separate future Work Orders.

Definitions and Acronyms

The following terms and acronyms are used in this scope of services:

- “Consultant” shall refer to Janicki Environmental, Inc.
- “Authority” shall mean the Peace River Manasota Regional Water Supply Authority
- “HBMP” shall refer to the Authority’s Hydrobiological Monitoring Program
- “MDQS” shall mean the Minimum Data Quality Standards
- “FDEP” shall refer to the Florida Department of Environmental Protection
- “SWFWMD” shall refer to the Southwest Florida Water Management District
- “WIN” shall refer to the FDEP Watershed Information Network environmental database
- “WUP” shall refer to the Authority’s water use permit

SCOPE OF SERVICES

The environmental services to be provided by the Consultant for the Work Order No. 1 – 2020-2021 HBMP include specific tasks and duties to be conducted annually related to the development and completion of each element of the HBMP. Services to be provided by Consultant to the Authority generally consists of, but are not limited to: collection of monthly Lower Peace River and upper Charlotte Harbor HBMP water quality samples at the fixed and moving stations; laboratory analysis of HBMP monthly water samples; Quality Assurance (QA) and Quality Control (QC) of HBMP monthly water quality data; as needed water quality data management and statistical analysis of HBMP data; development of the 2020 HBMP Annual Data Report; annual upload HBMP of data to the Florida Department of Environmental Protection’s STORET / WIN; annual development of the HBMP aerial/satellite photos of the Peace River riparian vegetation and analysis of vegetation data; collect monthly HBMP continuous recorders data in the river; service and maintain the continuous recorders as needed; replace continuous recorders as needed; obtain and review river flow and water quality data from other consultants or agencies as needed to complete the statistical analysis and reports required and any other environmental services required for the implementation of the Authority’s HBMP. A map of the HBMP Area is shown on Figure 1.

This scope of work includes the following tasks:

- **Task 1 – HBMP Project Management**
- **Task 2- Field Sampling and Laboratory Services**
- **Task 3 - Monthly Operation of Eight Existing HBMP Continuous Salinity Recorders Locations**
- **Task 4 - Data Management and Quality Control**
- **Task 5 - Aerial Vegetation Analysis**
- **Task 6 - HBMP 2020 Annual Data Report**

TASK 1 - HBMP PROJECT MANAGEMENT

The Consultant will provide management of all the tasks described above. On a monthly basis, the Consultant will update the Authority's project manager on the progress of the project. This brief summary will include any issues/problems encountered during the prior month, or any notable results obtained since last report and the updated master data set. These progress reports may also include updates on equipment status or repair/replacement needs. Any significant changes in project staffing (project manager, QA officer, etc.) will also be reported. All contractors on the project will be required via the QA plan to submit a contractor form listing staff, and their roles, involved in the project on a semi-annual basis.

TASK 2 – FIELD SAMPLING AND LABORATORY SERVICES

The Consultant will conduct two (2) water quality sampling events per month from November 2020 through December 2021. All sampling will be conducted in accordance with the HBMP QA Plan 2019 Update. This schedule of sample events results in 14 months of sampling and 28 total sampling events.

Water Quality Sampling Event 1 (isohaline-based moving stations) - During approximately the first week of each month, near surface water samples will be collected at four "moving" salinity-based isohaline sampling locations (0, 6, 12, and 20 psu) along a river kilometer centerline running from the imaginary "mouth" of the Peace River upstream to above its junction with Horse Creek, and downstream to Boca Grande Pass and a fixed point (RK 30.7) along the freshwater/saltwater estuarine gradient. All five stations will also be sampled concurrently for *in situ* measurements (Table 1.3).

Water Quality Sampling Event 2 (fixed stations) - Approximately two weeks after Water Quality Sampling Event 1, a second sampling event will be conducted near high tide to collect near surface and near bottom water samples at five fixed-station locations (RK -2.4, RK 6.6, RK 15.5, RK 23.6, RK 30.7) along the estuary transect. These five stations, plus an additional eleven fixed-stations (Figure 1 and Table 1.1) will be sampled for *in situ* measurements during the "fixed" sampling event.

Multiple QA/QC procedures are implemented during pre-mobilization, active field sampling and post-sampling (check lists, instrument calibration and validation, duplicate samples, field blanks, chain of custody, datasheet review, etc.), as detailed in the QA Plan 2019 Update. Sampling issues, questions about sample quality, or other problems that may arise during or after sampling will be communicated to the Consultant and the Consultant will alert to the Authority to any issues requiring immediate response.

In addition to procedures implemented pre-, during, and post-sampling, annual field and laboratory audits will be implemented as described in the QA Plan 2019 Update. This ensures staff remain up to date on current standard operating procedures for the project and under stated guidelines (laboratory certification).

Figure 1

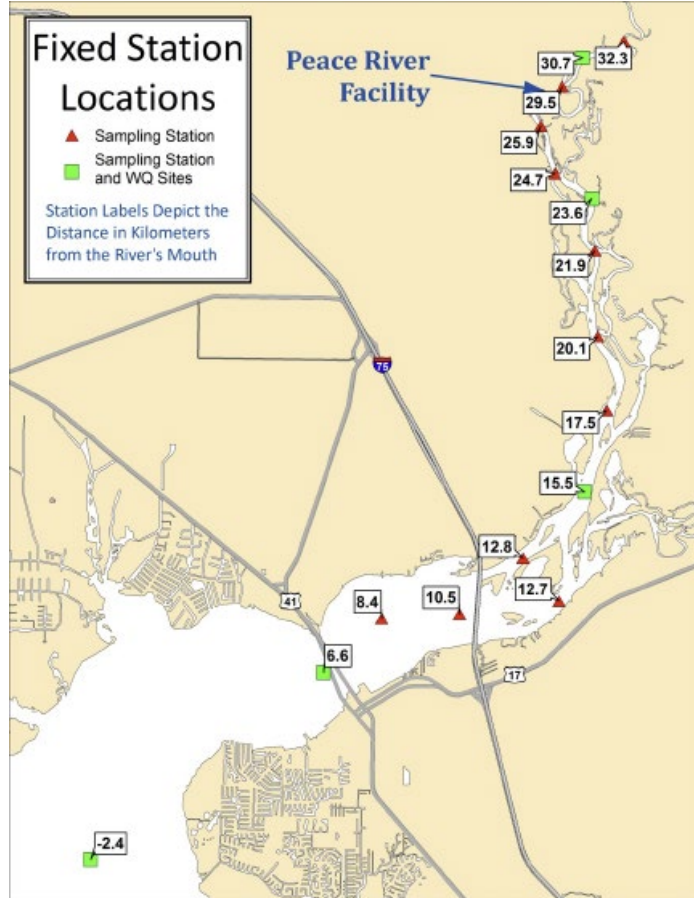


Table 1.1

Table 1.1. Current HBMP fixed sampling locations and type of sampling at each.

Historical Station Number*	River Kilometer	Longitude	Latitude	Surface and Bottom Grab	Vertical Profile	Light Profile
9	-2.4	-82.120804997	26.899462366	X	X	X
10	6.6	-82.060335575	26.943926379	X	X	X
21	8.4	-82.045251812	26.956677340		X	X
11	10.5	-82.024836333	26.957901173		X	X
92 (Shell Creek 9)	12.7	-81.998868748	26.961155578		X	X
22	12.8	-82.008383037	26.971124186		X	X
12	15.5	-81.992389772	26.986902711	X	X	X
23	17.5	-81.986780641	27.006003452		X	X
13	20.1	-81.989252945	27.023380201		X	X
24	21.9	-81.990176913	27.043555811		X	X
14	23.6	-81.991086233	27.055822432	X	X	X
25	24.7	-82.000788033	27.061685745		X	X
15	25.9	-82.004641029	27.072758504		X	X
17	29.5	-81.999043967	27.082132965		X	X
18	30.7	-81.993801633	27.088900987	X	X	X
19	32.3	-81.982998819	27.092769561		X	X

*Station numbers as utilized prior to standardization of stations to river kilometer.

All samples collected during the monthly fixed-station and isohaline-based events will be analyzed for the water quality parameters presented in Table 1.2

Table 1.2

HBMP chemical water quality parameters analyzed in isohaline-based and fixed-station sampling,	
Salinity	Ammonia/Ammonium Nitrogen
Chloride	Total Kjeldahl Nitrogen
Color	Total Nitrogen
Iron	Suspended Solids
Ortho-Phosphorus	Volatile Solids
Nitrate+Nitrite Nitrogen	Chlorophyll <i>a</i>

The RK 30.7 (Station 18) samples collected from the surface on both fixed and moving station sampling events will also be analyzed for the following analytes:

- Potassium
- Total phosphorus
- Sulfate
- Fluoride
- Alkalinity
- TDS
- Sodium

Field blanks and duplicate water chemistry samples will be taken for QA/QC purposes. Water quality samples will be delivered to the laboratory within 12 hours of sampling.

Table 1.3

Monthly Peace River HBMP Chemistry Sample Numbers.				
Sampling Event	Surface Samples	Bottom Samples	Replicates	Blanks
Water Quality Sampling Event 1- Isohaline-based Stations	5		1	1
Water Quality Sampling Event 2 - Fixed Stations	5	5	2	1
Monthly Total	10	5	3	2

In situ water quality profile measurements will be made at all of the fixed and moving station locations and will include temperature, specific conductance, salinity, pH, and dissolved oxygen using a YSI Pro DSS water quality instrument (or similar equipment). These measurements are taken from 0.15 m below surface and at 0.5 m increments until a depth of 0.15 m from bottom has been reached. This device will be calibrated before each use, according to the manufacturer's specifications. In addition, a light profile will be taken using a LICOR photometer or another comparable digital instrument.

A digital and hard copy report detailing the results of each sampling event will be produced and archived.

All samples will be analyzed by a laboratory that is appropriately qualified and with a history of supporting the Authority HBMP (Benchmark). Table 1.4 presents the parameters to be measured and the associated analytical method and method detection limit.

Table 1.4

Water quality parameters and associated analytical method and method detection limit.		
Analyte	Method	Detection Limit
Color	SM2120B	2.5 µg/L
Chloride	EPA 300.0	0.353 mg/L
TSS	SM2540D	0.570 mg/L
Total Volatile Suspended Solids	SM2540E	1.4 mg/L
Nitrate-Nitrite	EPA 353.2	0.004 mg/L
Total Nitrogen	EPA 353.2+ EPA351.2 Calculated Value	0.054 mg/L
Ammonia, Total	EPA 350.1	0.008 mg/L
TKN	EPA 351.2	0.05 mg/L
Ortho-Phosphorus	EPA 365.3	0.002 mg/L
Silica	SM4500-SIO2C	0.053 mg/L
Iron	EPA 200.7	0.029 mg/L
Chlorophyll a, b, c	SM10200H	3.46 µg/L
Potassium	EPA 200.7	0.169 mg/L
Total phosphorus	EPA 365.3	0.008 mg/L
Sulfate	EPA 300.0	0.334 mg/L
Fluoride	EPA 300.0	0.030 mg/L
Alkalinity	SM2320B	0.594 mg/L
TDS	SM2540C	7.26 mg/L
Sodium	EPA 200.7	0.034 mg/L

The laboratory results will be provided to the Consultant on a monthly basis. The laboratory results will be provided to the Consultant on a monthly basis in the form of PDF reports and Excel electronic data deliverables. These raw results are stored in raw format in an annual data folder by the Prime Consultant. Raw results are viewed by the Consultant immediately for any indication of samples out of hold time, etc. Following the monthly QA/QC review (described in Task 4) the monthly data are finalized and appended to the master SAS databases. All data will be shared with the Authority as requested.

Both field and laboratory audits will be conducted to determine and measure compliance with all aspects of the QA/QC Plan. Internal field audits will be performed on a regular basis and problems and/or deficiencies will be noted and improvements addressed. The basis of review will be the SOPs and protocols specified in QA Plan 2019 Update. All field work performed under the HBMP may be subject to on-site systems audits conducted by outside agency staff (potentially the District and/or the Authority). All members of the project team will accommodate such on-site system audits with notice.

The laboratory participates in the Southwest Florida Regional Ambient Monitoring Program (RAMP). The HBMP consultant receives quarterly reports resulting from RAMP meetings that illustrate how lab analyses conducted at the current HBMP laboratory compare with other laboratories in southwest Florida. The HBMP Project QA/QC Officer will meet with the Laboratory Quality Assurance Officer as needed to review any issues that may arise as a result of RAMP. Additionally, the Project QA/QC Officer may conduct an audit to evaluate those components of the laboratory's Comprehensive Quality Assurance Manual pertinent to the HBMP. At that time, any problems or potential deficiencies will be documented and corrective actions addressed.

The Laboratory receives on-site evaluations and/or inspections by the DOH on an annual basis. This is a complete system audit. At the completion of the inspection any deficiencies discovered are noted in writing and corrections documented. Internal performance audits are coordinated by the Laboratory Quality Control Officer to evaluate accuracy of particular chemical analyses. This is to be done by introducing blind samples of known standards (unknown to the analyst) into the normal flow of chemistry analysis and checked for accuracy. External performance audits comprise participation in the EPA Water Supply and Water Pollution evaluation performance studies which are conducted on a semi-annual basis.

TASK 3 - MONTHLY OPERATION OF EIGHT EXISTING HBMP CONTINUOUS SALINITY RECORDERS LOCATIONS

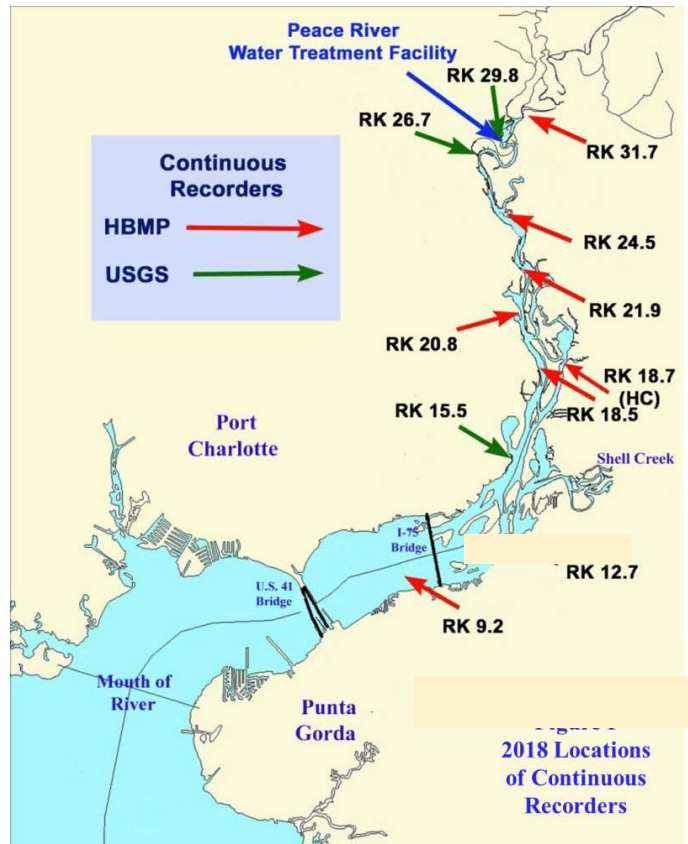
This task entails the estimated monthly effort for the required ongoing maintenance and data collection from the currently installed eight HBMP continuous recorders. All sampling and review of collected data will be conducted in accordance with the HBMP QA Plan 2019 Update. This task includes maintenance and operation of continuous recorders, as well as Manufacturer service and repair of equipment as needed. These sub-tasks are described below.

TASK 3.1 Maintain and Operate Eight Specific Conductance Recorders and Field QAQC, Data QAQC, Database Entry and Data Transmittal

The Consultant will maintain and operate the Authority's 16 existing temperature and specific conductance recorders at eight separate locations (stations) along the lower Peace River HBMP monitoring transect. The continuous recorders are located along the main river channel from approximately a kilometer downstream of the I-75 Bridge to the former Fort Ogden railroad trestle upstream at of the Authority Facility (Figure 2 and Table 2.1).

The recorders will be deployed in the currently installed PVC stilling wells on existing channel markers, speed zone signs, and railroad trestle pilings. All eight recorders will be deployed so that the sensors float just below the water surface (~4 inches) in the stilling wells. The recorders will measure and log temperature, specific conductance, and sensor depth in water at a minimum of an hourly basis (typically 15-minute intervals).

Figure 2



Current locations of eight Authority and three USGS HBMP recorders.

Table 2.1

Table 2.1. Summary current HBMP-operated continuous recorders along the lower Peace River including their river kilometer locations and recorder file name.

Gage ID, Location and Period of Monitoring	Recorder File Name	River Kilometer
RK09 – Navigation Marker south of I75 Bridge – June 2011 to present	9	RK 9.2
RK12 - Manatee Zone Marker near Shell Creek – Jun 2011 to present	12	RK 12.7
RK18 – Channel Marker in Area of Power Lines – June 2011 to present	15	RK 18.5
RK18_HC - Manatee Zone Marker on Hunter Creek - Jun 2011 to present	JL	RK 18.7
RK20 – Channel Marker downstream of Island – June 2011 to present	19	RK 20.8
RK21 - Manatee Zone Marker near Liverpool area - Dec 2005 to present	21	RK 21.9
RK24 - Manatee Zone Marker gage near Navigator Marina - Dec 2005 to present	24	RK 24.5
RK31 - Ft. Ogden Railroad trestle upstream of Facility – May 2008 to present	31	RK 31.7

The sixteen recorders used in this work assignment are owned by the Authority and are shown in Table 2.2. The Consultant will both operate and maintain the recording equipment. The Authority will be responsible for costs related to equipment repair resulting from normal operation and any extensive servicing by the equipment manufacturer, beyond typical maintenance repairs that can be made by the Consultant’s staff. The Consultant will maintain a log of all Authority-owned equipment detailing equipment serial numbers (or other identifying information), operational status (e.g. operational, in need of repair, or non-functioning), and current location (station at which the equipment is deployed, in storage at the Consultants facility, or at manufacturer for repair). The equipment log will be available to the Authority upon request and transmitted to the Authority annually.

Table 2.2

Table 2.2 Authority-Owned Equipment Currently Assigned to this Project and Deployed in the Field or in Consultant Storage Facilities.					
Sonde Serial Number	YSI Equipment Type	Sensor Serial Number	Sensor	Sonde Manufacture Year	Sensor Manufacture Year
08A100973	600 OMS sonde	15A101969	temp/cond is internal	2008	2015
08A100972	600 OMS sonde	08A100457	temp/cond is internal	2008	2008
11F100016	600 XLM sonde	11F101990	temp/cond	2011	2011
11F100018	600 XLM sonde	11F102167	temp/cond	2011	2011
11F100015	600 XLM sonde	11F101990	temp/cond	2011	2011
08A100761	600 XLM sonde	07A100304-RS	temp/cond	2008	2007
06C1909AC	600 XLM sonde	14M100013	temp/cond	2006	2014
06C1909AB	600 XLM sonde	07J100134	temp/cond	2006	2007
06C1909AA	600 XLM sonde	06B2719	temp/cond	2006	2006
11F100020	600 XLM sonde	11F101167-1	temp/cond	2011	2011
11F100017	600 XLM sonde	11F101990-1	temp/cond	2011	2011
11F100019	600 XLM sonde	11F102167-2	temp/cond	2011	2011
08A100760	600 XLM sonde	07M100304-PT	temp/cond	2008	2007
06C1905AA	600 XLM sonde	07L100484-T	temp/cond	2006	2007
06C1905AC	600 XLM sonde	12C100521	temp/cond	2006	2012
06C1909AB	600 XLM sonde	07L100484	temp/cond	2006	2007

Continuous recorder standard operational procedure for a download and maintenance event (typically monthly) are as follows:

- One continuously recording sonde will be deployed at each of the eight monitoring locations
- The sondes will be programmed to record data at 15-minute intervals. (1 hour intervals if projected battery life will not allow a normal 5-week deployment)
- The sondes will be calibrated and programmed to record:
 1. Temperature
 2. Specific Conductance
 3. Salinity (sonde software calculates this from temperature and specific conductance)
- Data will be downloaded monthly by the Consultant unless equipment failure or weather prevents.
- Two complete sets (8) of Authority-owned continuous recorders will be maintained by the Consultant when equipment condition allows.
- When sufficient operational sondes (two complete sets) are available, the Consultant will:
 1. Calibrate a full set (8) of sondes prior to each field download/deployment event
 2. Remove the currently-deployed sondes from the field for post-deployment calibration verification, maintenance, download and storage at a Consultant office
 3. Deploy one of the replacement set of sondes at each of the HBMP stations
- When sufficient replacement sondes are not available (i.e., all sondes are not operating, the Consultant will:
 1. Notify Authority of sonde conditions.

2. Conduct post-deployment calibration and maintenance in the field
 3. Download data in the field
 4. Redeploy the sonde at that station on that same day
- The Consultant will clean and maintain the stilling wells as needed to ensure data quality

The quality assurance, quality control, and validation conducted by the Consultant under this task will rely on pre-deployment calibration procedures and comparison to other YSI sondes (sondes recording in same bucket of water). This will involve tracking pre-calibration variances and post-event verification drift from standard solutions (sondes must read within $\pm 5\%$ of the standard) over time to ensure valid operation of the individual sensors and stilling wells. The tracking will also identify when sensor or accessory performance is beginning to degrade to allow equipment replacement before it affects overall project goals. If sensors begin to regular check near the 5% limit of calibration standard, then sensors are replaced.

The Consultant will maintain an equipment log documenting the location repair history for each of the Authority-owned sondes.

Task 3.2. Manufacturer's Servicing & Repair of Authority-Owned Equipment

The Authority will be responsible for manufacturer's fees related to equipment repair and servicing by the equipment manufacturer. The Consultant will be responsible for coordinating repair and servicing of Authority-owned equipment. The Consultant will request and receive Authority approval before ordering replacement parts for the equipment or sending the equipment to the manufacture for diagnostic assessment, service and/or repairs.

TASK 4 – DATA MANAGEMENT AND QUALITY CONTROL

Task 4.1 Monthly QA/QC Reviews

On a monthly basis, HBMP data will be compiled from the various program elements and include field collected physical and light profile data, lab-analyzed samples' water quality data, and continuously recorded data. Data from each component will undergo quality controls using the software created by previous Authority consultants. Potential outliers of historical ranges, values that vary from expected trends (e.g., increasing salinity with increasing depth), or other possible sources of error will be identified. Values that are flagged as potential anomalies will be verified with the data collector, updated if typographical error occurred, or flagged with comment in the dataset to indicate data to be excluded from further analyses.

The Consultant will maintain the raw data collected under this work assignment in an ACCESS electronic database. Master datasets will be backed up on a minimum of a weekly basis and updated on a warehouse of data on a minimum quarterly basis. If trends in data anomalies are observed (indicating possible changes in lab methods, equipment malfunctions, changing patterns), the Authority project manager will be notified of possible issues, and the data collector/analyzer will be alerted to monitor future collections/analyses.

Monthly datasets, once quality controlled and finalized, will be appended to the master datasets for each sampling element and transmitted to the Authority as requested. The data to be maintained will include the following meta data:

- a description of monitoring activities conducted (e.g., dates of deployment and download),
- descriptions of any problems encountered,
- notes of any unique conditions observed, and
- database-field documentation of data qualification and validity in the electronic copies of the data collected.

Task 4.2 Upload of HBMP data to WIN

Import configurations originally created by the Consultant for upload of Authority data will be verified against current data standards and requirements of WIN. If fields have been added or changed, the configurations will be updated to reflect current standards. Major changes are not anticipated. Coordination with FDEP will occur as needed.

The Consultant will prepare delimited files for WIN upload to FDEP. Software prepared by the Consultant will be used as needed to conform HBMP data to necessary formats, allowable values, etc. for WIN upload. Tables of minimum data quality standards (MDQS) and example files provided by FDEP will be used to ensure all required data fields are provided in proper format.

Station files will be prepared and loaded to WIN. Fixed stations are permanent locations and only need to be loaded the initial year of uploads to WIN. This was completed during the upload of 2017 data. Moving stations, by their nature, change location every month, and thus 4 new stations are created each month of sampling. An import file for the moving stations will be prepared and loaded to WIN. Once loaded, stations must be visually confirmed, one by one, within WIN. Each station is displayed on a map within WIN and will be verified or relocated as needed.

Analytical results will include field data (Hydrolab/YSI) and data provided by the laboratory analyses provided via electronic deliverable. Separate results files will be created for each type of sampling (field vs. lab, etc.).

Once loaded, the data appear in a staging area and various error checks are completed. If the file did not contain errors, the file will show as "Ready for Migration". However, if Basic Validation Errors have occurred, the loader will be directed to view and correct such errors. Once such errors are corrected, Advanced Validation Errors will be shown, if any. The data loader can then correct any further errors, if detected. Any discrepancies resulting from mismatched data entries provided by the entities responsible for the data collection will be verified with the data provider and corrections incorporated into the uploaded dataset. A log will be maintained to track the upload and error correction process.

Once errors of any kind, if detected, are corrected, the data (for a given type: Station, Result) will be migrated from the staging area into WIN. Occasionally, FDEP has questions regarding newly uploaded data. Should this occur, the Consultant will supply any requested information, or provide any corrected data files requested by FDEP and approved by the Authority.

TASK 5 - AERIAL RIPARIAN VEGETATION ANALYSIS

The HBMP requires the Authority to obtain annual aerial imagery in and around the withdrawal point along the Peace River on an annual basis.

Task 5.1 Aerial Imagery Acquisition

The Consultant will coordinate with a third-party vendor to obtain aerial imagery. Imagery will be 1.5m pan-sharpened multi-spectral imagery previously taken from SPOT during the winter months between February 2021 and March 2021. The imagery will have minimal cloud cover (ideally 0%) and will be orthorectified. The defined area of interest is identified in **Figure 4.1** below. The goal of the aerial interpretation is to provide a spatial overview that identifies any changes that support the greater 5-year comprehensive report

Task 5.2 Imagery QC

The Consultant will perform a review of the acquired aerial imagery to identify any apparent image quality issues as well as areas of interest that need to be further investigated.

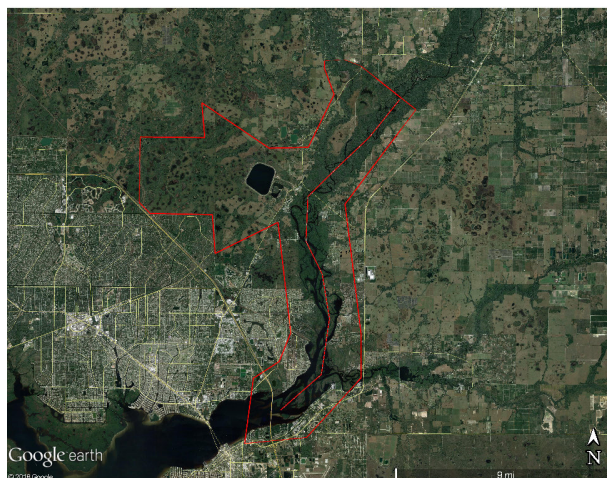
The Consultant will submit three sets of final CDs containing orthorectified imagery as .TIFF files and two high resolution 36"x48" printed maps to the Authority.

Task 5.3 As-needed Ground Truthing

The Consultant may mobilize and field survey areas of interest identified during the QC process if needed. This effort is limited to one 8-hour field effort. If significant issues or changes are identified, the Consultant will discuss the option of implementing an additional SOW to specifically address these items.

Task 5 will be completed to allow sufficient time for the Authority to review the deliverables and Authority submittal to the SWFWMD on October 1, 2021.

Figure 4.1



Proposed area of interest.

TASK 6 - HBMP 2020 ANNUAL DATA REPORT

The Peace River Facility's water use permit requires that the Authority submit to the District an HBMP Annual Data Report summarizing project data in tabular, graphical, and statistical formats. This includes all the data collected in conjunction with the Peace River HBMP during 2020, as well as a comparison with previously collected historical data collected under the Authority's ongoing HBMP.

The consultant will transmit a draft of the Annual Data Report to the Authority for staff comments and edits. As required, the Consultant will submit to the Authority a single hard copy of the Report's Executive Summary for the District's file-of-record and up to an additional 6 copies of the final report on CD in a linked pdf format.

The following presents a draft outline for the upcoming HBMP 2020 Annual Data Report. Delivery of the final report to the Authority is scheduled to occur no later than September 1, 2021. Consultant will also upload the final annual data report (minus raw data sets) to the local Water Atlas operated by USF.

Annual Report Outline

- Acknowledgements
- Executive Summary
- Content
- 1.0 Introduction/Summary
 - 1.1 Report Objectives
 - 1.2 Overview of Results Presented in Previous Comprehensive Summary
HBMP Reports
 - 1.3 2020 Ongoing HBMP Program Study Elements
 - 1.4 Summary of 2020 Results
 - 1.5 Conclusions
 - 1.6 Permanent Data
 - 1.7 Problems Encountered During 2020
- 2.0 Peace River Gaged Flows and Regional Water Supply Facility Withdrawals
 - 2.1 2020 Gaged Flows to the Lower Peace River
 - 2.2 Peace River Facility River Withdrawals
 - 2.3 Comparisons of Peace River Facility and Shell Creek
Facility Withdrawals
 - 2.4 Summary
- 3.0 Physical and Chemical Water Quality Characteristics at "Moving" Isohaline Based Locations
 - 3.1 Introduction
 - 3.3 Overview of 2019 QA Plan Update - "Isohaline" Based Monitoring Methods
 - 3.4 Physical and Water Chemistry Data Collected in the "Moving" Isohaline Locations
 - 3.5 Summary
- 4.0 Physical and Chemical Water Quality Characteristics at "Fixed" Station Locations
 - 4.1 Introduction

- 4.2 Overview of 2019 QA Plan Update - Description of “Fixed” Station Data Collection
- 4.3 Data Collection and Analyses
- 4.4 Results and Conclusions

- 5.0 USGS and HBMP Continuous Recorders
 - 5.1 Introduction and Overview of 2019 QA Plan Update
 - 5.2 Results from USGS Continuous Recorders (2020)
 - 5.3 Results from HBMP Continuous Recorders (2020)
 - 5.4 Summary Comparisons among USGS and HBMP Continuous Recorders

- 6.0 Assessment of Upstream Changes in Water Quality
 - 7.1 TBD by results of data
 - 7.2 Changes in Nutrient Concentrations in the Lower Peace River
 - 7.3 Summary

- 7.0 References

SCHEDULE

The Scope of Services will be delivered over the course of 14 months after being given the notice to proceed. The estimated time required for the completion of each task and the approximate date for distribution of deliverables are as described above in the scope of services.

FEE

Consultant will provide the above described scope of services as requested by the Authority and will invoice monthly based on a percent complete basis for the estimated not to exceed total lump sum cost of \$408,362. The compensation for Tasks 1 through 7 will be a lump sum basis and is broken down by Task in Table 3 below. The owner’s contingency allowance of \$20,000 is being added to the total not to exceed cost. The owner’s contingency allowance is only accessible following prior written approval from the Authority. Consultant’s fee schedule is included as Exhibit A.

Table 3

DESCRIPTION	BUDGET
Task 1 Project Management	\$28,700
Task 2 Field Sampling and Laboratory Services	\$129,122
Task 3 Monthly Operation of Eight Existing HBMP Continuous Salinity Recorders Locations	\$72,450
Task 4 Data Management and Quality Control	\$98,900
Task 5 Aerial Riparian Vegetation Analysis	\$5,740
Task 6 HBMP 2020 Annual Data Report	\$53,450
Task 7 Owner’s Allowance	\$20,000
TOTAL	\$408,362

The above described project task budget is estimated for each task. Each task dollar amount invoiced may be adjusted per task by the Authority Project Manager as long as the total budget amount is not exceeded.

ATTACHMENT A

Consultant's Fee Schedule Form (Labor)

Item	Job Classifications: These job classifications and hourly rates should reflect the Consultant's organizational makeup and will be considered as a part of the selection process. Not all job classifications may be applicable to Consultant team. All current or planned job classifications must be listed on this sheet. Rates are to be fully burdened and shall be inclusive of any associated per diem, incidental and administrative costs.	Fully Loaded Hourly Labor Rates (\$)
1	Project Officer	\$125
2	Project Manager	\$225
3	Principal Scientist/Biologist III	\$265
4	Principal Scientist/Biologist II	\$235
5	Principal Scientist/Biologist I	\$200
6	Senior Environmental Scientist III	\$180
7	Senior Environmental Scientist II	\$165
8	Senior Environmental Scientist I	\$140
9	Environmental Scientist III	\$125
10	Environmental Scientist II	\$115
11	Environmental Scientist I	\$105
12	Sr. Environmental Technician	\$95
13	Environmental Technician	\$85
14	Senior Ecologist	\$180
15	Ecologist	\$140
16	Senior Hydrologist	\$190
17	Hydrologist	\$170
18	Senior Chemist	\$150
19	Chemist	\$120
20	CAD/GIS Manager	\$140
21	CAD/GIS Specialist	\$115
22	Senior Administrative Assistant	\$100
23	Administrative Assistant	\$60

Consultant's Fee Schedule (Equipment)

Item	Equipment Classifications: The Consultant is expected to make a diligent effort to list the various types and sizes of major equipment typical for routine work in the Consultant's area of specialty. This cost information should reflect the equipment the Consultant plans to use if selected and will be considered as a part of the selection process. The absence of any piece of equipment from this list shall not preclude its use.	Fully Loaded Hourly Equipment Rates (\$)
1	All-Terrain Vehicle (ATV)	\$125/day
2	Power Boat & Trailer	\$300/day
3	YSI 650 with 6920 Multi Probe	\$180/day
4	Jon Boat & Trailer	\$100/day
5	Canoe	\$30/day
6	4X4 Truck	\$85/day
7	Vehicle - Standard size	\$40/day
8	DJI Quad Drone	\$300/day
9	RTK-GPS	\$300/day
10	Trimble GPS	\$75/day
11	iPad/Android Tablet + 1m GNSS External Sensor	\$75/day
12	iPad/Android Tablet only	\$50/day
13	Laser Level	\$60/day
14	Garmin GPS or equivalent	\$25/day

Note: Attach as many sheets as needed to completely define the list of equipment classifications and associated rates that apply to the Consultant's general business and that might be incorporated into Work Orders.

Consultant's Fee Schedule (Equipment)

Item	Equipment Classifications: The Consultant is expected to make a diligent effort to list the various types and sizes of major equipment typical for routine work in the Consultant's area of specialty. This cost information should reflect the equipment the Consultant plans to use if selected and will be considered as a part of the selection process. The absence of any piece of equipment from this list shall not preclude its use.	Fully Loaded Hourly Equipment Rates (\$)
1	ISCO 2150 Area Velocity Flow Logger	\$25/day
2	Logging Rain Gage	\$10/day
3	Logging Water Level - Pressure Transducer	\$10/day
4	In-Situ Troll 9500 logging water quality multiprobe	\$200/week
5	YSI Hand-Held Salinity Meter or pH meter	\$30/day
6	Hand-Held Conductivity/Dissolved Oxygen Probe (YSI 85)	\$40/day
7	Water Quality Sonde	\$800/month
8	ISCO 6712 Portable Sampler w/ISCO 2105 Module	\$40/day
9		
10		
11		
12		
13		
14		

Note: Attach as many sheets as needed to completely define the list of equipment classifications and associated rates that apply to the Consultant's general business and that might be incorporated into Work Orders.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
September 30, 2020

CONSENT AGENDA
ITEM 8

Approve Firms for ‘General Professional Engineering Services’

Recommended Action -

Motion to approve recommended list of firms and authorize Executive Director to execute Agreement for General Professional Engineering Services with each respective firm contingent on review by Authority General Counsel.

The Authority’s twelve (12) existing General Professional Engineering services contracts will expire in December 2020. Statements of Qualifications (SOQ’s) were requested in accordance with the Authority’s Procurement Policy and twenty two (22) SOQ’s were received by the August 13, 2020 deadline. All SOQ’s were reviewed and ranked by the Professional Services Evaluation Committee at a public meeting on August 27, 2020. Services performed under these contracts typically include engineering design, treatment process analytical, distribution system analytical, and construction inspection work associated with renewal and replacement projects, repair and maintenance projects and regulatory compliance efforts.

Staff recommends the Authority Board of Directors approve the recommended list of firms below for award of contracts for ‘General Professional Engineering Services’ and authorize the Executive Director to execute Agreement for General Professional Engineering Services with each respective firm contingent on review of contract required documents by Authority General Counsel. Proposed contracts have a three-year initial term with up to two additional one-year extensions. Proposed spending authorization limits are the same as on the previous contracts at up to \$100,000 per Work Order with approval of the Executive Director and up to \$500,000 if approved by the Board. Supporting information is attached.

Firms (listed alphabetically)	Location
AECOM	Fort Myers, FL.
Ardurra	Sarasota, FL.
Black and Veatch	Fort Myers, FL.
Carollo	Sarasota, FL.
DMK Associates	Venice, FL.
Hazen & Sawyer	Sarasota, FL.
HDR	Sarasota, FL.
Johnson Engineering	Port Charlotte, FL.
Kimley Horn	Sarasota, FL.
Mobley Engineering	Norris, TN.
Stantec	Sarasota, FL.
TKW (Conсор)	Fort Myers, FL.
Underwater Engineering Services Inc (UESI)	Fort Pierce, FL.
Wade Trim	Tampa, FL.

Budget Action: No action needed.

Attachments:

- Tab A Staff Memorandum, Supporting Documentation and Professional Services Contract
- Tab B Statements of Qualifications (electronic format)

TAB A
Staff Memorandum, Supporting Documentation and Professional Services Contract

MEMORANDUM

DATE: September 30, 2020

TO: Authority Board of Directors

FROM: Patrick Lehman, Executive Director

RE: Consultant Selection for 'General Professional Engineering Services'

Recommendation

In accordance with the Authority's Procurement Policy the Executive Director is to submit to the Authority Board a short list of firms that are determined to be best qualified based upon the evaluation of the SOQ submittals. Staff recommends that the short list of fourteen (14) firms below be approved by the Board for award of a Contract for 'General Professional Engineering Services' with the Authority.

Recommended Firms (listed alphabetically)	Office Location
AECOM	Fort Myers, FL.
Ardurra	Sarasota, FL.
Black and Veatch	Fort Myers, FL.
Carollo	Sarasota, FL.
DMK Associates	Venice, FL.
Hazen & Sawyer	Sarasota, FL.
HDR	Sarasota, FL.
Johnson Engineering	Port Charlotte, FL.
Kimley Horn	Sarasota, FL.
Mobley Engineering	Norris, TN.
Stantec	Sarasota, FL.
TKW (Conсор)	Fort Myers, FL.
Underwater Engineering Services Inc (UESI)	Fort Pierce, FL.
Wade Trim	Tampa, FL.

Background

The Authority has need to retain firms for General Professional Engineering Services for inspections, hydraulic modeling, sustainability and system resiliency modeling, water quality and process optimization studies, site planning and development work, structural condition assessments, engineering design for small CIP and R&R projects, pipeline realignments, building design including architectural services, permitting services, facility troubleshooting, residuals disposal studies, dive inspection services, reservoir aeration system design, operational data and trend analysis, and any other engineering support needs associated with Authority treatment,

storage and transmission facilities. Assignments under these contracts will typically be associated with work in the Authority’s budget for CIP, Engineering Services and R&R projects.

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

- Executive Director approval of individual work authorizations up to \$100,000. Board consideration/approval would be required for individual work authorizations in excess of this amount.
- Establishes a maximum of \$500,000 per individual work authorizations under the Agreement.
- Assignments under this Agreement are restricted to projects with estimated construction costs less than \$4,000,000.
- Agreement provides a 3-year initial term, with two – one year extensions if mutually agreeable.

The Authority solicited Statements of Qualifications (SOQ’s) for General Professional Engineering Services and twenty-two (22) SOQ’s were timely received on August 13, 2020 from the firms listed in alphabetical order below.

Firms Submitting SOQ listed alphabetically)	Office Location
*AECOM	Fort Myers, FL.
Arcadis	Sarasota, FL.
*Ardurra	Sarasota, FL.
*Black and Veatch	Fort Myers, FL.
*Carollo	Sarasota, FL.
Chen Moore & Assoc. (CMA)	Maitland, FL.
*DMK Associates	Venice, FL.
Freese & Nichols	Tampa, FL.
*Hazen & Sawyer	Sarasota, FL.
*HDR	Sarasota, FL.
Infrastructure Solution Services (ISS)	Sarasota, FL.
*Johnson Engineering	Port Charlotte, FL.
*Kimley Horn	Sarasota, FL.
McKim & Creed	Sarasota, FL.
Mead Hunt	Tampa, FL.
*Mobley Engineering	Norris, TN.
Reiss Engineering	Tampa, FL.
*Stantec	Sarasota, FL.
*TKW (Conсор)	Fort Myers, FL.
*Underwater Engineering Services Inc (UESI)	Fort Pierce, FL.
Veith Engineering & Business Solutions	Sarasota, FL.
*Wade Trim	Tampa, FL.

Asterisk (*) indicates firm on short list

All SOQ's were reviewed and evaluated in accordance with the Authority's Procurement Policy based on criteria including: Consultant competence/qualification/services; similar project experience and past professional accomplishments; project manager qualifications and experience; past performance on Authority projects; and office proximity to Authority service area.

Based on this evaluation, a short list of fourteen (14) firms is recommended for Board approval of Agreements for 'General Professional Engineering Services'.

Supporting documents attached to this memorandum include:

- 1) Request for Statement of Qualifications
- 2) Information Package for General Professional Engineering Services
- 3) Agreement form for General Professional Engineering Services
- 4) Professional Services Evaluation Committee Documents
- 5) Notice of Intended Decision

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
REQUEST FOR STATEMENTS OF QUALIFICATION
for
GENERAL PROFESSIONAL ENGINEERING SERVICES**

The Peace River Manasota Regional Water Supply Authority (Authority) is requesting ‘Statements of Qualifications’ (SOQ) from engineering consultants (Consultant) for the purpose of providing general professional engineering services. Professional engineering services may include, but not be limited to, planning, feasibility studies, water facility design, permitting and permit compliance, construction inspection/management services and system evaluations. Work will be assigned on a project specific basis.

An information packet containing details of the SOQ submittal requirements (Information Package) may be downloaded by visiting the Authority’s website (www.regionalwater.org). The Authority may also use DemandStar, a third-party provider, to distribute proposals. Visit the DemandStar website at www.DemandStar.com for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with the Authority. If encountering any difficulties obtaining the Information Package, contact Rachel Kersten at RKersten@regionalwater.org, or by calling 941-316-1776. Questions regarding this Request for Proposals must be directed by email to Ann Lee at ALee@regionalwater.org no later than 5:00 P.M. Eastern Standard Time on July 28, 2020. All responses to questions and addenda, if applicable, will be posted on the Authority website.

Consultant selection will be in accordance with the Information Package and the Authority’s Procurement Policy (adopted December 5, 2018 or latest revision). Firms desiring to provide these professional services to the Authority must submit ten (10) paper copies (one copy shall be unbound) and one (1) electronic PDF copy on a USB drive of their SOQ in accordance with the requirements contained in the Information Package to the attention of Patrick J. Lehman, Executive Director, at the address below no later than 2:00 P.M. Eastern Standard Time on August 13, 2020:

Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, Florida 34202

Dated this 14th day of July, 2020

Patrick J. Lehman, Executive Director
Peace River Manasota Regional Water Supply Authority

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

REQUEST FOR STATEMENT OF QUALIFICATIONS INFORMATION PACKAGE for GENERAL PROFESSIONAL ENGINEERING SERVICES

The Peace River Manasota Regional Water Supply Authority (Authority) is requesting ‘Statement of Qualifications’ (SOQ) from engineering consultants (Consultant) for the purpose of providing General Professional Engineering Services.

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 seventy (70) miles of large-diameter drinking water transmission system pipelines and associated remote pumping stations and finished water storage tanks in several counties

SCOPE OF SERVICES

General Professional Engineering Services may include, but not be limited to: planning, feasibility studies, water facility design, permitting and permit compliance, construction inspection/management services, and evaluation of water treatment facility and transmission system processes and operations. Work will be assigned on a project specific basis.

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 one million dollars or more. Consultant may not submit a bid if it is on the aforementioned lists. By submitting a proposal, Consultant must certify that it is not on the aforementioned lists.

GENERAL PROJECT SCHEDULE

<u>Milestone</u>	<u>Expected Date of Completion</u>
(1) Advertise for Consultant SOQ	07/14/2020
(2) Final Date for Questions	07/28/2020
(3) SOQ Submittals Due to the Authority	08/13/2020
(4) PSEC ^(a) Meeting	08/27/2020
(5) Consultant Selection by the Authority Board of Directors	09/30/2020

(a) PSEC = Professional Services Evaluation Committee. All PSEC meetings are publicly noticed.

The Authority reserves the right to delay scheduled dates if determined to be in the best interest of the Authority.

CONSULTANT SELECTION PROCESS

The Authority intends to select multiple Consultants to provide General Professional Engineering Services. Consultant selection shall be in accordance with the Section 287.055, Florida Statutes, known as the Consultants' Competitive Negotiation Act, and the Authority's Procurement Policy (adopted December 5, 2018 or latest revision). The Authority's Procurement Policy can be viewed in its entirety on the Authority's website at www.regionalwater.org. Section 5.4 of the Authority's Procurement Policy pertains specifically to Professional Services. A copy of the Authority's standard professional services contract form is included in this information package.

The professional services contract contains minimum insurance requirements that must be satisfied for the contract to be executed by the Authority. 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 SOQ and those included in the Authority's standard professional services contract. Questions and clarification related to this Request for SOQ or the Authority's standard professional services contract, must be submitted to the Authority as described below.

After issuance of this Request for SOQ, 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 SOQ must be presented in writing via email to Ann Lee at ALee@regionalwater.org no later than 5:00 p.m. Eastern Standard Time on July 28, 2020. **Consultants are responsible to review the Authority's website for the Authority's responses to any questions timely submitted.**

STATEMENT OF QUALIFICATION REQUIREMENTS

The SOQs must (at minimum) include the following:

1. Legal name, address, phone number and email of Consultant;
2. List of partners/sub-consultants (if any) who would be utilized on Authority projects;
3. Principal office locations of submitting Consultant and any proposed partners/sub-consultants;
4. Legal form of company, i.e. partnership, corporation, joint venture (if joint venture, identify the members);
5. Copy of Florida Professional Licenses as applicable (business and/or individual);
6. Identification of Consultant's "Project Manager" who is proposed to serve as point of contact for any and all work assigned by the Authority, location of "Project Manager", outline of qualifications and professional experience;
7. Identification, outline of qualifications and professional experience of other key personnel who will be assigned to conduct professional services provided in the Scope of Services section, and the location of the office to which they are assigned;
8. Description and examples of projects completed by Consultant relating to the professional services requested herein, including budget and completion time information;
9. Disclosure of whether Consultant or sub-consultant(s) currently represents Charlotte, DeSoto, Manatee or Sarasota Counties, and/or the City of North Port (Customers), in any capacity, and description of such representation, if applicable;
10. Disclosure of any current litigation the Consultant or sub-consultant(s) is a party to against the Authority or any of the Customers, either directly or indirectly (e.g., retained for testimony and expertise on behalf of any other entity; subpoenaed; etc.) and a description of such litigation, if applicable;
11. Summary and disposition of any individual cases of litigation, judgments and/or legal actions, entered against Consultant or sub-consultant(s) for breach of contract for work performed for any local, state, federal, public or private entity, by any state or federal court, within the last five (5) years;
12. List of at least three (3) clients that are Florida public entities the Authority can contact as references with respect to Consultant's work performance for a project with a similar scope; and
13. Required forms (see copies attached below):
 - Project Manager and Project Team/Key Personnel Form;
 - Signed Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes; and
 - References Form.

Costs and billing rates shall not be submitted with the SOQ.

Two or more Consultants may combine for the purpose of responding to this Request for Statement of Qualifications provided 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 20 one-sided pages for all requested information described herein including the required forms listed in Item 13 above. Front and back covers, transmittal letter, and section dividers are excluded from the 20 page limit. 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 10 paper copies (1 copy shall be unbound) and 1 electronic PDF copy on a USB drive of their SOQ in accordance with the requirements contained in the information package to:

Peace River Manasota Regional Water Supply Authority
Attn: Patrick J. Lehman, Executive Director
SOQ: General Professional Engineering Services
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 Time on August 13, 2020** at the above referenced address. It is the Consultant’s responsibility to assure that its SOQ is delivered to the Authority prior to the above deadline. The Authority will not be responsible for any lost or late arriving proposals sent via the U.S. Postal Service or other delivery services. 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 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.

SOQ EVALUATION CRITERIA

The following factors, with the weighting indicated, will be used to evaluate proposals:

<u>Criteria</u>	<u>Weighting</u>
Consultant (team) Competence/Qualifications/Services	30 points
Similar Experience and Past Professional Accomplishments	30 points
Project Manager Qualifications and Experience	25 points
Consultant (team) past record on Authority Projects	10 points
Office Proximity to Authority Service Area	5 points
TOTAL	100 points

PROCUREMENT POLICY AND BID PROTESTS

Consultant is hereby placed on notice of the existence of the Peace River Manasota Regional Water Supply Authority Procurement Policy, December 2018 (or latest revision) (“Procurement Policy”), and is considered to be on constructive notice of all provisions contained therein. A copy is available at the Authority’s Administrative Office at 9415 Town Center Parkway, Lakewood Ranch, Florida 34202 and on the Owner’s website at www.regionalwater.org. The Authority shall post the intended decision or Board decision on the Authority’s website at www.regionalwater.org. Notwithstanding the Procurement Policy, disputes regarding the bidding process shall be resolved in accordance with section 120.57(3), Florida Statutes. 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 required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

**PROJECT MANAGER AND PROJECT TEAM/KEY PERSONNEL
for
GENERAL PROFESSIONAL ENGINEERING SERVICES**

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

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

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ by _____ of _____, a _____ company organized under the laws of the State of _____, on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public
Name (Printed) _____

My commission expires _____.

(Printed typed or stamped Commissioned name of Notary Public)

REFERENCES

Consultant must provide a minimum of three (3) references that meet the requirements in the Request for Statement of Qualifications.

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: _____

**AGREEMENT FOR GENERAL PROFESSIONAL ENGINEERING SERVICES
BETWEEN PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
AND _____**

The Agreement is made this ____ day of _____, 20__ (“Effective Date”) between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an independent special district created pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes, acting by and through its governing Board of Directors, hereinafter referred to as the “Authority”, whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, and _____, hereinafter referred to as “Consultant”, whose address is _____. Authority and Consultant are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

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 desires to retain a consultant to provide as-need General Professional Engineering Services that may include but are not limited to: planning, feasibility studies, water facility design, permitting and permit compliance, construction inspection/management services, and evaluation of water treatment facility and transmission system processes and operations, with work assigned on a project specific basis; and

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

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

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

SECTION 1. DEFINITIONS

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

- A. "Agreement" – This written document and the Agreement Documents set forth in Section 7 hereof, as it may be amended from time to time.
- B. "As-Needed General Professional Engineering Services" – Professional Engineering services to be provided by Consultant to the Authority from time-to-time, generally consisting of (but not limited to): planning, feasibility studies, water facility design, permitting and permit compliance, construction inspection/management services and evaluation of water treatment facility and transmission system processes and operations.
- C. "Fee Schedule" – Schedule showing billing rates for Consultant's various personnel classifications that serves as a basis for budget development on tasks within the Scope of Services, and which is included as Exhibit "B" in the Agreement.
- D. "Scope of Services" – Specific tasks and duties to be conducted by Consultant within a pre-determined timeframe for a specified fee to meet a defined objective, collectively comprising a Work Order and also known as the "Project".
- E. "System" – All real property, interest in real property, fixtures, personal property, wells, buildings, treatment systems, pumps, pipelines, storage facilities, reservoirs, aquifer

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

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

SECTION 2. ENGAGEMENT OF CONSULTANT

The Authority hereby agrees to engage Consultant, and Consultant hereby agrees to perform As-Needed General Professional Engineering Services as directed by the Authority. Key personnel and sub-consultants/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 sub-consultants/subcontractors must be with equal or more qualified persons, and must be approved by the Authority before a new member works on a Project. Notwithstanding, the Authority and Consultant may assign other individuals to serve as key personnel for particular Work Orders.

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

For each Work Order assigned to the Consultant, the Authority and Consultant shall develop a Scope of Services that will include the project objective, project tasks, deliverables, staffing, performance schedule and estimated costs required to complete the Work Order. Consultant shall

proceed and furnish these services upon authorization by the Authority. Any modification to a Work Order, including a change to the Scope of Services, must be approved in writing by the Authority. In addition to the services set forth in individual Work Orders, the Consultant shall perform the following:

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

- G. The Authority shall have the right during the three (3) year period following the expiration or termination of the Agreement to audit Consultant with regard to any financial matters in connection with the services provided under this Agreement. The requested audit shall be performed by a certified public accountant selected and paid for by the Authority. Consultant shall make all documents and data available to the Authority or its designated auditor. Consultant may have the audit reviewed by Consultant's auditor at Consultant's expense.
- H. Work Orders issued in accordance with this Agreement are limited to projects in which the estimated construction cost of each individual project under the contract does not exceed \$4,000,000 and for a study activity if the fee for professional services for each individual study under this Agreement does not exceed \$500,000.
- I. If applicable, any list of items required to render complete, satisfactory, and acceptable the construction services provided by the Authority for a Work Order must be completed pursuant to Section 218.735, Florida Statutes, as amended.

SECTION 4. THE AUTHORITY'S RESPONSIBILITY

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

- A. To designate the Authority's Executive Director to act on the Authority's behalf with respect to all matters relating to the assigned Work Orders. The Executive Director shall have complete authority to issue Work Order up to the applicable dollar limits established in the Authority's current Procurement Policy; transmit instructions; receive information; approve invoices and authorize payments thereon; and interpret and define Authority's policies and decisions with respect to materials, elements, sub-consultants, key personnel

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

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

SECTION 5. TIME OF PERFORMANCE

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

SECTION 6. COMPENSATION

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

- A. Compensation for each Work Order approved by the Authority Board of Directors or Executive Director pursuant to the Authority's Procurement Policy shall be established based on the Fee Schedule in Exhibit "B" and tasks included in the Scope of Services.

Individual tasks in a Scope of Services may be compensated as either lump-sum or time-and-materials as negotiated between Consultant and the Authority and provided for in the Scope of Services. Final payments in all cases will be subject to successful completion of a Work Order and the Authority's acceptance of tasks and project schedule, in accordance with the terms of this Agreement and the Work Order. The Fee Schedule in Exhibit "B" 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 Work Order activities, and agreed to by the Authority's Executive Director. Expenses, which may be incurred by the Consultant for travel or hotels, must be pre-approved by the Authority's Executive Director and, if pre-approved, will be reimbursed in accordance with Exhibit "C", Authority Resolution 2018-01 *Resolution Establishing Per Diem and Travel Expenses* (or latest revision). This paragraph supersedes any conflicts that may occur with Exhibit "B".
- C. Consultant shall prepare and submit to the Authority's Executive Director for approval monthly invoices for the services rendered and expenses incurred pursuant to completion of each Work Order. All invoices shall be on a calendar month basis. Invoices must be submitted to the Executive Director, or the Executive Director's designee, by the 20th day of the month for work completed the previous month. Payment shall be made in accordance with paragraph A from the date when it is stamped as received by the Authority unless payment is not approved by the Executive Director pursuant to paragraph D. All

invoices shall be accompanied by a report identifying the nature and progress of the services performed and in a format approved by the Executive Director, or the Executive Director's designee.

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

SECTION 7. AGREEMENT DOCUMENTS

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

- A. Consultant's _____, 2020 Statement of Qualifications, attached hereto as Exhibit "A"
- B. Fee Schedule, attached hereto as Exhibit "B",
- C. Authority Resolution 2018-01 *Resolution Establishing Per Diem and Travel Expenses*, (or latest revision) attached hereto as Exhibit "C",
- D. Certificate of Insurance, attached hereto as Exhibit "D", and
- E. Any written amendments, modifications, Work Orders or addenda to the Agreement.

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

SECTION 8. DOCUMENTS AND DATA

- A. Unless otherwise provided by the Authority, Consultant will provide the Authority with hard and electronic copies of any and all reports, models, studies, maps or other documents ("Documents") resulting from a Work Order at no cost to the Authority. All original documents prepared by Consultant are instruments of service and shall be the 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. All electronic copies, including copies of electronic media used to store data, shall be provided to the Authority in a format specified by the Authority that is suitable for hard copy print out. Reports, documents and maps obtained from other agencies in the course of executing a Work Order shall be considered the property of the

Authority and will be delivered by Consultant to the Authority upon the Authority's request and completion of each Work Order.

- B. The documents, drawings, technical data and working papers obtained or generated under the Agreement, including Documents described in A. above, 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 the Authority obtained or generated under the Agreement.
- C. All tracings, plans, specifications, maps, plats, evaluations, reports, models, and technical data, including working papers prepared or obtained under the Agreement, shall become the property of the Authority without restriction or limitation of use, and shall be made available, upon request, to the Authority at any reasonable time. Consultant may retain copies thereof for their files and internal use. Any use by the Authority of such materials obtained under the Agreement for any purpose not within a Work Order pursuant to the Agreement or use of incomplete materials obtained from Consultant by the Authority shall be made at the risk of the Authority and made without liability to Consultant. However, this does not constitute a disclaimer of the professional competency of the original work as used within a Work Order.
- D. All final plans, contract documents, reports and/or such other documents that are required by Florida Law to be endorsed and are prepared by Consultant in connection with a Work Order shall bear the certification of a person in the full employment of Consultant or duly retained by Consultant and duly licensed and with current registration in the State of Florida in the appropriate professional category.

- E. Consultant shall make any patentable product or result of the Work Order and Scope of Services and all associated information, design, specifications, data, and findings available to the Authority. No material prepared in connection with the Work Order 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 the Agreement or any assigned Work Orders. Any use of materials or patents obtained by the Authority under the Agreement for any purpose not within a Work Order pursuant to the Agreement shall be at the risk of the Authority. However, this does not constitute a disclaimer of the professional competency of the original work as used within a Work Order. At the Authority's discretion, whenever any renderings, photographs of renderings, photographs of model, or photographs of the Work Order products 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 term of a Work Order, Consultant agrees to provide the Authority with copies of any documents and additional materials in its possession resulting from the performance of the Agreement or a Work Order at no cost. However, this provision shall not be considered a waiver of any claim of attorney/client privilege to which Consultant is entitled.
- G. Consultant shall not publish, copyright, or patent any of the data furnished or developed pursuant to the Agreement or any assigned Work Order without first obtaining the Authority's written consent.
- H. Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law), as amended. In addition to this Agreement's requirements and as required

by Section 119.0701(2), Florida Statutes, as amended, 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 to Authority 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, as amended, 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, as amended, 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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 Work Orders in a timely manner and in accordance with the standard of care, skill and diligence customarily provided by an experienced professional organization rendering the same services, and in accordance with sound principles and practices. The Authority shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services called for hereunder, or the character, quality, amount, or value thereof. The decision of the Authority upon all such claims, questions, or disputes shall be reasonable and in adherence with sound principles and practices applicable to the professional services.

SECTION 10. CONSULTANT'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Consultant acknowledges and explicitly represents to the Authority the following:

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

- B. In connection with the 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 as provided pursuant to Work Orders may interface with work performed by others;
 3. Utilization of the services under the Agreement for the purposes intended may require that Consultant coordinate the Project with other ongoing projects by the Authority;
 4. During the construction associated with any assigned Work Order, Consultant shall coordinate Work Order tasks with the Authority in order to minimize interference with the Authority's customers; and
 5. Authority may suffer financial loss if the services are not completed within the time periods set forth in a Work Order, or any extensions thereof.
- D. Consultant has familiarized itself with the nature and extent of the Agreement, services expected to be performed under the Agreement, and federal, state and local laws, statutes,

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

- E. Consultant has reviewed the Agreement (including its Exhibits) and all available information and data shown or indicated in the Agreement and has given the Authority written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in the Agreement or information or data, and the written resolution thereof by the Authority is acceptable to Consultant.
- F. Consultant shall obtain and review all information and data that relates to each Work Order 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 each Work Order is of the essence in the Agreement.

SECTION 11. SUSPENSION OF PROJECT – EXTRA SERVICES

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

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

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

assistance that the Authority may request. Such assistance shall constitute Extra Services, unless such claims are caused by the failure of Consultant, its agents, employees, or subcontractors to comply with the terms and conditions of the Agreement or otherwise perform their duties under this Agreement or a Work Order.

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

SECTION 12. SUBCONTRACTORS

Consultant shall not subcontract, assign, or transfer the Agreement or any work or services specifically authorized in the Agreement without the prior written consent of the Authority, which consent may be withheld in the Authority's sole and absolute 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 Work Orders, and all applicable laws as their work or services affect the Authority. Consultant shall not permit any subcontractor, supplier or other person or organization to perform work or services unless such subcontractor, supplier or other person or organization has complied with the workers' compensation insurance requirements contained in Section 14 herein. Nothing in this Agreement shall be construed to create, or be implied to create, any relationship between the Authority and any subcontractor of the Consultant.

SECTION 13. INDEPENDENT CONTRACTOR

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

or Consultant's agents, subcontractors or employees are in any manner agents, subcontractors or employees of the Authority. It is understood and agreed that Consultant is, and shall at all times remain as to the Authority, a wholly independent contractor and that Consultant's obligations to the Authority are solely as prescribed by the Agreement. Nothing contained in this Agreement will be deemed or construed by the Parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between the Authority and the Contractor.

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 subcontractors with 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.
 - c. Consultant(s) must be in compliance with all applicable state and federal workers' compensation laws.
 2. Commercial or Comprehensive General Liability. Coverage must include:
 - a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage.

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

designated for the service of process. Consultant shall provide the Authority with financial information concerning any self-insurance fund insuring Consultant. At the Authority's option, Self-Insurance Fund financial information may be waived.

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

mail. Consultant shall give notice to the Authority within twenty-four (24) hours of any oral or written notice of adverse change, non-renewal or cancellation. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

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

with all of the insurance requirements contained herein relative to each such party.

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 or any Work Order. The execution of the Agreement by Consultant shall obligate Consultant to comply with the foregoing indemnification provision; however, the obligations of ensuring this indemnification must also be complied with as set forth in Section 14 herein. This indemnification shall survive the termination of this Agreement and shall be binding on the Consultant and its successors or assignees.

SECTION 16. TERM OF AGREEMENT

The term of this Agreement is for a period of three (3) years commencing on the Effective Date, unless terminated pursuant to the provisions of this Agreement (“Initial Term”). In addition to the Initial Term, the Authority will have two (2) consecutive options to extend this Agreement for one (1) year each upon mutual written agreement of both Parties. All Work Orders must be completed within the term of this Agreement, unless the Work Order is unavoidably delayed. A Work Order may not be issued for work that exceeds the Agreement expiration date.

SECTION 17. TERMINATION OF AGREEMENT BY THE AUTHORITY/SURVIVAL

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

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

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

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

SECTION 18. DEFAULT/REMEDIES

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

without cause, the Authority's Notice of Termination does not need to describe any terms and conditions with which the Consultant has failed to comply. 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 the debts mature or making an assignment for the benefit of creditors shall constitute a default by Consultant entitling the Authority to terminate this Agreement as set forth above. The Parties agree that this Agreement is an executory contract. If, after termination by the Authority, it is determined that the Consultant was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the Authority. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

- B. Unless specifically waived by the Authority, the Consultant's failure to timely comply with any obligation in this Agreement or Work Order shall be deemed a breach of this Agreement and the expenses and costs incurred by the Authority, including attorney fees and costs, and attorney fees and costs on appeal, due to said breach shall be borne by the Consultant. Additionally, the Authority shall not be limited in recovery by the terms of this Agreement but may avail itself of any and all rights or remedies it may be entitled to under Florida law for any breach of this Agreement.
- C. A waiver, at any time, by the Authority of Consultant's breach of, or default in, any of the terms, provisions and obligations of this Agreement will not be construed to be a waiver of any other terms, provisions and obligations hereof or a waiver of any breach or default other than specifically waived. The Authority's failure at any time to compel a fulfillment

of any one or more of the terms, provisions or obligations under this Agreement will not be construed to be a waiver of Authority's right thereafter to enforce any such right. No waiver by the Authority will be deemed to have been made unless expressed in writing and signed by the Authority.

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. If the Parties cannot agree to such amendments, modifications or supplements to the Agreement, the remainder of the provisions in the Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated.

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

SECTION 22. SUCCESSORS AND ASSIGNS

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

SECTION 23. FORCE MAJEURE

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

SECTION 24. NO THIRD PARTY BENEFICIARY

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

SECTION 25. DISPUTE RESOLUTION

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

SECTION 26. CONTROLLING LAW/ATTORNEY FEE

- A. The Agreement is to be construed and governed in accordance with 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. Consultant hereby expressly waives any right it has to object to the venue of any action commenced in any courts in Manatee County, Florida or 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 at its sole and absolute discretion 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, as amended, 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 amount of the Work Orders resulting from this Agreement and all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of false certification. 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:

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

SECTION 30. EXTENT OF AGREEMENT

- A. The Agreement represents the entire and integrated agreement between the Authority and Consultant and supersedes all prior negotiations, representations or agreement, either written or oral for services under a blanket agreement of this nature. This Agreement in no way is connected with nor affects separate agreement(s) arrived at through formal solicitation for professional services associated with large, dedicated capital improvement projects as may be awarded by the Authority Board of Directors.

- B. Except as is provided for in Section 11 hereof, the Agreement may only be amended, supplemented, modified, changed or cancelled by a written instrument duly executed by both parties.

C. Consultant shall cooperate with the Authority in making any reasonable changes to the Agreement.

SECTION 31. AMENDMENTS

This Agreement may be amended from time to time provided the Authority and the Consultant mutually agree to such amendment, and the amendment is stated in writing, executed by both Parties; provided, however, that Authority may review and modify the terms and conditions of this Agreement at any time during the term as deemed necessary by the Authority for the following reasons including, but not limited to:

- A. Conforming the Agreement to the adoption or revision of Florida Statutes, rules, cases, regulations, and standards that require the modification of the Agreement for compliance; and,
- B. Conforming to the adoption or revision of the Authority's Procurement Policy.

SECTION 32. COUNTERPARTS

The Parties hereto may execute this Agreement in counterparts and such signatures will have the same effect as if signed all at the same time.

SECTION 33. COMPUTATION OF TIME

The time in which any act provided by this Agreement is to be done is computed by excluding the first day and including the last day, unless the last day is Saturday, Sunday or a legal holiday and then it is also extended to the next business day.

SECTION 34. TIME OF ESSENCE

Time is of the essence with respect to each date and time specified in this Agreement by which an event is to occur.

SECTION 35. HEADINGS AND CAPTIONS

All headings and captions in this Agreement are for reference and convenience only and will not be held to modify or affect the substantive terms and provisions of this Agreement in any manner.

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

ATTEST:

**PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY AUTHORITY**

BY: _____

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

WITNESS:

Consultant (name & title) Date

PREPARED BY AND APPROVED
AS TO FORM BY:

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

EXHIBIT A
(Consultant Statement of Qualification)

EXHIBIT B
(Consultant Fee Schedule)

EXHIBIT C

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.

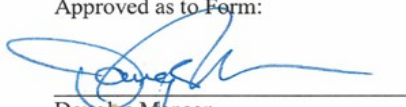
Attest:


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



CERTIFICATE OF LIABILITY INSURANCE

SAMPLEDATE (MM/DD/YYYY)
Date COI created

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 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).

PRODUCER Insurance Agent Company Name	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Insuring Company Name (1)		12345
INSURER B : Insuring Company Name (2)		67890
INSURER C : Insuring Company Name (3)		111213
INSURER D : Insuring Company Name (4)		141516
INSURER E :		
INSURER F :		

COVERAGES CERTIFICATE NUMBER: 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/>			00/00/00	00/00/00	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	\$1,000,000						
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Employee <input checked="" type="checkbox"/> Non-Ownership	<input checked="" type="checkbox"/>					COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	\$1,000,000						
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/>				<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
D	Professional Liability						Each Occurrence Aggregate \$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All policies, except Workers Comp & Professional Liability shall be endorsed to include as Additional Insureds: the Authority, its directors, officers, employees & agents. Commercial (occurrence form) or comprehensive general liability (occurrence form) shall include contractual liability and reference the Agreement for General Professional Engineering Services. 30 Days' Notice of Cancellation wording & endorsement required.

CERTIFICATE HOLDER**CANCELLATION**

Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, FL 34202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
REQUEST FOR STATEMENTS OF QUALIFICATIONS
for
PROFESSIONAL ENGINEERING SERVICES**

MEMORANDUM - ADDENDUM NO. 1

JULY 24, 2020

RESPONSES TO QUESTIONS

1. Question: Which interpretation (below) of ours is correct regarding “The SOQ shall be limited to no more than 20 one-sided pages for all requested information described herein including the required forms listed in Item 13 above.”

Interpretation #1 – 20 one-sided pages that includes the required forms listed in Item 13 above (all inclusive with forms = 20 pages)

Interpretation #2 – 20 one-sided pages for all information described herein and then including the required forms from Items 13 above (20 pages + form pages)

Response: Per page 4 of the SOQ, the response should be limited to no more than 20 one-sided pages for all requested information described herein, including the required forms listed in item 13, which is consistent with your interpretation 1 (above).

2. Question: Could you please give us a list of the firms that currently hold contracts for these services?

Response: The current as-needed Professional Engineering Services contract holders are Aecom, Atkins, Black & Veatch, Jacobs (fka CH2M), DMK, Hazen, HDR, Ardurra (fka King Engineering), Kimley Horn, Stantec, Consor (fka TKW).

3. Question: On page 4 of the SOQ Information Package, it states that the transmittal letter is not included in the 20- page limit. Is there a limit to how many pages the transmittal letter can be (can it be more than one page)?

Response: While the SOQ does not include a limit for the transmittal letter, the PSEC will not consider any information included in the transmittal letter after two (2) pages.

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
REQUEST FOR STATEMENTS OF QUALIFICATIONS
for
PROFESSIONAL ENGINEERING SERVICES**

MEMORANDUM - ADDENDUM NO. 2

JULY 31, 2020

RESPONSES TO QUESTIONS

1. Question: Do you have a list of specific projects you can publish that will be under this GEC?

Response: No. Potential projects could include those relating to planning & feasibility studies, water facility design, permitting and permit compliance, construction inspection/management services, and evaluation of water treatment facility and transmission system processes and operations

2. Question: Do the points for “Consultant Competence/Qualifications/Services” count towards the proposed staff or just for the firm, or both?

Response: The awarded points will be determined at the discretion of the Professional Services Evaluation Committee at their meeting on August 27, 2020.

3. Question: Please confirm that our company/staff/subconsultant licenses and certifications will not be counted towards the twenty (20) page maximum.

Response: Copies of Florida Professional Licenses (business and/or individual) **will** be included in the total page count. Copies of Florida Professional Licenses (business and/or individual) may be reduced in size as long as readability is maintained.

4. Question: One of the evaluation factors is: “Consultant (team) past record on Authority Projects 10 points.” Please clarify how the firms will be given points for this. For example, do we get higher points if we have done work with the Authority or do we get higher points if we have never worked with the Authority?

Response: The awarded points will be determined at the discretion of the Professional Services Evaluation Committee at their meeting on August 27, 2020.

5. Question: Is it okay to include subconsultants for services such as survey, geotechnical, etc.? Or does the Authority prefer to choose those types of firms as-needed depending upon the project at hand?

Response: Subconsultants may be included at the discretion of the prime consultant.

6. Question: Are the required forms included/counted as part of the 20-page limit count? If yes, can we reformat the forms to better fit within the submittal? For example, as long as we provide the requested information, can we fit the references on a single page?

Response: Yes, the required forms are included in the 20-page limit. You may reformat the forms, however the reformatted forms must comply with the minimum 12 point font size requirement and include the same information.

7. Question: If a table of contents is included within the submittal, is that counted as part of the 20-page limit count?

Response: Any table of contents included will not be counted toward the 20-page limit count.

8. Question: Could you please consider and allow for the organizational chart to be on a 11- by 17-inch page?

Response: 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. Please note that an organizational chart is not a requirement under the SOQ minimums listed in the Request for SOQ.

9. Question: Please clarify the difference between the following items, if no difference does the Reference Form suffice for item 12? 12. List of at least three (3) clients that are Florida public entities the Authority can contact as references with respect to Consultant's work performance for a project with a similar scope; and 13. Required forms: References Form.

Response: There is no difference. Respondents may use the required Reference Form to fulfill the requirement for both items.

10. Question: Can we reformat the Reference Form and Project Manager and Project Team/Key Personnel Form as long as we keep the required information?

Response: You may reformat the forms, however the reformatted forms must comply with the minimum 12 point font size requirement and include the same information.

11. Question: May we please use slight variations in color of black text requirements, so long as the materials are readable?

Response: The use of color for graphics/charts or to differentiate headings is acceptable.

12. Question: Can captions and graphical text be smaller than 12 point font as long as it is readable?

Response: Text within graphics, charts and call out boxes must be a minimum of 10-point font.

13. Question: Are both business and individual professional engineering licenses required? RFP: 5. Copy of Florida Professional Licenses as applicable (business and/or individual).

Response: Yes, however copies of Florida Professional Licenses (business and/or individual) may be reduced in size as long as readability is maintained.

14. Question: Requirement 3: Should our local office serving the Authority along with our Corporate office information be provided?

Response: You may include the information for both offices, provided that there is an indication of the office location(s) where the “Project Manager” and other key personnel are assigned to.

15. Question: Requirement 5: Should licenses be provided for subconsultants in addition to the Prime? (Business and Individual).

Response: Yes, please include business and professional licenses as appropriate for any named subconsultants.

16. Question: Does the Authority plan to establish a short-list and request interviews or presentations prior to selecting the consultants?

Response: The Professional Services Evaluation Committee will rank and recommend a list of consultants to the Executive Director for continuing services contracts, and the Executive Director will make recommendation to the Authority Board for consideration. Interviews will not be conducted unless requested by the Board.

17. Question: Would an electronic signature be acceptable for the transmittal letter.

Response: Yes.

18. Question: Do we need to include a copy of the addendums in the response? If so, will this count towards the page limit?

Response: You do not need to include copies of the addendums within the response.

19. Question: Are you looking for additional project experience sheets in addition to the three reference projects?

Response: Respondents may include any project experience information they believe applicable (within the page limitations of the SOQ) for consideration by the Professional Services Evaluation Committee.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Hon. Priscilla Trace
Manatee County

Hon. Ken Doherty
Charlotte County

Hon. Elton A. Langford
DeSoto County

Hon. Alan Maio
Sarasota County

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

DATE: July 13, 2020

TO: Ann Lee, Finance and Administration Manager

FROM: Patrick Lehman, Executive Director

RE: Professional Services Evaluation Committee - Continuing Professional
Engineering Consulting Services

Pursuant to the Authority's procurement policy Section 5.4, the following individuals are designated to serve on the Professional Services Evaluation Committee (PSEC) for the reference project:

Mike Coates	Chair of the PSEC
Kevin Morris	Committee Member
Terri Holcomb	Committee Member
Richard Anderson	Committee Member
Ford Ritz	Committee Member

Ann Lee is designated as the Authority's project contact responding to questions and information queries about the July 14, 2020 Request for Statements of Qualifications. Statements of Qualifications are due from interested Consultants on August 13, 2020. The PSEC public meeting to review the SOQ's will be held at the Authority's Water Quality Training Center on August 27, 2020.

NOTICE OF MEETING

The **Peace River Manasota Regional Water Supply Authority** announces the following meeting to which the public is invited.

DATE AND TIME: Thursday, August 27 @ 10:45 a.m.

PLACE: Peace River Facility, Water Quality/Training Building, 8998 SW County Road 769, Arcadia, FL 34269

PURPOSE: The Professional Services Evaluation Committee will meet to evaluate and rank the Statement of Qualifications submitted for Continuing General Professional Engineering Services. A copy of the agenda is available at www.regionalwater.org or by contacting the Peace River Manasota Regional Water Supply Authority located at 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, by telephone (941) 316-1776 or email peacriver@regionalwater.org. Persons with disabilities who need assistance may call (941) 316-1776 at least two business days in advance to make appropriate arrangements.



SELECTION COMMITTEE MEETING

REQUEST FOR STATEMENT OF QUALIFICATIONS General Professional Engineering Services

August 27, 2020 @ 10:45AM
8998 SW County Road 769, Arcadia, FL 34269

AGENDA

SELECTION COMMITTEE MEMBERS

Miche Coates, Deputy Director (PRMR) S
Kevin Morris, Projects Engineering Manager (PRMR) S
Terri Holcomb, Resource Management Planning Manager
Richard Anderson, Systems Operations Manager
Dord Rit, Project Engineer III (PRMR) S

FIRMS SUBMITTING SOQs (Submittal Date: August 13, 2020 @ 2:00 PM)

ECOM
Arcadis
Ardurra
Jacob Veatch
Carollo
Cohen Moore Assoc. (CM)
DM
Creese Nichols
Hazen Sawyer
HDR
Infrastructure Solution Services (ISS)
Johnson Engineering
Jolley Horn
McIntire Creed
Mead Hunt
Moley Engineering
Reiss Engineering
Stantec
TSC Consort
Underwater Engineering Services Inc (ESI)
Veit Engineering Business Solutions
Vade Tri

CALL TO ORDER

PUBLIC COMMENTS

REVIEW SOQ REQUIREMENTS AND SCOPE

DISCUSSION OF SOQ SUBMITTALS

RANK FIRMS

ADJOURN

Peace River Manasota Regional Water Supply Authority
 Request for SOQs: As Needed Professional Engineering Services
 PSEC Meeting: August 27, 2020 @ 10:45am
 8998 SW CR 769, Arcadia, FL 34269

CONSULTANT	CRITERIA					TOTAL	
	1 (30 points)	2 (30 points)	3 (25 points)	4 (10 points)	5 (5 points)	100	
AECOM	25.8	26.0	22.8	8.8	4.2	87.6	⑨
Arcadis	24.4	24.8	21.4	1.8	4.8	77.2	
Ardurra	27.6	27.2	21.4	9.4	4.6	90.2	④
Black & Veatch	27.4	27.4	23.0	9.6	4.0	91.4	③
Carollo	25.6	26.2	21.8	6.4	5.0	85.0	⑫
Chen Moore & Assoc. (CMA)	21.0	20.8	19.0	1.0	3.0	64.8	
DMK	25.2	25.4	21.8	9.0	5.0	86.4	⑩
Freese & Nichols	23.6	23.8	21.0	2.2	3.6	74.2	
Hazen & Sawyer	28.2	27.8	24.6	9.8	4.8	95.2	①
HDR	28.4	28.2	21.0	10.0	4.8	92.4	②
Infrastructure Solution Services (ISS)	21.2	20.8	19.4	2.4	5.0	68.8	
Johnson Engineering	25.6	25.4	23.6	9.6	4.8	89.0	⑤
Kimley Horn	26.2	26.0	24.0	6.6	4.8	87.6	⑦
McKim & Creed	25.0	25.4	21.4	3.0	4.6	79.4	
Mead Hunt	23.2	23.8	22.4	1.8	3.8	75.0	
Mobley Engineering	26.6	26.6	23.4	9.6	1.4	87.6	⑧
Reiss Engineering	25.4	24.8	22.0	3.8	3.8	79.8	
Stantec	26.0	26.0	21.8	9.0	5.0	87.8	⑥
TKW (Conzor)	22.6	24.8	22.0	9.0	3.8	82.2	⑬
Underwater Engineering Services Inc (UESI)	26.2	26.6	21.6	9.2	2.2	85.8	⑪
Veith Engineering & Business Solutions	22.2	21.8	22.4	5.6	5.0	77.0	
Wade Trim	25.2	25.0	26.4	6.2	3.8	80.6	⑭

Criteria:

- 1 Consultant Competence/Qualifications/Services
- 2 Similar Experience & Past Professional Accomplishments
- 3 Project Manager Qualifications & Experience
- 4 Consultant Past Record on Authority Projects
- 5 Office Proximity to Authority Service Area

Member Signatures:


 Mike Coates, Deputy Director


 Kevin Morris, Projects & Engineering Manager


 Terri Holcomb, Resource Management & Planning Manager


 Richard Anderson, Systems Operations Manager


 Ford Ritz, Project Engineer III



Peace River Manasota

Regional Water Supply Authority

SELECTION COMMITTEE MEETING REQUEST FOR STATEMENT OF QUALIFICATIONS General Professional Engineering Services

August 27, 2020 @ 10:45 AM
8998 SW County Road 769, Arcadia, FL 34269

SIGN IN SHEET

Name	Signature
Lavene Brubaker - consort eng	
Ford Rio	Ford Rio
Dwyn Howell	
Ernie Miller	ISS
Bob [unclear]	
Ryan Messer	R Messer
Ronald Cavaleri	
Erik Howell	
KEVIN MARRIS	
TERRY HALCOMB	
Sam Stone	Sam Stone
RICHARD ANDERSON	
CHRIS ROGERS	Chris Rogers
MIKE COATE	

**NOTICE OF INTENDED DECISION FOR AWARD OF CONTRACTS -
GENERAL PROFESSIONAL ENGINEERING SERVICES**

Recommended Action - **Motion** to approve list of firms and authorize the Executive Director to execute agreements for General Professional Engineering Services with each respective firm contingent on review by Authority General Counsel.

Statements of Qualification were requested from consultants for the purpose of providing ‘General Professional Engineering Services’ in accordance with the Authority’s Procurement Policy. Twenty-two (22) Statements of Qualification were timely received by the August 13, 2020 submittal deadline and were evaluated and ranked by the Authority’s Professional Services Evaluation Committee (PSEC) in accordance with the Authority Procurement Policy.

Staff recommends that the Authority Board of Directors approve the PSEC ranking and recommended list of firms below for award of a continuing services contract for ‘General Professional Engineering Services’ at the Authority Board Meeting on September 30, 2020.

Firms (listed alphabetically)	Office Location
AECOM	Fort Myers, FL
Ardurra	Sarasota, FL
Black & Veatch	Fort Myers, FL
Carollo	Sarasota, FL
DMK Associates	Venice, FL
Hazen & Sawyer	Sarasota, FL
HDR	Sarasota, FL
Johnson Engineering	Port Charlotte, FL
Kimley Horn	Sarasota, FL
Mobley Engineering	Norris, TN
Stantec	Sarasota, FL
TKW (Conсор)	Fort Myers, FL
Underwater Engineering Services Inc (UESI)	Fort Pierce, FL
Wade Trim	Tampa, 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.

Peace River Manasota Regional Water Supply Authority
 Request for SOQs: As Needed Professional Engineering Services
 PSEC Meeting: August 27, 2020 @ 10:45am
 8998 SW CR 769, Arcadia, FL 34269


CONSULTANT	CRITERIA					TOTAL	
	1 (30 points)	2 (30 points)	3 (25 points)	4 (10 points)	5 (5 points)	100	
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Johnson Engineering	25.6	25.4	23.6	9.6	4.8	89.0	⑤
Kimley Horn	26.2	26.0	24.0	6.6	4.8	87.6	⑦
McKim & Creed	25.0	25.4	21.4	3.0	4.6	79.4	
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Reiss Engineering	25.4	24.8	22.0	3.8	3.8	79.8	
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Wade Trim	25.2	25.0	26.4	6.2	3.8	80.6	⑭

Criteria:

- 1 Consultant Competence/Qualifications/Services
- 2 Similar Experience & Past Professional Accomplishments
- 3 Project Manager Qualifications & Experience
- 4 Consultant Past Record on Authority Projects
- 5 Office Proximity to Authority Service Area

Member Signatures:


 Mike Coates, Deputy Director


 Kevin Morris, Projects & Engineering Manager


 Terri Holcomb, Resource Management & Planning Manager


 Richard Anderson, Systems Operations Manager


 Ford Ritz, Project Engineer III

TAB B
Statements of Qualification Received (electronic format)

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
September 30, 2020

CONSENT AGENDA
ITEM 9

Approve Firms for ‘General Environmental Services’

Recommended Action -

Motion to approve recommended list of firms and authorize Executive Director to execute Agreement for General Environmental Services with each respective firm contingent on review by General Counsel.

The Authority’s five (5) existing General Environmental Services contracts will expire in December 2020. Statements of Qualifications (SOQ’s) were requested in accordance with the Authority’s Procurement Policy and thirteen (13) SOQ’s were received by the August 13, 2020 deadline. All SOQ’s were reviewed and ranked by the Professional Services Evaluation Committee at a public meeting on August 27, 2020. Services under these contracts typically include environmental monitoring, sampling and data analysis, maintenance of mitigation areas, and compliance efforts and reports supporting environmental permits.

Staff recommends the Authority Board of Directors approve the recommended list of firms below for award of contracts for ‘General Environmental Services’ and authorize the Executive Director to execute Agreement for General Environmental Services with each respective firm contingent on review of contract required documents by Authority General Counsel. Proposed contracts have a three-year initial term with up to two additional one-year extensions. Proposed spending authorization limits are the same as on the previous contracts at up to \$100,000 per Work Order with approval of the Executive Director and up to \$500,000 if approved by the Board. Supporting information is attached.

Firms (listed alphabetically)	Office Location
Atkins	Sarasota, FL
Earth Balance	North Port, FL
Environmental Science Associates (ESA)	Sarasota, FL
Janicki Environmental	St. Petersburg, FL
Johnson Engineering	Port Charlotte, FL
Vanasse Hangen Brustlin, Inc. (VHB)	Sarasota, FL

Budget Action: No action needed.

Attachments:

Tab A Staff Memo, Supporting Documentation and Agreement for General Environmental Services
Tab B Statements of Qualifications in Electronic Format

**Staff Memo, Supporting Documentation and Agreement for General Environmental
Services**

TAB A

MEMORANDUM

DATE: September 30, 2020
TO: Authority Board of Directors
FROM: Patrick Lehman, Executive Director
RE: Consultant Selection for 'General Environmental Services'

Recommendation

In accordance with the Authority's Procurement Policy the Executive Director is to submit to the Authority Board a short list of firms that are determined to be best qualified based upon the evaluation of the SOQ submittals. Staff recommends that the short list of six (6) firms below be approved by the Board for award of a Contract for 'General Environmental Services' with the Authority.

Short List of Recommended Firms (listed Alphabetically)	Office Location
Atkins	Sarasota
Earth Balance	North Port
Environmental Science Associates (ESA)	Sarasota
Janicki Environmental	St. Petersburg
Johnson Engineering	Port Charlotte
Vanasse Hangen Brustlin Inc. (VHB)	Sarasota

Background

The Authority has need to retain firms for General Environmental Services for water quality monitoring, monitoring of wetlands, rivers and estuarine systems, design, maintenance and management of mitigation sites, feasibility studies, permitting, environmental services during construction and general ecological system evaluations associated with Authority facilities. Assignments under these contracts will typically be the work in the Authority's budget for Reservoir Permit Monitoring, Reservoir Mitigation Area Management, Environmental Services, Watershed Programs, RV Griffin Land Management, and R&R projects.

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

- Executive Director approval of individual work authorizations up to \$100,000. Board consideration/approval would be required for individual work authorizations in excess of this amount.
- Establishes a maximum of \$500,000 per individual work authorizations under the Agreement.

- Assignments under this Agreement are restricted to projects with estimated construction costs less than \$4,000,000.
- Agreement provides a 3-year initial term, with two – one year extensions if mutually agreeable.

The Authority solicited Statements of Qualifications (SOQ's) for General Environmental Services and thirteen (13) SOQ's were timely received on August 13, 2020 from the firms listed in alphabetical order below.

Firms Submitting SOQ listed alphabetically)	Office Location
Atkins*	Sarasota
Bio-Tech Consulting	Tampa
Earth Resources Consulting Scientists	Tampa
Earth Balance*	North Port
Environmental Consulting & Technology, Inc. (ECT)	Sarasota
Environmental Science Associates (ESA)*	Sarasota
GPI	Tampa
Janicki Environmental*	St. Petersburg
Johnson Engineering*	Port Charlotte
PSG	Tampa
Quest Ecology	Wimauma
Stantec	Sarasota
Vanasse Hangen Brustlin, Inc. (VHB)*	Sarasota

Asterisk (*) indicates firm on short list

All SOQ's were reviewed and evaluated in accordance with the Authority's Procurement Policy based on criteria including: Consultant competence/qualification/services; similar project experience and past professional accomplishments; project manager qualifications and experience; past performance on Authority projects; and office proximity to Authority service area.

Based on this evaluation a short list of six (6) firms is recommended for Board approval of Agreements for 'General Environmental Services'.

Supporting documents attached to this memorandum include:

- 1) Request for Statement of Qualifications
- 2) Information Package for General Environmental Services
- 3) Agreement form for General Environmental Services
- 4) Professional Services Evaluation Committee Documents
- 5) Notice of Intended Decision

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
REQUEST FOR STATEMENTS OF QUALIFICATION
for
GENERAL ENVIRONMENTAL SERVICES**

The Peace River Manasota Regional Water Supply Authority (Authority) is requesting ‘Statements of Qualifications’ (SOQ) from environmental consultants (Consultant) for the purpose of providing general environmental services. General Environmental Services may include, but not be limited to, water quality and/or environmental monitoring of uplands, wetlands, river, and estuarine systems, design, maintenance and management of mitigation sites, feasibility studies, permitting, environmental services during construction and general ecological system evaluations. Work will be assigned on a project specific basis.

An information packet containing details of the SOQ submittal requirements (Information Package) may be downloaded by visiting the Authority’s website (www.regionalwater.org). The Authority may also use DemandStar, a third-party provider, to distribute proposals. Visit the DemandStar website at www.DemandStar.com for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with the Authority. If encountering any difficulties obtaining the Information Package, contact Rachel Kersten at RKersten@regionalwater.org, or by calling 941-316-1776. Questions regarding this Request for Proposals must be directed by email to Ann Lee at ALee@regionalwater.org no later than 5:00 P.M. Eastern Standard Time on July 28, 2020. All responses to questions and addenda, if applicable, will be posted on the Authority website.

Consultant selection will be in accordance with the Information Package and the Authority’s Procurement Policy (adopted December 5, 2018 or latest revision). Firms desiring to provide these professional services to the Authority must submit ten (10) paper copies (one copy shall be unbound) and one (1) electronic PDF copy on a USB drive of their SOQ in accordance with the requirements contained in the Information Package to the attention of Patrick J. Lehman, Executive Director, at the address below no later than 2:00 P.M. Eastern Standard Time on August 13, 2020:

Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, Florida 34202

Dated this 14th day of July, 2020

Patrick J. Lehman, Executive Director
Peace River Manasota Regional Water Supply Authority

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
REQUEST FOR STATEMENTS OF QUALIFICATIONS
for
ENVIRONMENTAL SERVICES**

MEMORANDUM - ADDENDUM NO. 1

JULY 24, 2020

RESPONSES TO QUESTIONS

1. Question: Please explain how the 5 points for “office proximity to Authority Service Area” is determined? Does the Prime’s office need to be within a certain number of miles from the service area to be awarded the 5 points? Is the location of subconsultant’s office considered? Will between 1- 5 points be awarded based on distance?

Response: The awarded points will be determined at the discretion of the Professional Services Evaluation Committee at their meeting on August 27, 2020.

2. Question: Can project references from subconsultants as well as the Prime consultant be used?

Response: Pursuant to Item 8 of the Statements of Qualifications requirements, the description and examples of projects are those completed by the Consultant (primary).

3. Question: Are there any incumbent firms for this contract with the Authority?

Response: Yes. Incumbent firms include Atkins, EarthBalance, Janicki Environmental and Stantec,

4. Question: How many firms does the Authority intend to select for this contract?

Response: The Authority intends to select multiple Consultants to provide General Environmental Services. Consultant selection shall be in accordance with Section 3 of the Authority’s Procurement Policy(adopted December 5, 2018 or latest revision). The Professional Services Evaluation Committee will review and recommend the firms for inclusion in the Authority’s consulting library at their meeting on August 27, 2020. Please note that recommendations are subject to approval by the Executive Director and Authority Board of Directors.

5. Question: On page 4 of the SOQ Information Package, it states that the transmittal letter is not included in the 20- page limit. Is there a limit to how many pages the transmittal letter can be (can it be more than one page)?

Response: While the SOQ does not include a limit for the transmittal letter, the PSEC will not consider any information included in the transmittal letter after two (2) pages.

6. Question: Would resumes be included in the 20-page limit?

Response: Yes, per page 4 of the Request for Statements of Qualification, all of the information requested herein shall be limited to no more than 20 one-sided pages; excluding front & back covers, transmittal letter & section dividers.

7. Question: The SOQ Information Package states on page 4 that font must be no smaller than 12 point, does this apply to graphics and tables, or just font within the general text?

Response: Text within graphics and tables must be a minimum of 10-point font.

8. Question: On page 3 of the SOQ Information package, numbers 8, 12, and 13 all denote the need for required reference information. Will filling out the Reference form for each of the 3 required references also fulfill the request for information in numbers 8 and 12, or do we need to include project reference information in the text as well as on the form?

Response: Completing the reference form shall fulfill the request for the information required for items 12 (*List of at least three (3) clients that are Florida public entities the Authority can contact as references with respect to Consultant's work performance for a project with a similar scope*) and 13 (*References Form*).

9. Question: RFQ page 3 – SOQ Requirements, Item 9 – Disclosure. We do not anticipate a conflict of interest in our firm pursuing this contract, however, could the Authority please clarify Item 9 on this page? Is the intent for us to share a list of projects recently or currently performed within these Counties, or perhaps the Authority is simply confirming that our staff is not currently or recently employed by these Counties. Please clarify/confirm.

Response: Item 9 of the SOQ requirements states “*Disclosure of whether Consultant or sub-consultant(s) currently represents Charlotte, DeSoto, Manatee or Sarasota Counties, and/or the City of North Port (Customers), in any capacity, and description of such representation, if applicable;*”. For this item, the Authority is requesting that all respondents disclose any current contractual obligations with the above referenced entities, for example, as-needed continuing services, capital projects, studies, master plans. This is not intended to be a detailed list of current obligations, but an overall statement and brief description of the current projects/work for each named entity, if applicable.

10. Question: Could the Authority please clarify how will subsequent contract(s)/projects/task orders be awarded should we be selected as preferred consultant as a result of this SOQ?

Response: The Authority intends to select multiple Consultants to provide General Environmental Services. Typically, work orders are assigned to Consultants in our library based on the judgement of the project manager.

11. Question: Who is the incumbent for this contract?

Response: The current contract holders under the Authority's as needed environmental services are: Atkins, EarthBalance, Janicki Environmental, Stantec & VHB.

12. Question: RFQ page 4. We understand the body text font request is 12-point minimum, however, for graphics, tables, and call out/captions, may we use a font size of 9 or 10 pt font?

Response: Text within graphics and tables must be a minimum of 10-point font.

13. Question: RFQ page 4. We understand the Authority has requested 10 paper copies. In light of the ongoing COVID-19 pandemic and modified office operations, would the Authority consider receiving electronic response via email or e-portal instead?

Response: There are no changes to the stipulated submittal procedures.

14. Question: RFQ page 4 Evaluation Criteria. Could the Authority please clarify how consultant(s) might receive a full 10 and 5 point score for past record with Authority Projects and Office Proximity, respectively?

Response: The awarded points will be determined at the discretion of the Professional Services Evaluation Committee at their meeting on August 27, 2020.

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
REQUEST FOR STATEMENTS OF QUALIFICATIONS
for
ENVIRONMENTAL SERVICES**

MEMORANDUM - ADDENDUM NO. 2

JULY 31, 2020

RESPONSES TO QUESTIONS

1. Question: On page 3, requirement #5 requests copies of Florida Professional Licenses as applicable (business and/or individual). Is it acceptable to provide a list of each key team member's applicable licenses and registrations? Or does the client require photocopies of each individual staff member's licenses and registrations?

Response: Applicable business and/or individual professional licenses should be included for the Project Manager as well as any named party/business listed on the Project Team/Key Personnel form. Copies of licenses (business and/or individual) may be reduced in size with multiple licenses per page as long as readability is maintained.

2. Question: Are the forms excluded from the page limit?

Response: No, the required forms are included in the 20-page limit.

3. Question: Are graphics excluded from the font size restriction or are they also required to be a 12pt minimum?

Response: Text within graphics and tables must be a minimum of 10-point font.

4. Question: In the SOQ for General Environmental Services, page 4 of the RFQ states that the package should be labeled "SOQ: General Professional Engineering Services." Which name for the SOQ package should be used?

Response: Please note that "Engineering" was a typo and all submittals under this SOQ should be labeled as "SOQ: General Environmental Services."

5. Question: Do you want resumes to be included for the Project Manager and Key Staff? If so, do resumes count toward the 20-page count limit?

Response: The SOQ minimums require the identification & outline of qualifications and professional experience for the Project Manager as well as key personnel who will be assigned to conduct professional services (items 6 & 7). A "resume" is not required as long as the requirements outlined are still met. If formal resumes are included, they will count toward the 20-page count limit.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

REQUEST FOR STATEMENT OF QUALIFICATIONS INFORMATION PACKAGE for GENERAL ENVIRONMENTAL SERVICES

The Peace River Manasota Regional Water Supply Authority (Authority) is requesting ‘Statement of Qualifications’ (SOQ) from Environmental consultants (Consultant) for the purpose of providing General Environmental Services.

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 seventy (70) miles of large-diameter drinking water transmission system pipelines and associated remote pumping stations and finished water storage tanks in several counties

SCOPE OF SERVICES

General Environmental Services may include, but not be limited to: water quality and/or environmental monitoring of uplands, wetlands, river, and estuarine systems, design, maintenance and management of mitigation sites, feasibility studies, permitting, environmental services during construction and general ecological system evaluations. Work will be assigned on a project specific basis.

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 one million dollars or more. Consultant may not submit a bid if it is on the aforementioned lists. By submitting a proposal, Consultant must certify that it is not on the aforementioned lists.

GENERAL PROJECT SCHEDULE

<u>Milestone</u>	<u>Expected Date of Completion</u>
(1) Advertise for Consultant SOQ	07/14/2020
(2) Final Date for Questions	07/28/2020
(3) SOQ Submittals Due to the Authority	08/13/2020
(4) PSEC ^(a) Meeting	08/27/2020
(5) Consultant Selection by the Authority Board of Directors	09/30/2020

(a) PSEC = Professional Services Evaluation Committee. All PSEC meetings are publicly noticed.

The Authority reserves the right to delay scheduled dates if determined to be in the best interest of the Authority.

CONSULTANT SELECTION PROCESS

The Authority intends to select multiple Consultants to provide General Environmental Services. Consultant selection shall be in accordance with Section 3 of the Authority's Procurement Policy (adopted December 5, 2018 or latest revision). The Authority's Procurement Policy can be viewed in its entirety on the Authority's website at www.regionalwater.org. A copy of the Authority's standard professional services contract form is included in this information package.

The professional services contract contains minimum insurance requirements that must be satisfied for the contract to be executed by the Authority. 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 SOQ and those included in the Authority's standard professional services contract. Questions and clarification related to this Request for SOQ or the Authority's standard professional services contract, must be submitted to the Authority as described below.

After issuance of this Request for SOQ, 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 SOQ must be presented in writing via email to Ann Lee at ALee@regionalwater.org no later than 5:00 p.m. Eastern Standard Time on July 28, 2020. **Consultants are responsible to review the Authority's website for the Authority's responses to any questions timely submitted.**

STATEMENT OF QUALIFICATION REQUIREMENTS

The SOQs must (at minimum) include the following:

1. Legal name, address, phone number and email of Consultant;
2. List of partners/sub-consultants (if any) who would be utilized on Authority projects;
3. Principal office locations of submitting Consultant and any proposed partners/sub-consultants;
4. Legal form of company, i.e. partnership, corporation, joint venture (if joint venture, identify the members);
5. Copy of Florida Professional Licenses as applicable (business and/or individual);
6. Identification of Consultant's "Project Manager" who is proposed to serve as point of contact for any and all work assigned by the Authority, location of "Project Manager", outline of qualifications and professional experience;
7. Identification, outline of qualifications and professional experience of other key personnel who will be assigned to conduct professional services provided in the Scope of Services section, and the location of the office to which they are assigned;
8. Description and examples of projects completed by Consultant relating to the professional services requested herein, including budget and completion time information;
9. Disclosure of whether Consultant or sub-consultant(s) currently represents Charlotte, DeSoto, Manatee or Sarasota Counties, and/or the City of North Port (Customers), in any capacity, and description of such representation, if applicable;
10. Disclosure of any current litigation the Consultant or sub-consultant(s) is a party to against the Authority or any of the Customers, either directly or indirectly (e.g., retained for testimony and expertise on behalf of any other entity; subpoenaed; etc.) and a description of such litigation, if applicable;
11. Summary and disposition of any individual cases of litigation, judgments and/or legal actions, entered against Consultant or sub-consultant(s) for breach of contract for work performed for any local, state, federal, public or private entity, by any state or federal court, within the last five (5) years;
12. List of at least three (3) clients that are Florida public entities the Authority can contact as references with respect to Consultant's work performance for a project with a similar scope; and
13. Required forms (see copies attached below):
 - Project Manager and Project Team/Key Personnel Form;
 - Signed Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes; and
 - References Form.

Costs and billing rates shall not be submitted with the SOQ.

Two or more Consultants may combine for the purpose of responding to this Request for Statement of Qualifications provided 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 20 one-sided pages for all requested information described herein including the required forms listed in Item 13 above. Front and back covers, transmittal letter, and section dividers are excluded from the 20 page limit. 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 10 paper copies (1 copy shall be unbound) and 1 electronic PDF copy on a USB drive of their SOQ in accordance with the requirements contained in the information package to:

Peace River Manasota Regional Water Supply Authority
 Attn: Patrick J. Lehman, Executive Director
 SOQ: General Professional Engineering Services
 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 Time on August 13, 2020** at the above referenced address. It is the Consultant’s responsibility to assure that its SOQ is delivered to the Authority prior to the above deadline. The Authority will not be responsible for any lost or late arriving proposals sent via the U.S. Postal Service or other delivery services. 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 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.

SOQ EVALUATION CRITERIA

The following factors, with the weighting indicated, will be used to evaluate proposals:

Criteria	Weighting
Consultant (team) Competence/Qualifications/Services	30 points
Similar Experience and Past Professional Accomplishments	30 points
Project Manager Qualifications and Experience	25 points
Consultant (team) past record on Authority Projects	10 points
Office Proximity to Authority Service Area	5 points
TOTAL	100 points

PROCUREMENT POLICY AND BID PROTESTS

Consultant is hereby placed on notice of the existence of the Peace River Manasota Regional Water Supply Authority Procurement Policy, December 2018 (or latest revision) (“Procurement Policy”), and is considered to be on constructive notice of all provisions contained therein. A copy is available at the Authority’s Administrative Office at 9415 Town Center Parkway, Lakewood Ranch, Florida 34202 and on the Owner’s website at www.regionalwater.org. The Authority shall post the intended decision or Board decision on the Authority’s website at www.regionalwater.org. Notwithstanding the Procurement Policy, disputes regarding the bidding process shall be resolved in accordance with section 120.57(3), Florida Statutes. 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 required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

PROJECT MANAGER AND PROJECT TEAM/KEY PERSONNEL
for
GENERAL ENVIRONMENTAL SERVICES

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

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

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

2. I understand that a "public entity crime" as defined in 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 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 _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ by _____ of _____, a _____ company organized under the laws of the State of _____, on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public
Name (Printed) _____

My commission expires _____.

(Printed typed or stamped Commissioned name of Notary Public)

REFERENCES

Consultant must provide a minimum of three (3) references that meet the requirements in the Request for Statement of Qualifications.

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: _____

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

The Agreement is made this ____ day of _____, 20__ (“Effective Date”) between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an independent special district created pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes, acting by and through its governing Board of Directors, hereinafter referred to as the “Authority”, whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, and _____, hereinafter referred to as “Consultant”, whose address is _____. Authority and Consultant are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

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 desires to retain a consultant to provide as-needed General Environmental Services that may include but are not limited to: water quality and/or environmental monitoring of uplands, wetlands, river, and estuarine systems, design, maintenance and management of mitigation sites, feasibility studies, permitting, environmental services during

construction and general ecological system evaluations, with work assigned on a project specific basis; and

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

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

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

SECTION 1. DEFINITIONS

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

- A. "Agreement" – This written document and the Agreement Documents set forth in Section 7 hereof, as it may be amended from time to time.
- B. "As-Needed General Environmental Services" – General Environmental services to be provided by Consultant to the Authority from time-to-time, generally consisting of (but not limited to): water quality and/or environmental monitoring of uplands, wetlands, river, and estuarine systems, design, maintenance and management of mitigation sites, feasibility studies, permitting, environmental services during construction and general ecological system evaluations.
- C. "Fee Schedule" – Schedule showing billing rates for Consultant's various personnel classifications that serves as a basis for budget development on tasks within the Scope of Services, and which is included as Exhibit "B" in the Agreement.

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

SECTION 2. ENGAGEMENT OF CONSULTANT

The Authority hereby agrees to engage Consultant, and Consultant hereby agrees to perform As-Needed General Environmental Services as directed by the Authority. Key personnel and sub-consultants/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 sub-consultants/subcontractors must be with equal or more qualified persons, and must be approved by the Authority before a new member works on a Project. Notwithstanding, the Authority and Consultant may assign other individuals to serve as key personnel for particular Work Orders.

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

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

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

Services. The Authority and its authorized representatives shall have the right to visit any work site and the office of Consultant at any reasonable time for purposes of inspection.

- F. Consultant shall cooperate with other consultants, construction contractors, and suppliers retained by the Authority as needed.
- G. The Authority shall have the right during the three (3) year period following the expiration or termination of the Agreement to audit Consultant with regard to any financial matters in connection with the services provided under this Agreement. The requested audit shall be performed by a certified public accountant selected and paid for by the Authority. Consultant shall make all documents and data available to the Authority or its designated auditor. Consultant may have the audit reviewed by Consultant's auditor at Consultant's expense.
- H. Work Orders issued in accordance with this Agreement are limited to projects in which the estimated construction cost of each individual project under the contract does not exceed \$4 million and for a study activity if the fee for professional services for each individual study under this Agreement does not exceed \$500,000.
- I. If applicable, any list of items required to render complete, satisfactory, and acceptable the construction services provided by the Authority for a Work Order must be completed pursuant to Section 218.735, Florida Statutes, as amended.

SECTION 4. THE AUTHORITY'S RESPONSIBILITY

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

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

have complete authority to issue Work Order up to the applicable dollar limits established in the Authority's current Procurement Policy; transmit instructions; receive information; approve invoices and authorize payments thereon; and interpret and define Authority's policies and decisions with respect to materials, elements, sub-consultants, key personnel and systems pertinent to Consultant's services. Notwithstanding, this subsection A. may not be amended by a Work Order.

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

SECTION 5. TIME OF PERFORMANCE

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

SECTION 6. COMPENSATION

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

- A. Compensation for each Work Order approved by the Authority Board of Directors or Executive Director pursuant to the Authority's Procurement Policy shall be established based on the Fee Schedule in Exhibit "B" and tasks included in the Scope of Services. Individual tasks in a Scope of Services may be compensated as either lump-sum or time-and-materials as negotiated between Consultant and the Authority and provided for in the Scope of Services. Final payments in all cases will be subject to successful completion of a Work Order and the Authority's acceptance of tasks and project schedule, in accordance with the terms of this Agreement and the Work Order. The Fee Schedule in Exhibit "B" 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 Work Order activities, and agreed to by the Authority's Executive Director. Expenses, which may be incurred by the Consultant for travel or hotels, must be pre-approved by the Authority's Executive Director and, if pre-approved, will be reimbursed in accordance with Exhibit "C", Authority Resolution 2018-01 *Resolution Establishing Per Diem and Travel Expenses* (or latest revision). This paragraph supersedes any conflicts that may occur with Exhibit "B".

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

penalties, costs and the like asserted by or against the Authority. The Authority may set off any liability or other obligation of the Consultant or its affiliates to the Authority against any payments due the Consultant under any agreement with the Authority.

SECTION 7. AGREEMENT DOCUMENTS

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

- A. Consultant's _____, 2020 Statement of Qualifications, attached hereto as Exhibit "A"
- B. Fee Schedule, attached hereto as Exhibit "B",
- C. Authority Resolution 2018-01 *Resolution Establishing Per Diem and Travel Expenses*, (or latest revision) attached hereto as Exhibit "C",
- D. Certificate of Insurance, attached hereto as Exhibit "D", and
- E. Any written amendments, modifications, Work Orders or addenda to the Agreement.

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

SECTION 8. DOCUMENTS AND DATA

- A. Unless otherwise provided by the Authority, Consultant will provide the Authority with hard and electronic copies of any and all reports, models, studies, maps or other documents ("Documents") resulting from a Work Order at no cost to the Authority. All original documents prepared by Consultant are instruments of service and shall be the 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. All electronic copies, including copies of electronic media used to store data, shall be provided to the Authority in a format specified by the Authority that is suitable for hard copy print out. Reports, documents and maps obtained from other agencies in the course of executing a Work Order shall be considered the property of the Authority and will be delivered by Consultant to the Authority upon the Authority's request and completion of each Work Order.

- B. The documents, drawings, technical data and working papers obtained or generated under the Agreement, including Documents described in A. above, 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 the Authority obtained or generated under the Agreement.
- C. All tracings, plans, specifications, maps, plats, evaluations, reports, models, and technical data, including working papers prepared or obtained under the Agreement, shall become the property of the Authority without restriction or limitation of use, and shall be made available, upon request, to the Authority at any reasonable time. Consultant may retain copies thereof for their files and internal use. Any use by the Authority of such materials obtained under the Agreement for any purpose not within a Work Order pursuant to the Agreement or use of incomplete materials obtained from Consultant by the Authority shall be made at the risk of the Authority and made without liability to Consultant. However, this does not constitute a disclaimer of the professional competency of the original work as used within a Work Order.

- D. All final plans, contract documents, reports and/or such other documents that are required by Florida Law to be endorsed and are prepared by Consultant in connection with a Work Order shall bear the certification of a person in the full employment of Consultant or duly retained by Consultant and duly licensed and with current registration in the State of Florida in the appropriate professional category.
- E. Consultant shall make any patentable product or result of the Work Order and Scope of Services and all associated information, design, specifications, data, and findings available to the Authority. No material prepared in connection with the Work Order 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 the Agreement or any assigned Work Orders. Any use of materials or patents obtained by the Authority under the Agreement for any purpose not within a Work Order pursuant to the Agreement shall be at the risk of the Authority. However, this does not constitute a disclaimer of the professional competency of the original work as used within a Work Order. At the Authority's discretion, whenever any renderings, photographs of renderings, photographs of model, or photographs of the Work Order products 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 term of a Work Order, Consultant agrees to provide the Authority with copies of any documents and additional materials in its possession resulting from the performance of the Agreement or a Work Order at no cost. However, this provision shall not be considered a waiver of any claim of attorney/client privilege to which Consultant is entitled.

- G. Consultant shall not publish, copyright, or patent any of the data furnished or developed pursuant to the Agreement or any assigned Work Order without first obtaining the Authority's written consent.
- H. Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law), as amended. In addition to this Agreement's requirements and as required by Section 119.0701(2), Florida Statutes, as amended, 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 to Authority 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, as amended, 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, as amended, 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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 Work Orders in a timely manner and in accordance with the standard of care, skill and diligence customarily provided by an experienced professional organization rendering the same services, and in accordance with sound principles and practices. The Authority shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services called for hereunder, or the character, quality, amount, or value thereof. The decision of the

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

SECTION 10. CONSULTANT'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Consultant acknowledges and explicitly represents to the Authority the following:

- A. Consultant is duly authorized to conduct business in the State of Florida.
- B. In connection with the 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 as provided pursuant to Work Orders may interface with work performed by others;
 - 3. Utilization of the services under the Agreement for the purposes intended may require that Consultant coordinate the Project with other ongoing projects by the Authority;
 - 4. During the construction associated with any assigned Work Order, Consultant shall coordinate Work Order tasks with the Authority in order to minimize interference with the Authority's customers; and

5. Authority may suffer financial loss if the services are not completed within the time periods set forth in a Work Order, or any extensions thereof.
- D. Consultant has familiarized itself with the nature and extent of the Agreement, services expected to be performed under the Agreement, and federal, state and local laws, statutes, rules, regulations, ordinances, orders and decisions, that may affect Consultant's performance of the Agreement.
- E. Consultant has reviewed the Agreement (including its Exhibits) and all available information and data shown or indicated in the Agreement and has given the Authority written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in the Agreement or information or data, and the written resolution thereof by the Authority is acceptable to Consultant.
- F. Consultant shall obtain and review all information and data that relates to each Work Order 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 each Work Order is of the essence in the Agreement.

SECTION 11. SUSPENSION OF PROJECT – EXTRA SERVICES

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

deemed a default or breach of the Agreement. Suspensions or termination of a Work Order or services in this Agreement by the Authority shall be in writing.

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

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

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

SECTION 12. SUBCONTRACTORS

Consultant shall not subcontract, assign, or transfer the Agreement or any work or services specifically authorized in the Agreement without the prior written consent of the Authority, which consent may be withheld in the Authority's sole and absolute 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 Work Orders, and all applicable laws as their work or services affect the Authority. Consultant shall not permit any subcontractor, supplier or other person or organization to perform work or services unless such subcontractor, supplier or other person or organization has complied with the workers' compensation insurance requirements

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

SECTION 13. INDEPENDENT CONTRACTOR

Neither the Authority nor any of its employees shall have any control over the conduct of Consultant or any of Consultant's employees, subcontractors or agents, except as herein set forth, and Consultant expressly warrants not to represent at any time or in any manner that Consultant or Consultant's agents, subcontractors or employees are in any manner agents, subcontractors or employees of the Authority. It is understood and agreed that Consultant is, and shall at all times remain as to the Authority, a wholly independent contractor and that Consultant's obligations to the Authority are solely as prescribed by the Agreement. Nothing contained in this Agreement will be deemed or construed by the Parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between the Authority and the Contractor.

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.
- c. Consultants must be in compliance with all applicable state and federal workers' compensation laws.

2. Commercial or Comprehensive General Liability. Coverage must include:

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

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

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

C. Consultant must deliver to the Authority Certificates of Insurance evidencing the insurance coverage specified in this Section 14 prior to commencing work under the Agreement. The required Certificates of Insurance not only shall name types of policies provided but also shall refer specifically to the Agreement.

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

afforded will not be cancelled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the Authority and Consultant by certified mail. Consultant shall give notice to the Authority within twenty-four (24) hours of any oral or written notice of adverse change, non-renewal or cancellation. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

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

N. Consultant shall be responsible for ensuring all of its subcontractors, suppliers and other persons or organizations working for Consultant in connection with a Work Order comply with all of the insurance requirements contained herein relative to each such party.

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 or any Work Order. The execution of the Agreement by Consultant shall obligate Consultant to comply with the foregoing indemnification provision; however, the obligations of ensuring this indemnification must also be complied with as set forth in Section 14 herein. This indemnification shall survive the termination of this Agreement and shall be binding on the Consultant and its successors or assignees.

SECTION 16. TERM OF AGREEMENT

The term of this Agreement is for a period of three (3) years commencing on the Effective Date, unless terminated pursuant to the provisions of this Agreement (“Initial Term”). In addition to the Initial Term, the Authority will have two (2) consecutive options to extend this Agreement for one (1) year each upon mutual written agreement of both Parties. All Work Orders must be completed within the term of this Agreement, unless the Work Order is unavoidably delayed. A Work Order may not be issued for work that exceeds the Agreement expiration date.

SECTION 17. TERMINATION OF AGREEMENT BY THE AUTHORITY/SURVIVAL

- A. The Agreement may be terminated by the Authority, with or without cause, upon ten (10) days written notice to the Consultant. Termination will be effective on the date provided in the notice. In the event of termination under this section, the Consultant shall be entitled to compensation for all services provided to the Authority up to the date of termination, which are within the Scope of Services as provided in the Work Order, and are allowed under this Agreement. If the Agreement is so terminated, Consultant must promptly deliver to the Authority copies of all then completed deliverable items and all tracings, drawings, survey notes and other documents that directly support the deliverables prepared by Consultant.
- B. In the event the Agreement should be terminated by Authority or Consultant, the duties and obligations of Consultant under the following provisions shall survive termination and continue in full force and effect:
1. Section 3(G) and 11(F), regarding Audits;
 2. Section 8, regarding Project Documents and Data;
 3. Section 14(J), regarding Professional Liability Insurance;
 4. Section 15, regarding Indemnification;
 5. Section 17, regarding Termination of Agreement by the Authority/Survival;
 6. Section 18, regarding Default/Remedies;
 7. Section 25, regarding Dispute Resolution; and
 8. Section 26, regarding Controlling Law/Attorney Fees.

SECTION 18. DEFAULT/REMEDIES

- A. Either Party may terminate this Agreement upon the other Party's failure to comply with any term or condition of this Agreement, as long as the terminating Party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating Party shall provide the defaulting Party with a written "Notice

of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting Party has failed to comply. If the defaulting Party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. However, if the Authority is terminating the Agreement without cause, the Authority's Notice of Termination does not need to describe any terms and conditions with which the Consultant has failed to comply. 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 the debts mature or making an assignment for the benefit of creditors shall constitute a default by Consultant entitling the Authority to terminate this Agreement as set forth above. The Parties agree that this Agreement is an executory contract. If, after termination by the Authority, it is determined that the Consultant was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the Authority. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

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

C. A waiver, at any time, by the Authority of Consultant's breach of, or default in, any of the terms, provisions and obligations of this Agreement will not be construed to be a waiver of any other terms, provisions and obligations hereof or a waiver of any breach or default other than specifically waived. The Authority's failure at any time to compel a fulfillment of any one or more of the terms, provisions or obligations under this Agreement will not be construed to be a waiver of Authority's right thereafter to enforce any such right. No waiver by the Authority will be deemed to have been made unless expressed in writing and signed by the Authority.

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. If the Parties cannot agree to such amendments, modifications or supplements to the Agreement, the remainder of the provisions in the Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated.

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 all other information provided in Exhibit “B” shall be adjusted to exclude any significant sums by which the Authority determines the Agreement Fee Schedule or Work Order price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Any such adjustments will be made within one (1) year following the end of this Agreement.

- B. Pursuant to Subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By signing this Agreement, Consultant warrants that it is not currently on a suspended

vendor list and that it has not been placed on a convicted vendor list in the past thirty-six (36) months. Consultant further agrees to notify the Authority if placement on either of these lists occurs.

SECTION 22. SUCCESSORS AND ASSIGNS

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

SECTION 23. FORCE MAJEURE

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

SECTION 24. NO THIRD PARTY BENEFICIARY

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

SECTION 25. DISPUTE RESOLUTION

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

options. No services shall be delayed or postponed pending resolution of any disputes or disagreements.

SECTION 26. CONTROLLING LAW/ATTORNEY FEE

- A. The Agreement is to be construed and governed in accordance with 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. Consultant hereby expressly waives any right it has to object to the venue of any action commenced in any courts in Manatee County, Florida or 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 at its sole and absolute discretion 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, as amended, 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 amount of the Work Orders resulting from this Agreement and all reasonable attorney's fees and costs, including any costs

for investigations that led to the finding of false certification. 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:

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

SECTION 30. EXTENT OF AGREEMENT

A. The Agreement represents the entire and integrated agreement between the Authority and Consultant and supersedes all prior negotiations, representations or agreement, either written or oral for services under a blanket agreement of this nature. This Agreement in no way is connected with nor affects separate agreement(s) arrived at through formal solicitation for professional services associated with large, dedicated capital improvement projects as may be awarded by the Authority Board of Directors.

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

SECTION 31. AMENDMENTS

This Agreement may be amended from time to time provided the Authority and the Consultant mutually agree to such amendment, and the amendment is stated in writing, executed by both Parties; provided, however, that Authority may review and modify the terms and conditions of this Agreement at any time during the term as deemed necessary by the Authority for the following reasons including, but not limited to:

- A. Conforming the Agreement to the adoption or revision of Florida Statutes, rules, cases, regulations, and standards that require the modification of the Agreement for compliance; and,
- B. Conforming to the adoption or revision of the Authority's Procurement Policy.

SECTION 32. COUNTERPARTS

The Parties hereto may execute this Agreement in counterparts and such signatures will have the same effect as if signed all at the same time.

SECTION 33. COMPUTATION OF TIME

The time in which any act provided by this Agreement is to be done is computed by excluding the first day and including the last day, unless the last day is Saturday, Sunday or a legal holiday and then it is also extended to the next business day.

SECTION 34. TIME OF ESSENCE

Time is of the essence with respect to each date and time specified in this Agreement by which an event is to occur.

SECTION 35. HEADINGS AND CAPTIONS

All headings and captions in this Agreement are for reference and convenience only and will not be held to modify or affect the substantive terms and provisions of this Agreement in any manner.

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

ATTEST: **PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY AUTHORITY**

BY: _____

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

WITNESS:

Consultant (name & title) Date

PREPARED BY AND APPROVED
AS TO FORM BY:

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

EXHIBIT A
(Consultant Statement of Qualification)

EXHIBIT B
(Consultant Fee Schedule)

EXHIBIT C

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.

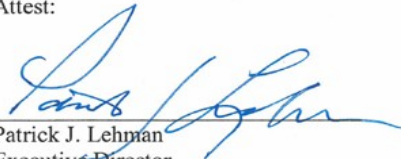
Section 4. The mileage reimbursement rate shall be the “standard mileage rate for business use of a vehicle” established by the IRS, as updated annually on January 1, or as otherwise adjusted from time to time by the IRS.

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.

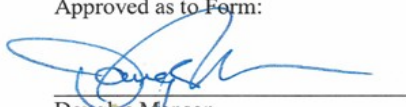
Attest:


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



CERTIFICATE OF LIABILITY INSURANCE

SAMPLE

DATE (MM/DD/YYYY)
Date COI created

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 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).

PRODUCER Insurance Agent Company Name	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Insuring Company Name (1)	NAIC # 12345
INSURED Consultant Company Name	INSURER B: Insuring Company Name (2)	67890
	INSURER C: Insuring Company Name (3)	111213
	INSURER D: Insuring Company Name (4)	141516
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		<input checked="" type="checkbox"/>		00/00/00	00/00/00	DAMAGE TO RENTED PREMISES (Ea occurrence)	
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	
	OTHER:						GENERAL AGGREGATE	
							PRODUCTS - COMP/OP AGG	
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		<input checked="" type="checkbox"/>				BODILY INJURY (Per person)	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB	<input type="checkbox"/>						
	EXCESS LIAB	<input type="checkbox"/>						
	DED							
	RETENTION \$							
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N						
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All policies, except Workers Comp shall be endorsed to include as Additional Insureds: the Authority, its directors, officers, employees & agents. Commercial (occurrence form) or comprehensive general liability (occurrence form) shall include contractual liability and reference the Agreement for General Environmental Services. 30 Days' Notice of Cancellation wording & endorsement required.

CERTIFICATE HOLDER

CANCELLATION

Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, FL 34202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Hon. Priscilla Trace
Manatee County

Hon. Ken Doherty
Charlotte County

Hon. Elton A. Langford
DeSoto County

Hon. Alan Maio
Sarasota County

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

DATE: July 13, 2020

TO: Ann Lee, Finance and Administration Manager

FROM: Patrick Lehman, Executive Director

RE: Professional Services Evaluation Committee - Continuing Environmental Consulting Services

Pursuant to the Authority's procurement policy Section 5.4, the following individuals are designated to serve on the Professional Services Evaluation Committee (PSEC) for the reference project:

Terri Holcomb	Chair of the PSEC
Daniel Roberts	Committee Member
Aswathy Warriar	Committee Member
Sam Stone	Committee Member

Ann Lee is designated as the Authority's project contact responding to questions and information queries about the July 14, 2020 Request for Statements of Qualifications. Statements of Qualifications are due from interested Consultants on August 13, 2020. The PSEC public meeting to review the SOQ's will be held at the Authority's Water Quality Training Center on August 27, 2020.

NOTICE OF MEETING

The **Peace River Manasota Regional Water Supply Authority** announces the following meeting to which the public is invited.

DATE AND TIME: Thursday, August 27 @ 10:00 a.m.

PLACE: Peace River Facility, Water Quality/Training Building, 8998 SW County Road 769, Arcadia, FL 34269

PURPOSE: The Professional Services Evaluation Committee will meet to evaluate and rank the Statement of Qualifications submitted for Continuing General Environmental Services. A copy of the agenda is available at www.regionalwater.org or by contacting the Peace River Manasota Regional Water Supply Authority located at 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, by telephone (941) 316-1776 or email peacriver@regionalwater.org. Persons with disabilities who need assistance may call (941) 316-1776 at least two business days in advance to make appropriate arrangements.



Peace River Manasota

Regional Water Supply Authority

SELECTION COMMITTEE MEETING REQUEST FOR STATEMENT OF QUALIFICATIONS General Environmental Services

August 27, 2020 @ 10:00 AM
8998 SW CR 769, Arcadia, FL 34269

AGENDA

SELECTION COMMITTEE MEMBERS

Terri Holcomb, Resource Management & Planning Manager (PRMR) S
Sandy Stone, Land & Environmental Services Manager (PRMR) S
Christy Carrier, Chief II (PRMR) S
Daniel Roberts, Environmental Specialist I (PRMR) S

FIRMS SUBMITTING SOQ

Submittal Date: August 13, 2020 @ 2:00 PM

Atkins
Bio-Tech Consulting
Earth Resources Consulting Scientists
EarthBalance
Environmental Consulting & Technology (ECT)
ES
GPI
Manic Environmental
Robinson Engineering
PSG
Quest Ecology
Stantec
VH

CALL TO ORDER

PUBLIC COMMENTS

REVIEW SOQ REQUIREMENTS AND SCOPE

DISCUSSION OF SOQ SUBMITTALS

RANK FIRMS

ADJOURN

Peace River Manasota Regional Water Supply Authority
 Request for SOQs: As Needed Environmental Services
 PSEC Meeting: August 27, 2020 @ 10:00 am
 8998 SW CR 769, Arcadia, FL 34269

CONSULTANT	Criteria					TOTAL
	1 (30 points)	2 (30 points)	3 (25 points)	4 (10 points)	5 (5 points)	100
Atkins	27.0	27.8	23.0	9.3	4.0	91.0 ①
Bio-Tech Consulting	19.8	17.3	17.0	2.5	2.8	59.3
Earth Resources Consulting Scientists	24.5	23.5	19.8	6.3	2.8	76.8
EarthBalance	25.5	27.8	22.0	9.8	5.0	90.0 ②
Environmental Consulting & Techonology (ECT)	24.0	22.0	17.8	6.3	4.8	74.8
ESA	25.5	24.3	20.8	6.5	3.8	80.8 ⑥
GPI	21.5	20.3	16.8	2.5	2.8	63.8
Janicki Environmental	26.5	26.3	22.0	8.8	2.8	86.3 ⑤
Johnson Engineering	27.5	24.3	21.8	9.5	5.0	88.0 ③
PSG	19.8	16.8	16.0	2.5	2.8	57.8
Quest Ecology	21.8	19.0	18.0	2.5	3.3	64.5
Stantec	23.3	21.5	19.8	9.3	4.8	78.5
VHB	24.3	26.5	23.3	8.3	5.0	87.3 ④

Criteria:

- 1 Consultant Competence/Qualifications/Services
- 2 Similar Experience & Past Professional Accomplishments
- 3 Project Manager Qualifications & Experience
- 4 Consultant Past Record on Authority Projects
- 5 Office Proximity to Authority Service Area

Member Signatures:


 Terri Holcomb, Resource Management & Planning Manager


 Sam Stone, Land & Environmental Svcs Manager


 Aswathy Warriar, Chemist II


 Daniel Roberts, Environmental Specialist I



Peace River Manasota

Regional Water Supply Authority

SELECTION COMMITTEE MEETING REQUEST FOR STATEMENT OF QUALIFICATIONS General Environmental Services

August 27, 2020 @ 10:00 AM
8998 SW County Road 769, Arcadia, FL 34269

SIGN IN SHEET

Name	Signature
Erik Howard	
Tammy Lyday	
Chris Warr (ESA)	
Sam Stone	
Mike Coates	
TERRI HOLCOMB	
RICHARD ANDERSON	
KEVIN MORRIS	
Daniel Roberly	
Rachel Kersten	

**NOTICE OF INTENDED DECISION FOR AWARD OF CONTRACTS -
GENERAL ENVIRONMENTAL SERVICES**

Recommended Action - **Motion** to approve list of firms and authorize the Executive Director to execute agreements for General Environmental Services with each respective firm contingent in review by Authority General Counsel.

Statements of Qualification were requested from consultants for the purpose of providing ‘General Environmental Services’ in accordance with the Authority’s Procurement Policy. Thirteen (13) Statements of Qualification were timely received by the August 13, 2020 submittal deadline and were evaluated and ranked by the Authority’s Professional Services Evaluation Committee (PSEC) in accordance with the Authority Procurement Policy.

Staff recommends that the Authority Board of Directors approve the PSEC ranking and recommended list of firms below for award of a continuing services contract for ‘General Environmental Services’ at the Authority Board Meeting on September 30, 2020.

Firms (listed alphabetically)	Office Location
Atkins	Sarasota
Earth Balance	North Port
Environmental Science Associates (ESA)	Sarasota
Janicki Environmental	St. Petersburg
Johnson Engineering	Port Charlotte
Vanasse Hangen Brustlin, Inc. (VHB)	Sarasota

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: 9/01/20

TAB B
Statements of Qualifications – Electronic Format (13)

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
September 30, 2020

CONSENT AGENDA
ITEM 10

Approve Firms for ‘General Hydrologic/Hydrogeologic Services’

Recommended Action -

Motion to approve recommended list of firms and authorize Executive Director to execute Agreement for General Hydrologic/Hydrogeologic Services with each respective firm contingent on review by General Counsel.

The Authority’s four (4) existing General Hydrologic/Hydrogeologic Services contracts will expire in December 2020. Statements of Qualifications (SOQ’s) were requested in accordance with the Authority’s Procurement Policy and five (5) SOQ’s were received by the August 13, 2020 deadline. All SOQ’s were reviewed and ranked by the Professional Services Evaluation Committee at a public meeting on August 27, 2020. Services under these contracts typically include work on the ASR production and monitoring wells, general water resource analysis, assistance in water use and other environmental permitting, as well as regulatory compliance.

Staff recommends the Authority Board of Directors approve the recommended list of firms below for award of contracts for ‘General Hydrologic/Hydrogeologic Services’ and authorize the Executive Director to execute Agreement for General Hydrologic Services with each respective firm contingent on review of contract required documents by Authority General Counsel. Proposed contracts have a three-year initial term with up to two additional one-year extensions. Proposed spending authorization limits are the same as on the previous contracts at up to \$100,000 per Work Order with approval of the Executive Director and up to \$500,000 if approved by the Board. Supporting information is attached.

Firms (listed alphabetically)	Location
ASRUS, LLC	Tampa, FL
Johnson Engineering	Port Charlotte, FL.
Progressive Water Resources, LLC	Sarasota, FL.
WSP USA, Inc.	Fort Myers, FL

Budget Action: No action needed.

Attachments:

Tab A Staff Memorandum, Supporting Documentation, Agreement for General Hydrologic/Hydrogeologic Services

Tab B Statements of Qualifications (electronic format)

TAB A
Staff Memorandum, Supporting Documentation and Agreement for General
Hydrologic/Hydrogeologic Services

MEMORANDUM

DATE: September 30, 2020

TO: Authority Board of Directors

FROM: Patrick Lehman, Executive Director

RE: Consultant Selection for 'General Hydrologic/Hydrogeologic Services'

Recommendation

In accordance with the Authority's Procurement Policy the Executive Director is to submit to the Authority Board a short list of firms that are determined to be best qualified based upon the evaluation of the SOQ submittals. Staff recommends that the short list of four (4) firms below be approved by the Board for award of a Contract for "General Hydrologic/Hydrogeologic Services" with the Authority.

Short List of Recommended Firms (listed Alphabetically)	Office Location
ASRUS, LLC	Tampa, FL
Johnson Engineering, Inc	Port Charlotte, FL
Progressive Water Resources, LLC	Sarasota, FL
WSP USA Inc.	Ft. Myers, FL

Background

The Authority has need to retain firms for General Hydrologic/Hydrogeologic Services for aquifer testing and analysis, water quality monitoring, feasibility studies, groundwater modeling, permitting and permit compliance, services during well construction, and geologic and hydrologic systems evaluation associated with Authority facilities. Assignments under these contracts will typically be the work contemplated in the Authority's budget for Hydrologic Services associated with ASR and Water Use Permit compliance and support. Authority Customers have similar contractual arrangements often referred to as a "library", or "as-needed" consultants.

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

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

- Establishes a maximum of \$500,000 per individual work authorizations under the Agreement.
- Assignments under this Agreement are restricted to projects with estimated construction costs less than \$4,000,000.
- Agreement provides a 3-year initial term, with two – one year extensions if mutually agreeable.

The Authority solicited Statements of Qualifications (SOQ's) for General Hydrologic/Hydrogeologic Services and five (5) SOQ's were timely received on August 13, 2020 from the firms listed in alphabetical order below.

Firms Submitting SOQ listed alphabetically)	Office Location
*ASRUS, LLC	Tampa, FL
*Johnson Engineering, Inc.	Port Charlotte, FL
*Progressive Water Resources LLC	Sarasota, FL
Stantec	Sarasota, FL
*WSP USA, Inc.	Ft. Myers, FL

Asterisk (*) indicates firm on short list

All SOQ's were reviewed and evaluated in accordance with the Authority's Procurement Policy based on criteria including: Consultant competence/qualification/services; similar project experience and past professional accomplishments; project manager qualifications and experience; past performance on Authority projects; and office proximity to Authority service area.

Based on this evaluation, a short list of four (4) firms is recommended for Board approval of Agreements for 'General Hydrologic/Hydrogeologic Services'.

Supporting documents attached to this memorandum include:

- 1) Request for Statement of Qualifications
- 2) Information Package for General Hydrologic/Hydrogeologic Services
- 3) Agreement form for General Hydrologic/Hydrogeologic Services
- 4) Professional Services Evaluation Committee Documents
- 5) Notice of Intended Decision

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
REQUEST FOR STATEMENTS OF QUALIFICATION
for
GENERAL HYDROLOGIC/HYDROGEOLOGIC SERVICES**

The Peace River Manasota Regional Water Supply Authority (Authority) is requesting ‘Statements of Qualifications’ (SOQ) from hydrologic/hydrogeologic consultants (Consultant) for the purpose of providing general hydrologic/hydrogeologic services. Hydrologic/hydrogeologic services may include, but not be limited to, aquifer testing and analysis, water quality monitoring, feasibility studies, groundwater modeling, permitting and permit compliance, services during well construction, and geologic and hydrologic system evaluations. Work will be assigned on a project specific basis.

An information packet containing details of the SOQ submittal requirements (Information Package) may be downloaded by visiting the Authority’s website (www.regionalwater.org). The Authority may also use DemandStar, a third-party provider, to distribute proposals. Visit the DemandStar website at www.DemandStar.com for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with the Authority. If encountering any difficulties obtaining the Information Package, contact Rachel Kersten at RKersten@regionalwater.org, or by calling 941-316-1776. Questions regarding this Request for Proposals must be directed by email to Ann Lee at ALee@regionalwater.org no later than 5:00 P.M. Eastern Standard Time on July 28, 2020. All responses to questions and addenda, if applicable, will be posted on the Authority website.

Consultant selection will be in accordance with the Information Package and the Authority’s Procurement Policy (adopted December 5, 2018 or latest revision). Firms desiring to provide these professional services to the Authority must submit ten (10) paper copies (one copy shall be unbound) and one (1) electronic PDF copy on a USB drive of their SOQ in accordance with the requirements contained in the Information Package to the attention of Patrick J. Lehman, Executive Director, at the address below no later than 2:00 P.M. Eastern Standard Time on August 13, 2020:

Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, Florida 34202

Dated this 14th day of July, 2020

Patrick J. Lehman, Executive Director
Peace River Manasota Regional Water Supply Authority

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

REQUEST FOR STATEMENT OF QUALIFICATIONS INFORMATION PACKAGE

for

GENERAL HYDROLOGIC/HYDROGEOLOGIC SERVICES

The Peace River Manasota Regional Water Supply Authority (Authority) is requesting ‘Statement of Qualifications’ (SOQ) from Hydrologic/Hydrogeologic consultants (Consultant) for the purpose of providing General Hydrologic/Hydrogeologic Services.

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 seventy (70) miles of large-diameter drinking water transmission system pipelines and associated remote pumping stations and finished water storage tanks in several counties

SCOPE OF SERVICES

General Hydrologic/Hydrogeologic Services may include, but not be limited to: aquifer testing and analysis, water quality monitoring, feasibility studies, groundwater monitoring, permitting and permit compliance, services during well construction, and geologic and hydrogeologic system evaluations. Work will be assigned on a project specific basis.

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 one million dollars or more. Consultant may not submit a bid if it is on the aforementioned lists. By submitting a proposal, Consultant must certify that it is not on the aforementioned lists.

GENERAL PROJECT SCHEDULE

<u>Milestone</u>	<u>Expected Date of Completion</u>
(1) Advertise for Consultant SOQ	07/14/2020
(2) Final Date for Questions	07/28/2020
(3) SOQ Submittals Due to the Authority	08/13/2020
(4) PSEC ^(a) Meeting	08/27/2020
(5) Consultant Selection by the Authority Board of Directors	09/30/2020

(a) PSEC = Professional Services Evaluation Committee. All PSEC meetings are publicly noticed.

The Authority reserves the right to delay scheduled dates if determined to be in the best interest of the Authority.

CONSULTANT SELECTION PROCESS

The Authority intends to select multiple Consultants to provide General Hydrologic/Hydrogeologic Services. Consultant selection shall be in accordance with the Section 287.055, Florida Statutes, known as the Consultants' Competitive Negotiation Act, and the Authority's Procurement Policy (adopted December 5, 2018 or latest revision). The Authority's Procurement Policy can be viewed in its entirety on the Authority's website at www.regionalwater.org. Section 5.4 of the Authority's Procurement Policy pertains specifically to Professional Services. A copy of the Authority's standard professional services contract form is included in this information package.

The professional services contract contains minimum insurance requirements that must be satisfied for the contract to be executed by the Authority. 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 SOQ and those included in the Authority's standard professional services contract. Questions and clarification related to this Request for SOQ or the Authority's standard professional services contract, must be submitted to the Authority as described below.

After issuance of this Request for SOQ, 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 SOQ must be presented in writing via email to Ann Lee at ALee@regionalwater.org no later than 5:00 p.m. Eastern Standard Time on July 28, 2020. **Consultants are responsible to review the Authority's website for the Authority's responses to any questions timely submitted.**

STATEMENT OF QUALIFICATION REQUIREMENTS

The SOQs must (at minimum) include the following:

1. Legal name, address, phone number and email of Consultant;
2. List of partners/sub-consultants (if any) who would be utilized on Authority projects;
3. Principal office locations of submitting Consultant and any proposed partners/sub-consultants;
4. Legal form of company, i.e. partnership, corporation, joint venture (if joint venture, identify the members);
5. Copy of Florida Professional Licenses as applicable (business and/or individual);
6. Identification of Consultant's "Project Manager" who is proposed to serve as point of contact for any and all work assigned by the Authority, location of "Project Manager", outline of qualifications and professional experience;
7. Identification, outline of qualifications and professional experience of other key personnel who will be assigned to conduct professional services provided in the Scope of Services section, and the location of the office to which they are assigned;
8. Description and examples of projects completed by Consultant relating to the professional services requested herein, including budget and completion time information;
9. Disclosure of whether Consultant or sub-consultant(s) currently represents Charlotte, DeSoto, Manatee or Sarasota Counties, and/or the City of North Port (Customers), in any capacity, and description of such representation, if applicable;
10. Disclosure of any current litigation the Consultant or sub-consultant(s) is a party to against the Authority or any of the Customers, either directly or indirectly (e.g., retained for testimony and expertise on behalf of any other entity; subpoenaed; etc.) and a description of such litigation, if applicable;
11. Summary and disposition of any individual cases of litigation, judgments and/or legal actions, entered against Consultant or sub-consultant(s) for breach of contract for work performed for any local, state, federal, public or private entity, by any state or federal court, within the last five (5) years;
12. List of at least three (3) clients that are Florida public entities the Authority can contact as references with respect to Consultant's work performance for a project with a similar scope; and
13. Required forms (see copies attached below):
 - Project Manager and Project Team/Key Personnel Form;
 - Signed Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes; and
 - References Form.

Costs and billing rates shall not be submitted with the SOQ.

Two or more Consultants may combine for the purpose of responding to this Request for Statement of Qualifications provided 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 20 one-sided pages for all requested information described herein including the required forms listed in Item 13 above. Front and back covers, transmittal letter, and section dividers are excluded from the 20 page limit. 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 10 paper copies (1 copy shall be unbound) and 1 electronic PDF copy on a USB drive of their SOQ in accordance with the requirements contained in the information package to:

Peace River Manasota Regional Water Supply Authority
 Attn: Patrick J. Lehman, Executive Director
 SOQ: General Professional Engineering Services
 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 Time on August 13, 2020** at the above referenced address. It is the Consultant’s responsibility to assure that its SOQ is delivered to the Authority prior to the above deadline. The Authority will not be responsible for any lost or late arriving proposals sent via the U.S. Postal Service or other delivery services. 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 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.

SOQ EVALUATION CRITERIA

The following factors, with the weighting indicated, will be used to evaluate proposals:

Criteria	Weighting
Consultant (team) Competence/Qualifications/Services	30 points
Similar Experience and Past Professional Accomplishments	30 points
Project Manager Qualifications and Experience	25 points
Consultant (team) past record on Authority Projects	10 points
Office Proximity to Authority Service Area	5 points
TOTAL	100 points

PROCUREMENT POLICY AND BID PROTESTS

Consultant is hereby placed on notice of the existence of the Peace River Manasota Regional Water Supply Authority Procurement Policy, December 2018 (or latest revision) (“Procurement Policy”), and is considered to be on constructive notice of all provisions contained therein. A copy is available at the Authority’s Administrative Office at 9415 Town Center Parkway, Lakewood Ranch, Florida 34202 and on the Owner’s website at www.regionalwater.org. The Authority shall post the intended decision or Board decision on the Authority’s website at www.regionalwater.org. Notwithstanding the Procurement Policy, disputes regarding the bidding process shall be resolved in accordance with section 120.57(3), Florida Statutes. 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 required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

**PROJECT MANAGER AND PROJECT TEAM/KEY PERSONNEL
for
GENERAL HYDROLOGIC/HYDROGEOLOGIC SERVICES**

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

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

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

2. I understand that a "public entity crime" as defined in 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 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 _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ by _____ of _____, a _____ company organized under the laws of the State of _____, on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public
Name (Printed) _____

My commission expires _____.

(Printed typed or stamped Commissioned name of Notary Public)

REFERENCES

Consultant must provide a minimum of three (3) references that meet the requirements in the Request for Statement of Qualifications.

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: _____

**AGREEMENT FOR GENERAL HYDROLOGIC/HYDROGEOLOGIC SERVICES
BETWEEN PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
AND _____**

The Agreement is made this ____ day of _____, 20__ (“Effective Date”) between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an independent special district created pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes, acting by and through its governing Board of Directors, hereinafter referred to as the “Authority”, whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, and _____, hereinafter referred to as “Consultant”, whose address is _____. Authority and Consultant are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

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 desires to retain a consultant to provide as-needed General Hydrologic/Hydrogeologic Services that may include but are not limited to: aquifer testing and analysis, water quality monitoring, feasibility studies, groundwater monitoring, permitting and permit compliance, services during well construction, and geologic and hydrogeologic system evaluations, with work assigned on a project specific basis; and

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

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

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

SECTION 1. DEFINITIONS

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

- A. "Agreement" – This written document and the Agreement Documents set forth in Section 7 hereof, as it may be amended from time to time.
- B. "As-Needed General Hydrologic/Hydrogeologic Services" – Hydrologic/Hydrogeologic services to be provided by Consultant to the Authority from time-to-time, generally consisting of (but not limited to): aquifer testing and analysis, water quality monitoring, feasibility studies, groundwater monitoring, permitting and permit compliance, services during well construction, and geologic and hydrogeologic system evaluations.
- C. "Fee Schedule" – Schedule showing billing rates for Consultant's various personnel classifications that serves as a basis for budget development on tasks within the Scope of Services, and which is included as Exhibit "B" in the Agreement.

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

SECTION 2. ENGAGEMENT OF CONSULTANT

The Authority hereby agrees to engage Consultant, and Consultant hereby agrees to perform As-Needed General Hydrologic/Hydrogeologic Services as directed by the Authority. Key personnel and sub-consultants/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 sub-consultants/subcontractors must be with equal or more qualified persons, and must be approved by the Authority before a new member works on a Project. Notwithstanding, the Authority and Consultant may assign other individuals to serve as key personnel for particular Work Orders.

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

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

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

Services. The Authority and its authorized representatives shall have the right to visit any work site and the office of Consultant at any reasonable time for purposes of inspection.

F. Consultant shall cooperate with other consultants, construction contractors, and suppliers retained by the Authority as needed.

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

H. Work Orders issued in accordance with this Agreement are limited to projects in which the estimated construction cost of each individual project under the contract does not exceed \$4 million and for a study activity if the fee for professional services for each individual study under this Agreement does not exceed \$500,000.

I. If applicable, any list of items required to render complete, satisfactory, and acceptable the construction services provided by the Authority for a Work Order must be completed pursuant to Section 218.735, Florida Statutes, as amended.

SECTION 4. THE AUTHORITY'S RESPONSIBILITY

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

A. To designate the Authority's Executive Director to act on the Authority's behalf with respect to all matters relating to the assigned Work Orders. The Executive Director shall

have complete authority to issue Work Order up to the applicable dollar limits established in the Authority's current Procurement Policy; transmit instructions; receive information; approve invoices and authorize payments thereon; and interpret and define Authority's policies and decisions with respect to materials, elements, sub-consultants, key personnel and systems pertinent to Consultant's services. Notwithstanding, this subsection A. may not be amended by a Work Order.

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

SECTION 5. TIME OF PERFORMANCE

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

SECTION 6. COMPENSATION

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

- A. Compensation for each Work Order approved by the Authority Board of Directors or Executive Director pursuant to the Authority's Procurement Policy shall be established based on the Fee Schedule in Exhibit "B" and tasks included in the Scope of Services. Individual tasks in a Scope of Services may be compensated as either lump-sum or time-and-materials as negotiated between Consultant and the Authority and provided for in the Scope of Services. Final payments in all cases will be subject to successful completion of a Work Order and the Authority's acceptance of tasks and project schedule, in accordance with the terms of this Agreement and the Work Order. The Fee Schedule in Exhibit "B" 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 Work Order activities, and agreed to by the Authority's Executive Director. Expenses, which may be incurred by the Consultant for travel or hotels, must be pre-approved by the Authority's Executive Director and, if pre-approved, will be reimbursed in accordance with Exhibit "C", Authority Resolution 2018-01 *Resolution Establishing Per Diem and Travel Expenses* (or latest revision). This paragraph supersedes any conflicts that may occur with Exhibit "B".

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

penalties, costs and the like asserted by or against the Authority. The Authority may set off any liability or other obligation of the Consultant or its affiliates to the Authority against any payments due the Consultant under any agreement with the Authority.

SECTION 7. AGREEMENT DOCUMENTS

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

- A. Consultant's _____, 2020 Statement of Qualifications, attached hereto as Exhibit "A"
- B. Fee Schedule, attached hereto as Exhibit "B",
- C. Authority Resolution 2018-01 *Resolution Establishing Per Diem and Travel Expenses*, (or latest revision) attached hereto as Exhibit "C",
- D. Certificate of Insurance, attached hereto as Exhibit "D", and
- E. Any written amendments, modifications, Work Orders or addenda to the Agreement.

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

SECTION 8. DOCUMENTS AND DATA

- A. Unless otherwise provided by the Authority, Consultant will provide the Authority with hard and electronic copies of any and all reports, models, studies, maps or other documents ("Documents") resulting from a Work Order at no cost to the Authority. All original documents prepared by Consultant are instruments of service and shall be the 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. All electronic copies, including copies of electronic media used to store data, shall be provided to the Authority in a format specified by the Authority that is suitable for hard copy print out. Reports, documents and maps obtained from other agencies in the course of executing a Work Order shall be considered the property of the Authority and will be delivered by Consultant to the Authority upon the Authority's request and completion of each Work Order.

- B. The documents, drawings, technical data and working papers obtained or generated under the Agreement, including Documents described in A. above, 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 the Authority obtained or generated under the Agreement.
- C. All tracings, plans, specifications, maps, plats, evaluations, reports, models, and technical data, including working papers prepared or obtained under the Agreement, shall become the property of the Authority without restriction or limitation of use, and shall be made available, upon request, to the Authority at any reasonable time. Consultant may retain copies thereof for their files and internal use. Any use by the Authority of such materials obtained under the Agreement for any purpose not within a Work Order pursuant to the Agreement or use of incomplete materials obtained from Consultant by the Authority shall be made at the risk of the Authority and made without liability to Consultant. However, this does not constitute a disclaimer of the professional competency of the original work as used within a Work Order.

- D. All final plans, contract documents, reports and/or such other documents that are required by Florida Law to be endorsed and are prepared by Consultant in connection with a Work Order shall bear the certification of a person in the full employment of Consultant or duly retained by Consultant and duly licensed and with current registration in the State of Florida in the appropriate professional category.
- E. Consultant shall make any patentable product or result of the Work Order and Scope of Services and all associated information, design, specifications, data, and findings available to the Authority. No material prepared in connection with the Work Order 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 the Agreement or any assigned Work Orders. Any use of materials or patents obtained by the Authority under the Agreement for any purpose not within a Work Order pursuant to the Agreement shall be at the risk of the Authority. However, this does not constitute a disclaimer of the professional competency of the original work as used within a Work Order. At the Authority's discretion, whenever any renderings, photographs of renderings, photographs of model, or photographs of the Work Order products 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 term of a Work Order, Consultant agrees to provide the Authority with copies of any documents and additional materials in its possession resulting from the performance of the Agreement or a Work Order at no cost. However, this provision shall not be considered a waiver of any claim of attorney/client privilege to which Consultant is entitled.

- G. Consultant shall not publish, copyright, or patent any of the data furnished or developed pursuant to the Agreement or any assigned Work Order without first obtaining the Authority's written consent.
- H. Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law), as amended. In addition to this Agreement's requirements and as required by Section 119.0701(2), Florida Statutes, as amended, 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 to Authority 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, as amended, 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, as amended, 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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 Work Orders in a timely manner and in accordance with the standard of care, skill and diligence customarily provided by an experienced professional organization rendering the same services, and in accordance with sound principles and practices. The Authority shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services called for hereunder, or the character, quality, amount, or value thereof. The decision of the

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

SECTION 10. CONSULTANT’S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Consultant acknowledges and explicitly represents to the Authority the following:

- A. Consultant is duly authorized to conduct business in the State of Florida.
- B. In connection with the 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 as provided pursuant to Work Orders may interface with work performed by others;
 - 3. Utilization of the services under the Agreement for the purposes intended may require that Consultant coordinate the Project with other ongoing projects by the Authority;
 - 4. During the construction associated with any assigned Work Order, Consultant shall coordinate Work Order tasks with the Authority in order to minimize interference with the Authority’s customers; and

5. Authority may suffer financial loss if the services are not completed within the time periods set forth in a Work Order, or any extensions thereof.
- D. Consultant has familiarized itself with the nature and extent of the Agreement, services expected to be performed under the Agreement, and federal, state and local laws, statutes, rules, regulations, ordinances, orders and decisions, that may affect Consultant's performance of the Agreement.
- E. Consultant has reviewed the Agreement (including its Exhibits) and all available information and data shown or indicated in the Agreement and has given the Authority written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in the Agreement or information or data, and the written resolution thereof by the Authority is acceptable to Consultant.
- F. Consultant shall obtain and review all information and data that relates to each Work Order 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 each Work Order is of the essence in the Agreement.

SECTION 11. SUSPENSION OF PROJECT – EXTRA SERVICES

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

deemed a default or breach of the Agreement. Suspensions or termination of a Work Order or services in this Agreement by the Authority shall be in writing.

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

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

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

SECTION 12. SUBCONTRACTORS

Consultant shall not subcontract, assign, or transfer the Agreement or any work or services specifically authorized in the Agreement without the prior written consent of the Authority, which consent may be withheld in the Authority's sole and absolute 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 Work Orders, and all applicable laws as their work or services affect the Authority. Consultant shall not permit any subcontractor, supplier or other person or organization to perform work or services unless such subcontractor, supplier or other person or organization has complied with the workers' compensation insurance requirements

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

SECTION 13. INDEPENDENT CONTRACTOR

Neither the Authority nor any of its employees shall have any control over the conduct of Consultant or any of Consultant's employees, subcontractors or agents, except as herein set forth, and Consultant expressly warrants not to represent at any time or in any manner that Consultant or Consultant's agents, subcontractors or employees are in any manner agents, subcontractors or employees of the Authority. It is understood and agreed that Consultant is, and shall at all times remain as to the Authority, a wholly independent contractor and that Consultant's obligations to the Authority are solely as prescribed by the Agreement. Nothing contained in this Agreement will be deemed or construed by the Parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between the Authority and the Contractor.

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 subcontractors with 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.
 - c. Consultants must be in compliance with all applicable state and federal workers' compensation laws.
2. Commercial or Comprehensive General Liability. Coverage must include:
- a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage.
 - b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement, broad form property damage, explosion, collapse, and underground hazard coverage and independent contractor's coverage.
 - c. Additional Insured. Authority is to be specifically included as an additional insured.
 - d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
3. Comprehensive Automobile Liability. Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
- a. \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
 - b. Owned Vehicle.
 - c. Hired and Non-Owned Vehicles.
 - d. Employee Non-Ownership.
 - e. Additional Insured. Authority is to be specifically included as additional insured.
 - f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
4. Professional Liability. Coverage must include:
- a. Minimum limit of \$1,000,000.00 per occurrence or claim of malpractice, negligence, error and omissions.
 - b. Minimum limit of \$1,000,000.00 in the aggregate for claims of malpractice, negligence, error and omissions.
 - c. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

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

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

- H. All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the Authority and Consultant by certified mail. Consultant shall give notice to the Authority within twenty-four (24) hours of any oral or written notice of adverse change, non-renewal or cancellation. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.
- I. All insurance required hereunder shall remain in full force and effect until final payment and at all times thereafter when Consultant may be observing the correction, removal or replacement of defective work.
- J. Professional liability insurance shall continue in force until the end of the fifth (5th) calendar year following the calendar year in which the Agreement is terminated. The current professional liability insurance policy, if not renewed, shall provide for an extended reporting period on the existing policy through said fifth (5th) calendar year.
- K. Consultant shall, upon request by the Authority, deliver to the Authority a copy of each insurance policy purchased by Consultant.
- L. All policies, except for workers' compensation and professional liability, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of subrogation against the Authority, its consultants, directors, officers,

employees, representatives or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Consultant or Consultant's insurance carriers.

M. The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of the Consultant's obligations under the Agreement, including any indemnity or hold harmless provision.

N. Consultant shall be responsible for ensuring all of its subcontractors, suppliers and other persons or organizations working for Consultant in connection with a Work Order comply with all of the insurance requirements contained herein relative to each such party.

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 or any Work Order. The execution of the Agreement by Consultant shall obligate Consultant to comply with the foregoing indemnification provision; however, the obligations of ensuring this indemnification must also be complied with as set forth in Section 14 herein. This indemnification shall survive the termination of this Agreement and shall be binding on the Consultant and its successors or assignees.

SECTION 16. TERM OF AGREEMENT

The term of this Agreement is for a period of three (3) years commencing on the Effective Date, unless terminated pursuant to the provisions of this Agreement ("Initial Term"). In addition to the Initial Term, the Authority will have two (2) consecutive options to extend this Agreement for one

(1) year each upon mutual written agreement of both Parties. All Work Orders must be completed within the term of this Agreement, unless the Work Order is unavoidably delayed. A Work Order may not be issued for work that exceeds the Agreement expiration date.

SECTION 17. TERMINATION OF AGREEMENT BY THE AUTHORITY/SURVIVAL

- A. The Agreement may be terminated by the Authority, with or without cause, upon ten (10) days written notice to the Consultant. Termination will be effective on the date provided in the notice. In the event of termination under this section, the Consultant shall be entitled to compensation for all services provided to the Authority up to the date of termination, which are within the Scope of Services as provided in the Work Order, and are allowed under this Agreement. If the Agreement is so terminated, Consultant must promptly deliver to the Authority copies of all then completed deliverable items and all tracings, drawings, survey notes and other documents that directly support the deliverables prepared by Consultant.
- B. In the event the Agreement should be terminated by Authority or Consultant, the duties and obligations of Consultant under the following provisions shall survive termination and continue in full force and effect:
1. Section 3(G) and 11(F), regarding Audits;
 2. Section 8, regarding Project Documents and Data;
 3. Section 14(J), regarding Professional Liability Insurance;
 4. Section 15, regarding Indemnification;
 5. Section 17, regarding Termination of Agreement by the Authority/Survival;
 6. Section 18, regarding Default/Remedies;
 7. Section 25, regarding Dispute Resolution; and
 8. Section 26, regarding Controlling Law/Attorney Fees.

SECTION 18. DEFAULT/REMEDIES

- A. Either Party may terminate this Agreement upon the other Party's failure to comply with any term or condition of this Agreement, as long as the terminating Party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating Party shall provide the defaulting Party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting Party has failed to comply. If the defaulting Party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. However, if the Authority is terminating the Agreement without cause, the Authority's Notice of Termination does not need to describe any terms and conditions with which the Consultant has failed to comply. 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 the debts mature or making an assignment for the benefit of creditors shall constitute a default by Consultant entitling the Authority to terminate this Agreement as set forth above. The Parties agree that this Agreement is an executory contract. If, after termination by the Authority, it is determined that the Consultant was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the Authority. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.
- B. Unless specifically waived by the Authority, the Consultant's failure to timely comply with any obligation in this Agreement or Work Order shall be deemed a breach of this

Agreement and the expenses and costs incurred by the Authority, including attorney fees and costs, and attorney fees and costs on appeal, due to said breach shall be borne by the Consultant. Additionally, the Authority shall not be limited in recovery by the terms of this Agreement but may avail itself of any and all rights or remedies it may be entitled to under Florida law for any breach of this Agreement.

- C. A waiver, at any time, by the Authority of Consultant's breach of, or default in, any of the terms, provisions and obligations of this Agreement will not be construed to be a waiver of any other terms, provisions and obligations hereof or a waiver of any breach or default other than specifically waived. The Authority's failure at any time to compel a fulfillment of any one or more of the terms, provisions or obligations under this Agreement will not be construed to be a waiver of Authority's right thereafter to enforce any such right. No waiver by the Authority will be deemed to have been made unless expressed in writing and signed by the Authority.

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. If the Parties cannot agree to such amendments, modifications or supplements to the Agreement, the remainder of the provisions in the Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated.

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 all other information provided in Exhibit “B” shall be adjusted to exclude any significant sums by which the Authority determines the Agreement Fee Schedule or Work Order price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Any such adjustments will be made within one (1) year following the end of this Agreement.

- B. Pursuant to Subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or

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

SECTION 22. SUCCESSORS AND ASSIGNS

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

SECTION 23. FORCE MAJEURE

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

SECTION 24. NO THIRD PARTY BENEFICIARY

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

SECTION 25. DISPUTE RESOLUTION

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

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

SECTION 26. CONTROLLING LAW/ATTORNEY FEE

- A. The Agreement is to be construed and governed in accordance with 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. Consultant hereby expressly waives any right it has to object to the venue of any action commenced in any courts in Manatee County, Florida or 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 at its sole and absolute discretion 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, as amended, 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 amount of the Work Orders resulting from this Agreement and all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of false certification. 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:

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

SECTION 30. EXTENT OF AGREEMENT

A. The Agreement represents the entire and integrated agreement between the Authority and Consultant and supersedes all prior negotiations, representations or agreement, either written or oral for services under a blanket agreement of this nature. This Agreement in no way is connected with nor affects separate agreement(s) arrived at through formal

solicitation for professional services associated with large, dedicated capital improvement projects as may be awarded by the Authority Board of Directors.

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

SECTION 31. AMENDMENTS

This Agreement may be amended from time to time provided the Authority and the Consultant mutually agree to such amendment, and the amendment is stated in writing, executed by both Parties; provided, however, that Authority may review and modify the terms and conditions of this Agreement at any time during the term as deemed necessary by the Authority for the following reasons including, but not limited to:

- A. Conforming the Agreement to the adoption or revision of Florida Statutes, rules, cases, regulations, and standards that require the modification of the Agreement for compliance; and,
- B. Conforming to the adoption or revision of the Authority's Procurement Policy.

SECTION 32. COUNTERPARTS

The Parties hereto may execute this Agreement in counterparts and such signatures will have the same effect as if signed all at the same time.

SECTION 33. COMPUTATION OF TIME

The time in which any act provided by this Agreement is to be done is computed by excluding the first day and including the last day, unless the last day is Saturday, Sunday or a legal holiday and then it is also extended to the next business day.

SECTION 34. TIME OF ESSENCE

Time is of the essence with respect to each date and time specified in this Agreement by which an event is to occur.

SECTION 35. HEADINGS AND CAPTIONS

All headings and captions in this Agreement are for reference and convenience only and will not be held to modify or affect the substantive terms and provisions of this Agreement in any manner.

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

ATTEST:

**PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY AUTHORITY**

BY: _____

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

WITNESS:

Consultant (name & title) Date

PREPARED BY AND APPROVED
AS TO FORM BY:

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

EXHIBIT A
(Consultant Statement of Qualification)

EXHIBIT B
(Consultant Fee Schedule)

EXHIBIT C

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.

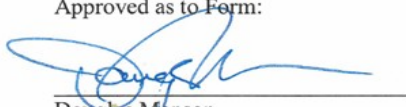
Attest:


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



CERTIFICATE OF LIABILITY INSURANCE

SAMPLE

DATE (MM/DD/YYYY)
Date COI created

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 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).

PRODUCER Insurance Agent Company Name	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Insuring Company Name (1)		12345
INSURED Consultant Company Name	INSURER B : Insuring Company Name (2)		67890
	INSURER C : Insuring Company Name (3)		111213
	INSURER D : Insuring Company Name (4)		141516
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>			00/00/00	00/00/00	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	
	OTHER:						GENERAL AGGREGATE	
							PRODUCTS - COMP/OP AGG	
B	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>					COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						<input type="checkbox"/> SCHEDULED AUTOS	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						<input checked="" type="checkbox"/> NON-OWNED AUTOS	
	<input checked="" type="checkbox"/> HIRED AUTOS						<input checked="" type="checkbox"/> Employee Non-Ownership	
	UMBRELLA LIAB						PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> EXCESS LIAB							
	DED							
	RETENTION \$							
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N						
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A					
D	Professional Liability						Each Occurrence	\$1,000,000
							Aggregate	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All policies, except Workers Comp & Professional Liability shall be endorsed to include as Additional Insureds: the Authority, its directors, officers, employees & agents. Commercial (occurrence form) or comprehensive general liability (occurrence form) shall include contractual liability and reference the Agreement for General Hydrologic/Hydrogeologic Services. 30 Days' Notice of Cancellation wording & endorsement required.

CERTIFICATE HOLDER

CANCELLATION

Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, FL 34202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
REQUEST FOR STATEMENTS OF QUALIFICATIONS
for
HYDROLOGIC/HYDROGEOLOGIC SERVICES**

MEMORANDUM - ADDENDUM NO. 1

July 20, 2020

Please note that the scope of services as issued on July 14, 2020 for the above referenced SOQ was incorrect. The scope of services as stated in the SOQ Information Packet (Page 1, “Scope of Services”) and the Hydrologic/Hydrogeologic As-Needed Services Contract (Page 1, Whereas # 4; Page 2, Section 1 Definitions- Item B) will be deleted in its entirety and replaced with the verbiage below:

Hydrologic/hydrogeologic services may include, but not be limited to, aquifer testing and analysis, water quality monitoring, feasibility studies, groundwater modeling, permitting and permit compliance, services during well construction, and geologic and hydrologic system evaluations.

The SOQ Package (Request for SOQ and General As Needed Service Contract) have been reposted with the correct information to both the Authority’s website (www.regionalwater.org) and DemandStar (www.demandstar.com)

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
REQUEST FOR STATEMENTS OF QUALIFICATIONS
for
HYDROLOGIC/HYDROGEOLOGIC SERVICES**

MEMORANDUM - ADDENDUM NO. 2

JULY 24, 2020

RESPONSES TO QUESTIONS

1. Question: In regards to the required copy of Florida Professional Licenses (business and/or individual), the State of Florida is no longer requiring Professional Geology firms to acquire or renew business licenses (House Bill 1193). I would like to confirm that only the individual Professional Geologist licenses will suffice if the submitting firm's Geology license has since expired since the House Bill passed (i.e., renewal is no longer necessary). Please confirm.

Response: Professional and Business License requirements will be consistent with State of Florida requirements for Professional Geology.

2. Question: On page 4 of the SOQ Information Package, it states that the transmittal letter is not included in the 20- page limit. Is there a limit to how many pages the transmittal letter can be (can it be more than one page)?

Response: While the SOQ does not include a limit for the transmittal letter, the PSEC will not consider any information included in the transmittal letter after two (2) pages.

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
REQUEST FOR STATEMENTS OF QUALIFICATIONS
for
HYDROLOGIC/HYDROGEOLOGIC SERVICES**

MEMORANDUM - ADDENDUM NO. 3

July 31, 2020

RESPONSES TO QUESTIONS

1. Question: Do you have a list of current incumbents on the H&H Services contract?

Response: The incumbents are Jacobs (fka CH2M), Leggette, Brashears & Graham, Inc, Johnson Engineering and Progressive Water Resources.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Hon. Priscilla Trace
Manatee County

Hon. Ken Doherty
Charlotte County

Hon. Elton A. Langford
DeSoto County

Hon. Alan Maio
Sarasota County

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

DATE: July 13, 2020

TO: Ann Lee, Finance and Administration Manager

FROM: Patrick Lehman, Executive Director

RE: Professional Services Evaluation Committee - Continuing Professional
Hydrogeologic Consulting Services

Pursuant to the Authority's procurement policy Section 5.4, the following individuals are designated to serve on the Professional Services Evaluation Committee (PSEC) for the reference project:

Mike Coates	Chair of the PSEC
Daniel Roberts	Committee Member
Chris Rogers	Committee Member
Sam Stone	Committee Member

Ann Lee is designated as the Authority's project contact responding to questions and information queries about the July 14, 2020 Request for Statements of Qualifications. Statements of Qualifications are due from interested Consultants on August 13, 2020. The PSEC public meeting to review the SOQ's will be held at the Authority's Water Quality Training Center on August 27, 2020.

NOTICE OF MEETING

The **Peace River Manasota Regional Water Supply Authority** announces the following meeting to which the public is invited.

DATE AND TIME: Thursday, August 27 @ 8:30 a.m.

PLACE: Peace River Facility, Water Quality/Training Building, 8998 SW County Road 769, Arcadia, FL 34269

PURPOSE: The Professional Services Evaluation Committee will meet to evaluate and rank the Statement of Qualifications submitted for Continuing General Hydrologic/Hydrogeologic Services. A copy of the agenda is available at www.regionalwater.org or by contacting the Peace River Manasota Regional Water Supply Authority located at 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, by telephone (941) 316-1776 or email peacriver@regionalwater.org. Persons with disabilities who need assistance may call (941) 316-1776 at least two business days in advance to make appropriate arrangements.



Peace River Manasota

Regional Water Supply Authority

SELECTION COMMITTEE MEETING
REQUEST FOR STATEMENT OF QUALIFICATIONS
General Hydrologic/Hydrogeologic Services

August 27, 2020 @ 8:30 AM
8998 SW CR 769, Arcadia, FL 34269

AGENDA

SELECTION COMMITTEE MEMBERS

Michele Coates, Deputy Director (PRMR) (S)

Sarah Stone, Land & Environmental Services Manager (PRMR) (S)

Chris Rogers, Project Manager (PRMR) (S)

Daniel Roberts, Environmental Specialist I (PRMR) (S)

FIRMS SUBMITTING SOQ

Submittal Date: August 13, 2020 @ 2:00 PM

SR&S, LLC

Johnson Engineering

Progressive Water Resources

Stantec

SP

CALL TO ORDER

PUBLIC COMMENTS

REVIEW SOQ REQUIREMENTS AND SCOPE

DISCUSSION OF SOQ SUBMITTALS

RANK FIRMS

ADJOURN

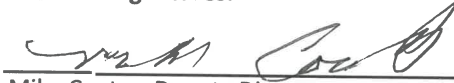
Peace River Manasota Regional Water Supply Authority
 Request for SOQs: As Needed Hydrologic/Hydrogeologic Services
 PSEC Meeting: August 27, 2020 @ 8:30 am
 8998 SW CR 769, Arcadia, FL 34269

CONSULTANT	Criteria					TOTAL	
	1 (30 points)	2 (30 points)	3 (25 points)	4 (10 points)	5 (5 points)	100	
ASR US, LLC	29.5	29.5	24.5	9.8	3.8	97.0	①
Johnson Engineering	23.5	24.0	19.5	10.0	5.0	82.0	④
Progressive Water Resources	28.0	28.3	23.5	10.0	4.8	94.5	②
Stantec	23.0	22.3	18.5	8.0	5.0	76.8	
WSP	25.5	24.0	24.3	6.0	3.5	85.3	③

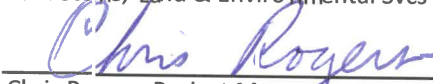
Criteria:

- 1 Consultant Competence/Qualifications/Services
- 2 Similar Experience & Past Professional Accomplishments
- 3 Project Manager Qualifications & Experience
- 4 Consultant Past Record on Authority Projects
- 5 Office Proximity to Authority Service Area

Member Signatures:


 Mike Coates, Deputy Director


 Sam Stone, Land & Environmental Svcs Manager


 Chris Rogers, Project Manager


 Daniel Roberts, Environmental Specialist I

**NOTICE OF INTENDED DECISION FOR AWARD OF CONTRACTS -
GENERAL HYDROLOGIC/HYDROGEOLOGIC SERVICES**

Recommended Action - **Motion** to approve list of firms and authorize the Executive Director to execute agreements for General Hydrologic/ Hydrogeologic Services with each respective firm contingent on review by Authority General Counsel.

Statements of Qualification were requested from consultants for the purpose of providing ‘General Hydrologic / Hydrogeologic Services’ in accordance with the Authority’s Procurement Policy. Five (5) Statements of Qualification were timely received by the August 13, 2020 submittal deadline and were evaluated and ranked by the Authority’s Professional Services Evaluation Committee (PSEC) in accordance with the Authority Procurement Policy.

Staff recommends that the Authority Board of Directors approve the PSEC ranking and recommended list of firms below for award of a continuing services contract for ‘General Hydrologic / Hydrogeologic Services’ at the Authority Board Meeting on September 30, 2020.

Firms (listed alphabetically)	Office Location
ASRUS, LLC	Tampa, FL
Johnson Engineering, Inc.	Port Charlotte, FL
Progressive Water Resources, LLC	Sarasota, FL
WSP USA 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: 9/01/20

TAB B
Statements of Qualification Received (electronic format)

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
September 30, 2020

CONSENT AGENDA
ITEM 11

Approve Firms for ‘General Professional Surveying Services’

Recommended Action -

Motion to approve recommended list of firms and authorize Executive Director to execute Agreement for General Professional Surveying Services with each respective firm contingent on review of contract documents by the General Counsel.

The Authority’s existing General Professional Surveying Services contracts will expire in December 2020. Statements of Qualifications (SOQ’s) were requested in accordance with the Authority’s Procurement Policy and fourteen (14) SOQ’s were received by the August 13, 2020 deadline. All SOQ’s were reviewed and ranked by the Professional Services Evaluation Committee at a public meeting on August 27, 2020. Services under these contracts typically include surveying to meet environmental permit compliance requirements, assistance needed during design or construction of on-site systems such as storm water improvements, and various mapping and property surveys at the Peace River Facility and along transmission pipeline routes.

Staff recommends the Authority Board of Directors approve the recommended list of firms below for award of contracts for ‘General Professional Surveying Services’ and authorize the Executive Director to execute Agreement for General Surveying Services with each respective firm contingent on review of contract required documents by Authority General Counsel. Proposed contracts have a three-year initial term with up to two additional one-year extensions. Proposed spending authorization limits are the same as on the previous contracts at up to \$100,000 per Work Order with approval of the Executive Director and up to \$500,000 if approved by the Board. Supporting information is attached.

Firms (listed alphabetically)	Location
DMK Associates	Venice, FL
E.F. Gaines	Ft. Myers, FL
Johnson Engineering	Port Charlotte, FL
McKim & Creed	Sarasota, FL
Stantec	Sarasota, FL

Budget Action: No action needed.

Attachments:

Tab A Staff Memorandum, Supporting Documentation, Agreement for General Surveying Services
Tab B Statements of Qualifications (electronic format)

TAB A
**Staff Memorandum, Supporting Documentation and Agreement for General Professional
Surveying Services**

MEMORANDUM

DATE: September 30, 2020

TO: Authority Board of Directors

FROM: Patrick Lehman, Executive Director

RE: Consultant Selection for 'General Professional Surveying Services'

Recommendation

In accordance with the Authority's Procurement Policy the Executive Director is to submit to the Authority Board a short list of firms that are determined to be best qualified based upon the evaluation of the SOQ submittals. Staff recommends that the short list of five (5) firms below be approved by the Board for award of a Contract for 'General Professional Surveying Services' with the Authority.

Short List of Recommended Firms (listed Alphabetically)	Office Location
DMK Associates	Venice, FL
E.F. Gaines	Ft. Myers, FL
Johnson Engineering	Port Charlotte, FL
McKim & Creed	Sarasota, FL
Stantec	Sarasota, FL

Background

The Authority has need to retain firms for General Professional Surveying Services for ongoing monitoring programs, surveying to support construction, land acquisition support and system evaluations associated with Authority facilities. Assignments under these contracts will typically be associated with work in the Authority's budget for Reservoir Permit Monitoring, Reservoir Mitigation Area Management, RV Griffin Land Management, and R&R projects.

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

- Executive Director approval of individual work authorizations up to \$100,000. Board consideration/approval would be required for individual work authorizations in excess of this amount.
- Establishes a maximum of \$500,000 per individual work authorizations under the Agreement.

- Assignments under this Agreement are restricted to projects with estimated construction costs less than \$4,000,000.
- Agreement provides a 3-year initial term, with two – one year extensions if mutually agreeable.

The Authority solicited Statements of Qualifications (SOQ's) for General Professional Surveying Services and fourteen (14) SOQ's were timely received on August 13, 2020 from the firms listed in alphabetical order below.

Firms Submitting SOQ listed alphabetically)	Office Location
Dewberry Engineers	Sarasota, FL
*DMK Associates	Venice, FL
*E.F. Gaines	Ft. Myers, FL
ESP Associates	Bradenton, FL
George F. Young Inc.	Lakewood Ranch, FL
Hyatt Surveying	Bradenton, FL
*Johnson Engineering	Port Charlotte, FL
Maser Consulting	Tampa, FL
*McKim & Creed	Sarasota, FL
Morgan & Eklund Inc.	Vero Beach, FL
Southeastern Surveying	Tampa, FL
*Stantec	Sarasota, FL
SurvTech Solutions	Lakeland, FL
ZNS Engineering	Bradenton, FL

Asterisk (*) indicates firm on short list

All SOQ's were reviewed and evaluated in accordance with the Authority's Procurement Policy based on criteria including: Consultant competence/qualification/services; similar project experience and past professional accomplishments; project manager qualifications and experience; past performance on Authority projects; and office proximity to Authority service area.

Based on this evaluation, a short list of five (5) firms is recommended for Board approval of Agreements for 'General Professional Surveying Services'.

Supporting documents attached to this memorandum include:

- 1) Request for Statement of Qualifications
- 2) Information Package for General Professional Surveying Services
- 3) Agreement form for General Professional Surveying Services
- 4) Professional Services Evaluation Committee Documents
- 5) Notice of Intended Decision

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
REQUEST FOR STATEMENTS OF QUALIFICATION
for
GENERAL PROFESSIONAL SURVEYING SERVICES**

The Peace River Manasota Regional Water Supply Authority (Authority) is requesting ‘Statements of Qualifications’ (SOQ) from professional surveying consultants (Consultant) for the purpose of providing general professional surveying services. Professional Surveying Services may include, but not be limited to, surveying for on-going monitoring programs, surveying to support design and construction activities, land acquisition and system evaluations. Work will be assigned on a project specific basis.

An information packet containing details of the SOQ submittal requirements (Information Package) may be downloaded by visiting the Authority’s website (www.regionalwater.org). The Authority may also use DemandStar, a third-party provider, to distribute proposals. Visit the DemandStar website at www.DemandStar.com for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with the Authority. If encountering any difficulties obtaining the Information Package, contact Rachel Kersten at RKersten@regionalwater.org, or by calling 941-316-1776. Questions regarding this Request for Proposals must be directed by email to Ann Lee at ALee@regionalwater.org no later than 5:00 P.M. Eastern Standard Time on July 28, 2020. All responses to questions and addenda, if applicable, will be posted on the Authority website.

Consultant selection will be in accordance with the Information Package and the Authority’s Procurement Policy (adopted December 5, 2018 or latest revision). Firms desiring to provide these professional services to the Authority must submit ten (10) paper copies (one copy shall be unbound) and one (1) electronic PDF copy on a USB drive of their SOQ in accordance with the requirements contained in the Information Package to the attention of Patrick J. Lehman, Executive Director, at the address below no later than 2:00 P.M. Eastern Standard Time on August 13, 2020:

Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, Florida 34202

Dated this 14th day of July, 2020

Patrick J. Lehman, Executive Director
Peace River Manasota Regional Water Supply Authority

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

REQUEST FOR STATEMENT OF QUALIFICATIONS INFORMATION PACKAGE for GENERAL PROFESSIONAL SURVEYING SERVICES

The Peace River Manasota Regional Water Supply Authority (Authority) is requesting ‘Statement of Qualifications’ (SOQ) from Professional Surveying consultants (Consultant) for the purpose of providing General Professional Surveying Services.

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 seventy (70) miles of large-diameter drinking water transmission system pipelines and associated remote pumping stations and finished water storage tanks in several counties

SCOPE OF SERVICES

General Professional Surveying Services may include, but not be limited to: surveying for on-going monitoring programs, surveying to support design and construction activities, land acquisition and system evaluations. Work will be assigned on a project specific basis.

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 one million dollars or more. Consultant may not submit a bid if it is on the aforementioned lists. By submitting a proposal, Consultant must certify that it is not on

the aforementioned lists.

GENERAL PROJECT SCHEDULE

<u>Milestone</u>	<u>Expected Date of Completion</u>
(1) Advertise for Consultant SOQ	07/14/2020
(2) Final Date for Questions	07/28/2020
(3) SOQ Submittals Due to the Authority	08/13/2020
(4) PSEC ^(a) Meeting	08/27/2020
(5) Consultant Selection by the Authority Board of Directors	09/30/2020

(a) PSEC = Professional Services Evaluation Committee. All PSEC meetings are publicly noticed.

The Authority reserves the right to delay scheduled dates if determined to be in the best interest of the Authority.

CONSULTANT SELECTION PROCESS

The Authority intends to select multiple Consultants to provide General Professional Surveying Services. Consultant selection shall be in accordance with the Section 287.055, Florida Statutes, known as the Consultants' Competitive Negotiation Act, and the Authority's Procurement Policy (adopted December 5, 2018 or latest revision). The Authority's Procurement Policy can be viewed in its entirety on the Authority's website at www.regionalwater.org. Section 5.4 of the Authority's Procurement Policy pertains specifically to Professional Services. A copy of the Authority's standard professional services contract form is included in this information package.

The professional services contract contains minimum insurance requirements that must be satisfied for the contract to be executed by the Authority. 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 SOQ and those included in the Authority's standard professional services contract. Questions and clarification related to this Request for SOQ or the Authority's standard professional services contract, must be submitted to the Authority as described below.

After issuance of this Request for SOQ, 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 SOQ must be presented in writing via email to Ann Lee at ALee@regionalwater.org no later than 5:00 p.m. Eastern Standard Time on July 28, 2020. **Consultants are responsible to review the Authority's website for the Authority's responses to any questions timely submitted.**

STATEMENT OF QUALIFICATION REQUIREMENTS

The SOQs must (at minimum) include the following:

1. Legal name, address, phone number and email of Consultant;
2. List of partners/sub-consultants (if any) who would be utilized on Authority projects;
3. Principal office locations of submitting Consultant and any proposed partners/sub-consultants;
4. Legal form of company, i.e. partnership, corporation, joint venture (if joint venture, identify the members);
5. Copy of Florida Professional Licenses as applicable (business and/or individual);
6. Identification of Consultant's "Project Manager" who is proposed to serve as point of contact for any and all work assigned by the Authority, location of "Project Manager", outline of qualifications and professional experience;
7. Identification, outline of qualifications and professional experience of other key personnel who will be assigned to conduct professional services provided in the Scope of Services section, and the location of the office to which they are assigned;
8. Description and examples of projects completed by Consultant relating to the professional services requested herein, including budget and completion time information;
9. Disclosure of whether Consultant or sub-consultant(s) currently represents Charlotte, DeSoto, Manatee or Sarasota Counties, and/or the City of North Port (Customers), in any capacity, and description of such representation, if applicable;
10. Disclosure of any current litigation the Consultant or sub-consultant(s) is a party to against the Authority or any of the Customers, either directly or indirectly (e.g., retained for testimony and expertise on behalf of any other entity; subpoenaed; etc.) and a description of such litigation, if applicable;
11. Summary and disposition of any individual cases of litigation, judgments and/or legal actions, entered against Consultant or sub-consultant(s) for breach of contract for work performed for any local, state, federal, public or private entity, by any state or federal court, within the last five (5) years;
12. List of at least three (3) clients that are Florida public entities the Authority can contact as references with respect to Consultant's work performance for a project with a similar scope; and
13. Required forms (see copies attached below):
 - Project Manager and Project Team/Key Personnel Form;
 - Signed Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes; and
 - References Form.

Costs and billing rates shall not be submitted with the SOQ.

Two or more Consultants may combine for the purpose of responding to this Request for Statement of Qualifications provided 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 20 one-sided pages for all requested information described herein including the required forms listed in Item 13 above. Front and back covers, transmittal letter, and section dividers are excluded from the 20 page limit. 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 10 paper copies (1 copy shall be unbound) and 1 electronic PDF copy on a USB drive of their SOQ in accordance with the requirements contained in the information package to:

Peace River Manasota Regional Water Supply Authority
 Attn: Patrick J. Lehman, Executive Director
 SOQ: General Professional Engineering Services
 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 Time on August 13, 2020** at the above referenced address. It is the Consultant’s responsibility to assure that its SOQ is delivered to the Authority prior to the above deadline. The Authority will not be responsible for any lost or late arriving proposals sent via the U.S. Postal Service or other delivery services. 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 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.

SOQ EVALUATION CRITERIA

The following factors, with the weighting indicated, will be used to evaluate proposals:

Criteria	Weighting
Consultant (team) Competence/Qualifications/Services	30 points
Similar Experience and Past Professional Accomplishments	30 points
Project Manager Qualifications and Experience	25 points
Consultant (team) past record on Authority Projects	10 points
Office Proximity to Authority Service Area	5 points
TOTAL	100 points

PROCUREMENT POLICY AND BID PROTESTS

Consultant is hereby placed on notice of the existence of the Peace River Manasota Regional Water Supply Authority Procurement Policy, December 2018 (or latest revision) (“Procurement Policy”), and is considered to be on constructive notice of all provisions contained therein. A copy is available at the Authority’s Administrative Office at 9415 Town Center Parkway, Lakewood Ranch, Florida 34202 and on the Owner’s website at www.regionalwater.org. The Authority shall post the intended decision or Board decision on the Authority’s website at www.regionalwater.org. Notwithstanding the Procurement Policy, disputes regarding the bidding process shall be resolved in accordance with section 120.57(3), Florida Statutes. 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 required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

**PROJECT MANAGER AND PROJECT TEAM/KEY PERSONNEL
for
GENERAL PROFESSIONAL SURVEYING SERVICES**

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

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

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ by _____ of _____, a _____ company organized under the laws of the State of _____, on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public
Name (Printed) _____

My commission expires _____.

(Printed typed or stamped Commissioned name of Notary Public)

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
REQUEST FOR STATEMENTS OF QUALIFICATIONS
for
PROFESSIONAL SURVEYING SERVICES**

MEMORANDUM - ADDENDUM NO. 1

JULY 24, 2020

RESPONSES TO QUESTIONS

1. Question: The SOQ requires the use of black standard text. Are we permitted to use other colors in text headings and charts/graphics.

Response: Yes, the use of color for graphics/charts or to differentiate headings is acceptable.

2. Question: The SOQ requires 12 point font size – are we permitted to use smaller font sizes for charts, graphics and call out boxes?

Response: Text within graphics, charts and call out boxes must be a minimum of 10-point font.

3. Question: On page 4 of the SOQ Information Package, it states that the transmittal letter is not included in the 20- page limit. Is there a limit to how many pages the transmittal letter can be (can it be more than one page)?

Response: While the SOQ does not include a limit for the transmittal letter, the PSEC will not consider any information included in the transmittal letter after two (2) pages.

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
REQUEST FOR STATEMENTS OF QUALIFICATIONS
for
PROFESSIONAL SURVEYING SERVICES**

MEMORANDUM - ADDENDUM NO. 2

JULY 31, 2020

RESPONSES TO QUESTIONS

1. Question: The SOQ states we must include “Copy of Florida Professional Licenses as applicable (business and/or individual).” Does each individual copy of license count towards the page limit? In order to fulfill the individual proof of license requirement, would it be acceptable to include our key personnel license numbers instead?

Response: Copies of Florida Professional Licenses (business and/or individual) will be included in the total page count. Copies of Florida Professional Licenses (business and/or individual) may be reduced in size as long as readability is maintained and should include all applicable licenses for the Project Manager as well as any named party/business listed on the Project Team/Key Personnel form.

**AGREEMENT FOR GENERAL PROFESSIONAL SURVEYING SERVICES BETWEEN
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
AND _____**

The Agreement is made this ____ day of _____, 20__ (“Effective Date”) between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an independent special district created pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes, acting by and through its governing Board of Directors, hereinafter referred to as the “Authority”, whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, and _____, hereinafter referred to as “Consultant”, whose address is _____. Authority and Consultant are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

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 desires to retain a consultant to provide as-needed General Professional Surveying Services that may include but are not limited to: surveying for on-going monitoring programs, surveying to support design and construction activities, land acquisition and system evaluations, with work assigned on a project specific basis; and

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

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

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

SECTION 1. DEFINITIONS

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

- A. "Agreement" – This written document and the Agreement Documents set forth in Section 7 hereof, as it may be amended from time to time.
- B. "As-Needed Professional Surveying Services" – Professional Surveying services to be provided by Consultant to the Authority from time-to-time, generally consisting of (but not limited to): surveying for on-going monitoring programs, surveying to support design and construction activities, land acquisition and system evaluations.
- C. "Fee Schedule" – Schedule showing billing rates for Consultant's various personnel classifications that serves as a basis for budget development on tasks within the Scope of Services, and which is included as Exhibit "B" in the Agreement.
- D. "Scope of Services" – Specific tasks and duties to be conducted by Consultant within a pre-determined timeframe for a specified fee to meet a defined objective, collectively comprising a Work Order and also known as the "Project".
- E. "System" – All real property, interest in real property, fixtures, personal property, wells, buildings, treatment systems, pumps, pipelines, storage facilities, reservoirs, aquifer

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

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

SECTION 2. ENGAGEMENT OF CONSULTANT

The Authority hereby agrees to engage Consultant, and Consultant hereby agrees to perform As-Needed Professional Surveying Services as directed by the Authority. Key personnel and sub-consultants/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 sub-consultants/subcontractors must be with equal or more qualified persons, and must be approved by the Authority before a new member works on a Project. Notwithstanding, the Authority and Consultant may assign other individuals to serve as key personnel for particular Work Orders.

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

For each Work Order assigned to the Consultant, the Authority and Consultant shall develop a Scope of Services that will include the project objective, project tasks, deliverables, staffing, performance schedule and estimated costs required to complete the Work Order. Consultant shall

proceed and furnish these services upon authorization by the Authority. Any modification to a Work Order, including a change to the Scope of Services, must be approved in writing by the Authority. In addition to the services set forth in individual Work Orders, the Consultant shall perform the following:

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

- G. The Authority shall have the right during the three (3) year period following the expiration or termination of the Agreement to audit Consultant with regard to any financial matters in connection with the services provided under this Agreement. The requested audit shall be performed by a certified public accountant selected and paid for by the Authority. Consultant shall make all documents and data available to the Authority or its designated auditor. Consultant may have the audit reviewed by Consultant's auditor at Consultant's expense.
- H. Work Orders issued in accordance with this Agreement are limited to projects in which the estimated construction cost of each individual project under the contract does not exceed \$4 million and for a study activity if the fee for professional services for each individual study under this Agreement does not exceed \$500,000.
- I. If applicable, any list of items required to render complete, satisfactory, and acceptable the construction services provided by the Authority for a Work Order must be completed pursuant to Section 218.735, Florida Statutes, as amended.

SECTION 4. THE AUTHORITY'S RESPONSIBILITY

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

- A. To designate the Authority's Executive Director to act on the Authority's behalf with respect to all matters relating to the assigned Work Orders. The Executive Director shall have complete authority to issue Work Order up to the applicable dollar limits established in the Authority's current Procurement Policy; transmit instructions; receive information; approve invoices and authorize payments thereon; and interpret and define Authority's policies and decisions with respect to materials, elements, sub-consultants, key personnel

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

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

SECTION 5. TIME OF PERFORMANCE

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

SECTION 6. COMPENSATION

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

- A. Compensation for each Work Order approved by the Authority Board of Directors or Executive Director pursuant to the Authority's Procurement Policy shall be established based on the Fee Schedule in Exhibit "B" and tasks included in the Scope of Services.

Individual tasks in a Scope of Services may be compensated as either lump-sum or time-and-materials as negotiated between Consultant and the Authority and provided for in the Scope of Services. Final payments in all cases will be subject to successful completion of a Work Order and the Authority's acceptance of tasks and project schedule, in accordance with the terms of this Agreement and the Work Order. The Fee Schedule in Exhibit "B" 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 Work Order activities, and agreed to by the Authority's Executive Director. Expenses, which may be incurred by the Consultant for travel or hotels, must be pre-approved by the Authority's Executive Director and, if pre-approved, will be reimbursed in accordance with Exhibit "C", Authority Resolution 2018-01 *Resolution Establishing Per Diem and Travel Expenses* (or latest revision). This paragraph supersedes any conflicts that may occur with Exhibit "B".
- C. Consultant shall prepare and submit to the Authority's Executive Director for approval monthly invoices for the services rendered and expenses incurred pursuant to completion of each Work Order. All invoices shall be on a calendar month basis. Invoices must be submitted to the Executive Director, or the Executive Director's designee, by the 20th day of the month for work completed the previous month. Payment shall be made in accordance with paragraph A from the date when it is stamped as received by the Authority unless payment is not approved by the Executive Director pursuant to paragraph D. All

invoices shall be accompanied by a report identifying the nature and progress of the services performed and in a format approved by the Executive Director, or the Executive Director's designee.

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

SECTION 7. AGREEMENT DOCUMENTS

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

- A. Consultant's _____, 2020 Statement of Qualifications, attached hereto as Exhibit "A"
- B. Fee Schedule, attached hereto as Exhibit "B",
- C. Authority Resolution 2018-01 *Resolution Establishing Per Diem and Travel Expenses*, (or latest revision) attached hereto as Exhibit "C",
- D. Certificate of Insurance, attached hereto as Exhibit "D", and
- E. Any written amendments, modifications, Work Orders or addenda to the Agreement.

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

SECTION 8. DOCUMENTS AND DATA

- A. Unless otherwise provided by the Authority, Consultant will provide the Authority with hard and electronic copies of any and all reports, models, studies, maps or other documents ("Documents") resulting from a Work Order at no cost to the Authority. All original documents prepared by Consultant are instruments of service and shall be the 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. All electronic copies, including copies of electronic media used to store data, shall be provided to the Authority in a format specified by the Authority that is suitable for hard copy print out. Reports, documents and maps obtained from other agencies in the course of executing a Work Order shall be considered the property of the

Authority and will be delivered by Consultant to the Authority upon the Authority's request and completion of each Work Order.

- B. The documents, drawings, technical data and working papers obtained or generated under the Agreement, including Documents described in A. above, 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 the Authority obtained or generated under the Agreement.
- C. All tracings, plans, specifications, maps, plats, evaluations, reports, models, and technical data, including working papers prepared or obtained under the Agreement, shall become the property of the Authority without restriction or limitation of use, and shall be made available, upon request, to the Authority at any reasonable time. Consultant may retain copies thereof for their files and internal use. Any use by the Authority of such materials obtained under the Agreement for any purpose not within a Work Order pursuant to the Agreement or use of incomplete materials obtained from Consultant by the Authority shall be made at the risk of the Authority and made without liability to Consultant. However, this does not constitute a disclaimer of the professional competency of the original work as used within a Work Order.
- D. All final plans, contract documents, reports and/or such other documents that are required by Florida Law to be endorsed and are prepared by Consultant in connection with a Work Order shall bear the certification of a person in the full employment of Consultant or duly retained by Consultant and duly licensed and with current registration in the State of Florida in the appropriate professional category.

- E. Consultant shall make any patentable product or result of the Work Order and Scope of Services and all associated information, design, specifications, data, and findings available to the Authority. No material prepared in connection with the Work Order 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 the Agreement or any assigned Work Orders. Any use of materials or patents obtained by the Authority under the Agreement for any purpose not within a Work Order pursuant to the Agreement shall be at the risk of the Authority. However, this does not constitute a disclaimer of the professional competency of the original work as used within a Work Order. At the Authority's discretion, whenever any renderings, photographs of renderings, photographs of model, or photographs of the Work Order products 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 term of a Work Order, Consultant agrees to provide the Authority with copies of any documents and additional materials in its possession resulting from the performance of the Agreement or a Work Order at no cost. However, this provision shall not be considered a waiver of any claim of attorney/client privilege to which Consultant is entitled.
- G. Consultant shall not publish, copyright, or patent any of the data furnished or developed pursuant to the Agreement or any assigned Work Order without first obtaining the Authority's written consent.
- H. Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law), as amended. In addition to this Agreement's requirements and as required

by Section 119.0701(2), Florida Statutes, as amended, 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 to Authority 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, as amended, 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, as amended, 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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 Work Orders in a timely manner and in accordance with the standard of care, skill and diligence customarily provided by an experienced professional organization rendering the same services, and in accordance with sound principles and practices. The Authority shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services called for hereunder, or the character, quality, amount, or value thereof. The decision of the Authority upon all such claims, questions, or disputes shall be reasonable and in adherence with sound principles and practices applicable to the professional services.

SECTION 10. CONSULTANT'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Consultant acknowledges and explicitly represents to the Authority the following:

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

- B. In connection with the 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 as provided pursuant to Work Orders may interface with work performed by others;
 3. Utilization of the services under the Agreement for the purposes intended may require that Consultant coordinate the Project with other ongoing projects by the Authority;
 4. During the construction associated with any assigned Work Order, Consultant shall coordinate Work Order tasks with the Authority in order to minimize interference with the Authority's customers; and
 5. Authority may suffer financial loss if the services are not completed within the time periods set forth in a Work Order, or any extensions thereof.
- D. Consultant has familiarized itself with the nature and extent of the Agreement, services expected to be performed under the Agreement, and federal, state and local laws, statutes,

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

- E. Consultant has reviewed the Agreement (including its Exhibits) and all available information and data shown or indicated in the Agreement and has given the Authority written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in the Agreement or information or data, and the written resolution thereof by the Authority is acceptable to Consultant.
- F. Consultant shall obtain and review all information and data that relates to each Work Order 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 each Work Order is of the essence in the Agreement.

SECTION 11. SUSPENSION OF PROJECT – EXTRA SERVICES

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

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

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

assistance that the Authority may request. Such assistance shall constitute Extra Services, unless such claims are caused by the failure of Consultant, its agents, employees, or subcontractors to comply with the terms and conditions of the Agreement or otherwise perform their duties under this Agreement or a Work Order.

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

SECTION 12. SUBCONTRACTORS

Consultant shall not subcontract, assign, or transfer the Agreement or any work or services specifically authorized in the Agreement without the prior written consent of the Authority, which consent may be withheld in the Authority's sole and absolute 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 Work Orders, and all applicable laws as their work or services affect the Authority. Consultant shall not permit any subcontractor, supplier or other person or organization to perform work or services unless such subcontractor, supplier or other person or organization has complied with the workers' compensation insurance requirements contained in Section 14 herein. Nothing in this Agreement shall be construed to create, or be implied to create, any relationship between the Authority and any subcontractor of the Consultant.

SECTION 13. INDEPENDENT CONTRACTOR

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

or Consultant's agents, subcontractors or employees are in any manner agents, subcontractors or employees of the Authority. It is understood and agreed that Consultant is, and shall at all times remain as to the Authority, a wholly independent contractor and that Consultant's obligations to the Authority are solely as prescribed by the Agreement. Nothing contained in this Agreement will be deemed or construed by the Parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between the Authority and the Contractor.

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.
 - c. Consultant must be in compliance with all applicable state and federal workers' compensation laws.
 2. Commercial or Comprehensive General Liability. Coverage must include:
 - a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage.

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

designated for the service of process. Consultant shall provide the Authority with financial information concerning any self-insurance fund insuring Consultant. At the Authority's option, Self-Insurance Fund financial information may be waived.

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

mail. Consultant shall give notice to the Authority within twenty-four (24) hours of any oral or written notice of adverse change, non-renewal or cancellation. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

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

N. Consultant shall be responsible for ensuring all of its subcontractors, suppliers and other persons or organizations working for Consultant in connection with a Work Order comply with all of the insurance requirements contained herein relative to each such party.

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 or any Work Order. The execution of the Agreement by Consultant shall obligate Consultant to comply with the foregoing indemnification provision; however, the obligations of ensuring this indemnification must also be complied with as set forth in Section 14 herein. This indemnification shall survive the termination of this Agreement and shall be binding on the Consultant and its successors or assignees.

SECTION 16. TERM OF AGREEMENT

The term of this Agreement is for a period of three (3) years commencing on the Effective Date, unless terminated pursuant to the provisions of this Agreement (“Initial Term”). In addition to the Initial Term, the Authority will have two (2) consecutive options to extend this Agreement for one (1) year each upon mutual written agreement of both Parties. All Work Orders must be completed within the term of this Agreement, unless the Work Order is unavoidably delayed. A Work Order may not be issued for work that exceeds the Agreement expiration date.

SECTION 17. TERMINATION OF AGREEMENT BY THE AUTHORITY/SURVIVAL

- A. The Agreement may be terminated by the Authority, with or without cause, upon ten (10) days written notice to the Consultant. Termination will be effective on the date provided in the notice. In the event of termination under this section, the Consultant shall be entitled to compensation for all services provided to the Authority up to the date of termination, which are within the Scope of Services as provided in the Work Order, and are allowed under this Agreement. If the Agreement is so terminated, Consultant must promptly deliver to the Authority copies of all then completed deliverable items and all tracings, drawings, survey notes and other documents that directly support the deliverables prepared by Consultant.
- B. In the event the Agreement should be terminated by Authority or Consultant, the duties and obligations of Consultant under the following provisions shall survive termination and continue in full force and effect:
1. Section 3(G) and 11(F), regarding Audits;
 2. Section 8, regarding Project Documents and Data;
 3. Section 14(J), regarding Professional Liability Insurance;
 4. Section 15, regarding Indemnification;
 5. Section 17, regarding Termination of Agreement by the Authority/Survival;
 6. Section 18, regarding Default/Remedies;
 7. Section 25, regarding Dispute Resolution; and
 8. Section 26, regarding Controlling Law/Attorney Fees.

SECTION 18. DEFAULT/REMEDIES

- A. Either Party may terminate this Agreement upon the other Party's failure to comply with any term or condition of this Agreement, as long as the terminating Party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating Party shall provide the defaulting Party with a written "Notice

of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting Party has failed to comply. If the defaulting Party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. However, if the Authority is terminating the Agreement without cause, the Authority's Notice of Termination does not need to describe any terms and conditions with which the Consultant has failed to comply. 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 the debts mature or making an assignment for the benefit of creditors shall constitute a default by Consultant entitling the Authority to terminate this Agreement as set forth above. The Parties agree that this Agreement is an executory contract. If, after termination by the Authority, it is determined that the Consultant was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the Authority. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

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

C. A waiver, at any time, by the Authority of Consultant's breach of, or default in, any of the terms, provisions and obligations of this Agreement will not be construed to be a waiver of any other terms, provisions and obligations hereof or a waiver of any breach or default other than specifically waived. The Authority's failure at any time to compel a fulfillment of any one or more of the terms, provisions or obligations under this Agreement will not be construed to be a waiver of Authority's right thereafter to enforce any such right. No waiver by the Authority will be deemed to have been made unless expressed in writing and signed by the Authority.

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. If the Parties cannot agree to such amendments, modifications or supplements to the Agreement, the remainder of the provisions in the Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated.

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 all other information provided in Exhibit “B” shall be adjusted to exclude any significant sums by which the Authority determines the Agreement Fee Schedule or Work Order price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Any such adjustments will be made within one (1) year following the end of this Agreement.

- B. Pursuant to Subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By signing this Agreement, Consultant warrants that it is not currently on a suspended

vendor list and that it has not been placed on a convicted vendor list in the past thirty-six (36) months. Consultant further agrees to notify the Authority if placement on either of these lists occurs.

SECTION 22. SUCCESSORS AND ASSIGNS

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

SECTION 23. FORCE MAJEURE

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

SECTION 24. NO THIRD PARTY BENEFICIARY

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

SECTION 25. DISPUTE RESOLUTION

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

options. No services shall be delayed or postponed pending resolution of any disputes or disagreements.

SECTION 26. CONTROLLING LAW/ATTORNEY FEE

- A. The Agreement is to be construed and governed in accordance with 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. Consultant hereby expressly waives any right it has to object to the venue of any action commenced in any courts in Manatee County, Florida or 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 at its sole and absolute discretion 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, as amended, 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 amount of the Work Orders resulting from this Agreement and all reasonable attorney's fees and costs, including any costs

for investigations that led to the finding of false certification. 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:

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

SECTION 30. EXTENT OF AGREEMENT

A. The Agreement represents the entire and integrated agreement between the Authority and Consultant and supersedes all prior negotiations, representations or agreement, either written or oral for services under a blanket agreement of this nature. This Agreement in no way is connected with nor affects separate agreement(s) arrived at through formal solicitation for professional services associated with large, dedicated capital improvement projects as may be awarded by the Authority Board of Directors.

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

SECTION 31. AMENDMENTS

This Agreement may be amended from time to time provided the Authority and the Consultant mutually agree to such amendment, and the amendment is stated in writing, executed by both Parties; provided, however, that Authority may review and modify the terms and conditions of this Agreement at any time during the term as deemed necessary by the Authority for the following reasons including, but not limited to:

- A. Conforming the Agreement to the adoption or revision of Florida Statutes, rules, cases, regulations, and standards that require the modification of the Agreement for compliance; and,
- B. Conforming to the adoption or revision of the Authority's Procurement Policy.

SECTION 32. COUNTERPARTS

The Parties hereto may execute this Agreement in counterparts and such signatures will have the same effect as if signed all at the same time.

SECTION 33. COMPUTATION OF TIME

The time in which any act provided by this Agreement is to be done is computed by excluding the first day and including the last day, unless the last day is Saturday, Sunday or a legal holiday and then it is also extended to the next business day.

SECTION 34. TIME OF ESSENCE

Time is of the essence with respect to each date and time specified in this Agreement by which an event is to occur.

SECTION 35. HEADINGS AND CAPTIONS

All headings and captions in this Agreement are for reference and convenience only and will not be held to modify or affect the substantive terms and provisions of this Agreement in any manner.

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

ATTEST:

**PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY AUTHORITY**

BY: _____

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

WITNESS:

Consultant (name & title) Date

PREPARED BY AND APPROVED
AS TO FORM BY:

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

EXHIBIT A
(Consultant Statement of Qualification)

EXHIBIT B
(Consultant Fee Schedule)

EXHIBIT C

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.

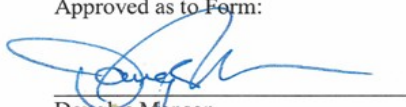
Attest:


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

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Hon. Priscilla Trace
Manatee County

Hon. Ken Doherty
Charlotte County

Hon. Elton A. Langford
DeSoto County

Hon. Alan Maio
Sarasota County

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

DATE: July 13, 2020

TO: Ann Lee, Finance and Administration Manager

FROM: Patrick Lehman, Executive Director

RE: Professional Services Evaluation Committee - Continuing Professional Surveying Services

Pursuant to the Authority's procurement policy Section 5.4, the following individuals are designated to serve on the Professional Services Evaluation Committee (PSEC) for the reference project:

Kevin Morris	Chair of the PSEC
Scott Cunningham	Committee Member
Chris Rogers	Committee Member
Ford Ritz	Committee Member

Ann Lee is designated as the Authority's project contact responding to questions and information queries about the July 14, 2020 Request for Statements of Qualifications. Statements of Qualifications are due from interested Consultants on August 13, 2020. The PSEC public meeting to review the SOQ's will be held at the Authority's Water Quality Training Center on August 27, 2020.

NOTICE OF MEETING

The **Peace River Manasota Regional Water Supply Authority** announces the following meeting to which the public is invited.

DATE AND TIME: Thursday, August 27 @ 9:15 a.m.

PLACE: Peace River Facility, Water Quality/Training Building, 8998 SW County Road 769, Arcadia, FL 34269

PURPOSE: The Professional Services Evaluation Committee will meet to evaluate and rank the Statement of Qualifications submitted for Continuing General Professional Surveying Services. A copy of the agenda is available at www.regionalwater.org or by contacting the Peace River Manasota Regional Water Supply Authority located at 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, by telephone (941) 316-1776 or email peaceriver@regionalwater.org. Persons with disabilities who need assistance may call (941) 316-1776 at least two business days in advance to make appropriate arrangements.



Peace River Manasota

Regional Water Supply Authority

SELECTION COMMITTEE MEETING REQUEST FOR STATEMENT OF QUALIFICATIONS General Professional Surveying Services

August 27, 2020 @ 9:15 AM
8998 SW CR 769, Arcadia, FL 34269

AGENDA

SELECTION COMMITTEE MEMBERS

Kevin Morris, Projects Engineering Manager (PRMR) S
Dord Rit, Project Engineer III (PRMR) S
Chris Rogers, Project Manager (PRMR) S
Scott Cunningham, Construction Manager (PRMR) S

FIRMS SUBMITTING SOQ

Submittal Date: August 13, 2020 @ 2:00 PM

DeBerry Engineers
DM Associates
E. Gaines
ESP Associates
George W. Young Inc
Hyatt Surveying
Johnson Engineering
Maser Consulting
McCreedy Creed
Morgan E Fund Inc.
Southeastern Surveying
Stantec
SurvTec Solutions
S Engineering

CALL TO ORDER

PUBLIC COMMENTS

REVIEW SOQ REQUIREMENTS AND SCOPE

DISCUSSION OF SOQ SUBMITTALS

RANK FIRMS

ADJOURN

Peace River Manasota Regional Water Supply Authority
 Request for SOQs: As Needed Professional Surveying Services
 PSEC Meeting: August 27, 2020 @ 9:15am
 8998 SW CR 769, Arcadia, FL 34269

CONSULTANT	Criteria					TOTAL
	1 (30 points)	2 (30 points)	3 (25 points)	4 (10 points)	5 (5 points)	100
Dewberry Engineers	22.5	22.8	18.0	1.8	4.5	69.5
DMK Associates	24.5	24.0	21.3	8.3	4.5	82.5 (5)
E.F. Gaines	25.0	26.8	24.3	9.5	3.3	88.8 (2)
ESP Associates	25.8	26.3	22.0	0.0	4.5	78.5
George F. Young Inc	28.0	25.8	21.5	0.0	4.8	80.0
Hyatt Surveying	25.5	23.8	20.8	6.5	4.5	81.0
Johnson Engineering	27.8	27.5	22.8	10.0	5.0	93.0 (1)
Maser Consulting	25.3	25.3	16.5	0.0	2.5	69.5
McKim & Creed	26.5	24.8	21.0	6.5	4.5	83.3 (4)
Morgan & Eklund Inc.	19.5	20.3	16.0	0.0	0.8	56.5
Southeastern Surveying	21.8	23.8	20.5	0.0	2.8	68.8
Stantec	25.8	25.0	23.3	6.0	4.5	84.5 (3)
SurvTech Solutions	22.0	24.3	19.3	0.0	2.3	67.8
ZNS Engineering	22.3	21.8	19.8	0.0	4.5	68.3

Criteria:

- 1 Consultant Competence/Qualifications/Services
- 2 Similar Experience & Past Professional Accomplishments
- 3 Project Manager Qualifications & Experience
- 4 Consultant Past Record on Authority Projects
- 5 Office Proximity to Authority Service Area

Member Signatures:

Kevin Morris
 Kevin Morris, Projects & Engineering Manager

Ford Ritz
 Ford Ritz, Project Engineer III

Chris Rogers
 Chris Rogers, Project Manager

Scott Cunningham
 Scott Cunningham, Construction Manager



Peace River Manasota

Regional Water Supply Authority

SELECTION COMMITTEE MEETING REQUEST FOR STATEMENT OF QUALIFICATIONS General Professional Surveying Services

August 27, 2020 @ 9:15 AM
8998 SW County Road 769, Arcadia, FL 34269

SIGN IN SHEET

Name	Signature
Rachel Kersten	Rachel Kersten
RUSSEL STRANER	
CHRIS ROBERS	Chris Rogers
Ford Ritz	Ford Ritz
SOB CUNNINGHAM	
DEVIN MORRIS	Devin Morris
Erik Howard	
RICHARD ANDERSON	
MIKE COATE	Mike Coate
Sam Stone	Sam Stone
TERRY HALCOMB	Terry Halcomb
Chris Warr (ESA)	Chris Warr

**NOTICE OF INTENDED DECISION FOR AWARD OF CONTRACTS -
PROFESSIONAL SURVEYING SERVICES**

Recommended Action - **Motion** to approve list of firms and authorize the Executive Director to execute agreement for Professional Surveying Services with each respective firm contingent on review by Authority General Counsel.

Statements of Qualification were requested from consultants for the purpose of providing ‘Professional Surveying Services’ in accordance with the Authority’s Procurement Policy. Fourteen (14) Statements of Qualification were timely received by the August 13, 2020 submittal deadline and were evaluated and ranked by the Authority’s Professional Services Evaluation Committee (PSEC) in accordance with the Authority Procurement Policy.

Staff recommends that the Authority Board of Directors approve the PSEC ranking and recommended list of firms for award of contract for ‘Professional Surveying Services’ at the Authority Board Meeting on September 30, 2020.

Firms (listed alphabetically)	Office Location
DMK Associates	Venice, FL
E.F. Gaines	Ft. Myers, FL
Johnson Engineering	Port Charlotte, FL
McKim & Creed	Sarasota, FL
Stantec	Sarasota, 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: 9/01/20

TAB B
Statements of Qualification Received (electronic format)

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
September 30, 2020

CONSENT AGENDA
ITEM 12

**Consultant Ranking for Feasibility and Routing Study for
Phase 2B/2C Regional Integrated Loop Pipeline Project**

Recommended Action -

Motion to approve the Professional Services Evaluation Committee ranking, and authorize the Executive Director or his designee to negotiate a contract and a scope and fee for the Feasibility and Routing Study for the Phase 2B/2C Regional Integrated Loop Pipeline Project with the highest ranked firm; Kimley Horn Associates, for consideration at a future Board meeting.

Statements of Qualifications (SOQ's) were requested in accordance with the Authority's Procurement Policy and six (6) SOQ's were received by the July 24, 2020 deadline. All SOQ's were reviewed and ranked by the Professional Services Evaluation Committee at a public meeting on August 11, 2020. As a result of that meeting, the selection committee chose to invite the top three (3) ranked firms back for presentations and interviews at a subsequent public meeting on September 2, 2020. Following the interviews, the selection committee evaluated the firms and developed an order-of-preference for the top three (3) firms as shown below

Firms	Ranking
Kimley Horn Associates	1
Ardurra Group	2
Black and Veatch Corp.	3

Staff recommends that the Authority Board of Directors approve the Professional Services Evaluation Committee ranking, and authorize the Executive Director or his designee to negotiate a contract and a scope and fee for the Feasibility and Routing Study for the Phase 2B/2C Regional Integrated Loop Pipeline Project with Kimley Horn Associates for consideration at a future Board meeting.

Budget Action: No action needed.

Attachments:

Tab A Staff Memorandum, Supporting Documentation
Tab B Statements of Qualifications (electronic format)

TAB A
Staff Memorandum and Supporting Documentation

MEMORANDUM

DATE: September 30, 2020

TO: Authority Board of Directors

FROM: Patrick Lehman, Executive Director

RE: Consultant Selection for 'Feasibility and Routing Study for the Regional Integrated Loop Phase 2B/2C Project'

Recommendation

In accordance with the Authority's Procurement Policy the Executive Director is to submit to the Authority Board a list of firms ranked in order of preference determined to be best qualified based upon the evaluation of the SOQ submittals and any subsequent presentations and/or interviews of the candidate firms. Staff recommends that Board approve the consultant ranking reflected below and authorize the Executive Director or his designee to negotiate a contract and a scope and fee for the Feasibility and Routing Study for the Phase 2B/2C Regional Integrated Loop Pipeline Project with the highest ranked firm; Kinley Horn Associates for consideration at a future Board meeting.

Firms	Ranking
Kimley Horn Associates	1
Ardurra Group	2
Black and Veatch Corporation	3

Background

The Authority is seeking to select a consultant to provide professional engineering services for the Feasibility and Routing Study element associated with the Phase 2B/2C Regional Integrated Loop Pipeline Project. The project area encompassed includes areas within northern Charlotte County, southern Sarasota County and, depending upon the particular route considered, may also include areas within the City of North Port. This regional interconnect project will consist of large diameter transmission main piping and may also include storage and repumping stations at strategic locations, where determined to be necessary.

This selection effort is only intended for the Feasibility and Routing Study stage of the project. Follow-on professional engineering services related to the design, permitting and construction of all or part of the Phase 2B/2C Regional Integrated Loop Pipeline Project will be determined at a later date through a dedicated procurement effort for that (or those) project(s). However, the successful firm chosen at this time for the Feasibility and Routing Study will not be precluded or disqualified from later procurement efforts should the project(s) move forward.

The Selection Process

In accordance with the Authority's Procurement Policy, the Authority solicited Statements of Qualifications (SOQ's) for Professional Engineering Services for a Feasibility and Routing Study for the Phase 2B/2C Regional Integrated Loop Pipeline Project. The request for SOQs was published June 23, 2020. A total of six (6) SOQ's were timely received by the July 24, 2020 deadline to submit from the firms listed in alphabetical order below:

Firms Submitting SOQ listed alphabetically)	Office Location
AECOM Technical Services	Ft. Myers, FL
*Ardurra Group	Sarasota, FL
*Black & Veatch Corporation	Ft. Myers, FL
*Kimley Horn Associates	Sarasota, FL
Stantec Consulting Services	Sarasota, FL
TKW- Consor Consulting Engineers	Ft. Myers, FL

Asterisk (*) indicates firm on short list invited back for presentations/interviews.

All SOQ's were reviewed and evaluated in accordance with the Authority's Procurement Policy based on criteria including: Consultant competence/qualification/services; similar project experience and past professional accomplishments; project manager qualifications and experience; past performance on Authority projects; and office proximity to Authority service area.

The Professional Services Evaluation Committee designated for this project met on August 11, 2020 at a publicly noticed meeting. Based on the evaluation of the committee, a short list of three (3) firms was determined (see firms denoted by asterisk above) and invited back to a subsequent public meeting September 2, 2020 to make presentations and be interviewed by the selection committee. Following the public meeting on September 2, 2020 the selection committee determined the order-of-preference ranking to be as follows:

Firms	Ranking
Kimley Horn Associates	1
Ardurra Group	2
Black and Veatch Corporation	3

Summation and Supporting Documentation

Staff recommends the Board approve the Professional Services Evaluation Committee ranking, and authorize the Executive Director or his designee to negotiate a contract and a scope and fee for the Feasibility and Routing Study for the Phase 2B/2C Regional Integrated Loop Pipeline Project with the highest ranked firm; Kimley Horn Associates for consideration at a future Board meeting.

Supporting documents attached to this memorandum include:

- 1) Request for Statement of Qualifications
- 2) Information Package for Feasibility and Routing Study for Phase 2B/2C Interconnect
- 3) Contract form for Professional Services
- 4) Professional Services Evaluation Committee Documents
- 5) Notice of Intended Decision

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
REQUEST FOR PROFESSIONAL DESIGN AND ENGINEERING SERVICES TO CONDUCT THE
FEASIBILITY AND ROUTING STUDY FOR THE REGIONAL INTEGRATED LOOP
PHASE 2B AND PHASE 2C REGIONAL PIPELINES PROJECT**

The Peace River Manasota Regional Water Supply Authority (Authority) is requesting ‘Statement of Qualifications’ (SOQ) from consultants interested in providing professional design and engineering services for the feasibility and routing study for the Regional Integrated Loop Phase 2B and Phase 2C Regional Pipelines Project (Project). Implementation of the Project will require multi-disciplinary expertise in fields including: engineering design; planning; water quality modeling; permitting and mitigation; cost estimating; and property acquisition.

An information packet containing details of the Project and the SOQ submittal requirements is available for download from the Authority’s website (www.regionalwater.org). The Authority will also use DemandStar, a third-party provider, to distribute proposals. Visit the DemandStar website at www.DemandStar.com for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with the Authority. If encountering any difficulties obtaining the necessary documents, contact Rachel Kersten at rkersten@regionalwater.org, or by calling 941-316-1776. Questions regarding this Request for SOQ must be directed by e-mail to Ford Ritz at fritz@regionalwater.org no later than 5:00 P.M. Eastern Standard Time on July 15, 2020. All responses to questions and addenda, if applicable, will be posted on the Authority website and DemandStar.

Consultant selection will be in accordance with Section 287.055, Florida Statutes, the Consultants Competitive Negotiation Act, and the Authority’s Procurement Policy (adopted December 5, 2018, or latest revision). Consultants desiring to provide these professional services to the Authority must submit six (6) paper copies (one copy shall be unbound) and one (1) electronic PDF copy of their SOQ in accordance with the requirements contained in the information packet to the attention of Patrick J. Lehman, Executive Director, at the address below no later than 2:00 p.m. Eastern Standard Time on July 24, 2020:

Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, Florida 34202

Dated this 23rd day of June, 2020.

Patrick J. Lehman, Executive Director
Peace River Manasota Regional Water Supply Authority

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

INFORMATION PACKAGE

for

PROFESSIONAL DESIGN AND ENGINEERING SERVICES

TO CONDUCT THE

FEASIBILITY AND ROUTING STUDY FOR THE REGIONAL INTEGRATED LOOP

PHASE 2B AND PHASE 2C PIPELINES PROJECT

REQUEST FOR STATEMENT OF QUALIFICATIONS

The Peace River Manasota Regional Water Supply Authority (Authority) is requesting ‘Statement of Qualifications’ (SOQ) from consultants (Consultant) interested in providing professional design and engineering services for the Feasibility and Routing Study for the Regional Integrated Loop Phase 2B and 2C Pipelines Project (Project). This procurement is solely for a feasibility and routing study, which is the initial element of the Phase 2B and Phase 2 pipelines, and does not extend to follow-on engineering services. The selected consultant that is awarded and completes this initial element will not be precluded from participating in subsequent procurements for engineering services for the Phase 2B and Phase 2C pipelines projects, as needed.

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 ensure 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 located on Kings Highway in southwestern DeSoto County (treatment facility). The treatment facility was constructed in the late 1970’s and has undergone expansion and rehabilitation projects several times over the years. The treatment facility is supported by a 120 MGD intake pump station on the Peace River, a 6.5 billion gallon off-stream raw water storage system, and twenty-one (21) aquifer storage and recovery wells. The Authority’s regional distribution system also includes approximately seventy six (76) miles of large-diameter drinking water transmission system pipelines and associated remote pumping stations and finished water storage tanks in several counties.

PROJECT DESCRIPTION

The Authority is requesting SOQ from Consultants interested in providing professional design and engineering services for the Project. Consultant will evaluate and recommend configuration for a second connection between the treatment facility and the T. Mabry Carlton Water Treatment Plant (WTP) in Sarasota County. Objectives include improving system reliability, while also providing

improved water delivery capacity and water quality management in western Charlotte County, the City of North Port, and southern Sarasota County. This system interconnection as currently envisioned would extend the regional transmission system westward through Charlotte County and the City of North Port to US 41 and River Road and then northward into Sarasota County to the T. Mabry Carlton WTP. The ultimate configuration and design parameters for the Phase 2B and Phase 2C pipelines projects will be determined in this Project and will include but not necessarily be limited to: pipeline routes; delivery requirements; pipe sizes; pumping and storage requirements; recommended interconnection points; water quality considerations; alternatives such as local system improvements; estimated project costs; and project duration. The Project is to be completed within fifteen (15) months from notice to proceed.

PROJECT BACKGROUND

The Authority's Water Resiliency Assurance Plan (WRAP) is a continuing program of infrastructure improvements to support regional water supply resiliency and meet growing drinking water needs across a 4-county area by interconnecting major water supplies and developing additional alternative water supply (AWS) capacity. As part of the WRAP, the Authority will develop twenty (20) MGD of additional drinking water supply at the Peace River Facility. This additional AWS capacity development will require increased withdrawal capacity on the Peace River, increased water treatment capacity and an additional off-stream raw water storage reservoir.

Plant-to-plant interconnects comprise the backbone of this system, which maximizes flexibility for: blending source waters effectively to achieve water quality control, rotational source management in droughts or other emergencies, and the efficient movement of water from production centers to demand zones. Secure water supply supports a continued vibrant economy today and provides a sound platform to build upon for generations to come. Regional interconnection also provides flexibility to respond to economic development opportunities when assurance of water supply may be a strategic advantage over other locales being considered.

The Authority's Capital Improvements Plan and Capital Needs Assessment, Fiscal Period 2021-2040 reflects the Phase 2B and Phase 2C pipelines projects that are generally described below:

The Phase 2B Regional Integrated Loop Pipeline project begins about two (2) miles east of the intersection of Charlotte, DeSoto and Sarasota Counties at the termination of the Authority's Phase 2 Regional Interconnect Pipeline that was installed in 2013. The pipeline then continues westward ten (10) miles to near the City of North Port's Myakkahatchee WTP. Routing is only generally implied by the figure shown (see Figure 1).

The Phase 2C Regional Integrated Loop Pipeline project begins near the City of North Port's Myakkahatchee WTP and continues westward until it crosses the Myakka River and then north along River Road until eventually crossing I-75 and terminating near the T. Mabry Carlton WTP. The pipeline has a total estimated length of fourteen (14) miles and for about a third of this distance it could fall within or adjacent to the right-of-way for River Road. Routing is only generally implied by the figure shown (see Figure 1).

For the purposes of this Request for SOQ, the Project will combine these two separate pipeline projects into the Project. Based on the results of the Feasibility and Routing Study and Authority needs, future phases (not part of the current SOQ) including design, permitting and construction work may again necessitate separating the Phase 2B and Phase 2C pipelines.

REQUIRED SERVICES

Implementation of the Project will require multi-disciplinary expertise in fields including: engineering design; planning; water quality modeling; permitting and mitigation; cost estimating; and property acquisition.

BACKGROUND MATERIALS

The documents listed below for the Project are available for downloading by visiting the Authority's website at www.regionalwater.org. 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. *Draft* Peace River Manasota Regional Water Supply Authority Integrated Regional Water Supply Plan Update 2020.
2. Record Drawings for 42-Inch Diameter North Regional Transmission Main Project (2001).
3. Record Drawings for Phase 2 Regional Integrated Loop Interconnect Pipeline Project (2012).
4. Record Drawings for Phase 3A Regional Integrated Loop Interconnect Pipeline Project (2013).
5. Peace River Manasota Regional Water Supply Authority 5-Year Capital Improvements Program and 20-Year Capital Needs Assessment Fiscal Period: 2021 – 2040.
6. PRMRWSA Regional Water Quality Master Plan (Hazen & Sawyer 2020).
7. Regional Integrated Loop System Feasibility and Routing Study (PBS&J, 2006).
8. Conceptual Permitting for Regional Integrated Loop System (EarthBalance, March 2009).

GENERAL PROJECT SCHEDULE

A summary schedule for Consultant selection 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	06/23/2020
(2) Final Date for Questions	07/15/2020
(3) SOQ Submittals Due to the Authority	07/24/2020
(4) PSEC Meeting to rank firms ^(a)	08/11/2020
(5) Interviews by PSEC (if needed)	09/02/2020
(6) Consultant Selection ^(b)	09/30/2020 (Board Action)

- (a) PSEC = Professional Services Evaluation Committee. All PSEC meetings are publicly noticed. The PSEC has the option to interview firms. If interviews are conducted by the PSEC, they will be at a public meeting on the date shown.
- (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 make a recommendation to the Authority Board of Directors (Board) on the selection, and also seek authorization from the Board to develop a contract and scope and fee for the Feasibility and Routing Study, both of which will be submitted to the Board for consideration at a subsequent meeting.

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 Request for SOQ will be posted online through the Procurement interface on the Authority's website. **Consultants are responsible for reviewing the Authority's website for any changes, delays, addenda, and the Authority's responses to any questions timely submitted, as provided for below.**

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. Consultant may not submit a bid if it is on the aforementioned lists. By submitting a SOQ, Consultant certifies that it is not on the aforementioned lists.

CONSULTANT SELECTION PROCESS

Consultant selection shall be in accordance with the Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, and the Authority's Procurement Policy (adopted December 5, 2018 or latest revision). The Authority's Procurement Policy can be viewed in its entirety on the Authority's website at www.regionalwater.org refer to Section 5.4. A copy of the Authority's standard professional services contract form is included in this information package. The professional services contract contains minimum insurance requirements that must be satisfied for the contract to be executed by the Authority. 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 SOQ 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 SOQ 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 SOQ, 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, Executive Director, and any member of a selection or negotiation committee concerning this procurement until after the final recommendation is presented to the Board for approval or when the solicitation has been canceled or terminated. Any questions concerning this Request for SOQ must be presented in writing via email to Ford Ritz at fritz@regionalwater.org no later than 5:00 p.m. Eastern Standard Time on July 15, 2020.

STATEMENT OF QUALIFICATIONS MINIMUM REQUIREMENTS

The SOQ must detail the Consultant's recommended method to accomplish the tasks and requirements for successful completion of the Project. In addition, the SOQ must include sufficient information to allow the Authority to evaluate the Consultant's experience and qualifications to perform the work.

The SOQ must include the project responsibilities, current workloads, and proposed involvement of key project personnel, as well as their education background and specific work experience.

Each SOQ must include the following:

1. Legal name, address, phone number of Consultant, and e-mail of primary contact;
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 up to ten (10) other key personnel who will be assigned to conduct services listed within the Scope of Services, and if subconsultants/contractors are used, the subcontractor/consultant's firm and location of the office to which they are assigned;
7. Description and examples of projects completed by Consultant or subconsultants/contractors relating to the project service areas listed above, including budget and completion or estimated (if ongoing) completion time information;
8. Description of Consultant's proposed project approach for the Project, including project management design approach; communication and coordination strategy; and operational flexibility and continuity;
9. Current and projected workloads for proposed key staff during proposed project timeframe;
10. Disclosure of whether Consultant or subconsultants/contractor currently represents Charlotte, DeSoto, Manatee, and Sarasota Counties and the City of North Port (Customers), in any way;
11. Disclosure of any litigation Consultant or subconsultants/contractor is involved in against any of the Authority's 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;

12. List of three (3) clients that the Authority can contact as references with respect to Consultants work performance on projects similar to the Project; and
13. 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.

For minimum requirements Nos. 5 and 6, Consultant shall identify if the Project Manager or key personnel are a leased or contracted employee or employed with a subconsultant/contractor.

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 SOQ providing that one consultant is designated as the “Prime” Consultant and the other(s) as subconsultant/contractor(s) and that the SOQ was made without collusion and is in all respects, fair and in good faith.

The SOQ shall be limited to no more than twenty-five (25) 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 25-page count. All pages, except the covers and section dividers, 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. Use of color and/or larger font sizes for graphics or to differentiate headings is acceptable. Text within graphics must be a minimum of 10-point font. One (1) 11 x 17-inch page may be used for depiction of Consultant’s proposed organizational chart.

Consultants desiring to provide these professional services to the Authority must submit six (6) paper copies (one (1) copy shall be unbound) and one (1) electronic PDF copy 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 July 24, 2020**. 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 SOQ 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 SOQ. 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 SOQ.

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	20 points
4. Consultant’s Project Approach	25 points
5. Consultant (team) Key Staff Resources Availability	5 points
6. Consultant’s (team) Past Record on Authority Projects	5 points
7. <u>Office Proximity to Authority Service Area</u>	<u>5 points</u>
TOTAL	100 points

PROCUREMENT POLICY AND BID PROTESTS

Consultant is hereby placed on notice of the existence of the Peace River Manasota Regional Water Supply Authority Procurement Policy, December 2018 (or latest revision) (“Procurement Policy”), and is considered to be on constructive notice of all provisions contained therein. A copy is available at the Authority’s Administrative Office at 9415 Town Center Parkway, Lakewood Ranch, Florida 34202 and on the Owner’s website at www.regionalwater.org. The Authority shall post the intended decision or Board decision on the Authority’s website at www.regionalwater.org. Notwithstanding the Procurement Policy, disputes regarding the bidding process shall be resolved in accordance with section 120.57(3), Florida Statutes. 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 required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

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, proposal, reply, or contract for good or services, any lease for real property, or any contract for the construction or repair of a public building or public work, 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 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 _____

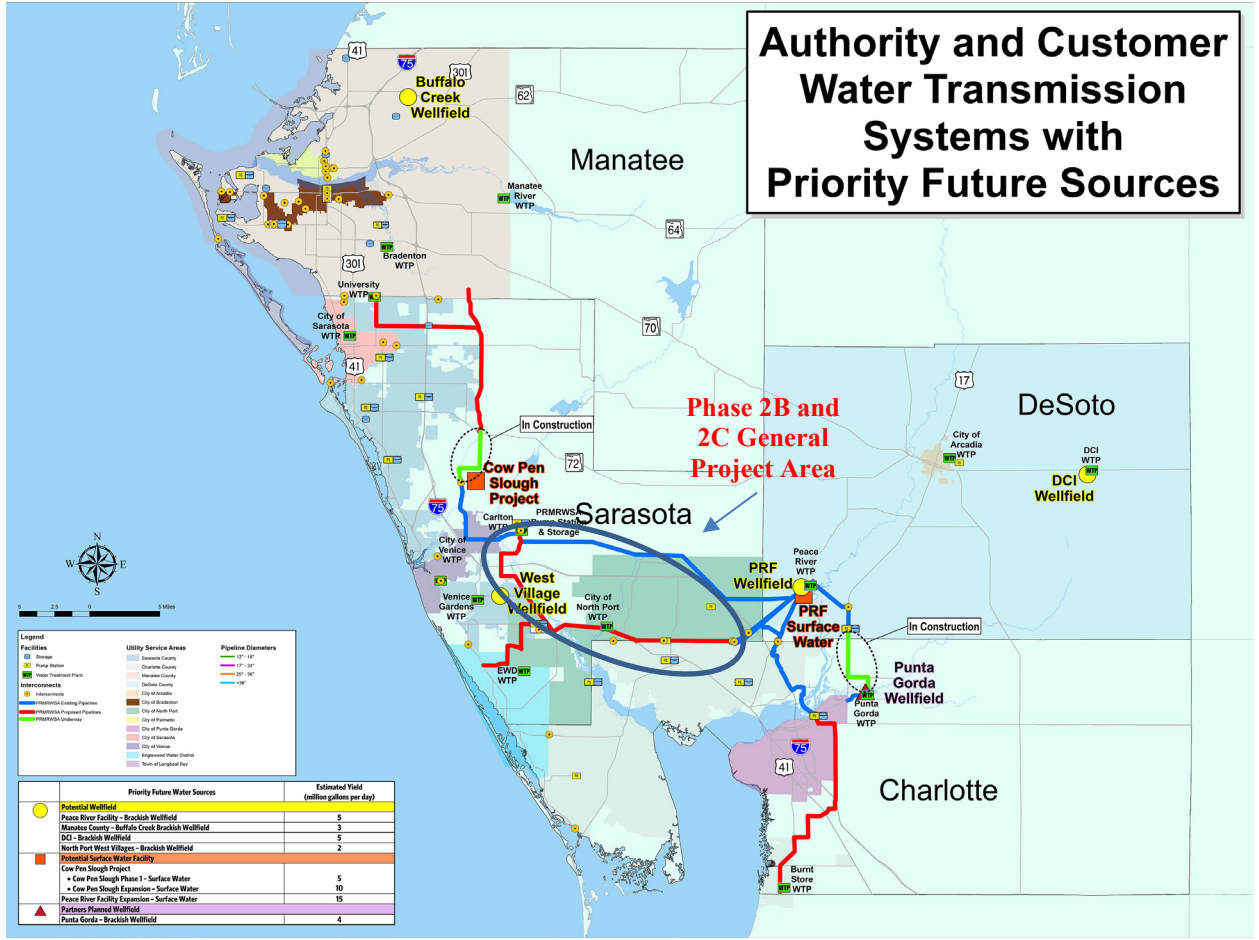
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ by _____ of _____, a _____ company organized under the laws of the State of _____, on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public
Name (Printed) _____

My commission expires _____.

(Printed typed or stamped Commissioned name of Notary Public)

Authority and Customer Water Transmission Systems with Priority Future Sources



PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Hon. Priscilla Trace
Manatee County

Hon. Ken Doherty
Charlotte County

Hon. Elton A. Langford
DeSoto County

Hon. Alan Maio
Sarasota County

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

Regional Integrated Loop Phase 2B and 2C Pipeline Project **Request for Statement of Qualifications**

DATE: July 9, 2020

FROM: Ford Ritz, Project Manager

RE: Addendum #1

Addendum #1 includes:

Answers to nine (9) questions received through July 8, 2020.

Questions

1. **Question:** In the SOQ Information package, under STATEMENT OF QUALIFICATIONS MINIMUM REQUIREMENTS, item 6 requires qualifications and professional experience of “up to ten (10) other key personnel who will be assigned to conduct services listed within the Scope of Services”. Does the maximum of 10 key personnel include subconsultants, or are descriptions of subconsultants’ key personnel in addition to the prime firm’s 10 key personnel?

Response: *The request for biographical/resume information on team members relates to all members of the proposed project team regardless of teaming arrangements. Also, resumes **do** count against the 25-page count limit, and if more than ten (10) resumes are submitted, only the first ten (10) will be considered.*

2. **Question:** Is the one (1) 11 x 17-inch page for the organizational chart included in the 25 maximum page count or in addition to the 25 pages? If it is included in the 25 page limit, does it count as one page?

Response: *Yes, the organizational chart counts as 1 page against the 25 page count limit.*

3. **Question:** Please confirm the Authority requires a total of 6 copies: 1 unbound and 5 bound, and one electronic pdf.?

Response: *Yes, this is correct.*

4. **Question:** Page 6 -3rd paragraph it states that required forms (listed in item 12) do not count towards the page count. Do the forms in Item 13 count as part of the 25 page count?

Response: *No, the required forms stipulated under 'Item 13' do not count against the 25 page count limit. To clarify, none of the required forms stipulated by Items 12 or 13 from pages 5 and 6, respectively, of the INFORMATION PACKAGE count against the 25 page count limit.*

5. **Question:** Page 5, No. 12- “List three (3) clients that the Authority can contact as references...” Are we to use the reference form (page 11) to satisfy the reference requirement of no. 12?

Response: *Yes, the “Reference Form” included in the SOQ is to be used to provide the specific project and contact information for the three (3) required client reference contacts.*

6. **Question:** Page 8, key personnel form, 1st paragraph, last sentence. Is the Authority asking that if the project manager or any key personnel that are not an employee of the prime, it should be indicated in the office location column. For example, if a subconsultant, we would type in “subconsultant” and that person’s office location?

Response: *The Key Personnel table should identify the primary office location for the Project Manager, Project team and key personnel regardless of any applicable teaming arrangements.*

7. **Question:** If an 11 x 17 is utilized for the organizational chart, may we list the principal office locations for the prime and subconsultants along the side of the page to satisfy no. 2 on page 5, STATEMENT OF QUALIFICATIONS MINIMUM REQUIREMENTS?

Response: *It is acceptable to include additional required information on the organizational chart but it falls to the respondent to insure that such information is composed and presented in such a manner that the information is clear, legible and cannot be easily overlooked.*

8. **Question:** Is contract amount, on the reference form, referring to engineering / consultant fees? Or Construction cost?

Response: *The contract amount referenced pertains to engineering service fees for similar feasibility and routing studies, not construction cost. Further, if a feasibility and routing study element were a part of a larger project which included engineering design and construction service fees, then the respondent should restrict reporting here to just that portion of the project related to feasibility and routing study efforts.*

9. **Question:** Given the logistical challenges of document production and delivery due to COVID closures, would the Authority consider electronic submission of our Statements of Qualifications?

Response: No

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Hon. Priscilla Trace
Manatee County

Hon. Ken Doherty
Charlotte County

Hon. Elton A. Langford
DeSoto County

Hon. Alan Maio
Sarasota County

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

Regional Integrated Loop Phase 2B and 2C Pipeline Project **Request for Statement of Qualifications**

DATE: July 17, 2020

FROM: Ford Ritz, Project Manager

RE: Addendum #2

Addendum #2 includes:

Answers to three (3) additional questions received through July 15, 2020.

Questions

1. In reference to the Question / Response from Addendum no. 1 provided below – Please confirm that the Resume for the Project Manager, required on Page 5, no. 5 of the SOQ, does not count as part of the 10 key resumes referenced below. This would mean we are permitted to submit 10 key resumes plus one resume for the Project Manager.

Question: In the SOQ Information package, under STATEMENT OF QUALIFICATIONS MINIMUM REQUIREMENTS, item 6 requires qualifications and professional experience of “up to ten (10) other key personnel who will be assigned to conduct services listed within the Scope of Services”. Does the maximum of 10 key personnel include subconsultants, or are descriptions of subconsultants’ key personnel in addition to the prime firm’s 10 key personnel?

Response: *The request for biographical/resume information on team members relates to all members of the proposed project team regardless of teaming arrangements. Also, resumes do count against the 25-page count limit, and if more than ten (10) resumes are submitted, only the first ten (10) will be considered.*

Response: *Yes.*

2. **Question:** Per the Authority’s RFQ, the page limit for this SOQ is 25 single-sided pages. Can you please let me know whether business and individual licenses count toward the page limit?

Response: *Yes, we understand that some certificates are larger than others and some firms in the past have elected to include reduced-size copies of these treating them as graphic elements combining several to a page.*

3. **Question:** The Key Personnel Form states each person must be identified with “their job classification, area of expertise, and work location.” Can you please clarify the information the authority wants for job classification?

Response: *This should reflect the individual’s designated role for this project, i.e. Project Manager, Quality Assurance Officer, Task Leader, Project Engineer, Project Scientist, Environmental Lead, Administrative Support, etc.*

**AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO THE
FEASIBILITY AND ROUTING STUDY FOR THE REGIONAL INTEGRATED LOOP
PHASE 2B AND PHASE 2C PIPELINES PROJECT**

The Agreement is made this ____ day of _____, 2020 (“Effective Date”) between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an independent special district created pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes, acting by and through its governing Board of Directors, hereinafter referred to as the “Authority”, whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, and _____, hereinafter referred to as “Consultant”, whose address is _____.

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

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

WHEREAS, the Authority desires to retain a consultant to conduct a feasibility and routing Study for the Regional Integrated Loop Phase 2B and Phase 2C Pipelines Project (Project) to support the Authority's strategic initiative to interconnect the region; and

WHEREAS, the Authority solicited statements of qualifications for the Project; 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 “B” in the Agreement.
- C. “Professional Services” – Services to be provided by Consultant to the Authority generally consisting of, but not limited to, professional design and engineering services for feasibility and routing study, including engineering design; planning; water quality modeling; permitting and mitigation; cost estimation; and property acquisition; and any other professional services required for the Project.
- D. “Project” – The feasibility and routing study for the Regional Integrated Loop Phase 2B and Phase 2C pipelines, which are two separate, but contiguous, pipeline projects included in the Authority’s Fiscal Year 2021 CIP/CNA booklet (adopted 5-27-20), which have been consolidated into a single study. The Project does not include any follow-on engineering design or construction management services. Consultant will need to work in conjunction

with other Authority consultants for coordination on other components of the regional water supply system.

- E. “Scope of Services” – The Professional Services to be provided by the Consultant, which will include specific tasks and duties related to the Project to be conducted within a pre-determined timeframe for a specified fee to meet a defined objective, collectively comprising a Work Order.
- 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.
- H. “Work Order” – An individual work assignment to be conducted by Consultant at the direction of the Authority, consisting of single or multiple tasks completed within a pre-determined timeframe for a pre-approved fee, including a Scope of Services for that specific Work Order.

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 the Project.

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

The Project will be completed through a series of sequential Work Orders, all developed in accordance with this Agreement. Each Work Order will be brought to the Authority Board of Directors (Board) for approval prior to its issuance. Consultant shall develop each Work Order, which will include the intended purpose, objectives, services needed in a task-level breakdown, schedule, deliverables, and estimated costs. Any modification to a Work Order after it has been authorized by the Authority Board must be approved in writing by the Authority. In addition to the Professional Services set forth in the Agreement, 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 Work Order.
- B. Consultant shall maintain an adequate and competent professional staff appropriately certified/licensed and operating within the State of Florida.
- C. Consultant shall designate in writing a single representative with whom the Authority shall coordinate the Work Order 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 Work Orders.
- D. Consultant shall secure all licenses or permits required by law for the completion of any Work Order 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 any Work Order. 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 a Work Order, 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 Work Orders. The Executive Director shall have complete authority to authorize modifications to any Work Order; 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 any Work Order, 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 as defined in any Work Order upon receipt of a Notice to Proceed for that Work Order and shall satisfactorily complete such services within the established schedule.

SECTION 6. COMPENSATION

The Authority agrees to pay the Consultant for services performed in accordance with Chapter 218, , Part VII, Florida Statutes, the Local Government Prompt Payment Act, upon receipt of a proper invoice and as follows:

- A. Compensation for any Work Order approved by the Authority Board shall be established based on the Fee Schedule included in Exhibit "B" and may include any subsequent modifications authorized by the Authority Executive Director pursuant to Section 4 above. Final payment will be subject to successful completion of a Work Order and the Authority's acceptance of tasks and project schedule in accordance with the terms of this Agreement and the Work Order. The Fee Schedule in Exhibit "B" may be adjusted on an annual basis upon written approval by the Executive Director.

- B. The fair and reasonable expenses of the Consultant necessarily incurred in the performance of the duties herein described and agreed to by the Authority shall, upon proper invoice and detail, be paid by the Authority, at actual cost with no mark-up. The Authority shall also pay out-of-pocket expenses, at actual cost with no mark-up, incurred by Consultant for the Authority relating to the 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 "C", Authority Resolution 2018-01 *Resolution Establishing Per Diem and Travel Expenses* (or latest revision). This paragraph supersedes any conflicts that may occur with Exhibit "B".
- 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 a Work Order. All invoices shall be on a calendar month basis. Invoices must be submitted to the Executive Director by the 20th day of the month for 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 to the 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 _____ 2020 Statement of Qualifications and any documents and presentations provided to the PSEC and/or Authority Board, as Exhibit “A”,
- B. Fee Schedule, attached hereto as Exhibit “B”,
- C. Authority Resolution 2018-01 *Resolution Establishing Per Diem and Travel Expenses*, (or latest revision) attached hereto as Exhibit “C”,
- D. Certificate of Insurance, attached hereto as Exhibit “D”, and
- E. Any written amendments, modifications, or addenda to the Agreement.

F. Work Orders as approved by the Authority Board and any modifications approved by the Executive Director.

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 “C”, then to Exhibit “B”, then to approved Work Orders, 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 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 a Work Order are requested. In the case of additional requested copies, the supplemental cost for such deliverables will be negotiated on a case by case basis in advance of authorization to commence production. All original documents prepared by Consultant are instruments of service and shall become property of the Authority. The use of data gathered under the Agreement shall be restricted and limited to the purposes of the Agreement, excluding the data in the public domain, and shall not be used in connection with other contracts or for other clients of Consultant without written permission of the Authority. Consultant will provide the Authority with reproducible copies of all reports and other documents. Copies of electronic media used to store data shall be provided to the Authority in a format specified by the Authority. 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 Work Orders.

- 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 such other documents that are required by Florida law to be endorsed and are prepared by Consultant in connection with the Project or Work Orders 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 Project 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 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. 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 Work Orders, Consultant agrees to provide the Authority with copies of any additional materials in its possession resulting from the performance of the Project 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 Project 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’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 Work Orders in a timely manner and in accordance with the standard of care, skill and diligence customarily provided by an experienced professional organization rendering the same services, and in accordance with sound principles and practices. The Authority shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services called for hereunder, or the character, quality, amount, or value thereof. The decision of the Authority upon all such claims, questions, or disputes shall be reasonable and in adherence with sound principles and practices applicable to the Professional Services.

SECTION 10. CONSULTANT’S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Consultant acknowledges and explicitly represents to the Authority the following:

- A. Consultant is duly authorized to conduct business in the State of Florida.
- B. In connection with the 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 required by a Work Order 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 a Work Order, or any extensions thereof.

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

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

F. Consultant shall obtain and review all information and data that relates to a Work Order 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 a Work Order 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 Work Orders 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 services in a Work Order by the Authority, and amendments to any Work Order, shall be in writing.
- B. If Consultant is of the opinion that any service the Authority directs it to perform substantially increases the services of Consultant beyond the original Work Order ("Extra Services"), Consultant shall, within ten (10) days of such direction, notify the Authority in writing of this opinion. The Authority shall, within twenty (20) days after receipt of such notification, fairly judge as to whether or not such service in fact increases the services of Consultant beyond the Work Order 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 Work Order 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 a Work Order during any period is substantially less than the amount that is necessary to meet the Project schedule, the Authority may require Consultant to take whatever action is necessary, in the opinion of the Authority, to put the 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 subconsultants/contractors.
- 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 subconsultants/contractors to comply with the terms and conditions of the Agreement or otherwise perform their duties under this Agreement.
- G. If Authority requires Consultant to assist with an audit of Project costs, such assistance shall not be considered Extra Services.

SECTION 12. SUBCONSULTANTS/CONTRACTORS

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 and absolute discretion. Consultant shall be solely responsible for the employment, direction, supervision, compensation, and control of any and all

subconsultants/contractors, consultants, experts, or other persons employed by Consultant. Consultant shall cause all subconsultants/contractors, experts, or other persons employed by Consultant to abide by the terms and conditions of the Agreement and all applicable laws as their work or services affect the Authority. Consultant shall not permit any subconsultant/contractor, 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 subconsultant/contractor 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, subconsultant/contractors 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, subconsultants/contractors or employees are in any manner agents, subconsultants/contractors 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. Nothing contained in this Agreement will be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between the Authority and the Consultant.

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 subconsultants/contractors with 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 of \$1,000,000 per accident.
 - 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.
 - c. Must be in compliance with all applicable state and federal workers' compensation laws.

2. Commercial or Comprehensive General Liability. Coverage must include:
 - a. \$2,000,000.00 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 \$2,000,000.00 per occurrence or claim of malpractice, negligence, error, and omissions.
- b. Minimum limit of \$2,000,000.00 in the aggregate for claims of malpractice, negligence, error, and omissions.
- c. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

C. Consultant must deliver to the Authority Certificates of Insurance evidencing the insurance coverage specified in this Section 14 prior to commencing work under the Agreement. The required Certificates of Insurance not only shall name types of policies provided but also shall refer specifically to the Agreement.

D. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the Authority, licensed to do business in the State of Florida and with a resident agent designated for the service of process. Consultant shall provide the Authority with financial information concerning any self-insurance fund insuring Consultant. At the Authority's option, self-insurance fund financial information may be waived.

E. All the policies of insurance so required of Consultant, except workers compensation and professional liability, shall be endorsed to include as additional insureds: the Authority, its directors, officers, employees, and agents as well as the Southwest Florida Water Management District's directors, officers, employees, and agents. Such insurance policies shall include or be endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance, which might be applicable to any loss, the insurance

required of Consultant shall be considered primary, and all other insurance shall be considered excess. The cross liability clause does not increase the limits of liability or aggregate limits of the policy.

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

- J. Professional liability insurance shall continue in force until the end of the fifth (5th) calendar year following the calendar year in which the Agreement is terminated. The current professional liability insurance policy, if not renewed, shall provide for an extended reporting period on the existing policy through said fifth (5th) calendar year.
- K. Consultant shall, upon request by the Authority, deliver to the Authority a copy of each insurance policy purchased by Consultant.
- L. All policies, except for workers' compensation and professional liability, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of subrogation against the Authority, its subconsultants/contractors, 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 be responsible for ensuring all of its subconsultants/contractors, 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.

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 five (5) 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 a Work Order, and are allowed under this Agreement. If the Agreement is so terminated, Consultant must promptly deliver to the Authority copies of all then completed deliverable items and all tracings, drawings, survey notes and other documents that directly support the deliverables prepared by Consultant.
- B. In the event the Agreement should be terminated by Authority or Consultant, the duties and obligations of Consultant, and its successors or assignees, 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 as provided for in C., 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 in recovery by the terms of the Agreement but may avail itself of any and all remedies under Florida law for any breach of this Agreement.

- C. A waiver, at any time, by the Authority of Consultant's breach of, or default in, any of the terms, provisions and obligations of this Agreement shall not be construed to be a waiver of any other terms, provisions, and obligations hereof or a waiver of any breach or default other than specifically waived. The Authority's failure at any time to compel a fulfillment of any one or more of the terms, provisions, or obligations under this Agreement will not be construed to be a waiver of Authority's right thereafter to enforce any such right. No waiver by the Authority shall be deemed to have been made unless expressed in writing and signed by the Authority.

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

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 “B” shall be adjusted to exclude any significant sums by which the Authority determines the Agreement Fee Schedule 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. Consultant hereby expressly waives any right it has to object to the venue of any action commenced in any courts in Manatee County, Florida or 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, at its sole and absolute discretion, 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, as amended, 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, including any costs for investigations that led to the finding of false certification. 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:

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 is 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.

EXHIBIT A
(Consultant SOQ Submittal and Related Documents)

EXHIBIT B
(Consultant Fee Schedule)

EXHIBIT C

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.

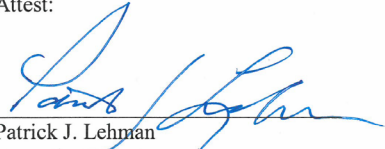
Section 4. The mileage reimbursement rate shall be the “standard mileage rate for business use of a vehicle” established by the IRS, as updated annually on January 1, or as otherwise adjusted from time to time by the IRS.

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.

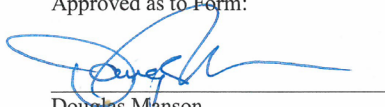
Attest:


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 D
(Certificate of Insurance)



CERTIFICATE OF LIABILITY INSURANCE

SAMPLE

DATE (MM/DD/YYYY)
Date COI created

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 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).

PRODUCER Insurance Agent Company Name	CONTACT NAME:		
	PHONE (A/C No. Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Insuring Company Name (1)		12345
INSURED Consultant Company Name	INSURER B : Insuring Company Name (2)		67890
	INSURER C : Insuring Company Name (3)		111213
	INSURER D : Insuring Company Name (4)		141516
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		<input checked="" type="checkbox"/>			00/00/00	00/00/00
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Employee <input checked="" type="checkbox"/> Non-Ownership		<input checked="" type="checkbox"/>				
	UMBRELLA LIAB EXCESS LIAB						
	DED						RETENTION \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input checked="" type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						Y / N <input type="checkbox"/> N/A
D	Professional Liability						Each Occurrence \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All policies, except Workers Comp & Professional Liability shall be endorsed to include as Additional Insureds: the Authority, its directors, officers, employees & agents and Southwest Florida Water Management District's directors, officers, employees & agents. Commercial (occurrence form) or comprehensive general liability (occurrence form) shall include contractual liability, reference the Feasibility & Routing Study for the Regional Integrated Loop Phase 2B & 2C Pipelines. 30 Days' Notice of Cancellation wording & endorsement required.

CERTIFICATE HOLDER

CANCELLATION

Peace River Manasota Regional Water Supply Authority 9415 Town Center Parkway Lakewood Ranch, FL 34202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Hon. Priscilla Trace
Manatee County

Hon. Ken Doherty
Charlotte County

Hon. Elton A. Langford
DeSoto County

Hon. Alan Maio
Sarasota County

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

DATE: June 22, 2020

TO: Ann Lee, Finance and Administration Manager

FROM: Patrick Lehman, Executive Director

RE: Phase 2B/2C Feasibility and Routing Study – Procurement of Professional Services

Pursuant to the Authority's procurement policy Section 5.4, the following individuals are designated to serve on the Professional Services Evaluation Committee (PSEC) for the reference project:

Mike Coates (PRMRWSA)	Chair of the PSEC
Kevin Morris (PRMRWSA)	Committee Member
Chris Rogers (PRMRWSA)	Committee Member
Ken Stecher (CCU)	Committee Member

Ford Ritz is designated as the Authority's project contact responding to questions and information queries about the June 23, 2020 Request for Statements of Qualifications. Statements of Qualifications are due from interested Consultants on July 24, 2020. The PSEC public meeting to review the SOQ's will be held at the Authority's Water Quality Training Center on August 11, 2020. If the PSEC decides to conduct interviews they will be held on September 2, 2020.



Peace River Manasota

Regional Water Supply Authority

SELECTION COMMITTEE MEETING

REQUEST FOR STATEMENT OF QUALIFICATIONS

**Regional Integrated Loop Phase 2B & Phase 2C Regional Pipelines Project
Feasibility and Routing Study**

**August 11, 2020 @ 10:00 AM
8998 SW CR 769, Arcadia, FL 34269**

AGENDA

Selection Committee Members

Mike Coates, Deputy Director (PRMRWSA)
Kevin Morris, Engineering & Projects Manager (PRMRWSA)
Chris Rogers, Project Manager (PRMRWSA)
Ken Stecher, Engineer III (CCU)

Firms Submitting SOQ

Submittal Date: July 24, 2020 @ 2:00 PM

AECOM Technical Services
Ardurra Group
Black & Veatch Corporation
Kimley-Horn and Associates
Stantec Consulting Services
TKW-CONSOR Consulting Engineers

CALL TO ORDER

REVIEW SOQ REQUIREMENTS AND SCOPE

DISCUSSION OF SOQ SUBMITTALS

RANK FIRMS

PUBLIC COMMENTS

ADJOURN



Peace River Manasota

Regional Water Supply Authority

SELECTION COMMITTEE MEETING

REQUEST FOR STATEMENT OF QUALIFICATIONS

Regional Integrated Loop Phase 2B & Phase 2C Regional Pipelines Project
Feasibility and Routing Study

August 11, 2020 @ 10:00 AM

8998 SW CR 769, Arcadia, FL 34269

SIGN IN SHEET

Name	Signature
TRUDI H. WILLEMS	
TRACY ANDERSON	
Ronald Cavaleri	
Kevin Morris	
RICHARD ANDERSON	
CHRIS ROGERS	
Mike Mcbee	
Lewis Bryant	
CARA ELLIOTT	
Douglas Eckmann	
Ford Ritz	
Chas Kozm	
TOM BRZEZINSKI	THOMAS S. Brzezinski
Angel Carrasquilla	

Peace River Manasota Regional Water Supply Authority
Phase 2B / 2C Pipeline Feasibility & Routing Study: Request for SOQs
PSEC Meeting: August 11, 2020 @ 10:00 am
8998 SW CR 769, Arcadia, FL 34269

CONSULTANT	Criteria							TOTAL	
	1 (20 points)	2 (20 points)	3 (20 points)	4 (25 points)	5 (5 points)	6 (5 points)	7 (5 points)	100	
AECOM	16.25	16.75	17.5	20.25	5	4.75	3.5	84	
Ardurra	17.75	18.75	19.5	21.0	4.75	5.0	4.0 3.5	90.75 90.25	1
Black & Veatch	17.25	17.75	17.75	21.5	4.25	4.75	3.75	87	3
Consor	13.5	12.75	16.0	16.0	2.25	3.75	3.5	67.75	
Kimley Horn	17.5	17.25	18.75	21.75	4.5	4.0	4.75	88.5	2
Stantec	14.75	15.5	16.75	20.5	4.75	3.5	4.5	80.25	

Criteria:

- 1 Consultant Competence/Qualifications
- 2 Consultant Experience on Similar Projects
- 3 Project Manager Qualifications & Experience
- 4 Consultant's Project Approach
- 5 Consultant Key Staff Resources Availability
- 6 Consultant Past Record on Authority Projects
- 7 Office Proximity to Authority Service Area

Member Signatures



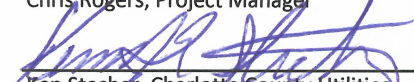
Mike Coates, Deputy Director



Kevin Morris, Engineering & Projects Manager



Chris Rogers, Project Manager



Ken Stecher, Charlotte County Utilities

DATE: August 12, 2020

TO: Patrick Lehman, Executive Director

FROM: Mike Coates, Deputy Director 

RE: Selection Process – Feasibility and Routing Study for the Regional Integrated Loop Phase 2B & 2C Regional Pipelines Project.

The Professional Services Evaluation Committee (PSEC) held a public meeting at 10:00 am on August 11, 2020 at the Peace River Facility to review statements of qualifications (SOQ) submitted for the above referenced project. PSEC Members identified for the project are listed below and all members were present and participated:

- Mike Coates, P.G., - PRMRWSA
- Kevin Morris, P.E., - PRMRWSA
- Christopher Rogers, – PRMRWSA
- Kenneth Stecher, P.E., – Charlotte County Utilities

Six (6) statements of qualification were timely received and all met minimum requirements for acceptance. The committee conducted public review of each of the SOQ's, scoring them in the seven categories listed in the project information package. The committee consensus is to interview the three (3) highest ranked firms on September 2, 2020 at the Peace River Facility in order to determine a final ranking recommendation. The three firms to be interviewed are listed below in the order they ranked on the Committee consensus sheet.

- 1) Ardurra
- 2) Kimley Horn
- 3) Black and Veatch

Attachments:

- Meeting Agenda
- Sign-In Sheet
- Committee Consensus Score Sheet



Peace River Manasota

Regional Water Supply Authority

SELECTION COMMITTEE MEETING

REQUEST FOR STATEMENT OF QUALIFICATIONS

**Regional Integrated Loop Phase 2B & Phase 2C Regional Pipelines Project
Feasibility and Routing Study**

**September 2, 2020 @ 1:30 PM
8998 SW CR 769, Arcadia, FL 34269**

AGENDA

Selection Committee Members

Mike Coates, Deputy Director (PRMRWSA)

Kevin Morris, Engineering & Projects Manager (PRMRWSA)

Chris Rogers, Project Manager (PRMRWSA)

Ken Stecher, Engineer III (CCU)

CALL TO ORDER

PUBLIC COMMENTS

INTERVIEWS

Ardurra

Black & Veatch Corporation

Kimley-Horn and Associates

DISCUSSION OF INTERVIEWS

RANK FIRMS

PUBLIC COMMENTS

ADJOURN

Phase 2B/2C Interconnect Committee Score Sheet

Firm	Rank					Total (1)
	Coates	Morris	Rogers	Stecher		
Ardurra	1	3	2	2		8
Black and Veatch	3	2	3	1		9
Kimley Horn	2	1	1	3		7

(1) Low score is best qualified

Mike Coates

Mike Coates

Kevin Morris

Kevin Morris

Chris Rogers

Chris Rogers

Kevin Stecher

Kevin Stecher

KSWN-TH

**NOTICE OF INTENDED DECISION FOR AWARD OF CONTRACT -
Regional Integrated Loop Phase 2B & 2C Regional Pipelines Project
Feasibility and Routing Study**

Recommended Action -

Motion to approve Professional Services Evaluation Committee ranking of consultants and authorize the Executive Director or his designee to negotiate a contract and a scope and fee with Kimley-Horn and Associates Inc., for the Regional Integrated Loop Phase 2B & 2C Regional Pipelines Project, Feasibility and Routing Study.

In accordance with the Authority's Procurement Policy, Statement of Qualification (SOQ) proposals were requested from Consultants interested in providing Professional Engineering Services for the Feasibility and Routing Study for the Phase 2B & 2C Regional Pipelines Projects. Six proposals were timely received by the July 24, 2020 submittal deadline and all six proposals were deemed responsive and were evaluated in accordance with the Authority Procurement Policy.

On August 11, 2020 the Authority's Selection Committee held a Public Meeting and reviewed the SOQ proposals and narrowed the field to three Consultants. On September 3, 2020 a second Public Meeting was held and the three Consultants presented their proposals and answered questions.

Staff recommends that the Authority Board of Directors approve the Professional Services Evaluation Committee ranking below, and authorize the Executive Director or his designee to negotiate a contract and a scope and fee for the Feasibility and Routing Study for the Phase 2B & 2C Pipeline Project with the best ranked firm; Kimley-Horn Associates, Inc., for consideration at a future Board meeting.

Firm	Ranking
Kimley Horn Associates	1
Ardurra Group	2
Black and Veatch Corp.	3

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: 09/15/2020

TAB B
Statements of Qualification Received (electronic format)

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
September 30, 2020

CONSENT AGENDA
ITEM 13

**Consultant Ranking for Feasibility and Routing Study for
Phase 3C Regional Integrated Loop Pipeline Project**

Recommended Action -

Motion to approve the Professional Services Evaluation Committee ranking, and authorize the Executive Director or his designee to negotiate a contract and a scope and fee for the Feasibility and Routing Study for the Phase 3C Regional Integrated Loop Pipeline Project with the highest ranked firm; Wade Trim, for consideration at a future Board meeting.

Statements of Qualifications (SOQ's) were requested in accordance with the Authority's Procurement Policy and eight (8) SOQ's were received by the July 24, 2020 deadline. All SOQ's were reviewed and ranked by the Professional Services Evaluation Committee at a public meeting on August 11, 2020. As a result of that meeting, the selection committee chose to invite the top three (3) ranked firms back for presentations and interviews at a subsequent public meeting on September 2, 2020. Following the interviews, the selection committee evaluated the firms and developed an order-of-preference for the top three (3) firms as shown below

Firms	Ranking
Wade Trim	1
Carollo Engineers, Inc.	2
Kimley Horn Associates	3

Staff recommends that the Authority Board of Directors approve the Professional Services Evaluation Committee ranking, and authorize the Executive Director or his designee to negotiate a contract and a scope and fee for the Feasibility and Routing Study for the Phase 3C Regional Integrated Loop Pipeline Project with Wade Trim for consideration at a future Board meeting.

Budget Action: No action needed.

Attachments:

Tab A Staff Memorandum and Supporting Documentation

Tab B Statements of Qualifications (electronic format)

TAB A
Staff Memorandum

MEMORANDUM

DATE: September 30, 2020

TO: Authority Board of Directors

FROM: Patrick Lehman, Executive Director

RE: Consultant Selection for 'Feasibility and Routing Study for the Regional Integrated Loop Phase 3C Project'

Recommendation

In accordance with the Authority's Procurement Policy the Executive Director is to submit to the Authority Board a list of firms ranked in order of preference determined to be best qualified based upon the evaluation of the SOQ submittals and any subsequent presentations and/or interviews of the candidate firms. Staff recommends that Board approve the consultant ranking reflected below and authorize the Executive Director or his designee to negotiate a contract and a scope and fee for the Feasibility and Routing Study for the Phase 3C Regional Integrated Loop Pipeline Project with the highest ranked firm; Wade Trim, for consideration at a future Board meeting.

Firms	Ranking
Wade Trim	1
Carollo Engineers, Inc.	2
Kimley Horn Associates	3

Background

The Authority is seeking to select a consultant to provide professional engineering services for the Feasibility and Routing Study element associated with the Phase 3C Regional Integrated Loop Pipeline Project. The project area is central and northern Sarasota County and both east and west of Interstate 75. This regional interconnect project will consist of large diameter transmission main piping and may also include storage and repumping stations at strategic locations, where determined to be necessary.

This selection effort is only intended for the Feasibility and Routing Study stage of the project. Follow-on professional engineering services related to the design, permitting and construction of all or part of the Phase 3C Regional Integrated Loop Pipeline Project will be determined at a later date through a dedicated procurement effort for that (or those) project(s). However, the successful firm chosen at this time for the Feasibility and Routing Study will not be precluded or disqualified from later procurement efforts should the project(s) move forward.

The Selection Process

In accordance with the Authority's Procurement Policy, the Authority solicited Statements of Qualifications (SOQ's) for Professional Engineering Services for a Feasibility and Routing Study for the Phase 2B/2C Regional Integrated Loop Pipeline Project. The request for SOQs was published June 23, 2020. A total of eight (8) SOQ's were timely received by the July 24, 2020 deadline to submit from the firms listed in alphabetical order below:

Firms Submitting SOQ listed alphabetically)	Office Location
AECOM Technical Services	Ft. Myers, FL
Black and Veatch Corporation	Ft. Myers, FL
*Carollo Engineering	Sarasota, FL
*Kimley-Horn Associates	Sarasota, FL
Reiss Engineering	Tampa, FL
Stantec Consulting Services	Sarasota, FL
TKW-Consor Consulting Engineers	Ft. Myers, FL
*Wade Trim	Tampa, FL

Asterisk (*) indicates firm on short list invited back for presentations/interviews.

All SOQ's were reviewed and evaluated in accordance with the Authority's Procurement Policy based on criteria including: Consultant competence/qualification/services; similar project experience and past professional accomplishments; project manager qualifications and experience; past performance on Authority projects; and office proximity to Authority service area.

The Professional Services Evaluation Committee designated for this project met on August 11, 2020 at a publicly noticed meeting. Based on the evaluation of the committee, a short list of three (3) firms was determined (see firms denoted by asterisk above) and invited back to a subsequent public meeting September 2, 2020 to make presentations and be interviewed by the selection committee. Following the public meeting on September 2, 2020 the selection committee determined the order-of-preference ranking to be as follows:

Firms	Ranking
Wade Trim	1
Carollo Engineers, Inc.	2
Kimley Horn Associates	3

Summation and Supporting Documentation

Staff recommends the Board approve the Professional Services Evaluation Committee ranking, and authorize the Executive Director or his designee to negotiate a contract and a scope and fee

for the Feasibility and Routing Study for the Phase 3C Regional Integrated Loop Pipeline Project with Wade Trim for consideration at a future Board meeting.

Supporting documents attached to this memorandum include:

- 1) Request for Statement of Qualifications
- 2) Information Package for Feasibility and Routing Study for Phase 3C Interconnect Project
- 3) Agreement form for Professional Services
- 4) Professional Services Evaluation Committee Documents
- 5) Notice of Intended Decision

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
REQUEST FOR PROFESSIONAL DESIGN AND ENGINEERING SERVICES
TO CONDUCT THE FEASIBILITY AND ROUTING STUDY FOR THE REGIONAL INTEGRATED
LOOP PHASE 3C PIPELINE PROJECT**

The Peace River Manasota Regional Water Supply Authority (Authority) is requesting ‘Statement of Qualifications’ (SOQ) from consultants interested in providing professional design and engineering services for the feasibility and routing study for the Regional Integrated Loop Phase 3C Pipeline Project (Project). Implementation of the Project will require multi-disciplinary expertise in fields including: engineering design; planning; water quality modeling; permitting and mitigation; cost estimating; and property acquisition.

An information packet containing details of the Project and the SOQ submittal requirements is available for download from the Authority’s website (www.regionalwater.org). The Authority will also use DemandStar, a third-party provider, to distribute proposals. Visit the DemandStar website at www.DemandStar.com for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with the Authority. If encountering any difficulties obtaining the necessary documents, contact Rachel Kersten at rkersten@regionalwater.org, or by calling 941-316-1776. Questions regarding this Request for SOQ must be directed by e-mail to Kevin Morris at kmorris@regionalwater.org no later than 5:00 P.M. Eastern Standard Time on July 15, 2020. All responses to questions and addenda, if applicable, will be posted on the Authority website and DemandStar.

Consultant selection will be in accordance with section 287.055, Florida Statutes, the Consultants’ Competitive Negotiation Act, and the Authority’s Procurement Policy (adopted December 5, 2018, or latest revision). Consultants desiring to provide these professional services to the Authority must submit six (6) paper copies (one copy shall be unbound) and one (1) electronic PDF copy of their SOQ in accordance with the requirements contained in the information packet to the attention of Patrick J. Lehman, Executive Director, at the address below no later than 2:00 p.m. Eastern Standard Time on July 24, 2020:

Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, Florida 34202

Dated this 23rd day of June, 2020.

Patrick J. Lehman, Executive Director
Peace River Manasota Regional Water Supply Authority

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

INFORMATION PACKAGE

for

PROFESSIONAL DESIGN AND ENGINEERING SERVICES

TO CONDUCT THE

FEASIBILITY AND ROUTING STUDY FOR THE REGIONAL INTEGRATED LOOP

PHASE 3C PIPELINE PROJECT

REQUEST FOR STATEMENT OF QUALIFICATIONS

The Peace River Manasota Regional Water Supply Authority (Authority) is requesting ‘Statement of Qualifications’ (SOQ) from consultants (Consultant) interested in providing professional design and engineering services for the Feasibility and Routing Study for the Regional Integrated Loop Phase 3C Pipeline Project (Project). This procurement is solely for a feasibility and routing study, which is the initial element of the Phase 3 pipeline, and does not extend to follow-on engineering services. The selected Consultant that is awarded and completes this initial element will not be precluded from participating in subsequent procurements for engineering services for the Phase 3C pipeline project, as needed.

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 ensure 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 located on Kings Highway in southwestern DeSoto County (treatment facility). The treatment facility was constructed in the late 1970’s and has undergone expansion and rehabilitation projects several times over the years. The treatment facility is supported by a 120 MGD intake pump station on the Peace River, a 6.5 billion gallon off-stream raw water storage system, and twenty-one (21) aquifer storage and recovery wells. The Authority’s regional distribution system also includes approximately seventy six (76) miles of large-diameter drinking water transmission system pipelines and associated remote pumping stations and finished water storage tanks in several counties.

PROJECT DESCRIPTION

The Authority is requesting SOQ from Consultants interested in providing professional design and engineering services for the Project. Consultant will evaluate and recommend configuration for interconnection of the Authority’s regional drinking water transmission system with the Manatee County water system. Objectives include improving the reliability of both systems, while also

providing improved water delivery capacity and water quality management in the northern portion of Sarasota County's service area. This system interconnection as currently envisioned would extend the regional transmission system northward from Clark Road (SR 72) near the National Cemetery to multiple connection points with the Sarasota County and Manatee County water systems near Loraine Road and the University Parkway-Lockwood Ridge area. The ultimate configuration and design parameters for the Phase 3C pipeline project will be determined in this Project and will include but not necessarily be limited to: pipeline routes; delivery requirements; pipe sizes; pumping and storage requirements; recommended interconnection points; water quality considerations; alternatives such as local system improvements; estimated project costs and project duration. The Project is to be completed within eighteen (18) months from notice to proceed.

PROJECT BACKGROUND

The Authority's Water Resiliency Assurance Plan (WRAP) is a continuing program of infrastructure improvements to support regional water supply resiliency and meet growing drinking water needs across a 4-county area by interconnecting major water supplies and developing additional alternative water supply (AWS) capacity. As part of the WRAP, 82 miles of new transmission mains were identified and prioritized within the Authority's 2020 Integrated Regional Water Supply Master Plan Update and these projects have been incorporated into the organization's Fiscal Year 2021 Capital Improvements Plan and Capital Needs Assessment [adopted 05-27-20].

Plant-to-plant interconnects comprise the backbone of this system which maximizes flexibility for: blending source waters effectively to achieve water quality control, rotational source management in droughts or other emergencies, and the efficient movement of water from production centers to demand zones. Secure water supply supports a continued vibrant economy today and provides a sound platform to build upon for generations to come. Regional interconnection also provides flexibility to respond to economic development opportunities when assurance of water supply may be a strategic advantage over other locales being considered.

The Authority's Capital Improvements Plan and Capital Needs Assessment, Fiscal Period 2021-2040 shows two Phase 3C pipeline projects that are generally described below:

The Regional Integrated Loop – Phase 3C pipeline project begins near the National Cemetery on Clark Road (SR 72) in Sarasota County and continues northward a distance of about ten (10) miles to the vicinity of Fruitville Road in central Sarasota County. The pipeline project is envisioned to include a pumping and storage facility. Routing and interconnections are only generally implied by the figure shown (see Figure 1).

The Regional Integrated Loop – Phase 3C Extension pipeline project begins at the end of Phase 3C, east of Interstate 75 and near Fruitville Road. The conceptual route then extends westward a distance of about eight (8) miles to Lockwood Ridge Road and then north for another (2) miles to reach University Parkway. Routing and interconnections are only generally implied by the figure shown (see Figure 1).

For the purposes of this Request for Statements of Qualifications (SOQ), the Project will combine

these (2) two separate pipeline projects into Project – the ‘Phase 3C Regional Integrated Loop Pipeline Project’, hereafter referred to as the Project. Based on the results of the Feasibility and Routing Study and Authority needs, future phases (not part of the current SOQ) including design, permitting, and construction work may again necessitate separating the Phase 3C and 3C Extension pipelines projects.

REQUIRED SERVICES

Implementation of the Project will require multi-disciplinary expertise in fields including: engineering design; planning; water quality modeling; permitting and mitigation; cost estimating; and property acquisition.

BACKGROUND MATERIALS

The documents listed below for the Project are available for downloading by visiting the Authority’s website at www.regionalwater.org. 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. *Draft* Peace River Manasota Regional Water Supply Authority Integrated Regional Water Supply Plan Update 2020.
2. Construction Plans for Phase 3B Regional Integrated Loop Interconnect Pipeline Project (2019).
3. PRMRWSA Regional Water Quality Master Plan (Hazen & Sawyer, 2020).
4. PRMRWSA Regional System Water Quality Model (HDR, 2020).
5. Peace River Manasota Regional Water Supply Authority 5-Year Capital Improvements Program and 20-Year Capital Needs Assessment Fiscal Period: 2021 – 2040.
6. Peace River Manasota Regional Water Supply Authority Regional Integrated Loop System Feasibility Study (PBS&J, 2005).
7. Conceptual Environmental Permitting for PRMRWSA Regional Integrated Loop System (EarthBalance, 2009).

GENERAL PROJECT SCHEDULE

A summary schedule for Consultant selection 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	06/23/2020
(2) Final Date for Questions	07/15/2020
(3) SOQ Submittals Due to the Authority	07/24/2020
(4) PSEC Meeting to rank firms ^(a)	08/11/2020
(5) Interviews by PSEC (if needed)	09/02/2020
(6) Consultant Selection ^(b)	09/30/2020 (Board Action)
(7) Consideration of Scope and Fee ^(b)	12/02/2020 (Board Action)

- (a) PSEC = Professional Services Evaluation Committee. All PSEC meetings are publicly noticed. The PSEC has the option to interview firms. If interviews are conducted by the PSEC they will be at a public meeting on the date shown.
- (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 make a recommendation to the Authority Board of Directors (Board) on the selection, and also seek authorization from the Board to develop a contract and scope and fee for the Feasibility and Routing Study, both of which will be submitted to the Board for consideration at a subsequent meeting.

The Authority reserves the right to revise scheduled dates if determined to be in the best interest of the Authority. Any changes, delays, or addenda related to this Request for SOQ will be posted online through the Procurement interface on the Authority's website. **Consultants are responsible for reviewing the Authority's website for any changes, delays, addenda, and the Authority's responses to any questions timely submitted, as provided for below.**

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. Consultant may not submit a bid if it is on the aforementioned lists. By submitting a SOQ, Consultant certifies that it is not on the aforementioned lists.

CONSULTANT SELECTION PROCESS

Consultant selection shall be in accordance with the Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, and the Authority's Procurement Policy (adopted December 5, 2018 or latest revision). The Authority's Procurement Policy can be viewed in its entirety on the Authority's website at www.regionalwater.org refer to Section 5.4. A copy of the Authority's standard professional services contract form is included in this information package. The professional services contract contains minimum insurance requirements that must be satisfied for the contract to be executed by the Authority. 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 SOQ 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 SOQ 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 SOQ, 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, Executive Director, and any member of a selection or negotiation committee concerning this procurement until after the final recommendation is presented to the Board for approval or when the solicitation has been canceled or terminated. Any questions concerning this Request for SOQ must be presented in writing via email to Kevin Morris at kmorris@regionalwater.org no later than 5:00 p.m. Eastern Standard Time on July 15, 2020.

STATEMENT OF QUALIFICATIONS MINIMUM REQUIREMENTS

The SOQ must detail the Consultant's recommended method to accomplish the tasks and requirements for successful completion of the Project. In addition, the SOQ must include sufficient information to allow the Authority to evaluate the Consultant's experience and qualifications to perform the work.

The SOQ must include the project responsibilities, current workloads, and proposed involvement of key project personnel, as well as their education background and specific work experience.

Each SOQ must include the following:

1. Legal name, address, phone number of Consultant and e-mail of primary contact;
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 up to ten (10) other key personnel who will be assigned to conduct services listed within the Scope of Services, and if subconsultants/contractors are used, the subcontractor/consultant's firm and location of the office to which they are assigned;
7. Description and examples of projects completed by Consultant or subconsultants/contractors relating to the project service areas listed above, including budget and completion or estimated (if ongoing) completion time information;
8. Description of Consultant's proposed project approach for the Project including project management design approach; communication and coordination strategy; and operational flexibility and continuity;
9. Current and projected workloads for proposed key staff during proposed project timeframe;
10. Disclosure of whether Consultant or subconsultants/contractors currently represents Charlotte, DeSoto, Manatee, and Sarasota Counties, and the City of North Port (Customers), in any way;
11. Disclosure of any litigation Consultant or subconsultants/contractors 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;
12. List of three (3) clients that the Authority can contact as references with respect to Consultants work performance on projects similar to the Project; and

13. 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.

For minimum requirements Nos. 5 and 6, Consultant shall identify if the Project Manager or key personnel are a leased or contracted employee or employed with a subconsultant/contractor.

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 SOQ providing that one consultant is designated as the “Prime” Consultant and the other(s) as subconsultant/contractor(s) and that the SOQ was made without collusion and is in all respects, fair and in good faith.

The SOQ shall be limited to no more than twenty-five (25) 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 25-page count. All pages, except the covers and section dividers, 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. Use of color and/or larger font sizes for graphics or to differentiate headings is acceptable. Text within graphics must be a minimum of 10-point font. One (1) 11 x 17-inch page may be used for depiction of Consultant’s proposed organizational chart.

Consultants desiring to provide these professional services to the Authority must submit six (6) paper copies (one (1) copy shall be unbound) and one (1) electronic PDF copy 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 July 24, 2020**. 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 SOQ 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 SOQ. 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 SOQ.

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	20 points
4. Consultant's Project Approach	25 points
5. Consultant (team) Key Staff Resources Availability	5 points
6. Consultant's (team) Past Record on Authority Projects	5 points
7. Office Proximity to Authority Service Area	5 points
TOTAL	100 points

PROCUREMENT POLICY AND BID PROTESTS

Consultant is hereby placed on notice of the existence of the Peace River Manasota Regional Water Supply Authority Procurement Policy, December 2018 (or latest revision) ("Procurement Policy"), and is considered to be on constructive notice of all provisions contained therein. A copy is available at the Authority's Administrative Office at 9415 Town Center Parkway, Lakewood Ranch, Florida 34202 and on the Owner's website at www.regionalwater.org. The Authority shall post the intended decision or Board decision on the Authority's website at www.regionalwater.org. Notwithstanding the Procurement Policy, disputes regarding the bidding process shall be resolved in accordance with section 120.57(3), Florida Statutes. 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 required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

KEY PERSONNEL
for
PROFESSIONAL DESIGN AND ENGINEERING SERVICES
TO CONDUCT THE
FOR THE FEASIBILITY AND ROUTING STUDY FOR THE
PHASE 3C REGIONAL INTEGRATED LOOP INTERCONNECT PIPELINE PROJECT

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. If Project Manager or key personnel are not employees of the Consultant, please also indicate any subconsultants/contractors within the Office Location column.

<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, proposal, reply, or contract for good or services, any lease for real property, or any contract for the construction or repair of a public building or public work, 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 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 _____

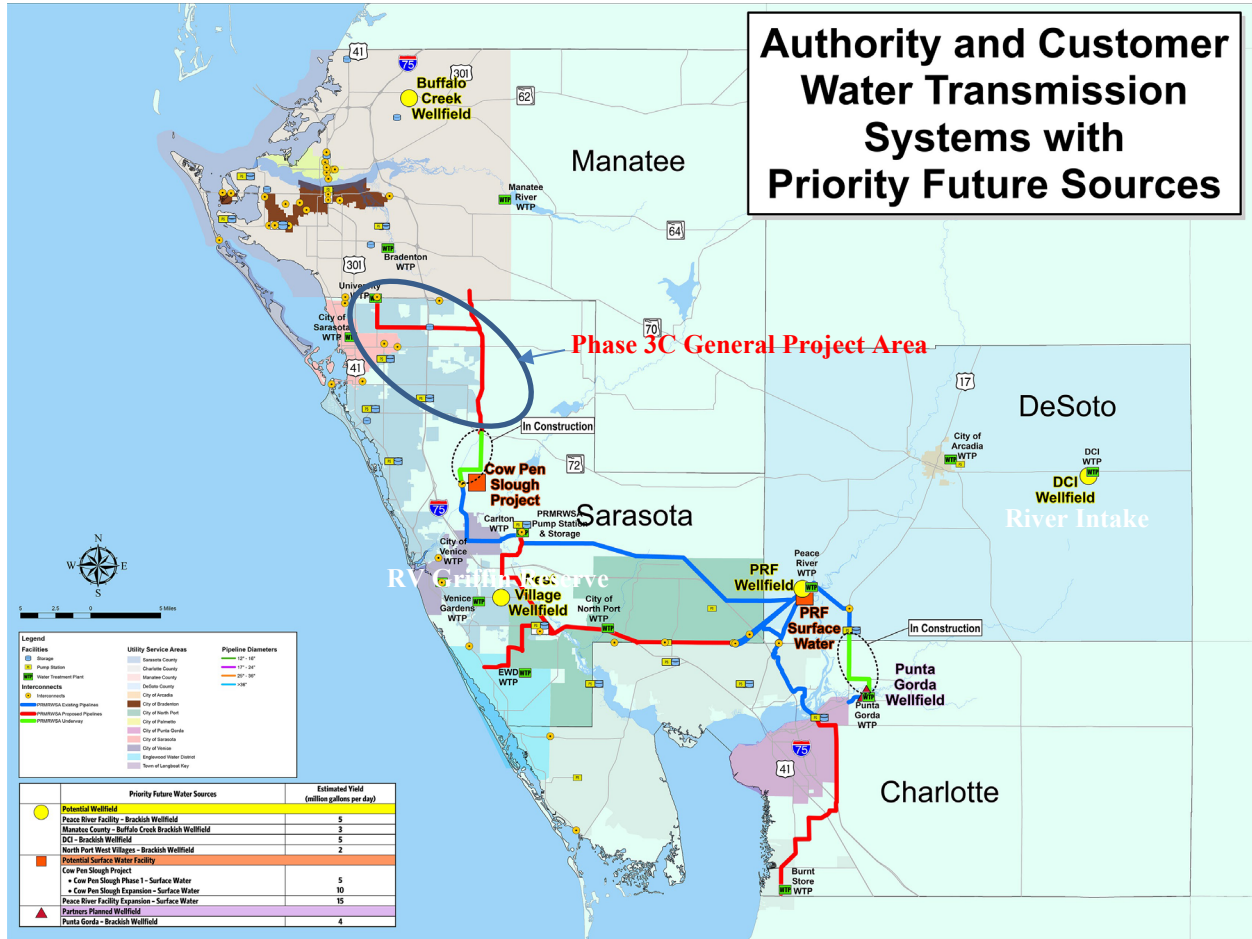
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ by _____ of _____, a _____ company organized under the laws of the State of _____, on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public
Name (Printed) _____

My commission expires _____.

(Printed typed or stamped Commissioned name of Notary Public)

Figure 1 General Routing of the Phase 3C Regional Integrated Loop Pipeline Project



PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Hon. Priscilla Trace
Manatee County

Hon. Ken Doherty
Charlotte County

Hon. Elton A. Langford
DeSoto County

Hon. Alan Maio
Sarasota County

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

Regional Integrated Loop Phase 3C Pipeline Project **Request for Statement of Qualifications**

DATE: July 9, 2020

FROM: Kevin Morris, Project Manager

RE: Addendum #1

Addendum #1 includes:

Answers to fourteen (14) questions received through July 9, 2020. Several questions were repetitive in nature but were posed in a slightly different manner by the second party, so care has been taken to respond to each question received but with consistency in the responses.

Questions

1. **Question:** In the SOQ Information package, under STATEMENT OF QUALIFICATIONS MINIMUM REQUIREMENTS, item 6 requires qualifications and professional experience of “up to ten (10) other key personnel who will be assigned to conduct services listed within the Scope of Services”. Does the maximum of 10 key personnel include subconsultants, or are descriptions of subconsultants’ key personnel in addition to the prime firm’s 10 key personnel?

Response: *The request for biographical/resume information on team members relates to all members of the proposed project team regardless of teaming arrangements. Also, resumes **do** count against the 25-page count limit, and if more than ten (10) resumes are submitted, only the first ten (10) will be considered.*

2. **Question:** Is the one (1) 11 x 17-inch page for the organizational chart included in the 25 maximum page count or in addition to the 25 pages? If it is included in the 25 page limit, does it count as one page?

Response: *Yes, the organizational chart counts as 1 page against the 25 page count limit.*

3. **Question:** Please confirm the Authority requires a total of 6 copies: 1 unbound and 5 bound, and one electronic pdf.?

Response: *Yes, this is correct.*

4. **Question:** Page 6 -3rd paragraph it states that required forms (listed in item 12) do not count towards the page count. Do the forms in Item 13 count as part of the 25 page count?

Response: *No, the required forms stipulated under 'Item 13' do not count against the 25 page count limit. To clarify, none of the required forms stipulated by Items 12 or 13 from pages 5 and 6, respectively, of the INFORMATION PACKAGE count against the 25 page count limit.*

5. **Question:** Page 5, No. 12- “List three (3) clients that the Authority can contact as references...” Are we to use the reference form (page 11) to satisfy the reference requirement of no. 12?

Response: *Yes, the “Reference Form” included in the SOQ is to be used to provide the specific project and contact information for the three (3) required client reference contacts.*

6. **Question:** Page 8, key personnel form, 1st paragraph, last sentence. Is the Authority asking that if the project manager or any key personnel that are not an employee of the prime, it should be indicated in the office location column. For example, if a subconsultant, we would type in “subconsultant” and that person’s office location?

Response: *The Key Personnel table should identify the primary office location for the Project Manager, Project team and key personnel regardless of any applicable teaming arrangements.*

7. **Question:** If an 11 x 17 is utilized for the organizational chart, may we list the principal office locations for the prime and subconsultants along the side of the page to satisfy no. 2 on page 5, STATEMENT OF QUALIFICATIONS MINIMUM REQUIREMENTS?

Response: *It is acceptable to include additional required information on the organizational chart but it falls to the respondent to insure that such information is composed and presented in such a manner that the information is clear, legible and cannot be easily overlooked.*

8. **Question:** Is contract amount, on the reference form, referring to engineering / consultant fees? Or Construction cost?

Response: *The contract amount referenced pertains to engineering service fees for similar feasibility and routing studies, not construction cost. Further, if a feasibility and routing study element were a part of a larger project which included engineering design and construction service fees, then the respondent should restrict reporting here to just that portion of the project related to feasibility and routing study efforts.*

9. **Question:** Standard black text – is it acceptable to lighten the body text to 90% black? In our experience, it is easier on the eyes.

Response: *Yes, that is acceptable.*

10. **Question:** Standard black text – it is acceptable to use navy blue on the forms? Again, so that text is easier to read?

Response: *Yes, use of color to enhance readability is acceptable.*

11. **Question:** If we use the Reference form included in the SOQ, should that be placed in the forms section (won't count toward the 25 pages)? Or must the three references be in the main proposal per minimum requirements as listed on page 5, #12 (counts toward the 25 pages)?

Response: *The manner in which the respondent chooses to organize their submittal is a personal preference, wherever required forms are included, they will not be counted against the 25 page limit.*

12. **Question:** Can we reformat the Reference form as long as we keep the required information?

Response: *Yes.*

13. **Question:** With consideration to the COVID virus, can we submit digital only?

Response: *No.*

14. **Question:** Given the logistical challenges of document production and delivery due to COVID closures, would the Authority consider electronic submission of our Statements of Qualifications?

Response: *There are no changes to the stipulated submittal procedures.*

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Hon. Priscilla Trace
Manatee County

Hon. Ken Doherty
Charlotte County

Hon. Elton A. Langford
DeSoto County

Hon. Alan Maio
Sarasota County

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

Regional Integrated Loop Phase 3C Pipeline Project **Request for Statement of Qualifications**

DATE: July 17, 2020

FROM: Kevin Morris, Project Manager

RE: Addendum #2

Addendum #2 includes:

Answers to three (3) additional questions received through July 15, 2020.

Questions

1. In reference to the Question / Response from Addendum no. 1 provided below – Please confirm that the Resume for the Project Manager, required on Page 5, no. 5 of the SOQ, does not count as part of the 10 key resumes referenced below. This would mean we are permitted to submit 10 key resumes plus one resume for the Project Manager.

Question: In the SOQ Information package, under STATEMENT OF QUALIFICATIONS MINIMUM REQUIREMENTS, item 6 requires qualifications and professional experience of “up to ten (10) other key personnel who will be assigned to conduct services listed within the Scope of Services”. Does the maximum of 10 key personnel include subconsultants, or are descriptions of subconsultants’ key personnel in addition to the prime firm’s 10 key personnel?

Response: *The request for biographical/resume information on team members relates to all members of the proposed project team regardless of teaming arrangements. Also, resumes do count against the 25-page count limit, and if more than ten (10) resumes are submitted, only the first ten (10) will be considered.*

Response: *Yes.*

2. **Question:** Per the Authority’s RFQ, the page limit for this SOQ is 25 single-sided pages. Can you please let me know whether business and individual licenses count toward the page limit?

Response: *Yes, we understand that some certificates are larger than others and some firms in the past have elected to include reduced-size copies of these treating them as graphic elements combining several to a page.*

3. **Question:** The Key Personnel Form states each person must be identified with “their job classification, area of expertise, and work location.” Can you please clarify the information the authority wants for job classification?

Response: *This should reflect the individual’s designated role for this project, i.e. Project Manager, Quality Assurance Officer, Task Leader, Project Engineer, Project Scientist, Environmental Lead, Administrative Support, etc.*

**AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO THE
FEASIBILITY AND ROUTING STUDY FOR THE REGIONAL INTEGRATED LOOP
PHASE 3C PIPELINE PROJECT**

The Agreement is made this ____ day of _____, 2020 (“Effective Date”) between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an independent special district created pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes, acting by and through its governing Board of Directors, hereinafter referred to as the “Authority”, whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, and _____, hereinafter referred to as “Consultant”, whose address is _____.

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

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

WHEREAS, the Authority desires to retain a consultant to conduct a feasibility and routing study for the Regional Integrated Loop Phase 3C Pipeline Project (Project) to support the Authority's strategic initiative to interconnect the region; and

WHEREAS, the Authority solicited statements of qualifications for the Project; 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 “B” in the Agreement.
- C. “Professional Services” – Services to be provided by Consultant to the Authority generally consisting of, but not limited to, professional design and engineering services for the feasibility and routing study, including engineering design; planning; water quality modeling; permitting and mitigation; cost estimating; and property acquisition; and any other professional services required for the Project.
- D. “Project” – The feasibility and routing study for the Regional Integrated Loop Phase 3C and Phase 3C Extension pipelines, which are two (2) separate, but contiguous, pipeline projects included in the Authority’s Fiscal Year 2021 CIP/CNA booklet (adopted 5-27-20), which have been consolidated into a single study. This Project does not include any follow-on engineering design or construction management services. Consultant will need to work

in conjunction with other Authority consultants for coordination on other components of the regional water supply system.

- E. “Scope of Services” – The Professional Services to be provided by the Consultant, which will include specific tasks and duties related to the Project to be conducted within a pre-determined timeframe for a specified fee to meet a defined objective, collectively comprising a Work Order.
- 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.
- H. “Work Order” – An individual work assignment to be conducted by Consultant at the direction of the Authority, consisting of single or multiple tasks completed within a pre-determined timeframe for a pre-approved fee, including a Scope of Services for that specific Work Order.

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 the Project.

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

The Project will be completed through a series of sequential Work Orders, all developed in accordance with this Agreement. Each Work Order will be brought to the Authority Board of Directors (Board) for approval prior to its issuance. Consultant shall develop each Work Order, which will include the intended purpose, objectives, services needed in a task-level breakdown, schedule, deliverables, and estimated costs. Any modification to a Work Order after it has been authorized by the Authority Board must be approved in writing by the Authority. In addition to the Professional Services set forth in the Agreement, 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 Work Order.
- B. Consultant shall maintain an adequate and competent professional staff appropriately certified/licensed and operating within the State of Florida.
- C. Consultant shall designate in writing a single representative with whom the Authority shall coordinate the Work Order 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 Work Orders.
- D. Consultant shall secure all licenses or permits required by law for the completion of any Work Order 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 any Work Order. 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 a Work Order, 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 Work Orders. The Executive Director shall have complete authority to authorize modifications to any Work Order; 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 any Work Order, 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 as defined in any Work Order upon receipt of a Notice to Proceed for that Work Order and shall satisfactorily complete such services within the established schedule.

SECTION 6. COMPENSATION

The Authority agrees to pay the Consultant for services performed in accordance with Chapter 218, Part VII, Florida Statutes, the Local Government Prompt Payment Act, upon receipt of a proper invoice and as follows:

- A. Compensation for any Work Order approved by the Authority Board shall be established based on the Fee Schedule included in Exhibit "B" and may include any subsequent modifications authorized by the Authority Executive Director pursuant to Section 4 above. Final payment will be subject to successful completion of a Work Order and the Authority's acceptance of tasks and project schedule in accordance with the terms of this Agreement and the Work Order. The Fee Schedule in Exhibit "B" may be adjusted on an annual basis upon written approval by the Executive Director.

- B. The fair and reasonable expenses of the Consultant necessarily incurred in the performance of the duties herein described and agreed to by the Authority shall, upon proper invoice and detail, be paid by the Authority, at actual cost with no mark-up. The Authority shall also pay out-of-pocket expenses, at actual cost with no mark-up, incurred by Consultant for the Authority relating to the 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 "C", Authority Resolution 2018-01 *Resolution Establishing Per Diem and Travel Expenses* (or latest revision). This paragraph supersedes any conflicts that may occur with Exhibit "B".
- 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 a Work Order. All invoices shall be on a calendar month basis. Invoices must be submitted to the Executive Director by the 20th day of the month for 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 to the 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 _____ 2020 Statement of Qualifications and any documents and presentations provided to the PSEC and/or Authority Board, as Exhibit “A”,
- B. Fee Schedule, attached hereto as Exhibit “B”,
- C. Authority Resolution 2018-01 *Resolution Establishing Per Diem and Travel Expenses*, (or latest revision) attached hereto as Exhibit “C”,
- D. Certificate of Insurance, attached hereto as Exhibit “D”,
- E. Any written amendments, modifications, or addenda to the Agreement, and

F. Work Orders as approved by the Authority Board and any modifications approved by the Executive Director.

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 “C”, then to Exhibit “B”, then to approved Work Orders, 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 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 a Work Order are requested. In the case of additional requested copies, the supplemental cost for such deliverables will be negotiated on a case by case basis in advance of authorization to commence production. All original documents prepared by Consultant are instruments of service and shall become property of the Authority. The use of data gathered under the Agreement shall be restricted and limited to the purposes of the Agreement, excluding the data in the public domain, and shall not be used in connection with other contracts or for other clients of Consultant without written permission of the Authority. Consultant will provide the Authority with reproducible copies of all reports and other documents. Copies of electronic media used to store data shall be provided to the Authority in a format specified by the Authority. 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 Work Orders.

- 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 such other documents that are required by Florida law to be endorsed and are prepared by Consultant in connection with the Project or Work Orders 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 Project 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 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. 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 Work Orders, Consultant agrees to provide the Authority with copies of any additional materials in its possession resulting from the performance of the Project 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 Project 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’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 Work Orders in a timely manner and in accordance with the standard of care, skill, and diligence customarily provided by an experienced professional organization rendering the same services, and in accordance with sound principles and practices. The Authority shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services called for hereunder, or the character, quality, amount, or value thereof. The decision of the Authority upon all such claims, questions, or disputes shall be reasonable and in adherence with sound principles and practices applicable to the Professional Services.

SECTION 10. CONSULTANT’S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Consultant acknowledges and explicitly represents to the Authority the following:

- A. Consultant is duly authorized to conduct business in the State of Florida.
- B. In connection with the 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 required by a Work Order 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 a Work Order, or any extensions thereof.

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

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

F. Consultant shall obtain and review all information and data that relates to a Work Order 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 a Work Order 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 Work Orders 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 services in a Work Order by the Authority, and amendments to any Work Order, shall be in writing.
- B. If Consultant is of the opinion that any service the Authority directs it to perform substantially increases the services of Consultant beyond the original Work Order ("Extra Services"), Consultant shall, within ten (10) days of such direction, notify the Authority in writing of this opinion. The Authority shall, within twenty (20) days after receipt of such notification, fairly judge as to whether or not such service in fact increases the services of Consultant beyond the Work Order 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 Work Order 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 a Work Order during any period is substantially less than the amount that is necessary to meet the Project schedule, the Authority may require Consultant to take whatever action is necessary, in the opinion of the Authority, to put the 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 subconsultants/contractors.
- 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 subconsultants/contractors to comply with the terms and conditions of the Agreement or otherwise perform their duties under this Agreement.
- G. If Authority requires Consultant to assist with an audit of Project costs, such assistance shall not be considered Extra Services.

SECTION 12. SUBCONSULTANTS/CONTRACTORS

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 and absolute discretion. Consultant shall be solely responsible for the employment, direction, supervision, compensation, and control of any and all

subconsultants/contractors, consultants, experts or other persons employed by Consultant. Consultant shall cause all subconsultants/contractors, experts, or other persons employed by Consultant to abide by the terms and conditions of the Agreement and all applicable laws as their work or services affect the Authority. Consultant shall not permit any subconsultant/contractor, 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 subconsultant/contractor 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, subconsultant/contractors 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, subconsultants/contractors or employees are in any manner agents, subconsultants/contractors 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. Nothing contained in this Agreement will be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between the Authority and the Consultant.

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 subconsultants/contractors with 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 of \$1,000,000 per accident.
 - 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.
 - c. Must be in compliance with all applicable state and federal workers' compensation laws.

2. Commercial or Comprehensive General Liability. Coverage must include:
 - a. \$2,000,000.00 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 \$2,000,000.00 per occurrence or claim of malpractice, negligence, error, and omissions.
- b. Minimum limit of \$2,000,000.00 in the aggregate for claims of malpractice, negligence, error, and omissions.
- c. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

C. Consultant must deliver to the Authority Certificates of Insurance evidencing the insurance coverage specified in this Section 14 prior to commencing work under the Agreement. The required Certificates of Insurance not only shall name types of policies provided but also shall refer specifically to the Agreement.

D. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the Authority, licensed to do business in the State of Florida and with a resident agent designated for the service of process. Consultant shall provide the Authority with financial information concerning any self-insurance fund insuring Consultant. At the Authority's option, self-insurance fund financial information may be waived.

E. All the policies of insurance so required of Consultant, except workers compensation and professional liability, shall be endorsed to include as additional insureds: the Authority, its directors, officers, employees, and agents as well as the Southwest Florida Water Management District's directors, officers, employees, and agents. Such insurance policies shall include or be endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance, which might be applicable to any loss, the insurance

required of Consultant shall be considered primary, and all other insurance shall be considered excess. The cross liability clause does not increase the limits of liability or aggregate limits of the policy.

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

- J. Professional liability insurance shall continue in force until the end of the fifth (5th) calendar year following the calendar year in which the Agreement is terminated. The current professional liability insurance policy, if not renewed, shall provide for an extended reporting period on the existing policy through said fifth (5th) calendar year.
- K. Consultant shall, upon request by the Authority, deliver to the Authority a copy of each insurance policy purchased by Consultant.
- L. All policies, except for workers' compensation and professional liability, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of subrogation against the Authority, its subconsultants/contractors, 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 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.

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 five (5) 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 a Work Order, and are allowed under this Agreement. If the Agreement is so terminated, Consultant must promptly deliver to the Authority copies of all then completed deliverable items and all tracings, drawings, survey notes, and other documents that directly support the deliverables prepared by Consultant.
- B. In the event the Agreement should be terminated by Authority or Consultant, the duties and obligations of Consultant, and its successors or assignees, 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 as provided for in C. below, 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 in recovery by the terms of the Agreement but may avail itself of any and all remedies under Florida law for any breach of this Agreement.

- C. A waiver, at any time, by the Authority of Consultant's breach of, or default in, any of the terms, provisions and obligations of this Agreement shall not be construed to be a waiver of any other terms, provisions, and obligations hereof or a waiver of any breach or default other than specifically waived. The Authority's failure at any time to compel a fulfillment of any one or more of the terms, provisions, or obligations under this Agreement will not be construed to be a waiver of Authority's right thereafter to enforce any such right. No waiver by the Authority shall be deemed to have been made unless expressed in writing and signed by the Authority.

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 “B” shall be adjusted to exclude any significant sums by which the Authority determines the Agreement Fee Schedule 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. Consultant hereby expressly waives any right it has to object to the venue of any action commenced in any courts in Manatee County, Florida or 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 at its sole and absolute discretion 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, as amended, 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, including any costs for investigations that led to the finding of false certification. 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:

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 is 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.

EXHIBIT A
(Consultant SOQ Submittal and Related Documents)

EXHIBIT B
(Consultant Fee Schedule)

EXHIBIT C

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.

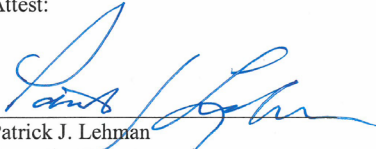
Section 4. The mileage reimbursement rate shall be the “standard mileage rate for business use of a vehicle” established by the IRS, as updated annually on January 1, or as otherwise adjusted from time to time by the IRS.

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.

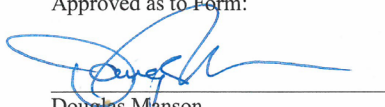
Attest:


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 D
(Certificate of Insurance)



CERTIFICATE OF LIABILITY INSURANCE

SAMPLE

DATE (MM/DD/YYYY)
Date COI created

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 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).

PRODUCER Insurance Agent Company Name	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Insuring Company Name (1)	NAIC # 12345
INSURED Consultant Company Name	INSURER B : Insuring Company Name (2)	67890
	INSURER C : Insuring Company Name (3)	111213
	INSURER D : Insuring Company Name (4)	141516
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>			00/00/00	00/00/00	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						\$2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>					COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Employee <input checked="" type="checkbox"/> Non-Ownership						\$1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE
	DED						RETENTION \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						Y / N <input type="checkbox"/> N/A
							PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. Each Accident E.L. Disease - EA Employee E.L. Disease - Policy Limit
D	Professional Liability						Each Occurrence Aggregate
							\$2,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All policies, except Workers Comp & Professional Liability shall be endorsed to include as Additional Insureds: the Authority, its directors, officers, employees & agents and Southwest Florida Water Management District's directors, officers, employees & agents. Commercial (occurrence form) or comprehensive general liability (occurrence form) shall include contractual liability, reference the Feasibility & Routing Study for the Regional Integrated Loop Phase 3C Pipeline Project. 30 Days' Notice of Cancellation wording & endorsement required.

CERTIFICATE HOLDER

CANCELLATION

Peace River Manasota Regional Water Supply Authority 9415 Town Center Parkway Lakewood Ranch, FL 34202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Hon. Priscilla Trace
Manatee County

Hon. Ken Doherty
Charlotte County

Hon. Elton A. Langford
DeSoto County

Hon. Alan Maio
Sarasota County

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

DATE: June 22, 2020

TO: Ann Lee, Finance and Administration Manager

FROM: Patrick Lehman, Executive Director

RE: Phase 3C Feasibility and Routing Study – Procurement of Professional Services

Pursuant to the Authority's procurement policy Section 5.4, the following individuals are designated to serve on the Professional Services Evaluation Committee (PSEC) for the reference project:

Mike Coates (PRMRWSA)

Chair of the PSEC

Terri Holcomb (PRMRWSA)

Committee Member

Richard Anderson (PRMRWSA)

Committee Member

Katie Gilmore (Manatee County Utilities)

Committee Member

Kevin Morris is designated as the Authority's project contact responding to questions and information queries about the June 23, 2020 Request for Statements of Qualifications. Statements of Qualifications are due from interested Consultants on July 24, 2020. The PSEC public meeting to review the SOQ's will be held at the Authority's Water Quality Training Center on August 11, 2020. If the PSEC decides to conduct interviews they will be held on September 2, 2020.

NOTICE OF MEETING

The **Peace River Manasota Regional Water Supply Authority** announces the following meeting to which the public is invited.

DATE AND TIME: Tuesday, August 11, 2020 @ 11:00 a.m.

PLACE: Peace River Manasota Regional Water Supply Authority, 8998 SW CR 769, Arcadia, FL 34269

PURPOSE: The Professional Services Evaluation Committee will meet to review and shortlist the Statement of Qualifications submitted for professional design and engineering services for the feasibility and routing study for the Regional Integrated Loop Phase 3C Pipeline Project. A copy of the agenda is available at www.regionalwater.org or by contacting the Peace River Manasota Regional Water Supply Authority located at 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, by telephone (941) 316-1776 or email peacriver@regionalwater.org. Persons with disabilities who need assistance may call (941) 316-1776 at least two business days in advance to make appropriate arrangements.



SELECTION COMMITTEE MEETING
REQUEST FOR STATEMENT OF QUALIFICATIONS
Regional Integrated Loop Phase 3C Pipeline Project
Feasibility and Routing Study

August 11, 2020 @ 11:00 AM
8998 SW CR 769, Arcadia, FL 34269

AGENDA

Selection Committee Members

Mike Coates, Deputy Director (PRMRWSA)
Terri Holcomb, Resource Management & Planning Manager (PRMRWSA)
Richard Anderson, System Operations Manager (PRMRWSA)
Katie Gilmore, Water Division Manager (MCU)

Firms Submitting SOQ

Submittal Date: July 24, 2020 @ 2:00 PM

AECOM Technical Services
Black & Veatch Corporation
Carollo Engineering
Kimley-Horn and Associates
Reiss Engineering
Stantec Consulting Services
TKW-CONSOR Consulting Engineers
Wade Trim

CALL TO ORDER

REVIEW SOQ REQUIREMENTS AND SCOPE

DISCUSSION OF SOQ SUBMITTALS

RANK FIRMS

PUBLIC COMMENTS

ADJOURN



Peace River Manasota

Regional Water Supply Authority

SELECTION COMMITTEE MEETING

REQUEST FOR STATEMENT OF QUALIFICATIONS

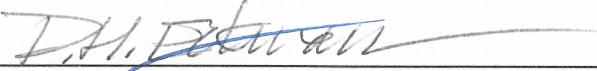
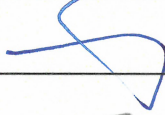
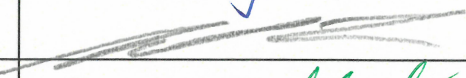




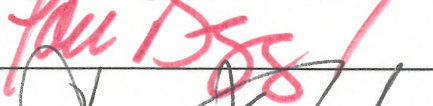
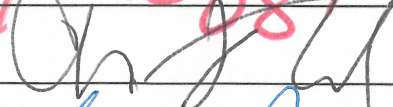
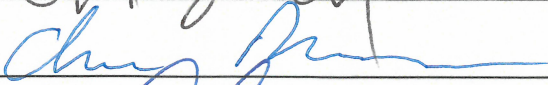
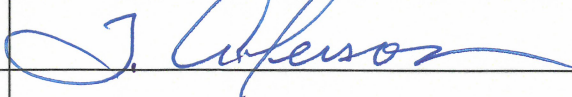
Regional Integrated Loop Phase 3C Regional Pipeline Project

Feasibility and Routing Study

August 11, 2020 @ 11:00 AM

8998 SW CR 769, Arcadia, FL 34269

SIGN IN SHEET

Name	Signature
Darius Eckmann	
Lewis Bryant	
Bob CUSH-6	
CARA ELLIOTT	
Mike McGeer	
Richard Anderson	
Troy Williams	
TOM BRZEZINSKI	
Chris Kröler	
CHRIS ROGERS	
TRACY ANDERSON	

Peace River Manasota Regional Water Supply Authority
Phase 3C Pipeline Feasibility & Routing Study: Request for SOQs
PSEC Meeting: August 11, 2020 @ 11:00 am
8998 SW CR 769, Arcadia, FL 34269

CONSULTANT	Criteria							TOTAL
	1 (20 points)	2 (20 points)	3 (20 points)	4 (25 points)	5 (5 points)	6 (5 points)	7 (5 points)	100
AECOM	15.75	15.5	16.25	19.75	4.5	4.5	3.5	79.75
Black & Veatch	16.0	16.75	16.75	20.0	4.75	5	3.75	83.0
Carollo	18	18.75	17.25	22.25	4.75	2.875	4.75	88.625
Conсор	13	12.5	12.5	16.25	3.25	4.125	3.75	65.375 54.375
Kimley Horn	18	16.75	18	22.75	4.75	4.125	4.75	89.125
Reiss	16.75	17.25	16.75	22.75	5	2.5	3.5	84.5
Stantec	16.5	16.25	18.25	21.0	4.75	3.5	4.5	84.75
Wade Trim	19	19	19.5	21.5	4.75	4.5	3.5	91.75

MC 8-12-2020

- Criteria:**
- 1 Consultant Competence/Qualifications
 - 2 Consultant Experience on Similar Projects
 - 3 Project Manager Qualifications & Experience
 - 4 Consultant's Project Approach
 - 5 Consultant Key Staff Resources Availability
 - 6 Consultant Past Record on Authority Projects
 - 7 Office Proximity to Authority Service Area

Member Signatures

Mike Coates, Deputy Director

Terri Holeomb, Resource Mgmt. & Planning Manager

Richard Anderson, System Operations Manager

Katie Gilmore, Water Division Mgr. Manatee Co. Util

DATE: August 12, 2020

TO: Patrick Lehman, Executive Director

FROM: Mike Coates, Deputy Director 

RE: Selection Process – Feasibility and Routing Study for the Regional Integrated Loop Phase 3C Regional Pipelines Project.

The Professional Services Evaluation Committee (PSEC) held a public meeting at 11:00 am on August 11, 2020 at the Peace River Facility to review statements of qualifications (SOQ) submitted for the above referenced project. PSEC Members identified for the project are listed below and all members were present and participated:

- Mike Coates, P.G., - PRMRWSA
- Terri Holcomb, P.E., - PRMRWSA
- Richard Anderson, – PRMRWSA
- Katherine Gilmore, – Manatee County Utilities

Eight (8) statements of qualification were timely received and all met minimum requirements for acceptance. The committee conducted public review of each of the SOQ's, scoring them in the seven categories listed in the project information package. The committee consensus is to interview the three (3) highest ranked firms on September 2, 2020 at the Peace River Facility in order to determine a final ranking recommendation. The three firms to be interviewed are listed below in the order they ranked on the Committee consensus sheet.

- 1) Wade Trim
- 2) Kimley Horn
- 3) Carollo

Attachments:

- Meeting Agenda
- Sign-In Sheet
- Committee Consensus Score Sheet

NOTICE OF MEETING

The **Peace River Manasota Regional Water Supply Authority** announces the following meeting to which the public is invited.

DATE AND TIME: Wednesday, September 2, 2020 @ 3:00 p.m.

PLACE: Peace River Manasota Regional Water Supply Authority, 8998 SW CR 769, Arcadia, FL 34269

PURPOSE: The Professional Services Evaluation Committee will meet to evaluate, rank, and conduct interviews for the Statement of Qualifications submitted for professional design and engineering services for the feasibility and routing study for the Regional Integrated Loop Phase 3C Pipeline Project. A copy of the agenda is available at www.regionalwater.org or by contacting the Peace River Manasota Regional Water Supply Authority located at 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, by telephone (941) 316-1776 or email peacriver@regionalwater.org. Persons with disabilities who need assistance may call (941) 316-1776 at least two business days in advance to make appropriate arrangements.



SELECTION COMMITTEE MEETING
REQUEST FOR STATEMENT OF QUALIFICATIONS
Regional Integrated Loop Phase 3C Pipeline Project
Feasibility and Routing Study

September 2, 2020 @ 3:00 PM
8998 SW CR 769, Arcadia, FL 34269

AGENDA

Selection Committee Members

Mike Coates, Deputy Director (PRMRWSA)
Terri Holcomb, Resource Management & Planning Manager (PRMRWSA)
Richard Anderson, System Operations Manager (PRMRWSA)
Katie Gilmore, Water Division Manager (MCU)

CALL TO ORDER

PUBLIC COMMENTS

INTERVIEWS

Carollo Engineering
Kimley-Horn and Associates
Wade Trim

DISCUSSION OF INTERVIEWS

RANK FIRMS

PUBLIC COMMENTS

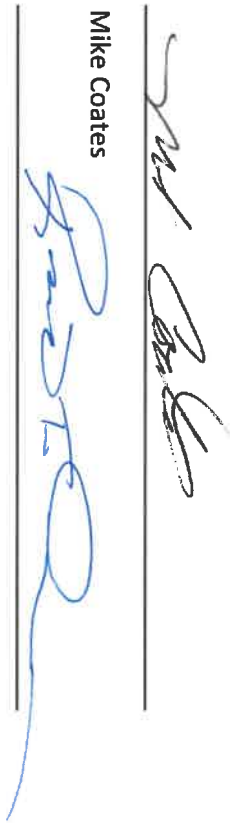
ADJOURN

Phase 3C Interconnect Committee Score Sheet

Firm	Rank					Total (1)
	Anderson	Coates	Gilmore	Holcomb		
Carollo	3	1	2	2		8
Kimley Horn	2	3	1	3		9
Wade Trim	1	2	3	1		7

(1) Low score is best qualified

Mike Coates



Richard Anderson



Katie Gilmore



Terri Holcomb

**NOTICE OF INTENDED DECISION FOR AWARD OF CONTRACT -
Regional Integrated Loop Phase 3C Regional Pipeline Project
Feasibility and Routing Study**

Recommended Action - **Motion** to approve Professional Services Evaluation Committee ranking of consultants and authorize the Executive Director or his designee to negotiate a contract and a scope and fee with Wade Trim, for the Regional Integrated Loop Phase 3C Regional Pipeline Project, Feasibility and Routing Study.

In accordance with the Authority’s Procurement Policy, Statement of Qualification (SOQ) proposals were requested from Consultants interested in providing Professional Engineering Services for the Feasibility and Routing Study for the Phase 3C Regional Pipeline Projects. Eight proposals were timely received by the July 24, 2020 submittal deadline and all eight were deemed responsive and were evaluated in accordance with the Authority Procurement Policy.

On August 11, 2020 the Authority’s Selection Committee held a Public Meeting and reviewed the SOQ proposals and narrowed the field to three Consultants. On September 2, 2020 a second Public Meeting was held and the three Consultants presented their proposals and answered questions.

Staff recommends that the Authority Board of Directors approve the Professional Services Evaluation Committee ranking below, and authorize the Executive Director or his designee to negotiate a contract and a scope and fee for the Feasibility and Routing Study for the Phase 3C Pipeline Project with the best ranked firm; Wade Trim, Inc., for consideration at a future Board meeting.

Firm	Ranking
Wade Trim	1
Corollo Engineers, Inc.	2
Kimley Horne Associates	3

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: 09/15/2020

TAB B
Statements of Qualification Received (electronic format)

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
September 30, 2020

REGULAR AGENDA
ITEM 1

Water Supply Conditions

Presenter - Richard Anderson, System Operations Manager

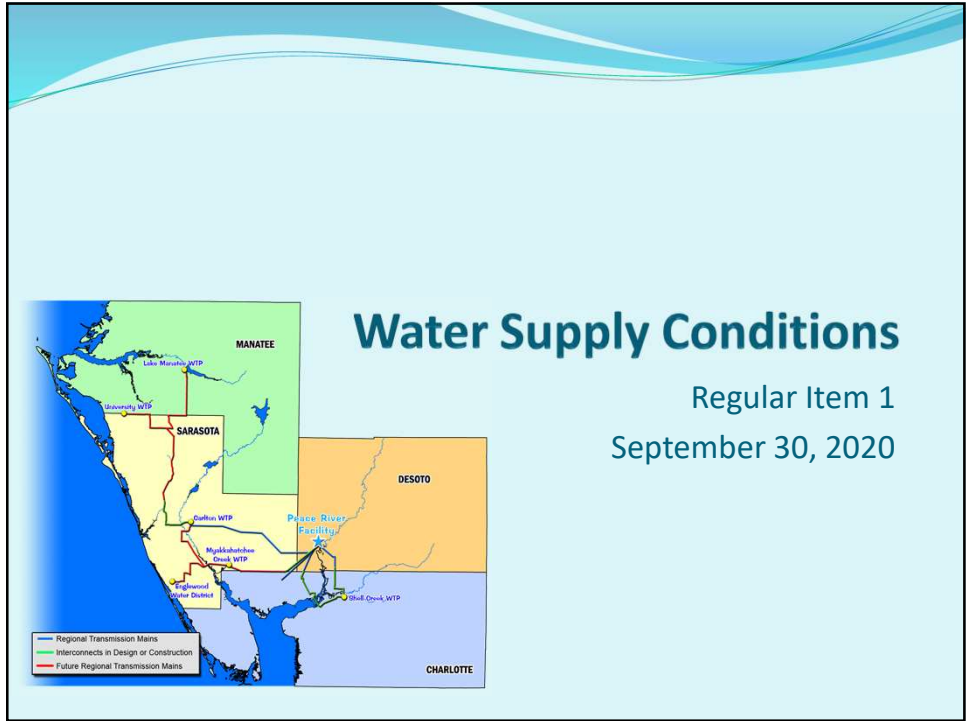
Recommended Action - **Status Report.** This item is presented for the Board's information and no action is required.

Water Supply Conditions at the Peace River Facility as of September 15, 2020.

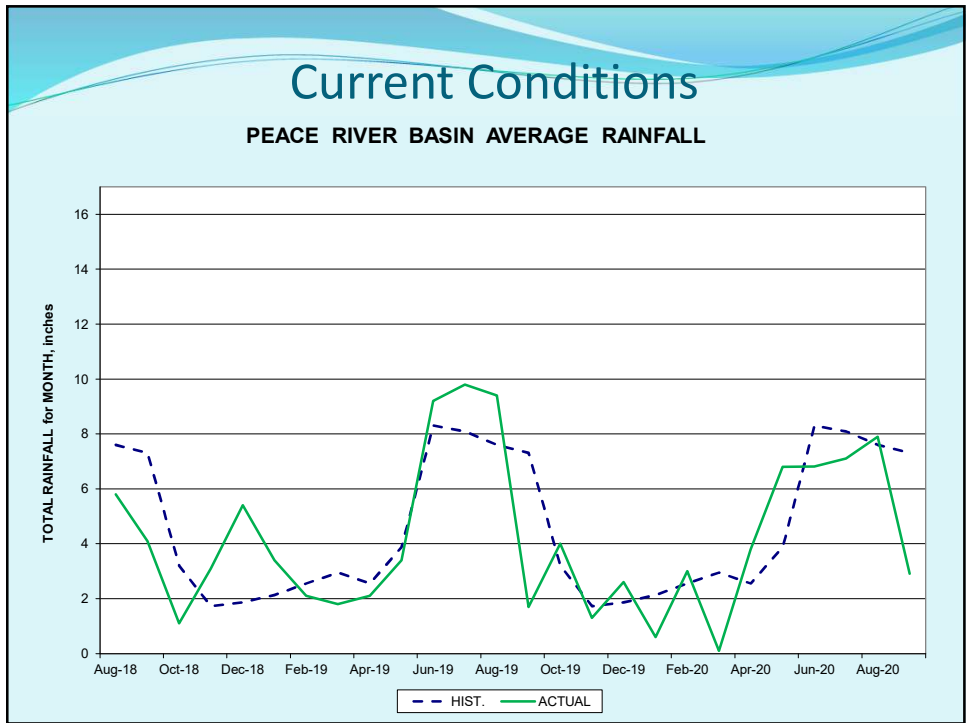
- Water Supply Quantity: Excellent
- Treated Water Quality: Excellent

September Water Demand	24.90 MGD
September River Withdrawals	26.33 MGD
<u>Storage Volume:</u>	
Reservoirs	6.42 BG
ASR	<u>8.26 BG</u>
Total	14.68 BG

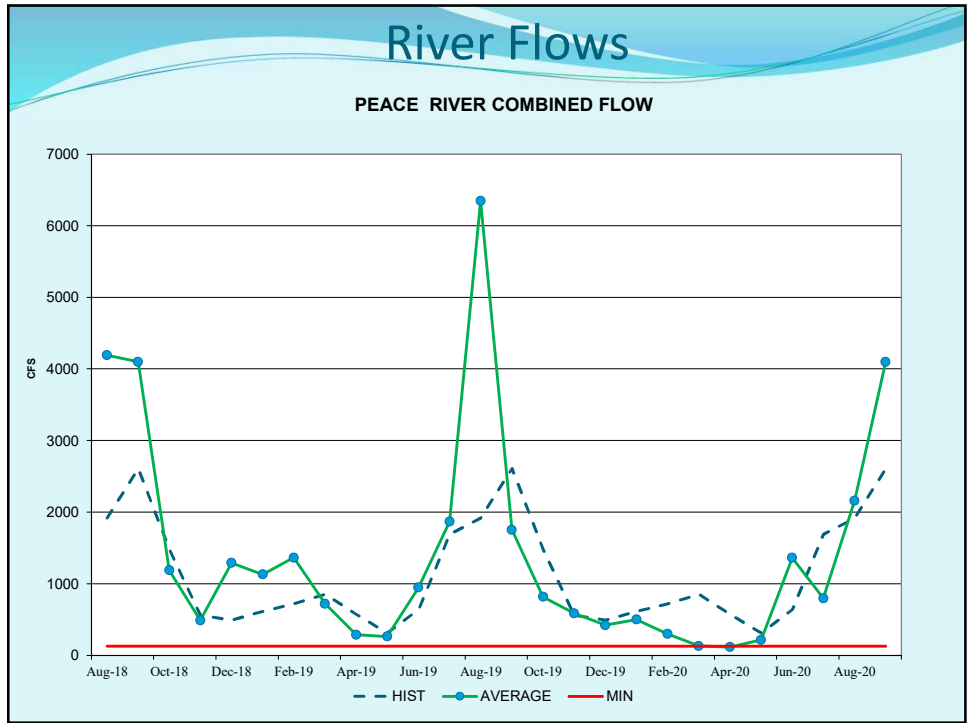
Attachments:
Presentation Materials



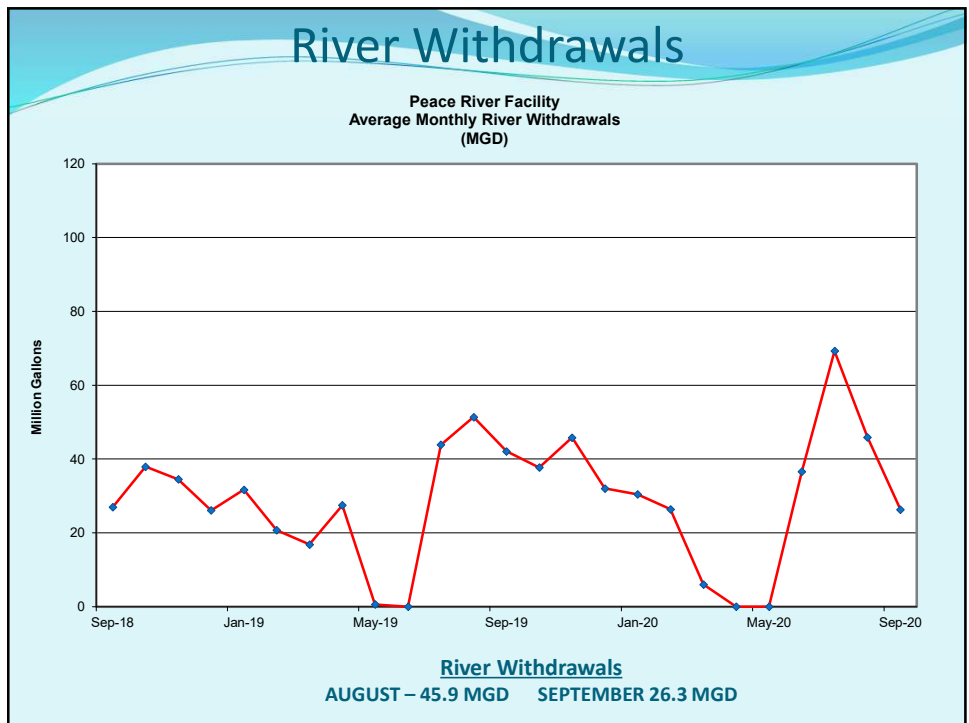
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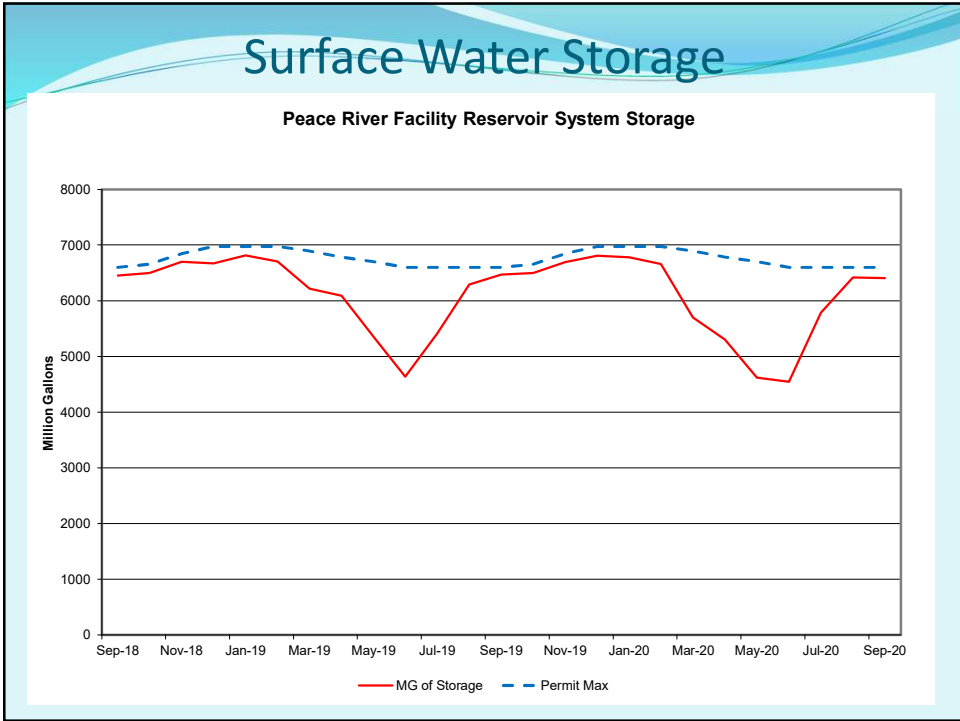
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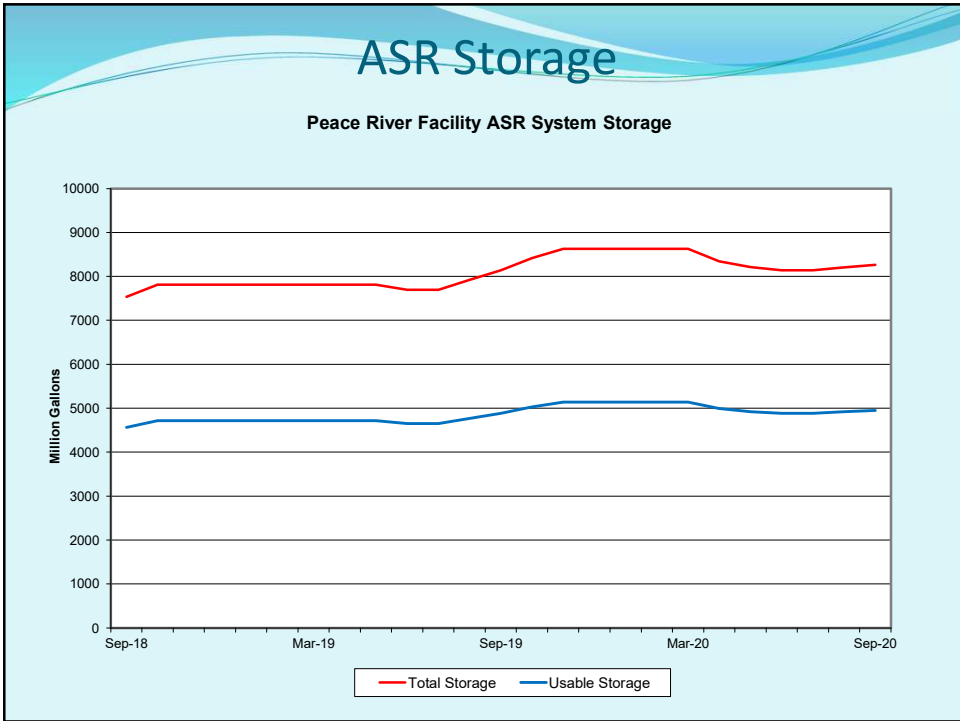
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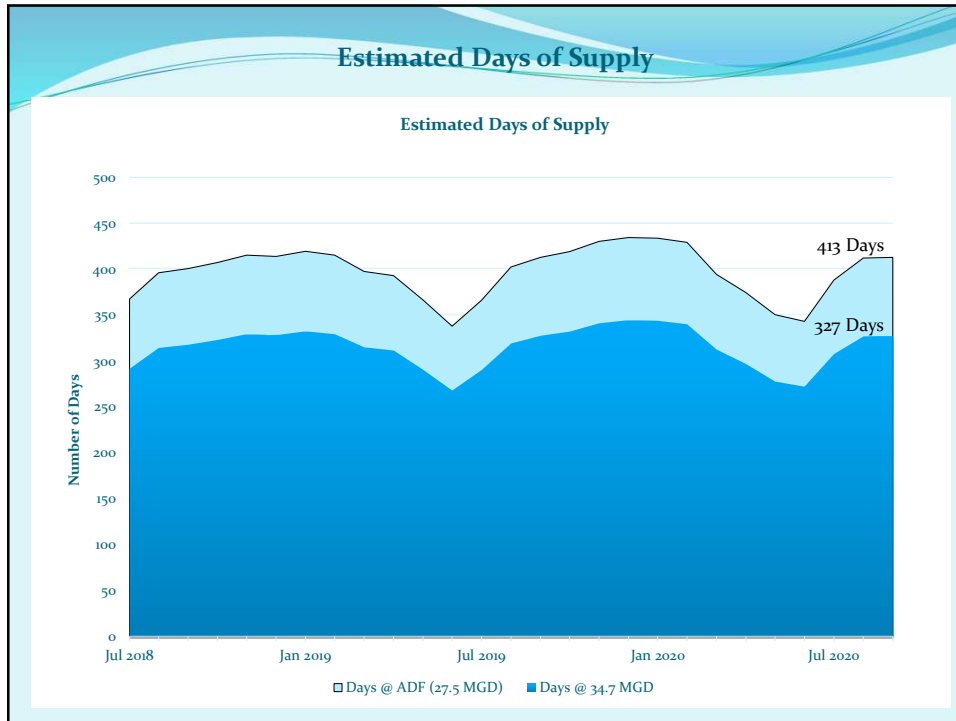
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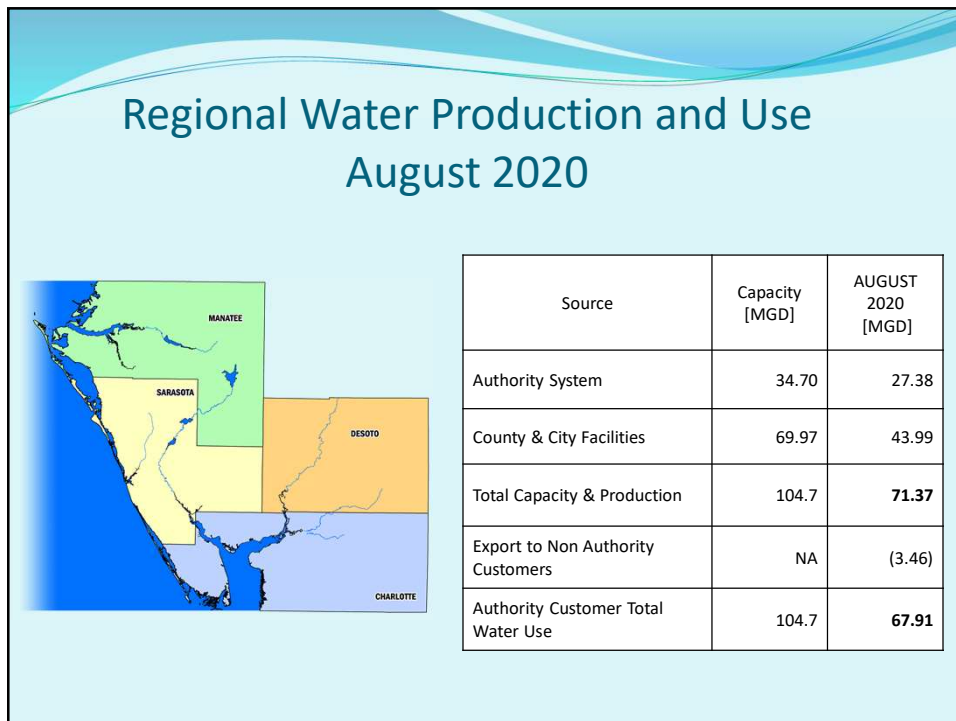
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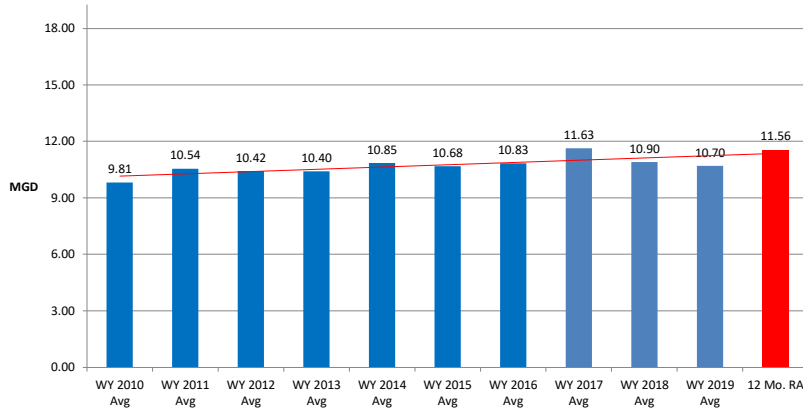


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Charlotte County

Source	Capacity [MGD]	AUGUST 2020 [MGD]	% UTILIZED
Peace River Facilities	16.10	10.21	63%
Charlotte Self Supply	3.17	0.38	12%
TOTAL	19.27	10.59	55%

ANNUAL AVERAGE USAGE

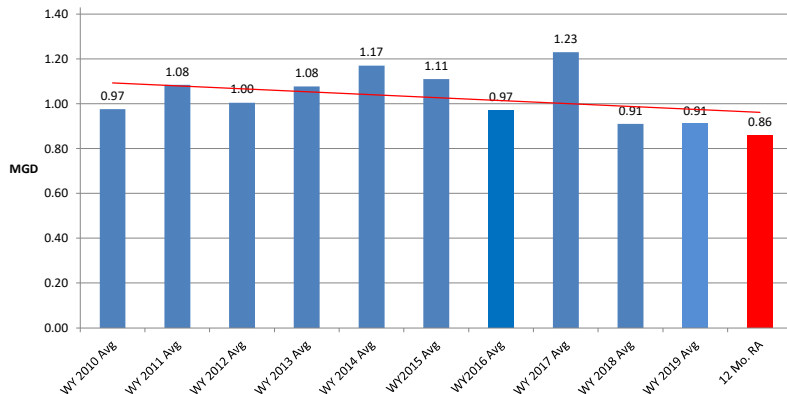


9

Desoto County

Source	Capacity [MGD]	AUGUST 2020 [MGD]	% UTILIZED
Peace River Facilities	0.675	0.44	66%
Desoto Self Supply	0.75	0.34	45%
TOTAL	1.425	0.78	55%

ANNUAL AVERAGE USAGE

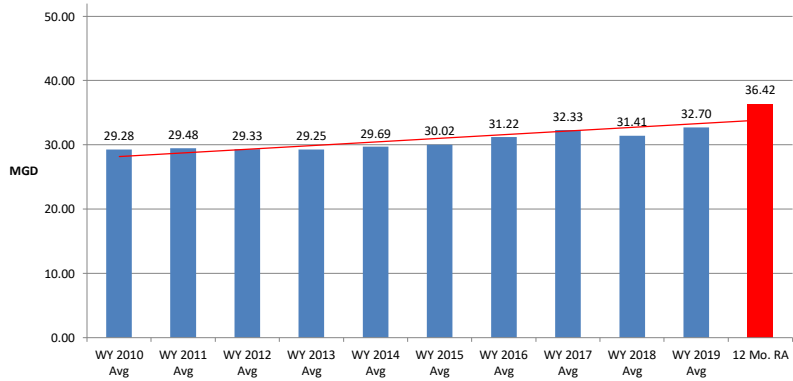


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Manatee County

Source	Capacity [MGD]	AUGUST 2020 [MGD]	% UTILIZED
Manatee Self Supply	52.00	34.19	66%
Export to Sarasota Co.	NA	3.98	
Export to Others	NA	3.46	
TOTAL	52.00	41.63	80%

ANNUAL AVERAGE USAGE

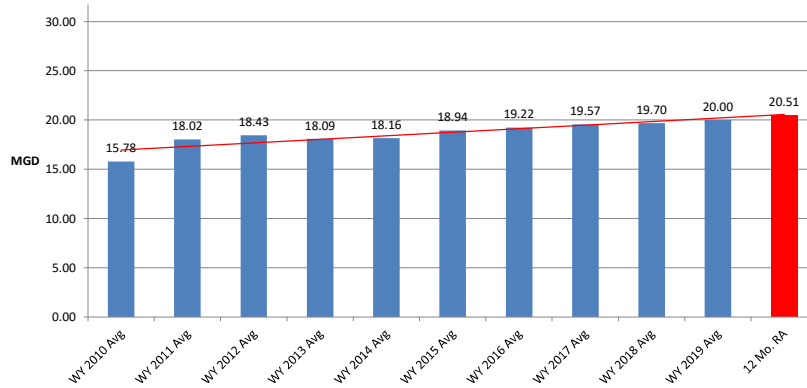


11

Sarasota County

Source	Capacity [MGD]	AUGUST 2020 [MGD]	% UTILIZED
Peace River Facilities	15.06	14.78	98%
Import from Others	5.00	3.98	76%
County Self Supply	10.52	0.53	5%
TOTAL	33.58	19.29	57%

ANNUAL AVERAGE USAGE

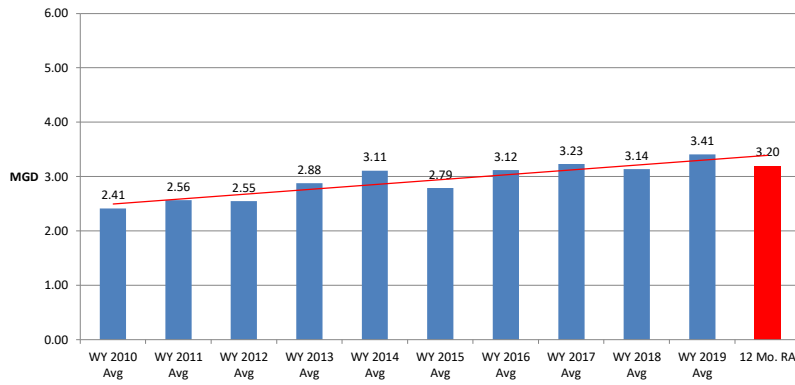


12

North Port

Source	Capacity [MGD]	AUGUST 2020 (MGD)	% UTILIZED
Peace River Facilities	2.865	1.95	68%
North Port Self Supply	3.30	1.11	34%
Water Exchanged	N/A	0	
TOTAL	6.165	3.06	50%

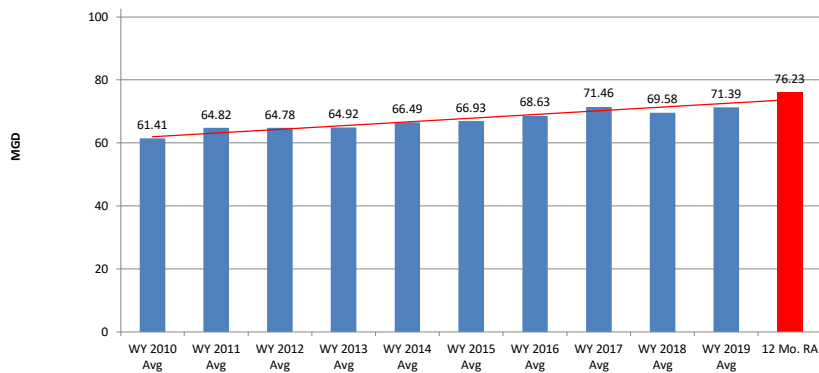
ANNUAL AVERAGE USAGE



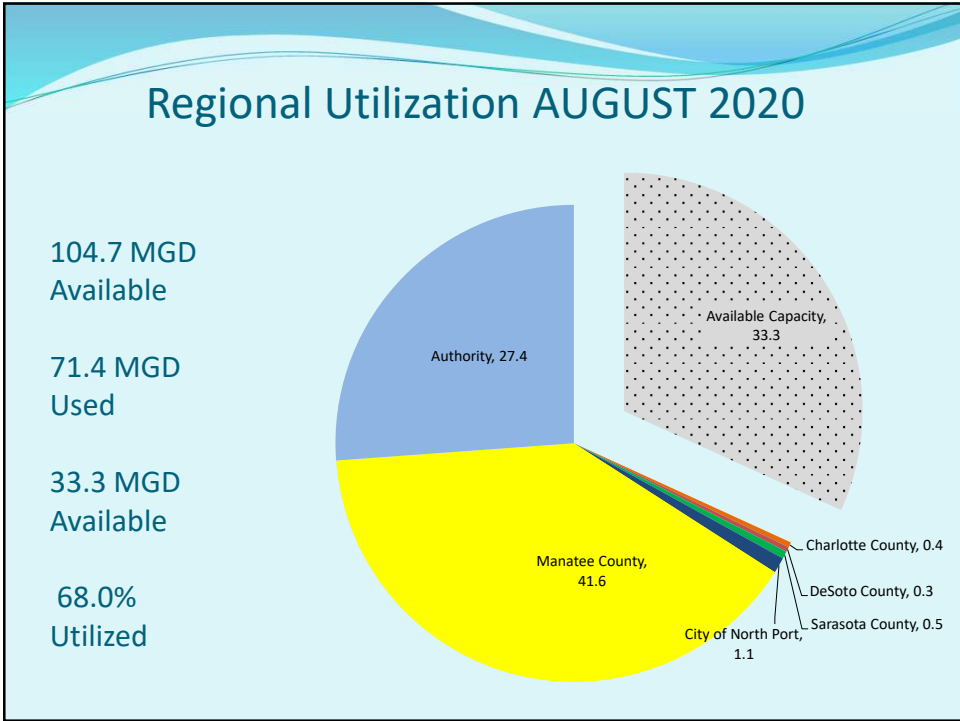
13

Regional Demand

REGIONAL ANNUAL AVERAGE



14



15



16

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
September 30, 2020

REGULAR AGENDA
ITEM 2

Southwest Florida Water Management District
FY 2022 Cooperative Funding Initiative Applications

Recommended Action -

Motion to authorize submittal of FY 2022 Cooperative Funding Initiative Applications to SWFWMD for five regional projects and approve recommended project cooperative funding ranking.

FY 2022 Cooperative Funding Initiative applications for the Southwest Florida Water Management Districts (SWFWMD) are due October 2, 2020. Five (5) Authority projects are proposed for submittal requesting a minimum of 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.

Rank	Project	Estimated Project Cost
1	Peace River Reservoir No. 3 Siting and Feasibility Study	\$1.5 M
2	Peace River Reservoir No. 3 Preliminary Engineering, Mitigation Design and Permitting	\$7.25 M
3	Regional Integrated Loop System Phase 3C Interconnect Routing and Feasibility Study	\$0.6 M
4	Southern Regional Loop (Segments 2B & 2C) Routing and Feasibility Study	\$0.4 M
5	Regional Acquisition of the Project Prairie Pumping Facilities	\$1.3 M

Budget Action: No action needed.

Attachments:

Tab A: Presentation Materials

Tab B: Co-Funding Project Information and Location Map

TAB A
Presentation Material

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT FY 2022 COOPERATIVE FUNDING INITIATIVE APPLICATIONS

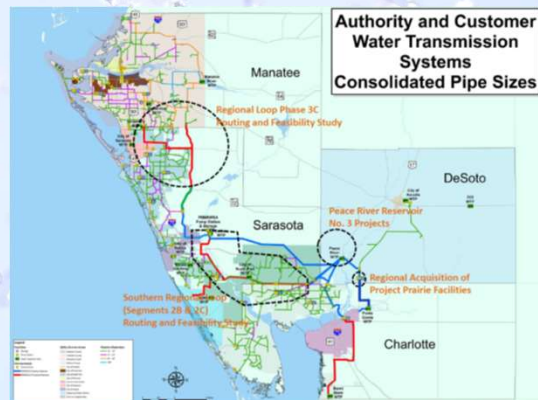
REGULAR ITEM 2

September 30, 2020

1

Proposed Projects for FY 2022 Funding Cycle

- 5 Proposed Projects
 - 2 Reservoir Projects
 - 2 Pipeline Projects
 - 1 Pumping Station Project
- Applications due to SWFWMD 10/02/2020
- SWFWMD Staff Ranks Projects April 2021
- SWFWMD Board Approves Projects June 2021
- SWFWMD Budget Approval September 2021



2

Peace River Reservoir No. 3 Preliminary Engineering, Mitigation Design and Permitting

- \$7.25M Project
- Begin January 2022
- Projected complete December 2023
- Continuation of Siting & Feasibility Work
- Authority Funding TBD



Preliminary Engineering	FY 2022	FY 2023	FY 2024	Total
Authority	\$1,100,000	\$1,300,000	\$1,225,000	\$3,625,000
SWFWMD	\$1,100,000	\$1,300,000	\$1,225,000	\$3,625,000
Total	\$2,200,000	\$2,600,000	\$2,450,000	\$7,250,000

3

Peace River Reservoir No. 3 Siting and Feasibility Study

- ~\$1.5M Project
- Started August 2020
- Projected complete December 2021
- SWFWMD Approved for FY 2021 Funding (\$625,000)
- Authority Funding from Planning Assessment



Siting & Feasibility	FY 2020	FY 2021	FY 2022	Total
Authority	\$250,000	\$375,000	\$249,992	\$874,992
SWFWMD	\$0	\$375,000	\$249,992	\$624,992
Total	\$250,000	\$750,000	\$499,984	\$1,499,984

4

Regional Integrated Loop System Phase 3C Interconnect Routing and Feasibility Study

- \$600,000 Project
- Start January 2021
- Projected complete July 2022
- SWFWMD Approved for Funding (\$300,000)
- Authority Funding from Planning Assessment

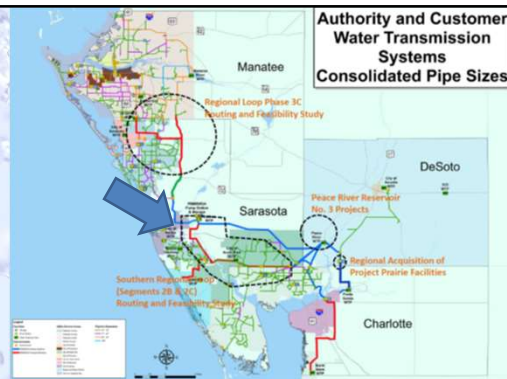


Siting & Feasibility	FY 2021	FY 2022	Total
Authority	\$200,000	\$100,000	\$300,000
SWFWMD	\$200,000	\$100,000	\$300,000
Total	\$400,000	\$200,000	\$600,000

5

Southern Regional Loop (Segments 2B & 2C) Routing and Feasibility Study

- \$400,000 Project
- Start January 2021
- Projected complete April 2022
- SWFWMD Approved for Funding (\$200,000)
- Authority Funding from Planning Assessment



Siting & Feasibility	FY 2021	FY 2022	Total
Authority	\$100,000	\$100,000	\$200,000
SWFWMD	\$150,000	\$50,000	\$200,000
Total	\$250,000	\$150,000	\$400,000

6

Regional Acquisition of Project Prairie Facility

- \$1,275,000 Project
 - \$748,732 Existing Fac.
 - \$526,268 Improvements
- Complete FY 2022
- Acquisition of existing Facilities proposed as part of Phase 1 Interconnect Project
- Strategically Located Facility



7

Regional Acquisition of Project Prairie Facility

- \$1,275,000 Project
 - \$748,732 Existing Fac.
 - \$526,268 Improvements
- 50% SWFWMD Funding Requested
- Authority Funding TBD

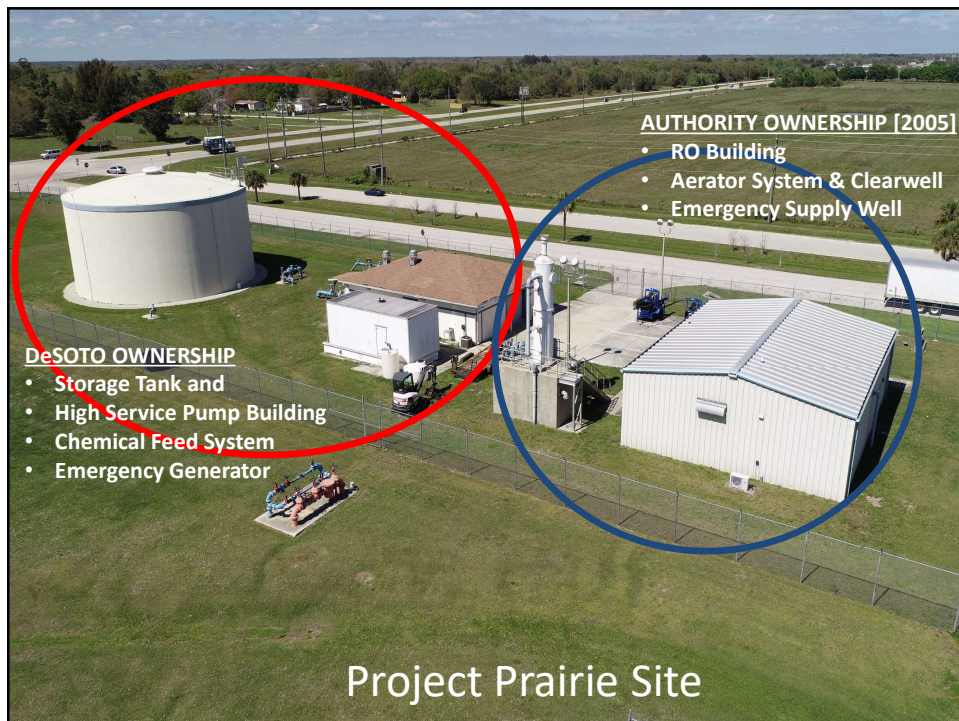


Siting & Feasibility	FY 2022
Authority	\$637,500
SWFWMD	\$637,500
Total	\$1,275,000

8

Motion to authorize submittal of FY 2022
Cooperative Funding Initiative Applications
to SWFWMD for five Regional projects and
approve recommended project cooperative
funding ranking

9



10

Condition Assessment & Valuation

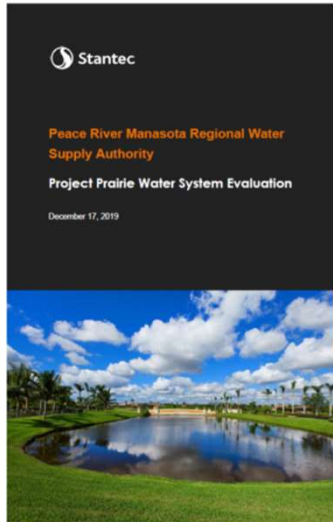


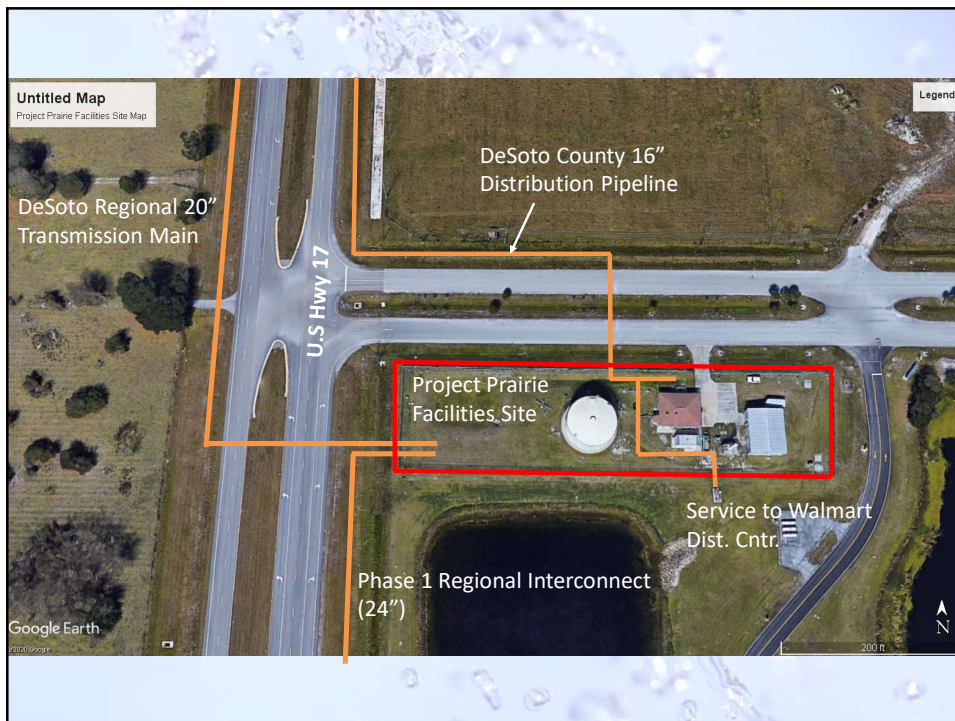
Table 2.2
Valuation of the Remaining Assets at the Project Prairie Water Storage and Booster Pump Station Site (2019)

Description	Allocated Percentage ¹	Adjusted Original Cost (2019) ²	Adjusted Average Service Life (Years) ³	Average Straight Line Depreciation	2019 Cost
Booster Pump Building	40%	\$374,176.53	40	\$9,354.41	\$243,214.74
Pumps	25%	\$253,860.33	20	\$11,893.02	\$70,156.10
Piping/valves	10%	\$1,544.13	40	\$2,338.00	\$60,803.89
Electrical	15%	\$140,316.20	20	\$7,015.81	\$42,094.96
Chemical Rooms	10%	\$93,544.13	20	\$4,677.71	\$28,063.24
New Work (PLC/motors)	100%	\$40,000.00	20	\$2,000.00	\$40,000.00
Emergency Generator	100%	\$224,262.71	20	\$11,214.64	\$67,287.81
Storage Tank	100%	\$349,561.54	40	\$8,739.04	\$227,215.00
Fence	100%	\$25,980.27	20	\$1,299.01	\$7,794.08
SUBTOTAL		\$1,575,275.85			\$786,631.53
				Adjusted cost for VFDs and flowmeters	\$120,000.00
				Recommended System Improvements	\$157,000.00
				TOTAL	\$748,731.53

Notes:

1. Allocated percentage of total Booster Pump Station cost allocated to components of assets installed within the building.
2. ENR CCI multiplier: 1.512415391
3. 1996 NARUC Uniform System of Accounts average service life for specific components

11



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TAB B
Co-Funding Project Information and Location Map

Peace River Reservoir No. 3 Siting and Feasibility Study [Peace River Facility]

Location: Peace River Facility in DeSoto County

Total Cost: \$1,499,984

Component	Estimated Cost
Siting and Feasibility Study	\$1,499,984

Completion time: Siting & Feasibility -17 months (Aug. 2020 – Dec. 2021)

Benefits: This project will evaluate siting and feasibility for a new off-stream reservoir and Peace River water intake structure supporting development of an estimated 12-15 MGD in new alternative regional water supply capacity at the Peace River Facility. Increased use of seasonally available surface water at the Peace River Facility supports the SWUCA recovery through offset of future groundwater withdrawals.

Project Details: The Project was approved by SWFWMD for funding in the FY 2021 co-funding cycle. The feasibility study is a critical step in a comprehensive evaluation of expanded surface water supply development at the Peace River Facility. The study will include evaluation of siting, sizing, design and operational parameters, and mitigation requirements/options for Reservoir No. 3, and a second intake on the Peace River. The study will also refine estimated costs for the proposed new facilities.

The project is supported by the February 2019 Water Use Permit (20010420.010) authorizing increased maximum day withdrawals from the river at the Peace River Facility. The project consultant was selected in May 2020 and Feasibility and Siting Study work was initiated in August and projected to be complete in December 2021. The Project is in the Authority's 5-year Capital Improvements Program.

Funding Details: Contracted cost for the Siting and Feasibility Study is \$1,499,984. Projected funding and expenditures are shown below. Authority funds are available from the Planning Assessment.

Siting & Feasibility Study	FY 2020	FY 2021	FY 2022	Total
Authority	\$250,000	\$375,000	\$249,992	\$874,992
SWFWMD	\$0	\$375,000	\$249,992	\$624,992
Total	\$250,000	\$750,000	\$499,984	\$1,499,984

Peace River Reservoir No. 3 – Preliminary Engineering, Mitigation Design and Permitting [Peace River Facility]

Location: Peace River Facility in DeSoto County

Total Cost: \$7,250,000

Component	Estimated Cost
Preliminary Engineering, Mitigation Design and Permitting	\$7,250,000

Completion time: Preliminary Engineering, Mitigation Design and Permitting – 24 months (Jan. 2022 – Dec. 2023)

Benefits: This portion of the project will follow on the work from the Feasibility and Siting study for the Authority’s proposed new Reservoir No. 3, and increased intake (pumping) capacity on the Peace River. The work facilitates development of an estimated 12-15 MGD in new alternative regional water supply capacity at the Peace River Facility. Increased use of seasonally available surface water at the Peace River Facility supports the SWUCA recovery through offset of future groundwater withdrawals.

Project Details: Work will include Preliminary Engineering (30% design), mitigation design and permitting for the new off-stream reservoir (Reservoir No. 3), the pumping facilities on the river, connecting pipelines and operational plans. Work will include a significant effort in testing (geotechnical etc.) to support design efforts. The Feasibility and Siting Study – which is the first phase of the overall project was approved by SWFWMD for funding in the FY 2021 co-funding cycle.

The project is supported by the February 2019 Water Use Permit (20010420.010) authorizing increased maximum day withdrawals from river at the Peace River Facility. Project consultant was selected in May 2020 and Feasibility and Siting Study work was initiated in August and projected to be complete in December 2021. The Project is in the Authority’s 5-year Capital Improvements Program.

Funding Details: The Feasibility and Siting Study (\$1,499,984) which is the first phase of the overall project was approved by SWFWMD for funding (\$625,000) in the FY 2021 co-funding cycle. Estimated cost for the Preliminary engineering, Mitigation Design and Permitting phase of the project is \$7,250,000. Projected funding and expenditures are shown below. Authority options for funding are to be determined. Proposed cost allocations are shown in the table below.

Preliminary Engineering, Mitigation Design and Permitting	FY 2022	FY 2023	FY 2024	Total
Authority	\$1,100,000	\$1,300,000	\$1,225,000	\$3,625,000
SWFWMD	\$1,100,000	\$1,300,000	\$1,225,000	\$3,625,000
Total	\$2,200,000	\$2,600,000	\$2,450,000	\$7,250,000

Regional Integrated Loop System Phase 3C Interconnect Routing and Feasibility Study [SR 72 to Manatee County]

Location: Sarasota County

Total Cost: \$600,000

Component	Estimated Cost
Routing and Feasibility Study	\$600,000

Completion time: 18 months (Jan. 2021 – Jul. 2022)

Benefits: This project will evaluate routing and feasibility for the Regional Transmission System interconnection with Manatee County. Phase 3C will interconnect the two largest water supplies in the region improving system reliability, rotational supply options and resource sharing. This is an alternative water supply project which supports SWUCA recovery through conjunctive use of surface and groundwater sources based on management and rotation of supply resources.

Project Details: The Project was approved by SWFWMD for funding beginning in the FY 2021 co-funding cycle. The routing and feasibility study is a critical step in evaluating the route options and infrastructure requirements that will enable regional connection with the Manatee County water system. This project is a component of the Authority’s regional integrated loop system and is referred to as Phase 3C in the Authority’s 5-year CIP/ 20-year CNA. This project will include evaluation of pipeline routes, sizing, new pumping/trim facility needs (and locations) and modifications to existing county and regional facilities needed to support this critical system interconnectivity project. The study will also refine estimated costs for proposed new facilities (pipeline and pumping/storage). The individual project(s) are in the Authority’s 5-year CIP and 20-year CNA. Routing and Feasibility study consultant selection is on the September 30, 2020 Board agenda and work is expected to begin early CY 2021 and be completed within 18 months.

Funding Details: Estimated total cost for the Feasibility and Routing Study is \$600,000. Projected funding and expenditures are shown below. Authority funds are available from the Planning Assessment

Feasibility and Routing Study	FY 2021	FY 2022	Total
Authority	\$200,000	\$100,000	\$300,000
SWFWMD	\$200,000	\$100,000	\$300,000
Total	\$400,000	\$200,000	\$600,000

Southern Regional Loop (Segments 2B & 2C) Routing and Feasibility Study [Serris Blvd to Carlton WTP]

Location: Charlotte & Sarasota Counties

Total Cost: \$400,000

Component	Estimated Cost
Routing and Feasibility Study	\$400,000

Completion time: 15 months (Jan. 2021 – Apr. 2022)

Benefits: This project will evaluate routing and feasibility for the Authority’s southern regional pipeline loop from Serris Boulevard in Charlotte County to the Carlton Water Treatment Facility in Sarasota County. This is an alternative water supply project supporting regional and local water system reliability, resource sharing, and SWUCA recovery through conjunctive use of surface and groundwater sources based on management and rotation of supply resources.

Project Details: The Project was approved by SWFWMD for funding beginning in the FY 2021 co-funding cycle. The routing and feasibility study is a critical step in evaluating the route options and infrastructure requirements that will enable installation of the southern loop between the Authority regional transmission system at Serris Boulevard in Charlotte County and the Carlton Water Treatment Facility in Sarasota County. These regional interconnect segments are referred to as Phase 2B and Phase 2C in the Authority’s CIP/CNA. This Project will include evaluation of pipeline routing, sizing, new pumping/trim facility needs and required modifications to existing facilities (if any) to support this system interconnectivity project. The study will also refine estimated costs for proposed new facilities (pipeline and pumping/storage). The project is a component of the Authority’s regional integrated loop system. Routing and Feasibility study consultant selection

is on the September 30, 2020 Board agenda. The individual project(s) are in the Authority's 5-year CIP and 20-year CNA.

Funding Details: Estimated total cost for the Feasibility and Routing Study is \$400,000. Projected funding and expenditures are shown below. Authority funds are available from the Planning Assessment

Feasibility and Routing Study	FY 2021	FY 2022	Total
Authority	\$100,000	\$100,000	\$200,000
SWFWMD	\$100,000	\$100,000	\$200,000
Total	\$200,000	\$200,000	\$400,000

Regional Acquisition of Project Prairie Facilities

Location: DeSoto County

Total Cost: \$1,275,000

Component	Estimated Cost
Purchase of Project Prairie Facility from DeSoto County	\$748,732
Engineering and Improvements that Support Regional Benefits from the Facility	\$526,268

Completion time: FY 2022

Benefits: The Project Prairie Facility is located in DeSoto County on U.S. 17 near the Charlotte/DeSoto County line. The Authority already owns some existing facilities at the site including a production well, metal storage building, aeration tower and clear-well. DeSoto County owns a 500,000-gallon finished water storage tank, 5 MGD booster pumping station and chemical feed system, yard piping and a 400-kilowatt emergency generator on site which are proposed for acquisition by the Authority for regional benefit. These facilities are strategically located to support current and future regional operations, serving as a hub for deliveries from existing and future supplies between the City of Punta Gorda, DeSoto County and the Regional System.

Project Details: Regional acquisition of the Project Prairie pumping station was proposed in early 2020 to support improved control and delivery capacity on the eastern side of the Authority's transmission system while continuing delivery service at this location to DeSoto County. The facilities are located in DeSoto County on U.S. 17 near the Charlotte/DeSoto County line where the Authority's DeSoto 20-inch Regional

Transmission Main and recently completed Phase 1 Regional Interconnect join. Results of a December 2019 condition assessment valued the existing DeSoto County owned components at the Project Prairie facility at \$748,732, and the County is interested in selling the pumping station to the Authority for that price. A proposal to use remaining funds from the Phase 1 Regional Interconnect SWFWMD co-funding agreement for regional purchase of the Project Prairie Facilities was not successful, however the SWFWMD Board did voice support for the acquisition as a stand-alone project in FY 2022. In addition to acquisition costs, an estimated additional \$526,268 is required to restore current facilities and install piping and metering to allow boosting flows and chemical treatment in the regional system at this location.

Funding Details:

Project cost of \$1,275,000 is based on a December 2019 condition assessment for the site which detailed current value (\$748,732) and expected improvement (\$157,900) costs of the facilities. Separately estimates were made for engineering and construction costs for new piping and a regional meter assembly (\$368,369) required to enable boosting flow and chemical addition in the regional system from this site. Projected funding and expenditures are shown below. Authority funding is proposed from the System-Wide Benefits CIP.

Regional Acquisition of the Project Prairie Facilities	FY 2022
Authority	\$637,500
SWFWMD	\$637,500
Total	\$1,275,000

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
September 30, 2020

REGULAR AGENDA
ITEM 3

Bond Series 2010A, 2010B and 2014A Refunding

Presenter

Ann Lee, Finance/Administration Manager
Alex Bugallo, Hilltop Securities, Inc.
Tom Giblin, Nabors Giblin & Nickerson

Recommended Action -

Motion to approve Resolution 2020-06 “A Resolution of the Board of Directors of the Peace River/Manasota Regional Water Supply Supplementing a Resolution Entitled “A Resolution of the Board of Directors of the Peace River/Manasota Regional Water Supply Authority, Authorizing the Issuance of Not Exceeding \$95,000,000 in Aggregate Principal Amount of Utility System Revenue Bonds, Series 2005A and Not Exceeding \$45,000,000 in Aggregate Principal amount of Utility System Refunding Revenue Bonds, Series 2005B to Finance the Cost of Making Improvements to the System and to Refinance Certain Indebtedness of the Authority; Pledging the Net Revenues Derived From or Resulting From the Operation of Such System to Secure Payment of the Principal of and Interest on Said Bonds; Providing for the Rights of the Holders of Said Bonds; and Providing for an Effective Date for This Resolution;” Authorizing the Refunding of all or a Portion of the Utility System Revenue Bonds, Series 2010A, the Utility System Revenue Bonds, Series 2010B (Federally Taxable Build America Bonds-Direct Subsidy), and the Utility System Refunding Revenue Bonds, Series 2014A; Authorizing the Issuance of its Peace River/Manasota Regional Water Supply Authority Utility System Refunding Revenue Bond, Series 2020 in an Aggregate Principal Amount Not to Exceed \$60,000,000 in Order to Effect Such Refunding; Authorizing a Negotiated Sale of Said Bond and the Award of Said Bond; Delegating Certain Authority to the Executive Director for the Authorization, Execution and Delivery of a Bond Purchase Contract with Respect Thereto and the Approval of the Terms and Details of Said Bonds; Establishing a Book-Entry System of Registration for the Bonds; Appointing the Paying Agent and Registrar for Said Bond; Authorizing the Distribution of a Preliminary Official Statement and the Execution and Delivery of an Official Statement with Respect Thereto; Authorizing Execution and Delivery of One or More Escrow Deposit Agreements and Appointing an Escrow Agent Thereto; Authorizing the Execution and Delivery of a Continuing Disclosure Certificate; and Providing an Effective Date.”

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
September 30, 2020***

The Authority's Financial Advisor, Alex Bugallo and Bond Counsel, Tom Giblin have prepared and will present the documents for refunding the Bond Series 2010A, 2010B and 2014A for Board approval.

Attachments:

Tab A Resolution 2020-06

Tab B Presentation (September 2, 2020)

Tab C Bond Series 2020 Debt Service Savings (September 2, 2020)

TAB A
Resolution 2020-06

RESOLUTION NO. 2020-06

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY SUPPLEMENTING A RESOLUTION ENTITLED "A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY, AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$95,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF UTILITY SYSTEM REVENUE BONDS, SERIES 2005A AND NOT EXCEEDING \$45,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF UTILITY SYSTEM REFUNDING REVENUE BONDS, SERIES 2005B TO FINANCE THE COST OF MAKING IMPROVEMENTS TO THE SYSTEM AND TO REFINANCE CERTAIN INDEBTEDNESS OF THE AUTHORITY; PLEDGING THE NET REVENUES DERIVED FROM OR RESULTING FROM THE OPERATION OF SUCH SYSTEM TO SECURE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SAID BONDS; AND PROVIDING FOR AN EFFECTIVE DATE FOR THIS RESOLUTION;" AUTHORIZING THE REFUNDING OF ALL OR A PORTION OF THE UTILITY SYSTEM REVENUE BONDS, SERIES 2010A, THE UTILITY SYSTEM REVENUE BONDS, SERIES 2010B (FEDERALLY TAXABLE BUILD AMERICA BONDS-DIRECT SUBSIDY), AND THE UTILITY SYSTEM REFUNDING REVENUE BOND, SERIES 2014A; AUTHORIZING THE ISSUANCE OF ITS PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY UTILITY SYSTEM REFUNDING REVENUE BONDS, SERIES 2020 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$60,000,000 IN ORDER TO EFFECT SUCH REFUNDING; AUTHORIZING A NEGOTIATED SALE OF SAID BONDS; DELEGATING CERTAIN AUTHORITY TO THE EXECUTIVE DIRECTOR FOR THE AUTHORIZATION, EXECUTION AND DELIVERY OF A BOND PURCHASE CONTRACT WITH RESPECT THERETO AND THE APPROVAL OF THE TERMS AND DETAILS OF SAID BONDS;

ESTABLISHING A BOOK-ENTRY SYSTEM OF REGISTRATION FOR THE BONDS; APPOINTING THE PAYING AGENT AND REGISTRAR FOR SAID BONDS; AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT WITH RESPECT THERETO; AUTHORIZING EXECUTION AND DELIVERY OF ONE OR MORE ESCROW DEPOSIT AGREEMENTS AND APPOINTING AN ESCROW AGENT THERETO; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE CERTIFICATE; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY:

SECTION 1. FINDINGS. It is hereby found and determined that:

(A) On December 7, 2005, the Board of Directors (the "Governing Body") of Peace River/Manasota Regional Water Supply Authority (the "Issuer") duly adopted a resolution (as amended and supplemented, the "Resolution"), the title of which Resolution is quoted in the title of this Supplemental Resolution, for the purposes described therein, authorizing, among other things, the issuance by the Issuer of \$95,000,000 Peace River/Manasota Regional Water Supply Authority Utility System Revenue Bonds, Series 2005A (the "Series 2005A Bonds") and not exceeding \$45,000,000 Peace River/Manasota Regional Water Supply Authority Utility System Refunding Revenue Bonds, Series 2005B (the "Series 2005B Bonds" and collectively with the Series 2005A Bonds, the "Series 2005 Bonds"). The Series 2005 Bonds were issued for the purposes described in the Resolution, including the refunding of certain outstanding obligations of the Issuer and making improvements to the System.

(B) On November 2, 2010, the Issuer issued its \$13,140,000 Peace River/Manasota Regional Water Supply Authority Utility System Revenue Bonds, Series 2010A (the "Series 2010A Bonds") and its \$29,555,000 Peace River/Manasota Regional Water Supply Authority Utility System Revenue Bonds, Series 2010B (Federally Taxable Build America Bonds – Direct Subsidy) (the "Series 2010B Bonds," and collectively with the Series 2010A Bonds, the "Series 2010 Bonds") for the purposes of refinancing certain indebtedness and financing various capital improvements.

(C) On October 6, 2014, the Issuer refinanced a portion of the Series 2005A Bonds through the issuance of its \$27,390,000 Peace River/Manasota Regional Water

Authority Utility System Refunding Revenue Bond, Series 2014A (the "Series 2014A Bond").

(D) On December 29, 2014, the Issuer refinanced a portion of the Series 2005B Bonds through the issuance of its \$56,065,000 Peace River/Manasota Regional Water Supply Authority Utility System Refunding Revenue Bonds, Series 2014B (the "Series 2014B Bonds").

(E) On July 7, 2015, the Issuer refinanced all of the Series 2005 Bonds that were Outstanding through the issuance of its Peace River/Manasota Regional Water Supply Authority Utility System Refunding Revenue Bonds, Series 2015 (the "Series 2015 Bonds"). The Series 2010 Bonds, the Series 2014A Bond, the Series 2014B Bonds and the Series 2015 Bonds are collectively referred to herein as the "Outstanding Parity Obligations".

(F) On the date hereof, the Issuer authorized the issuance of not to exceed \$60,000,000 aggregate principal amount of its Peace River/Manasota Regional Water Supply Authority Utility System Refunding Revenue Bonds, Series 2020 (the "Series 2020 Bonds") in order to refinance all or a portion of the Series 2010A Bonds, the Series 2010B Bonds and the Series 2014A Bond (collectively, the "Refunded Bonds").

(G) The Issuer has determined that it is in its best interest to refinance all or a portion of the Refunded Bonds, inasmuch as such refinancing will achieve substantial debt service savings.

(H) The Issuer deems it to be in its best interest to issue its Peace River/Manasota Regional Water Supply Authority Utility System Refunding Revenue Bonds, Series 2020 (the "Series 2020 Bonds") in the aggregate principal amount of not exceeding \$60,000,000 for the principal purposes of refunding the Refunded Bonds and paying the costs of issuance associated with the Series 2020 Bonds. The Series 2020 Bonds shall be issued on parity in all respects with the Outstanding Parity Obligations which are not refunded with proceeds of the Series 2020 Bonds.

(I) Raymond James & Associates, Inc., PNC Capital Markets LLC and UMB Bank, N.A. (the "Underwriters") have indicated that they are willing to enter into the hereinafter defined Purchase Contract with the Issuer to purchase the Series 2020 Bonds.

(J) All the covenants, pledges and conditions in the Resolution shall be applicable to the Series 2020 Bonds and said Series 2020 Bonds shall be on a parity with and shall rank equally as to lien on and source and security for payment from the Pledged Funds with the Outstanding Parity Obligations which are not refunded with proceeds of the Series 2020 Bonds and any Additional Bonds that subsequently are issued pursuant to the Resolution, and shall constitute "Bonds" within the meaning of the Resolution.

(K) The principal of and interest on the Series 2020 Bonds and all required sinking fund, reserve account and other payments shall be limited obligations of the Issuer, payable from the Pledged Funds to the extent and in the manner provided in the Resolution. The Series 2020 Bonds shall not constitute a general obligation, or a pledge of the faith, credit or taxing power, if any, of the Issuer, any of the Member Governments, the State of Florida, or any political subdivision thereof, within the meaning of any constitutional or statutory provisions. None of the Issuer, the Member Governments, the State of Florida, nor any political subdivision thereof, shall be obligated (1) to exercise its ad valorem taxing power, if any, in any form on any real or personal property of or in the geographic boundaries of the Issuer or otherwise to pay the principal of the Series 2020 Bonds, the interest thereon, or other costs incidental thereto, or (2) to pay the same from any other funds of the Issuer, except the Pledged Funds to the extent and in the manner provided in the Resolution.

(L) There is hereby authorized the payment and refunding of the Refunded Bonds in order to achieve debt service savings, all in the manner as provided by this Supplemental Resolution. For the payment and refunding of said Refunded Bonds, the Issuer may, as provided herein, deposit part of the proceeds derived from the sale of its Series 2020 Bonds, together with other legally available moneys of the Issuer, in one or more escrow deposit trust funds (collectively, the "Escrow Fund"), which moneys shall be held as cash, which shall be sufficient to pay the Refunded Bonds as the same become due and payable or are redeemed prior to maturity, all as provided herein and in one or more Escrow Deposit Agreements, dated as of the date of delivery of the Series 2020 Bonds (collectively, the "Escrow Deposit Agreement"), between the Issuer and The Bank of New York Mellon Trust Company, N.A. Subsequent to the defeasance of the Refunded Bonds, the Refunded Bonds shall no longer be payable from or be secured by any portion of the Pledged Funds.

(M) Due to the potential volatility of the market for obligations such as the Series 2020 Bonds and the complexity of the transactions relating to such Series 2020 Bonds, it is in the best interest of the Issuer to sell the Series 2020 Bonds by a negotiated sale, allowing the Issuer to enter the market at the most advantageous time, rather than at a specified advertised date, thereby permitting the Issuer to obtain the best possible price and interest rate for the Series 2020 Bonds.

(N) Inasmuch as the Issuer desires to sell the Series 2020 Bonds at the most advantageous time and not wait for a scheduled Governing Body meeting, so long as the herein described parameters are met, the Issuer hereby determines to delegate the award and sale of the Series 2020 Bonds to the Executive Director within such parameters.

(O) The Resolution provides for the issuance of the Series 2020 Bonds and that the Series 2020 Bonds shall mature on such dates and in such amounts, shall bear such rates of interest, shall be payable in such places and shall be subject to such redemption

provisions as shall be determined by Supplemental Resolution adopted by the Issuer; and it is now appropriate that the Issuer set forth the parameters and mechanism to determine such terms and details.

(P) The Issuer is current in all deposits into the various accounts and subaccounts established by the Resolution and all payments heretofore required to have been deposited or made by the Issuer under the provisions of the Resolution have been made and the Issuer is in compliance with the covenants and agreements of the Resolution.

SECTION 2. DEFINITIONS. When used in this Supplemental Resolution, the terms defined in the Resolution shall have the meanings therein stated, except as such definitions may be hereinafter amended or defined.

SECTION 3. AUTHORITY FOR THIS SUPPLEMENTAL RESOLUTION. This Supplemental Resolution is adopted pursuant to the provisions of the Act and the Resolution.

SECTION 4. AUTHORIZATION OF THE REFUNDING OF THE REFUNDED BONDS. The Issuer hereby authorizes the refunding of the Refunded Bonds.

SECTION 5. DESCRIPTION OF THE SERIES 2020 BONDS. The Issuer hereby authorizes the issuance of a Series of Bonds to be known as the "Peace River/Manasota Regional Water Supply Authority Utility System Refunding Revenue Bonds, Series 2020" (or such other designation as shall be determined by the Executive Director) for the principal purposes of refunding the Refunded Bonds and paying the costs of issuance associated with the Series 2020 Bonds.

The Series 2020 Bonds shall be dated as of their date of delivery or such other date as the Executive Director may determine, shall be issued in the form of fully registered Bonds in the denomination of \$5,000 or any integral multiple thereof, shall be numbered consecutively from one upward in order of maturity preceded by the letter "R," shall bear interest from the dated date determined therefor, payable semi-annually on October 1 and April 1 of each year (the "Interest Dates"), commencing on April 1, 2021, or such other date or dates determined by the Executive Director. The principal amount of the Series 2020 Bonds shall be determined by the Executive Director upon advice from the Issuer's Financial Advisor, provided the principal amount of the Series 2020 Bonds does not exceed \$60,000,000.

Interest on the Series 2020 Bonds shall be payable by check or draft of the Paying Agent made payable and mailed to the Holder in whose name such Bond shall be registered at the close of business on the date which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Date, or, at the request

and expense of such Holder, by bank wire transfer to the account of such Holder. Principal of the Series 2020 Bonds is payable to the Holder upon presentation, when due, at the designated corporate trust office of the Paying Agent. The principal of or Redemption Price, if applicable, and interest on the Series 2020 Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest on the Series 2020 Bonds shall be computed on the basis of a 360-day year of twelve 30-day months.

The Series 2020 Bonds shall bear interest at such rates and yields, shall mature on October 1 (or such other date as shall be determined by the Executive Director) of each of the years and in the principal amounts corresponding to such years, and shall have such redemption provisions as determined by the Executive Director, subject to the conditions set forth in Sections 5, 6 and 7 hereof. All of the terms of the Series 2020 Bonds will be included in a bond purchase contract which shall be in substantially the form attached hereto and made a part hereof as Exhibit A (the "Purchase Contract"). The Executive Director is hereby authorized to execute the Purchase Contract in substantially the form attached hereto as Exhibit A with such modifications as he deems appropriate upon satisfaction of the conditions described in Section 6 hereof.

SECTION 6. CONDITIONS TO EXECUTION OF PURCHASE CONTRACT. The Purchase Contract shall not be executed by the Executive Director until such time as all of the following conditions have been satisfied:

(A) Receipt by the Executive Director of a written offer to purchase the Series 2020 Bonds by the Underwriters substantially in the form of the Purchase Contract attached hereto as Exhibit A, said offer to provide for or demonstrate, among other things, (i) not exceeding \$60,000,000 aggregate principal amount of Series 2020 Bonds, (ii) an underwriting discount (including management fee and expenses) not in excess of 0.35% of the par amount of the Series 2020 Bonds, (iii) a true interest cost of the Series 2020 Bonds of not more than 3.50%, as determined by the Issuer's Financial Advisor, (iv) net present value savings of not less than 5.00% of the par amount of the Refunded Bonds, as determined by the Issuer's Financial Advisor, and (v) the maturities of the Series 2020 Bonds, with the final maturity being not later than October 1, 2040.

(B) With respect to any redemption terms for the Series 2020 Bonds, the first call date may be no later than October 1, 2030 and no call premium may exceed 0.0% of the par amount of that portion of the Series 2020 Bonds to be redeemed. Term Bonds may be established with such Sinking Fund Installments as the Executive Director deems appropriate, upon advice of the Issuer's Financial Advisor.

(C) Receipt by the Executive Director of a disclosure statement and a truth-in-bonding statement of the Underwriters dated the date of the Purchase Contract and complying with Section 218.385, Florida Statutes.

(D) A determination by the Executive Director as to which Series 2010A Bonds, Series 2010B Bonds and the Series 2014A Bond shall constitute Refunded Bonds. Such determination shall be based upon advice of the Issuer's Financial Advisor as to what is financially advantageous to the Issuer. The Purchase Contract shall describe which of the Series 2010A Bonds, Series 2010B Bonds and the Series 2014A Bond shall be Refunded Bonds. The Executive Director shall also determine which Refunded Bonds shall be payable upon issuance of the Series 2020 Bonds and which Refunded Bonds shall be payable from an Escrow Fund established pursuant to an Escrow Deposit Agreement.

Upon satisfaction of all the requirements set forth in this Section 6, the Executive Director is authorized to execute and deliver the Purchase Contract containing terms complying with the provisions of this Section 6. The Executive Director may rely upon advice of the Issuer's Financial Advisor or Bond Counsel as to satisfaction of the provisions of this Section 6.

SECTION 7. REDEMPTION PROVISIONS FOR SERIES 2020 BONDS. The Series 2020 Bonds may be redeemed prior to their respective maturities from any moneys legally available therefor upon the notice and conditions provided in the Resolution and upon the terms and provisions as determined by the Executive Director subject to the conditions contained herein and as set forth in the Purchase Contract.

Notwithstanding anything in the Resolution to the contrary, in the case of an optional redemption of any Series 2020 Bonds, the notice of redemption may state that (1) it is conditioned upon the deposit of moneys with the Paying Agent or with an escrow agent under an escrow deposit agreement, in amounts necessary to effect the redemption, no later than the redemption date or (2) the Issuer retains the right to rescind such notice on or prior to the scheduled redemption date (in either case, a "Conditional Redemption"), and such notice and redemption shall be of no effect if such moneys are not so deposited or if the notice is rescinded. Any such notice of Conditional Redemption shall be captioned "Conditional Notice of Redemption." Any Conditional Redemption may be rescinded at any time prior to the redemption date if the Issuer delivers a written direction to the Registrar directing the Registrar to rescind the redemption notice. The Registrar shall give prompt notice of such rescission to the affected Bondholders. Any Series 2020 Bonds subject to Conditional Redemption where redemption has been rescinded shall remain Outstanding, and neither the rescission nor the failure by the Issuer to make such funds available shall constitute an Event of Default under the Resolution. The Issuer shall give notice to DTC and the affected Bondholders that the redemption did not occur and that the Series 2020 Bonds called for redemption and not so paid remain Outstanding under the Resolution.

SECTION 8. FULL BOOK-ENTRY. Notwithstanding the provisions set forth in Section 2.08 of the Resolution, the Series 2020 Bonds shall be initially issued in the form of a separate single certificated fully registered Bond for each of the maturities of the Series 2020 Bonds. Upon initial issuance, the ownership of such Bond shall be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). As long as the Series 2020 Bonds are registered in the name of Cede & Co., the Outstanding Series 2020 Bonds shall be registered in the registration books kept by the Registrar in the name of Cede & Co., all payments of principal on the Series 2020 Bonds shall be made by the Paying Agent by check or draft or by bank wire transfer to Cede & Co., as Holder of the Series 2020 Bonds, upon presentation of the Series 2020 Bonds to be paid, to the Paying Agent.

With respect to Series 2020 Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the Issuer, the Registrar and the Paying Agent shall have no responsibility or obligation to any direct or indirect participant in the DTC book-entry program (the "Participants"). Without limiting the immediately preceding sentence, the Issuer, the Registrar and the Paying Agent shall have no responsibility or obligation with respect to (A) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest on the Series 2020 Bonds, (B) the delivery to any Participant or any other Person other than a Bondholder, as shown in the registration books kept by the Registrar, of any notice with respect to the Series 2020 Bonds, including any notice of redemption, or (C) the payment to any Participant or any other Person, other than a Bondholder, as shown in the registration books kept by the Registrar, of any amount with respect to principal of or Redemption Price, if applicable, or interest on the Series 2020 Bonds. The Issuer, the Registrar and the Paying Agent may treat and consider the Person in whose name each Series 2020 Bonds are registered in the registration books kept by the Registrar as the Holder and absolute owner of such Bonds for the purpose of payment of principal or Redemption Price, if applicable, and interest with respect to such Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bonds, for the purpose of registering transfers with respect to such Bonds, and for all other purposes whatsoever. The Paying Agent shall pay all principal of or Redemption Price, if applicable, and interest on the Series 2020 Bonds only to or upon the order of the respective Holders, as shown in the registration books kept by the Registrar, or their respective attorneys duly authorized in writing, as provided herein and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of or Redemption Price, if applicable, and interest on the Series 2020 Bonds to the extent of the sum or sums so paid. No Person other than a Holder, as shown in the registration books kept by the Registrar, shall receive a certificated Bond evidencing the obligation of the Issuer to make payments of principal or Redemption Price, if applicable, and interest pursuant to the provisions of the Resolution. Upon delivery by DTC to the Issuer of written notice to the effect that DTC

has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in the Resolution with respect to transfers during the 15 days next preceding an Interest Date or first mailing of notice of redemption, the words "Cede & Co." in this Supplemental Resolution shall refer to such new nominee of DTC; and upon receipt of such notice, the Issuer shall promptly deliver a copy of the same to the Registrar and the Paying Agent.

Upon (A) receipt by the Issuer of written notice from DTC (i) to the effect that a continuation of the requirement that all of the outstanding Series 2020 Bonds be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, is not in the best interest of the beneficial owners of the Series 2020 Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, or (B) determination by the Issuer that such book-entry only system is burdensome or undesirable to the Issuer and compliance with any applicable DTC rules and procedures, the Series 2020 Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names Holders shall designate, in accordance with the provisions of the Resolution. In such event, the Issuer shall issue and the Registrar shall authenticate, transfer and exchange the Series 2020 Bonds of like principal amount, Series and maturity, in denominations of \$5,000 or any integral multiple thereof to the Holders thereof. The foregoing notwithstanding, until such time as participation in the book-entry only system is discontinued, the provisions set forth in the Blanket Issuer Letter of Representations previously executed by the Issuer and delivered to DTC shall apply to the payment of principal of, premium, if any, and interest on the Series 2020 Bonds.

SECTION 9. APPLICATION OF SERIES 2020 BONDS PROCEEDS.

The proceeds derived from the sale of the Series 2020 Bonds shall, simultaneously with the delivery of the Series 2020 Bonds to the Underwriters, be applied by the Issuer as follows:

(A) A sufficient amount of Series 2020 Bond proceeds, together with other legally available moneys of the Issuer, shall be (1) paid to the paying agent or Holders of the Refunded Bonds in the amount sufficient to pay the principal of and interest on such Refunded Bonds to the date of maturity or redemption thereof, or (2) deposited irrevocably in trust in an Escrow Fund established under the terms and provisions of the related Escrow Deposit Agreement, which moneys shall be held as cash and shall be sufficient to pay the principal of and interest on the Refunded Bonds as the same mature and become due and payable or are redeemed prior to maturity in accordance with the terms of such Escrow Deposit Agreement. Moneys in any Escrow Fund may be invested in Refunding Securities provided the Issuer receives a verification report that such

investments shall mature at such times and in such amounts as shall be sufficient, together with any interest earnings and any cash deposit, to pay the principal of and interest on the Refunded Bonds as the same mature or are redeemed prior to maturity in accordance with the terms of the related Escrow Deposit Agreement.

(B) To the extent required by Section 16 hereof, an amount of proceeds of the Series 2020 Bonds, if any, shall be deposited into the Series 2020 Subaccount of the Reserve Account such that the moneys therein, shall equal the 2020 Reserve Account Requirement (as defined herein).

(C) A sufficient amount of the Series 2020 Bonds proceeds shall be applied to the payment of costs and expenses relating to the issuance of the Series 2020 Bonds.

SECTION 10. TRANSFER OF CERTAIN MONEYS. The Refunded Bonds will be refunded from proceeds of the Series 2020 Bonds and from other legally available funds of the Issuer. Any excess moneys on deposit in the Sinking Fund established for the benefit of the Refunded Bonds pursuant to the Resolution and not required to remain on deposit therein may be transferred to an Escrow Fund or to the paying agent or Holders of the Refunded Bonds.

SECTION 11. PRELIMINARY OFFICIAL STATEMENT. The Issuer hereby authorizes the distribution and use of the Preliminary Official Statement in substantially the form attached hereto as Exhibit B in connection with the offering of the Series 2020 Bonds for sale. If between the date hereof and the mailing of the Preliminary Official Statement, it is necessary to make insertions, modifications or changes in the Preliminary Official Statement, the Executive Director is hereby authorized to approve such insertions, changes and modifications. The Executive Director is hereby authorized to deem the Preliminary Official Statement "final" within the meaning of Rule 15c2-12(b)(1) under the Securities Exchange Act of 1934 in the form as mailed. Execution of a certificate by the Executive Director deeming the Preliminary Official Statement "final" as described above shall be conclusive evidence of the approval of any insertions, changes or modifications.

SECTION 12. OFFICIAL STATEMENT. The form, terms and provisions of the Official Statement relating to the Series 2020 Bonds shall be substantially as set forth in the Preliminary Official Statement. The Chairman and the Executive Director are hereby authorized and directed to execute and deliver said Official Statement in the name and on behalf of the Issuer, and thereupon to cause such Official Statement to be delivered to the Underwriters with such changes, amendments, modifications, omissions and additions as may be approved by the Chairman and the Executive Director. Said Official Statement, including any such changes, amendments, modifications, omissions and additions as approved by the Chairman and the Executive Director and the information contained therein are hereby authorized to be used in connection with the

sale of the Series 2020 Bonds to the public. Execution by the Chairman and the Executive Director of the Official Statement shall be deemed to be conclusive evidence of approval of such changes.

SECTION 13. APPOINTMENT OF PAYING AGENT AND REGISTRAR. Subject in all respects to the satisfaction of the conditions set forth in Section 6 hereof, The Bank of New York Mellon Trust Company, N.A, Jacksonville, Florida is hereby designated the Registrar and Paying Agent for the Series 2020 Bonds. The Chairman and the Executive Director are hereby authorized to enter into any agreement which may be necessary to effect the transactions contemplated by this Section 13 and by the Resolution.

SECTION 14. AUTHORIZATION TO EXECUTE ESCROW DEPOSIT AGREEMENT. Subject in all respects to the satisfaction of the conditions set forth in Section 6 hereof, the Issuer hereby authorizes and directs the Chairman and the Executive Director to execute one or more Escrow Deposit Agreements and to deliver the Escrow Deposit Agreement to The Bank of New York Mellon Trust Company, N.A, Jacksonville, Florida, which is hereby appointed as Escrow Agent. Each Escrow Deposit Agreement shall be in substantially the form of the Escrow Deposit Agreement attached hereto as Exhibit C with such changes, amendments, modifications, omissions and additions, including the date of such Escrow Deposit Agreement, as may be approved by said Chairman and Executive Director. Execution by the Chairman and the Executive Director of each Escrow Deposit Agreement shall be deemed to be conclusive evidence of approval of such changes. In the event the Issuer determines to invest moneys in an Escrow Fund in Refunding Securities, the form of the related Escrow Deposit Agreement shall reflect such investment.

SECTION 15. SECONDARY MARKET DISCLOSURE. Subject in all respects to the satisfaction of the conditions set forth in Section 6 hereof, the Issuer hereby covenants and agrees that, in order to provide for compliance by the Issuer with the secondary market disclosure requirements of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate to be executed by the Issuer and dated the date of delivery of the Series 2020 Bonds, as it may be amended from time to time in accordance with the terms thereof. The Chairman is hereby authorized to execute the Continuing Disclosure Certificate. The Continuing Disclosure Certificate shall be substantially in the form attached hereto as Exhibit D with such changes, amendments, modifications, omissions and additions as shall be approved by the Chairman. Notwithstanding any other provision of the Resolution, failure of the Issuer to comply with such Continuing Disclosure Certificate shall not be considered an Event of Default under the Resolution; provided, however, to the extent permitted by law, the sole and exclusive remedy of any Series 2020 Bondholder for the enforcement of the provisions of the Continuing Disclosure Certificate shall be an action for mandamus or specific

performance, as applicable, by court order, to cause the Issuer to comply with its obligations under this Section 15 and the Continuing Disclosure Certificate. For purposes of this Section 15, "Series 2020 Bondholder" shall mean any person who (A) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2020 Bonds (including persons holding Series 2020 Bonds through nominees, depositories or other intermediaries), or (B) is treated as the owner of any Series 2020 Bonds for federal income tax purposes.

SECTION 16. RESERVE ACCOUNT. Pursuant to Section 4.05(B)(4) of the Resolution, the Issuer hereby establishes the "Series 2020 Subaccount" of the Reserve Account. Such Series 2020 Subaccount shall secure solely the Series 2020 Bonds. The Issuer hereby pledges moneys in such Series 2020 Subaccount solely to the payment of the Series 2020 Bonds. The Reserve Account Requirement applicable to the Series 2020 Bonds (the "2020 Reserve Account Requirement") shall mean, as of any date of calculation for such Subaccount, an amount equal to \$0.00. In the event the Executive Director, upon advice of the Financial Advisor, determines in writing that \$0.00 on deposit in such Series 2020 Subaccount shall be insufficient to successfully market the Series 2020 Bonds, the 2020 Reserve Account Requirement shall equal such amount as shall be determined by the Executive Director upon advice of the Financial Advisor.

SECTION 17. GENERAL AUTHORITY. The members of the Governing Body, the Executive Director and the officers, attorneys and other agents or employees of the Issuer are hereby authorized to do all acts and things required of them by this Supplemental Resolution, the Resolution, the Official Statement, the Escrow Deposit Agreement, the Continuing Disclosure Certificate or the Purchase Contract or desirable or consistent with the requirements hereof or the Resolution, the Official Statement, the Escrow Deposit Agreement, the Continuing Disclosure Certificate or the Purchase Contract for the full punctual and complete performance of all the terms, covenants and agreements contained herein or in the Series 2020 Bonds, the Resolution, the Official Statement, the Escrow Deposit Agreement, the Continuing Disclosure Certificate and the Purchase Contract and each member, employee, attorney and officer of the Issuer or the Governing Body and the Executive Director is hereby authorized and directed to execute and deliver any and all papers and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder. In relation to investing proceeds of the Series 2020 Bonds, the Executive Director is authorized to enter into investment agreements collateralized by securities which are permitted as investments of the Issuer by the Interlocal Agreement. If the Executive Director is unavailable or unable at any time to perform any duties or functions hereunder, including, but not limited to, those described in Section 6 hereof, the Chairman is hereby authorized to act on his behalf. If the Chairman is unavailable or unable at any time to perform any duties or functions hereunder, the Vice-Chairman is hereby authorized to act on her behalf. If the Chairman and Vice-Chairman are

unavailable or unable at any time to perform any duties or functions hereunder, the Executive Director is hereby authorized to act on their behalf.

SECTION 18. SEVERABILITY AND INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Series 2020 Bonds.

SECTION 19. RESOLUTION TO CONTINUE IN FORCE. Except as herein expressly provided, the Resolution and all the terms and provisions thereof are and shall remain in full force and effect.

SECTION 20. EFFECTIVE DATE. This Supplemental Resolution shall become effective immediately upon its adoption.

ADOPTED at a meeting of the Board of Directors on the 30th of September, 2020.

**PEACE RIVER/MANASOTA REGIONAL
WATER SUPPLY AUTHORITY**

(SEAL)

By: _____
Ken Doherty, Chairman
Authority Board of Directors

ATTEST:

Patrick J. Lehman, Executive Director

APPROVED AS TO FORM: Date: _____

Doug Manson, Authority Counsel

TAB B
Presentation (September 2, 2020)

Peace River Manasota Regional Water Supply Authority
Professional Staff Meeting
Utility System Revenue Refunding Bonds, Series 2020



September 2, 2020

Board Approved Refundings (August 5, 2020 Board Meeting)

Refunding Opportunities			
	Series 2010A Bonds	Series 2010B Bonds	Series 2014A (Loan)
Purpose	Regional Integrated Loop System and Refunding of 2010 Note	Regional Integrated Loop System	Partially Refund Series 2005A Bonds
Tax Status	Tax-Exempt	Build America Bonds (Taxable)	Tax-Exempt
Original Par Amount	\$13,140,000	\$29,555,000	\$27,390,000
Outstanding Par Amount	\$13,140,000	\$29,555,000	\$22,780,000
Callable Par Amount	\$13,140,000	\$29,555,000	\$22,780,000
Callable Maturities	2037 Term Bond	2040 Term Bond	All Outstanding Par
Call Date / Price	October 1, 2020 - Par	October 1, 2020 - Par	October 1, 2018 - Par
Coupon / Interest Rates	4.50%	6.40% or 4.90% Net of Subsidy	2.54%

**Assumes BABs sequestration rate for 2020*

Current Customer Debt Service Allocation

Refunding Opportunities			
	Series 2010A Bonds	Series 2010B Bonds	Series 2014A (Loan)
Purpose	Regional Integrated Loop System and Refunding of 2010 Note	Regional Integrated Loop System	Partially Refund Series 2005A Bonds
Charlotte County	0.00%	0.00%	26.26%
DeSoto County	1.11%	0.00%	0.82%
Manatee County	0.00%	0.00%	0.00%
City of North Port	14.10%	35.71%	10.37%
Sarasota County	84.79%	64.29%	62.55%
TOTAL	100.00%	100.00%	100%

Preliminary Refunding Analysis Summary (Authority)

Preliminary Refunding Summary				
	Series 2010A Bonds	Series 2010B Bonds	Series 2014A (Loan)	Totals
Amount Refunded	\$13,140,000	\$29,555,000	\$21,615,000	\$64,310,000
Delivery Date	10/22/2020			
Tax Status	Tax-Exempt	Tax-Exempt	Tax-Exempt	
All-In True Interest Cost	2.32%	2.54%	0.67%	2.21%
Total Gross Savings*	\$5,174,465	\$18,751,008	\$1,763,669	\$25,689,142
Present Value ("PV") Savings	\$3,916,430	\$8,805,489	\$1,609,579	\$14,331,498
PV Savings as a % of Refunded Par	29.80%	29.80%	7.45%	22.28%
Negative Arbitrage / Escrow Efficiency	Currently Callable	Currently Callable	Currently Callable	

*Preliminary numbers with estimated interest rates as of August 27, 2020

*Assumes costs of issuance of \$10 per \$1,000

*Preliminarily solved with proportional savings

*Gross savings of Series 2010B include contributions from North Port and Sarasota to downsize the refunding bonds

Preliminary Refunding Analysis of Series 2010A (Customer)

- Allocation percentage of the debt service associated with the refunding of the Series 2010A will remain the same post issuance of the Series 2020 Bonds

Current Debt Service Allocation					New Debt Service Allocation					Debt Service Savings				
Year	Total Debt Service	DeSoto 1.11%	North Port 14.10%	Sarasota 84.79%	Year	Total Debt Service	DeSoto 1.11%	North Port 14.10%	Sarasota 84.79%	Year	Total Savings	DeSoto 1.11%	North Port 14.10%	Sarasota 84.79%
2021	\$591,300	\$6,563	\$83,373	\$501,363	2021	\$459,860	\$5,104	\$64,840	\$389,916	2021	\$131,440	\$1,459	\$18,533	\$111,448
2022	591,300	6,563	83,373	501,363	2022	457,750	5,081	64,543	388,126	2022	133,550	1,482	18,831	113,237
2023	591,300	6,563	83,373	501,363	2023	456,500	5,067	64,367	387,066	2023	134,800	1,496	19,007	114,297
2024	591,300	6,563	83,373	501,363	2024	455,250	5,053	64,190	386,006	2024	136,050	1,510	19,183	115,357
2025	591,300	6,563	83,373	501,363	2025	459,000	5,095	64,719	389,186	2025	132,300	1,469	18,654	112,177
2026	591,300	6,563	83,373	501,363	2026	457,500	5,078	64,508	387,914	2026	133,800	1,485	18,866	113,449
2027	591,300	6,563	83,373	501,363	2027	456,000	5,062	64,296	386,642	2027	135,300	1,502	19,077	114,721
2028	591,300	6,563	83,373	501,363	2028	459,500	5,100	64,790	389,610	2028	131,800	1,463	18,584	111,753
2029	591,300	6,563	83,373	501,363	2029	457,750	5,081	64,543	388,126	2029	133,550	1,482	18,831	113,237
2030	591,300	6,563	83,373	501,363	2030	456,000	5,062	64,296	386,642	2030	135,300	1,502	19,077	114,721
2031	591,300	6,563	83,373	501,363	2031	459,250	5,098	64,754	389,398	2031	132,050	1,466	18,619	111,965
2032	591,300	6,563	83,373	501,363	2032	457,250	5,075	64,472	387,702	2032	134,050	1,488	18,901	113,661
2033	591,300	6,563	83,373	501,363	2033	455,250	5,053	64,190	386,006	2033	136,050	1,510	19,183	115,357
2034	591,300	6,563	83,373	501,363	2034	458,250	5,087	64,613	388,550	2034	133,050	1,477	18,760	112,813
2035	591,300	6,563	83,373	501,363	2035	456,000	5,062	64,296	386,642	2035	135,300	1,502	19,077	114,721
2036	8,416,300	93,421	1,186,698	7,136,181	2036	6,509,200	72,252	917,797	5,519,151	2036	1,907,100	21,169	268,901	1,617,030
2037	5,554,175	61,651	783,139	4,709,385	2037	4,295,200	47,677	605,623	3,641,900	2037	1,258,975	13,975	177,515	1,067,485
Total	\$22,839,975	\$253,524	\$3,220,436	\$19,366,015	Total	\$17,665,510	\$196,087	\$2,490,837	\$14,978,586	Total	\$5,174,465	\$57,437	\$729,600	\$4,387,429

*Preliminary numbers with estimated interest rates as of August 27, 2020

*Assumes costs of issuance of \$10 per \$1,000

*Preliminarily solved with proportional savings

Preliminary Refunding Analysis of Series 2010B (Customer)

- Allocation percentage of the debt service associated with the refunding of the Series 2010B (BABs) will change as the following will be used to downsize the refunding of the Series 2010B:
 - \$3,057,489.00 of unused bond proceeds (project savings) of North Port’s share of the project (allocated 100% to North Port)
 - \$1,854,314.17 Contribution from Sarasota County to downsize their share of the refunding bonds (Allocated 100% to Sarasota County)

	Original Financing %	Escrow Cost	Less Cash	Financed Escrow	New Financing %
Escrow Cost		\$29,665,373.15	-\$4,911,803.17	\$24,753,569.98	
Sarasota County	64.29%	\$19,071,868.40	-\$1,854,314.17	\$17,217,554.23	69.56%
City of North Port	35.71%	\$10,593,504.75	-\$3,057,489.00	\$7,536,015.75	30.44%
		\$29,665,373.15	-\$4,911,803.17	\$24,753,569.98	
**Preliminary numbers based on estimated interest rates as of August 27, 2020					

Preliminary Refunding Analysis of Series 2010B (Customer)

Current Debt Service Allocation			
Year	Total Net Debt Service	Sarasota 64.29%	North Port 35.71%
2021	\$1,306,655	\$840,049	\$466,607
2022	1,306,655	840,049	466,607
2023	1,306,655	840,049	466,607
2024	1,306,655	840,049	466,607
2025	1,306,655	840,049	466,607
2026	1,306,655	840,049	466,607
2027	1,306,655	840,049	466,607
2028	1,306,655	840,049	466,607
2029	1,306,655	840,049	466,607
2030	1,306,655	840,049	466,607
2031	1,306,655	840,049	466,607
2032	1,306,655	840,049	466,607
2033	1,306,655	840,049	466,607
2034	1,306,655	840,049	466,607
2035	1,306,655	840,049	466,607
2036	1,306,655	840,049	466,607
2037	4,171,655	2,681,957	1,489,698
2038	9,714,991	6,245,768	3,469,223
2039	9,697,650	6,234,619	3,463,031
2040	9,669,394	6,216,453	3,452,940
Total	\$54,160,176	\$34,819,577	\$19,340,599

New Debt Service Allocation			
Year	Total Debt Service	Sarasota 69.56%	North Port 30.44%
2021	\$854,568	\$594,402	\$260,166
2022	853,550	593,694	259,856
2023	851,800	592,477	259,323
2024	855,050	594,737	260,313
2025	853,050	593,346	259,704
2026	856,050	595,433	260,617
2027	853,800	593,868	259,932
2028	856,550	595,781	260,769
2029	854,050	594,042	260,008
2030	856,550	595,781	260,769
2031	853,800	593,868	259,932
2032	856,050	595,433	260,617
2033	853,050	593,346	259,704
2034	855,050	594,737	260,313
2035	856,800	595,954	260,846
2036	854,000	594,007	259,993
2037	2,726,200	1,896,231	829,969
2038	6,348,400	4,415,683	1,932,717
2039	6,337,600	4,408,171	1,929,429
2040	6,323,200	4,398,155	1,925,045
Total	\$35,409,168	\$24,629,145	\$10,780,023

Debt Service Savings			
Year	Total Savings	Sarasota 69.56%	North Port 30.44%
2021	\$452,087	\$314,472	\$137,615
2022	453,105	\$315,180	\$137,925
2023	454,855	\$316,397	\$138,458
2024	451,605	\$314,137	\$137,469
2025	453,605	\$315,528	\$138,077
2026	450,605	\$313,441	\$137,164
2027	452,855	\$315,006	\$137,849
2028	450,105	\$313,093	\$137,012
2029	452,605	\$314,832	\$137,773
2030	450,105	\$313,093	\$137,012
2031	452,855	\$315,006	\$137,849
2032	450,605	\$313,441	\$137,164
2033	453,605	\$315,528	\$138,077
2034	451,605	\$314,137	\$137,469
2035	449,855	\$312,919	\$136,936
2036	452,655	\$314,867	\$137,788
2037	1,445,455	\$1,005,459	\$439,997
2038	3,366,591	\$2,341,801	\$1,024,790
2039	3,360,050	\$2,337,251	\$1,022,799
2040	3,346,194	\$2,327,612	\$1,018,581
Total	\$18,751,008	\$13,043,201	\$5,707,807

*Preliminary numbers with estimated interest rates as of August 27, 2020

*Assumes costs of issuance of \$10 per \$1,000

*Preliminarily solved with proportional savings

*Savings include contributions from North Port and Sarasota County to downsize the refunding bonds

Preliminary Refunding Analysis of Series 2014A (Customer)

- Allocation percentage of the debt service associated with the refunding of the Series 2014A will remain the same post issuance of the Series 2020 Bonds

Current Debt Service Allocation					
Year	Total Debt Service	Charlotte 26.26%	DeSoto 0.82%	North Port 10.37%	Sarasota 62.55%
2021	\$1,739,021	\$456,667	\$14,260	\$180,336	\$1,087,758
2022	3,713,795	975,243	30,453	385,121	2,322,979
2023	3,717,642	976,253	30,485	385,519	2,325,385
2024	3,709,330	974,070	30,417	384,658	2,320,186
2025	3,709,113	974,013	30,415	384,635	2,320,050
2026	3,716,737	976,015	30,477	385,426	2,324,819
2027	3,711,948	974,758	30,438	384,929	2,321,823
Total	\$24,017,586	\$6,307,018	\$196,944	\$2,490,624	\$15,023,000

New Debt Service Allocation					
Year	Total Debt Service	Charlotte 26.26%	DeSoto 0.82%	North Port 10.37%	Sarasota 62.55%
2021	\$1,501,917	\$394,403	\$12,316	\$155,749	\$939,449
2022	3,457,750	908,005	28,354	358,569	2,162,823
2023	3,463,750	909,581	28,403	359,191	2,166,576
2024	3,453,000	906,758	28,315	358,076	2,159,852
2025	3,456,000	907,546	28,339	358,387	2,161,728
2026	3,461,750	909,056	28,386	358,983	2,165,325
2027	3,459,750	908,530	28,370	358,776	2,164,074
Total	\$22,253,917	\$5,843,879	\$182,482	\$2,307,731	\$13,919,825

Debt Service Savings					
Year	Total Savings	Charlotte 26.26%	DeSoto 0.82%	North Port 10.37%	Sarasota 62.55%
2021	\$237,104	\$62,264	\$1,944	\$24,588	\$148,309
2022	256,045	67,237	2,100	26,552	160,156
2023	253,892	66,672	2,082	26,329	158,809
2024	256,330	67,312	2,102	26,581	160,334
2025	253,113	66,467	2,076	26,248	158,322
2026	254,987	66,960	2,091	26,442	159,494
2027	252,198	66,227	2,068	26,153	157,750
Total	\$1,763,669	\$463,140	\$14,462	\$182,893	\$1,103,175

*Preliminary numbers with estimated interest rates as of August 27, 2020

*Assumes costs of issuance of \$10 per \$1,000

*Preliminarily solved with proportional savings

Preliminary Refunding Summary (Customer)

Preliminary Refunding Summary					
	Charlotte	DeSoto	North Port	Sarasota	Totals
Series 2010A					
Preliminary PV Savings	\$0	\$43,472	\$552,217	\$3,320,741	\$3,916,430
Series 2010B					
Preliminary PV Savings	\$0	\$0	\$2,680,391	\$6,125,098	\$8,805,489
Series 2014A (Loan)					
Preliminary PV Savings	\$422,675	\$13,199	\$166,913	\$1,006,792	\$1,609,579
Preliminary Total PV Savings	\$422,675	\$56,671	\$3,399,521	\$10,452,631	\$14,331,498

*Preliminary numbers with estimated interest rates as of August 27, 2020

*Assumes costs of issuance of \$10 per \$1,000

*Preliminarily solved with proportional savings

*PV savings of Series 2010B exclude contributions from North Port and Sarasota to downsize the refunding bonds

TAB C
Bond Series 2020 Debt Service Savings (September 2, 2020)

BOND SERIES 2020 DEBT SERVICE SAVINGS
(September 2, 2020)

TOTAL DEBT SERVICE SAVINGS for FY 2021 - 2040					
	2010A	2010B	2014A	Cap Comp	Total Savings
Charlotte County	\$ -	\$ -	\$ 463,139	\$ -	\$ 463,139
DeSoto County	\$ 57,437	\$ -	\$ 14,463	\$ -	\$ 71,900
Sarasota Coutny	\$ 4,387,429	\$ 13,043,200	\$ 1,103,174	\$ -	\$ 18,533,803
North Port	\$ 729,599	\$ 5,707,804	\$ 182,863	\$ -	\$ 6,620,266
Total Savings	\$ 5,174,465	\$ 18,751,004	\$ 1,763,639		\$ 25,689,108

Charlotte County					
	2010A	2010B	2014A	Cap Comp	Total Savings
FY 2021			\$ 62,264		\$ 62,264
FY 2022			\$ 67,237		\$ 67,237
FY 2023			\$ 66,672		\$ 66,672
FY 2024			\$ 67,312		\$ 67,312
FY 2025			\$ 66,467		\$ 66,467
FY 2026			\$ 66,960		\$ 66,960
FY 2027			\$ 66,227		\$ 66,227
FY 2028					\$ -
FY 2029					\$ -
FY 2030					\$ -
FY 2031					\$ -
FY 2032					\$ -
FY 2033					\$ -
FY 2034					\$ -
FY 2035					\$ -
FY 2036					\$ -
FY 2037					\$ -
FY 2038					\$ -
FY 2039					\$ -
FY 2040					\$ -
	\$ -	\$ -	\$ 463,139	\$ -	\$ 463,139

DeSoto County					
	2010A	2010B	2014A	Cap Comp	Total Savings
FY 2021	\$ 1,459		\$ 1,944		\$ 3,403
FY 2022	\$ 1,482		\$ 2,100		\$ 3,582
FY 2023	\$ 1,496		\$ 2,082		\$ 3,578
FY 2024	\$ 1,510		\$ 2,102		\$ 3,612
FY 2025	\$ 1,469		\$ 2,076		\$ 3,545
FY 2026	\$ 1,485		\$ 2,091		\$ 3,576
FY 2027	\$ 1,502		\$ 2,068		\$ 3,570
FY 2028	\$ 1,463				\$ 1,463
FY 2029	\$ 1,482				\$ 1,482
FY 2030	\$ 1,502				\$ 1,502
FY 2031	\$ 1,466				\$ 1,466
FY 2032	\$ 1,488				\$ 1,488
FY 2033	\$ 1,510				\$ 1,510
FY 2034	\$ 1,477				\$ 1,477
FY 2035	\$ 1,502				\$ 1,502
FY 2036	\$ 21,169				\$ 21,169
FY 2037	\$ 13,975				\$ 13,975
FY 2038					\$ -
FY 2039					\$ -
FY 2040					\$ -
	\$ 57,437	\$ -	\$ 14,463	\$ -	\$ 71,900

Sarasota County					
	2010A	2010B	2014A	Cap Comp	Total Savings
FY 2021	\$ 111,448	\$ 314,472	\$ 148,309		\$ 574,229
FY 2022	\$ 113,237	\$ 315,180	\$ 160,156		\$ 588,573
FY 2023	\$ 114,297	\$ 316,397	\$ 158,809		\$ 589,503
FY 2024	\$ 115,357	\$ 314,137	\$ 160,334		\$ 589,828
FY 2025	\$ 112,177	\$ 315,528	\$ 158,322		\$ 586,027
FY 2026	\$ 113,449	\$ 313,441	\$ 159,494		\$ 586,384
FY 2027	\$ 114,721	\$ 315,006	\$ 157,750		\$ 587,477
FY 2028	\$ 111,753	\$ 313,093			\$ 424,846
FY 2029	\$ 113,237	\$ 314,832			\$ 428,069
FY 2030	\$ 114,721	\$ 313,093			\$ 427,814
FY 2031	\$ 111,965	\$ 315,006			\$ 426,971
FY 2032	\$ 113,661	\$ 313,441			\$ 427,102
FY 2033	\$ 115,357	\$ 315,528			\$ 430,885
FY 2034	\$ 112,813	\$ 314,137			\$ 426,950
FY 2035	\$ 114,721	\$ 312,919			\$ 427,640
FY 2036	\$ 1,617,030	\$ 314,867			\$ 1,931,897
FY 2037	\$ 1,067,485	\$ 1,005,459			\$ 2,072,944
FY 2038		\$ 2,341,801			\$ 2,341,801
FY 2039		\$ 2,337,251			\$ 2,337,251
FY 2040		\$ 2,327,612			\$ 2,327,612
	\$ 4,387,429	\$ 13,043,200	\$ 1,103,174	\$ -	\$ 18,533,803

City of North Port					
	2010A	2010B	2014A	Cap Comp	Total Savings
FY 2021	\$ 18,533	\$ 137,615	\$ 24,558		\$ 180,706
FY 2022	\$ 18,831	\$ 137,925	\$ 26,552		\$ 183,308
FY 2023	\$ 19,007	\$ 138,458	\$ 26,329		\$ 183,794
FY 2024	\$ 19,183	\$ 137,469	\$ 26,581		\$ 183,233
FY 2025	\$ 18,654	\$ 138,077	\$ 26,248		\$ 182,979
FY 2026	\$ 18,866	\$ 137,164	\$ 26,442		\$ 182,472
FY 2027	\$ 19,077	\$ 137,849	\$ 26,153		\$ 183,079
FY 2028	\$ 18,584	\$ 137,012			\$ 155,596
FY 2029	\$ 18,831	\$ 137,773			\$ 156,604
FY 2030	\$ 19,077	\$ 137,012			\$ 156,089
FY 2031	\$ 18,619	\$ 137,849			\$ 156,468
FY 2032	\$ 18,901	\$ 137,164			\$ 156,065
FY 2033	\$ 19,183	\$ 138,077			\$ 157,260
FY 2034	\$ 18,760	\$ 137,469			\$ 156,229
FY 2035	\$ 19,077	\$ 136,936			\$ 156,013
FY 2036	\$ 268,901	\$ 137,788			\$ 406,689
FY 2037	\$ 177,515	\$ 439,997			\$ 617,512
FY 2038		\$ 1,024,790			\$ 1,024,790
FY 2039		\$ 1,022,799			\$ 1,022,799
FY 2040		\$ 1,018,581			\$ 1,018,581
	\$ 729,599	\$ 5,707,804	\$ 182,863	\$ -	\$ 6,620,266

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
September 30, 2020***

GENERAL COUNSEL'S REPORT

Presenter -

Douglas Manson, General Counsel

Recommended Action -

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

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
September 30, 2020***

EXECUTIVE DIRECTOR'S REPORT

Presenter -

Patrick Lehman, Executive Director

Recommended Action -

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

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
September 30, 2020

CHAIRMAN'S REPORT
ITEM 1

Annual Review of Executive Director

Presenter - Commissioner Ken Doherty, Chairman

Recommended Action - **Motion** to approve Amendment to Employment Agreement for Executive Director increasing annual salary by 4% effective October 1, 2020.

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. All Board members' performance evaluations were favorable of the Executive Director's performance. Commissioner Doherty has discussed with Mr. Lehman and recommends a 4% pay increase consistent with the increase for employees included in the FY 2021 budget approved by the Board effective October 1, 2020.

Attachments:

Board Members' Evaluations

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
EXECUTIVE DIRECTOR EVALUATION
September 30, 2020

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
Ken Doherty	4.5	4.5	5	5	4.5	5	4.5	33	4.7
Priscilla Trace	5	5	4	4	5	4	4	31	4.4
Alan Maio	5	5	5	5	5	5	5	35	5
Elton Langford									0.0
Average	4.8	4.8	4.7	4.7	4.8	4.7	4.5	33.0	4.7

Rating Scale:

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

EXECUTIVE DIRECTOR EVALUATION

EXECUTIVE DIRECTOR: Patrick Lehman

COMMISSIONER: KEN DOHERTY

EVALUATION PERIOD: 2020

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 :	4.5
<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 Leadership :	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 Integrity and Professionalism :	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 Organizational and Project Oversight :	5.0
<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 Intergovernmental Relations and Interactions with Others:	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 Budget Planning and Oversight:	5.0
<u>Comments:</u>	

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.

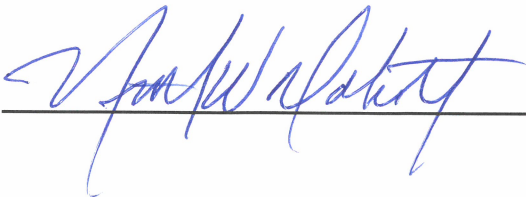
Overall Rating for Judgment and Decision Making :	4.5
<u>Comments</u> :	

SUMMARY:

ABILITY TO COMMUNICATE	4.5
LEADERSHIP	4.5
INTEGRITY AND PROFESSIONALISM	5.0
ORGANIZATIONAL AND PROJECT OVERSIGHT	5.0
INTERGOVERNMENTAL RELATIONS AND INTERACTIONS WITH OTHERS	4.5
BUDGET PLANNING AND OVERSIGHT	5.0
JUDGMENT AND DECISION MAKING	4.5
OVERALL SCORE	33.0

EVALUATOR'S COMMENTS (if any):

THE WATER AUTHORITY STAFF, UNDER MR. LEHMAN'S LEADERSHIP, CONTINUES TO PERFORM VERY WELL, DESPITE THE COVID-19 CRISIS, AND THE ASSOCIATED BOARD MEETING CHALLENGES, OUR PRIMARY GOALS AND OBJECTIVES HAVE MOVED FORWARD THIS PAST YEAR. IT HAS BEEN A PLEASURE WORKING WITH A PROFESSIONAL TEAM, THIS

Evaluator Signature:  Date: 9/17/2020

EXECUTIVE DIRECTOR'S COMMENTS (if any):

Executive Director Signature: _____ Date: _____



EXECUTIVE DIRECTOR EVALUATION

EXECUTIVE DIRECTOR: Patrick Lehman

COMMISSIONER: Prisilla Trace

EVALUATION PERIOD: 2020

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

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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

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- 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>	

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>	

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 :	4
<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 Organizational and Project Oversight :	4
<u>Comments:</u>	

5. INTERGOVERNMENTAL RELATIONS AND INTERACTIONS WITH OTHERS

Establish and maintain productive Intergovernmental Relationships (IGR).

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- 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
<u>Comments:</u>	

6. BUDGET PLANNING AND OVERSIGHT

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Overall Rating for Budget Planning and Oversight:	4
<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 Judgment and Decision Making :	4
<u>Comments:</u>	

SUMMARY:

ABILITY TO COMMUNICATE	5
LEADERSHIP	5
INTEGRITY AND PROFESSIONALISM	4
ORGANIZATIONAL AND PROJECT OVERSIGHT	4
INTERGOVERNMENTAL RELATIONS AND INTERACTIONS WITH OTHERS	5
BUDGET PLANNING AND OVERSIGHT	4
JUDGMENT AND DECISION MAKING	4
OVERALL SCORE	31

EVALUATOR'S COMMENTS (if any):

Works well with all adgencies

Evaluator Signature: Pinella Inu Date: 9/15/2020

EXECUTIVE DIRECTOR'S COMMENTS (if any):

Executive Director Signature: _____ Date: _____

EXECUTIVE DIRECTOR EVALUATION

EXECUTIVE DIRECTOR: Patrick Lehman

COMMISSIONER: Alan Maio

EVALUATION PERIOD: 2020

EVALUATION INSTRUCTIONS:

PERFORMANCE CATEGORIES

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- 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> <i>EXCELLENT</i>	

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> <i>EXCELLENT</i>	

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
<u>Comments:</u> <i>EXCELLENT</i>	

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
<u>Comments:</u> <i>EXCELLENT</i>	

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
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- 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
<u>Comments:</u> <i>EXCELLENT</i>	

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
<u>Comments:</u> <i>EXCELLENT</i>	

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
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- 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
<u>Comments:</u> <i>EXCELLENT</i>	

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
OVERALL SCORE	35

EVALUATOR'S COMMENTS (if any):

Evaluator Signature: *Alan S. [Signature]* Date: 9/14/20

EXECUTIVE DIRECTOR'S COMMENTS (if any):

Executive Director Signature: _____ Date: _____

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
September 30, 2020**

**CHAIRMAN'S REPORT
ITEM 2**

Recognition of Commissioner Trace's Service to the Authority

Presenter -

Commissioner Ken Doherty, Chairman

Recommended Action -

Motion to approve Resolution 2020-07 'Recognition of Commissioner Priscilla Whisenant Trace for Service to the Region as a Member of the Peace River Manasota Regional Water Supply Authority Board of Directors'.

The Authority wishes to express its gratitude to Commissioner Trace for her service to the Authority over the past three (3) years

Attachments:

Resolution 2020-07

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Resolution 2020 – 07

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

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

WHEREAS, Commissioner Whisenant Trace is a fifth-generation resident of Manatee County; and

WHEREAS, Commissioner Whisenant Trace’s lifelong commitment to the agricultural community includes service to the Manatee County Fair and Manatee County Agricultural Museum having been designated the 2015 Manatee County Agriculturist of the year; and

WHEREAS, Commissioner Whisenant Trace was elected to the Manatee County Commission in 2016; and

WHEREAS, Commissioner Whisenant Trace was appointed by the Manatee County Commission to represent the County on the Authority Board of Directors from 2018 through 2020; and

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

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

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

Done at Bradenton, Florida, this Thirtieth day of September 2020.

Attest:

Peace River Manasota
Regional Water Supply Authority

Patrick J. Lehman, Executive Director

Commissioner Ken Doherty, Chairman

Approved as to Form:

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

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
September 30, 2020***

**CHAIRMAN'S REPORT
ITEM 3**

Election of Vice Chairman

Presenter - Commissioner Ken Doherty, Chairman

Recommended Action - **Election** of Vice Chairman.

The Authority's General Counsel has advised the election of a vice chairman to perform duties as may be required following the vacancy of Commissioner Trace prior to the next election cycle.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
September 30, 2020***

**ROUTINE STATUS REPORTS
ITEM 1**

Hydrologic Conditions Report

MEMORANDUM

Project: Hydrologic Conditions Report

Date: September 30, 2020

Developed By: Mike Coates, Deputy Director

This memorandum summarizes rainfall and surface water conditions, and the Authority's current water storage and supply conditions for the month of September 2020 (through September 13th), and the preceding 12-month period.

Rainfall Conditions & Projections

Rainfall in the Peace River Basin for the past 12-months is 5.24-inches below normal. This data covers the 12-months through September 13, 2020 (see Table 1). Rainfall for the month of September 2020 totaled 2.9 inches (through September 13th) while the historical average rainfall for the full month of September is 7.31 inches.

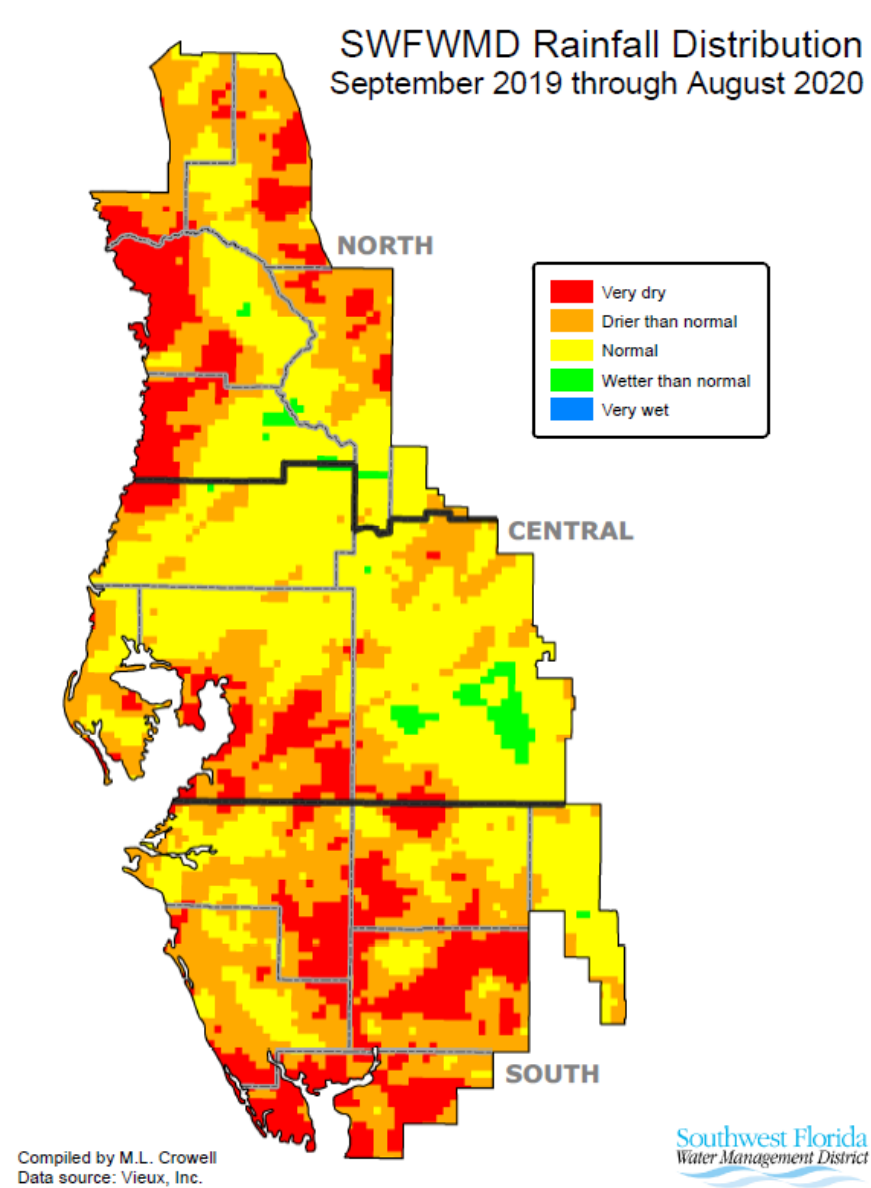
Region-wide rainfall conditions reported by SWFWMD for the 12-month period ending August 2020 are shown in Figure 1 (this is most up-to-date map available). Data shown for the Authority's 4-county service area on Figure 1 indicate significantly drier than normal conditions, particularly in the inland counties including the Peace River Basin.

Projections for the next three months (October-December) from NOAA are for above-normal temperatures and near-normal rainfall for southwest Florida. The NOAA extended forecast is for La Nina conditions (recently developed) to continue and become moderate La Nina event persisting through Fall and into the winter. Lan Nina conditions typically bring warmer dryer winters to the Florida Peninsula.

Table 1 (Peace River Basin Rainfall - Inches)

Item	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
Long-Term Avg.	3.19	1.73	1.87	2.14	2.56	2.96	2.56	3.89	8.31	8.01	7.61	7.31	52.1
Actual Past 12 Months	4.0	1.30	2.60	0.60	3.00	0.10	3.79	6.80	6.81	7.1	7.9	2.9	46.9
Difference	0.81	-0.43	0.73	-1.54	0.44	-2.86	1.23	2.91	-1.50	-0.91	0.29	-4.41	-5.24

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:

Flow at in the “Peace River at Fort Meade” (upper part of the watershed) is above seasonal average for the month (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) also shows above average conditions (see Figure 4).

Figure 2 (Peace River Basin showing selected gage locations and Location of PRF)

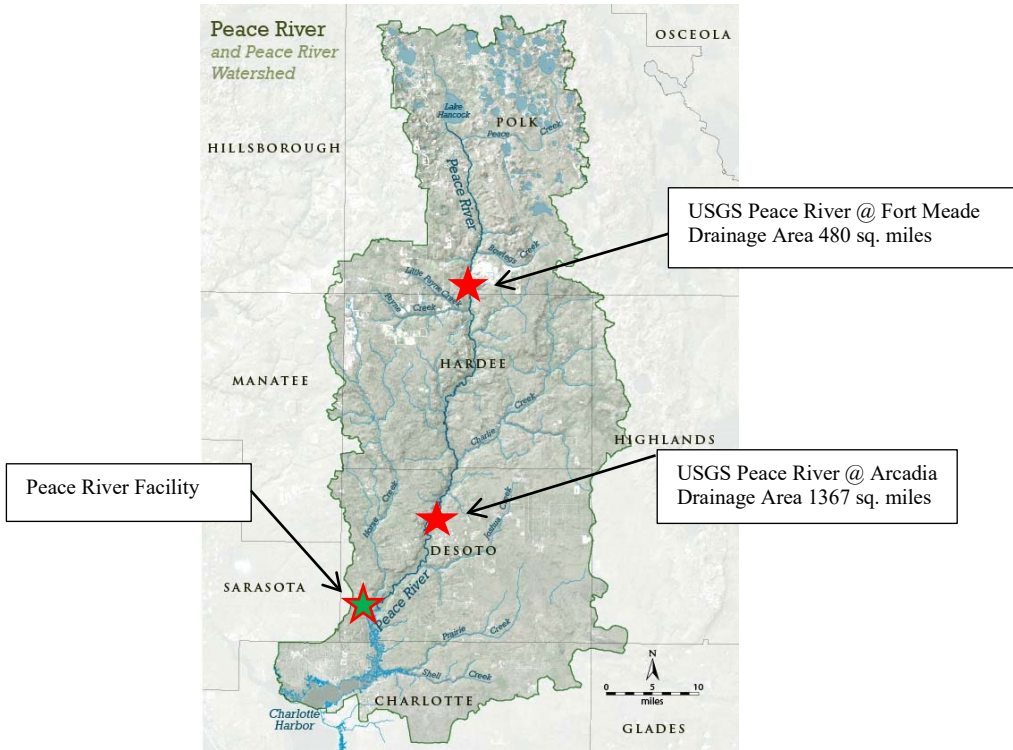


Figure 3 (Peace River Flow @ Fort Meade)

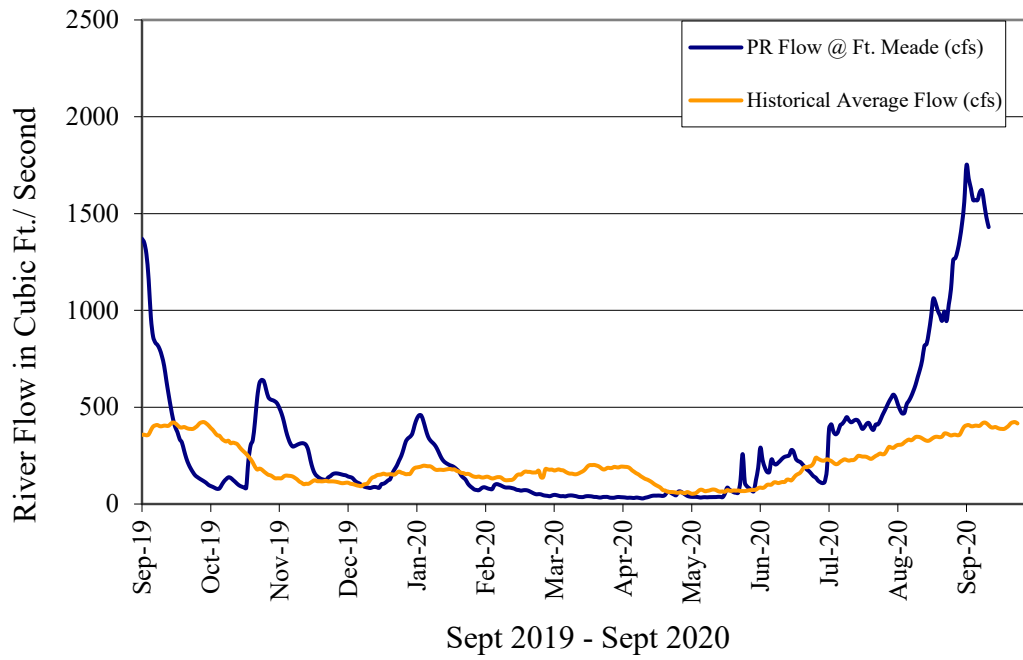
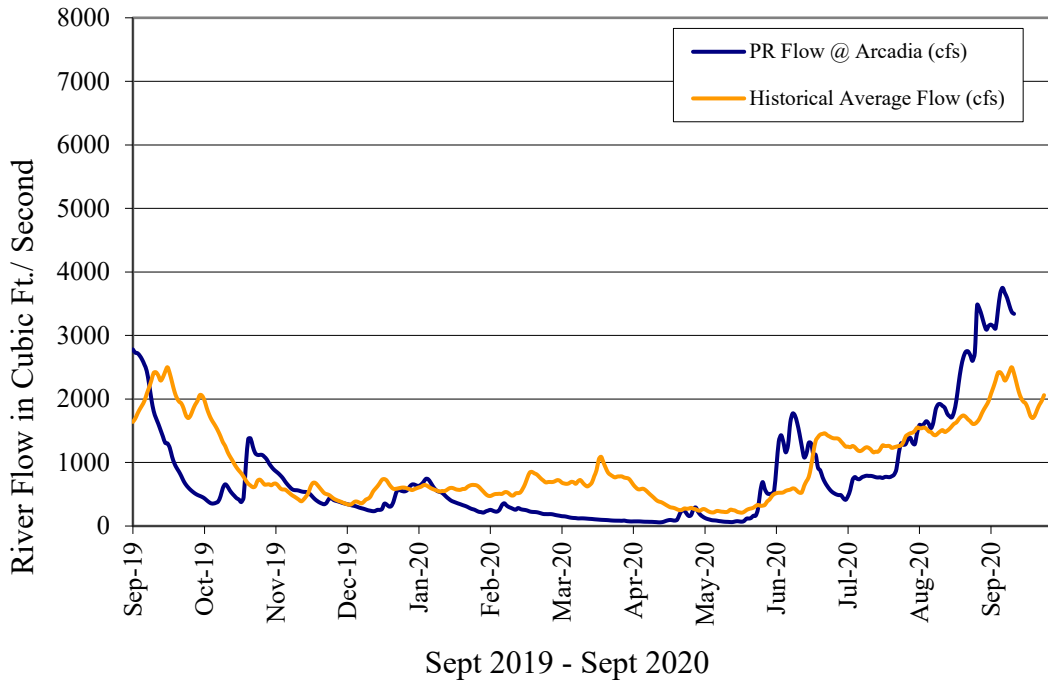


Figure 4 (Peace River Flow @ Arcadia)



River Withdrawals, Finished Water Production & Demand

Water withdrawals from the Peace River have been ongoing since mid-June and have tapered off in August and September due to full reservoir conditions (see Figure 5 below).

Figure 5 (Withdrawals from Peace River)

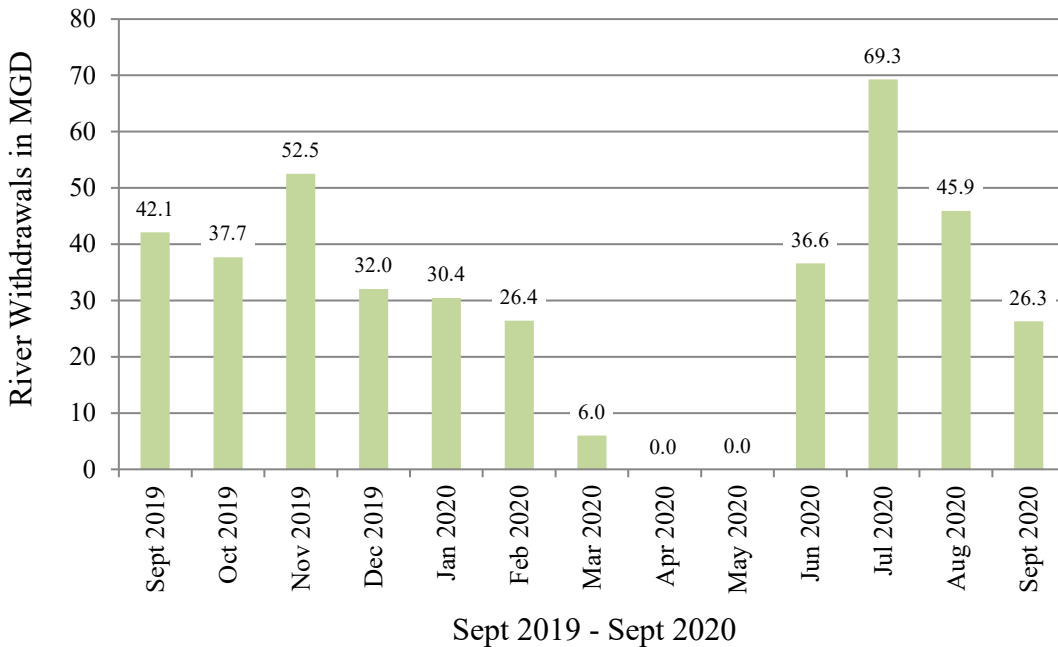
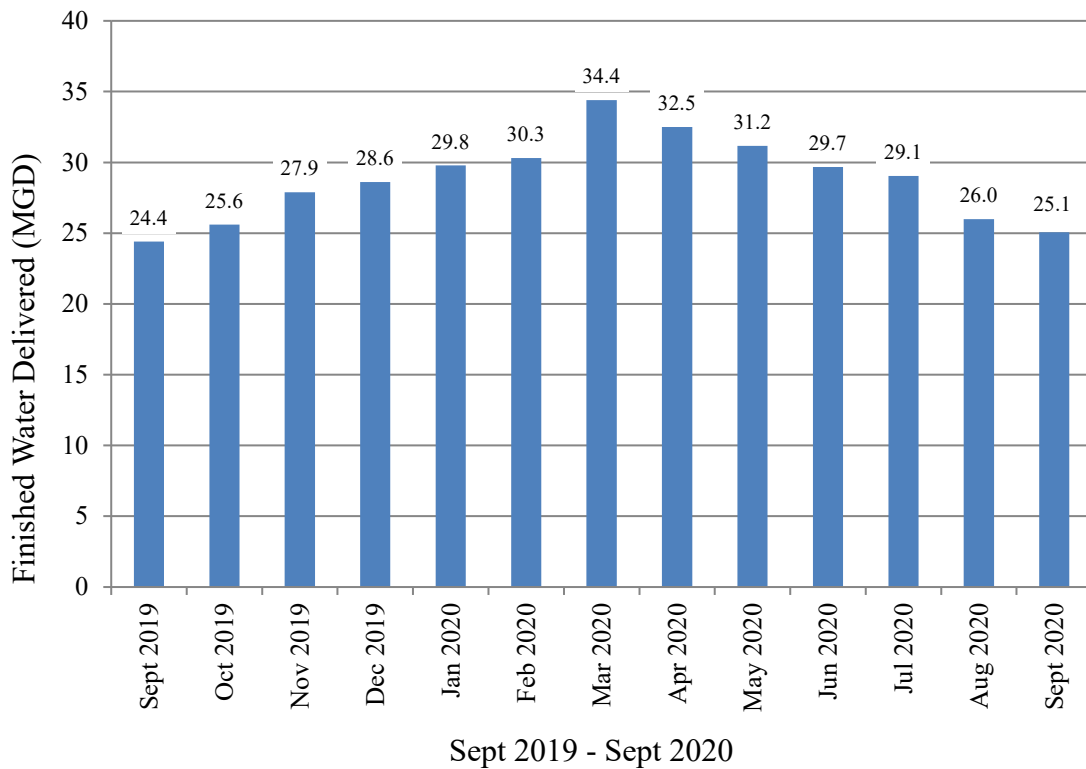


Figure 6 shows monthly finished water deliveries to Customers for the 12-month period ending September 13, 2020. Finished water delivery to Customers during September 2020 have averaged about 25 MGD. This is slightly higher than deliveries in July 2019.

Seasonal exchange through the Phase 1A Regional Interconnect with the City of Punta Gorda is ongoing – with deliveries from the City to the Region. The seasonal exchange of water through this pipeline helps maintain these facilities in a “ready-to-serve” condition at all times.

Figure 6 (Peace River Facility Deliveries to Customers)



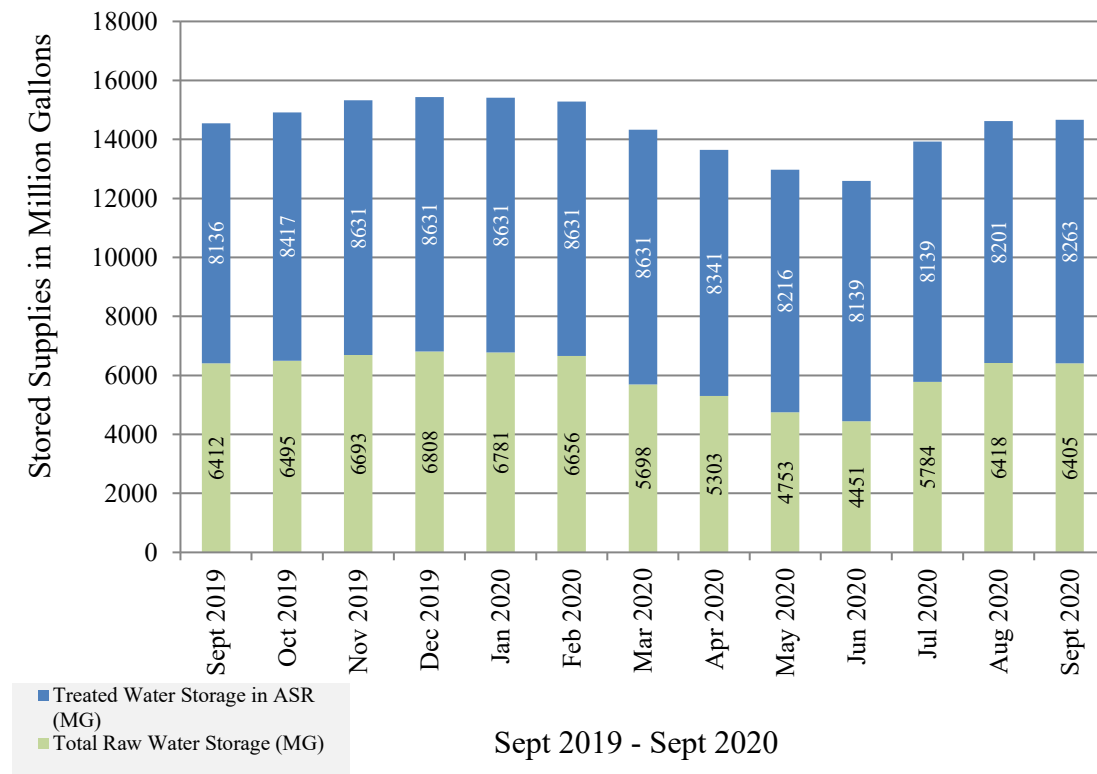
Stored Supplies at the PRF

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 September 13, 2020 totaled about 6.4 BG.**

The secondary storage at the PRF is treated water stored in the Aquifer Storage and Recovery (ASR) system. While the original design capacity of the ASR system was approximately 6.3 BG, a much greater volume can actually 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 recharged with fully treated drinking water produced by the water treatment facility. 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. The ASR system is currently in storage – which means water in neither being recharged or recovered from the system. **Treated water stored in ASR as of September 13, 2020 totaled 8.26 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 7. **The total water in storage as of September 13, 2020 was about 14.7BG.** This is about the same as total storage in mid-September 2019.

Figure 7 (Stored Water Supplies)



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
September 30, 2020***

**ROUTINE STATUS REPORTS
ITEM 2**

Check Registers for July and August 2020

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: JULY & AUGUST 2020**

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
07/02/2020		QuickBooks Payroll Service	\$ 99,465.11
07/03/2020	38772	AMAZON	\$ 2,098.48
07/03/2020	38773	Bates Flags & Flagpoles	\$ 273.50
07/03/2020	38774	BILL'S BOTTLED WATER SERVICE	\$ 16.50
07/03/2020	38775	CH2M HILL ENGINEERS INC.	\$ 8,910.00
07/03/2020	38776	D. M. CONSTRUCTION CORP.	\$ 12,646.14
07/03/2020	38777	DELL MARKETING L.P.	\$ 2,510.99
07/03/2020	38778	DEX IMAGING	\$ 1,816.66
07/03/2020	38779	DMS-FINANCIAL MGMT SERVICES	\$ 362.05
07/03/2020	38780	HOME DEPOT	\$ 188.51
07/03/2020	38781	SARASOTA HERALD TRIBUNE	\$ 90.75
07/03/2020	38782	SMITH RANCH & GARDEN, INC.	\$ 759.50
07/03/2020	38783	THE SUN	\$ 324.61
07/03/2020	38784	TIRE KINGDOM	\$ 719.31
07/03/2020	38785	Under Pressure Washing LLC	\$ 1,195.00
07/03/2020	38786	VERIZON WIRELESS	\$ 72.14
07/03/2020	38787	WM F. McDonough Plumbing Inc	\$ 256.00
07/03/2020	38788	FLORIDA POWER & LIGHT COMPANY	\$ 75,886.49
07/03/2020	ACH2704	Advanced Overhead Systems	\$ 2,680.20
07/03/2020	ACH2705	ADVANTAGE COMMUNICATIONS, INC.	\$ 4,875.00
07/03/2020	ACH2706	AECOM TECHNICAL SERVICES, INC.	\$ 3,194.50
07/03/2020	ACH2707	Agilent Technologies Inc	\$ 1,103.30
07/03/2020	ACH2708	Air Mechanical & Service Corp.	\$ 1,389.28
07/03/2020	ACH2709	AIRGAS SPECIALTY PRODUCTS	\$ 3,070.41
07/03/2020	ACH2710	AIRGAS USA, LLC	\$ 63.55
07/03/2020	ACH2711	ALFA LAVAL INC.	\$ 2,247.80
07/03/2020	ACH2712	ALLIED ELECTRONICS, INC.	\$ 1,551.80
07/03/2020	ACH2713	ALLIED UNIVERSAL CORP.	\$ 13,238.43
07/03/2020	ACH2714	ANIXTER INC.	\$ 1,243.74
07/03/2020	ACH2715	BENCHMARK ENVIROANALYTICAL INC	\$ 4,030.00
07/03/2020	ACH2716	Brenntag Mid-South Inc	\$ 21,839.24
07/03/2020	ACH2717	C & S CHEMICALS INC.	\$ 57,597.32
07/03/2020	ACH2718	CarbPure Technologies LLC	\$ 71,969.00
07/03/2020	ACH2719	CED - Port Charlotte	\$ 330.68
07/03/2020	ACH2720	CHARLOTTE COUNTY BCC - LANDFILL	\$ 5,123.73
07/03/2020	ACH2721	EARTH BALANCE	\$ 7,527.62
07/03/2020	ACH2722	Fisher Scientific	\$ 2,306.73
07/03/2020	ACH2723	Hach Company	\$ 3,033.32
07/03/2020	ACH2724	Hudson Pump	\$ 5,198.00
07/03/2020	ACH2725	J. H. HAM ENGINEERING INC.	\$ 13,772.48
07/03/2020	ACH2726	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 495.00
07/03/2020	ACH2727	JESSICA BENSON (V)	\$ 5,368.42
07/03/2020	ACH2728	KEETON'S OFFICE & ART SUPPLY	\$ 285.07
07/03/2020	ACH2729	M&M CONTRACTORS INC.	\$ 11,166.40
07/03/2020	ACH2730	MOCK ENGINEERING, INCORPORATED	\$ 431.46
07/03/2020	ACH2731	MSC INDUSTRIAL SUPPLY CO.	\$ 1,771.75
07/03/2020	ACH2732	NATIONAL BUSINESS FURNITURE, LLC	\$ 434.20
07/03/2020	ACH2733	Natural Resources LLC	\$ 59,792.32
07/03/2020	ACH2734	Pitney Bowes- Lease	\$ 209.85
07/03/2020	ACH2735	Precision Gate & Security Inc	\$ 592.00
07/03/2020	ACH2736	PROGRESSIVE WATER RESOURCES, LLC	\$ 16,125.50
07/03/2020	ACH2737	SOUTHERN TANK AND PUMP	\$ 573.80
07/03/2020	ACH2738	SPX FLOW, INC.	\$ 10,325.00
07/03/2020	ACH2739	STANTEC CONSULTING SERVICES	\$ 14,153.00
07/03/2020	ACH2740	SUNSHINE ACE HARDWARE	\$ 99.52
07/03/2020	ACH2741	SUNSHINE STATE ONE CALL OF FL, INC.	\$ 50.27
07/03/2020	ACH2742	ULINE	\$ 625.05
07/03/2020	ACH2743	UPS	\$ 48.45
07/03/2020	ADBT7320	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 690.98
07/03/2020	DBT070320	United States Treasury	\$ 34,617.50

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: JULY & AUGUST 2020**

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
07/03/2020	DBT732020	Valic	\$ 9,067.51
07/16/2020		QuickBooks Payroll Service	\$ 96,404.80
07/17/2020	38789	BILL'S BOTTLED WATER SERVICE	\$ 21.75
07/17/2020	38790	Braden River Utilities, LLC	\$ 24.32
07/17/2020	38791	CENTURYLINK	\$ 2,820.05
07/17/2020	38792	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 298.49
07/17/2020	38793	HAZEN AND SAWYER	\$ 6,482.60
07/17/2020	38794	HOME DEPOT	\$ 323.65
07/17/2020	38795	KED GROUP INC.	\$ 5,382.00
07/17/2020	38796	Knight Supply of Arcadia	\$ 409.42
07/17/2020	38797	LWR Town Center Association Inc	\$ 2,263.35
07/17/2020	38798	Manatee County Utilities Department	\$ 306.72
07/17/2020	38799	McCABE & ASSOCIATES	\$ 2,800.00
07/17/2020	38800	NaturZone Pest Control	\$ 76.00
07/17/2020	38801	RING POWER CORPORATION	\$ 533.61
07/17/2020	38802	ROGERS PETROLEUM, INC.	\$ 4,574.51
07/17/2020	38803	SAM'S CLUB	\$ 118.91
07/17/2020	38804	SARASOTA COUNTY ENVIRONMENTAL UTILITIES	\$ 7,818.54
07/17/2020	38805	SARASOTA HERALD TRIBUNE	\$ 412.50
07/17/2020	38806	TIRE KINGDOM	\$ 1,134.72
07/17/2020	38807	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
07/17/2020	38808	WOMACK SANITATION INC.	\$ 750.00
07/17/2020	ACH2744	ALLIED UNIVERSAL CORP.	\$ 18,643.02
07/17/2020	ACH2745	ANIXTER INC.	\$ 5,483.22
07/17/2020	ACH2746	Barney's Pumps, Inc.	\$ 31,990.00
07/17/2020	ACH2747	BATTERIES PLUS BULBS #451	\$ 3,360.50
07/17/2020	ACH2748	BENCHMARK ENVIROANALYTICAL INC	\$ 313.42
07/17/2020	ACH2749	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 306.25
07/17/2020	ACH2750	Brenntag Mid-South Inc	\$ 43,681.46
07/17/2020	ACH2751	C & S CHEMICALS INC.	\$ 50,044.35
07/17/2020	ACH2752	CarbPure Technologies LLC	\$ 72,458.80
07/17/2020	ACH2753	CED - Port Charlotte	\$ 1,458.63
07/17/2020	ACH2754	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 100,878.61
07/17/2020	ACH2755	CHARLOTTE COUNTY UTILITIES	\$ 164,694.84
07/17/2020	ACH2756	CINTAS	\$ 325.25
07/17/2020	ACH2757	CORONADO LAWN SERVICE OF FL	\$ 3,095.00
07/17/2020	ACH2758	CULLIGAN WATER of Sarasota	\$ 211.58
07/17/2020	ACH2759	DESOTO COUNTY (V)	\$ 66,333.33
07/17/2020	ACH2760	DIANE R. SALZ	\$ 4,250.00
07/17/2020	ACH2761	EARTH BALANCE	\$ 8,467.25
07/17/2020	ACH2762	Entech	\$ 5,953.57
07/17/2020	ACH2763	EUROFINS EATON ANALYTICAL, LLC	\$ 1,263.00
07/17/2020	ACH2764	Fisher Scientific	\$ 2,331.50
07/17/2020	ACH2765	FRONTIER COMMUNICATIONS	\$ 220.98
07/17/2020	ACH2766	Hach Company	\$ 2,282.46
07/17/2020	ACH2767	HALFACRE CONSTRUCTION COMPANY	\$ 43,891.75
07/17/2020	ACH2768	Hilltop Securities	\$ 3,000.00
07/17/2020	ACH2769	INSTRUMENT & VALVE SERVICES COMPANY	\$ 300.00
07/17/2020	ACH2770	J. H. HAM ENGINEERING INC.	\$ 10,049.89
07/17/2020	ACH2771	JAN-PRO OF MANASOTA	\$ 249.00
07/17/2020	ACH2772	JANICKI ENVIRONMENTAL, INC.	\$ 7,095.00
07/17/2020	ACH2773	KEETON'S OFFICE & ART SUPPLY	\$ 704.35
07/17/2020	ACH2774	MADER ELECTRIC, INC.	\$ 1,964.86
07/17/2020	ACH2775	MANSON BOLVES DONALDSON VARN, P.A.	\$ 14,540.00
07/17/2020	ACH2776	Markay Consulting Group LLC	\$ 1,250.00
07/17/2020	ACH2777	Natural Resources LLC	\$ 115,900.00
07/17/2020	ACH2778	Precision Gate & Security Inc	\$ 230.00
07/17/2020	ACH2779	PROGRESSIVE WATER RESOURCES, LLC	\$ 2,160.00
07/17/2020	ACH2780	PURVIS GRAY & COMPANY	\$ 5,500.00
07/17/2020	ACH2781	SOUTHERN TANK AND PUMP	\$ 729.80

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: JULY & AUGUST 2020**

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
07/17/2020	ACH2782	SUNSHINE ACE HARDWARE	\$ 116.73
07/17/2020	ACH2783	THE LAKE DOCTORS, INC.	\$ 5,200.00
07/17/2020	ACH2784	TRANSCAT, INC.	\$ 1,279.79
07/17/2020	ACH2785	TRULY NOLEN BRANCH 079	\$ 258.00
07/17/2020	ACH2786	UPS	\$ 102.03
07/17/2020	ACH2787	USA Bluebook	\$ 1,049.03
07/17/2020	ACH2788	VOYAGER FLEET SYSTEMS, INC.	\$ 2,629.66
07/17/2020	ADBT71720	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 690.98
07/17/2020	DBT071720	United States Treasury	\$ 32,871.50
07/17/2020	dbt071720	Valic	\$ 8,959.49
07/25/2020	AUTO 063020	PNC Bank	\$ 93.85
07/30/2020		QuickBooks Payroll Service	\$ 91,480.74
07/31/2020	ACH2789	Air Mechanical & Service Corp.	\$ 1,466.00
07/31/2020	ACH2790	AIRGAS SPECIALTY PRODUCTS	\$ 3,028.61
07/31/2020	ACH2791	AIRGAS USA, LLC	\$ 62.23
07/31/2020	ACH2792	ALLIED UNIVERSAL CORP.	\$ 10,137.39
07/31/2020	ACH2793	ANIXTER INC.	\$ 5,844.19
07/31/2020	ACH2794	BATTERIES PLUS BULBS #451	\$ 895.95
07/31/2020	ACH2795	BENCHMARK ENVIROANALYTICAL INC	\$ 470.42
07/31/2020	ACH2796	BLACK & VEATCH	\$ 11,821.00
07/31/2020	ACH2797	Brenntag Mid-South Inc	\$ 21,836.26
07/31/2020	ACH2798	C & S CHEMICALS INC.	\$ 65,405.72
07/31/2020	ACH2799	CarbPure Technologies LLC	\$ 96,079.80
07/31/2020	ACH2800	CED - Port Charlotte	\$ 803.13
07/31/2020	ACH2801	CENTURYLINK	\$ 389.26
07/31/2020	ACH2802	CHARLOTTE COUNTY BCC - LANDFILL	\$ 4,771.24
07/31/2020	ACH2803	Commerical Fire & Communications	\$ 150.00
07/31/2020	ACH2804	CORONADO LAWN SERVICE OF FL	\$ 5,830.00
07/31/2020	ACH2805	CROM ENGINEERING & CONSTRUCTION SVC	\$ 40,688.00
07/31/2020	ACH2806	EARTH BALANCE	\$ 900.00
07/31/2020	ACH2807	FEL-FT.MYERS WATERWORKS #127	\$ 332.29
07/31/2020	ACH2808	Fisher Scientific	\$ 3,061.91
07/31/2020	ACH2809	Flotech, INC	\$ 349.34
07/31/2020	ACH2810	Hach Company	\$ 1,967.63
07/31/2020	ACH2811	HVMI, LLC	\$ 34,166.60
07/31/2020	ACH2812	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 495.00
07/31/2020	ACH2813	JOHNSON ENGINEERING, INC.	\$ 12,053.75
07/31/2020	ACH2814	KEETON'S OFFICE & ART SUPPLY	\$ 339.38
07/31/2020	ACH2815	MICHAEL CHELL(V)	\$ 50.00
07/31/2020	ACH2816	PMC ENGINEERING LLC	\$ 1,360.16
07/31/2020	ACH2817	REXEL USA Inc.	\$ 9,361.07
07/31/2020	ACH2818	STANTEC CONSULTING SERVICES	\$ 12,874.25
07/31/2020	ACH2819	UPS	\$ 31.49
07/31/2020	ACH2820	US Plastic Corp	\$ 594.91
07/31/2020	ACH2821	VANASSE HANGEN BRUSTLIN, INC	\$ 13,876.13
07/31/2020	38809	AMAZON	\$ 3,563.68
07/31/2020	38810	AWWA	\$ 245.00
07/31/2020	38811	D. M. CONSTRUCTION CORP.	\$ 12,351.25
07/31/2020	38812	DEX IMAGING	\$ 7.00
07/31/2020	38813	DMS-FINANCIAL MGMT SERVICES	\$ 362.03
07/31/2020	38814	FLORIDA DEPT OF ENVIRONMENTAL PROT	\$ 6,000.00
07/31/2020	38815	FLORIDA POWER & LIGHT COMPANY	\$ 117,607.82
07/31/2020	38816	FLORIDA VALVE & EQUIPMENT, LLC	\$ 24,822.00
07/31/2020	38817	HOME DEPOT	\$ 91.94
07/31/2020	38818	Locher Environmental LLC	\$ 68,579.00
07/31/2020	38819	NaturZone Pest Control	\$ 60.00
07/31/2020	38820	SAM'S CLUB	\$ 220.26
07/31/2020	38821	SARASOTA HERALD TRIBUNE	\$ 852.50
07/31/2020	38822	THATCHER CHEMICAL OF FLORIDA	\$ 28,900.00
07/31/2020	38823	THE SUN	\$ 533.39

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: JULY & AUGUST 2020**

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
07/31/2020	38824	VERIZON WIRELESS	\$ 99.02
07/31/2020	ADBT73120	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 690.98
07/31/2020	DBT073120	United States Treasury	\$ 29,905.14
07/31/2020	DBT73120	Valic	\$ 8,924.65
07/31/2020	dbt073120	FLORIDA DIVISION OF RETIREMENT	\$ 58,719.02
08/13/2020		QuickBooks Payroll Service	\$ 97,142.90
08/14/2020	ACH2822	AECOM TECHNICAL SERVICES, INC.	\$ 6,835.00
08/14/2020	ACH2823	AIR CENTERS-FLORIDA	\$ 27,453.37
08/14/2020	ACH2824	Air Mechanical & Service Corp.	\$ 213.28
08/14/2020	ACH2825	AIRGAS SPECIALTY PRODUCTS	\$ 3,117.42
08/14/2020	ACH2826	ALFA LAVAL INC.	\$ 2,331.83
08/14/2020	ACH2827	ALLIED UNIVERSAL CORP.	\$ 12,649.89
08/14/2020	ACH2828	ANIXTER INC.	\$ 3,184.89
08/14/2020	ACH2829	ATIS Elevator Inspections, LLC	\$ 185.00
08/14/2020	ACH2830	BENCHMARK ENVIROANALYTICAL INC	\$ 895.68
08/14/2020	ACH2831	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 306.25
08/14/2020	ACH2832	Brenntag Mid-South Inc	\$ 44,006.28
08/14/2020	ACH2833	C & S CHEMICALS INC.	\$ 59,748.76
08/14/2020	ACH2834	CarbPure Technologies LLC	\$ 71,305.40
08/14/2020	ACH2835	CED - Port Charlotte	\$ 2,401.47
08/14/2020	ACH2836	CENTURYLINK	\$ 351.60
08/14/2020	ACH2837	CenturyLink-6358	\$ 1,461.45
08/14/2020	ACH2838	CH2M HILL ENGINEERS INC.	\$ 14,990.00
08/14/2020	ACH2839	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 99,831.71
08/14/2020	ACH2840	CHARLOTTE COUNTY UTILITIES	\$ 164,694.84
08/14/2020	ACH2841	CINTAS	\$ 442.96
08/14/2020	ACH2842	COLE-PARMER INSTRUMENT CO.	\$ 54.59
08/14/2020	ACH2843	CORONADO LAWN SERVICE OF FL	\$ 7,742.50
08/14/2020	ACH2844	CULLIGAN WATER of Sarasota	\$ 211.58
08/14/2020	ACH2845	DESOTO COUNTY (V)	\$ 66,333.33
08/14/2020	ACH2846	DIANE R. SALZ	\$ 4,250.00
08/14/2020	ACH2847	DONALD MORTON (V)	\$ 150.00
08/14/2020	ACH2848	EARTH BALANCE	\$ 2,209.27
08/14/2020	ACH2849	ENDRESS+HAUSER, INC.	\$ 1,366.40
08/14/2020	ACH2850	Entech	\$ 5,938.90
08/14/2020	ACH2851	ENVIRONMENTAL EXPRESS INC.	\$ 134.00
08/14/2020	ACH2852	FEL-FT.MYERS WATERWORKS #127	\$ 390.07
08/14/2020	ACH2853	FRONTIER COMMUNICATIONS	\$ 245.65
08/14/2020	ACH2854	GRAY MATTER SYSTEMS INC.	\$ 1,670.76
08/14/2020	ACH2855	Hach Company	\$ 6,603.91
08/14/2020	ACH2856	HVMI, LLC	\$ 29,414.60
08/14/2020	ACH2857	J. H. HAM ENGINEERING INC.	\$ 2,966.85
08/14/2020	ACH2858	JAN-PRO OF MANASOTA	\$ 249.00
08/14/2020	ACH2859	KEETON'S OFFICE & ART SUPPLY	\$ 1,066.80
08/14/2020	ACH2860	LLumin, INC	\$ 2,250.00
08/14/2020	ACH2861	M&M CONTRACTORS INC.	\$ 4,897.60
08/14/2020	ACH2862	MSC INDUSTRIAL SUPPLY CO.	\$ 1,054.14
08/14/2020	ACH2863	NATIONAL BUSINESS FURNITURE, LLC	\$ 4,921.60
08/14/2020	ACH2864	Precision Gate & Security Inc	\$ 380.00
08/14/2020	ACH2865	PRO-CHEM INC.	\$ 1,036.60
08/14/2020	ACH2866	PROGRESSIVE WATER RESOURCES, LLC	\$ 70,839.00
08/14/2020	ACH2867	REXEL USA Inc.	\$ 2,357.54
08/14/2020	ACH2868	SIMS CRANE & EQUIPMENT	\$ 1,476.00
08/14/2020	ACH2869	SUNSHINE STATE ONE CALL OF FL, INC.	\$ 38.89
08/14/2020	ACH2870	TEST GAUGE INC	\$ 282.66
08/14/2020	ACH2871	UPS	\$ 39.51
08/14/2020	ACH2872	USA Bluebook	\$ 33.26
08/14/2020	ACH2873	VOYAGER FLEET SYSTEMS, INC.	\$ 2,439.73
08/14/2020	38825	APPLIED DRILLING ENGINEERING, INC.	\$ 5,010.00
08/14/2020	38826	Braden River Utilities, LLC	\$ 60.57

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: JULY & AUGUST 2020**

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
08/14/2020	38827	CenState Contractors INC	\$ 89,501.63
08/14/2020	38828	Certain Services INC	\$ 96.40
08/14/2020	38829	DESOTO CO CHAMBER OF COMMERCE	\$ 375.00
08/14/2020	38830	DESOTO COUNTY WATER UTILITY	\$ 1,606.59
08/14/2020	38831	FSAWWA	\$ 2,000.00
08/14/2020	38832	HAZEN AND SAWYER	\$ 7,540.00
08/14/2020	38833	HOME DEPOT	\$ 157.38
08/14/2020	38834	KED GROUP INC.	\$ 18,934.00
08/14/2020	38835	Manatee County Utilities Department	\$ 330.10
08/14/2020	38836	NaturZone Pest Control	\$ 76.00
08/14/2020	38837	SAM'S CLUB	\$ 87.43
08/14/2020	38838	SARASOTA HERALD TRIBUNE	\$ 288.75
08/14/2020	38839	THE SUN	\$ 180.18
08/14/2020	38840	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
08/14/2020	38841	WOMACK SANITATION INC.	\$ 1,202.00
08/14/2020	ADBT081420	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 607.21
08/14/2020	DBT081420	United States Treasury	\$ 32,552.32
08/14/2020	DBT8142020	Valic	\$ 8,960.40
08/25/2020	ACH08252020	PNC Bank	\$ 3,323.31
08/27/2020		QuickBooks Payroll Service	\$ 91,258.26
08/28/2020	38842	AMAZON	\$ 4,207.94
08/28/2020	38843	AWWA	\$ 850.00
08/28/2020	38844	BILL'S BOTTLED WATER SERVICE	\$ 27.00
08/28/2020	38845	D. M. CONSTRUCTION CORP.	\$ 13,763.15
08/28/2020	38846	DMS-FINANCIAL MGMT SERVICES	\$ 365.73
08/28/2020	38847	FLORIDA POWER & LIGHT COMPANY	\$ 138,972.54
08/28/2020	38848	Integrated Fire & Security Solutions, Inc	\$ 3,951.00
08/28/2020	38849	ROGERS PETROLEUM, INC.	\$ 4,010.71
08/28/2020	38850	THE SUN	\$ 167.31
08/28/2020	38851	VERIZON WIRELESS	\$ 98.40
08/28/2020	38852	WINDEMULLER TECHNICAL SERVICES	\$ 7,230.00
08/28/2020	ACH2874	Air Mechanical & Service Corp.	\$ 5,294.14
08/28/2020	ACH2875	AIRGAS USA, LLC	\$ 63.55
08/28/2020	ACH2876	ALLIED UNIVERSAL CORP.	\$ 17,940.98
08/28/2020	ACH2877	ANIXTER INC.	\$ 1,955.16
08/28/2020	ACH2878	BENCHMARK ENVIROANALYTICAL INC	\$ 7,524.94
08/28/2020	ACH2879	Brenntag Mid-South Inc	\$ 29,473.40
08/28/2020	ACH2880	C & S CHEMICALS INC.	\$ 49,977.89
08/28/2020	ACH2881	CarbPure Technologies LLC	\$ 95,827.00
08/28/2020	ACH2882	CED - Port Charlotte	\$ 186.71
08/28/2020	ACH2883	CENTURYLINK	\$ 523.51
08/28/2020	ACH2884	CENTURYLINK-14971	\$ 389.07
08/28/2020	ACH2885	CenturyLink-6358	\$ 1,583.69
08/28/2020	ACH2886	CHARLOTTE COUNTY BCC - LANDFILL	\$ 5,576.27
08/28/2020	ACH2887	CINTAS FIRE 636525	\$ 450.00
08/28/2020	ACH2888	CLEVELAND/PRICE INC.	\$ 907.32
08/28/2020	ACH2889	EARTH BALANCE	\$ 6,385.00
08/28/2020	ACH2890	ENDRESS+HAUSER, INC.	\$ 2,893.80
08/28/2020	ACH2891	Fisher Scientific	\$ 1,027.73
08/28/2020	ACH2892	Flotech, INC	\$ 3,397.01
08/28/2020	ACH2893	FLUID CONTROL SPECIALTIES, INC.	\$ 9,082.00
08/28/2020	ACH2894	Hach Company	\$ 597.55
08/28/2020	ACH2895	HDR ENGINEERING INC.	\$ 8,176.64
08/28/2020	ACH2896	Hudson Pump	\$ 1,505.60
08/28/2020	ACH2897	IDEXX DISTRIBUTION INC	\$ 1,267.95
08/28/2020	ACH2898	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 1,495.00
08/28/2020	ACH2899	JESSICA BENSON (V)	\$ 4,262.89
08/28/2020	ACH2900	JOHNSON ENGINEERING, INC.	\$ 2,842.50
08/28/2020	ACH2901	KEETON'S OFFICE & ART SUPPLY	\$ 732.35
08/28/2020	ACH2902	MANSON BOLVES DONALDSON VARN, P.A.	\$ 11,935.00

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: JULY & AUGUST 2020**

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
08/28/2020	ACH2903	Martin Septic Service INC	\$ 350.00
08/28/2020	ACH2904	MCMASTER-CARR SUPPLY CO	\$ 1,439.96
08/28/2020	ACH2905	MSC INDUSTRIAL SUPPLY CO.	\$ 6,398.70
08/28/2020	ACH2906	Natural Resources LLC	\$ 90,556.69
08/28/2020	ACH2907	PHENOVA, INC.	\$ 585.52
08/28/2020	ACH2908	PROGRESSIVE WATER RESOURCES, LLC	\$ 7,203.75
08/28/2020	ACH2909	PUBLIC RISK INSURANCE AGENCY	\$ 214.00
08/28/2020	ACH2910	Stanley Access Technologies LLC	\$ 198.00
08/28/2020	ACH2911	STANTEC CONSULTING SERVICES	\$ 1,731.25
08/28/2020	ACH2912	SUNSHINE STATE ONE CALL OF FL, INC.	\$ 38.89
08/28/2020	ACH2913	TAMPA TRUCK CENTER LLC	\$ 95,273.00
08/28/2020	ACH2914	ULINE	\$ 194.72
08/28/2020	ACH2915	UPS	\$ 299.82
08/28/2020	ACH2916	USA Bluebook	\$ 2,796.88
08/28/2020	ACH2917	VANASSE HANGEN BRUSTLIN, INC	\$ 5,087.87
08/28/2020	ADBT082820	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 607.21
08/28/2020	DBT082820	United States Treasury	\$ 29,712.20
08/28/2020	dbt082820	Valic	\$ 8,868.51
08/28/2020	DBT8282020	FLORIDA DIVISION OF RETIREMENT	\$ 38,457.29
Total			\$ 4,239,008.40

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: JULY & AUGUST 2020

Alphabetically by Vendor

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
07/03/2020	ACH2704	Advanced Overhead Systems	\$ 2,680.20
07/03/2020	ACH2705	ADVANTAGE COMMUNICATIONS, INC.	\$ 4,875.00
07/03/2020	ACH2706	AECOM TECHNICAL SERVICES, INC.	\$ 3,194.50
08/14/2020	ACH2822	AECOM TECHNICAL SERVICES, INC.	\$ 6,835.00
07/03/2020	ACH2707	Agilent Technologies Inc	\$ 1,103.30
08/14/2020	ACH2823	AIR CENTERS-FLORIDA	\$ 27,453.37
07/03/2020	ACH2708	Air Mechanical & Service Corp.	\$ 1,389.28
07/31/2020	ACH2789	Air Mechanical & Service Corp.	\$ 1,466.00
08/14/2020	ACH2824	Air Mechanical & Service Corp.	\$ 213.28
08/28/2020	ACH2874	Air Mechanical & Service Corp.	\$ 5,294.14
07/03/2020	ACH2709	AIRGAS SPECIALTY PRODUCTS	\$ 3,070.41
07/31/2020	ACH2790	AIRGAS SPECIALTY PRODUCTS	\$ 3,028.61
08/14/2020	ACH2825	AIRGAS SPECIALTY PRODUCTS	\$ 3,117.42
07/03/2020	ACH2710	AIRGAS USA, LLC	\$ 63.55
07/31/2020	ACH2791	AIRGAS USA, LLC	\$ 62.23
08/28/2020	ACH2875	AIRGAS USA, LLC	\$ 63.55
07/03/2020	ACH2711	ALFA LAVAL INC.	\$ 2,247.80
08/14/2020	ACH2826	ALFA LAVAL INC.	\$ 2,331.83
07/03/2020	ACH2712	ALLIED ELECTRONICS, INC.	\$ 1,551.80
07/03/2020	ACH2713	ALLIED UNIVERSAL CORP.	\$ 13,238.43
07/17/2020	ACH2744	ALLIED UNIVERSAL CORP.	\$ 18,643.02
07/31/2020	ACH2792	ALLIED UNIVERSAL CORP.	\$ 10,137.39
08/14/2020	ACH2827	ALLIED UNIVERSAL CORP.	\$ 12,649.89
08/28/2020	ACH2876	ALLIED UNIVERSAL CORP.	\$ 17,940.98
07/03/2020	38772	AMAZON	\$ 2,098.48
07/31/2020	38809	AMAZON	\$ 3,563.68
08/28/2020	38842	AMAZON	\$ 4,207.94
07/03/2020	ACH2714	ANIXTER INC.	\$ 1,243.74
07/17/2020	ACH2745	ANIXTER INC.	\$ 5,483.22
07/31/2020	ACH2793	ANIXTER INC.	\$ 5,844.19
08/14/2020	ACH2828	ANIXTER INC.	\$ 3,184.89
08/28/2020	ACH2877	ANIXTER INC.	\$ 1,955.16
08/14/2020	38825	APPLIED DRILLING ENGINEERING, INC.	\$ 5,010.00
08/14/2020	ACH2829	ATIS Elevator Inspections, LLC	\$ 185.00
07/31/2020	38810	AWWA	\$ 245.00
08/28/2020	38843	AWWA	\$ 850.00
07/17/2020	ACH2746	Barney's Pumps, Inc.	\$ 31,990.00
07/03/2020	38773	Bates Flags & Flagpoles	\$ 273.50
07/17/2020	ACH2747	BATTERIES PLUS BULBS #451	\$ 3,360.50
07/31/2020	ACH2794	BATTERIES PLUS BULBS #451	\$ 895.95
07/03/2020	ACH2715	BENCHMARK ENVIROANALYTICAL INC	\$ 4,030.00
07/17/2020	ACH2748	BENCHMARK ENVIROANALYTICAL INC	\$ 313.42
07/31/2020	ACH2795	BENCHMARK ENVIROANALYTICAL INC	\$ 470.42
08/14/2020	ACH2830	BENCHMARK ENVIROANALYTICAL INC	\$ 895.68
08/28/2020	ACH2878	BENCHMARK ENVIROANALYTICAL INC	\$ 7,524.94
07/03/2020	38774	BILL'S BOTTLED WATER SERVICE	\$ 16.50
07/17/2020	38789	BILL'S BOTTLED WATER SERVICE	\$ 21.75
08/28/2020	38844	BILL'S BOTTLED WATER SERVICE	\$ 27.00
07/31/2020	ACH2796	BLACK & VEATCH	\$ 11,821.00
07/17/2020	ACH2749	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 306.25
08/14/2020	ACH2831	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 306.25
07/17/2020	38790	Braden River Utilities, LLC	\$ 24.32
08/14/2020	38826	Braden River Utilities, LLC	\$ 60.57
07/03/2020	ACH2716	Brenntag Mid-South Inc	\$ 21,839.24
07/17/2020	ACH2750	Brenntag Mid-South Inc	\$ 43,681.46
07/31/2020	ACH2797	Brenntag Mid-South Inc	\$ 21,836.26
08/14/2020	ACH2832	Brenntag Mid-South Inc	\$ 44,006.28
08/28/2020	ACH2879	Brenntag Mid-South Inc	\$ 29,473.40
07/03/2020	ACH2717	C & S CHEMICALS INC.	\$ 57,597.32
07/17/2020	ACH2751	C & S CHEMICALS INC.	\$ 50,044.35

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: JULY & AUGUST 2020

Alphabetically by Vendor

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
07/31/2020	ACH2798	C & S CHEMICALS INC.	\$ 65,405.72
08/14/2020	ACH2833	C & S CHEMICALS INC.	\$ 59,748.76
08/28/2020	ACH2880	C & S CHEMICALS INC.	\$ 49,977.89
07/03/2020	ACH2718	CarbPure Technologies LLC	\$ 71,969.00
07/17/2020	ACH2752	CarbPure Technologies LLC	\$ 72,458.80
07/31/2020	ACH2799	CarbPure Technologies LLC	\$ 96,079.80
08/14/2020	ACH2834	CarbPure Technologies LLC	\$ 71,305.40
08/28/2020	ACH2881	CarbPure Technologies LLC	\$ 95,827.00
07/03/2020	ACH2719	CED - Port Charlotte	\$ 330.68
07/17/2020	ACH2753	CED - Port Charlotte	\$ 1,458.63
07/31/2020	ACH2800	CED - Port Charlotte	\$ 803.13
08/14/2020	ACH2835	CED - Port Charlotte	\$ 2,401.47
08/28/2020	ACH2882	CED - Port Charlotte	\$ 186.71
08/14/2020	38827	CenState Contractors INC	\$ 89,501.63
07/17/2020	38791	CENTURYLINK	\$ 2,820.05
07/31/2020	ACH2801	CENTURYLINK	\$ 389.26
08/14/2020	ACH2836	CENTURYLINK	\$ 351.60
08/28/2020	ACH2883	CENTURYLINK	\$ 523.51
08/28/2020	ACH2884	CENTURYLINK-14971	\$ 389.07
08/14/2020	ACH2837	CenturyLink-6358	\$ 1,461.45
08/28/2020	ACH2885	CenturyLink-6358	\$ 1,583.69
08/14/2020	38828	Certain Services INC	\$ 96.40
07/03/2020	38775	CH2M HILL ENGINEERS INC.	\$ 8,910.00
08/14/2020	ACH2838	CH2M HILL ENGINEERS INC.	\$ 14,990.00
07/03/2020	ACH2720	CHARLOTTE COUNTY BCC - LANDFILL	\$ 5,123.73
07/31/2020	ACH2802	CHARLOTTE COUNTY BCC - LANDFILL	\$ 4,771.24
08/28/2020	ACH2886	CHARLOTTE COUNTY BCC - LANDFILL	\$ 5,576.27
07/17/2020	ACH2754	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 100,878.61
08/14/2020	ACH2839	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 99,831.71
07/17/2020	ACH2755	CHARLOTTE COUNTY UTILITIES	\$ 164,694.84
08/14/2020	ACH2840	CHARLOTTE COUNTY UTILITIES	\$ 164,694.84
07/17/2020	ACH2756	CINTAS	\$ 325.25
08/14/2020	ACH2841	CINTAS	\$ 442.96
08/28/2020	ACH2887	CINTAS FIRE 636525	\$ 450.00
08/28/2020	ACH2888	CLEVELAND/PRICE INC.	\$ 907.32
08/14/2020	ACH2842	COLE-PARMER INSTRUMENT CO.	\$ 54.59
07/31/2020	ACH2803	Commerical Fire & Communications	\$ 150.00
07/17/2020	ACH2757	CORONADO LAWN SERVICE OF FL	\$ 3,095.00
07/31/2020	ACH2804	CORONADO LAWN SERVICE OF FL	\$ 5,830.00
08/14/2020	ACH2843	CORONADO LAWN SERVICE OF FL	\$ 7,742.50
07/31/2020	ACH2805	CROM ENGINEERING & CONSTRUCTION SVC	\$ 40,688.00
07/17/2020	ACH2758	CULLIGAN WATER of Sarasota	\$ 211.58
08/14/2020	ACH2844	CULLIGAN WATER of Sarasota	\$ 211.58
07/03/2020	38776	D. M. CONSTRUCTION CORP.	\$ 12,646.14
07/31/2020	38811	D. M. CONSTRUCTION CORP.	\$ 12,351.25
08/28/2020	38845	D. M. CONSTRUCTION CORP.	\$ 13,763.15
07/03/2020	38777	DELL MARKETING L.P.	\$ 2,510.99
07/17/2020	38792	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 298.49
08/14/2020	38829	DESOTO CO CHAMBER OF COMMERCE	\$ 375.00
07/17/2020	ACH2759	DESOTO COUNTY (V)	\$ 66,333.33
08/14/2020	ACH2845	DESOTO COUNTY (V)	\$ 66,333.33
08/14/2020	38830	DESOTO COUNTY WATER UTILITY	\$ 1,606.59
07/03/2020	38778	DEX IMAGING	\$ 1,816.66
07/31/2020	38812	DEX IMAGING	\$ 7.00
07/17/2020	ACH2760	DIANE R. SALZ	\$ 4,250.00
08/14/2020	ACH2846	DIANE R. SALZ	\$ 4,250.00
07/03/2020	38779	DMS-FINANCIAL MGMT SERVICES	\$ 362.05
07/31/2020	38813	DMS-FINANCIAL MGMT SERVICES	\$ 362.03
08/28/2020	38846	DMS-FINANCIAL MGMT SERVICES	\$ 365.73
08/14/2020	ACH2847	DONALD MORTON (V)	\$ 150.00

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: JULY & AUGUST 2020

Alphabetically by Vendor

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
07/03/2020	ACH2721	EARTH BALANCE	\$ 7,527.62
07/17/2020	ACH2761	EARTH BALANCE	\$ 8,467.25
07/31/2020	ACH2806	EARTH BALANCE	\$ 900.00
08/14/2020	ACH2848	EARTH BALANCE	\$ 2,209.27
08/28/2020	ACH2889	EARTH BALANCE	\$ 6,385.00
08/14/2020	ACH2849	ENDRESS+HAUSER, INC.	\$ 1,366.40
08/28/2020	ACH2890	ENDRESS+HAUSER, INC.	\$ 2,893.80
07/17/2020	ACH2762	Entech	\$ 5,953.57
08/14/2020	ACH2850	Entech	\$ 5,938.90
08/14/2020	ACH2851	ENVIRONMENTAL EXPRESS INC.	\$ 134.00
07/17/2020	ACH2763	EUROFINS EATON ANALYTICAL, LLC	\$ 1,263.00
07/31/2020	ACH2807	FEL-FT.MYERS WATERWORKS #127	\$ 332.29
08/14/2020	ACH2852	FEL-FT.MYERS WATERWORKS #127	\$ 390.07
07/03/2020	ACH2722	Fisher Scientific	\$ 2,306.73
07/17/2020	ACH2764	Fisher Scientific	\$ 2,331.50
07/31/2020	ACH2808	Fisher Scientific	\$ 3,061.91
08/28/2020	ACH2891	Fisher Scientific	\$ 1,027.73
07/31/2020	38814	FLORIDA DEPT OF ENVIRONMENTAL PROT	\$ 6,000.00
07/31/2020	dbt073120	FLORIDA DIVISION OF RETIREMENT	\$ 58,719.02
08/28/2020	DBT8282020	FLORIDA DIVISION OF RETIREMENT	\$ 38,457.29
07/03/2020	38788	FLORIDA POWER & LIGHT COMPANY	\$ 75,886.49
07/31/2020	38815	FLORIDA POWER & LIGHT COMPANY	\$ 117,607.82
08/28/2020	38847	FLORIDA POWER & LIGHT COMPANY	\$ 138,972.54
07/31/2020	38816	FLORIDA VALVE & EQUIPMENT, LLC	\$ 24,822.00
07/31/2020	ACH2809	Flotech, INC	\$ 349.34
08/28/2020	ACH2892	Flotech, INC	\$ 3,397.01
08/28/2020	ACH2893	FLUID CONTROL SPECIALTIES, INC.	\$ 9,082.00
07/17/2020	ACH2765	FRONTIER COMMUNICATIONS	\$ 220.98
08/14/2020	ACH2853	FRONTIER COMMUNICATIONS	\$ 245.65
08/14/2020	38831	FSAWWA	\$ 2,000.00
08/14/2020	ACH2854	GRAY MATTER SYSTEMS INC.	\$ 1,670.76
07/03/2020	ACH2723	Hach Company	\$ 3,033.32
07/17/2020	ACH2766	Hach Company	\$ 2,282.46
07/31/2020	ACH2810	Hach Company	\$ 1,967.63
08/14/2020	ACH2855	Hach Company	\$ 6,603.91
08/28/2020	ACH2894	Hach Company	\$ 597.55
07/17/2020	ACH2767	HALFACRE CONSTRUCTION COMPANY	\$ 43,891.75
07/17/2020	38793	HAZEN AND SAWYER	\$ 6,482.60
08/14/2020	38832	HAZEN AND SAWYER	\$ 7,540.00
08/28/2020	ACH2895	HDR ENGINEERING INC.	\$ 8,176.64
07/17/2020	ACH2768	Hilltop Securities	\$ 3,000.00
07/03/2020	38780	HOME DEPOT	\$ 188.51
07/17/2020	38794	HOME DEPOT	\$ 323.65
07/31/2020	38817	HOME DEPOT	\$ 91.94
08/14/2020	38833	HOME DEPOT	\$ 157.38
07/03/2020	ACH2724	Hudson Pump	\$ 5,198.00
08/28/2020	ACH2896	Hudson Pump	\$ 1,505.60
07/31/2020	ACH2811	HVMI, LLC	\$ 34,166.60
08/14/2020	ACH2856	HVMI, LLC	\$ 29,414.60
08/28/2020	ACH2897	IDEXX DISTRIBUTION INC	\$ 1,267.95
07/17/2020	ACH2769	INSTRUMENT & VALVE SERVICES COMPANY	\$ 300.00
08/28/2020	38848	Integrated Fire & Security Solutions, Inc	\$ 3,951.00
07/03/2020	ACH2725	J. H. HAM ENGINEERING INC.	\$ 13,772.48
07/17/2020	ACH2770	J. H. HAM ENGINEERING INC.	\$ 10,049.89
08/14/2020	ACH2857	J. H. HAM ENGINEERING INC.	\$ 2,966.85
07/17/2020	ACH2772	JANICKI ENVIRONMENTAL, INC.	\$ 7,095.00
07/03/2020	ACH2726	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 495.00
07/31/2020	ACH2812	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 495.00
08/28/2020	ACH2898	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 1,495.00
07/17/2020	ACH2771	JAN-PRO OF MANASOTA	\$ 249.00

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: JULY & AUGUST 2020

Alphabetically by Vendor

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
08/14/2020	ACH2858	JAN-PRO OF MANASOTA	\$ 249.00
07/03/2020	ACH2727	JESSICA BENSON (V)	\$ 5,368.42
08/28/2020	ACH2899	JESSICA BENSON (V)	\$ 4,262.89
07/31/2020	ACH2813	JOHNSON ENGINEERING, INC.	\$ 12,053.75
08/28/2020	ACH2900	JOHNSON ENGINEERING, INC.	\$ 2,842.50
07/17/2020	38795	KED GROUP INC.	\$ 5,382.00
08/14/2020	38834	KED GROUP INC.	\$ 18,934.00
07/03/2020	ACH2728	KEETON'S OFFICE & ART SUPPLY	\$ 285.07
07/17/2020	ACH2773	KEETON'S OFFICE & ART SUPPLY	\$ 704.35
07/31/2020	ACH2814	KEETON'S OFFICE & ART SUPPLY	\$ 339.38
08/14/2020	ACH2859	KEETON'S OFFICE & ART SUPPLY	\$ 1,066.80
08/28/2020	ACH2901	KEETON'S OFFICE & ART SUPPLY	\$ 732.35
07/17/2020	38796	Knight Supply of Arcadia	\$ 409.42
08/14/2020	ACH2860	LLumin, INC	\$ 2,250.00
07/31/2020	38818	Locher Environmental LLC	\$ 68,579.00
07/17/2020	38797	LWR Town Center Association Inc	\$ 2,263.35
07/03/2020	ACH2729	M&M CONTRACTORS INC.	\$ 11,166.40
08/14/2020	ACH2861	M&M CONTRACTORS INC.	\$ 4,897.60
07/17/2020	ACH2774	MADER ELECTRIC, INC.	\$ 1,964.86
07/17/2020	38798	Manatee County Utilities Department	\$ 306.72
08/14/2020	38835	Manatee County Utilities Department	\$ 330.10
07/17/2020	ACH2775	MANSON BOLVES DONALDSON VARN, P.A.	\$ 14,540.00
08/28/2020	ACH2902	MANSON BOLVES DONALDSON VARN, P.A.	\$ 11,935.00
07/17/2020	ACH2776	Markay Consulting Group LLC	\$ 1,250.00
08/28/2020	ACH2903	Martin Septic Service INC	\$ 350.00
07/17/2020	38799	McCABE & ASSOCIATES	\$ 2,800.00
08/28/2020	ACH2904	MCMaster-CARR SUPPLY CO	\$ 1,439.96
07/31/2020	ACH2815	MICHAEL CHELL(V)	\$ 50.00
07/03/2020	ACH2730	MOCK ENGINEERING, INCORPORATED	\$ 431.46
07/03/2020	ACH2731	MSC INDUSTRIAL SUPPLY CO.	\$ 1,771.75
08/14/2020	ACH2862	MSC INDUSTRIAL SUPPLY CO.	\$ 1,054.14
08/28/2020	ACH2905	MSC INDUSTRIAL SUPPLY CO.	\$ 6,398.70
07/03/2020	ACH2732	NATIONAL BUSINESS FURNITURE, LLC	\$ 434.20
08/14/2020	ACH2863	NATIONAL BUSINESS FURNITURE, LLC	\$ 4,921.60
07/03/2020	ACH2733	Natural Resources LLC	\$ 59,792.32
07/17/2020	ACH2777	Natural Resources LLC	\$ 115,900.00
08/28/2020	ACH2906	Natural Resources LLC	\$ 90,556.69
07/17/2020	38800	NaturZone Pest Control	\$ 76.00
07/31/2020	38819	NaturZone Pest Control	\$ 60.00
08/14/2020	38836	NaturZone Pest Control	\$ 76.00
08/28/2020	ACH2907	PHENOVA, INC.	\$ 585.52
07/03/2020	ACH2734	Pitney Bowes- Lease	\$ 209.85
07/31/2020	ACH2816	PMC ENGINEERING LLC	\$ 1,360.16
07/25/2020	AUTO 063020	PNC Bank	\$ 93.85
08/25/2020	ACH08252020	PNC Bank	\$ 3,323.31
07/03/2020	ACH2735	Precision Gate & Security Inc	\$ 592.00
07/17/2020	ACH2778	Precision Gate & Security Inc	\$ 230.00
08/14/2020	ACH2864	Precision Gate & Security Inc	\$ 380.00
08/14/2020	ACH2865	PRO-CHEM INC.	\$ 1,036.60
07/03/2020	ACH2736	PROGRESSIVE WATER RESOURCES, LLC	\$ 16,125.50
07/17/2020	ACH2779	PROGRESSIVE WATER RESOURCES, LLC	\$ 2,160.00
08/14/2020	ACH2866	PROGRESSIVE WATER RESOURCES, LLC	\$ 70,839.00
08/28/2020	ACH2908	PROGRESSIVE WATER RESOURCES, LLC	\$ 7,203.75
08/28/2020	ACH2909	PUBLIC RISK INSURANCE AGENCY	\$ 214.00
07/17/2020	ACH2780	PURVIS GRAY & COMPANY	\$ 5,500.00
07/02/2020		QuickBooks Payroll Service	\$ 99,465.11
07/16/2020		QuickBooks Payroll Service	\$ 96,404.80
07/30/2020		QuickBooks Payroll Service	\$ 91,480.74
08/13/2020		QuickBooks Payroll Service	\$ 97,142.90
08/27/2020		QuickBooks Payroll Service	\$ 91,258.26

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: JULY & AUGUST 2020

Alphabetically by Vendor

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
07/31/2020	ACH2817	REXEL USA Inc.	\$ 9,361.07
08/14/2020	ACH2867	REXEL USA Inc.	\$ 2,357.54
07/17/2020	38801	RING POWER CORPORATION	\$ 533.61
07/17/2020	38802	ROGERS PETROLEUM, INC.	\$ 4,574.51
08/28/2020	38849	ROGERS PETROLEUM, INC.	\$ 4,010.71
07/17/2020	38803	SAM'S CLUB	\$ 118.91
07/31/2020	38820	SAM'S CLUB	\$ 220.26
08/14/2020	38837	SAM'S CLUB	\$ 87.43
07/17/2020	38804	SARASOTA COUNTY ENVIRONMENTAL UTILITIES	\$ 7,818.54
07/03/2020	38781	SARASOTA HERALD TRIBUNE	\$ 90.75
07/17/2020	38805	SARASOTA HERALD TRIBUNE	\$ 412.50
07/31/2020	38821	SARASOTA HERALD TRIBUNE	\$ 852.50
08/14/2020	38838	SARASOTA HERALD TRIBUNE	\$ 288.75
08/14/2020	ACH2868	SIMS CRANE & EQUIPMENT	\$ 1,476.00
07/03/2020	38782	SMITH RANCH & GARDEN, INC.	\$ 759.50
07/03/2020	ACH2737	SOUTHERN TANK AND PUMP	\$ 573.80
07/17/2020	ACH2781	SOUTHERN TANK AND PUMP	\$ 729.80
07/03/2020	ACH2738	SPX FLOW, INC.	\$ 10,325.00
08/28/2020	ACH2910	Stanley Access Technologies LLC	\$ 198.00
07/03/2020	ACH2739	STANTEC CONSULTING SERVICES	\$ 14,153.00
07/31/2020	ACH2818	STANTEC CONSULTING SERVICES	\$ 12,874.25
08/28/2020	ACH2911	STANTEC CONSULTING SERVICES	\$ 1,731.25
07/03/2020	ADBT7320	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 690.98
07/17/2020	ADBT71720	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 690.98
07/31/2020	ADBT73120	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 690.98
08/14/2020	ADBT081420	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 607.21
08/28/2020	ADBT082820	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 607.21
07/03/2020	ACH2740	SUNSHINE ACE HARDWARE	\$ 99.52
07/17/2020	ACH2782	SUNSHINE ACE HARDWARE	\$ 116.73
07/03/2020	ACH2741	SUNSHINE STATE ONE CALL OF FL, INC.	\$ 50.27
08/14/2020	ACH2869	SUNSHINE STATE ONE CALL OF FL, INC.	\$ 38.89
08/28/2020	ACH2912	SUNSHINE STATE ONE CALL OF FL, INC.	\$ 38.89
08/28/2020	ACH2913	TAMPA TRUCK CENTER LLC	\$ 95,273.00
08/14/2020	ACH2870	TEST GAUGE INC	\$ 282.66
07/31/2020	38822	THATCHER CHEMICAL OF FLORIDA	\$ 28,900.00
07/17/2020	ACH2783	THE LAKE DOCTORS, INC.	\$ 5,200.00
07/03/2020	38783	THE SUN	\$ 324.61
07/31/2020	38823	THE SUN	\$ 533.39
08/14/2020	38839	THE SUN	\$ 180.18
08/28/2020	38850	THE SUN	\$ 167.31
07/03/2020	38784	TIRE KINGDOM	\$ 719.31
07/17/2020	38806	TIRE KINGDOM	\$ 1,134.72
07/17/2020	ACH2784	TRANSCAT, INC.	\$ 1,279.79
07/17/2020	ACH2785	TRULY NOLEN BRANCH 079	\$ 258.00
07/17/2020	38807	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
08/14/2020	38840	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
07/03/2020	ACH2742	ULINE	\$ 625.05
08/28/2020	ACH2914	ULINE	\$ 194.72
07/03/2020	38785	Under Pressure Washing LLC	\$ 1,195.00
07/03/2020	DBT070320	United States Treasury	\$ 34,617.50
07/17/2020	DBT071720	United States Treasury	\$ 32,871.50
07/31/2020	DBT073120	United States Treasury	\$ 29,905.14
08/14/2020	DBT081420	United States Treasury	\$ 32,552.32
08/28/2020	DBT082820	United States Treasury	\$ 29,712.20
07/03/2020	ACH2743	UPS	\$ 48.45
07/17/2020	ACH2786	UPS	\$ 102.03
07/31/2020	ACH2819	UPS	\$ 31.49
08/14/2020	ACH2871	UPS	\$ 39.51
08/28/2020	ACH2915	UPS	\$ 299.82
07/31/2020	ACH2820	US Plastic Corp	\$ 594.91

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: JULY & AUGUST 2020

Alphabetically by Vendor

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
07/17/2020	ACH2787	USA Bluebook	\$ 1,049.03
08/14/2020	ACH2872	USA Bluebook	\$ 33.26
08/28/2020	ACH2916	USA Bluebook	\$ 2,796.88
07/03/2020	DBT732020	Valic	\$ 9,067.51
07/17/2020	dbt071720	Valic	\$ 8,959.49
07/31/2020	DBT73120	Valic	\$ 8,924.65
08/14/2020	DBT8142020	Valic	\$ 8,960.40
08/28/2020	dbt082820	Valic	\$ 8,868.51
07/31/2020	ACH2821	VANASSE HANGEN BRUSTLIN, INC	\$ 13,876.13
08/28/2020	ACH2917	VANASSE HANGEN BRUSTLIN, INC	\$ 5,087.87
07/03/2020	38786	VERIZON WIRELESS	\$ 72.14
07/31/2020	38824	VERIZON WIRELESS	\$ 99.02
08/28/2020	38851	VERIZON WIRELESS	\$ 98.40
07/17/2020	ACH2788	VOYAGER FLEET SYSTEMS, INC.	\$ 2,629.66
08/14/2020	ACH2873	VOYAGER FLEET SYSTEMS, INC.	\$ 2,439.73
08/28/2020	38852	WINDEMULLER TECHNICAL SERVICES	\$ 7,230.00
07/03/2020	38787	WM F. McDonough Plumbing Inc	\$ 256.00
07/17/2020	38808	WOMACK SANITATION INC.	\$ 750.00
08/14/2020	38841	WOMACK SANITATION INC.	\$ 1,202.00
Total			\$ 4,239,008.40

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: JULY & AUGUST 2020

By Amount Largest to Smallest

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
07/17/2020	ACH2755	CHARLOTTE COUNTY UTILITIES	\$ 164,694.84
08/14/2020	ACH2840	CHARLOTTE COUNTY UTILITIES	\$ 164,694.84
08/28/2020	38847	FLORIDA POWER & LIGHT COMPANY	\$ 138,972.54
07/31/2020	38815	FLORIDA POWER & LIGHT COMPANY	\$ 117,607.82
07/17/2020	ACH2777	Natural Resources LLC	\$ 115,900.00
07/17/2020	ACH2754	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 100,878.61
08/14/2020	ACH2839	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 99,831.71
07/02/2020		QuickBooks Payroll Service	\$ 99,465.11
08/13/2020		QuickBooks Payroll Service	\$ 97,142.90
07/16/2020		QuickBooks Payroll Service	\$ 96,404.80
07/31/2020	ACH2799	CarbPure Technologies LLC	\$ 96,079.80
08/28/2020	ACH2881	CarbPure Technologies LLC	\$ 95,827.00
08/28/2020	ACH2913	TAMPA TRUCK CENTER LLC	\$ 95,273.00
07/30/2020		QuickBooks Payroll Service	\$ 91,480.74
08/27/2020		QuickBooks Payroll Service	\$ 91,258.26
08/28/2020	ACH2906	Natural Resources LLC	\$ 90,556.69
08/14/2020	38827	CenState Contractors INC	\$ 89,501.63
07/03/2020	38788	FLORIDA POWER & LIGHT COMPANY	\$ 75,886.49
07/17/2020	ACH2752	CarbPure Technologies LLC	\$ 72,458.80
07/03/2020	ACH2718	CarbPure Technologies LLC	\$ 71,969.00
08/14/2020	ACH2834	CarbPure Technologies LLC	\$ 71,305.40
08/14/2020	ACH2866	PROGRESSIVE WATER RESOURCES, LLC	\$ 70,839.00
07/31/2020	38818	Locher Environmental LLC	\$ 68,579.00
07/17/2020	ACH2759	DESOTO COUNTY (V)	\$ 66,333.33
08/14/2020	ACH2845	DESOTO COUNTY (V)	\$ 66,333.33
07/31/2020	ACH2798	C & S CHEMICALS INC.	\$ 65,405.72
07/03/2020	ACH2733	Natural Resources LLC	\$ 59,792.32
08/14/2020	ACH2833	C & S CHEMICALS INC.	\$ 59,748.76
07/31/2020	dbt073120	FLORIDA DIVISION OF RETIREMENT	\$ 58,719.02
07/03/2020	ACH2717	C & S CHEMICALS INC.	\$ 57,597.32
07/17/2020	ACH2751	C & S CHEMICALS INC.	\$ 50,044.35
08/28/2020	ACH2880	C & S CHEMICALS INC.	\$ 49,977.89
08/14/2020	ACH2832	Brenntag Mid-South Inc	\$ 44,006.28
07/17/2020	ACH2767	HALFACRE CONSTRUCTION COMPANY	\$ 43,891.75
07/17/2020	ACH2750	Brenntag Mid-South Inc	\$ 43,681.46
07/31/2020	ACH2805	CROM ENGINEERING & CONSTRUCTION SVC	\$ 40,688.00
08/28/2020	DBT8282020	FLORIDA DIVISION OF RETIREMENT	\$ 38,457.29
07/03/2020	DBT070320	United States Treasury	\$ 34,617.50
07/31/2020	ACH2811	HVMI, LLC	\$ 34,166.60
07/17/2020	DBT071720	United States Treasury	\$ 32,871.50
08/14/2020	DBT081420	United States Treasury	\$ 32,552.32
07/17/2020	ACH2746	Barney's Pumps, Inc.	\$ 31,990.00
07/31/2020	DBT073120	United States Treasury	\$ 29,905.14
08/28/2020	DBT082820	United States Treasury	\$ 29,712.20
08/28/2020	ACH2879	Brenntag Mid-South Inc	\$ 29,473.40
08/14/2020	ACH2856	HVMI, LLC	\$ 29,414.60
07/31/2020	38822	THATCHER CHEMICAL OF FLORIDA	\$ 28,900.00
08/14/2020	ACH2823	AIR CENTERS-FLORIDA	\$ 27,453.37
07/31/2020	38816	FLORIDA VALVE & EQUIPMENT, LLC	\$ 24,822.00
07/03/2020	ACH2716	Brenntag Mid-South Inc	\$ 21,839.24
07/31/2020	ACH2797	Brenntag Mid-South Inc	\$ 21,836.26
08/14/2020	38834	KED GROUP INC.	\$ 18,934.00
07/17/2020	ACH2744	ALLIED UNIVERSAL CORP.	\$ 18,643.02
08/28/2020	ACH2876	ALLIED UNIVERSAL CORP.	\$ 17,940.98
07/03/2020	ACH2736	PROGRESSIVE WATER RESOURCES, LLC	\$ 16,125.50
08/14/2020	ACH2838	CH2M HILL ENGINEERS INC.	\$ 14,990.00
07/17/2020	ACH2775	MANSON BOLVES DONALDSON VARN, P.A.	\$ 14,540.00
07/03/2020	ACH2739	STANTEC CONSULTING SERVICES	\$ 14,153.00
07/31/2020	ACH2821	VANASSE HANGEN BRUSTLIN, INC	\$ 13,876.13
07/03/2020	ACH2725	J. H. HAM ENGINEERING INC.	\$ 13,772.48

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: JULY & AUGUST 2020

By Amount Largest to Smallest

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
08/28/2020	38845	D. M. CONSTRUCTION CORP.	\$ 13,763.15
07/03/2020	ACH2713	ALLIED UNIVERSAL CORP.	\$ 13,238.43
07/31/2020	ACH2818	STANTEC CONSULTING SERVICES	\$ 12,874.25
08/14/2020	ACH2827	ALLIED UNIVERSAL CORP.	\$ 12,649.89
07/03/2020	38776	D. M. CONSTRUCTION CORP.	\$ 12,646.14
07/31/2020	38811	D. M. CONSTRUCTION CORP.	\$ 12,351.25
07/31/2020	ACH2813	JOHNSON ENGINEERING, INC.	\$ 12,053.75
08/28/2020	ACH2902	MANSON BOLVES DONALDSON VARN, P.A.	\$ 11,935.00
07/31/2020	ACH2796	BLACK & VEATCH	\$ 11,821.00
07/03/2020	ACH2729	M&M CONTRACTORS INC.	\$ 11,166.40
07/03/2020	ACH2738	SPX FLOW, INC.	\$ 10,325.00
07/31/2020	ACH2792	ALLIED UNIVERSAL CORP.	\$ 10,137.39
07/17/2020	ACH2770	J. H. HAM ENGINEERING INC.	\$ 10,049.89
07/31/2020	ACH2817	REXEL USA Inc.	\$ 9,361.07
08/28/2020	ACH2893	FLUID CONTROL SPECIALTIES, INC.	\$ 9,082.00
07/03/2020	DBT732020	Valic	\$ 9,067.51
08/14/2020	DBT8142020	Valic	\$ 8,960.40
07/17/2020	dbt071720	Valic	\$ 8,959.49
07/31/2020	DBT73120	Valic	\$ 8,924.65
07/03/2020	38775	CH2M HILL ENGINEERS INC.	\$ 8,910.00
08/28/2020	dbt082820	Valic	\$ 8,868.51
07/17/2020	ACH2761	EARTH BALANCE	\$ 8,467.25
08/28/2020	ACH2895	HDR ENGINEERING INC.	\$ 8,176.64
07/17/2020	38804	SARASOTA COUNTY ENVIRONMENTAL UTILITIES	\$ 7,818.54
08/14/2020	ACH2843	CORONADO LAWN SERVICE OF FL	\$ 7,742.50
08/14/2020	38832	HAZEN AND SAWYER	\$ 7,540.00
07/03/2020	ACH2721	EARTH BALANCE	\$ 7,527.62
08/28/2020	ACH2878	BENCHMARK ENVIROANALYTICAL INC	\$ 7,524.94
08/28/2020	38852	WINDEMULLER TECHNICAL SERVICES	\$ 7,230.00
08/28/2020	ACH2908	PROGRESSIVE WATER RESOURCES, LLC	\$ 7,203.75
07/17/2020	ACH2772	JANICKI ENVIRONMENTAL, INC.	\$ 7,095.00
08/14/2020	ACH2822	AECOM TECHNICAL SERVICES, INC.	\$ 6,835.00
08/14/2020	ACH2855	Hach Company	\$ 6,603.91
07/17/2020	38793	HAZEN AND SAWYER	\$ 6,482.60
08/28/2020	ACH2905	MSC INDUSTRIAL SUPPLY CO.	\$ 6,398.70
08/28/2020	ACH2889	EARTH BALANCE	\$ 6,385.00
07/31/2020	38814	FLORIDA DEPT OF ENVIRONMENTAL PROT	\$ 6,000.00
07/17/2020	ACH2762	Entech	\$ 5,953.57
08/14/2020	ACH2850	Entech	\$ 5,938.90
07/31/2020	ACH2793	ANIXTER INC.	\$ 5,844.19
07/31/2020	ACH2804	CORONADO LAWN SERVICE OF FL	\$ 5,830.00
08/28/2020	ACH2886	CHARLOTTE COUNTY BCC - LANDFILL	\$ 5,576.27
07/17/2020	ACH2780	PURVIS GRAY & COMPANY	\$ 5,500.00
07/17/2020	ACH2745	ANIXTER INC.	\$ 5,483.22
07/17/2020	38795	KED GROUP INC.	\$ 5,382.00
07/03/2020	ACH2727	JESSICA BENSON (V)	\$ 5,368.42
08/28/2020	ACH2874	Air Mechanical & Service Corp.	\$ 5,294.14
07/17/2020	ACH2783	THE LAKE DOCTORS, INC.	\$ 5,200.00
07/03/2020	ACH2724	Hudson Pump	\$ 5,198.00
07/03/2020	ACH2720	CHARLOTTE COUNTY BCC - LANDFILL	\$ 5,123.73
08/28/2020	ACH2917	VANASSE HANGEN BRUSTLIN, INC	\$ 5,087.87
08/14/2020	38825	APPLIED DRILLING ENGINEERING, INC.	\$ 5,010.00
08/14/2020	ACH2863	NATIONAL BUSINESS FURNITURE, LLC	\$ 4,921.60
08/14/2020	ACH2861	M&M CONTRACTORS INC.	\$ 4,897.60
07/03/2020	ACH2705	ADVANTAGE COMMUNICATIONS, INC.	\$ 4,875.00
07/31/2020	ACH2802	CHARLOTTE COUNTY BCC - LANDFILL	\$ 4,771.24
07/17/2020	38802	ROGERS PETROLEUM, INC.	\$ 4,574.51
08/28/2020	ACH2899	JESSICA BENSON (V)	\$ 4,262.89
07/17/2020	ACH2760	DIANE R. SALZ	\$ 4,250.00
08/14/2020	ACH2846	DIANE R. SALZ	\$ 4,250.00

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: JULY & AUGUST 2020

By Amount Largest to Smallest

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
08/28/2020	38842	AMAZON	\$ 4,207.94
07/03/2020	ACH2715	BENCHMARK ENVIROANALYTICAL INC	\$ 4,030.00
08/28/2020	38849	ROGERS PETROLEUM, INC.	\$ 4,010.71
08/28/2020	38848	Integrated Fire & Security Solutions, Inc	\$ 3,951.00
07/31/2020	38809	AMAZON	\$ 3,563.68
08/28/2020	ACH2892	Flotech, INC	\$ 3,397.01
07/17/2020	ACH2747	BATTERIES PLUS BULBS #451	\$ 3,360.50
08/25/2020	ACH08252020	PNC Bank	\$ 3,323.31
07/03/2020	ACH2706	AECOM TECHNICAL SERVICES, INC.	\$ 3,194.50
08/14/2020	ACH2828	ANIXTER INC.	\$ 3,184.89
08/14/2020	ACH2825	AIRGAS SPECIALTY PRODUCTS	\$ 3,117.42
07/17/2020	ACH2757	CORONADO LAWN SERVICE OF FL	\$ 3,095.00
07/03/2020	ACH2709	AIRGAS SPECIALTY PRODUCTS	\$ 3,070.41
07/31/2020	ACH2808	Fisher Scientific	\$ 3,061.91
07/03/2020	ACH2723	Hach Company	\$ 3,033.32
07/31/2020	ACH2790	AIRGAS SPECIALTY PRODUCTS	\$ 3,028.61
07/17/2020	ACH2768	Hilltop Securities	\$ 3,000.00
08/14/2020	ACH2857	J. H. HAM ENGINEERING INC.	\$ 2,966.85
08/28/2020	ACH2890	ENDRESS+HAUSER, INC.	\$ 2,893.80
08/28/2020	ACH2900	JOHNSON ENGINEERING, INC.	\$ 2,842.50
07/17/2020	38791	CENTURYLINK	\$ 2,820.05
07/17/2020	38799	McCABE & ASSOCIATES	\$ 2,800.00
08/28/2020	ACH2916	USA Bluebook	\$ 2,796.88
07/03/2020	ACH2704	Advanced Overhead Systems	\$ 2,680.20
07/17/2020	ACH2788	VOYAGER FLEET SYSTEMS, INC.	\$ 2,629.66
07/03/2020	38777	DELL MARKETING L.P.	\$ 2,510.99
08/14/2020	ACH2873	VOYAGER FLEET SYSTEMS, INC.	\$ 2,439.73
08/14/2020	ACH2835	CED - Port Charlotte	\$ 2,401.47
08/14/2020	ACH2867	REXEL USA Inc.	\$ 2,357.54
08/14/2020	ACH2826	ALFA LAVAL INC.	\$ 2,331.83
07/17/2020	ACH2764	Fisher Scientific	\$ 2,331.50
07/03/2020	ACH2722	Fisher Scientific	\$ 2,306.73
07/17/2020	ACH2766	Hach Company	\$ 2,282.46
07/17/2020	38797	LWR Town Center Association Inc	\$ 2,263.35
08/14/2020	ACH2860	LLumin, INC	\$ 2,250.00
07/03/2020	ACH2711	ALFA LAVAL INC.	\$ 2,247.80
08/14/2020	ACH2848	EARTH BALANCE	\$ 2,209.27
07/17/2020	ACH2779	PROGRESSIVE WATER RESOURCES, LLC	\$ 2,160.00
07/03/2020	38772	AMAZON	\$ 2,098.48
08/14/2020	38831	FSAWWA	\$ 2,000.00
07/31/2020	ACH2810	Hach Company	\$ 1,967.63
07/17/2020	ACH2774	MADER ELECTRIC, INC.	\$ 1,964.86
08/28/2020	ACH2877	ANIXTER INC.	\$ 1,955.16
07/03/2020	38778	DEX IMAGING	\$ 1,816.66
07/03/2020	ACH2731	MSC INDUSTRIAL SUPPLY CO.	\$ 1,771.75
08/28/2020	ACH2911	STANTEC CONSULTING SERVICES	\$ 1,731.25
08/14/2020	ACH2854	GRAY MATTER SYSTEMS INC.	\$ 1,670.76
08/14/2020	38830	DESOTO COUNTY WATER UTILITY	\$ 1,606.59
08/28/2020	ACH2885	CenturyLink-6358	\$ 1,583.69
07/03/2020	ACH2712	ALLIED ELECTRONICS, INC.	\$ 1,551.80
08/28/2020	ACH2896	Hudson Pump	\$ 1,505.60
08/28/2020	ACH2898	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 1,495.00
08/14/2020	ACH2868	SIMS CRANE & EQUIPMENT	\$ 1,476.00
07/31/2020	ACH2789	Air Mechanical & Service Corp.	\$ 1,466.00
08/14/2020	ACH2837	CenturyLink-6358	\$ 1,461.45
07/17/2020	ACH2753	CED - Port Charlotte	\$ 1,458.63
08/28/2020	ACH2904	MCMaster-CARR SUPPLY CO	\$ 1,439.96
07/03/2020	ACH2708	Air Mechanical & Service Corp.	\$ 1,389.28
08/14/2020	ACH2849	ENDRESS+HAUSER, INC.	\$ 1,366.40
07/31/2020	ACH2816	PMC ENGINEERING LLC	\$ 1,360.16

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: JULY & AUGUST 2020

By Amount Largest to Smallest

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
07/17/2020	ACH2784	TRANSCAT, INC.	\$ 1,279.79
08/28/2020	ACH2897	IDEXX DISTRIBUTION INC	\$ 1,267.95
07/17/2020	ACH2763	EUROFINS EATON ANALYTICAL, LLC	\$ 1,263.00
07/17/2020	ACH2776	Markay Consulting Group LLC	\$ 1,250.00
07/03/2020	ACH2714	ANIXTER INC.	\$ 1,243.74
08/14/2020	38841	WOMACK SANITATION INC.	\$ 1,202.00
07/03/2020	38785	Under Pressure Washing LLC	\$ 1,195.00
07/17/2020	38806	TIRE KINGDOM	\$ 1,134.72
07/03/2020	ACH2707	Agilent Technologies Inc	\$ 1,103.30
08/14/2020	ACH2859	KEETON'S OFFICE & ART SUPPLY	\$ 1,066.80
08/14/2020	ACH2862	MSC INDUSTRIAL SUPPLY CO.	\$ 1,054.14
07/17/2020	38807	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
08/14/2020	38840	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
07/17/2020	ACH2787	USA Bluebook	\$ 1,049.03
08/14/2020	ACH2865	PRO-CHEM INC.	\$ 1,036.60
08/28/2020	ACH2891	Fisher Scientific	\$ 1,027.73
08/28/2020	ACH2888	CLEAVELAND/PRICE INC.	\$ 907.32
07/31/2020	ACH2806	EARTH BALANCE	\$ 900.00
07/31/2020	ACH2794	BATTERIES PLUS BULBS #451	\$ 895.95
08/14/2020	ACH2830	BENCHMARK ENVIROANALYTICAL INC	\$ 895.68
07/31/2020	38821	SARASOTA HERALD TRIBUNE	\$ 852.50
08/28/2020	38843	AWWA	\$ 850.00
07/31/2020	ACH2800	CED - Port Charlotte	\$ 803.13
07/03/2020	38782	SMITH RANCH & GARDEN, INC.	\$ 759.50
07/17/2020	38808	WOMACK SANITATION INC.	\$ 750.00
08/28/2020	ACH2901	KEETON'S OFFICE & ART SUPPLY	\$ 732.35
07/17/2020	ACH2781	SOUTHERN TANK AND PUMP	\$ 729.80
07/03/2020	38784	TIRE KINGDOM	\$ 719.31
07/17/2020	ACH2773	KEETON'S OFFICE & ART SUPPLY	\$ 704.35
07/03/2020	ADBT7320	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 690.98
07/17/2020	ADBT71720	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 690.98
07/31/2020	ADBT73120	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 690.98
07/03/2020	ACH2742	ULINE	\$ 625.05
08/14/2020	ADBT081420	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 607.21
08/28/2020	ADBT082820	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 607.21
08/28/2020	ACH2894	Hach Company	\$ 597.55
07/31/2020	ACH2820	US Plastic Corp	\$ 594.91
07/03/2020	ACH2735	Precision Gate & Security Inc	\$ 592.00
08/28/2020	ACH2907	PHENOVA, INC.	\$ 585.52
07/03/2020	ACH2737	SOUTHERN TANK AND PUMP	\$ 573.80
07/17/2020	38801	RING POWER CORPORATION	\$ 533.61
07/31/2020	38823	THE SUN	\$ 533.39
08/28/2020	ACH2883	CENTURYLINK	\$ 523.51
07/03/2020	ACH2726	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 495.00
07/31/2020	ACH2812	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 495.00
07/31/2020	ACH2795	BENCHMARK ENVIROANALYTICAL INC	\$ 470.42
08/28/2020	ACH2887	CINTAS FIRE 636525	\$ 450.00
08/14/2020	ACH2841	CINTAS	\$ 442.96
07/03/2020	ACH2732	NATIONAL BUSINESS FURNITURE, LLC	\$ 434.20
07/03/2020	ACH2730	MOCK ENGINEERING, INCORPORATED	\$ 431.46
07/17/2020	38805	SARASOTA HERALD TRIBUNE	\$ 412.50
07/17/2020	38796	Knight Supply of Arcadia	\$ 409.42
08/14/2020	ACH2852	FEL-FT.MYERS WATERWORKS #127	\$ 390.07
07/31/2020	ACH2801	CENTURYLINK	\$ 389.26
08/28/2020	ACH2884	CENTURYLINK-14971	\$ 389.07
08/14/2020	ACH2864	Precision Gate & Security Inc	\$ 380.00
08/14/2020	38829	DESOTO CO CHAMBER OF COMMERCE	\$ 375.00
08/28/2020	38846	DMS-FINANCIAL MGMT SERVICES	\$ 365.73
07/03/2020	38779	DMS-FINANCIAL MGMT SERVICES	\$ 362.05
07/31/2020	38813	DMS-FINANCIAL MGMT SERVICES	\$ 362.03

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: JULY & AUGUST 2020

By Amount Largest to Smallest

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
08/14/2020	ACH2836	CENTURYLINK	\$ 351.60
08/28/2020	ACH2903	Martin Septic Service INC	\$ 350.00
07/31/2020	ACH2809	Flotech, INC	\$ 349.34
07/31/2020	ACH2814	KEETON'S OFFICE & ART SUPPLY	\$ 339.38
07/31/2020	ACH2807	FEL-FT.MYERS WATERWORKS #127	\$ 332.29
07/03/2020	ACH2719	CED - Port Charlotte	\$ 330.68
08/14/2020	38835	Manatee County Utilities Department	\$ 330.10
07/17/2020	ACH2756	CINTAS	\$ 325.25
07/03/2020	38783	THE SUN	\$ 324.61
07/17/2020	38794	HOME DEPOT	\$ 323.65
07/17/2020	ACH2748	BENCHMARK ENVIROANALYTICAL INC	\$ 313.42
07/17/2020	38798	Manatee County Utilities Department	\$ 306.72
07/17/2020	ACH2749	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 306.25
08/14/2020	ACH2831	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 306.25
07/17/2020	ACH2769	INSTRUMENT & VALVE SERVICES COMPANY	\$ 300.00
08/28/2020	ACH2915	UPS	\$ 299.82
07/17/2020	38792	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 298.49
08/14/2020	38838	SARASOTA HERALD TRIBUNE	\$ 288.75
07/03/2020	ACH2728	KEETON'S OFFICE & ART SUPPLY	\$ 285.07
08/14/2020	ACH2870	TEST GAUGE INC	\$ 282.66
07/03/2020	38773	Bates Flags & Flagpoles	\$ 273.50
07/17/2020	ACH2785	TRULY NOLEN BRANCH 079	\$ 258.00
07/03/2020	38787	WM F. McDonough Plumbing Inc	\$ 256.00
07/17/2020	ACH2771	JAN-PRO OF MANASOTA	\$ 249.00
08/14/2020	ACH2858	JAN-PRO OF MANASOTA	\$ 249.00
08/14/2020	ACH2853	FRONTIER COMMUNICATIONS	\$ 245.65
07/31/2020	38810	AWWA	\$ 245.00
07/17/2020	ACH2778	Precision Gate & Security Inc	\$ 230.00
07/17/2020	ACH2765	FRONTIER COMMUNICATIONS	\$ 220.98
07/31/2020	38820	SAM'S CLUB	\$ 220.26
08/28/2020	ACH2909	PUBLIC RISK INSURANCE AGENCY	\$ 214.00
08/14/2020	ACH2824	Air Mechanical & Service Corp.	\$ 213.28
07/17/2020	ACH2758	CULLIGAN WATER of Sarasota	\$ 211.58
08/14/2020	ACH2844	CULLIGAN WATER of Sarasota	\$ 211.58
07/03/2020	ACH2734	Pitney Bowes- Lease	\$ 209.85
08/28/2020	ACH2910	Stanley Access Technologies LLC	\$ 198.00
08/28/2020	ACH2914	ULINE	\$ 194.72
07/03/2020	38780	HOME DEPOT	\$ 188.51
08/28/2020	ACH2882	CED - Port Charlotte	\$ 186.71
08/14/2020	ACH2829	ATIS Elevator Inspections, LLC	\$ 185.00
08/14/2020	38839	THE SUN	\$ 180.18
08/28/2020	38850	THE SUN	\$ 167.31
08/14/2020	38833	HOME DEPOT	\$ 157.38
07/31/2020	ACH2803	Commerical Fire & Communications	\$ 150.00
08/14/2020	ACH2847	DONALD MORTON (V)	\$ 150.00
08/14/2020	ACH2851	ENVIRONMENTAL EXPRESS INC.	\$ 134.00
07/17/2020	38803	SAM'S CLUB	\$ 118.91
07/17/2020	ACH2782	SUNSHINE ACE HARDWARE	\$ 116.73
07/17/2020	ACH2786	UPS	\$ 102.03
07/03/2020	ACH2740	SUNSHINE ACE HARDWARE	\$ 99.52
07/31/2020	38824	VERIZON WIRELESS	\$ 99.02
08/28/2020	38851	VERIZON WIRELESS	\$ 98.40
08/14/2020	38828	Certain Services INC	\$ 96.40
07/25/2020	AUTO 063020	PNC Bank	\$ 93.85
07/31/2020	38817	HOME DEPOT	\$ 91.94
07/03/2020	38781	SARASOTA HERALD TRIBUNE	\$ 90.75
08/14/2020	38837	SAM'S CLUB	\$ 87.43
07/17/2020	38800	NaturZone Pest Control	\$ 76.00
08/14/2020	38836	NaturZone Pest Control	\$ 76.00
07/03/2020	38786	VERIZON WIRELESS	\$ 72.14

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: JULY & AUGUST 2020

By Amount Largest to Smallest

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
07/03/2020	ACH2710	AIRGAS USA, LLC	\$ 63.55
08/28/2020	ACH2875	AIRGAS USA, LLC	\$ 63.55
07/31/2020	ACH2791	AIRGAS USA, LLC	\$ 62.23
08/14/2020	38826	Braden River Utilities, LLC	\$ 60.57
07/31/2020	38819	NaturZone Pest Control	\$ 60.00
08/14/2020	ACH2842	COLE-PARMER INSTRUMENT CO.	\$ 54.59
07/03/2020	ACH2741	SUNSHINE STATE ONE CALL OF FL, INC.	\$ 50.27
07/31/2020	ACH2815	MICHAEL CHELL(V)	\$ 50.00
07/03/2020	ACH2743	UPS	\$ 48.45
08/14/2020	ACH2871	UPS	\$ 39.51
08/14/2020	ACH2869	SUNSHINE STATE ONE CALL OF FL, INC.	\$ 38.89
08/28/2020	ACH2912	SUNSHINE STATE ONE CALL OF FL, INC.	\$ 38.89
08/14/2020	ACH2872	USA Bluebook	\$ 33.26
07/31/2020	ACH2819	UPS	\$ 31.49
08/28/2020	38844	BILL'S BOTTLED WATER SERVICE	\$ 27.00
07/17/2020	38790	Braden River Utilities, LLC	\$ 24.32
07/17/2020	38789	BILL'S BOTTLED WATER SERVICE	\$ 21.75
07/03/2020	38774	BILL'S BOTTLED WATER SERVICE	\$ 16.50
07/31/2020	38812	DEX IMAGING	\$ 7.00
Total			\$ 4,239,008.40

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: JULY & AUGUST 2020**

CONSTRUCTION CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
07/03/2020	CACH112	AECOM TECHNICAL SERVICES, INC.	\$ 6,748.00
07/03/2020	CACH113	EARTH BALANCE	\$ 1,845.00
07/03/2020	CACH114	Reynolds Construction LLC	\$ 583,760.30
07/17/2020	CACH115	KING ENGINEERING ASSOCIATES INC - CIP	\$ 93,860.64
07/17/2020	CACH116	Reynolds Construction LLC	\$ 236,902.62
07/31/2020	CACH117	Corporate Interiors, Inc	\$ 46,156.06
07/31/2020	CACH118	GARNEY CONSTRUCTION	\$ 384,070.72
07/31/2020	CACH119	L. Cobb Construction, Inc	\$ 272,930.73
07/31/2020	CACH120	TKW CONSULTING ENGINEERS, INC.	\$ 17,700.00
07/31/2020	2771	HOME DEPOT	\$ 1,538.23
08/14/2020	CACH121	AECOM TECHNICAL SERVICES, INC.	\$ 8,754.00
08/14/2020	CACH122	GARNEY CONSTRUCTION	\$ 1,615,356.59
08/14/2020	CACH123	KING ENGINEERING ASSOCIATES INC - CIP	\$ 125,269.29
08/14/2020	CACH124	MCMASTER-CARR SUPPLY CO	\$ 4,543.71
08/14/2020	CACH125	MOCK ENGINEERING, INCORPORATED	\$ 7,790.00
08/14/2020	CACH126	MSC INDUSTRIAL SUPPLY CO.	\$ 1,762.50
08/14/2020	CACH127	PORT CHARLOTTE LOCK AND KEY	\$ 2,610.00
08/14/2020	CACH128	Reynolds Construction LLC	\$ 61,220.00
08/28/2020	CACH129	AECOM TECHNICAL SERVICES, INC.	\$ 2,201.40
08/28/2020	CACH130	CED - Port Charlotte	\$ 1,056.85
08/28/2020	CACH131	GARNEY CONSTRUCTION	\$ 1,202,133.22
08/28/2020	CACH132	KING ENGINEERING ASSOCIATES INC - CIP	\$ 80,267.95
08/28/2020	CACH133	NATIONAL BUSINESS FURNITURE, LLC	\$ 698.30
08/28/2020	CACH134	Reynolds Construction LLC	\$ 81,330.96
08/28/2020	CACH135	TKW CONSULTING ENGINEERS, INC.	\$ 16,337.50
Total			\$ 4,856,844.57

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**CHECK REGISTER: JULY & AUGUST 2020****Alphabetically by Vendor****CONSTRUCTION CHECKING (PNC)**

Date	Document Number	Payee Name / Description	Amount
07/03/2020	CACH112	AECOM TECHNICAL SERVICES, INC.	\$ 6,748.00
08/14/2020	CACH121	AECOM TECHNICAL SERVICES, INC.	\$ 8,754.00
08/28/2020	CACH129	AECOM TECHNICAL SERVICES, INC.	\$ 2,201.40
08/28/2020	CACH130	CED - Port Charlotte	\$ 1,056.85
07/31/2020	CACH117	Corporate Interiors, Inc	\$ 46,156.06
07/03/2020	CACH113	EARTH BALANCE	\$ 1,845.00
07/31/2020	CACH118	GARNEY CONSTRUCTION	\$ 384,070.72
08/14/2020	CACH122	GARNEY CONSTRUCTION	\$ 1,615,356.59
08/28/2020	CACH131	GARNEY CONSTRUCTION	\$ 1,202,133.22
07/31/2020	2771	HOME DEPOT	\$ 1,538.23
07/17/2020	CACH115	KING ENGINEERING ASSOCIATES INC - CIP	\$ 93,860.64
08/14/2020	CACH123	KING ENGINEERING ASSOCIATES INC - CIP	\$ 125,269.29
08/28/2020	CACH132	KING ENGINEERING ASSOCIATES INC - CIP	\$ 80,267.95
07/31/2020	CACH119	L. Cobb Construction, Inc	\$ 272,930.73
08/14/2020	CACH124	MCMASTER-CARR SUPPLY CO	\$ 4,543.71
08/14/2020	CACH125	MOCK ENGINEERING, INCORPORATED	\$ 7,790.00
08/14/2020	CACH126	MSC INDUSTRIAL SUPPLY CO.	\$ 1,762.50
08/28/2020	CACH133	NATIONAL BUSINESS FURNITURE, LLC	\$ 698.30
08/14/2020	CACH127	PORT CHARLOTTE LOCK AND KEY	\$ 2,610.00
07/03/2020	CACH114	Reynolds Construction LLC	\$ 583,760.30
07/17/2020	CACH116	Reynolds Construction LLC	\$ 236,902.62
08/14/2020	CACH128	Reynolds Construction LLC	\$ 61,220.00
08/28/2020	CACH134	Reynolds Construction LLC	\$ 81,330.96
07/31/2020	CACH120	TKW CONSULTING ENGINEERS, INC.	\$ 17,700.00
08/28/2020	CACH135	TKW CONSULTING ENGINEERS, INC.	\$ 16,337.50
Total			\$ 4,856,844.57

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**CHECK REGISTER: JULY & AUGUST 2020****By Amount Largest to Smallest****CONSTRUCTION CHECKING (PNC)**

Date	Document Number	Payee Name / Description	Amount
08/14/2020	CACH122	GARNEY CONSTRUCTION	\$ 1,615,356.59
08/28/2020	CACH131	GARNEY CONSTRUCTION	\$ 1,202,133.22
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07/17/2020	CACH116	Reynolds Construction LLC	\$ 236,902.62
08/14/2020	CACH123	KING ENGINEERING ASSOCIATES INC - CIP	\$ 125,269.29
07/17/2020	CACH115	KING ENGINEERING ASSOCIATES INC - CIP	\$ 93,860.64
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07/31/2020	CACH120	TKW CONSULTING ENGINEERS, INC.	\$ 17,700.00
08/28/2020	CACH135	TKW CONSULTING ENGINEERS, INC.	\$ 16,337.50
08/14/2020	CACH121	AECOM TECHNICAL SERVICES, INC.	\$ 8,754.00
08/14/2020	CACH125	MOCK ENGINEERING, INCORPORATED	\$ 7,790.00
07/03/2020	CACH112	AECOM TECHNICAL SERVICES, INC.	\$ 6,748.00
08/14/2020	CACH124	MCMASTER-CARR SUPPLY CO	\$ 4,543.71
08/14/2020	CACH127	PORT CHARLOTTE LOCK AND KEY	\$ 2,610.00
08/28/2020	CACH129	AECOM TECHNICAL SERVICES, INC.	\$ 2,201.40
07/03/2020	CACH113	EARTH BALANCE	\$ 1,845.00
08/14/2020	CACH126	MSC INDUSTRIAL SUPPLY CO.	\$ 1,762.50
07/31/2020	2771	HOME DEPOT	\$ 1,538.23
08/28/2020	CACH130	CED - Port Charlotte	\$ 1,056.85
08/28/2020	CACH133	NATIONAL BUSINESS FURNITURE, LLC	\$ 698.30
Total			\$ 4,856,844.57

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
September 30, 2020***

**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: September 30, 2020

Prepared by: Ford Ritz, P.E., Project Engineer

The following information summarizes the project description and current status. (see attached conceptual pipe route map).

Project Description

The Phase 1 Interconnect will provide a plant-to-plant connection between the Peace River Facility in DeSoto County with the Punta Gorda Shell Creek Water Treatment Plant in Charlotte County. The project will support the City in meeting drinking water quality requirements through blending with regional supply, provide back-up water supply to the DeSoto County system, and improve regional and local water supply system reliability. The Phase 1 Pipeline is bi-directional and is envisioned to 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. Bids were solicited from pre-qualified contractors (6) on October 4, 2018. The Bid Opening was held on November 7, 2018, five of the six, pre-qualified bidders submitted bids. The apparent low bidder was Reynolds Construction with a bid price of \$8,228,000. At the December 5, 2018 Board Meeting, Reynolds was awarded the Construction Contract, and King Engineering's Work Order for Construction Phase Services was approved. Additionally, the Board approved negotiations for final property acquisition. Subsequently,

required property was acquired. The Authority issued the Notice to Proceed to Reynolds on January 24, 2019. Change Order No. 1 for weather delays (30-calendar days) due to abnormal rainfall in July and August was Board Approved on October 2, 2019.

This period the Contractor completed the final connection of the Phase 1 Pipeline to the existing Phase 1A Pipeline and was determined to be Substantial Complete with the Work on August 11, 2020. The Phase 1 Pipeline is in operation. The Contractor continues to work on punch list items along the project alignment. Final completion is anticipated in October.

Project photographs.



Gopher tortoises being relocated.



Horizontal Directional Drill Rig



HDPE pipe fused and ready for
Pullback on north side of Shell
Creek, July 6, 2019



Drill Rod attached to pulling head on HDPE pipe for
Pullback - north side of Shell Creek – July 7, 2019



Jack and Bore Preparation at Shell Creek Reservoir,
Dam Road – South Side of Shell Creek Nov. 2019



Pipe installation from south end of HDD, crossing under Shell Creek, Towards Shell Creek WTP – January 2020



Shell Creek Meter Assembly Construction – March 2020

Project History Briefing

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

Date: September 30, 2020

Prepared by: Ford Ritz, P.E., Project Engineer

The following information summarizes the historical milestones and events of the Regional Integrated Loop System Phase 1 Interconnect.

- July 24, 2015 - The Authority Advertised for Consultant Statement of Qualifications (SOQs) for engineering design and construction management services for the Phase 1 Regional Interconnect Pipeline Project.
- August 25, 2015 - Deadline for consultant SOQ package. Five SOQ packages were timely received by the following:
 - Atkins North America, Inc.
 - Johnson Engineering, Inc.
 - Kimley Horn and Associates, Inc.
 - King Engineering Associates, Inc.
 - TKW Consulting Engineers, Inc.
- August 28, 2015 - Electronic Copies of the SOQ Packages were distributed to member and customer utility directors and the SWFWMD for feedback or comments. Feedback was requested by September 14, 2015.
- Sept. 22, 2015 - A short list of three Consultants were listed in alphabetical order and posted on the Authority Web Site.
 - Atkins North America, Inc.
 - King Engineering Associates, Inc.
 - TKW Consulting Engineers, Inc.
- October 7, 2015 - Short listed consultants gave their presentations and were interviewed by the Authority Board. King Engineering Associates, Inc. was selected by the Board for the Phase 1 Project.
- December 2, 2015 - The Authority Board approved the Interlocal Agreement for the Phase 1 Regional Interconnect Between the PRMRWSA and the City of Punta Gorda.
- December 2, 2015 - The Consent Request for approval of the Authority/Punta Gorda Phase 1 Interconnect Project was submitted to the Charlotte County Board of County Commissioners.

- February 23, 2016 - Charlotte County Board of County Commissioners granted Consent for the Phase 1 Interconnect Project.
- February 25, 2016 - The Authority Board (Special Board Meeting) Approved the following:
 - The Interlocal Agreement between PRMRWSA and DeSoto County for the Phase 1 Regional Interconnect.
 - The Cooperative Funding Agreement between the SWFWMD and PRMRWSA for the Phase 1 Regional Interconnect for a total of \$12 million. Subdivided into Punta Gorda payment of \$2 million, State Appropriations of \$4 million and SWFWMD Cooperative Funding of \$6 million.
 - The Contract for Professional Engineering Services for Design and Construction Management/Inspection for the Phase 1 Regional Interconnect with King Engineering Associates, Inc. King).
 - Work Order No. 1 for Preliminary Design Services of Phase 1 with King in the amount of \$278,760. The effort for completion of Work Order 1 is 180- calendar days from the Notice-to-Proceed date.
- March 5, 2016 - Pending execution of the Cooperative Funding Agreement between the SWFWMD and PRMRWSA for the Phase 1 Regional Interconnect the Notice-to-Proceed was issued to King for Work Order 1, Preliminary Design Services.
- March 15, 2016 - The Phase 1 Interconnect kickoff meeting was held at the Peace River Facility. The meeting was attended by Authority staff, SWFWMD, King and the City of Punta Gorda.
- April/May 2016 - On April 18, 2016, a Coordination Meeting was held with Florida Power and Light, regarding Easements/ROW on potential project Routes. The meeting was attended by King, Authority, and FPL.

On April 28, 2016, a Project Progress Meeting held. The meeting was attended by the Desoto County, SWFWMD, King and Authority staff. Items discussed included:

1. Status of Preliminary Engineering Effort
2. Project Metering and SCADA requirements
3. Operations of Project Prairie by Desoto County
4. Status of Route Evaluations
5. Schedule for BODR

On May 10, 2016, a Project Progress meeting was held with the Desoto County at the South Booster Station/Project Prairie site. The meeting was attended by Desoto County, King, and Authority staff. The group toured the site including the pump building, yard piping routes, and meter assemblies. Desoto County described how water flow is control at the Booster Station. Phase 1 yard-piping, meters and telemetry alternatives as well as potential site locations for new meter assemblies were discussed.

Also on May 10, 2016 a Project Progress meeting was held with Punta Gorda at the Shell Creek Water Treatment Plant. The meeting was attended by Punta Gorda, King and

Authority staff. Phase 1 connection points at the Plant, metering, and telemetry were discussed. Coordination between the Phase 1 and the City's RO Plant construction schedules were also discussed. The group toured the Shell Creek reservoir and dam. King explained alternate construction methods for crossing Shell Creek that are being evaluated. The City plans to implement and operate Phase 1 flow control set points similar to the current Phase 1A flow control scheme.

- June/July 2016 - On June 23, 2016, a Project Progress Meeting was held. The meeting was attended by the City of Punta Gorda, Desoto County, SWFWMD, King and Authority staff. Items discussed included:
 1. Status of Preliminary Engineering Effort
 2. Pipeline Hydraulics, including City, and County demands and delivery points. An interim connection at Shell Creek was discussed since the Phase 1 Interconnect is scheduled to be completed prior to the Shell Creek RO Facility.
 3. Status of Route Evaluations; discussions focused on Phase 1 Interconnect Routes evaluated in the 2006 Routing Study (4-Routes) and a new Route 5, per King.
 4. Discussions/concerns regarding the Hendrickson Dam embankments, including embankment geotechnical issues that occurred during the 2009 Dam Improvements Project.
 5. Pros and cons for pipe crossing methods/locations @ Shell Creek.
 6. Land Requirements for the new Route 5 (west of the Hendrickson Dam) adjacent to the FPL ROW.
 7. Next period King will complete the Route Evaluation which includes re-evaluation of 4-routes from the 2006 Regional Integrated Loop System Feasibility/Routing Study and Route-5 per King.
 8. A Public Meeting for the Phase 1 Interconnect will be schedule in early August.
 9. Development of the Basis of Design Report by King is on schedule and on budget.

- August/Sept. 2016 - On August 11, 2016, a Project Information Meeting was held at the Laishley Park Municipal Marina in Punta Gorda from 6:00pm to 8:00pm. In addition to private citizens, the meeting was attended by the City of Punta Gorda, Charlotte County, SWFWMD, King and Authority staff. Three potential routes, Route 1, Route 2 and Route 5, were shown on poster boards and discussed with attendees. Private citizens were provided with comment cards and asked to provide a preference ranking of the routes.

Poster boards regarding, how the Phase 1 pipeline fits into the Authority's Regional Vision for transmission mains to interconnect water treatment plants, project goals, funding sources, construction methods for crossing Shell Creek and Schedule were also shown and discussed with attendees.

The Project Information Meeting was advertised in local papers and over 250 letters of invitation were sent out to residents and businesses along prospective routes, and to Local and State government officials.

On August 17, 2016 an Operations Coordination Meeting was held with the City of Punta Gorda to discuss operations, meter configurations and instrumentation, residuals and connection points for the Phase 1 Interconnect at the Shell Creek Water Treatment Plant.

Much of the meeting focused on interim operation of the Phase 1 Interconnect prior to the City's Reverse Osmosis Treatment Plant coming on line. The meeting was attended by King, City and Authority staff.

On September 15, 2016 an Operations Coordination Meeting was held with Desoto County to review the status of the Phase 1 Project with the County and to discuss future operations, meter configurations, instrumentation and connection points for the Phase 1 Interconnect at the County's Project Prairie facility.

The Authority is currently reviewing draft sections of the Basis of Design report. King Engineering Associates continues to evaluate pipeline routes, and develop preliminary design requirements and Opinion of Probable Construction Costs for each prospective pipeline route.

- Oct./Nov. 2016 - On September 26th King submitted the preliminary draft of the Basis of Design Report (BODR) to the Authority. The Authority reviewed and forwarded comments to King on October 6th. The preliminary draft BODR did not include results for soil borings in Shell Creek at the proposed Route 2 and Route 5 creek crossings as discussed below. Per the preliminary draft BODR, Route 2 is now proposed to cross downstream of the Hendrickson Dam (previously it was going to cross upstream of the Dam). The Route 2 Shell Creek crossing by horizontal directional drill was moved downstream because it is shorter/less expensive.

King's Geotechnical sub-consultant performed soil borings at Routes 2 and 5 in Shell Creek in the vicinity of the horizontal directional drill (HDD) creek crossings. The proposed Route 2 HDD creek crossing is approximately 300-lf downstream of the Hendrickson Dam. The proposed Route 5 HDD creek crossing is about 1.5 miles downstream of the Hendrickson Dam adjacent to a Florida Power and Light power line crossing. The soil borings were performed during the last week of September. The soil boring report was submitted to King October 11th. King evaluated the results of the soil borings for inclusion in the final draft of the Phase 1 draft BODR.

On November 1, 2016 a progress meeting was held with King and Authority Staff.

On November 16, 2016 King submitted the final draft of the Phase 1 Interconnect BODR which evaluated 3 route alternatives. Based on preliminary engineering evaluation and analysis Route 2 was recommended.

On November 17, 2016 the final draft of the Phase 1 Interconnect BODR was submitted to Charlotte County, Desoto County, Manatee, and Sarasota Counties as well as the City of North Port, the City of Punta Gorda, SWFWMD and FDEP for feedback. Review comments to the Authority are anticipated to be received by December 17, 2016.

- Dec. 2016 & Jan. 2017 - At the December 7, 2016 Board Meeting, King presented the Phase 1 Interconnect, final draft Basis of Design Report (BODR). Three routes were assessed by King during preliminary engineering. King recommended Route 2, which follows the

original Phase 1 Interconnect Route from the 2006 60%-complete Phase 1 Design Build Project, with the following exceptions:

- New Pipeline is not in or on the Hendrickson Dam embankments
- As currently proposed, the Pipeline crosses Shell Creek by Horizontal Directional Drilling (HDD) downstream of the Hendrickson Dam, upland to upland.

The Engineer's Opinion of Probable (Total) Cost for the new Phase 1 Pipeline is \$11,960,000. The Phase 1 Pipeline is scheduled to be operational by February 2020. In November the final draft of the BODR was submitted to Charlotte, Desoto, Sarasota and Manatee Counties, the Cities of North Port, and Punta Gorda, the South West Florida Water Management District (SWFWMD) and the Florida Department of Environmental Protection (FDEP) for feedback. Review questions and comments were forwarded to King in December 2016 and January 2017 and incorporated into the Final BODR.

In January 2017 King submitted Work Order 2 'Design, Permitting and Bidding Services' for the Phase 1 Interconnect. Work Order No. 2 to King, includes survey, geotechnical services, design, permitting, property acquisition services, and bidding services. These project activities cover a 23-month schedule with design and permitting efforts completed in the fall of 2018 allowing selection of a contractor for construction in January 2019. The Authority negotiated with King and then forward Work Order No. 2 with King to Desoto, Charlotte, Sarasota and Manatee Counties, the Cities of Punta Gorda and North Port, SWFWMD and FDEP for feedback.

- February & March 2017 - The Board approved King's Work Order 2 for 'Design, Permitting and Bid Phase Services at the February 1, 2017 Board Meeting. King was issued the Notice-To-Proceed for Work Order 2 on February 10th. A Kickoff Meeting for the Design Phase was held on February 15th.

On March 1st a meeting was held with King, the Authority and the president of the Three Rivers Home Owners Association to discuss the proposed horizontal direction drilling (HDD) alignment at Shell Creek. The Three Rivers HOA does not have any issues with the proposed HDD alignment passing under the HOA's boat ramp property located on the north side shore of Shell Creek, downstream of the Hendrickson Dam. Additionally, King has been in communication with private property owners along the proposed (HDD) route at Shell Creek where easements may be required.

On March 6th an Operations Coordination meeting was held with the City of Punta Gorda at the Shell Creek Facility (SCF). Discussions focused on the Phase 1 Interconnect connection at the SCF, use of proposed pumps in the existing clear well to be dedicated to the Phase 1 Interconnect (for pumping flows south to north), communications from the new meter station to the SCF via fiber, and power for the new meter station.

- In March geotechnical boring were performed in and around Shell Creek for the proposed horizontal direction drilling subaqueous crossing of Shell Creek. The dam 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 25th and May 10th and attended by King the Authority, SWFWMD (April) and the City of Punta Gorda (April). Geotechnical Work for the Shell Creek Horizontal Direction Drilling (HDD) crossing was completed in May. King is currently refining the HDD alignment across Shell Creek. When the HDD alignment is selected, a bathymetric survey of the proposed alignment and the mean high water survey will be performed.

King's land agent met with property owners and representatives of the Three Rivers Home Owners Association on May 16th to discuss potential easements for the Phase 1 Pipeline alignment/HDD at Shell Creek.

King and the Authority met with the FDEP regarding pre-application for the Environmental Resources Permit (ERP) on May 16th. On May 24rd King and the Authority met with the U.S. Army Corps of Engineering (ACOE) regarding pre-application for the ACOE Permit for the entire proposed pipeline alignment.

This period topographic survey for the Phase 1 Interconnect alignment was completed. Survey of subsurface utilities, was also completed. Additionally, survey of environmental sensitive areas for permitting was completed. King submitted proposed design drawing for the pipeline route with profiles. The project design drawings are 50% +/- complete. Currently the project is on budget and schedule.

- June & July 2017 - On June 20th a Project Progress Meetings was held and attended by King the Authority and SWFWMD. King reviewed pipeline plan and profile, and meter station progress, drawings. Engineering evaluations regarding pipe selection (wall thickness and corrosion control) were discussed. Additionally, the proposed table of contents for Project Specifications was reviewed.

On April 10th the Authority requested an Amendment to the SWFWMD Cooperative Funding Agreement (CFA) to the revise the Contract Period Schedule. On June 13th SWFWMD returned the Amendment to the Agreement for signature by the Authority. The Authority returned signed the Amendment to SWFWMD on June 19th.

The draft USACOE permit and FDEP ERP permits have been drafted by King sub-consultants and are under review by King Engineering.

This period the Tidal Study at Shell Creek was accepted by the FDEP (May 23, 2017). King

has also completed the Bathymetric Survey for the proposed Horizontal Directional Drilling (HDD) alignment across Shell Creek.

On June 12th, King and their Land Agent (FLAA) and the Authority met with General Counsel/Manson Bolves Donaldson P.A. to discuss property procurement for the pipeline alignment at Shell Creek. Easement documents, and legal descriptions and sketches, are being developed.

The Phase 1 Project design is approximately 60% complete. The Project is currently on budget and schedule.

- August & September 2017 - On August 11, 2017 a Project Progress Meetings was held and attended by King and the Authority to discuss operations parameters for the Phase 1 Interconnect. Meetings are scheduled with the City of Punta Gorda and Desoto County to discuss control strategies at the Shell Creek Water Treatment Plant and the Desoto County South Booster Station for inclusion in Kings 60% design submittal.

The USACOE permit application was submitted on September 5, 2017. The Florida Department of Transportation permit application for the Phase 1 alignment will be submitted in early October. The Florida Department of Environmental Conservation Environmental Resources Permit (ERP) is on schedule to be submitted subsequent to the 90% design in December 2017.

Sketches and legal descriptions have been completed for all property owners along the Horizontal Direction Drilling (HDD) alignment on both sides of Shell Creek. Estimated costs for permanent and temporary utility easements have been established for discussion with the property owners. Currently the Authority and General Counsel (Manson, Bolves, Donaldson, P.A.) and King are coordinating to secure easements on private property under Shell Creek and on state owned submerged lands as required to obtain the Sovereignty Submerged Lands easement (SSL). The bathymetric 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 Phase 1 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 19th. 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 4th a meeting was held with King, Authority Attorneys (teleconference) and the Property Appraiser. On April 9th 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 13th 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 18th 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 22nd 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.

- October and November 2018

Easements and Property:

On June 22nd Eminent Domain proceedings for easement takings, on four properties were filed with the Circuit Court of Charlotte County, Case No. 2018-CA-000581. The Authority anticipates reaching negotiated settlements for these properties, via Stipulated Order of Takings – Final Judgement in CY 2018. The Stipulated Settlements include three (3) Permanent Utility Easements and three (3) Temporary Construction Easements collectively. Based upon a favorable outcome, this will finalize property acquisition for the Project. The total cost (including filing fees) for the easements in Case No. 2018-CS-000581 has been negotiated for \$171,717.50.

The land purchase (Pin#402420151002 approximately 40-acres) from Jackowitz and Berkman Land Trust, for \$10,000, in lieu of a Permanent Utility Easement parcel purchase was recorded with Charlotte County on October 11, 2018. The parcel purchase for a Permanent Utility Easement from Walmart Stores was recorded in Desoto County on October 17, 2018. The purchase cost is \$2,600.

Bid Phase:

King Engineering submitted the Phase 1 Project Final Bidding Documents to the Authority on October 1, 2018. On October 4, 2018 Bid were solicited from pre-qualified bidders. The Mandatory Pre-Bid Meeting was held on October 11, 2018. On October 25 Addendum 1 was posted on the Authority web page. The Bid Opening was held on November 7, 2018, five of the six pre-qualified bidders' submitted bids. The apparent low bid was submitted by Reynolds Construction with a bid price of \$8,228,000. King Engineering reviewed Contractor bid submittals, and prepared a bid tabulation and letter of recommendation for Award of the Construction Contract for Phase 1 Project, dated November 14, 2018. Subsequent to negotiation, King's Work Order 3 for Construction Phase Services, at a price of \$897,470 was finalized and submitted on November 15, 2018.

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: (N416) Agreement

On October 4, 2018 the Authority Web Page link, for the Phase 1 Bid Documents, was emailed to SWFWMD. On October 9, 2018 SWFWMD approved the Second Amendment to the funding Agreement No. 15C00000052. The amendment addressed the Project Schedule.

FDEP: (LP08032) Agreement

The FDEP Funding Agreement was amended in October to adjust the Project Schedule. On October 4, 2018 the Authority Web Page link, for the Phase 1 Bid Documents was emailed to the FDEP.

On October 18, 2018 the following was forwarded to FDEP

- a list of approved permits (Owner secured)
- a list of permits to be obtained by the Contractor
- newspaper notices for Invitation to Bid
- Invitation to Bid

Schedule:

If construction contract, engineering services work order and land costs are approved at the December 5th Board meeting, it is anticipated that the Notice-to-Proceed will be issued to Reynolds (for construction) by mid-January 2019. The Phase 1 is scheduled for completion in the spring of 2020. The Phase 1 Interconnect Project is on schedule and budget.

- December 2018 and January 2019

Easements and Property:

The Stipulated Order of Taking – Final Judgements for easements on three properties were recorded in Charlotte County on December 27, 2018. Property acquisition for the Project has been completed. Negotiations for Final Judgements for easements were approved at the December 5, 2018 Board Meeting.

Bid Phase:

Reynolds was awarded the Construction Contract at the December 5, 2018 Board Meeting and sent a Notice of Award on December 7, 2018. Reynolds was issued the NTP on January 24, 2019 at the Pre-Construction Meeting.

King's Work Order 3 for Construction Phase Services, at a price of \$897,470 was finalized and submitted on November 15, 2018. King was issued a Notice to Proceed on December 11, 2018.

Notice to Proceed was issued to Reynolds Construction, LLC on January 24, 2019.

The Interlocal Agreement with the City of Punta Gorda was Amended (No. 1) to update the Project Schedule. The Amendment was approved by the Board at the December 2018 Board Meeting.

- February and March 2019

Construction Phase:

The project team has been coordinating on early job activities including: shop drawing submittals, establishing job protocols, setting up the project schedule, developing the schedule of values and agreement on pay application format/processing instructions. The Contractor has mobilized the Engineer's field office to the site and is working to get it connected to necessary utilities. Additionally, the Contractor is currently performing field preparation and survey for mobilization of equipment for the horizontal directional drill Work under Shell Creek. Pipe installation is still several weeks off due to the lag time between approved shop drawings and fabrication, coatings application and shipment of pipe.

Schedule:

The Phase 1 is scheduled for completion in the spring of 2020. The Phase 1 Interconnect Project is on schedule and budget.

- April and May 2019

Construction Phase Meetings:

Regularly scheduled Project Progress Meeting were held every 2-weeks and attended by Reynolds Construction, King Engineering, the Authority and SWFWMD. On April 11, 2019 Reynolds held a Horizontal Directional Drilling (HDD) Pre-Task meeting including the HDD subcontractor, MAXX.

Environmental Services:

The Engineer conducted the Gopher Tortoise preconstruction inspection during April. Four Gopher Tortoises have been relocated to an offsite reservation. The Engineer also held an Eastern Indigo Snake/endangered species Educational Meeting on April 26, 2019, attended by the Contractor, Subcontractors, and King and Authority field staff.

Construction:

Contractor surveyed the pipeline alignment along US-17 (north end of alignment), mobilized their pipe crews, equipment, and staged initial pipe deliveries. Reynolds began installation of the pipe during the week of May 13, 2019.

Submittals for the HDD Work have been approved by King Engineering and HDD equipment was mobilize, and tested. The HDD alignment was surveyed, and steering head guidance wires were installed. During the week of May 6, 2019 the Contractor calibrated the drill head, installed vibration monitoring equipment on the Shell Creek Reservoir Dam and began drilling the borehole. To date (May 13) the Contractor has drilled approximately 1400-lf of the borehole at the Shell Creek crossing. The Phase 1 is scheduled for completion in the spring of 2020 and is within budget.

- June and July 2019

Construction Phase Meetings:

Regularly scheduled Project Progress Meeting were held every 2-weeks and attended by Reynolds Construction (General Contractor), King Engineering, the Authority, SWFWMD and MAXX HDD (Horizontal Directional Drilling (HDD) Subcontractor).

Environmental Services:

To date, a total of eight Gopher Tortoises have been removed and relocated to an offsite reservation. During drilling operations the Contractor monitored Shell Creek in boats and from the shore for inadvertent returns. There were no occurrences in Shell Creek.

Construction:

Reynolds continues to install 24-inch diameter ductile iron pipe (DIP) along US-17. To date Reynolds has installed approximately 2,500-lf of pipe. Reynolds is restoring the pipeline path on a continuous basis including fine grading and sod placement. King Engineering has been conducting geotechnical testing (for compaction) as specified in the Contract

Documents.

HDD Under Shell Creek:

MAXX mobilized to the drill site on April 23, 2019. They completed the borehole drill (initial drill 10.5-inch diameter) on May 18th. On June 3rd they completed the first ream pass (24-inch diameter), a 36-inch ream on June 18th and final ream (42-inch) on June 30, 2019. On July 6th, Reynolds completed the fusion of 3,500-ft of 30-inch (outside diameter) high density polyethylene (HDPE) pipe, performed low pressure air tests on the pipe subsequent to fusing, and staged the pipe on rollers in preparation for the pullback of the pipe into the borehole by MAXX. MAXX completed two swab passes (to remove loose sand) of the borehole on July 6th. The pullback was started on July 7th and completed July 8th. Currently MAXX and Reynolds are restoring the Work areas on the north and south sides of Shell Creek. The Phase 1 is scheduled for completion in the spring of 2020 and is within budget.

- August and September 2019
Construction Phase Meetings:
Regularly scheduled Project Progress Meeting were held every 2-weeks and attended by Reynolds Construction, Ardurra (fka King), the Authority, and SWFWMD.

Change Order 1 (CO1)

Rainfall was above average during July and August. A meeting was held on August 21, 2019 to discuss unforeseen weather delays due to the abnormally wet conditions. Subsequently, CO1 was prepared for agreed upon delays. If approved by the Board, CO1 will provide the Contractor with 30-calendar days (14 days in July, & 16 days in August). This will extend the Substantial Completion and Final Completion dates to April 23, 2020 and May 23, 2020 respectively. Rainfall for July 2019 and August 2019 was 26.9 inches, 10.7 inches above the normal average of 16.2 inches for July and August.

During this period, Reynolds continued to install 24-inch diameter ductile iron pipe (DIP) along US -17. The total installed during the Project through September 5th is approximately 4,400-lf (station 56+25). Wet conditions have resulted in, shutdowns, dewatering issues, compaction, grading and restoration deficiencies. On August 15th Reynolds decided to suspend pipe installation (due to wet conditions) and resumed on August 26th. Due to the Governor's declared, State of Emergency for Hurricane Dorian, Work was not allowed along US-17 from August 30th until September 4th. At the end of the workday on September 5th, Reynolds decided to stop installation of pipe beyond station 56+25 and to go back and repair deficiencies and complete restoration up to that station. Reynolds anticipates completion of the restoration Work by the end of September or mobilizing a second crew in the near future to complete the restoration. Currently the Contractor's schedule reflects being 1-month behind schedule prior to the pending CO1.

The Phase 1 Interconnect Pipeline is scheduled for completion in the spring of 2020 and is within budget.

- October and November 2019
Construction Phase Meetings:
Regularly scheduled Project Progress Meeting were held every 2-weeks and attended by Reynolds Construction, Ardurra (fka King), the Authority, and SWFWMD.
Change Order 1
Rainfall was above average during July and August. The Board, approved Change Order 1 on October 2, 2019 for weather delays.
During this period, Reynolds continued to install 24-inch diameter ductile iron pipe (DIP) along U.S.-17. The total pipe installed during the Project through mid-November is approximately 10,000-lf (station 111+66). Wet soil conditions have continued to result in the Contractor having difficulties with dewatering, compaction, grading and restoration. The Contractor completed the Jack and Bore (112-lf of 42-inch steel casing) under North Washington Loop Road. Currently, the Jack and Bore (78-lf of 42-inch steel casing) under the Shell Creek Reservoir, Dam Road is underway.
The Phase 1 Interconnect Pipeline is scheduled for completion in the spring of 2020.

- December 2019 and January 2020

Permitting: The Gopher Tortoise Permit was amended with the FWC to extend the expiration date and additional as needed reservations were made at a Gopher Tortoise Relocation Ranch. To date 8-GTs have been relocated to a GT reservation.

FDOT: FDOT conducted ROW inspections for pipe installed in the U.S.17 ROW on November 21, 2019 and January 8, 2020. Reynolds is addressing FDOT's concerns.

Construction Meetings: Regularly scheduled Project Progress Meeting were held every 2-weeks and attended by Reynolds Construction, Ardurra (fka King), Authority, City of Punta and SWFWMD.

Additional Meetings: Meetings were held with Reynolds on December 19, 2019 and January 9, 2020 to discuss areas along U.S. 17, where wet soils conditions were encountered during the rainy season and the Contractor had difficulty meeting soil density requirements. The Contractor presented a recovery plan to repair as needed. On November 21, 2019 a meeting was held with Reynolds and the City of Punta Gorda to discuss SCADA coordination between the Authority and the City.

Work Progress: During this period, Reynolds continued to install 24-inch diameter ductile iron pipe (DIP) along U.S. 17. The total pipe installed during the Project through mid-January along U.S. 17 is approximately 10,000-lf (station 121+00). The Contractor cleared and grubbed and installed silt fence along the pipe alignment on the south side of Shell Creek and installed approximately 300-ft of pipe towards the Shell Creek WTP. The Contractor also removed and replaced a defective HDPE mechanical joint adapter on the south end of the HDD under Shell Creek and pressure tested the HDD.

To date the Contractor has completed the Jack and Bores at the following locations:

- (112-lf of 42-inch steel casing) under North Washington Loop Road.
- (78-lf of 42-inch steel casing) under the Shell Creek Reservoir, Dam Road
- (39-lf of 42-inch steel casing) under South Washington Loop Road

The Phase 1 Interconnect Pipeline is on budget and scheduled for completion in the spring of 2020.

- February through May 2020

Gopher Tortoise: Monitoring continued, no additional GT-relocations necessary.

FDOT: Reynolds continues to coordinate with FDOT and perform restoration work in the U.S. 17 FDOT Right of Way.

Construction Meetings: Regularly scheduled Project Progress Meeting were held every 2-weeks and attended by Reynolds Construction, Ardurra (fka King), Authority, City of Punta and SWFWMD. Due to the coronavirus meeting have been primarily been held via Skype. Additional meetings were held (via Skype) with the Contractor to discuss their pressure testing, flushing and disinfection plan.

During the period Ardurra provide additional resident project representation as needed to cover Reynolds increased work effort (multiple crews).

Schedule Recovery Plan: Reynolds implemented their recovery plan to reinstall pipe that had deficient compaction results and had multiple crews on site and completed:

- Reinstalling approximately 6,000-lf of 24-inch DIP along US17 that did not meet specifications
- Connections at the Desoto County Regional Transmission Main (north end)
- Pre-flushing approximately 14,800-lf along US17

- Connection at the Shell Creek Water Treatment Plant (south end)
- Installation an additional 9,000-lf of 24-inch pipe along US17
- Installation of 9,900-lf 24-inch along North Washington Loop Rd.
- Installation of 3,000-lf along Three Rivers Rd. and completed the connection to the north end of the horizontal direction drill HDPE pipe.
- Pipe installed this period had passing density results
- Completion of Shell Creek Meter Station and radio tower, including vendor testing of equipment, and SCADA programming

Currently the Contractor is completing installation of air relief valves, blow offs, installation of one remaining inspection manhole and tie in south of Shell Creek, and preparing for pressure testing, flushing and disinfection of the Phase 1 Pipeline.

Construction Schedule: Reynolds latest construction schedule projects them being behind schedule (about 18-calendar days) based upon Change Order 1 approved by the Board in October 2019. There is uncertainty if Reynolds can meet contractual completion dates. Per CO1 the project final completion date is May 23, 2020

The Phase 1 Interconnect Pipeline is on budget. Projected completion is anticipated late spring of 2020.

- June through July 2020

FDOT: Reynolds continues to coordinate with FDOT and perform restoration work in the U.S. 17 FDOT Right of Way.

Construction Meetings: Regularly scheduled Project Progress Meeting were held every 2-weeks and attended by Reynolds Construction, Ardurra (fka King), Authority, City of Punta and SWFWMD. Due to the coronavirus most meeting held during this period were conducted on Skype. Additional meetings were held with the Contractor to discuss pressure testing, flushing, disinfection, start-up and systems testing.

During the period Ardurra provided additional resident project representation as needed to cover Reynolds Work. The EOR was on site during various operation listed below.

During this period:

- Reynolds repaired all pipeline leaks and completed pressure testing on June 15, 2020
- Completed flushing on June 18, 2020
- Completed disinfection and sample collection for testing on June 24, 2020
- All samples passed disinfection on June 25, 2020
- Ardurra submitted the pipeline clearance package to FDEP on June 29, 2020
- FDEP Clearance for Phase 1 Pipeline except final connection to Phase 1A Pipeline, July 13, 2020

On-going as of July 16, 2020:

- Systems Demonstration and Testing
- Operational Testing of pipeline
- Paving, milling and overlay in Three Rivers neighborhood
- Driveway replacements on North Washington Loop
- Cleanup and restoration along pipeline alignment

Construction Schedule: Per CO1 the project final completion date is May 23, 2020

The Phase 1 Interconnect Pipeline is on budget. Reynolds is behind schedule. Projected completion is anticipated in mid-August 2020.

- August through September 2020

Reynolds achieved substantial completion on 8/11/2020 and the Phase 1 Pipeline is in operation. Reynolds continued to perform restoration and punch list corrections along the project alignment. ROW inspections along the project alignment were conducted by Ardurra, Charlotte County Utilities and FDOT respectively, as noted below.

Construction Meetings: Regularly scheduled Project Progress Meeting were held every 2-weeks and attended by Reynolds Construction, Ardurra (fka King), Authority, City of Punta and SWFWMD. Due to the coronavirus most meeting held during this period were conducted via Skype. Ardurra continued to provide resident project representation.

This period:

- 8/3/20 Reynolds completed the connection of the Phase 1 Pipeline to the existing Phase 1A Pipeline
- FDEP clearance for the connection was obtained on 8/11/2020
- Reynolds was issued the Certificate of Substantial completion on 8/11/20
- 8/20/20 – punch list inspection walk through of project alignment with Ardurra, Authority and Reynolds
- 8/24/20 – Charlotte County Utilities, Ardurra, Reynolds, and Authority – punch list walk through of project alignment in Charlotte County ROW (North Washington Loop, South Washington Loop and Three River Neighborhood)
- 8/25/20 – Reynolds performs paving straight bar test per requirement from Charlotte County Utilities inspection in Three Rivers Neighborhood (CC ROW)
- 9/8/20 – FDEP ROW inspection of project alignment in Charlotte County along US17 – FDOT, DBI (FDOT subconsultant) Reynolds, Ardurra and Authority
- 9/9/20 – FDOT ROW inspection of project alignment in Desoto County along US17 – FDOT, Reynolds, Ardurra, and Authority

Construction Schedule: Per CO1 the project Substantial Completion date was April 23, 2020. Reynolds achieved Substantial Completion on August 11, 2020. The Phase 1 Interconnect Pipeline is on budget. Projected final completion is anticipated in October 2020.

PHASE 1 CONCEPTUAL ROUTE



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
September 30, 2020***

**ROUTINE STATUS REPORTS
ITEM 4**

Regional Integrated Loop System Phase 3B Interconnect Project [S.R. 681 to Clark Road]

Project Status Report

Project: Regional Integrated Loop System Phase 3B Interconnect Pipeline Project
[Preymore Interconnect Clark Road (SR 72)]

Date: September 30, 2020

Prepared by: Kevin Morris, Manager of Engineering & Projects

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 Central County Solid Waste Disposal 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. The project consists of approximately 4 miles of 48-inch diameter steel pipe and another mile of 36-inch diameter ductile iron pipe. The project is currently under construction.

Current status

The project was bid on May 14, 2019 and four timely bids were received on June 26, 2019 from pre-qualified contractors. Engineer's Estimate for construction was \$13,220,000. Bids ranged from \$12,092,815 to \$15,571,092.87. Lowest bid was received from Garney Companies, Inc. at \$12,092,815. The construction contract and the engineer's construction phase services work order were both approved through Board action at the July 31, 2019 Board meeting.

In February, 2020 pipe began to be delivered and installation began in mid-March. There were several significant activities including a canal crossing and installation of piping in a wet ditch area that are scheduled for completion during the dry season and they were successfully completed. Significant rain fell the first week of June and work since then has slowed. There are photographs of the piping laid out along the route and being installed over the next several pages. These shots were taken in the Spring before the rains of June.

Project Photos:













Project History Briefing

Project: Phase 3B Regional Interconnect Pipeline Project

Date: September 30, 2020

Prepared by: Kevin Morris, Manager of Engineering & Projects

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 northwards to Clark Road. This work included efforts to coordinate with multiple Sarasota County Departments for future planning and infrastructure work in this area. The work included modeling of flows and pressures and will result in a recommendation for pipeline diameter, a route, a possible pumping station location and estimated construction cost. This effort was planned to be completed within 270 calendar days.
- January 26, 2016 Sarasota County Board of County Commissioners approved a letter of funding commitment for the entirety of the cost of Work Order No. 1 at \$397,958 should the out-of-cycle funding request to the Water Management District to cover part of Work Order No. 1 be denied.
- January 28, 2016 Authority Board approves out-of-cycle funding request to the Water Management District for the project
- February 3, 2016 Authority staff sends a letter requesting out-of-cycle funding for the project to the Water Management District.
- February 3, 2016 Authority staff issue Notice-to-Proceed to King Engineering Associates Inc. for the project. It is noted that this approximately 2 month’s post Board-award of the Contract Work Order No. 1. This delay is considered unavoidable as the Authority Board clearly indicated work should not commence until funding was assured. Authority staff not this delay could not be avoided and will be considered if the work under Work Order No. 1 should run into difficulty meeting its original 270 calendar day schedule for completion.
- February 17, 2016 Project kickoff meeting was conducted at the Sarasota County BOB Building including staff from Sarasota County, King Engineering Associates Inc., Southwest Florida Water Management District and the Authority. A significant amount of planning information was delivered to the team by Sarasota County staff.
- February 25, 2016 Draft of Interlocal Agreement as required by the MWSC for the Phase 3B Regional Interconnect Project between the Authority and Sarasota County distributed to key County staff for review and comment.

- February 29, 2016 Project meeting conducted with Sarasota County Utilities Water System staff at the Sarasota County BOB Building including staff from Sarasota County, King Engineering Associates Inc. Southwest Florida Water Management District and the Authority. Items discussed at the meeting were County expectations concerning delivery pressure and disaggregation of future water demands. County staff also related their intended operational protocols for the new project and provided feedback on preliminary pipeline routes.
- March 14, 2016 Project meeting conducted with Manatee County staff at the Manatee County Utilities Operation Division facility on west Cortez Road. Participants included staff from Manatee County, King Engineering Associates Inc. Southwest Florida Water Management District and the Authority. Items discussed included location of existing Manatee County water mains near the county line, planning for future water mains and expectations regarding emergency supply interconnection and routine water transfers in large mains that may be needed to keep water mains from becoming stagnant.
- March 25, 2016 Project meeting with Sarasota County Utilities Water, Solid Waste and Stormwater System staff at the Sarasota County BOB Building including staff from Sarasota County, King Engineering Associates Inc. Southwest Florida Water Management District and the Authority. The team discussed constraints in the area of the Sarasota County Landfill and Dona Bay project areas including the alternate landfill access route along Knights Trail Road, planned roadway improvements in the area and the need for the landfill and Dona Bay projects to collaborate on significant earth movement projects over the next several decades and how this might impact some of the pipeline routes.
- April 8, 2016 Project meeting with Sarasota County Utilities, Planning and Transportation Department staff at the Sarasota County BOB Building including staff from Sarasota County, King Engineering Associates Inc., the Southwest Florida Water Management District and the Authority. The group discussed planned roadway developments in the project area over the next several years.
- April 18, 2016 Project meeting with Florida Power and Light (FP&L) including staff from King Engineering Associates Inc. and the Authority at the FP&L Hammock Place Substation Operations Center in Sarasota. The group discussed co-locating water lines within or proximate to existing power transmission corridors for the Phase 3B as well as Phase 1 regional interconnect pipeline projects.
- June 20, 2016 Project meeting with Sarasota County staff including staff from King Engineering Associates Inc., the Authority and SWFWMD

staff at Sarasota County BOB building. The group discussed potential pipeline corridors and the project team elicited County input on suitability of corridors north of SR 72 (Clark Road). Although the Phase 3B project does not currently extend northward of Clark road at this time, where Phase 3B gets installed will greatly influence the routing for future Phase 3C anticipated sometime after the year 2022. County staff expressed a preference for routes further east, away from existing development where there are fewer existing encumbrances. Many of the eastward routes under consideration also would likely involve lower land acquisition costs since the County owns much of the land along those potential routes. The Project team also discussed conceptual level costs.

- June 21, 2016 Amendment No. 1 was issued to King Engineering Associates, Inc. for Work Order No. 1 to fund an effort behind identifying potential parcels for a Phase 3C pump station in the vicinity of Fruitville and Lorraine Roads. Although this pump station will not be constructed as a part of Phase 3B, it was deemed prudent to start the search activity now while vacant, undeveloped lands were still available in that region. This effort will only identify suitably sized parcels; it does not include contacting landowners to assess their willingness to sell not real estate negotiations. This work was funded using \$24,849 of the Owner's Contingency Allowance.
- August 2, 2016 Met with a property owner along one of the potential routes to discuss potential easement acquisition: Roman Catholic Diocese of Venice.
- August 16, 2016 Met with a property owner along one of the potential routes to discuss potential easement acquisition: LT Partners, LLLP.
- August 16, 2016 Met with a property owner along one of the potential routes to discuss potential easement acquisition: Mrs. Hawkins.
- September 6, 2016 Presented summary of potential Phase 3B pipelines routes and discussed selection criteria and weighting factors with Sarasota County staff. At this point all of the environmental assessments have been completed including wetland assessments, protected species reviews, floodplain issues and soils reviews. In addition, all potentially affected private property owners along the routes have been contacted regarding acquisition of easements and that feedback was shared with County staff. King Engineering indicated route selection would be completed within the next 2 weeks and the draft Basis of Design Report was tentatively planned for completion by the end of the month.

Finally, the effort to conceptually lay out a future Phase 3C pump station and identify suitable parcels for acquisition was completed and staff was briefed on those findings and recommendations.

- September 8, 2016 Provided electronic copy of Pump Station Siting Memorandum to County staff for review.
- October 24, 2016 Authority staff reviewed draft chapters of the BODR and provided feedback and comments to King Engineering.
- October 28, 2016 Provided update to Sarasota County staff on status of the project at the County's BOB facility.
- November 8, 2016 King Engineering hand delivered the draft BODR (hardcopies and CDs) to the Authority's Lakewood Ranch office.
- November 9, 2016 Hand delivered the draft BODR report for review and comment to Sarasota County (hardcopy and CD) and in electronic version (CD) only to the following: Charlotte County, Desoto County, Manatee County and the City of North Port.
- November 17, 2016 Transmitted copies of the draft BODR to both of the project's FDEP and SWFWMD Project Managers, respectively for consideration and comment.
- December 1, 2016 Received review comments on the draft Phase 3B BODR from SWFWMD project manager.
- January 3, 2017 Coordination meeting with King Engineering Associates, Inc. to develop scope for final design work order.
- February 1, 2017 Authority Board Meeting at the PRF. At this meeting:
 - The Board accepts draft Phase 3B Pipeline BODR.
 - The Board is briefed on the concept of dislocating the Phase 3B Pump Station from the Pipeline Project and migrating the pump station further north where there is greater immediate need.
 - Board authorizes Work Order No. 2 'Phase 3B Interconnect Final Design, Permitting and Bid Phase Services' to King Engineering Associates, Inc., for an amount not to exceed \$1,090,391. This effort included a task to complete a BODR for the Pump Station to be returned to the Board within the next 4 months.
- February 9, 2017 Project coordination meeting with SWFWMD staff to discuss cooperative funding for the project. Topics discussed included

schedule, cost and deliverables and legal review and coordination of agreements.

- March 10, 2017 Project coordination meeting with Sarasota County staff at the Sarasota County Central Solid Waste Complex attended by County Solid Waste, County Stormwater and County Utilities staff. Topics discussed included gaining access to the route for project surveyors and the soils testing and ecological consultants. We also discussed how to navigate around/under/over county conveyances and roads with our pipeline.
- March 10, 2017 Received authorization from Sarasota County Solid Waste for surveyors to access the pipeline route to commence gathering topographic data.
- March 30, 2017 Project update meeting with Sarasota County staff at the County's BOB location off Fruitville Road attended by County staff, Authority staff and King Engineering.
- April 7, 2017 AWWA Annual Water Taste Testing Event conducted at the SWFWMD's Fruitville Road location. The guest speaker from Carollo Engineers and provided an overview of a Two County Water System Hydraulic Model they were working to complete for Sarasota and Manatee Counties.
- April 26, 2017 Workshop at the Sarasota County BOB location with Sarasota and Manatee Counties and their mutual consultant, Carollo Engineers, to discuss the recently completed Two County Water System Hydraulic Model.
- May 1, 2017 Project coordination meeting with the SWFWMD in the Tampa Service Office to meet their designated 3rd party reviewer for the project (CDM) and to discuss coordination details, data needs, schedule and expectations.
- May 9, 2017 As agreed with Sarasota County staff, King Engineering Associates, Inc. reached out to Sarasota National Cemetery representatives to register interest in utility easements along the southern boundary of their property and inquire about the cemetery's willingness to cooperate on such a venture.
- May 15, 2017 King Engineering provided electronic copy of the draft Phase 3B Pump Station BODR for review and comment.
- May 16, 2017 Pre-application meeting with the FDEP in Fort Myers, FL.
- May 19, 2017 Completed internal review of Phase 3B Pump Station BODR and transmitted to King Engineering for implementation.

- May 22, 2017 Transmitted an electronic copy of the draft Phase 3B Pump Station BODR to Sarasota County for review and comment.
- May 22, 2017 Provided project WaterCAD model to the SWFWMD for their designated project 3rd party reviewer (CDM).
- May 24, 2017 Pre-application meeting with the US Army Corps of Engineers in Tampa, FL.
- May 24, 2017 Received final Phase 3B Pipeline BODR electronically. Changes from the draft BODR document accepted by the Authority Board in February are not substantive but editorial in nature.
- June 2, 2017 Received comments from Sarasota County on Phase 3B Pump Station BODR document responded in kind the same day. Several questions were answered and County preferences expressed that the Authority agreed to implement should this project proceed to the final design stage.
- June 2, 2017 Progress Meeting with King Engineering Associates at the Authority's Lakewood Ranch Office.
- June 7, 2017 Authority Board of Directors accepts the Final Phase 3B Pipeline BODR and the Final Phase 3B Pump Station BODR documents.
- June 12, 2017 Project team met with Authority legal counsel to generally discuss easement acquisition processes. The Phase 3B route falls entirely on County-owned property and so it is not envisioned that private easement acquisition will be necessary. This meeting was more a perfunctory opportunity to meet with counsel to advise them on the overall status of the project and confirm the current understanding of overall easement needs.
- June 23, 2017 King Engineering presented the compressed vertical profile for the pipeline, known in the industry as an "EKG" because it resembles a graph similar to the up and down pattern reflected in a heartbeat monitor. This tool is used to determine the relative high and low points of the pipeline which govern the installation locations for pipeline air relief valves and 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 3rd party reviewer, CDM.
- July 25, 2017 Met with project team at King's Tampa Offices to view mechanical pipe joint coupling hardware alternatives and listen to technical presentation by Northwest Pipe Inc. about their products for use in this project.
- August 18, 2017 Consultant reviewed the design specifications for the County's CS-03 slide gates that will hold back water during the constructed crossing of the main north-south Dona Bay conveyance channel. The team found that these gates would be acceptable to hold back the full channel height of water during construction.
- August 18, 2017 Consultant developed an analysis of the comparative cost and difficulty of construction corridor width through wetlands. A narrower path adds construction complexity but impacts fewer wetlands and costs less from a mitigation standpoint. Authority staff directed Consultant to utilize the narrowest practical path possible through the wetlands (30-feet wide). The expected net construction cost impact of this decision was under \$10,000.
- August 30, 2017 Met with SWFWMD staff, King Engineering staff and CDM staff at SWFWMD's Tampa office to review 3rd party review comments on the Phase 3B Interconnect Pipeline BODR.
- September 14, 2017 Consultant delivered 60% design drawings to Authority staff.
- September 20, 2017 Authority staff delivered review copies of 60% Design Package to Sarasota County Utility Staff as well as the Solid Waste Department since the project is constructed on lands which fall under their purview.
- September 20, 2017 SWFWMD shared final 3rd party review of the Phase 3B Pipeline Interconnect BODR with Authority staff.
- September 27, 2017 Tentatively scheduled to submit Army Corps of Engineers permit application for the project
- 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 3rd 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 ensure 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 4th 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 9th.
- 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 1st -6th*).

- February 27, 2018 Issued Addendum # 2 to the Invitation to Submit Statements of Qualifications under the Contractor Prequalification effort which began on February 9th.
- 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 A 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 publicly 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 were 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).
- September 19, 2018 Received draft US Army Corps of Engineer's permit.
- October 9, 2018 Returned US Army Corps of Engineer's permit executed with no objections.

- October 10, 2018 Remitted payment in the amount of \$11,830 to the Myakka Mitigation Bank, LLC for 0.07 offsetting Palustrine Freshwater Forested credits for pipeline impacts.
- November 8, 2018 Joined with County staff for a public meeting at the Lakeview Elementary School to discuss the Phase 3B Interconnect Project and the County's proposed pipeline connecting to Phase 3B with interested citizens.
- December 24, 2018 Responded to questions from County staff on recommended setbacks from the pipeline for Dona Bay excavations.
- December 27, 2018 Worked with County staff to secure acceptable contractor staging areas for the pipeline project.
- December 28, 2018 Worked with County staff to secure acceptable contractor staging areas and site access control for the pipeline project.
- January 9, 2019 Provided County Real Estate Department with draft temporary construction easements and permanent utility easements for review.
- February 13, 2019 County Real Estate Department approves form of temporary construction easements and permanent utility easements and tentatively schedules easements to be presented to Sarasota County BOCC in May 2019.
- March 19, 2019 Authority legal counsel coordinating access agreement documents with the single private landowner who has an ingress/egress agreement with the County over a portion of the pipeline route.
- May 14, 2019 Project is advertised. Here is a synopsis of relevant dates:
 - May 14th - Advertisement
 - May 31st - Mandatory Pre-Bid Meeting
 - June 14th – Deadline for Questions
 - June 26th – Bid Opening
- June 26, 2019 Four bids received ranging from a low of \$12,092,815 to a high of \$15,571,092.87.
- July 3, 2019 Engineer of record has reviewed the bids and recommends low bidder, Garney Companies, Inc. of Winter Garden, FL.
- July 9, 2019 Authority posts Notice of Intended Decision.

- July 11, 2019 Authority project staff met with Sarasota County staff on June 13, 2019 to discuss clearing and disinfection coordination for the Phase 3B Interconnect and the County's 30-inch diameter pipeline project from Clark Road to Pump Station 5. Four project bids received from pre-qualified contractors on June 26, 2019. Low bid of \$12,092,815 was submitted by Garney Companies Inc. is advertised.
- July 31, 2019 Authority Board of Directors awards construction contract for Phase 3B Regional Interconnect Project to Garney Companies, Inc for a cost not-to-exceed \$12,092,815. Authority Board of Directors also awards a Construction Phase Services work order to the engineer-of-record, Ardurra for an amount not-to-exceed \$1,355,508.
- August 6, 2019 Project team meets with Sarasota County Solid Waste Department to cover site access expectations and procedures.
- August 29, 2019 Project team meets with Sarasota County Stormwater Department to cover utility conflict concerns and coordination issues.
- September 5, 2019 Project kickoff meeting conducted at the Sarasota County Central Solid Waste Disposal Complex. Attendees included members of Authority staff, Sarasota County staff, the engineer Ardurra, the contractor Garney and the Southwest Florida Water Management District.
- October 2019 Two progress meetings were held this month as the project team continues to work on construction submittals in advance of the physical construction.
- November 2019 Progress meetings were cancelled this month although the project team continued to work remotely in advance of the start of physical construction.
- December 2019 Construction trailers were mobilized to the site. The project team continues to collaborate on schedule and submittals.
- January 2020 Equipment mobilized to the site and clearing commenced.
- February 2020 Equipment still arriving to the site. Pipe deliveries are being made (along with valves and other appurtenances). Clearing continues along with installation of dewatering systems. Contractor utilizing an alternate route to give a documented, active American Bald Eagle nest a wide berth as is required by law through the end of the nesting season in late May.
- March 2020 Onsite training for cathodic protection was completed. Clearing still underway, the Albritton ditch crossing was installed so that traffic can now pass continuously from North to South along the entire

pipeline route. Pipe installation was scheduled to commence March 16th (the day this was being written) beginning at the southernmost end of the project. A second pipe crew is expected towards the end of the month – they will focus on installing pipe beginning at the north end near the National Cemetery.

- April – May 2020 Crews have made excellent progress installing both steel pipe as well as ductile iron pipe using two separate crews. The second crew, first mentioned in March, had become available because they were working at Disney when the theme park halted all construction work there due to the Covid-19 quarantine protocols. As of this writing, the second crew had completed installation of the ductile iron main buried piping and was at work on the raised control valve assembly near Clark Road. This has placed Garney far ahead of schedule and they forecast being completed perhaps 5 months earlier than the deadline embedded in the contract.

The project roughly attained the halfway completion point in the month of May 2020. Importantly, the contractor has concluded pipeline work along the boundary of the U.S. National Cemetery, which included significant linear wetlands and is currently working on the crossing of CS-03 canal structure which is a part of Sarasota County's Dona Bay Storage and Treatment System. It was critically important to finish work in both areas before the onset of the 2020 wet season and it appears the contractor will be successful on both counts there.

Covid-19 impacts have been negligible on the project. No material shortages have been reported. And the dispersed, outdoor nature of pipeline construction allows the contractor to easily comply with safe distancing guidelines. Nevertheless, the contractor did adopt mandatory mask protocols for its employees. Project meetings transitioned in March to remote via technology platforms.

- June – July 2020 Critical crossings of the CS-03 canal (part of the Dona Bay System) and the Sarasota County Landfill Haul Road were completed before the summer rains began in early June. Groundwater levels have been elevated and have slowed progress significantly. The secondary crew was demobilized and the contractor took long periods of time off due to weather and also due to illness of key personnel. Several of the contractor's employees had contact with family or community members who had tested positive for Covid-19 and were voluntarily quarantining and getting tested as a precaution. But none of the contractor's workforce was ever diagnosed with the virus.

Compaction of trench fill has been a challenge since the rain began. There are areas that the contractor will need to return to, excavate and recompact at a later date. The contractor continues to dynamically adjust their methods to overcome the high moisture conditions.

All pipe and valves have now been delivered to the site. The contractor continues to update its Covid-19 protocols pursuant to official guidance.

July – September 2020

Typical summer rains have slowed construction progress compared with earlier in the year but the contractor still remains on track to complete this project several months ahead of the April/May 2021 deadline. Major activities remaining include installation of a little over a mile of 48” diameter steel pipe and many appurtenances on the pipeline such as air relief/vacuum valves and blowoff assemblies. Unless there are significant rains or unforeseen challenges, all pipe is scheduled to be installed by early October.

All of the steel pipe joints need to be mortared from inside the pipe, that is a process that will take a crew about 2 weeks to complete. The pipe must then be filled, flushed, pressure tested and disinfected. The final pipeline activity will be functional testing of the terminal control valve at Clark Road. Those activities will take place through the month of November and early December.

Miscellaneous activities over the next 4 months include installation of the fiber optic conduit that is being run alongside the pipeline, capping and marking of sock drains, surface restoration work and general site cleanup activities. The contractor believes they will reach final completion with all activities in the month of January 2021.

Pandemic impacts have not been significant. Contract tracing is in effect, any site visitors are requested to complete a form stipulating their contact with any CoVid-positive cases and they are asked to divulge whether they themselves have been sick with the virus or have felt poorly recently. The contractor has reported no supply or labor shortage issues related to the virus/pandemic.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
September 30, 2020***

**ROUTINE STATUS REPORTS
ITEM 5**

Filter Covers Project

Project Status Report

Project: Filter Covers Project
Date: September 30, 2020
Prepared by: Chris Rogers, Project Manager

Project Description

The Filter Covers Project was awarded to Garney Companies, Inc. of Winter Garden, FL at the July 31, 2019 Authority Board Meeting for an amount not-to-exceed \$3,853,000. This project will result in the construction of approximately 18,300 ft² of screen enclosure with access doors to the enclosed spaces. The roof systems are designed to be impervious and the side screen panels removable. The Filter Covers Project includes the construction of aluminum covers atop portions of the chlorine contact basin and ammonia chambers. Selected electrical and communication feeds will be relocated. Exterior luminaries are updated with energy efficient LEDs and relocated to accommodate lighting the newly enclosed spaces. The plant grounding and lightning protection systems are also modified to accommodate the Work. The facilities affected are shown in the adjacent figure to the right. An artist's conceptual rendering of the filter cover structures is included on the following pages.



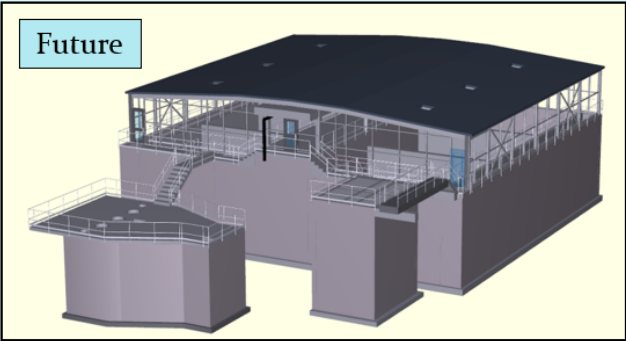
Current status

Authority staff and the engineer of record, TKW Consulting Engineers, Inc. (now Consor Engineers) conducted the initial project kickoff meeting on September 10, 2019 where various points-of-contact with each entity were established, a preliminary schedule was presented and a list of projected submittals was shared by the contractor. The project team discussed protocols for submittal processing, payment application processing and schedule development details.

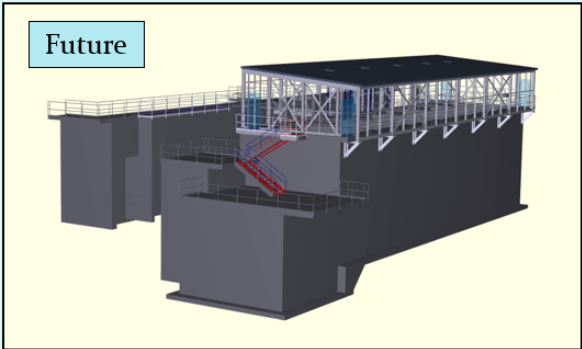
The team also discussed the need to minimize impact to operational facilities. There is major rehabilitation work ongoing at the Carlton WTP in Sarasota County over much of the next 2-year period and so it is incumbent upon the project team to devise a sequence of work which avoids major impact on the production capacity of the Peace River Facility. The Contractor agreed to further coordination meetings to refine their tentative schedule and provide greater detail to illuminate which systems and subsystems across the facility would be out-of-service related to that plan.

Artist's Conceptual Renderings

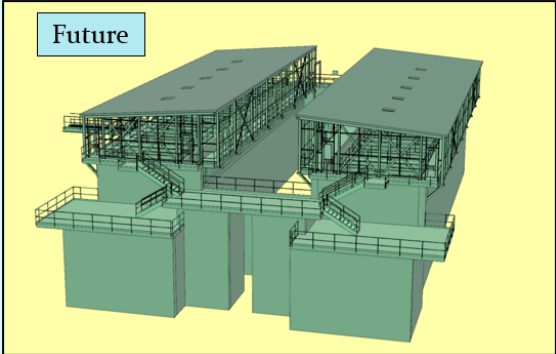
Plant 1



Plant 2



Plants 3 & 4



Project Photographs:

Plant 4 – Temporary Filter Basin Protection



Plant 4 – Completed Structural Framing



Plant 3 and 4 – Filter Cover Structure from North End Overlooking Gallery



Project Photographs Continued:

Plant 2 - Completed Structural Framing



Plant 2 – Installation of Roof Pans



Plant 3 – Outer Wall Column Support Brackets



Plant 4 – Completed Outer Wall Framing



Project Photographs Continued:

Plant 1 - Completed Structural Framing



Plant 1 - Installation of Roof Pans



Plant 2 – Vertical Wall Mounting Bracket



Plant 2 – Installation of Wall Brackets



Project Photographs Continued:

Removable Mock-Up Screen Panel



Temporary Protective Cloth Over Filter Basin



Plant 1 - Vertical Structural Members Installation



Plant 1 - Vertical Structural Wall Completed



History Briefing

Project: Filter Covers Project
Date: September 30, 2020
Prepared by: Chris Rogers, Project Manager

The following information summarizes the historical milestones and events of the Filter Covers Project.

July 25, 2018	Authority Board of Directors authorizes bidding of Filter Covers Project with guidance that bids should be made valid for at least 180 days to insure there is adequate time to explore project funding alternatives.
February 5, 2019	Invitation to Bid is Advertised
March 21, 2019	Bid Opening
March 26, 2019	Engineer/Architect of Record Bid Evaluation and Recommendation of Award
July 9, 2019	Authority staff publishes Notice of Intended Decision
July 31, 2019	Authority Board of Directors awards contract for \$3,853,000 to Garney Companies, Inc. of Winter Garden, FL. Contract for Engineering Services NTE \$275,339 during construction awarded to TKW Engineering.
September 10, 2019	Project Kickoff Meeting was conducted at the WQTF training room. Attendees included Authority staff, TKW Engineering and Garney Companies, Inc.
October 4, 2019	Notice to Proceed was issued to Garney Companies, Inc.
November 6, 2019	Garney delivered and set-up their construction trailer and toolboxes. For the remainder of the period, the project team had several meetings to discuss the project schedule, review submittals, and coordinate specific outages.
December 2019	Project team has continued weekly coordination meetings to minimize plant downtime and outages. Demolition work is complete except for electrical modifications related to lighting which will be addressed on each plant prior to installation of the aluminum columns and beams.

January 2020 Project team has continued with coordination and planning meetings. The project team continued to review submittals and discuss the mockup panels. Team considered modifications to the F-panels to eliminate screening in favor of a solid panel.

February 2020 Continued with coordination and planning meetings. Installation of temporary protection for Plant 1 filter basins was completed and accepted by the Project team. Contractor completed installation of structural anchors on Plant 1.

March 2020 Project team has continued weekly coordination and planning meetings. Contractor has completed vertical wall construction on Plant 1 and has begun ground fabrication and installation on roof beams. Demolition of Plant 2 lighting has been completed and temporary lighting is in place.

April 2020 The Covid-19 virus quarantine restrictions have not impacted dispersed out-of-doors construction, especially for utility facilities which are considered essential services. So, the project has remained on schedule. The project team adapted to conducting remote meetings via technology platforms and, when necessary to conduct meetings onsite the wearing of PPE and maintaining social distancing was observed. Vertical construction continued at the Plant 1 superstructure and roof panels began to be installed. Fabrication work continued on the screen panels.

May 2020 Again, the ongoing Covid-19 impacts have been minimal to this project. Work continued to complete the roof panels on the Plant 1 superstructure and framing work on Plant 2 commenced. The project team successfully coordinated with Operations staff to avoid any lengthy shutdowns.

June 2020 Covid-19 impacts continue to be minimal. Work was completed on Plant 1 superstructure and the temporary protection of filters was removed. Framing of Plant 2 is complete, and the roof panel installation is well underway. The project team coordinated with Operations for a brief shutdown on Plants 3 and 4 needed to reroute high pressure air lines which were obstructing the placement of the column brackets.

July 2020 Temporary filter protection was removed from Plant 2 and the Punch Lists for Plant 1 and for Plant 2 are being developed for Authority staff review. Aluminum installation work has commenced on Plants 3 and 4. The outer wall brackets are in place in both plants 3 and 4 and vertical wall framing is underway on Plant 4. Again, the Covid-19 impacts continue to be minimal to this project.

August 2020 Project team has continued with bi-weekly coordination and planning meetings. Punch lists for Plant 1 and Plant 2 have been developed and reviewed by Authority staff. Aluminum structure installation work has continued on both Plants 3 and 4. Screen framing is underway on Plant 4 and the rough electrical is near completion in both Plants 3 and 4.

September 2020 Screen framing is underway on Plant 3 and near completion on Plant 4. The screen fabrication is in process and is expected for completion and delivery around the first of October. Impacts from Covid-19 continue to be minimal to this project.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
September 30, 2020***

**ROUTINE STATUS REPORTS
ITEM 6**

Maintenance Facility & Warehouse Construction

Project Status Report

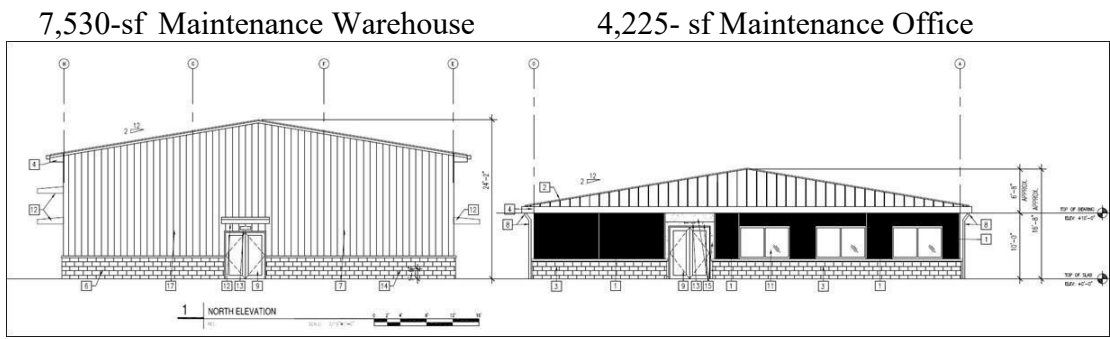
Project: Maintenance Facility and Warehouse Construction

Date: September 30, 2020

Prepared by: Ford Ritz, PE, Project Manager

Project Description

The Maintenance Facility & Warehouse construction project was awarded to L. Cobb Construction Inc. of Wauchula, FL at the July 25, 2018 Authority Board Meeting for an amount not-to-exceed \$2,544,280.24. This project will result in the construction of two buildings: a 4,225-sf office building and a 7,530-sf warehouse adjacent to the office (see below).

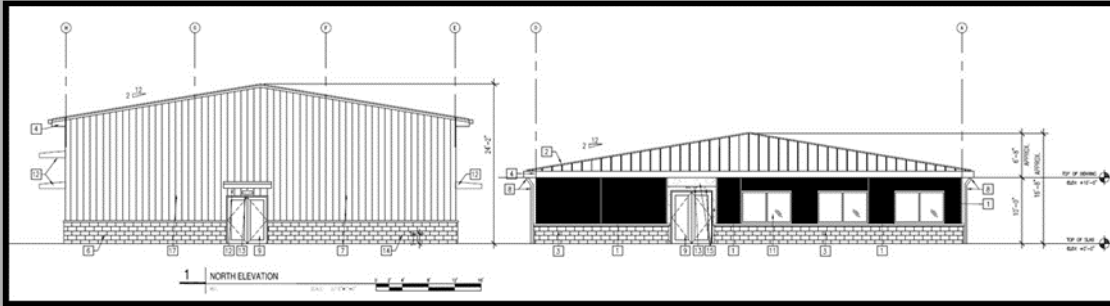


Current status

Desoto County issued the Certificate of Occupancy on July 7, 2020. L. Cobb Construction, Inc. completed project work, with the exception of several punch list items. The Engineer of Record determined that Substantial Completion had been obtained on July 14, 2020. The Maintenance staff is now completely moved in and is operating out of the new facilities. The Contractor is anticipated to complete Project Work by the Final Completion date of September 12, 2020.

Currently the Contractor is completing punch-list items and continuing to submit project close-out documentation. Photographs of the new facilities are shown below.

Peace River Maintenance Facility
Routine Status Item 6
September 30, 2020



***From Plans
to Reality***



Office Building



Front View looking East

Designed for 190 mph wind loads with impact resistant glass, this facility will shelter staff during hurricanes



Side View looking North

Office Interior (1 of 2)



Office Interior (2 of 2)



Warehouse Front and Back



Front View



**Rear View with Covered Unloading Area
Designed for Semi Truck Pull-Through**

Warehouse Interior



Racks for Part/Inventory Storage

**Air Conditioned Space for
Batteries, Instrument and
Electronic Component Storage**



Warehouse Features



**Pipe and
Metal Stock
Racks**



Work Benches



**High
Clearance
Rollup Doors**

Miscellaneous



The Building is Wired for data and VOIP telephones (blue lines) but also has SCADA lines (orange) which are firewalled and separate from for Security Purposes.



Potable Supply Connection



Sanitary Lift Station



*A Sincere THANK YOU
from all of the staff in our
Maintenance Department!!!*



Project History Briefing

Project: Maintenance Facility and Warehouse Construction

Date: September 30, 2020

Prepared by: Ford Ritz, PE, Project Manager

General

The following information summarizes the historical milestones and events of the Maintenance Facility and Warehouse Construction Project.

- October 4, 2017 Authority Board of Directors authorizes Design and Permitting Services to AECOM, Inc. for the Maintenance Facility and Warehouse.
- May 9, 2018 Invitation to Bid is advertised
- June 20, 2018 Bid Opening
- June 29, 2018 Engineer/Architect of Record Bid Evaluation and Recommendation of Award
- June 29, 2018 Authority staff publishes Notice of Intended Decision
- July 25, 2018 Authority Board of Directors awards contract to L. Cobb Construction, Inc. of Wauchula, FL.
- January 22, 2019 Authority issues Notice-to-Proceed to L. Cobb Construction, Inc.
- October 2, 2019 Change Order 1 for 33-calendar days Board Approved
- April - May 2019 This period regularly scheduled Project Progress Meetings have been held every two weeks. The meetings have been attended by Authority, L. Cobb and AECOM staff. The Maintenance Office footings, stem walls, slab and block have been completed. The Warehouse footings and slab preparation have been completed. MEPF (utilities under slabs) installation has been completed. Civil site work is ongoing. Materials have been tested per specifications. The Contract is on schedule and within budget.
- June - July 2019 This period regularly scheduled Project Progress Meetings have been held every two weeks. The meetings have been attended by the Authority, L. Cobb and AECOM staff. The Maintenance

Office masonry walls have been completed and grout filled, roof trusses have been assembled and installed, and roof decking installation is near complete. The Warehouse concrete slab has been completed and installation of columns for the warehouse is underway. This period the Contractor completed installation of the storm drainage piping, continued electrical duct bank installation and cut down the parking area for subbase and base installation. The Contract is on schedule and within budget. The project is about 30% complete.

Aug. – Sep. 2019 This period regularly scheduled Project Progress Meetings have been held every two weeks. The meetings have been attended by the Authority, L. Cobb and AECOM staff. The Maintenance Office masonry walls have been completed and grout filled, roof trusses have been installed, and roof decking is complete. Interior plumbing and electrical is underway. The Warehouse frame has been erected and the siding is being installed. This period the Contractor completed installed the electrical duct bank to the lift station and placed and compacted the parking area base aggregate. There was above normal rainfall recorded on site during July and August. The Contract is within budget and about 45% complete.

Change Order 1

Due to above normal rainfall in July and August (11-inches above normal average) and based upon negotiations with L. Cobb, 30-calendar days for unforeseen weather was agreed upon for July and August. An additional 3-calendar days for work was also recommended by AECOM (Engineer of Record). If Board approved, Change Order 1 will add a total of 33-calendar days to the Contract. Revised Substantial Completion and Final Completion dates will be February 23, 2020 and April 23, 2020 respectively.

Oct. – Nov. 2019 This period regularly scheduled Project Progress Meetings have been held every two weeks. The meetings have been attended by the Authority, L. Cobb and AECOM staff. Maintenance Office; This period the roof installation (dry in) is 95% complete. When the office is “dried in” the Contractor will complete interior electrical, drywall, HVAC and install exterior store front windows and doors. Warehouse; Roof insulation was completed and the standing metal roof is 95% complete. Exterior block work is 95% complete.

Site Work; Contractor completed berm/sod along the eastern side of the site. Preparations were made for installation of the lift station and force-main alignment. The Contractor performed hot

taps for the future water and sewer connections, respectively.

The Contract is within budget and about 55% complete.

Change Order 1 Board Approved October 2, 2019. Change Order 1 added a total of 33-calendar days to the Contract. Revised Substantial Completion and Final Completion dates will be February 23, 2020 and April 23, 2020 respectively.

Dec. 19 – Jan. 2020 This period regularly scheduled Project Progress Meetings have been held every two weeks. The meetings have been attended by the Authority, L. Cobb and AECOM staff. On December 18, 2019 AECOM specialty engineers conducted a site walk through. Maintenance Office; The Contractor continued exterior masonry, installed window and door frames and began installation of sidewalks. Electrical, plumbing, and drywall installation was continued. Additionally, HVAC ductwork and ceiling fans and were installed and insulated, and air handling units were placed into the mechanical room for future connection.

Warehouse; Electrical, installation of interior wall and ceiling liners, as well as, work on the air-conditioned space/room, was continued. Exterior wall panels around the air-conditioned space were completed. Exterior wall panels were cut to fit for sill block installation.

Site Work; The lift station (electrical and mechanical not completed) and force-main were installed. The force main was connected to the County sanitary sewer system. The waterservice for the Maintenance Facility was installed and connected to the existing water main. Installation of the backflow preventer is underway.

The Maintenance Facility project is on budget, about 65% complete, and scheduled to be finished in the spring of 2020.

Feb. – March 2020 This period regularly scheduled Project Progress Meetings have been held every two weeks. The meetings have been attended by the Authority, L. Cobb and AECOM staff

Maintenance Office; The Contractor, completed the metal roof and gutter, installed window glass and continued installation of sidewalks and curbing and began installation of exterior wall panels. Interior - electrical, and plumbing, work was continued and drywall installation was completed.

Interior painting and tile work in the bathrooms is underway.

Warehouse; Electrical panels were installed. The air-conditioned space/room, walls were insulated. Exterior trim was started.

Site Work; The lift station electrical, mechanical work, and civil work was continued. The force-main was pressure tested. The water service and backflow preventer, were also pressure tested and disinfected. Bollard were installed around the Warehouse.

The Maintenance Facility project is on budget, about 70% complete, with projected completion date in late spring 2020.

April – May 2020 This period includes the timeframe impacted by the Covid-19 virus quarantine. Construction was largely unaffected with the construction crews observing safe distancing, wearing PPE and voluntary self-isolating if they fell ill out of an abundance of caution. Delivery of some materials (indoor carpeting) has suffered minor delays due to the widespread virus impacts but substantial completion of the structure is scheduled for late May. The parking areas were paved in the first week of May and that brought an end to major construction work. Work ongoing at this time includes finishing activities such as final electrical/lighting work, ceiling panels and installing plumbing fixtures in restrooms. In the warehouse structure, outside canopies, skylights and ventilation fans remain to be installed. As we approach late May, the project is estimated to be 95% complete.

June – July 2020 This period regularly scheduled Project Progress Meetings have been held every week to discuss project close out with L. Cobb. During the week of July 6th, daily close out meetings were held. The meetings have been attended by the Authority, L. Cobb and AECOM, staff., many were held via Teams.

At the request of the Contractor, on May 22nd, the AECOM design team and Authority staff performed a formal walkthrough of the Maintenance Facility and provided feedback and guidance on unsatisfactory items, corrective actions needed and documentation required to reach Substantial Completion. Again, at the request of the Contractor, on June 22nd, the AECOM Project Architect performed the formal Substantial Completion walk through and generated a close-out punch list. In early July, the DeSoto County Fire and Building Departments conducted their inspections. On July 7th the Contractor was awarded the Certificate of Occupancy by DeSoto County and continued work on punch list items as well as submittal of documentation needed for Substantial Completion such as: warranties, O&M Manuals and As-Built drawings.

On July 14th, AECOM determined the Project to be Substantially Complete which commences a contractual 60-day count-down to Final Completion. At this time, AECOM is working with Authority staff and the Contractor to insure punch list items are completed and proper close out documentation is submitted.

June – July 2020

This period regularly scheduled Project Progress Meetings have been held every week to discuss project close out with L. Cobb. During the week of July 6th, daily close out meetings were held. The meetings have been attended by the Authority, L. Cobb and AECOM, staff., many were held via Teams.

At the request of the Contractor, on May 22nd, the AECOM design team and Authority staff performed a formal walkthrough of the Maintenance Facility and provided feedback and guidance on unsatisfactory items, corrective actions needed and documentation required to reach Substantial Completion. Again, at the request of the Contractor, on June 22nd, the AECOM Project Architect performed the formal Substantial Completion walk through and generated a close-out punch list. In early July, the Desoto County Fire and Building Departments conducted their inspections. On July 7th the Contractor was awarded the Certificate of Occupancy by DeSoto County and continued work on punch list items as well as submittal of documentation needed for Substantial Completion such as: warranties, O&M Manuals and As-Built drawings.

On July 14th, AECOM determined the Project to be Substantially Complete which commences a contractual 60-day countdown to Final Completion. At this time, AECOM is working with Authority staff and the Contractor to ensure punch list items are completed and proper close out documentation is submitted.

August -Sept. 2020

This period Project Progress Meetings have been held periodically to discuss L. Cobb's close out progress. The meetings have been attended by the Authority, L. Cobb and AECOM, staff., meeting were held via Teams.

L. Cobb continued to work on completing punch list items as well as submittal of documentation required for Final Completion, and Final Payment (subsequent to Board Approval of the Final Reconciliatory Change Order). At this time, AECOM is working with Authority staff and the Contractor to ensure punch list items are completed and proper close out documentation is submitted.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
September 30, 2020***

**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 15, 2020

Mosaic Fertilizer, LLC- Bartow Chemical Plant NPDES Permit Renewal

On June 25, 2018, the Department of Environmental Protection (“DEP”) received a National Pollutant Discharge Elimination System (“NPDES”) permit renewal application (Permit No. FL0001589-024) (the “Permit”) from Mosaic Fertilizer, LLC (“Mosaic”). The Permit, which is a renewal of an existing permit, authorizes the continued operations of Mosaic’s existing Bartow Chemical Plant (“Facility” or “Bartow Facility”), South Phosphogypsum Stack system, process water treatment pond system, and sewage treatment plant, associated with the management and disposal of phosphogypsum and associated wastewater, and the monitoring of authorized discharges from the Facility. The Permit addresses the operation of wastewater treatment systems for the treatment and discharge of process wastewater, non-process wastewater, and stormwater. This Permit also includes an authorization for Mosaic to receive process water from its Plant City Facility (FL0000078), subject to DEP’s approval of a truck unloading station at an appropriate location at the Bartow Facility. This Permit does not include any new discharges or expansions of the existing discharges, but does impose additional monitoring and other requirements.

The Facility itself is located at 3200 State Road 60 West in Polk County, at the boundary line of the Peace River watershed and over 50 miles away from the Peace River Regional Water Supply Authority Facility. However, one of the Facility's outfalls (Outfall D-002) discharges treated process wastewater, non-process wastewater, and stormwater to an unnamed ditch that flows to Six Mile Creek, which ultimately enters the Peace River.

On April 28, 2020, DEP issued its notice of intent to approve the renewal of the NPDES Permit for the Bartow Facility. The Permit includes treatment requirements and discharge limits for the process water to protect waterbodies, including the Alafia and Peace River Systems. In addition to the existing permit's requirements, this Permit includes new, additional NPDES and non-NPDES monitoring requirements for surface water and groundwater protection, and also requires Mosaic to complete corrective measures associated with repairing concentrated seepage from the Facility's active phosphogypsum stack (see below for a summary/status of the leak), and to comply with associated post-repair operation and monitoring requirements. Additionally, the Permit provides that two Consent Orders (OGC Files No. 90-1541 and 12-1207) associated with the site continue to be in effect to address any groundwater impacts from the Facility, and specific monitoring requirements to track the adequacy of the corrective actions have been incorporated in the Permit.

Subsequent to the notice of intent to approve the NPDES Permit renewal, two petitions were filed challenging the proposed agency action of approval. The petitions were sent to the Division of Administrative Hearings ("DOAH") to be assigned to an administrative law judge to conduct an administrative hearing, but were voluntarily dismissed by both petitioners prior to going to hearing, and the DOAH case files were closed and jurisdiction relinquished back to DEP.

On August 10, 2020, DEP gave notice of its issuance of the Permit, constituting the final agency action on the Permit.

Mosaic Fertilizer, LLC- Bartow Facility Leak

In October 2019, Mosaic discovered a leak and a crack in the outer slope of a pond at its Bartow Facility, a phosphate fertilizer manufacturing facility. Mosaic workers set up a waterproof dam around the seepage area and set up a pump to collect the water and channel it to a nearby pond, where it would normally go. Mosaic reported the leak and crack to DEP, repaired the crack in November 2019, and has been providing frequent updates to DEP on the status of conditions at the Bartow Facility. The January 10, 2020 update stated that collected monitoring and sampling data indicated that there were no offsite impacts or detrimental effects to surface or drinking water detected, and that the gypsum stack structure itself remained structurally unaffected.

On January 30, 2020, Mosaic submitted a site-specific water management plan (“SSWMP”) (pursuant to applicable rules, permit conditions and a DEP consent decree) for its operating phosphogypsum management system at the Bartow Facility, and stated that the SSWMP demonstrates that the site’s process water management system has adequate capacity to accommodate the projected rainfall for all modeled scenarios. Additionally, on February 12, 2020, Mosaic submitted a letter to DEP agreeing to the conditions outlined in DEP’s “Mosaic Fertilizer, L.L.C., Bartow South Phosphogypsum Stack Permit No. FL0001589 Concentrated Seepage Outbreak” letter dated February 12, 2020, which included weekly reporting requirements, required updates on the status of corrective measures (such as seepage drain 1 and 2 installations), and required Mosaic to perform various weekly and daily inspections and monitoring. In March 2020, Mosaic completed the corrective measures for the seepage drain 1 installation, and the same was

completed for seepage drain 2 in May 2020. As explained above, the proposed NPDES renewed permit also contains conditions requiring Mosaic to complete corrective measures associated with repairing seepage from the Facility and to comply with post-repair operation and monitoring requirements.

On March 4, 2020, a follow-up inspection of the Facility revealed the presence of several additional cracks in the vicinity of the initial crack (discovered in October 2019). Mosaic reported that the cracks appeared to be related to the initial crack, and that the additional cracks do not impact the overall structural integrity of the stack or pose a risk to the environment. Mosaic submitted a repair plan to DEP for the cracks located in the NW corner of the South Gypsum Stack (“Repair Plan”), which DEP provided comments/questions on and, in response, Mosaic submitted additional information on June 4, 2020. On June 17, 2020, DEP issued correspondence explaining that the additional information sufficiently addressed DEP’s questions and requiring that Mosaic: submit biweekly reports on the status of the repair activities (until the repair is completed in accordance with the Repair Plan); and submit construction completion reports within 30 days of completion of each repair stage of the Repair Plan. On July 8, 2020, Mosaic notified DEP of the re-initiation of single lime treatment at the Bartow Facility, explaining that the duration of treatment is estimated to be six weeks and that it treat approximately 130 million gallons. Mosaic’s July 28, 2020 biweekly report explained that: Repair Plan Stage I (rerouting of rim ditch) was completed in May 2020 and that the rim ditch system in this area is in normal operation; and Repair Plan Stage II (temporary repair work) was completed as of July 28, 2020; Repair Plan Stage III (permanent repair work) has field work planning currently underway in preparation to start the project and work in this area is scheduled to start by August 20, 2020.

Additionally, on July 10, 2020, Mosaic discovered a gypsum line release during routine inspection rounds. The pipe was shut down and Mosaic reported the incident to DEP, the National Response Center, and the Florida Division of Emergency Management's State Watch Office, with the incident resulting in a release of phosphoric acid above the applicable reporting standards. On July 16, 2020, pond water was found to be flowing from a location just east of the substation on the north side of Hwy 60 (inside of Mosaic's fence) into the excavated area to the east (upon discovery, a liner was laid down to prevent the water from hitting the ground and a vac truck was used to recover the material), and was believed to be associated with the original event that occurred on July 10, 2020. On August 12, 2020, a meeting was held between DEP and Mosaic to discuss a warning letter for the July 10th incident. At the meeting, it was explained that: on the south side of Hwy 60, all visible gypsum that was released has been removed, the accessible soil in the area where gypsum was released has been removed, lime has been disked into the areas where soil was removed, and final grading has been completed; and on the north side of Hwy 60, all visible gypsum that was released has been removed, but that due to work on the #1 gypsum line in the area, the remaining soil in the areas where gypsum was deposited had not yet been removed. The remaining incident review will focus on: 1) a leak detection system (evaluation of administrative and engineering controls); and gypsum lines #1 and #3 materials of construction (evaluation of pipeline engineering, materials, and suitability of system for current pumping configuration). In addition to the foregoing, Mosaic will perform groundwater evaluations and identify/implement corrective actions.

The Bartow Facility is located at 3200 State Road 60 West in Polk County, at the boundary line of the Peace River watershed, but over 50 miles from the Peace River Manasota Regional Water

Supply Authority's Facility. The receiving waters for some of the Bartow Facility project's outfalls are located within the Peace River watershed.

Mosaic Fertilizer, LLC- Bartow North Stack NPDES

On April 27, 2020, Mosaic submitted an application for renewal of an NPDES permit (No. FLA276911-008) (the "application") for its Bartow Closed North Phosphogypsum Stack, which is currently set to expire on October 24, 2020. This application is specific to the Closed North Phosphogypsum Stack system and is only for groundwater monitoring and long-term care operations. A separate NPDES permit addresses the operations at the active South Phosphogypsum stack and cooling pond system (FL0001589—summarized above), and the surface water drainage from the land areas north of the Bartow Facility and associated stormwater discharges from the Closed North Phosphogypsum stack are addressed in a separate "Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity" (FLR05B883).

On May 27, 2020, DEP issued a Request of Additional Information ("RAI") regarding the application. The RAI requests additional information regarding the following issues: inventory of wells within a one-mile buffer zone of the facility; the monitoring and maintenance plan for Steel Lake; assessment of existing groundwater quality; and monitoring well data indicating an increase in manganese concentration. Mosaic has requested two extensions of time to submit its response to the RAI, explaining that field investigation work requires additional time to fully address the RAI. DEP has approved the extensions, and the response to the RAI is now due to DEP no later than September 25, 2020.

The Bartow Facility is located at 3200 State Road 60 West in Polk County, at the boundary line of the Peace River watershed, but over 50 miles from the Peace River Manasota Regional Water

Supply Authority's Facility. The receiving waters for some of the Bartow Facility project's outfalls are located within the Peace River watershed.

Mosaic Fertilizer, LLC- Green Bay/Bartow Facilities

On March 3, 2020, Mosaic submitted an application (FL0000752-020-IW1S/RA) for a major modification of the wastewater discharge permit for its Green Bay Facility. The Green Bay Facility permanently discontinued all manufacturing activities and was idled in 2006, and plant closure was initiated in 2012. This application proposes reactivation of the of the currently inactive, lined Green Bay Lined North Gypsum Stack ("Lined North Gypstack") to re-initiate or resume its use to accommodate ongoing phosphate manufacturing. This application for resuming operation of the Lined North Gypstack is limited to the dimensions that were previously permitted for construction by DEP (under PA File No. FL0000752-003-IW1N/RA). The project includes modifications to specific operations to incorporate the transfer of phosphogypsum from the Bartow Facility, for use at Green Bay (operations of the Bartow Facility are authorized under Permit No. FL0001589).

The application and supporting documents provide information about the reactivation of the Lined North Gypstack, the proposed pipeline corridor (for the transfer of process water and reverse osmosis water) between the Bartow Facility and Green Bay Facility (authorization for the proposed pipeline corridor is set forth in a separate permit revision No. FL0000752-019-IW1S/RM issued earlier this year, which also authorizes Mosaic to perform other enhancements to their process water treatment system), and the interconnection with the Regional Process Water Storage Pond for process water handling.

On May 21, 2020, Mosaic submitted additional information in response to DEP's April 2, 2020 RAI regarding numerous issues, including but not limited to: why laboratory tests were not

performed on the Lined North Gypstack; the sensors for detecting leaks of process water or gypsum slurry along the West Pipeline Corridor; the submitted hydrologic and hydraulic analysis and stability analysis; the test borings performed on the perimeter dike; the submitted updated groundwater modeling plans; surface water flow conditions; the pipeline corridor design; the technical report submitted on the subsurface surveys performed at the site; and the submitted water balance modeling and groundwater quality information. Additional clarification responses were submitted by Mosaic on June 16, 2020, and on July 13, 2020, Mosaic submitted a letter prepared by Ardaman & Associates, Inc. containing additional information on monitoring of the deep Floridan Aquifer at the site (an engineering report submitted previously for this application had proposed the installation of three deep wells to monitor the deep Floridan aquifer system downgradient from the proposed phosphogypsum stack reactivation) and presenting the results of modeling for potential recovery wells at the site.

On August 18, 2020, the application was deemed complete by DEP and a draft permit is expected to be issued to Mosaic on or around October 16, 2020.

The Green Bay Facility is located in Bartow, Polk County, just outside of the Peace River watershed and the Bartow Facility is located in Bartow, Polk County at the boundary line of the Peace River watershed. The receiving waters for some of the Bartow Facility project's outfalls are located within the Peace River watershed.

Mosaic Fertilizer, LLC- New Wales Gypsum Stack Phase III Extension

On October 25, 2019, Mosaic submitted a construction/operation permit application to DEP for its New Wales Phase III Gypsum Stack Extension ("Phase III extension") and on December 2, 2019, DEP issued its first RAI to Mosaic regarding its application for the Phase III extension. The

New Wales Facility manufactures solid ammoniated phosphate fertilizers and animal feed ingredients. The Phase III extension adds 231 acres (205 acres of which were previously mined lands) to the existing New Wales South Gypsum Stack. The 231-acre Phase III extension is comprised of: 1) a lined area of 167 acres; 2) 24 acres of perimeter earthen dikes; and 3) 40 acres of stormwater drainage ditches and access roads. The first RAI required Mosaic to provide:

- additional information and hydrogeological, geophysical, or geotechnical investigations evaluating the subsurface beneath the Phase III extension site to assess potentially unstable areas and evaluate the suitability of the foundation to support the proposed facility;
- additional information regarding the hydraulic modeling (due to the fact that the storm event modeling shows the water level within the cooling pond rising above the maximum emergency water elevation); and
- a recommended initial protocol for reporting to DEP the monitoring results for the foundation drainage system so that any detected changes can be timely identified to prevent development of subsurface conditions that may threaten the proposed facility.

On January 23, 2020, Mosaic submitted a partial response to DEP's RAI and, on January 29, 2020, Mosaic submitted a report that completed Mosaic's prior partial RAI response. Mosaic explained that the report, which is an addendum to a prior technical report on the Phase III extension subsurface site investigation and 3D seismic survey, was not yet complete at the time the partial response was submitted. On March 11, 2020, DEP issued a second RAI to Mosaic requesting additional information regarding: the subsurface investigative efforts performed at the site; several items in the report (on the seismic investigations performed and anomalies identified at the site) submitted with Mosaic's first RAI response; the features discovered during initial subsurface

investigations; additional geotechnical, geophysical, or other approaches to further characterize the subsurface to identify potentially unstable areas; construction sequencing plans; and a seepage and stability analyses.

Mosaic submitted its response to the second RAI on May 11, 2020. Following discussion with DEP, Mosaic submitted supplemental information on June 10, 2020. On June 12, 2020, Mosaic informed DEP that, as follow-up to the June 10th supplemental information and based on discussions with DEP staff, Mosaic would be submitting additional supplemental information no later than June 22, 2020. As of the date of this report, no additional information was available in the permit file in the DEP online permitting database. However, there was a supplemental site map of Phase III submitted on August 25, 2020, which was attached to correspondence from Mosaic explaining that the map was being provided in response to a request made at a meeting with DEP that day.

The New Wales facility is located on County Road 640 West, southwest of Mulberry, in Polk County near the Hillsborough County line. A sinkhole developed in the Phase II West Area of the South Gypsum Stack in August 2016. A consent order was issued by DEP on October 24, 2016, and remediation of the sinkhole and groundwater recovery was undertaken in accordance with the consent order.

Mosaic Fertilizer, LLC- Fort Green Mine

On August 17, 2020, Mosaic submitted an application requesting modification of its existing environmental resource permit (“ERP”) No. MMR_0142476-009, known as the Manson Jenkins (Southeast) Tract in Manatee County. The original ERP for the project was first issued to IMC Phosphates, Inc., now Mosaic, on November 25, 2002 for phosphate mining and associated activities. A modification was issued to Mosaic in 2011 that brought the ERP into substantial

conformance with the Fort Green Mine conceptual plan that was issued at about the same time. The 2011 modification reflected a substantial reduction of wetland impacts, mitigation changes, and the sale of a small parcel within the original project area. The approved ERP, as modified, authorized impacts to 296.3 acres of wetlands and other surface waters and required mitigation. The ERP is currently set to expire on December 31, 2021.

This application requests the following modifications to the ERP: changes in mitigation to reflect the actual shapes of constructed, delineated, or future constructed wetlands; shifting of some planned mitigation located within the access corridors and West Fork of Horse Creek (“WFHC”) crossing to other areas within project boundary to not delay mitigation construction; and all impact and mitigation acres for WFHC crossing are included in the overall mitigation acreage balance, with most already constructed. This application also request an extension of the permit expiration date for an additional 15 years, to December 31, 2036.

The Fort Green Mine is located in Manatee County, adjacent to Duette Road, and within the Horse Creek and Gum Swamp Branch sub-basins in the Peace River watershed.

R&D Cattle Ranch, L.L.C.- Bermont Mine

On May 8, 2020, DEP gave notice of its receipt of an application submitted by R&D Cattle Ranch, L.L.C. (“R&D Cattle”) for an environmental resource permit (“ERP”) (MMR_0342229-002) to excavate fill dirt, sand, and shell resources and to wash and screen sand and shell products at the Bermont Mine. More specifically, this application requests an ERP from DEP authorizing it to: construct and operate a surface water management system that will contain all stormwater and operations process water for washing and screening mine material; 2) update the construction of the ditch and berm systems to provide protection of wetlands and surface waters off-site; 3) add a

conveyor system and stormwater pipe on the unnamed tributary of Shell Creek crossing; and 4) bring the Bermont Mine into compliance as required by Consent Order OGC File No. 19-0305¹.

The on-site agricultural activity has operated with a water use permit (“WUP”) issued by the Southwest Florida Water Management District (“SWFWMD”) since 1990, and the current WUP was issued in 2015 to include mine dewatering in conjunction with the agricultural operation. The WUP² will remain in effect for the duration of the life of the mine, but this ERP will supersede the existing ERP and the management of surface water (“MSSW”) permit issued by SWFWMD within the project boundary. The application addresses conversion of the permitted borrow pit to a mine producing sand shell products, fill dirt, and top soil, and explains that no impacts to wetlands beyond those authorized by the SWFWMD ERP are proposed. The SWFWMD MSSW permit for the site was issued in 1990 (authorizing construction of a surface water management system to support 1,190 acres of citrus groves) and the SWFWMD ERP for the site was issued in 2008 (which approved construction of the R&D Cattle Excavation Project measuring 585.34 acres within which topsoil, sand, and shell were authorized to be extracted from 248.17 acres). The mine project area will be reduced to 580.21 acres (from 585.34 acres) and approximately 8.9 acres have been identified for disturbance outside of the original mine footprint to provide flood storage. The acres added are improved pasture on

¹ On July 10, 2019 a Consent Order OGC Case No. 19-0305 was entered into with R&D Cattle for the unauthorized discharges of stormwater and mine process water to the Shell Creek Drainage basin. The corrective action required by the Consent Order, directed R&D Cattle to update the ERP and facility to bring the site into compliance and prevent any further unauthorized discharges.

² On June 19, 2020, a Letter of Non-Compliance was sent by SWFWMD to R&D Cattle for failing to provide hydraulic re-charge within the northern mining operation and not conducting required hydrologic monitoring in accordance with the SWFWMD WUP. A meeting was held between SWFWMD, DEP, and R&D Cattle on July 23, 2020 regarding this issue, and the meeting notes stated that the operator’s representatives were responsible for getting the WUP modified to bring the operation into compliance and having monitoring wells, staff gauges, and hydraulic recharge ditches installed and in-place.

the south side of Shell Creek. No wetlands or surface waters will be disturbed to provide flood storage and the flood storage area will be returned to improved pasture when mining is complete.

On June 4, 2020, DEP issued an RAI to R&D Cattle, which R&D Cattle responded to on June 22, 2020, regarding additional information on the following issues: mining depths; drainage figure reports; post-reclamation land uses and acreages; berm elevations; post-reclamation plan drawings; the proposed groundwater quality monitoring plan; and floodwater compensation concerns. The application was deemed complete on July 21, 2020 and on September 4, 2020, DEP gave notice of its intent to issue the ERP to R&D Cattle.

The Bermont Mine is located at 37390 Bermont Road (a.k.a. County Road 74) in Charlotte County. The ERP application area measures 822 acres, the project boundary measures 571 acres, and the total mine excavation area measures 249.66 acres. Shell Creek, a tributary to the Peace River, borders the ERP area and project areas to the north. The Bermont Mine is located entirely south of Shell Creek and consists of a south mining area and north mining area that are separated by an unnamed tributary to Shell Creek. The south mining area (87.51 acres) is nearly completely excavated and the north mining area (162.15 acres) is being, or will be, excavated. Mine development work in 2020 and future years will principally occur in the north mining area and will consist of: extending the internal haul road network to encompass all eight of the mine cells; installation of a sand and shell conveyor belt system to transport sand and shell from the north mine cells to the washing and screening facilities; and completion of the perimeter recharge ditch system.

Mosaic Fertilizer, LLC- Water Use Permit

On March 13, 2020, SWFWMD received an application for a water use permit modification (No. 9741.021) from Mosaic for agricultural uses in Manatee, DeSoto, and Sarasota Counties. The

water use is located in the Peace River and Manasota Basins and Southern Water Use Caution Area. The modification slightly increases the authorized annual average quantity from 1.831 mgd to 1.939 mgd and the peak month quantity from 8.905 mgd to 9.862 mgd. On March 26, 2020, SWFWMD issued a RAI, and Mosaic submitted partial responses on April 9, April 28 and May 1, 2020. On August 24, 2020, SWFWMD issued a letter to Mosaic stating that if all of the additional information requested on March 26, 2020 is not received by September 3, 2020, the application will be considered incomplete and SWFWMD staff may begin processing the application for denial. To date, there are no additional documents in the permit file since the August 24th letter.

Jones Potato Farm Inc.- Water Use Permit

On May 5, 2020, SWFWMD received an application for a water use permit (“WUP”) modification (No. 10541.006) from Jones Potato Farm, Inc. for agricultural uses in Manatee County. The water use is located in the Manasota Basin and the Most Impacted Area within the Southern Water Use Caution Area. The requested modification includes a transfer of permitted quantities from an existing WUP³ (No. 20003847.014) (“WUP No. 3847”), addition of 840 acres, and an increase in the authorized annual average quantity from 0.688 mgd to 2.259 mgd and the peak month quantity from 2.119 mgd to 4.987 mgd. On May 13, 2020, SWFWMD issued a RAI and Jones Potato Farm, Inc. submitted its response on July 8, 2020. On July 27, 2020, SWFWMD issued a letter requesting clarification of the received information (“CLAR letter”). The CLAR letter requests the following: clarification of the numerous discrepancies between what is currently permitted on WUP No. 3847 and what is being requested to be transferred to this WUP, including providing supporting calculations for all requested quantities if there are any changes from WUP No. 3847; clarification

³ An application was also submitted for a letter modification to WUP No. 3847 to reduce the quantities being requested to be transferred onto this WUP,

of the request to transfer a well to this WUP Application modification (as the well is already associated with the existing version of this WUP); clarification on the ownership of the additional 840 acres requested to be added to this WUP; and although SWFWMD has received a letter modification application for WUP No. 3847 to reduce the quantities being requested to be transferred onto this WUP, both applications will have to agree with reductions and additions before either application can be deemed complete.

City of Davenport- Water Use Permit

On July 31, 2020, SWFWMD deemed the City of Davenport's application for renewal of its water use permit (No. 5750.010) complete. The permit is for public supply uses located in Polk County, the Peace River and Green Swamp Basins, and is not within any water use caution area. The renewal increases the authorized annual average quantity from 1.001 mgd to 2.164 mgd and the peak month quantity from 1.756 mgd to 2.684 mgd.

Brevard-Harbor Edge LLC- Water Use Permit

On July 28, 2020, SWFWMD received an application for a new water use permit (No. 20902.000) from Brevard-Harbor Edge, LLC. Although this is a new permit, the permit is for property that was previously covered by another water use permit and the property has now been purchased by Brevard-Harbor Edge, LLC⁴. The permit is for agricultural uses in Charlotte County, in the Peace River Basin, and is within the Southern Water Use Caution Area. The application requests an annual average quantity of 1.694 mgd and a peak month quantity of 4.191mgd.

⁴ Brevard-Harbor Edge, LLC purchased a portion of property that is currently authorized under Williams Farms Partnership's WUP No. 20009687.010 and desires to separate their purchased acreage and withdrawal facilities to this new WUP. The application also notes that Williams Farms Partnership will submit an application for the formal modification of WUP No. 20009687.010 in order to remove the sold acreage and withdrawal facilities